

**Tab**

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THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,  
and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

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

**MEMORANDUM**

TO: ABC Chair Klein, and members of the Board

DATE: September 29, 2014

THRU: Cynthia Franklin, Director *CF*

FROM: Robert Beasley, Enforcement Supervisor *RB*

RE: Authorization to Arm Investigator

Chair Klein and members of the Alcoholic Beverage Control Board:

I am requesting your approval to arm Investigator Richard Finney pursuant to the provision described in 3 AAC 304.505(b). Investigator Finney has successfully completed the psychological testing, and is completing in excess of 80 hours Use of Force / Firearms course at the University of Alaska, Tanana Police Academy in Fairbanks.

In addition, Commissioner of Public Safety, Gary Folger, has given his written concurrence authorizing Investigator Finney to exercise specified peace officer powers, and to carry a firearm in the performance of his duties upon approval by the board.

Thank you in advance for your consideration.

Attachments





THE STATE  
of **ALASKA**

GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

July 28, 2014

Commissioner Gary Folger,  
Department of Public Safety  
4805 Dr. Martin Luther King, Jr. Avenue  
Anchorage, Alaska 99507

Re: Investigator Richard Finney

Dear Commissioner Folger:

As a follow-up to our meeting this morning regarding the Alcoholic Beverage Control Board's Policy, Number XVIII(C)(2) Firearms, the purpose of this letter is to request your concurrence to authorize the ABC Board to arm Investigator Richard L. Finney, and to grant him peace officer powers pursuant to the provisions set forth in AS 04.06.110.

This request, although somewhat contrary to the intent of the policy, has merit. At the time Investigator Finney was hired by this agency, his police certification was valid, as is the case with current Investigators. However, when the policy was adopted, it required that Investigators who are being considered to be armed must be certified police officers at the time of employment.

When the policy was adopted in 2009, it had already been more than ten-years since Investigator Finney had been a police officer by definition; hence, his police certification had expired. Since ABC is not recognized by APSC, he was not able to maintain his certification, as will be the case with all of our Investigators within that ten-year window. Nevertheless, all future Investigators with our agency will still be required to fulfill the minimum requirements, among them, being a currently certified police officer.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert L. Beasley".

Robert L. Beasley, Interim Director  
Alcoholic Beverage Control Board

Concur:

A handwritten signature in blue ink, appearing to read "Gary Folger".  
\_\_\_\_\_  
Gary Folger, Commissioner  
State of Alaska, Department of Public Safety

Attachments

***This is to certify that***

***Richard Finney***

***Has satisfactorily completed the following 40 hour Academy training course held at***

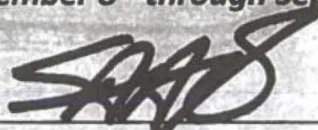
***Fairbanks, Alaska***

**Police Auto-Pistol Training**

***Training held September 8<sup>th</sup> through September 12, 2014***



Dusty Johnson  
Academy Director  
UAF/CTC L.E. Academy



Scott Adams  
Academy Firearms Instructor  
UAF/CTC L.E. Academy



Craig Lewis  
Academy Firearms Instructor  
UAF/CTC L.E. Academy



**COMMUNITY & TECHNICAL  
COLLEGE**

UNIVERSITY of ALASKA FAIRBANKS



THE  
**UNIVERSITY OF ALASKA FAIRBANKS**

COMMUNITY AND TECHNICAL COLLEGE

**LAW ENFORCEMENT ACADEMY**

HEARBY CERTIFIES THAT

**Richard Finney**

HAS SATISFACTORILY COMPLETED 16 HOURS OF TRAINING IN

**POLICE SHOTGUN**

CONDUCTED IN FAIRBANKS, ALASKA

September 15, 2014

C. M. L.

Sergeant Craig Lewis

[Signature]

Director Dusty Johnson

[Signature]

Detective Scott Adams

**STATE OF ALASKA**  
**APPLICANT QUALIFICATION INQUIRY - FIREARM POSSESSION**

The position for which you are being considered for appointment, PCN 04-9014 has been identified as one for which the State of Alaska, as the employer, requires or permits you to possess or use ammunition or a firearm in the course of your employment. Therefore, you are required to complete this Qualification Inquiry - Firearm Possession form before a job offer can be made.

In completing this form, you are advised of the following:

- a) The purpose is to obtain information that will assist in the determination of whether you are eligible for appointment to this specific position.
- b) You are directed to complete this form. You will be considered "not interested" in the position if you do not complete the form. If you are appointed to the position, disciplinary action, up to and including dismissal, may be taken if you fail to reply fully and truthfully.
- c) Neither your answers nor any evidence gained by reason of your answers can be used against you in any criminal prosecution for a violation of Title 18, United States Code, Section 922(g)(9). However, the answers you furnish and any information or evidence resulting therefrom may be used against you in a prosecution for knowingly and willfully providing false statements or information, and in the course of disciplinary action.

1. Have you ever been convicted of a misdemeanor crime of domestic violence within the meaning of 18 U.S.C., Sec. 921(a)(33)(A)?

Richard L. Finney  
Name (Print or type)

343-42-9794  
SSN

Yes ☐ No ☒

Today's Date: 08/14/2014

If your answer to this question is "No" you do not need to provide the information in item 2. You must, however, sign this form certifying that it is true and complete and that, if the position is offered and accepted, you will report any future conviction of a misdemeanor crime of domestic violence within the meaning of 18 U.S.C., Sec. 921(a)(33)(A), and deliver it to the interviewer.

Applicant Qualification Inquiry - Firearm Possession

2. If your answer to question number 1 is "Yes" provide the following information with respect to the conviction(s):

Court/Jurisdiction \_\_\_\_\_

Docket/Case Number \_\_\_\_\_

Statute \_\_\_\_\_

Charge \_\_\_\_\_

Date Sentenced \_\_\_\_\_

.....

I hereby certify that all the information provided by me is true, correct, complete, and made in good faith. I understand that false, misleading, or incomplete information provided herein may be grounds for disciplinary action, up to and including dismissal, and is also punishable pursuant to federal law, including 18 U.S.C., Sec. 1001, and under Alaska State law as unsworn falsification (AS 11.56.210). I agree that, if the position is offered and accepted, I will immediately report any future conviction of a misdemeanor crime of domestic violence within the meaning of 18 U.S.C., Sec.921(a)(33)(A) to my supervisor. I understand that failure to provide such a report is grounds for disciplinary action, up to and including dismissal.

Richard L. Finney  
\_\_\_\_\_  
*Name (Print or type)*

343-42-9794  
\_\_\_\_\_  
*SSN*

DCCED / ABC Board  
\_\_\_\_\_  
*Department/Division*

04-9014  
\_\_\_\_\_  
*PCN#*

Fairbanks  
\_\_\_\_\_  
*Duty Station*

  
\_\_\_\_\_  
*Signature*

08/14/2014  
\_\_\_\_\_  
*Date*

SELECT PORTIONS OF  
TITLE 18 UNITED STATES CODE

18 U.S.C., Sec. 921(a)(33)(A) . . . the term “misdemeanor crime of domestic violence” means an offense that –

- (i) is a misdemeanor under Federal or State law; and
- (ii) has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent, or guardian of the victim

(B)(i) A person shall not be considered to have been convicted of such an offense for the purposes of this chapter, unless –

- (I) the person was represented by counsel in the case, or knowingly and intelligently waived the right to counsel in the case; and
- (II) in the case of a prosecution for an offense described in this paragraph for which a person was entitled to a jury trial in the jurisdiction in which the case was tried, either
  - (aa) the case was tried by a jury, or
  - (bb) the person knowingly and intelligently waived the right to have the case tried by a jury, by guilty plea or otherwise.

(ii) A person shall not be considered to have been convicted of such an offense for the purposes of this chapter if the conviction was expunged or set aside, or is an offense for which the person has been pardoned or has had civil rights restored (if the law of the applicable jurisdiction provides for the loss of civil rights under such an offense) unless the pardon, expungement, or restoration of civil rights expressly provides that the person may not ship, transport, possess, or receive firearms.

18 U.S.C., Sec. 922(d) It shall be unlawful for any person to sell or otherwise dispose of any firearm or ammunition to any person knowing or having reasonable cause to believe that such person –

. . .  
(9) has been convicted in any court of a misdemeanor crime of domestic violence.

18 U.S.C., Sec 922(g) It shall be unlawful for any person –

. . .  
(9) who has been convicted in any court of a misdemeanor crime of domestic violence, to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce.

18 U.S.C., Sec. 925(a)(1) The provisions of this chapter, except section 922(d)(9) and 922(g)(9) and provisions relating to firearms subject to the prohibitions of section 922(p), shall not apply with respect to the transportation, shipment, receipt, possession, or importation of any firearm or ammunition imported for, sold or shipped to, or issued for the use of, the United States or any department or agency thereof or any State or any department, agency, or political subdivision thereof.



STATE OF ALASKA

# Alaska Police Standards Council

This  
Basic Certificate

Is Awarded To

RICHARD LEE FINNEY

who has qualified pursuant to AS 18.65.130 as a

## Certified Police Officer



given under our hands and seal this

29th

day of May

1980

*Richard Lee Finney*  
Chairman

*James F. Meyer*  
Executive Director



STATE OF ALASKA

# Alaska Police Standards Council

This certificate  
is awarded to

RICHARD LEE FINNEY

who has qualified pursuant 6 AAC 75.040 as a

## Certified Police Instructor

given under our hands and seal this ...29th... day of .....May....., 19.80...

*Robert L. Berg*  
Chairman

*James F. Meyer*  
Executive Director



P-302



State of Alaska – Department of Public Safety  
Alcoholic Beverage Control Board

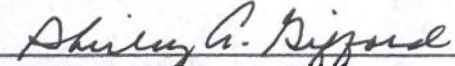
Hereby awards this  
**Certificate of Training**  
To  
**Investigator Richard L. Finney**  
For completion of 22.5 hours of instruction in

ASP Tactical Baton  
OC Pepper Spray  
Taser X-26

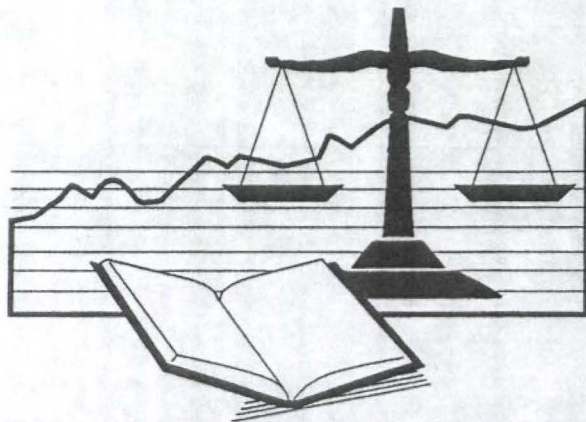
On May 2 - 4, 2012 at Anchorage, Alaska

  
Sgt. Kid Chan, Alaska State Troopers



  
Shirley A. Gifford, Director





Kaminsky, Sullenberger & Associates  
Hereby Certifies That

**Richard L. Finney**

Has Successfully Completed the Requirements  
Established for the Course Titled:

***"FIELD TRAINING OFFICER SEMINAR"***

Completed on June 27, 2014  
North Pole, AK

A handwritten signature in cursive script, reading "Robert F. Sullenberger".

Robert F. Sullenberger, President  
Kaminsky, Sullenberger & Associates, Inc.

A handwritten signature in cursive script, reading "Dennis Saager".

Dennis Saager, Instructor



*University of Alaska  
Community and Technical College*

**Law Enforcement Academy  
Certificate of Completion**

On Thursday, August 22, 201

**Richard Finney**

*Has satisfactorily completed 4 hours "Use of Force"  
Training at the UAF/CTC Law Enforcement Academy*

  
September 30, 2014  
Don P. Johnson, Academy Program Coordinator



*University of Alaska  
Community and Technical College*

**Law Enforcement Academy**

**Certificate of Completion**

On Saturday, August 24, 2014

**Richard Finney**

*Has satisfactorily completed 20 hours "Alaska Statutes"  
Training at the UAF/CTC Law Enforcement Academy*

  
Don P. Johnson, Academy Program Coordinator

September 30, 2014



*University of Alaska  
Community and Technical College*

**Law Enforcement Academy**

**Certificate of Completion**

On Monday, September 29, 2014

**Richard Finney**

*Has satisfactorily completed 8 hours "Miranda" Training at  
the UAF/CTC Law Enforcement Academy*

  
Don P. Johnson, Academy Program Coordinator

September 30, 2014



*University of Alaska  
Community and Technical College*

**Law Enforcement Academy**

**Certificate of Completion**

On Saturday, September 2, 2014

**Richard Finney**

*Has satisfactorily completed 5 hours "Defensive Duty  
Knife" Training at the UAF/CTC Law Enforcement  
Academy*

  
Don P. Johnson, Academy Program Coordinator

September 30, 2014

**Tab**

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THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

**MEMORANDUM**

**TO:** Robert Klein, Chair  
and Members of the ABC Board

**DATE:** Wednesday, October 01, 2014

**FROM:** Sarah D. Oates  
Records & Licensing Supervisor

**RE:** Alaska Airlines Center #5328

On June 24, 2014, a complete application for a new recreational site license was submitted to the ABC Board's office by NANA Management Services, LLC for the new Alaska Airlines Center located on the University of Alaska Anchorage campus. The applicant included detailed floor plans, menus, and a food service management contract with the University.

The Municipality of Anchorage waived its right to protest on July 23. On August 6, Enforcement Supervisor Bob Beasley, Investigator Joe Bankowski, and I were taken on a tour of the new facility. At the end of the tour, we had a short meeting with the building manager, campus police, food and beverage manager, and many others involved with the center. During this meeting, we delivered a temporary approval to the applicant.





**STATE OF ALASKA**  
**Department of Commerce, Community, and**  
**Economic Development**  
**Alcoholic Beverage Control Board**  
**TEMPORARY APPROVAL**

**To:** Robert L. Beasley, Interim Director  
Alcoholic Beverage Control Board  
**From:** Sarah D. Oates  
Records & Licensing Supervisor  
**Date:** August 6, 2014

Request for temporary approval for a new liquor license:

**D.B.A.:** Alaska Airlines Center  
**OWNER:** NANA Management Services, LLC  
**TYPE:** Recreational Site  
**LOCATION:** 3550 Providence Drive  
**CITY/BOROUGH:** Municipality of Anchorage  
**LICENSE NO.:** 5328 (14/15)

**THIS IS A TEMPORARY APPROVAL PENDING FINAL ABC BOARD APPROVAL;**  
**therefore, any investments based upon the issuance of the temporary**  
**license is at the license applicant's risk.**

Under delegation of authority granted to the director by the board at its meeting of April 8 and 9, 1998, under AS 04.06.080, I request **temporary** approval of the above application. All statutory requirements have been fulfilled, there is no protest under AS 04.11.480, and no objections under AS 04.11.470 have been received.

\_\_\_\_\_  
Sarah D. Oates, Records & Licensing Supervisor

Date 08/06/2014

Approved:

\_\_\_\_\_  
Robert L. Beasley, Interim Director

Date 08/06/2014

***EFFECTIVE: August 6, 2014***

**PLEASE POST THIS MEMO IN LIEU OF A LICENSE UNTIL A FINAL  
DECISION HAS BEEN MADE BY THE ABC BOARD.**

**RESTAURANT DESIGNATION PERMIT**

**NANA MANAGEMENT SERVICES, LLC.  
D/B/A ALASKA AIRLINES CENTER  
RECREATIONAL SITE LICENSE  
NUMBER: 5328  
ANCHORAGE, AK**

**Application, menu and premises diagram included. Licensee indicates live music, dancing and sports available. APPROVAL OF ITEMS #1 & #3 ONLY.**

A handwritten signature in blue ink, appearing to read 'Robert Beasley', is written over a horizontal line.

**Robert Beasley, Interim Director**

**Date: August 6, 2014**

STATE OF ALASKA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
APPLICATION FOR RESTAURANT DESIGNATION PERMIT  
AS 04.16.049 & 3 AAC 304.715 - 794

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons between the ages of 16 - 20 for employment. If for employment, please indicate in detail what the employment duties will be in question #3.

License Number: 5328 Type: Recreational site

This application is for designation of premises where: (Please check the appropriate items below)

1. ☒ Bona fide restaurant pursuant to 3 AAC 304.305 & 3 AAC 304.715-794.
2. ☐ Persons 16 - 20 years of age may dine unaccompanied.
3. ☒ Persons under 16 may dine accompanied by a person 21 years of age or older.
4. ☐ Persons between 16 - 20 years of age may be employed. *\*(See note below)*

Licensee's Name: NANA Management Services, LLC

Name of Business: Alaska Airlines Center

Business Address: 3550 Providence Drive City: Anchorage

1. Hours of operation 7 am - 12 am Telephone Number: \_\_\_\_\_

2. Have police been called to your premises for any reason? ☐ Yes ☒ No  
(If you answered yes, please explain below).

3. \* Duties of employment: server host kitchen staff cleaning staff

4. Are video games available to the public on your premises? ☐ Yes ☒ No

5. Do you provide live entertainment, such as live music, pool tables, karaoke, dancing, sports or pin-ball?  
☒ Yes ☐ No

6. How is food served? ☒ Table Service ☐ Buffett Service ☐ Counter Service ☐ Other \_\_\_\_\_

7. Is an owner, manager or supervisor 21 years of age or older always present during business hours? ☒ Yes ☐ No

\*\*\* A MENU AND DETAILED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION \*\*\*

\*Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

\*\*Please attach additional sheets of paper if more space is needed to describe food service, entertainment, etc.

Licensee Signature [Signature]

Local Governing Body Approval see attached email

Subscribed and sworn to before me this 6 day of May

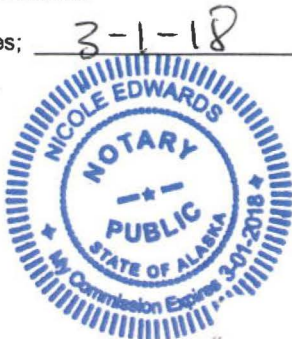
Date 07/23/14

Notary Public in and for Alaska

My Commission expires: 3-1-18

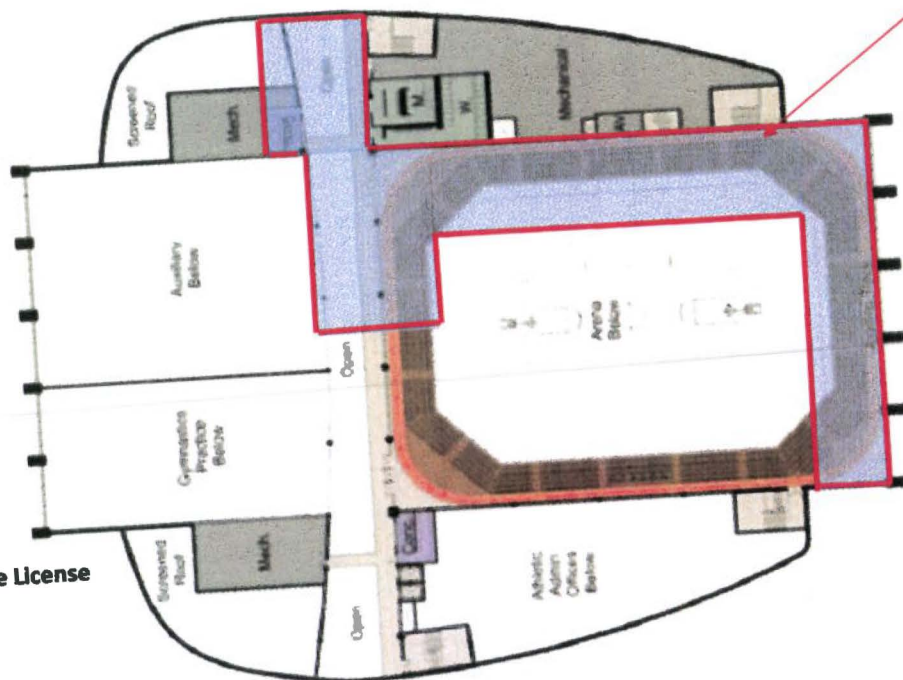
Director, ABC Board

Date \_\_\_\_\_





*Alaska Airlines*  
University of Alaska - Anchorage



Areas Requesting Recreational Site License  
• Event Concourse & Sitting area

Balcony Level

Event Concourse & Sitting Area  
(Recreation Service Area 2)

**APPROVED DIAGRAM**

STATE OF ALASKA - DEPT. OF COMMERCE  
COMMUNITY AND ECONOMIC DEVELOPMENT  
ALCOHOLIC BEVERAGE CONTROL BOARD

Date

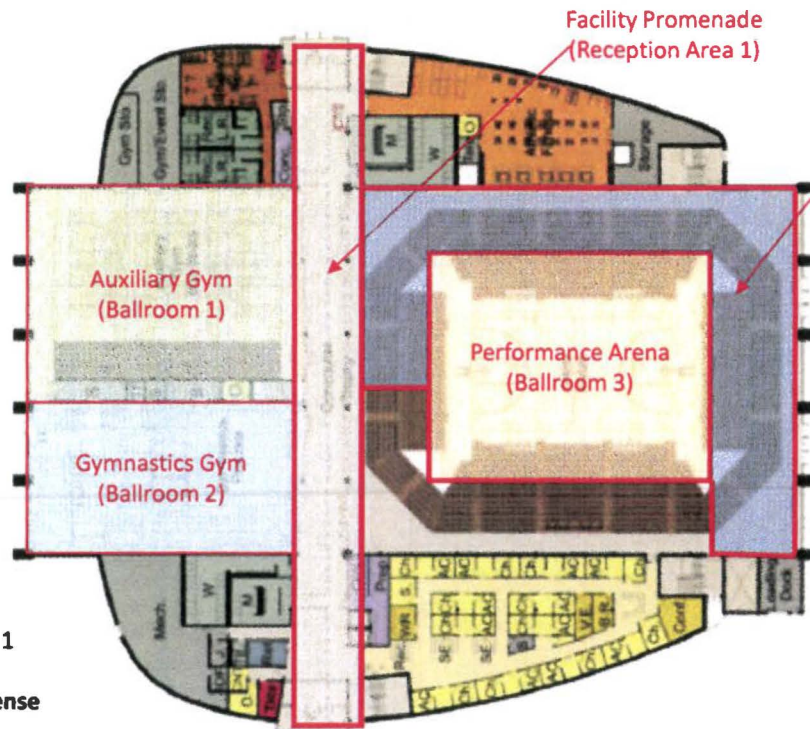






# Alaska Airlines

University of Alaska - Anchorage



Event Concourse & Sitting Area  
(Recreation Service Area 1)

## Areas Requesting Restaurant License

- Auxiliary Gym / Ballroom 1
- Gymnastics Gym / Ballroom 2
- Performance Arena / Ballroom 3
- Facility Promenade / Reception Area 1

## Areas Requesting Recreational Site License

- Event Concourse & Sitting area



Entry Level

**APPROVED DIAGRAM**  
STATE OF ALASKA - DEPT. OF COMMERCE  
COMMUNITY AND ECONOMIC DEVELOPMENT  
ALCOHOLIC BEVERAGE CONTROL BOARD

*[Signature]*  
Date *[Signature]*

## UAA Alaska Airlines Center Sample Concessions Menu

CLASSIC CONCESSIONS	Portion	Price
Seawolf Jumbo Hotdog	4:1	\$5.00
Sausage – Reindeer or Polish	5 to 1	\$6.00
Hot Dog	6 to 1	\$3.50
Jumbo Pretzel	5 oz.	\$4.00
Cheese or Chili Cup	3 oz.	\$1.50
Nachos	3 oz.	\$4.50
Fresh Popped Popcorn – Large	85 oz.	\$5.00
Fresh Popped Popcorn – Small	48 oz.	\$4.00
Peanuts	4 oz.	\$4.00
Cracker Jacks	Box	\$3.00
Candy	Large	\$3.00
BEVERAGES	Portion	Price
Souvenir Soda	32 oz.	\$4.50
Small Soda	24 oz.	\$3.50
Youth	12 oz.	\$2.00
Bottled Water	20 oz.	\$4.00
Bottled Soda	20 oz.	\$4.00
Sports Drinks and Vitamin waters	20 oz.	\$4.50
Draft Domestic Beer	16 oz. 20 oz.	\$7.00
Draft Import & Micro Brew or Hard Cider	14 oz. 20 oz.	\$8.00
Packaged Beer	16 oz.	\$7.00
Wine	8 oz.	\$7.00
Coffee	12 oz.	\$3.00
BALANCED ATTACK	Portion	Price
Fresh Fruit Cup	8 oz.	\$5.00
Veggie Cup with Ranch Dipping Sauce	8 oz.	\$4.00
Yogurt Parfait	Ea.	\$5.00
Chef Salad	Bowl	\$8.00
Chicken Caesar Wrap	3 oz.	\$8.00
Peanut Butter and Jelly Sandwich	3 oz.	\$4.00
Turkey Club Sub	3 oz.	\$6.00
Naked Fruit Drinks	16 oz.	\$4.50
Sushi Rolls	Pk.	\$7.50
Subway Sandwich Ham, Turkey	6"	\$6.00
Coffee	12 oz.	\$3.00
Fresh Baked Items	2	\$3.00



ULTIMATE NACHO		Portion	Price
Pulled Pork, Chicken or Beef Nacho		4 oz.	\$10.00
Salmon		4 oz.	\$11.00
Vegetarian		4 oz.	\$9.50
Mexican Salsa and Tortilla Chips		6 oz.	\$6.00
Churros		2 ea.	\$4.00
SEAWOLF GRILL		Portion	Price
Angus Burger		1/4 lb.	\$5.00
Angus Sliders (4 mini burgers)		8 oz.	\$6.00
Grilled Chicken Sandwich		4 oz.	\$7.50
Grilled Salmon Sandwich		4 oz.	\$7.50
Chicken Strips		3 oz.	\$6.00
Basket Option with Kettle Chips or Fries		Add	\$4.00
Garlic Fries		5 oz.	\$5.00
Sweet Potato Fries		5 oz.	\$5.00
French Fries			\$4.00
PIZZA		Portion	Price
Pepperoni, Cheese, Sausage,		6 Slice	\$5.00
Bread Sticks & Dipping Sauce		4	\$4.00
Garden Salad w Dressing		12 oz. Bowl	\$5.00
Pan Brownie		6 Slice	\$7.00
CARVED SANDWICHES		Portion	Price
Carved Turkey, Ham, or Beef (one per game)		3 oz.	\$10.00
Pulled Pork, Brisket, or Sloppy Joe (one per game)		3 oz.	\$8.00
Sandwiches served with Kettle Chips and a Pickle		3.oz	\$7.00
CRAFT & CARRY		Portion	Price
Local & Craft Beer		Ea.	\$8.00
Hard Cider		Ea.	\$8.00
Wine		6 oz.	\$7.00
Bottle Soft Drinks & Water		20 oz.	\$4.00
Sausage		5:1	\$6.00
Gourmet Pretzel		Ea.	\$5.00



# Municipality of Anchorage

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

## Office of the Municipal Clerk Licensing

July 23, 2014

Ms. Sarah Oates  
Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, Alaska 99501

RE: Anchorage Assembly Action on Liquor Licenses

Dear Ms. Oates:

The Anchorage Municipal Assembly at its regular meeting on **July 22, 2014** took the following final action:

### APPROVED/NON-OBJECTION

#### New

- **Restaurant/Eating Place**  
-Varsity Sports Grill LL # 5327
- **Recreational Site**  
-Alaska Airlines Center LL #5328

#### Transfer of Ownership

- **Restaurant/Eating Place**  
-Villa Nova Restaurant LL #1608

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

Cordially,

Amanda K. Moser  
Deputy Municipal Clerk

Concur,

Barbara A. Jones  
Municipal Clerk

*for*



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## New Liquor License

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is: ☒ Full Year OR ☐ Seasonal List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
Office Use: License Year: <u>2014/2015</u>	License Type: Recreational Site	Statute Reference Sec. 04.11.210	License Fee: \$ 800.00
Office Use: License #: <u>5328</u>			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage	Community Council Name(s) & Mailing Address: University Area Community Council c/o Jacob Gondek, Chair gondey1981@hotmail.com		Rest. Desig. Permit Fee: \$ <u>50</u> 11365
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): NANA Management Services, LLC	Doing Business As (Business Name): Alaska Airlines Center	Business Telephone Number: (907) 273-2400 Fax Number: (866) 661-0095	Fingerprint: \$ (\$51.50 per person) TOTAL \$900.00 950-
Mailing Address: 5600 B Street	Street Address or Location of Premises: 3550 Providence Drive Anchorage, AK 99508	Email Address: licensing@nmsusa.com	
City, State, Zip: Anchorage, Alaska 99518			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: On UAA Campus Grounds	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: Anch Wesleyan: 0.3 mile	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input checked="" type="checkbox"/> New building		<input checked="" type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

## New Liquor License

### SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☒ Yes ☐ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Derrell W Webb II	NW Properties LLC DBA UnWINEd	Package	751 E 36th Avenue, Anchorage	Alaska

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

### SECTION D – OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): NANA Management Services, LLC	Telephone Number: (907) 273-2400	Fax Number: (866) 661-0095
Corporate Mailing Address: 5600 B Street	City: Anchorage	State: Alaska
Name, Mailing Address and Telephone Number of Registered Agent: Jacquelyn R. Luke, 909 W. 9th Avenue, Anchorage, Alaska 99501	Date of Incorporation OR Certification with DCED: 1/1/1978	Zip Code: 99518
State of Incorporation: Alaska		

Is the Entity in "Good Standing" with the Alaska Division of Corporations? ☒ Yes ☐ No

If no, attach written explanation. Your entity **must** be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
NANA Development Corporation	Member	51	909 W. 9th Avenue, Anchorage, AK 99501	(907) 265-4100	N/A
Sodexo Alaska, LLC	Member	49	9801 Washingtonian Blvd, Gaithersburg, MD 20878	(301) 987-4000	N/A
<del>Derrell W Webb II</del>	<del>VPO, FEM</del>	<del>0</del>	<del>13851 Shadow Lane, Anchorage, AK 99516</del>	<del>(907) 263-1731</del>	<del>3-23-1965</del>
removed per email request 06/20/14 gch					

NOTE: If you need additional space, please attach a separate sheet.

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## New Liquor License

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

### SECTION E - OWNERSHIP INFORMATION - SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

**Individual Licensees/Affiliates** (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:
Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:

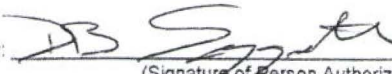
### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s) Signature	Signature of Licensee(s) Signature
Signature	Signature
Name & Title (Please Print) Derrell W. Webb II, VP Operations, Food and Facilities	Name & Title (Please Print)
Subscribed and sworn to before me this 9 <sup>th</sup> day of April, 2014	Subscribed and sworn to before me this day of ,
Notary Public in and for the State of <u>Alaska</u>	Notary Public in and for the State of _____
My commission expires: 09/15/15	My commission expires:





<b>Award/ Contract</b>	Contract Number: <b>UAA 65</b>	Orig.Contract Date July 1, 2007	Required Completion Date June 30, 2019		Page 1 of 6
			Purchase Request Number N/A		
Issued By: University of Alaska Anchorage Procurement Services Department 3890 University Lake Drive Suite 106 Anchorage, AK 99508		Submit Invoices To: University of Alaska Anchorage Accounts Payable PO Box 141609 Anchorage, AK 99514-1609			Accounting Data  N/A
Contractor: Attn: Darrell Webb NANA Management Services, LLC 5600 B Street Anchorage, AK 99508		Ship To/Mark For: University of Alaska Anchorage Housing, Dining and Conference Services 3700 Sharon Gagnon Lane Anchorage, AK 99508			Delivery: F.O.B.  <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other
Item	Title and Description of Supplies/Services	Quantity	Unit	Unit Price	Amount
	<p align="center"><b>AMENDMENT NO. SIX (6)</b>  <b>Effective April 2, 2014</b></p> <p><b>The University of Alaska Anchorage is amending this contract as noted in Attachment A.</b></p> <p><b>All other terms and conditions of this contract remain unchanged.</b></p>				
		<b>Total Amount of Contract</b>			
<b>CONTRACTOR'S NEGOTIATED AGREEMENT:</b> (Contractor is required to sign this document and return all copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein).  Name of Contractor: <b>NANA Management Services, LLC</b>  By:  (Signature of Person Authorized to Sign)		<b>AWARD:</b> Your offer on Solicitation No 07P0006MG, including the additions or changes made by you, which additions or changes are set forth in full herein, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the University's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. (A purchase order may also be issued for administrative purposes.)  Name of Contracting Agency: <b>University of Alaska Anchorage</b>  By: _____ (Signature of University Procurement Officer)			
Name and Title of Signer (type or print) David B Springgate President		Date Signed 4/15/14		Name of Procurement Officer (type or print) Mary Beth Overturf, CPPO UAA Procurement Services, Director	
				Date Signed	

**The following changes are hereby incorporated into this contract.**

**SECTION ONE: GENERAL**

A. The contract period is revised as follows.

From:

July 1, 2012 through June 30, 2014 with one (1) additional two (2) year renewal option

To:

July 1, 2012 through June 30, 2019, with no options for renewal.

B. The contract administrators are:

Heath Franklin, Contracts Manager, University  
Housing/Dining/Conference Services, for all services related to campus  
dining and catering, except at the Alaska Airlines Center (AAC).

Keith Hackett, Director, Athletics, for all services related to the Alaska  
Airlines Center.

- C. The new facilities at the Alaska Airlines Center to include concessions stands and a restaurant shall be added to this contract. All references in the contract to the dining services program shall include these facilities and all applicable obligations therein shall be transferred to these facilities unless specifically noted otherwise.
- D. The Contractor's proposal dated November 19, 2013 (attached) is hereby incorporated into this contract. If any terms and conditions in that proposal differ from those in this contract modification, the language of this contract modification shall prevail.
- E. The Facility Accrual Funds described in Section Two and Section Three of this Contract Amendment are valid from July 1, 2014 through June 30, 2019 only.
- F. All rights not expressly granted in this contract are hereby retained by UAA.

**SECTION TWO: DINING SERVICES PROGRAM (EXCLUDES THE AAC)**

- A. Capital Contribution: The Contractor shall provide up to \$500,000 as a Capital Contribution on an as needed basis to enhance the student dining facilities on the UAA campus. The Contractor and the University shall mutually agree as to how the capital contribution is expended.

The Contractor shall amortize the \$500,000 capital contribution as a cost of operation on a straight-line basis commencing as funds are distributed; to be fully amortized over a ten (10) year period. At the time this contract expires, or is terminated by either party for any reason whatsoever prior to the June 30, 2019, the University shall reimburse the Contractor for any un-amortized portion of the Capital Contribution within thirty (30) days of the effective date of termination or expiration.

As the Contractor expends these funds on behalf of the University, the Capital Contribution shall be calculated based on actual cost (without markup) as evidenced by supporting documentation (invoices etc.).

- B. Facility Accrual Fund: The Contractor shall establish a Facility Accrual Fund of 1.25% of on campus dining services and catering gross revenues generated by NMS, excluding the Subway Restaurant, to ensure continuous improvement of facilities and equipment. UAA shall own the improvements made from the Facility Fund. However, any funds remaining in the account at the end of the contract term shall belong to Contractor.
- C. The pricing for Board Meal Plans shall not increase more than 3.5% annually unless Contractor demonstrates to UAA's satisfaction that costs have increased more than 3.5%. In this circumstance, UAA and Contractor will negotiate a rate increase in good faith.
- D. The Contractor's retail and catering pricing shall increase 5% annually. However, in no event shall price increases exceed comparable market pricing for like items.



### **SECTION THREE: RESTAURANT/CONCESSION SERVICES – AAC ONLY**

A. Capital Contribution: The Contractor shall provide a total of \$1,600,000.00 as follows:

1. The amount of \$1,425,000.00 payable no later than Friday, April 18, 2014, or upon execution of this amendment, whichever is later, for:
  - a) Design, general construction and equipment deposits for the AAC restaurant
  - b) Equipment, millwork and finishes for the AAC restaurant
  - c) Equipment, furniture and smallwares for the AAC restaurant

The University shall provide the Contractor with the scope of work for this expenditure for review prior to submission to AAC General Contractor for action. Any portion of the capital contribution which is not used as indicated above, shall be applied to other equipment/furniture/smallware requirements in the AAC, upon mutual agreement of UAA and the Contractor

2. The amount of \$175,000.00 to be expended by Contractor for:
  - a) Catering and concessions smallware and service carts for the AAC
  - b) Concessions and restaurant equipment and smallwares for the AAC

When the Contractor expends the funds on behalf of the University, the Capital Contribution shall be calculated based on actual cost (without markup) as evidenced by supporting documentation (invoices etc.).

The Contractor and the University shall mutually agree as to how the capital contribution is expended. The Contractor shall amortize the \$1,600,000 capital contribution as a cost of operation on a straight-line basis commencing 30 days after restaurant opens to be fully amortized over a ten (10) year period. At the time this contract expires, or is terminated by either party for any reason whatsoever prior to the June 30, 2019, the University shall reimburse the Contractor for any un-amortized portion of the Capital Contribution within thirty (30) days of the effective date of termination or expiration.

B. Facility Accrual Fund: The Contractor shall establish a Facility Accrual Fund of 1.0% of gross revenues for the restaurant, concession and catering services produced in the AAC, generated by NMS, to ensure continuous improvement of facilities and equipment. UAA shall own the improvements made from the Facility Fund. However, any funds remaining in the account at the end of the contract term shall belong to Contractor.

C. Restaurant Commission:

- July 1, 2014 through June 30, 2015: No commission on gross restaurant sales.
- July 1, 2015 through June 30, 2016: 3% commission on gross restaurant sales.
- July 1, 2016 through June 30, 2019: 5% commission on gross restaurant sales.

Restaurant commissions to be paid monthly by Contractor to UAA Athletics. Contractor shall provide a \$25,000 per year restaurant credit for the University's use.

- D. Concession Commission: Concession commissions shall be scaled based on annual Contractor gross sales as follows. Excluding year one (1) only, when levels are achieved, commissions shall retroactively be applied back to dollar one. The "Annual Concessions Sales" thresholds, excluding Subcontractor Sales, shall increase by 3.5% annually (e.g. \$1 to \$400,000 shall increase to \$1.35 to \$414,000).

Annual Concession Sales	Paid to UAA Athletics
\$750,000 and above	33%
\$400,001 to \$750,000	30%
\$1 to \$400,000	25%
Subcontractor Sales (Net)	50%

Concession commissions to be paid monthly by Contractor to UAA Athletics.

- E. Sales Projections: The Contractor's gross sales projections are based on the following:

Area	Estimated Attendance	Estimated Gross Sales
Restaurant	85,000	\$1,875,000
Concessions	411,000	\$837,500
Catering	24,000	\$620,000
TOTAL	520,000	\$3,332,500

Negotiations for adjustments to Commission Structure and/or fees for the AAC, after the first year of this Contract Modification period, may be requested once during each fiscal year (July 1 through June 30). Substantiating documentation (actual sales, revised sales projections, local economic information, published rates, etc.) must be submitted at least 60 days before the end of each fiscal year (by June 1) to support such requested adjustments.

- F. Contractor's retail pricing shall increase 5% annually. However, in no event shall price increases exceed comparable market pricing for like items.
- G. Contractor shall obtain and maintain all necessary local, state and federal licenses and permits (including alcohol licenses) to operate the restaurant and concessions operations.
- H. Contractor shall be responsible for cleaning all areas in the restaurant kitchens, concessions stands and plating areas above 5 inches from the floor as necessary to maintain sanitation standards mandated by local, state and federal law and regulation and this contract.
- I. UAA retains all rights to execute food branding sponsorships for the AAC. Contractor may execute food branding sponsorships only with the prior approval of UAA. If sponsorships by either party result in cost increases to the other party, UAA and Contractor shall negotiate a remedy in good faith. If sponsorships by either party result in a cost savings, UAA and Contractor shall negotiate the application of that cost savings in good faith.



### SECTION THREE: CATERING SERVICES – AAC ONLY

#### A. Service Fee

1. Catering Services at the AAC and using the AAC restaurant kitchen facility:

Contractor shall collect a 10% service fee on the value of each catering order contract and remit to UAA Athletics on a monthly basis.

2. Catering Services at the AAC and using the UAA Dining Commons or other off-site facility:

Contractor shall collect a 10% service fee on the value of each catering order contract and remit 50% to UAA Dining Services and 50% UAA Athletics on a monthly basis.

#### B. Commission

1. Catering Services at the AAC and using the AAC restaurant kitchen facility:

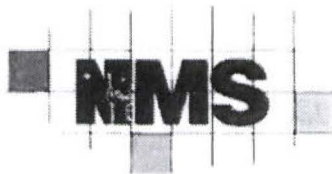
Contractor shall remit a 10% commission on the value of each catering order contract, in excess of a total of \$500,000 annually, and remit to UAA Athletics on a monthly basis.

2. Catering Services at the AAC and using the UAA Dining Commons or other off-site facility:

Contractor shall remit a 10% commission on the value of each catering order contract, in excess of a total of \$500,000 annually, and remit 50% to UAA Dining Services and 50% UAA Athletics on a monthly basis.

- C. Contractor's catering pricing shall increase 5% annually. However, in no event shall price increases exceed comparable market pricing for like items.

- D. Contractor shall obtain and maintain all necessary local, state and federal licenses and permits (including alcohol licenses) to provide catering operations.



## Food & Facilities

November 19, 2013

Dr. William Spindle  
Vice Chancellor for Administrative Services  
University of Alaska Anchorage  
3211 Providence Drive  
Anchorage, Alaska 99508

Dear Bill:

We are very proud to have been your campus dining services provider for the past 6 years. During that time, we have learned a great deal about you, our UAA Partner and the entire UAA community. We know you value quality. We know you value relationships with those you support-and those that support you. We know you expect excellence.

With the opening of the UAA Alaska Airlines Center, the UAA community and NMS have a unique opportunity to set the new standard of excellence in delivering an exceptional guest experience at a world-class venue.

We have crafted a proposal for the operation of the dining, concessions and catering program at the arena that will assist you in becoming the benchmark entertainment and athletic facility in the state of Alaska and beyond. Every facet of this program is based upon our drive to delight our guests and provide an extraordinary experience to each and every arena visitor. Key elements of our proposal include the following:

- Local community products and partnerships that will build the Alaska Airlines Center as the premier venue.
- Creating a restaurant that offers a delectable menu in an inviting atmosphere that engages both the UAA and Anchorage communities.
- Exclusive in-suite menu options and arena catering menu to meet the varied requirements of our guests.
- Menu selections across all platforms that are created to appeal to the preferences of our customers
- Food presentation and quality are a combined focus of our program. Food will be freshly prepared as much as possible in front of our guests.
- A custom marketing and social media communications program that addresses the needs of your current and future guests.

NMS Food & Facilities

Food Service | Housekeeping & Janitorial Services | Specialty Cleaning Services  
443 E. 4<sup>th</sup> Ave • Anchorage, Alaska 99501 | p: 907 263-1700 | f: 907 263-1701 | [www.nmsusa.com](http://www.nmsusa.com)





## Food & Facilities

Our focus has, and will continue to remain this: to meet and exceed our customers' expectations each and every day. As you review our proposal, we trust you will find that NMS is eminently qualified to deliver an impeccable dining and concession program to your guests. Should any questions arise, I invite you to contact me for clarification.

We have been privileged to serve the UAA community and we look forward to extending our partnership through the delivery of an exceptional program at the UAA Alaska Airlines Center.

Respectfully yours,

Derrall Webb  
Vice President of Operations  
Food and Facilities Management  
907-263-1731 Office  
907-360-0664 Cell  
907-263-1701 Fax  
[derrall.webb@nmsusa.com](mailto:derrall.webb@nmsusa.com)

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## Introduction

UAA has made a significant investment in the UAA Alaska Airlines Center Sports Arena (herein Alaska Airlines Center) and needs a food and beverage partner that embraces its vision and mission and can support UAA in achieving their goals. Choosing NMS as your food and beverage partner on this exciting endeavor ensures UAA can deliver a world-class experience to the Alaska Airlines Center's guests.

UAA, while already a thriving and vibrant campus, is poised to become one of the premier and preferred universities on the west coast. The Alaska Airlines Center is the flagship of UAA's bright future, and NMS is committed to ensuring that the guest experience reflects UAA's vision to

- Be a gathering place of celebration for students, faculty, staff, alumni, youth and others in the community.
- Be a powerful tool to demonstrate Seawolf excellence in athletics, academics, recreation and performance.
- Become a welcoming "front porch" for the UAA campus.
- Provide an advantage in recruiting and retaining students, faculty and staff.
- Become a UAA center of demonstrable excellence in creative performance, entertainment and event production, thereby enhancing the university's role in Anchorage and Alaska.

In our conversations with UAA, one overarching goal was prevalent: to firmly establish UAA as the premier collegiate experience in the Pacific Northwest. The success of the Alaska Airlines Center is key to developing that reputation. NMS can support UAA in this undertaking in several ways.

First, we will create a one-of-a-kind dining experience for the campus community, the UMed district and all of Anchorage with our Bistro 54 restaurant. The restaurant is designed to be a destination in itself and will attract clientele year-round outside of the arena's event schedule. For those visiting Anchorage, it will be on the must-do list and for Anchorage residents, it will become a regular favorite. It will be a unique experience, centered around an open kitchen concept, where guests can watch the chefs in action and interact with them as they prepare delectable dishes.

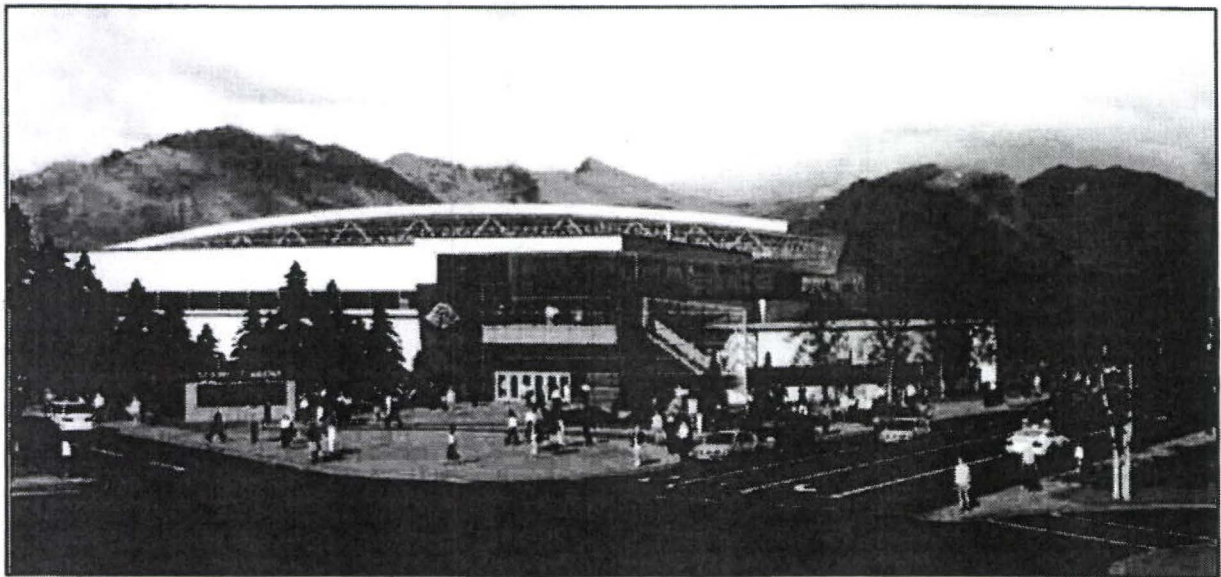
Second, NMS will drive business in the restaurant, arena concessions and suites & catering with a keen focus on quality—quality of the food, of the service, of the overall experience. The high caliber of our service staff will ensure a pleasant and memorable experience for your customers. Service with a smile builds repeat business and our employees are trained to go the extra mile to make a customer happy. The quality of the food served at the center will leave our competition in the dust. No longer will sports fans have to settle for cold nachos and warm beer. With several food carts placed strategically around the Center, patrons will be able to move quickly through shorter lines and get to their seats before the action starts.

Third, NMS will help build the UAA brand. Your mission statement says that the brand is "forward looking, remarkable, accessible, and welcoming – a place where 'Amazing Stories Are Being Written Every Day.'" NMS will put those traits into practice at every opportunity. Our restaurant design is forward looking, our service remarkable and our people are accessible and welcoming. NMS understands the power of brand and will be your brand ambassadors to each guest. Our marketing and promotional materials will be completely aligned with UAA's brand standards, further entrenching the idea of UAA's preeminence in the minds of the center's patrons. Our advertising campaigns will reinforce the brand and draw in new guests.

We have crafted a proposal for the operation of the dining, concessions and catering program at the arena that will assist you in becoming the benchmark entertainment and athletic facility in the state of Alaska and beyond. We have been privileged to serve the UAA community and we look forward to extending our partnership through the delivery of an exceptional program at the UAA Alaska Airlines Center. On the following pages, you will find sections on

- Bistro 54
- Concessions
- Suites & Catering
- Management & Operations
- Financial Partnership

We are excited to help UAA write the amazing story of the UAA Alaska Airlines Center—it's one we're sure will attract nation-wide attention and help establish UAA as *the* place to be now and in the future.





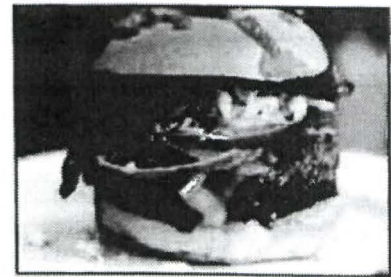
## Bistro 54 Restaurant

The UAA campus community hosts a wide variety of customers and guests who need quality dining options at every service level—options that reflect your image and create exceptional experiences. The advent of the Alaska Airlines Center offers UAA a unique opportunity to create a one-of-a-kind venue for all their customers. NMS will work with UAA to create a distinctive program focusing on service, value, quality and flexibility, complementing the UAA brand with every dining experience.

With the creation of this world-class facility comes the ability to fashion an unparalleled dining experience in a sports/performance setting. Creating a premier restaurant that offers a delectable menu in an inviting atmosphere that engages both the UAA and Anchorage communities will set the new standard of excellence for every similar university or municipal operated venue.

Whether it's a pregame dinner with the family, sports fans gathering to watch the Seawolves, or just an evening out with friends, Bistro 54 is the place to be.

The name depicts the menu and style we are looking for and '54 (1954) is the year the University of Alaska Anchorage was founded. For now, it is a placeholder and we look forward to working with you to finalize the concept into reality. Your NMS team surveyed many of the local eateries and spoke with many people, on and off campus, to develop the menu, style and program for Bistro 54. The following reviews our processes, planning and menu – bon appétit!



## Research and Plan Development

First and foremost—the NMS team listened to the vision of the restaurant that was expressed by key UAA stakeholders. Then NMS completed comprehensive market research of current restaurants in the Anchorage area of similar size and theme to develop our understanding of our strengths, weaknesses, opportunities and threats in the marketplace and in the current environment.

### *What we learned:*

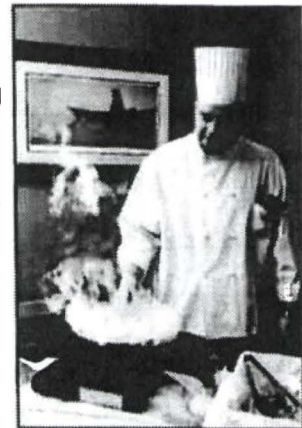
- There is a demand for quality dining in a comfortable environment.
- Over 50,000 people live and work in the area surrounding the restaurant.
- UAA Athletics, Advancement, Faculty and Staff need a convenient place to dine.
- Hospital employees are seeking convenient alternative dining options to fast food.
- Families visiting campus or the hospitals are looking for a great dining option within walking distance.
- The ability to park, dine and attend an event at the arena would be enjoyed by many.
- Patio dining—with a view is highly desirable.
- A restaurant in the arena would build traffic and introduce many new guests to the UAA community.

*What we did:*

- Visited many of the successful Anchorage restaurants that were similar in the expressed vision of the arena restaurant. The list included Glacier Brew House, Moose's Tooth, Midnight Sun Loft, Whales Tail, Bear's Tooth, Humpy's and others.
- Reviewed menus of our favorite restaurants from around the country including Purple of Seattle, Postino's of Phoenix and many more.
- Carefully considered the space and service requirements needed.
- Developed a menu focused on flavor and presentation.
- Sampled many of the dishes and developed the menu
- Developed a format that is open and flexible to allow for future trends.

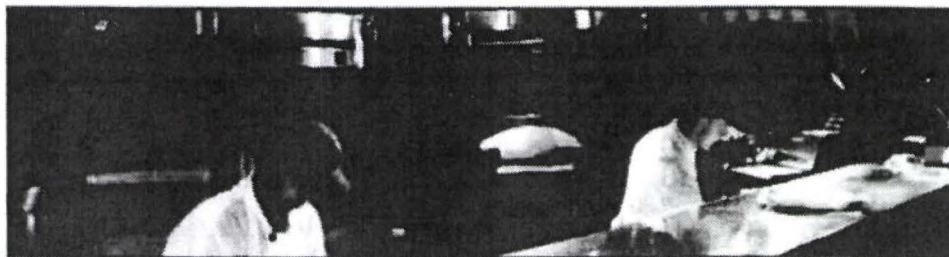
With its distinctive menu and convenient location in the UMed District, Bistro 54 will attract clients from multiple market segments including universities, corporations, hospitals, game day fans, and travelers staying at local hotels, local neighborhoods and conference groups. By identifying specific target markets and understanding their individual needs and perspectives, we can develop a strategy that appeals to each.

Bistro 54 was designed to create a casual richness with contemporary relevance by using the Seawolf branding palette and materials that embody quiet excitement, comfort and visual interest. We used an emotional color language that is warm, friendly, bold, vigorous and comforting. Bold geometric design elements along with metal, glass, wood and color surfaces surround you. The environment will recharge your energy, help you relax and encourage a peaceful and productive state of mind.



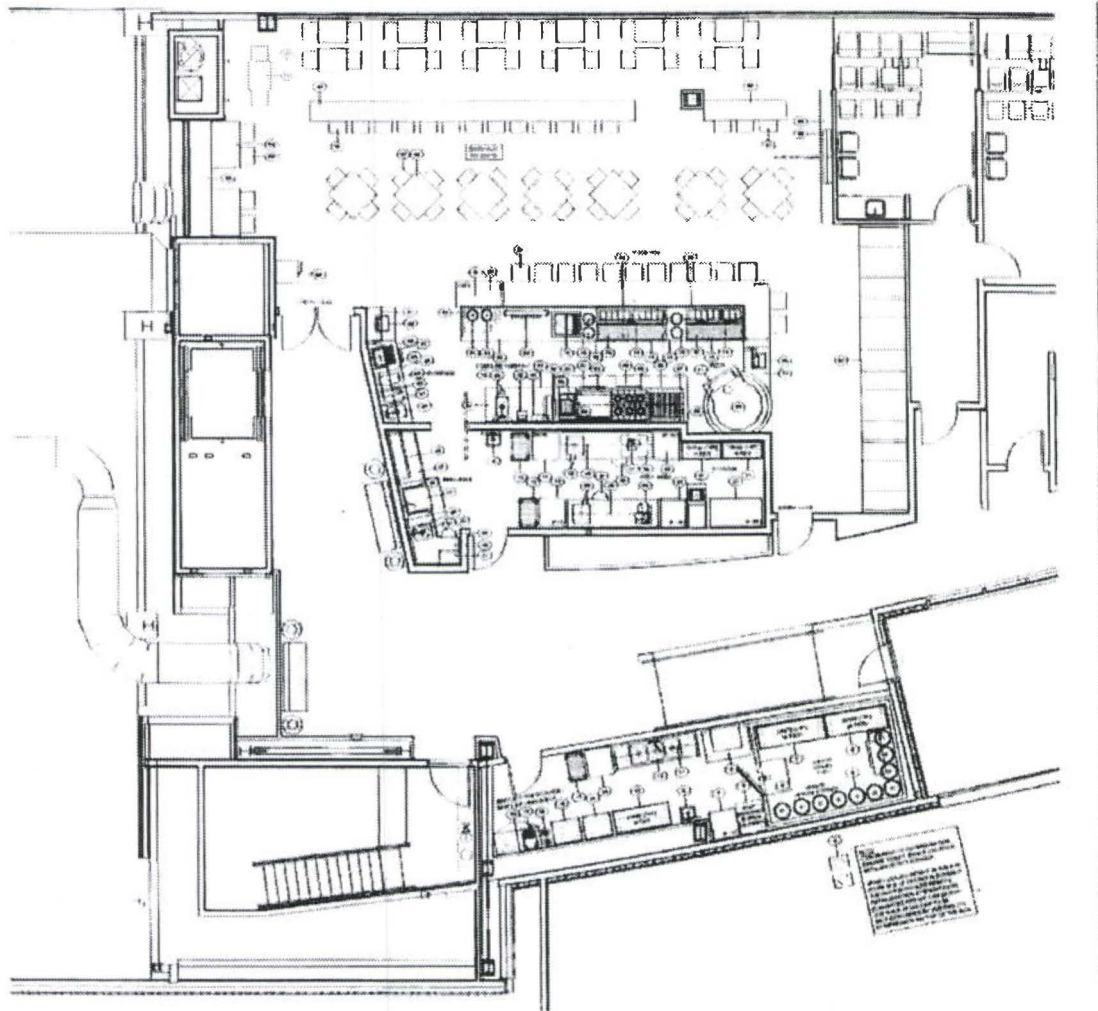
We incorporated several focal points in the overall design of the Bistro to include:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ Open display kitchen that is warm, inviting and bright.</li> <li>▪ Dynamic seating at the food bar for easy viewing of food preparation and chef interaction.</li> <li>▪ Inclusion of a 16 bottle wine distribution system that will allow guests to purchase a single glass or sample a flight of wines.</li> <li>▪ Dramatic contrast of color and materials</li> </ul> | <ul style="list-style-type: none"> <li>▪ Silstone natural quartz counter tops</li> <li>▪ Flexible seating</li> <li>▪ Flat screen televisions for event viewing</li> <li>▪ Suite seating for event dining and viewing</li> <li>▪ Harmonized selection of furniture</li> <li>▪ Maple wood resin table tops</li> <li>▪ Upholstered booth and settee seating</li> <li>▪ Patio seating with an outdoor dining option</li> </ul> |
|---|--|

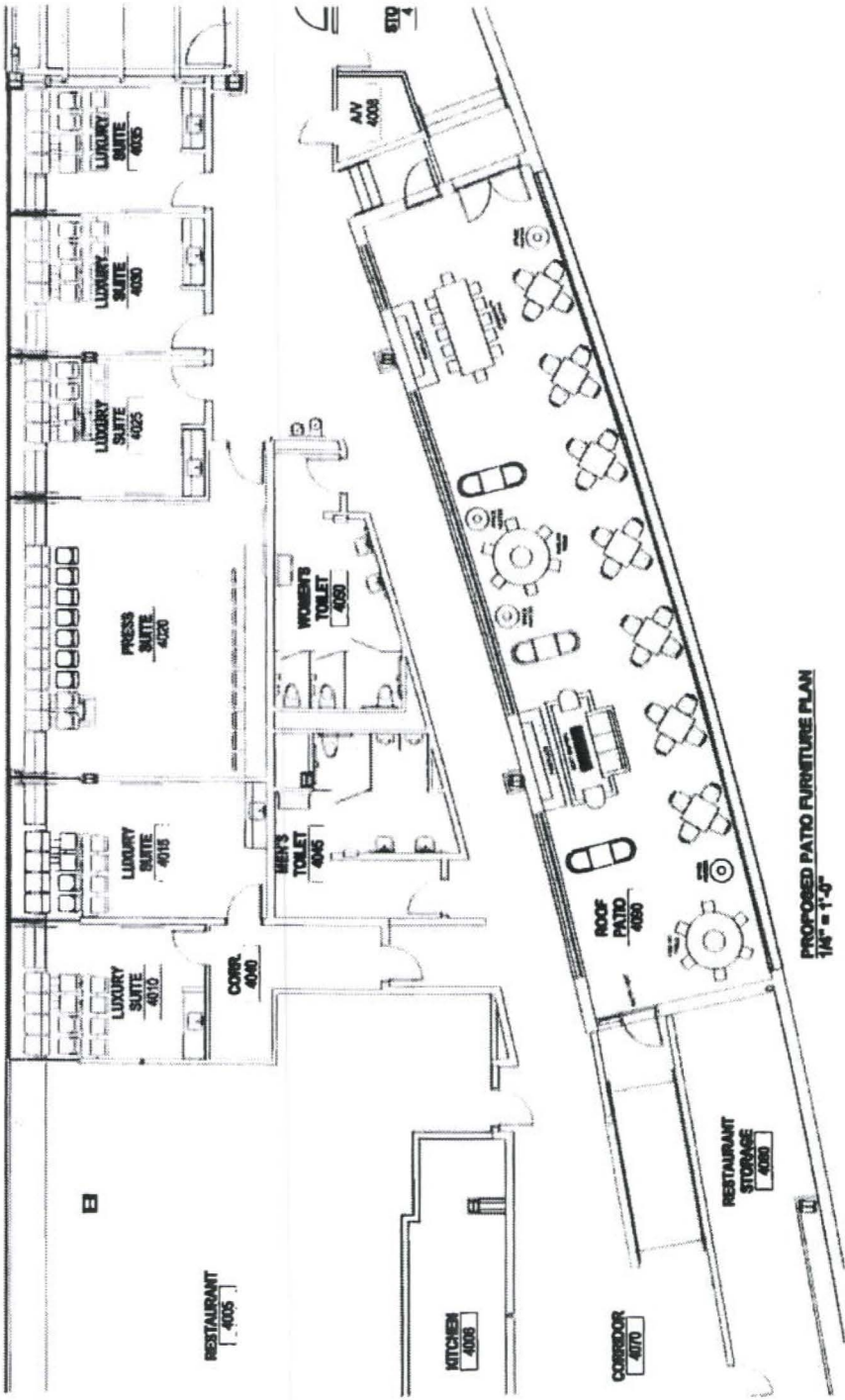




Bistro Renderings



FOOD SERVICE FURNITURE AND EQUIPMENT FLOOR PLAN  
W-104







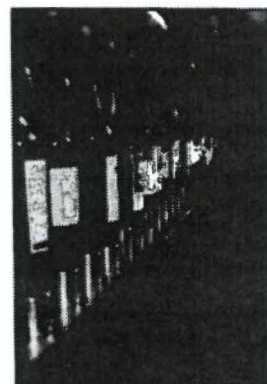
### Marketing and Promotion

Quality offerings and service—this is our competitive advantage that will distinguish and push Bistro 54s' brand into the marketplace. We will promote Bistro 54 as a destination for quality dining in a relaxed atmosphere where you can enjoy a premium glass of wine, watch the game or bring the family. We will establish a high standard of excellence for creative cuisine served by a professional, well-trained staff that is sure to cause guests to come back again...and again.

### Develop Sales Objectives

The NMS team will develop sales goals and marketing objectives that are measurable and achievable. They will be reviewed and modified each quarter to ensure success. A sample of these objectives consists of:

- Establishing targets for daily sales.
- Individually benchmark targeted audience participation for each meal period
- Weekday lunch & dinner.
- Weekend lunch & dinner
- Building guest loyalty for repeat business
- Social media: Urbanspoon, Open Seat, etc.
- Dining rewards
- Merchandise



### Communication Strategies

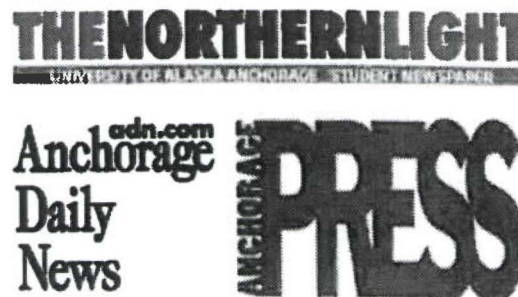
Regularly conveying the brand message of the exceptional qualities of Bistro 54 is key to gaining new guests and increasing the number of returning guests. We will employ a variety of methods to communicate with our targeted audiences to create awareness and generate customer inquiries and visits.

### Collateral

- Create Bistro 54 sales kits including business cards, stationery, etc.
- Create brochures and/or rack cards
- Develop internal communications to capture sales from visitors to campus.

### Advertising

- Determine the best vehicle(s) and placement to send out our message
- Target local and hotel publications and guides
- Local newspapers and lifestyle publications
- Arena signage and event programs
- Possible radio spots





### Public Relations

- Issue press releases to local and state wide media
- Invite key community, university and government stakeholders to tour the facility and enjoy a complimentary meal.
- Promote the ethos of Bistro 54
- Involvement with a community charity – Green Star as an example

### Co-op Marketing

- Partnering with UAA, Anchorage Convention and Visitors Bureau, Communication with Anchorage and State of Alaska Chamber of Commerce, Performing Arts Center and other organizations where appropriate
- Partnering with Alaska Airlines and other corporate entities.
- Contacting visiting athletic teams and guests

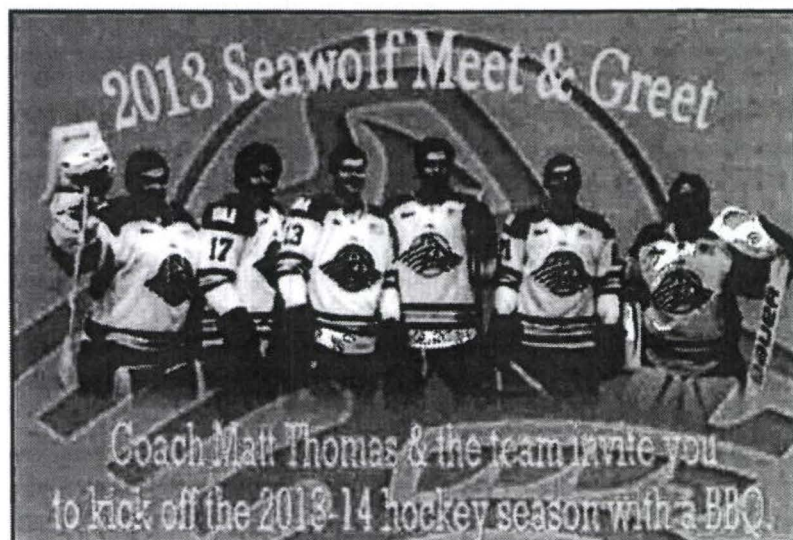


### Web and Social Marketing

- Enhance Alaska Airlines Centers' Web site with links to the restaurant and catering
- Utilize Bistro 54 Web site and push all Web traffic to that site.
- Utilize search engine optimization to drive traffic to Bistro 54s' Web site.
- Google Analytics – free tool to track marketing ROI from referring sites
- Track all reviews and Web presence – Google Alerts

### Promotional Strategies

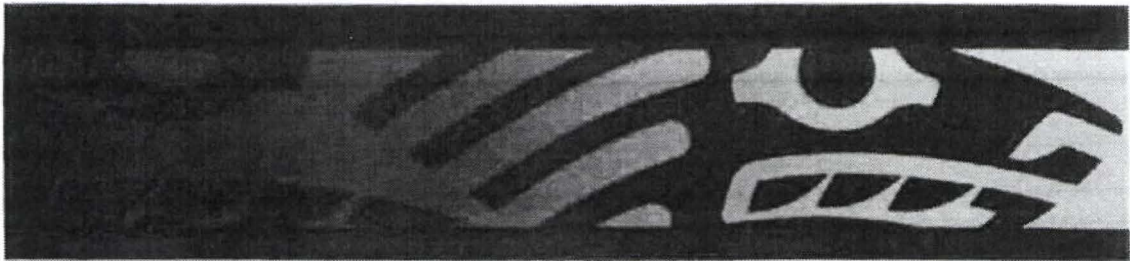
Creating fun food, special events, beverage and entertainment promotion for each season will stimulate sales and give guests a reason to return frequently. These distinctive occasions, exclusive offers, discounts and unique programs complementing Alaska Airlines Center's event calendar are sure to establish a crowd of "regulars" very quickly.



A small sampling of the events that may be used at Bistro 54 include:

- Conduct the UAA coaching staff post game TV and/or radio shows.
- Incentive for other NMS accounts to use Bistro 54 for lunch
- Event and Meeting Planner's Commission Plan for bringing new business to the facility
- Use social marketing sites to offer special limited time offers and happenings to generate participation
- Work with local and regional craft beer distributors for sponsorship themed promotions exchange for athletic marketing dollars
- Sales promotions or discounts in slower off-season months
- Review opportunities for self-produced events

The marketing strategy and plan we have outlined here is based on our significant success and experience. We will further customize this plan in alignment with UAA and UAA Athletics as well as Alaska Airlines Center to assure our partnership is totally aligned with your vision and goals, and unique to the Anchorage area.





**Sample Bistro Menu**

## **Bistro 54**

### **Salads**

#### **Seawolf Green & Gold Salad**

Butter Leaf Lettuce with  
tapenade, prosciutto, melon,  
flatbread, and chervil

#### **Campbell Creek Chopped**

Romaine hearts, bacon, avocado,  
Roasted red bell pepper, blue cheese,  
red onion and balsamic vinaigrette

#### **Kenal Kale Caesar**

Apple, walnut, Stilton blue cheese,  
mixed micro greens,  
goat cheese, quinoa, arugula

#### **Talkeetna Tabouli**

Baby spinach salad tossed with  
Tabouli and quinoa, toasted almonds,  
parmigiano reggiano with  
lemon-lime vinaigrette

#### **Cuddy Cranberry Chicken**

Pulled chicken, bacon, almonds,  
scallions, apples, dried cranberries,  
parmigiano cheese and  
cranberry-Dijon vinaigrette

#### **Chugiak Caprese Salad**

Fresh mozzarella cheese,  
hot house tomatoes and basil

#### **Grilled Halibut Nicoise Salad**

Boiled egg, peanut potatoes,  
Pickled green beans

#### **Kodiak Crab Louis**

Crisp butter lettuce topped with  
Fresh crab, hard boiled eggs, tomatoes,  
with house creamy dressing

### **Appetizers**

**Aleutian Crab and Artichoke Dip**  
Toast Points

**Bristol Bay Scallops**  
Prosciutto-wrapped Alaska scallops  
with pesto and citrus beurre blanc

**Arctic Artisan Cheese Flight**  
Assorted daily cheeses, Castelvetrano olives  
and Dalmatia fig jam

**Calamari**  
Lightly battered with  
Moroccan tomato aioli

**Bartlett Baked Brie**  
With apricot glaze, candied walnuts  
grapes and house crackers

**Bruschetta**  
Bruschetta and confit tomatoes,  
stewed red onions, Greek oregano  
and ricotta salata

**Dungeness Crab Cakes**  
Served with citrus and avocado salad  
with red pepper remoulade

**Wheat Squash Gnocchi**  
Drizzled with brown butter balsamic,  
toasted walnuts and fried sage

### **Soups**

**Cordova Seafood Chowder**  
Daily Vegetarian Soup  
Black Bean Reindeer Chili



**Pizza**

**Margarita**

Sundried tomatoes, torn fresh mozzarella,  
basil and olive oil

**Gorgonzola and Fig**

Caramelized onions, red wine poached figs,  
toasted walnuts, fresh rosemary  
and garlic oil

**Pesto Delight**

Pesto, sundried tomatoes, artichoke hearts,  
feta, mozzarella, provolone  
and garlic oil

**All Meat**

Pepperoni, Canadian bacon, sausage,  
beef, bacon and marinara sauce

**Cured Meat**

Parma Prosciutto, finocchiona salami,  
hot coppa, tomato, fresh mozzarella,  
cured Spanish piparras and  
Zoe olive oil

\*Crust choices: Spent grain wheat or gluten free

### **Entrées**

**Latitude 61 Lasagna**  
Spicy Italian sausage, ground beef  
and three cheese béchamel

**Palmer Penne Pasta**  
Smoked salmon and halibut,  
sweet peas and alfredo sauce

**Vegetable Yaki Soba**  
with soy sesame dressing

**Baranof Burger**  
Hand-Pressed Beef and Lamb Burger  
(Beecher's Smoked Flagship)  
beefsteak tomatoes, pickle, red onion  
home cut fries or sweet potato fries

**Alaska Cod Fish and Chips**  
Alaska cod with spicy remoulade, tartar sauce,  
home cut fries or sweet potato fries

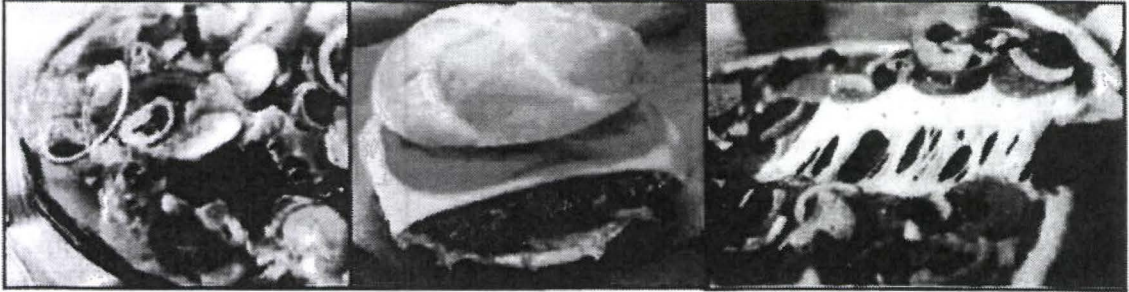
**Tenakee Temptation Top Sirloin**  
Top sirloin (5 oz.) with mashed potatoes,  
seasonal vegetables and  
tarragon demi-glace

**BLTS**  
Thickly cut crisp bacon, tomatoes,  
Alaska red salmon, greens,  
and spicy tartar sauce

**Homer Halibut**  
Alaska smoked halibut with creamy  
gruyere sauce, baked mac and cheese  
and fried carrots

**Spicy Tuna Tower**  
Marinated ahi with avocado salad,  
Wasabi tobiko wonton crisp

**Concession Program**  
*Building a New Campus Experience*



Game day at the UAA Alaska Airlines Center will be a special time, a new fan experience. Your guests look to you to ensure that each experience is enjoyable and memorable. NMS simply gives you the best of everything. We bring your fans the freshest products available, offering a variety of selections to satisfy any appetite. We not only offer hot new concepts, but serve all the classic concession foods that sports fans, concert patrons, and trade show guests have come to love. For every product we offer, the quality, freshness and service will always be the best. Your program will be focused on developing a buying environment with fan favorites like grilled chicken sandwich, garlic fries and new fresh options like sushi and Subway. Included in our plan are local products and micro brews to grow a strong marketing partnership. Partnerships are key to growing fan loyalty. It is for this reason that we are bringing you options for local Anchorage brands. As an added bonus, purchasing locally benefits the community and the environment.

***Come early, come hungry and come ready for a new fan experience!***

**Our Classic Concession Program**

As the leading food service provider in Alaska, NMS enhances each guest's event experience in every way. The fresh aromas of popcorn and sausages will greet fans the second they enter the Alaska Airlines Center. In fact, we'll make sure that's the first thing they notice. Once the smells tempt and draw in customers, our flavor and quality will keep them coming back.



Events at the Alaska Airlines Center will be special. NMS' program aims to enhance that game day and event day experience. Our Classic menu – sold at the full service concession attractions – will continue to feature all the traditional favorites your fans expect, including hot dogs, popcorn, soda and pretzels. We will complement these classic offerings by adding exciting niche items with top brands like Alaskan Sausage & Seafood, Frito lay, Kaladi Brother's Coffee and upscale baked goods. NMS understands the importance of health and wellness, so we will include nutritious alternatives such as Subway and Grab-N-Go. Sushi selections for customers who prefer such items. We will also add menu items to bar locations to expand the variety of our offerings and

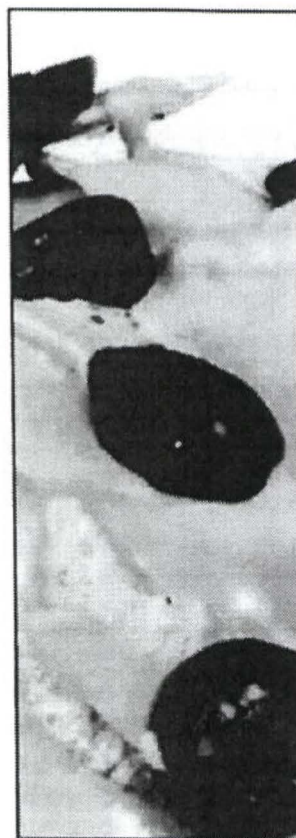


provide more points of services so guests can make one stop, eliminating standing in multiple lines and enabling them to get to their seats earlier so they don't miss out on any of the action.

After evaluating your concessions needs, we have designed a plan to take your fans' game day experience to a new level. Analyzing factors such as traffic patterns and customer preferences enable us to identify and understand purchasing behaviors and trends. Leveraging this information and our expertise, we have developed a portfolio that clearly reflects the tastes and preferences of your fan base. Here is our exciting food and services plan for the coming year for your Alaska Airlines Center.

#### Key Points about Our Menu Selection:

- Local community products and partnerships will be used to build the Alaska Airlines Center as the premier venue.
- Food presentation and quality at the Alaska Airlines Center are a combined focus of our program – food gets prepared as much as possible in front of our patrons.
- Fan focused food program to create a positive buying environment.
- A focus on speed of service through training, increased staff support and right product placement.
- Providing food options at all points of service.
- Combine time-tested favorites with diversified options, presenting a menu that pleases customers and increases revenues.
- Products are designed for quick and efficient service.
- By maintaining self-sufficiency in the food attractions, we assure adequate supply and freshness.
- Menus are created to appeal to the preferences of our customers: Your Fans.
- Every decision is made based on its impact on our clients and customers.



#### Fresh Food and Presentation

*"Presentation and freshness means everything, and we apply this approach to all our offerings."*

*Scott Evers, General Manager*

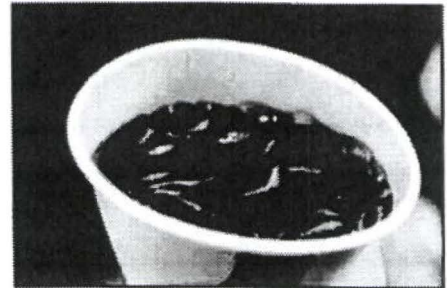
Few sports fans can resist hot dogs and popcorn prepared right before their eyes. This not only lures customers to the food attractions, but visually demonstrates NMS' commitment to freshness. That's why we use popcorn poppers and hot dog roll grills at our concession stands. Fresh presentation leads to additional sales and more satisfied customers.

### **Just In Time Production**

Just in Time Production ensures that UAA guests enjoy the freshness they deserve. We center our operation around the use of instant preparation in the stands whenever possible. Freshly made food keeps customers coming back for more while reducing our reliance on prepared products. We strive to satisfy patrons every time, so our management team conducts special seminars to train employees on just in time production methods. This proven system means better quality and fresher flavor.

### **Size Selection**

Our customers expect a variety of sizes and service options. We have developed a system that benefits everyone. We label our most popular soda/beer size "regular". This helps patrons make faster purchase decisions and speeds customer service. Since the regular size soda/beer is the larger of the two, it drives revenue. Customer satisfaction is enhanced through greater perceived value. Other size selection options, including additional choices for popcorn and hot dogs, will be added as needed.



## Event Dining Options

### Seawolf Grill

Nothing beats the taste and aroma of a Reindeer Sausage sizzled to perfection on a cool winter day. Sports fans will love feasting on our local Alaskan Sausage Company Sausages or Italian sausages.

Our menu will also include Angus Burgers and Sliders as well as grilled chicken and salmon sandwiches and crispy chicken strips, a family favorite, accompanied by a variety of flavorful dipping sauces.

Your fans will discover that flavorful sweet potato or garlic fries make a great side, and that a cool beverage completes this unbeatable combination.

In addition to our Classic menu, the Grill attractions will feature these favorites:

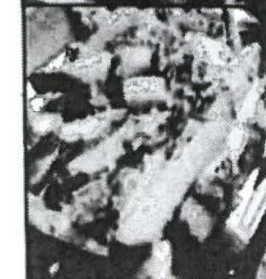
- Reindeer Sausage
- Italian Sausage
- Bratwurst & Polish Sausage
- Grilled Chicken Sandwich
- Grilled Salmon Sandwich
- Chicken Tenders
- Angus Burgers & Sliders
- Garlic Fries & French Fries

Of course, sauerkraut, onions, peppers, mayonnaisse, relish, ketchup and mustard are always available.

Alaska Sausage and Seafood Company is known for their smoked sausages and seafood, including their popular line of delicious smoked salmon, as well as gourmet Alaskan sausages made with reindeer meat. As one of our offerings, the fans will 'taste the best' of these Alaskan treats.

Taste the best with this sausage. Robustly seasoned and then alder wood smoked, this sausage is bursting with the flavor of the last frontier. Great grilled up at one of our specialty Flavors of Alaska food attraction carts.

Whether you're looking for sausages made with reindeer meat or other gourmet sausages, fine smoked wild salmon or halibut, we will have it for you. Healthy options are always important to our patrons and, with our local connections, these options will soon be a fan favorite!





### Subway

Fresh, delicious sub sandwiches are always a hit after work and before sporting events or concerts. This deli favorite crafts great tasting subs using the highest quality lean meats, cheeses and just-baked rolls. To make each one special for every fan, Subway offers fresh toppings – tomatoes, peppers, onions, lettuce, pickles and more. These taste-tempting favorites always draw a crowd.



Our Subway location will also offer Naked Juice, one of the fastest growing juice brands in the country.

### Subway Menu:

- Turkey and Swiss Sandwich
- Roast Beef and Cheddar Sandwich
- Ham and Cheese Sandwich
- Deli Pickles
- Naked Juice Drinks

### Kid's Corner Attraction

Our goal is to enhance everyone's game day experience – including the little ones. Our "Kid's Corner" will feature small hot dogs, candy and soda. This is a great location to also sign up Seawolf pups—future Seawolves.

And we don't care if you are 5 or 50 years old all menu offerings are available to fans with a kid's size appetite.



### Cart Service

We propose cart service as needed to support the maximum convenience of service for the new Alaska Airlines Center patrons. Strategic cart placement will allow flexibility and ensure the greatest level of service for athletic events, concerts or exposition shows. However, flexibility of



location is only half the story. Carts will also allow us to easily adapt the menu to meet the patron demographic. An example of menu flexibility would be a cart that at one event is used for nachos and at another event chocolate dipped strawberries.

Our plan includes the deployment of a Market Cart used for the Balanced Attack and coffee menu, a Hot Cart used for Ultimate Nacho or a variety of other options, a Grill Cart used for Sausages and Hotdogs, Craft & Carry Cart used for Local Micro Beers and snack items and a Carvery Cart for fresh carved sandwiches or sauté

On the next page are a few examples of style of the carts.

#### ***Balanced Attack Cart***

Our most healthful new food attractions will offer healthy alternatives for UAA guests looking for fresh fruits and vegetables, great tasting wraps and freshly made salads, soups, fruit smoothies, Naked Juice and even sushi rolls. Enjoy fresh vegetables with yogurt dipping sauce and the best of all fruits... fresh apples in season... sliced into wedges and served with or without caramel sauce.

All of our healthy selections will feature nutrition information at the point of sale to assist our fans in making the right selections for their lifestyle... and all will be attractively displayed.

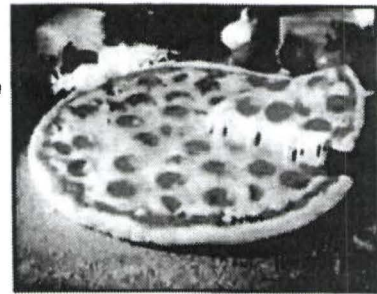
Our menu will change throughout the season based on fan preferences, and particularly as we adapt to the very best fresh fruits and vegetables in season.



#### ***Pizza, Pizza, Pizza!***

Pizza is a fan favorite! As a marquee offering, this will be one of the anchors food selections for the Alaska Airlines Center. Fan favorites will include Cheese, Pepperoni, Sausage and of course Hawaiian. Each event, other off-menu pizzas will be offered and will include BBQ Chicken, Asian, Vegetable Deluxe, and Pesto Sausage.

Serving pizza by the slice will allow for quick service and the greatest variety.



#### ***Ultimate Nacho***

Fast! Fun! Fresh! Ultimate Nacho has more spice, more flavor, and more options for your patrons. The Alaska Airlines Center fans will be able to choose from unique combinations like Pulled Pork, Chicken or Beef Nachos, putting a new spin on the perennially popular food item. Ultimate Nacho gives your guests another flavorful food option.



### ***Carved Sandwich Attraction Cart***

We will also expand our offerings by including additional tiers of service when needed. During select events, patrons will be able to take advantage of a chef-carved sandwich station or pasta sauté station. These locations provide your patrons who came from work with a chance to grab a great meal while at events.



For those that just can't wait, we will also have succulent pulled pork or smoked brisket sandwiches for quick service. Served on a fresh warm bun, this will offer guests a hearty, delicious fare. We know, just like your guests, this is a local favorite that really hits the spot on a cold winter day.

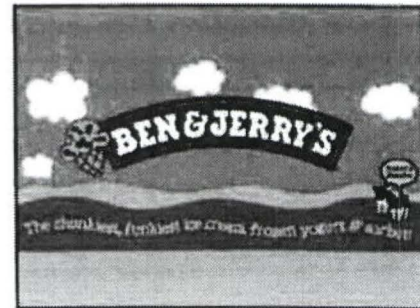
### ***Frozen Lemonade***

Fans in search of something cold and delicious, will find Minute Maid Frozen Lemonade, served conveniently from a cart; the perfect tasty treat. This top quality lemonade melts in your mouth on warm afternoons, which makes it an ideal refreshment choice for Seawolf fans. And since they thaw while you savor them, these treats act as both a snack and a beverage.

- Frozen Lemonade Cups
- Lemon and Strawberry

### ***Ben & Jerry's***

Ben & Jerry's has become an institution in the ice cream industry. Their special flavors, derived from blends of natural ingredients have clever monikers like Cherry Garcia, Chunky Monkey and New York Super Fudge Chunk. But it's their great taste that has made Ben & Jerry's a household name. Whether it's topping off a savory meal, or enjoyed by itself as a snack on a warm day, fans find it irresistible. That's why we'll offer pints of the most popular flavors.



### ***Coffee and Gourmet Baked Goods***



Kaladi Brothers' fresh brewed coffee and espresso and our freshly baked pastries, cookies and muffins is a sure crowd pleaser. Kaladi Brothers Coffee was born in Alaska, and they like to say were also raised here. What began as a coffee cart on Anchorage's 4th Avenue in the spring of 1986 is now one of the area's favorite coffee roasters.

### ***Menu Items:***

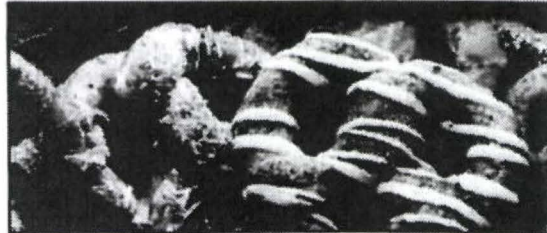
- Fresh Brewed Coffee
- Espresso Beverages
- Specialty Teas
- Freshly Baked Items



### *Gourmet Stuffed Pretzels*

When fans want a mouth-watering snack to enjoy while watching the game, our Gourmet Stuffed Pretzel carts have the answer. Popular with patrons of all types, these delicious pretzels come in pizza, cream cheese and sweet apple flavors.

- Stuffed Pretzels
- Pretzel Twists
- Pizza, Apple
- Cream Cheese



### *Ice-Cold Beer and Wine Selections*

UAA Alaska Airlines Center fans will be able to choose from their favorite brands of ice-cold beer and premium wines. Whether on tap or in bottles, a friendly staff person will serve up each patron's refreshing choice. Our wide assortment includes domestic, imports and premium selections.

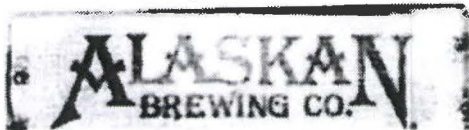
### *Midnight Sun Brewing Company*



Since firing up its brew kettle in 1995, Midnight Sun Brewing Company has become a serious yet creative force on the American brewing scene. From concept to glass, Midnight Sun relies on an "art marries science" approach, mixing tradition with innovation, to design and craft bold, distinctive beers for Alaska... and beyond.

At Midnight Sun, they find inspiration in the untamed spirit and rugged beauty of the Last Frontier and develop unique beers with equally appealing names and labels. But the company's true focus remains in its dedication to producing consistently high-quality beers that provide satisfying refreshment in all seasons... for Alaskans and visitors alike.

### *Alaskan Brewing Co.*



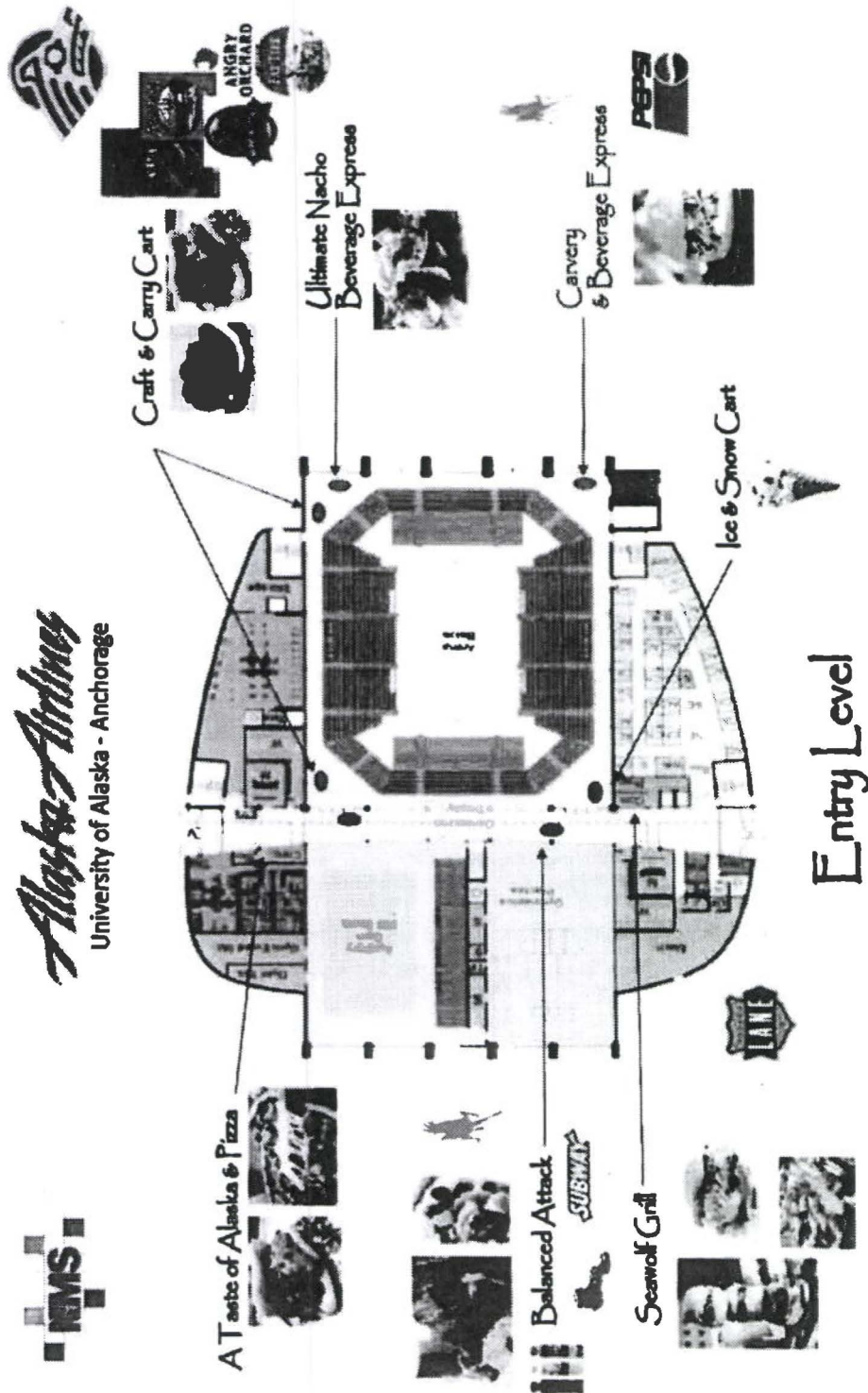
Alaska has a rich history of brewing. From the explorers of the 1700s through the Gold Rush, many a thirsty Alaskan has been able to enjoy locally made beers.

In 1986, 28-year-olds Marcy and Geoff Larson reignited that tradition when they opened the Alaskan Brewing Company, the 67th brewery in the country and the first brewery in Juneau since Prohibition. Alaskan beers reflect many of the same characteristics of beers that were brewed here during the gold rush era. From the historically based Alaskan Amber recipe to alder-smoked malts and



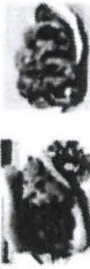
Sitka spruce tips, Alaskan beers reflect Juneau's local brewing history and innovation.

### Cart Placement

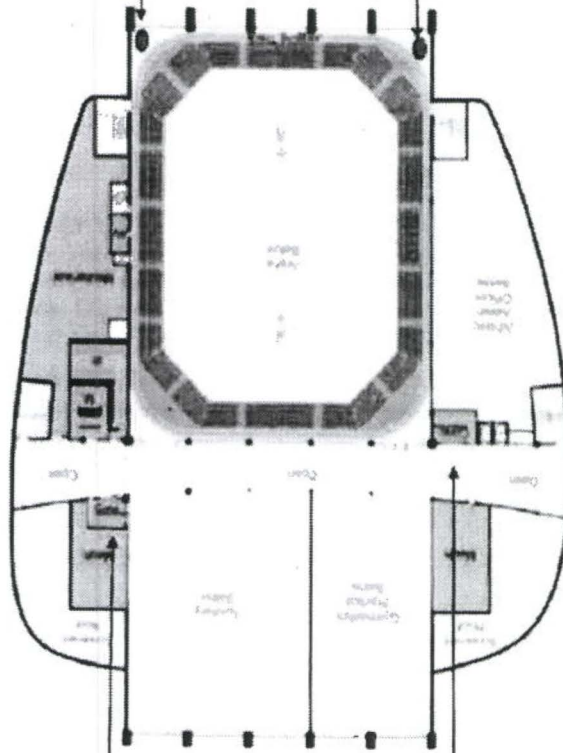




**Craft & Carry Cart**



Ultimate Nacho  
Beverage Express



## Balcony Level



Concessions Express  
& Ice Cream



**A Taste of Alaska  
& Pizza**



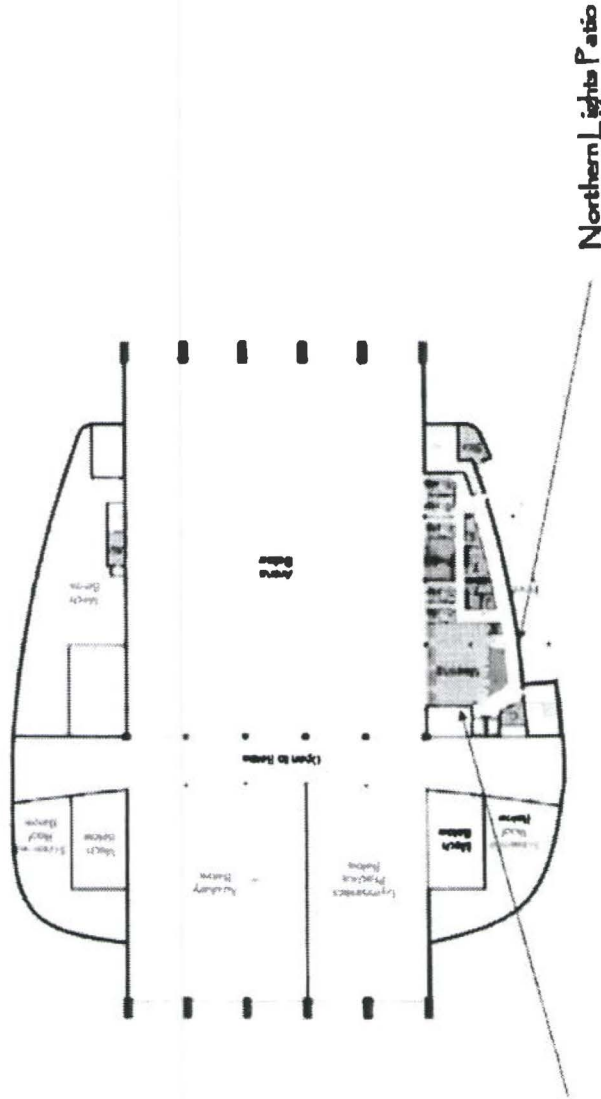




**Alaska Airlines**  
University of Alaska - Anchorage



NMS Food Service Management



**BISTRO 54**  
At The Alaska Airlines Arena

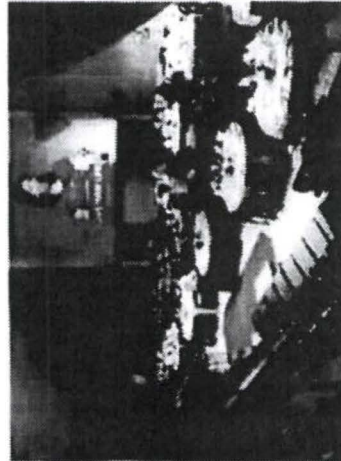
**Suite & Restaurant Level**



*Alaska Airlines*  
University of Alaska - Anchorage

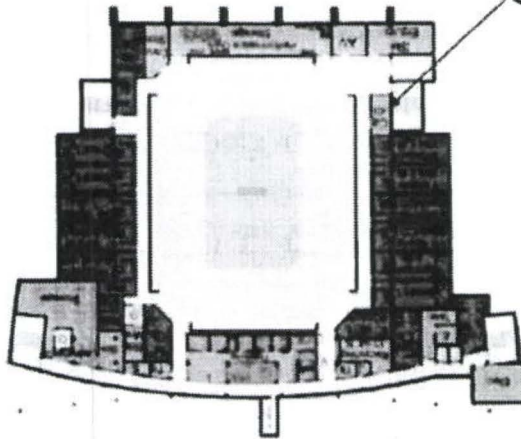


NMS Food Service Management

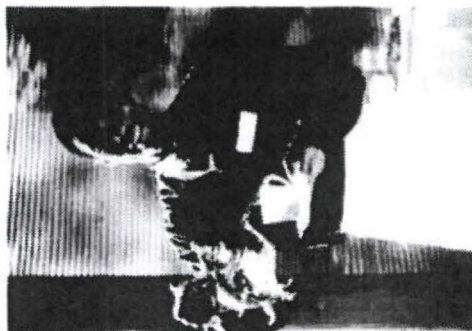


Peterson Event Center - University of Pittsburgh

Catering Pantry



Lower Level



**UAA Alaska Airlines Center Sample Concessions Menu**

<b>CLASSIC CONCESSIONS</b>	<b>Portion</b>	<b>Price</b>
Seawolf Jumbo Hotdog	4:1	\$5.00
Sausage – Reindeer or Polish	5 to 1	\$6.00
Hot Dog	6 to 1	\$3.50
Jumbo Pretzel	5 oz.	\$4.00
Cheese or Chili Cup	3 oz.	\$1.50
Nachos	3 oz.	\$4.50
Fresh Popped Popcorn – Large	85 oz.	\$5.00
Fresh Popped Popcorn – Small	48 oz.	\$4.00
Peanuts	4 oz.	\$4.00
Cracker Jacks	Box	\$3.00
Candy	Large	\$3.00
<b>BEVERAGES</b>	<b>Portion</b>	<b>Price</b>
Souvenir Soda	32 oz.	\$4.50
Small Soda	24 oz.	\$3.50
Youth	12 oz.	\$2.00
Bottled Water	20 oz.	\$4.00
Bottled Soda	20 oz.	\$4.00
Sports Drinks and Vitamin waters	20 oz.	\$4.50
Draft Domestic Beer	16 oz. 20 oz.	\$7.00
Draft Import & Micro Brew or Hard Cider	14 oz. 20 oz.	\$8.00
Packaged Beer	16 oz.	\$7.00
Wine	6 oz.	\$7.00
Coffee	12 oz.	\$3.00
<b>BALANCED ATTACK</b>	<b>Portion</b>	<b>Price</b>
Fresh Fruit Cup	8 oz.	\$5.00
Veggie Cup with Ranch Dipping Sauce	8 oz.	\$4.00
Yogurt Parfait	Ea.	\$5.00
Chef Salad	Bowl	\$8.00
Chicken Caesar Wrap	3 oz.	\$8.00
Peanut Butter and Jelly Sandwich	3 oz.	\$4.00
Turkey Club Sub	3 oz.	\$6.00
Naked Fruit Drinks	16 oz.	\$4.50
Sushi Rolls	Pk.	\$7.50
Subway Sandwich Ham, Turkey	6"	\$6.00
Coffee	12 oz.	\$3.00
Fresh Baked Items	2	\$3.00



ULTIMATE NACHO		Portion	Price
Pulled Pork, Chicken or Beef Nacho		4 oz.	\$10.00
Salmon		4 oz.	\$11.00
Vegetarian		4 oz.	\$9.50
Mexican Salsa and Tortilla Chips		6 oz.	\$6.00
Churros		2 ea.	\$4.00
SEAWOLF GRILL		Portion	Price
Angus Burger		1/4 lb.	\$5.00
Angus Sliders (4 mini burgers)		8 oz.	\$6.00
Grilled Chicken Sandwich		4 oz.	\$7.50
Grilled Salmon Sandwich		4 oz.	\$7.50
Chicken Strips		3 oz.	\$6.00
Basket Option with Kettle Chips or Fries		Add	\$4.00
Garlic Fries		5 oz.	\$5.00
Sweet Potato Fries		5 oz.	\$5.00
French Fries			\$4.00
PIZZA		Portion	Price
Pepperoni, Cheese, Sausage,		6 Slice	\$5.00
Bread Sticks & Dipping Sauce		4	\$4.00
Garden Salad w Dressing		12 oz. Bowl	\$5.00
Pan Brownie		6 Slice	\$7.00
CARVED SANDWICHES		Portion	Price
Carved Turkey, Ham, or Beef (one per game)		3 oz.	\$10.00
Pulled Pork, Brisket, or Sloppy Joe (one per game)		3 oz.	\$8.00
Sandwiches served with Kettle Chips and a Pickle		3.oz	\$7.00
CRAFT & CARRY		Portion	Price
Local & Craft Beer		Ea.	\$8.00
Hard Cider		Ea.	\$8.00
Wine		6 oz.	\$7.00
Bottle Soft Drinks & Water		20 oz.	\$4.00
Sausage		5:1	\$6.00
Gourmet Pretzel		Ea.	\$5.00

## Marketing



Addressing the needs of your current and future fans prior to, during and after UAA and community events is a crucial part of our marketing strategy. NMS will directly target your customers with strategic marketing techniques focused on community and on-campus communication during the event promotion, will use local publication promotion opportunities. Our marketing efforts will specialize in forming partnerships that maximize organizational and marketing effectiveness, complementing growing revenues and providing UAA with a competitive advantage.

Because concessions revenues are critical to the overall success of any venue, we have developed a comprehensive concessions marketing plan for the UAA Alaska Airlines Center. The following will discuss the plan we have developed for UAA and includes information on NMS' grassroots marketing, public relations and social media initiatives.

The marketing plan and promotions outlined on the following pages will address opportunities for both UAA and NMS to continuously grow customer satisfaction and financial success that create exceptional fan experiences and add value.

### **Our Approach to Marketing**

Our goal is to always create an environment that stimulates sales and maximizes both productivity and profitability for UAA and NMS. Here's how we'll do that ...

#### *Focus on Food*

- All food is prepared to exact specifications for consistency and quality.
- We keep up with changing trends, ensuring that Seawolf fans and guests experience new concepts and foods.
- Customer feedback – from comment cards, one-on-one interviews and e-mails – will be integral in selecting new menu items.

#### *Focus on Service*

- Satisfaction with all food and service is 100% guaranteed
- Employees will be continually trained in all facets of the business
- Incentive programs are implemented to keep our employees happy and motivated





### Marketing Plan Development

Our NMS Marketing team will design programs specific to your guests and the type of event. Our professionally produced marketing communications tools build product awareness and develop engaged customers, who will plan to purchase food at events and return for more.

As your partner, we strive to successfully market our products, grow the business and create an extraordinary experience for every customer. We accomplish this by fusing together an exciting food program, friendly interactive service, a well-planned communication strategy and a solid alignment with our partners. We possess the corporate, internal and vendor support needed to fully execute this program.

Our integrated marketing plan is comprised of many elements, which work in synergy to deliver a consistent message to the proper audience. Here is what it will do for UAA:

- Identify new revenue and growth opportunities
- Allow for creative input and feedback from your fans
- Increase sales and revenue through speed of service at points of sale
- Pinpoint strengths and weaknesses
- Set priorities and realistic goals for upcoming events
- Establish deadlines and accountability
- Avoid potential obstacles and problems

### By Pass

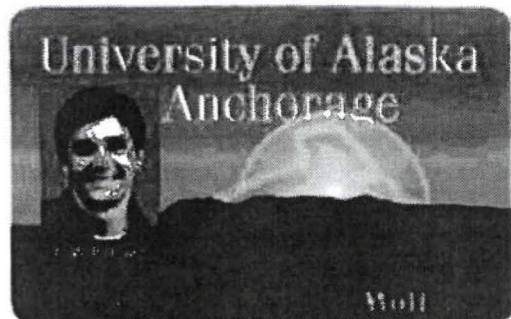
Engaging customers via social media and the use of technology is a growing trend in arena environments. We tend to think that many of these connection vehicles are only for students. It may be surprising that a high use of interactive apps is from fans older than thirty. Our research indicates that your 35 to 55 age demographic is a target group. Our solution is Bypass. This allows fans to set up an account and order food using their Smartphones. When their order is ready, they just pick it up, or in some cases, it is delivered to them.

A speedy account set up makes this a quick and convenient service option for your guests.



### Student Meal Plan

As a leading provider of student dining solutions on and off campus, we also have a unique insight into student habits. You may be surprised to learn that *students love to spend their parent's money*. While this may be a shocking fact, one other point needs to be understood – and we understand it – the use of meal card dollars must be easy and convenient for students to use at the arena. It must be promoted to students in a way that engages them. That is why our plan includes the use of social media, the student newspaper, special menu options and promotions to drive this key market.





#### ***Point of Sale System***

We will work with UAA to establish the ability to accept credit cards at food attraction points-of-sale. We feel that this will provide a significant convenience for our customers and will help to increase overall sales.

#### **Customer Engagement – Enhancing the Fan Experience**

When clients turn to NMS for concession services, they get more than great food. Every day, we build a greater understanding of what your fans want. We will conduct research and solicit feedback to help revise menu items, programs and plans to fit their specific tastes.

Whether it is a card or a QR code used to complete a survey about their experience, we want to know. Our guest survey will ask pertinent questions regarding the level of service, accuracy and timeliness of the delivery, quality of the food and appearance of the food attractions. This simple customer feedback mechanism will ensure that we give all our customers an opportunity to be heard.



#### ***Enhancing Every Stage of the Consumer Experience***

A key challenge is processing the many pieces of information that need to be collected, analyzed and acted upon to ensure customer satisfaction and to support reduction of missteps with communication. When it comes to game day concession services, technology is all about adding convenience to our customers and simplifying everyday activities. To address this challenge, we have the ability to deploy proven, industry-leading technology, designed to leverage technology to enhance the guest experience.

#### ***Facebook***

Facebook is a way of life for today's customers. It is woven into their activities throughout the day as they stay in constant communication with those they trust and respect.



Friends and family are more powerful influences than ever before – and they can be consulted almost instantaneously. In fact, 76% say they “frequently reach out to friends and relatives” for information about products and services.

*(Source: SurveyU Study)*

It's where the fans are, so you'll find us there too. Facebook is a powerful communication tool and social networking is not a one-way street. We cannot just publish our message and expect Seawolf fans and guests to follow us. By not only listening, but also hearing and observing the responses of those who define our markets, we can elevate important points, source ideas, learn and foster innovation.

### **Quick Response Codes (QR Code)**

A QR code is a specific matrix barcode (or two-dimensional code) that is readable by dedicated QR barcode readers and camera cell phones. QR codes are no longer emerging technology; they have become mainstream marketing tools. Demographically, people who scan the codes tend to be mid-life male professionals with higher incomes and educational backgrounds.



Using QR codes as a method of engaging your guests and fans is a perfect fit for the UAA Alaska Airlines Center—from immediate customer feedback, to distributing promotions and guiding fans to download apps.

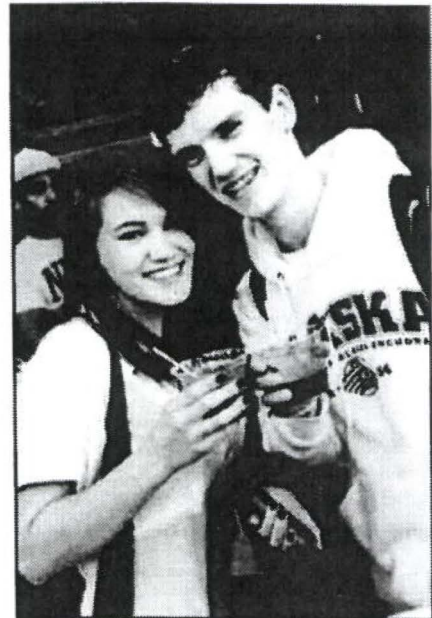
### **Promotions**

Our marketing and promotion offers will:

- Enhance the guest experience at every one of your events
- Create excitement in the community and on campus
- Develop a loyal customer base and build the image of UAA Alaska Airlines Center athletics by supporting all events on campus with sponsorships

We have developed a sample plan that blends the components of an integrated marketing campaign. It is designed as a tool for the management team, so they can build their own customized, strategic plan. It promotes the UAA Alaska Airlines Center events, allowing for creativity from the on-site team, your customers and you.

Our integrated approach features customer feedback and research programs, special events plans, trendy new food programs, merchandising tips, communication strategies, point-of-sale signage, private label ideas, and public relations strategies. All play a key role in the overall concessions marketing campaign.



*Sample UAA Alaska Airlines Center Promotions*

**Promotion 1**

- Pretzel & Large Beverage
  - Improve speed of service
  - Grow per capita spending
- Walking Sellers Promotion
  - Coupons for discounts given with each purchase

**Promotion 2**

- Merchandise Cross Sale
  - Free popcorn with select merchandise
  - Increase merchandise & food sales
  - Increase satisfaction
- Craft Beer Promotion
  - Beer and popcorn combo
  - Increase sales

**Promotion 3**

- Dog Days Promotion
  - Increase sales & fan experience
  - Hot Dog, Chili Dog, Cheese Dog
- Cracker Jack Promo
  - Speed of service
  - Promote add on sales

**Promotion 4**

- Pizza & Large Beverage
  - Promote combo purchases
  - Increase per capita
- Churros Coupon
  - Increase sales
  - Promote item
  - Indirect sales

**Promotion 5**

- Popcorn & Beverage
  - Promote combo
  - Increase per capita
  - Extra carts/locations
- BBQ Sandwich & Beverage
  - Promote product purchase
  - Grow per capita spending

**Promotion 6**

- Hot Dog Combo Promo
  - Drive satisfaction
  - Increase sales
  - Improve speed of service
- Ben & Jerry's
  - Increase sales
  - Promote special item
  - Promote add on sales

**Promotion 7**

- Event Catering
  - Develop Corporate Catering Brochure for Suites
  - Invite local business partners
  - Produce brochure
  - Signage / Pictures

**Promotion 8**

- Walking Seller Promotion
  - Free popcorn with beverage
  - All stadium sellers
- Caring Cans Promotion
  - Discount coupons for can goods
  - Community involvement
  - Donation to Food Bank

**Promotion 9**

- Ice Cream Special
  - Grow second purchase activity
  - Increase item sales
- Coffee & Gourmet Cookie
  - Promote product selection
  - Grow sales of merchandise & food
  - Increase fan satisfaction

**Promotion 10**

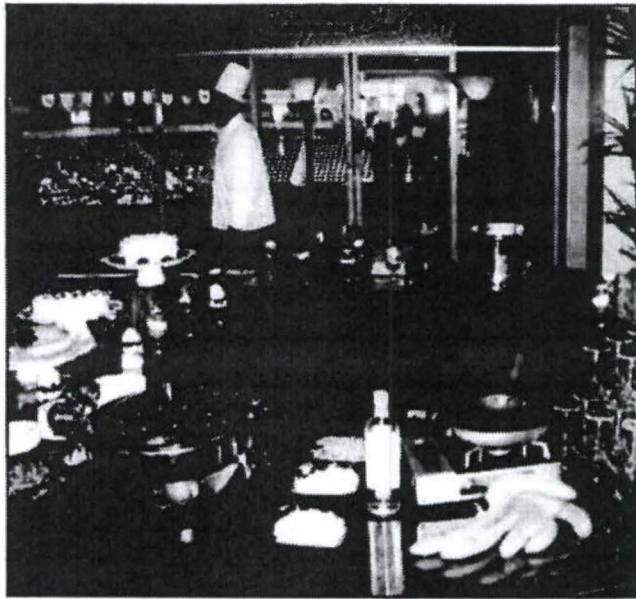
- Nacho and Large Beverage
  - Grow per capita spending
  - Promote product option
- Dessert Promotion
  - Discount coupons given from all locations





### Suites and Catering Services

As UAA's campus dining provider, we understand that it is essential to deliver delicious food and outstanding service at every event. Years of experience in the industry has taught us the importance of creating memorable experiences and delivering maximum enjoyment for each guest. Every event at every level reflects UAA's image, so we manage every detail, from initial planning to final breakdown, with consistency and follow through. Exemplary service, quality food and exceptional presentation are program essentials.



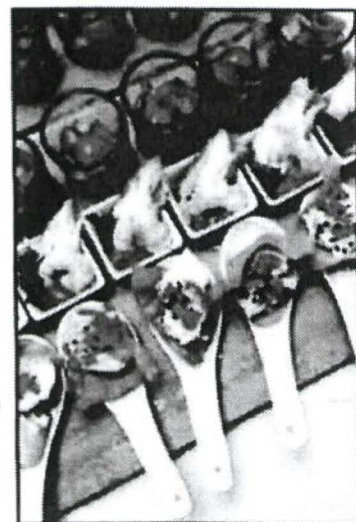
From the most elegant reception to a working lunch, to the simplest coffee service your talented catering staff's main priority is to capitalize on every opportunity to make UAA and the Alaska Airlines Center shine. Whatever service you choose, the quality is always the same – Impeccable.

NMS recognizes that the Alaska Airlines Center is unique and, for that reason, our leadership design takes the form of a blank slate, upon which we continuously build following client and customer input. We, of course, value the need for and benefit of having Local Standard Operating Procedures (LSOPs) in place; however, the core of

what we offer is an enhanced customer service experience that provides a "WOW" environment for each person we come into contact with, from the first telephone call or e-mail and throughout the course of our relationships.

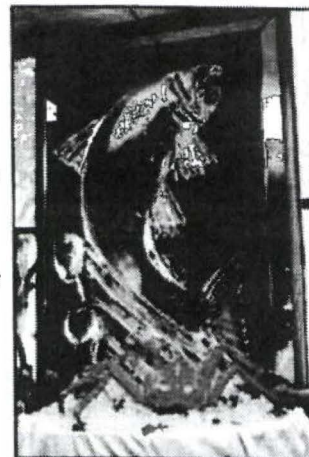
### Catering & Suites

We are excited to develop a custom-designed catering and club program to meet the diverse requirements of all UAA events at the new Alaska Airlines Center. In working with our partners for more than three decades, we know that your events require more than one level of service. So we offer you a collection of services that can be individually adjusted to meet the preferences of a wide range of audiences. These programs can accommodate any type of occasion through a range of different price points. Regardless of price, however, they all share one common theme – great tasting, delicious looking food! We will present a collection of dynamic menu offerings and styles of service that enhance any event and reflect the prestigious image of the University of Alaska.



### **Experience Matters... The Suite Experience Strategy**

Whether a guest is attending a Seawolf basketball game for personal enjoyment or entertaining clients for business purposes, we will ensure that each guest enjoys a V.I.P. experience. Delicious food and state-of-the art facilities are necessary elements to driving guest satisfaction and excitement. Hospitality and a "guest first" attitude are critical in ensuring the ultimate suite experience. Suite guest strategies will focus on ensuring the Alaska Airlines Center suite guests always experience an unparalleled service approach that truly exemplifies excellence. The suite experience strategy will focus on three primary areas: promoting hospitality, catering excellence and suite holder communication.



#### **Strategy: Promote Hospitality**

- Create an identity for the suites program by implementing image and awareness campaigns that include new logos, uniforms, staff training, etc.
- Participate in all planning and exchange meetings with local event planners through special event marketing materials and website updates.
- Institute client/customer tracking software to guide categorizing and following up with suites and catering clients and prospects.

#### **Strategy: Promote Catering Excellence**

- Use station menus and identifiers, as well as merchandising techniques, to enhance guests' perception of catering.
- Promote healthy menu selections for suite members at each catered event.
- Showcase delicious online menus featuring regional and authentic cuisine as well as "by customer request" options not featured on the site.
- Promote convenient online ordering capabilities for suite and catering guests.



#### **Strategy: Promote Communication**

- Conduct annual VIP Service showcases that promote our tiered programs and focus on the creative and exciting menu items that will be offered at all levels. We will showcase our talented culinarians so they can shine in the eyes of the customer and will invite guests to taste and experience new menu items by hosting samplings, where we will educate guests and expose them to the opportunities available with each of the programs.
- Promote additional products and services, such as event planning, floral arranging, entertainment coordination, party packages, gift baskets, etc.
- Provide a comprehensive feedback/customer satisfaction survey program that uses both traditional and electronic media and establishing responsiveness protocols to address issues quickly.

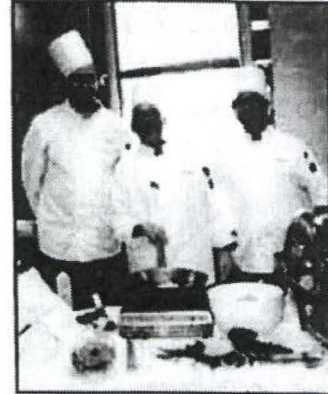


### Catering for Success

To make your catering program outstanding, we need to understand your needs and deliver the highest levels of services to meet them. NMS' Catering for Success program provides a grassroots approach to achieving that goal. Created by catering managers and hourly staff professionals, this program lays the foundation for ensuring client and guest satisfaction by propelling catering services to new heights through:

- Understanding the needs of the customer
- Presentation and set-up standards
- Wait staff training and uniform standards
- Marketing and financials
- Organizational tools and forms

The Catering for Success program will help develop specific tiers of catering services, ensuring the ideal match for your events.



UAA and the Seawolf community deserve nothing but the best, and your program will reflect only the highest standards of service and quality. The Alaska Airlines Center manager will possess a unique blend of technical and personal skills. You can expect a professional experience in every aspect of catering, from menu creation to event planning to plate presentation. Your manager will also possess personal characteristics like flexibility, responsiveness, resourcefulness, the ability to work creatively within budgetary demands, grace under pressure, and the ability and willingness to listen carefully and to accommodate individual needs. With every event, we will add to our record of success and increase your level of comfort and satisfaction.

We believe passion leads to success. So we will assemble your culinary team, supported by Scott Evers and the Seawolf Dining team, to execute a creative and exciting menu. Each event, no matter what its size or scope, will receive the same attention to detail when it comes to serving delicious, high-quality food. Seasonal menus will enhance the standard offerings, drawing from Alaskan favorites.



Following is a small selection of the wide array of catering menus from UAA Seawolf Dining. We will use this guide as the starting point for the creation of a custom catering offering for the UAA Alaska Airlines Center.

**Sample Selections from UAA Alaska Airlines Center Catering Guide**

## *Express Lunches*

### **TURKEY CHEDDAR WRAP**

Turkey and Cheddar with pesto aioli, lettuce and tomato on a flour tortilla.

Box Lunch \$ 11.50 per person • Buffet Style \$13.50 per person (min of 15 guests)

### **VEGETABLE WRAP**

Lettuce, tomatoes, cucumber with pesto aioli on a flour tortilla.

Box Lunch \$10.75 per person • Buffet Style \$12.95 per person (min of 15 guests)

### **YUKON CLUB**

A turkey club sandwich on multi-grain bread with turkey, Cheddar cheese, crisp bacon, lettuce, tomato and a hint of mayonnaise.

Box Lunch \$ 11.95 per person • Buffet Style \$14.25 per person (min of 15 guests)

### **AURORA HAVARTI**

Marinated grilled chicken and Havarti cheese on sourdough bread with lettuce, tomatoes, cucumbers and a hint of mayonnaise.

Box Lunch \$ 12.50 per person • Buffet Style \$14.50 per person (min of 15 guests)

### **SEAWOLF FEAST**

Deli ham with mozzarella and fresh basil on home-style focaccia bread with sliced red Bermuda onions, lettuce, tomatoes and aioli spread.

Box Lunch \$ 11.75 per person • Buffet Style \$14.50 per person (min of 15 guests)

### **ROASTED VEGGIE**

Ciabatta bread loaded with roasted eggplant, zucchini, red pepper, and mozzarella topped with artichoke tapenade.

Box Lunch \$ 12.25 per person • Buffet Style \$14.25 per person (min of 15 guests)

Side Salad of the day can be substituted for chips \$0.75 per person

\*Add Gluten Free Bread to any Sandwich \$1.00 per person\*



UAA Alaska Airlines Center • Phone: 907.251.7492 • Email: [uaa.alaskaairlinescenter@nmsfood.com](mailto:uaa.alaskaairlinescenter@nmsfood.com)

## *Culinary Classics*

For an event that requires a more formal atmosphere, we suggest a served meal or a culinary classic buffet. Each menu item includes a choice of salad with dressing, choice of two accompaniments, fresh baked rolls and butter, fresh brewed regular and decaffeinated coffee, hot or ice tea and choice of dessert. An additional charge will be added for a plated and served meal. Dinner pricing in affect after 4pm.

### BEEF

#### SLICED BEEF FORESTIERE

Sliced beef in a wild mushroom gravy.

Lunch \$21.75 per person (min of 25 guests) Dinner \$25.75 per person (min of 25 guests)

#### FLANK STEAK ROULADE

Pounded & rolled flank steak stuffed with spinach & sun-dried tomatoes.

Lunch \$25.25 per person (min of 25 guests) Dinner \$29.25 per person (min of 25 guests)

#### ROAST TOP ROUND OF BEEF

Sliced roast top sirloin of beef served with au jus.

Lunch \$18.75 per person (min of 25 guests) Dinner \$22.75 per person (min of 25 guests)

#### LONDON BROIL

Thinly sliced marinated beef with mushroom demi-glace.

Lunch \$20.15 per person (min of 25 guests) Dinner \$24.15 per person (min of 25 guests)

#### STEAK AU POIVRE

Delicious beef flat iron served with a classic brandy sauce and green peppercorns.

Lunch \$19.95 per person (min of 25 guests) Dinner \$23.95 per person (min of 25 guests)

### P O U L T R Y

#### CHICKEN PICCATA

Boneless chicken breast sautéed and served in a light lemon sauce with capers.

Lunch \$18.45 per person (min of 25 guests) Dinner \$22.45 per person (min of 25 guests)

#### ASPARAGUS CHICKEN ROULADE

Asparagus spears wrapped in thin chicken breast seasoned with dill and peppers, served on a bed of polenta with a roasted red pepper coulis.

Lunch \$19.05 per person (min of 25 guests) Dinner \$23.00 per person (min of 25 guests)

#### SUNDRIED TOMATO CRUSTED CHICKEN BREAST

Panko coated chicken breast pan fried with savory sundried tomato.

Lunch \$17.90 per person (min of 25 guests) Dinner \$22.25 per person (min of 25 guests)

### ITALIAN CHICKEN

Boneless breast of chicken seasoned with Italian marinade and grilled to perfection.

Lunch \$17.90 per person (min of 25 guest) Dinner \$21.95 per person (min of 25 guests)

  
SEAWOLF DINING

UAA Seawolf Dining • Phone (907) 455-7432 • Email [seawolf.dining@uaa.alaskaair.com](mailto:seawolf.dining@uaa.alaskaair.com)



### Suite Catering – A New Dimension of Service

In today's fast-paced world, food seems to accompany every activity. It is accessible at all times, almost everywhere we go. Recognizing this, NMS will go beyond the ordinary to create dining opportunities that set us apart from all others. Our vision is to offer an extraordinary dining experience for each and every customer by providing restaurant-quality food, interactive customer service and strong communication, thereby assuring the best possible result ... exceptionally happy customers!

As part of our commitment to UAA, NMS will enhance the ambience of your suites by offering guests the best in delicious food and attentive service. We understand that these customers' expectations must be considered in view of a variety of factors.

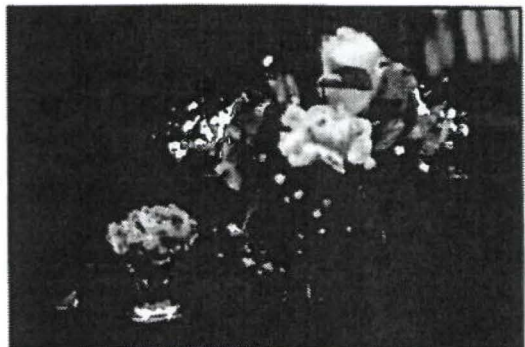
As the first step of this process, we will gather information about each group. Initially, we will accomplish this through focus groups as we begin to identify the most important factors for each group. We will then create menus and styles of service for the Alaska Airlines Center. Your suite holders may also choose from fixed or à la carte menus that offer tempting selections, ranging from the very upscale to game day basic essentials. We look forward to customizing these menus to create a perfect fit for your customers' unique needs.

As our partnership develops, we will maintain open lines of communication through customer feedback mechanisms, surveys and roundtable discussions to ensure we are not only meeting, but exceeding, all of our clients' and customers' expectations.

### The Specifics

To ensure the delivery of exceptional service at each and every event, NMS will employ a variety of methods to make sure each occasion is flawless. Each suite will have a Suite Host/Hostess who is available before, during and at the end of each event. The Suite Host/Hostess will be responsible for making certain the suite is set up to exact specifications, ensuring catering is present and accurate, and welcoming guests as they arrive.

During the event, the Suite Host/Hostess will frequently check in with guests in each suite to be certain they have everything they need and replenish/clear the catering as necessary. They will remain nearby the suites to assist guests as needed. At the end of each event, the Host/Hostess will be present to thank guests for attending and help them as they depart.



### Event Satisfaction Survey

An index-sized card will be placed at all drop-off suite catering events. The satisfaction survey will ask pertinent questions regarding the level of service, accuracy and timeliness of the delivery, quality of the food and appearance of the set-up. This simple customer feedback mechanism will ensure that we give all our catering clients an opportunity for feedback. Our marketing research has shown that it is important to get feedback not only from the individual who placed the order, but also from the individual to whom the service was catered.

#### Event Satisfaction Survey

How well do you feel XYZ met your present needs and budget guidelines for the event? (Please circle one number on the scale below.)

VERY WELL 10 9 8 7 6 5 4 3 2 1 NOT AT ALL WELL

Please elaborate:

#### PERFORMANCE IN SUITE SERVICES

Listed below are key elements of a quality suite program. For each, please rate XYZ performance in relation to the service provided in your suite.

FOOD AND PRESENTATION											
		EXCELLENT					POOR				
Taste of food		10	9	8	7	6	5	4	3	2	1
Nutritional content of food		10	9	8	7	6	5	4	3	2	1
Appearance of food		10	9	8	7	6	5	4	3	2	1
Variety of food		10	9	8	7	6	5	4	3	2	1
Temperature of food		10	9	8	7	6	5	4	3	2	1
Quantity of food		10	9	8	7	6	5	4	3	2	1
SERVICE											
		EXCELLENT					POOR				
Timing of service		10	9	8	7	6	5	4	3	2	1
Friendliness of service		10	9	8	7	6	5	4	3	2	1
Courteousness of service		10	9	8	7	6	5	4	3	2	1
Adaptiveness of service		10	9	8	7	6	5	4	3	2	1
Appearance of personnel		10	9	8	7	6	5	4	3	2	1
Professionalism		10	9	8	7	6	5	4	3	2	1





Sample UAA Alaska Airlines Center Suite Menus

# WEST STADIUM SUITES MENU

sodexo

## sandwiches and wraps

serves approximately 10

### backfield wraps \$45.00

a selection of chef prepared wraps to include turkey and cheddar cheese, roast beef and swiss cheese, and a vegetarian black bean with spicy pepper jack cheese all served in herbed tortillas

### mini pulled bbq pork sandwiches \$40.00

delicious pulled pork in a smokey bbq sauce served with twenty miniature buns

### mini sliced bbq brisket sandwiches \$40.00

slow smoked brisket tossed in our signature smokey bbq sauce served with twenty miniature buns

## cold hors d'oeuvres

serves approximately 10

### seasonal sliced fresh fruit tray \$40.00

refreshing sliced honeydew, cantaloupe, strawberries, pineapples and grapes displayed with a raspberry yogurt dip

### vegetable crudité tray \$35.00

served with a selection of carrots, broccoli, zucchini, yellow squash served with low-fat ranch dip

### gourmet imported and artisan cheese tray \$45.00

chef's selection of domestic & imported cheeses served with specialty crackers & breads

### seven layer dip \$40.00

layers of refried beans, sour cream, shredded lettuce, sliced tomato, black beans, sliced black olives, scallions and guacamole served with tortilla chips

## hot hors d'oeuvres and entrées

### meatballs \$35.00/ serves 10

order by the dozen

choice of a signature bbq or swedish meatballs

### brahwurst \$40.00/serves 10

brats grilled to perfection atop a bed of delicious sauerkraut served with whole grain mustard and buns

### all beef hot dogs \$56.00/serves 10

our signature all beef hot dogs served with bottled mustard, ketchup, and relish served on a hot dog bun

### chicken tenders \$38.00

order by the dozen

served with bbq or honey mustard dipping sauce

### wildcat wings \$35.00

order by the dozen

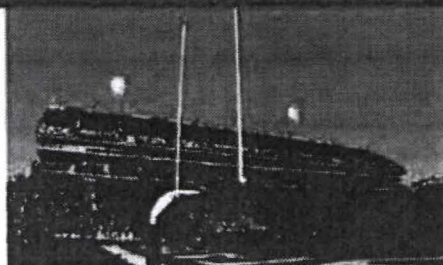
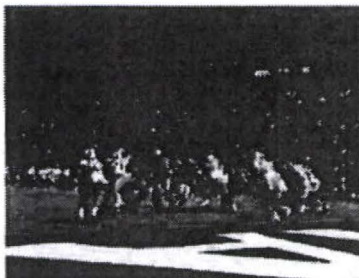
choice of bone in or boneless deep fried wings hand tossed in our signature spicy or bbq sauce

### mozzarella shells with marinara sauce

\$40.00/serves 10

home-style mozzarella shells served with marinara sauce and fresh grated parmesan cheese

☛ = Game Day Menu Item.  
Prices are good thru December 2013.







# WEST STADIUM SUITES MENU

## junior willies

serves approximately 6

### peanut butter and jelly \$18.00

classic kids' favorite uncrustables® pb&j sandwich with peanut butter and grape jelly

### smiley face tater tots \$18.00

deep fried smiley face potato puffs

### mac and cheese \$18.00

hands-down favorite comfort food ever: tender elbow macaroni and creamy cheese sauce

## coin-flip snacks

serves approximately 10

### home-fried chips \$22.00

with french onion dip

### chips and salsa \$20.00

torilla chips with roasted mild tomato salsa

### chips and queso \$42.00

torilla chips with Rotel cheese sauce

### fancy mixed nuts \$30.00

assorted mixed nuts with peanuts or without peanuts

### bottomless popcorn bucket \$18.00

endless supply of fresh buttered popcorn

### baked soft pretzels \$35.00

served with mustard and a spicy cheese sauce

## sideline sweets

### home-style assorted cookie basket

\$28.00/dozen

an assortment of freshly baked cookies, which may include oatmeal raisin, peanut butter, chocolate chip, and double chocolate chip

\*may replace peanut butter cookies with sugar cookies

### KSU football cookies \$30.00/dozen

football shaped sugar cookies decorated with purple frosting and white "football lines."

### gourmet brownies \$50.00/serves 12

an assortment of rock slide, blonde and totally oreo brownies

### assortment of sweet street™ bars

\$60.00/serves 12

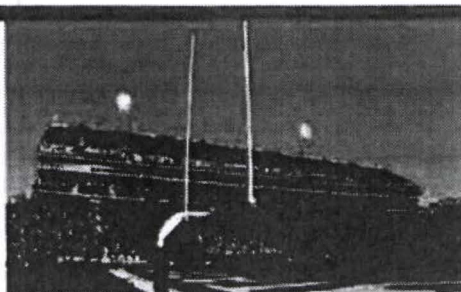
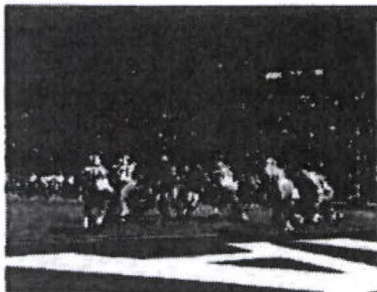
apple crumb bar, luscious lemon bars, and brûlée raspberry white chocolate cheese bar®

### celebration cupcakes \$75.00

enjoy 16 incredible vanilla cupcakes adorned with pastel sprinkles over the top for a celebration of good times while at bill snyder family stadium. celebration candles are available up request.

☛ = Game Day Menu Item.

Prices are good thru December 2013.





### **Management and Operating Program**

Our NMS professional team members are the driving force behind our success. We are pleased to present on the following pages two diagrams of our proposed NMS team for the UAA.

First is our organization chart for our proposed UAA Alaska Airlines Center program. We have not presented resumes at this time as we will want to involve your staff in the selection. While we have listed our recommendations in the organization chart, the university will have final approval for all of our management team members. Our team will be led by Derrell Webb, Vice President of Operations, Director of Operations Lisa Von Fumetti, UAA Seawolf Dining General Manager Scott Evers, and supported by the entire NMS team.



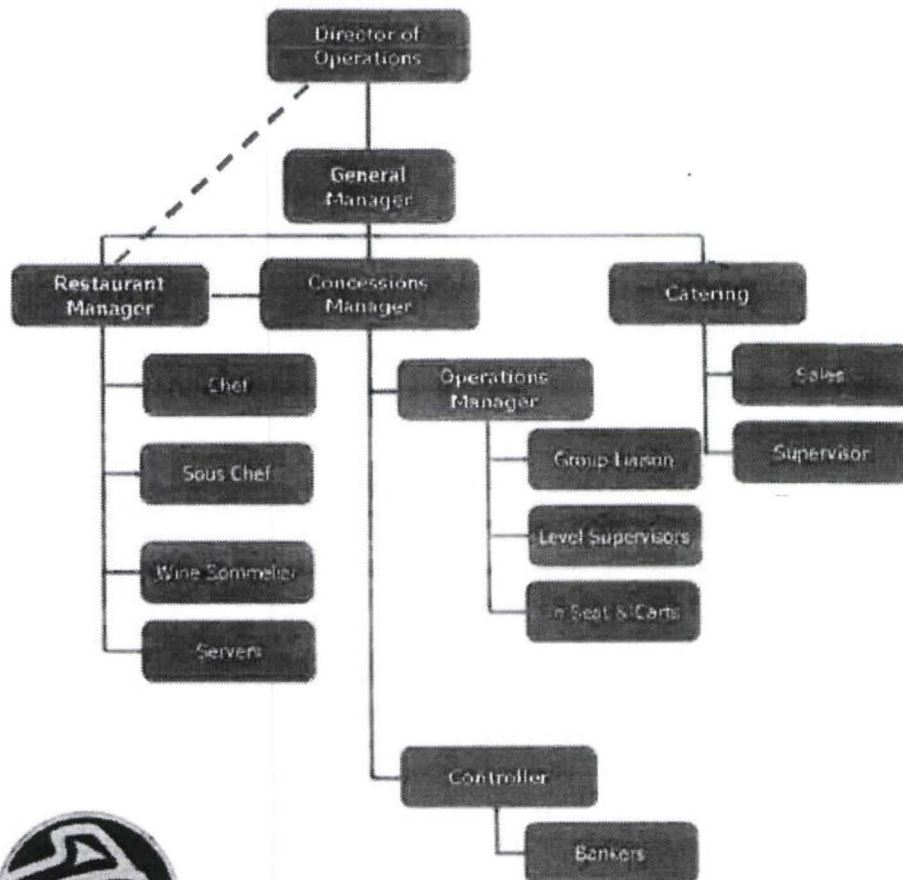
The second chart shows the district, regional and national support team members for our UAA team. Many of these people will be part of our opening team that will spend a significant amount of time from now to August 2014 implementing our systems, introducing our programs and developing our Seawolf restaurant (Bistro 54), concessions, suites and catering service teams.

All of our support team members bring extensive experience in their field to build our programs

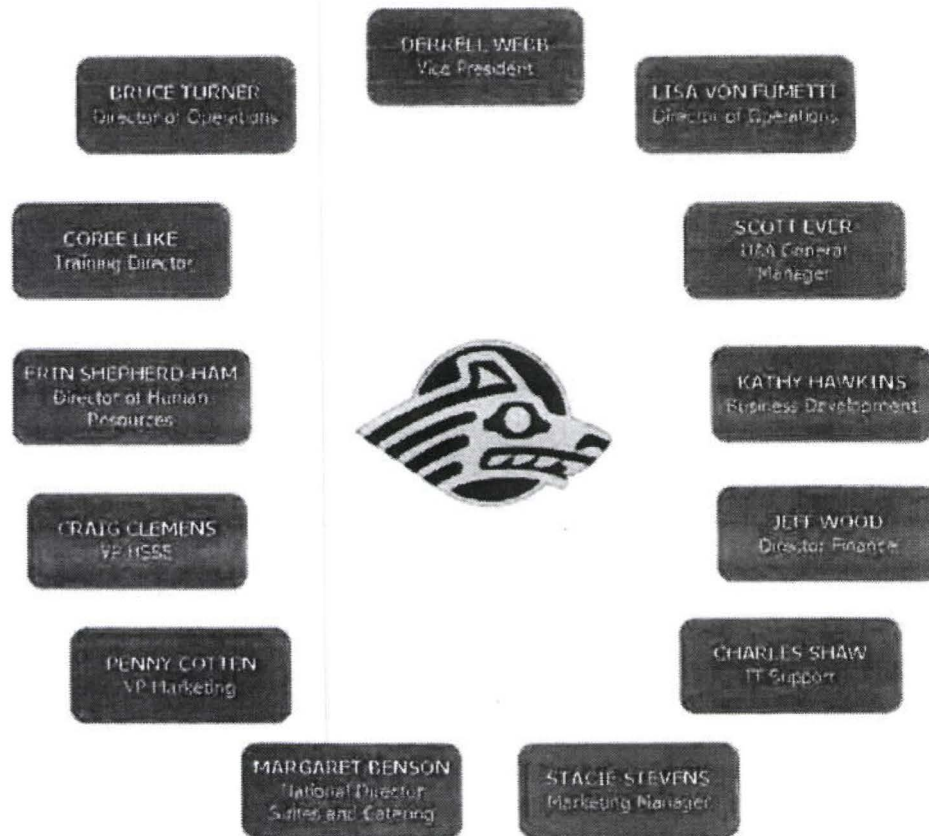
Our entire team looks forward to developing an outstanding partnership with the University of Alaska and to working with you to create the premier collegiate program.



Your UAA Team



Your NMS Support Team



### **Operations**

UAA will benefit from NMS' teams of experts equipped with solutions and tools to deliver effective results. Clear expectations of appearance, performance and conduct are essential for success. NMS ensures that each member of our UAA Alaska Airlines Center team achieves that success through a variety of methods. Following is just a small sampling of the many practices we employ.

### **Quality Assurance**

The NMS team will work hand in hand with the UAA team throughout the opening process to ensure a consistent focus on quality assurance. A few ways we do this include:

- **Expectations Meeting** – We will meet with you to solidify our understanding of your needs, expectations and goals for the operation.
- **Regular Progress Reviews** – On a regular basis, we will conduct reviews with your team and the transition support team to provide updates on our progress, gain valuable feedback and review and fine-tune our action plans.
- **Post-Opening Review and Evaluation** – The post-opening review and evaluation allows us the opportunity to honestly evaluate the success of our opening, celebrate successes, and identify opportunities for improvement.

### **Training**

By training, rewarding, incentivizing, and recognizing our people, we can ensure that we will provide you with service-oriented professionals who deliver the exceptional customer experiences that you are looking for at the Alaska Airlines Center. It starts with hiring the right person for the right position, providing clear expectations, and training to ensure they can successfully deliver our expectations, and monitoring for compliance. The following are highlights of the areas we address to ensure our success:



- **Pre-employment screening**
- **Hiring the right person for the right job**
- **Effective orientation** to ensure all team members understand all aspects of the arena's operation. Many of our employees will be the face of your facility, and therefore need to understand our mutual expectations, plus be able to answer any question a guest may have — even if it is unrelated to food services.
- **Providing appropriate training and establishing expectations** is critical to the success of the individual and to us as an organization. To ensure we can meet any need — anticipated or unexpected — we cross-train our staff to successfully execute multiple tasks. This not only allows for great flexibility by moving employees to other points of services when needed, it also makes them qualified to support multiple needs and ensures consistency in hours worked.



In addition to your on-site team, and our local, national and specialized resources, NMS has a sizeable staff in the Anchorage area. This network of local, professionally trained staff will ensure we can support any need the arena has now or in the future.

Each member of our team is thoroughly trained to provide best-in-class service to all our guests. From their first day of service, we set clear expectations, provide initial and ongoing training, monitor performance and constantly reinforce expected behaviors. We utilize a variety of mechanisms to track, measure and reward great guest service. In addition, we regularly solicit feedback from our clients and customers and utilize independent third-party "Mystery Shoppers" to ensure that we are meeting your needs and exceeding your expectations.

### Uniform Program

What does a uniform mean? It can mean many things to different people. We approach the uniform program for the UAA Alaska Airlines Center Food and Beverage services with full intent to reflect pride and world-class service for our guests and to show that each individual employee is part of an organization, part of the new experience and part of the UAA culture.

As a company, NMS strives to present a clean and professional image for ourselves and the clients we serve. Uniforms are an important part of how our customers perceive us, and how we perceive ourselves. Clean, contemporary, professional uniforms reinforce the team spirit among our hourly employees and enhance the overall corporate dining experience for our customers. Our team members will be proud of their uniforms, which are designed to be comfortable while practical and efficient.

NMS is flexible with our uniform approach, and we can customize our look to match the atmosphere of the operations at the arena and your preferences. Our current uniform program includes the following standards:

- Name Tag
- Safety Shoes
- Clean Apron
- Clean Uniform
- Hat (for Line Servers and Kitchen Workers)
- Thermometer, Marker and Pen (for all Cooks and Food Prep Workers)
- No jewelry beyond a plain ring and/or earrings with no hoops
- No long nails or nail polish



We have designed the following concepts for uniforms at each of our service areas:

*Concessions Food Workers, Cashiers and Serving Staff:*

- A polo shirt with a bistro apron and khaki pants
- Seawolf logo on uniform
- Name tag
- Baseball style cap



*Catering Event Staff:*

- White/Black long sleeve button shirt
- Black slacks or skirt
- Neck tie
- Black apron
- Black shoes
- Name tag





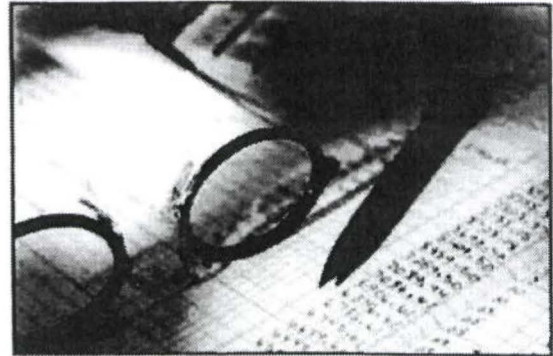
## Financial Partnership

This proposal details the benefits the University of Alaska Anchorage Campus and Seawolf Athletics will derive from putting our best proven practices and business systems to work. Our plan is both achievable and aggressive, including measured risks that are built into the program to ensure consistent improvements and guest satisfaction.

Our proposal is built around proven program elements and supported by a proposed investment amount that will enable us to deliver needed facility and program features. As presented here, our plan provides for today – and we look forward to discussing a continued partnership for the future.

We are proposing a financial package to support the funding necessary for the new arena and additional monies to improve campus dining facilities as part of a total campus partnership for the next ten years.

This proposal's financial terms and the obligations assumed by NMS are based on the existing conditions when we commence operations in August 2014. We have relied upon representations regarding existing and future conditions made in connection with the negotiation and execution of this proposal. Should conditions change – such as your event projections, attendance estimates, labor costs, food and supply expenses, or pertinent tax rates – obligations assumed by NMS shall be renegotiated on a mutually agreeable basis to reflect such changes.



## Commitments

Our corporate culture demands that we fulfill every commitment, and we often deliver well beyond our original promises. NMS was built on ethical and honest dealings, and we work to establish win-win partnerships with all of our clients. We believe we have this type of relationship with UAA and hope to expand it to operations at the Alaska Airlines Center.

## Investment Philosophy

The focus of our plan is improving the experience of both students and arena guests. By enhancing the plans for the new arena as well as student facilities on campus, our proposal will allow the university to strengthen two key elements:

- Image within the Anchorage community
- Campus image to current and future UAA students.

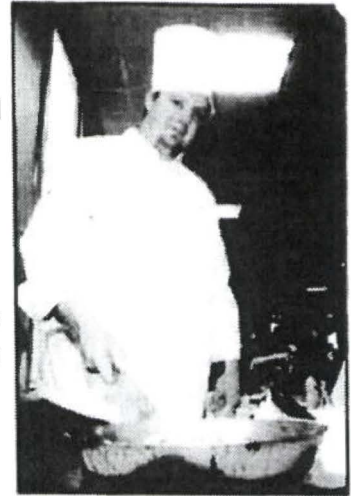
Using quality programs and offerings to build your brand image is just one area where we will bring UAA the benefit of our experience. Specifically our additional support for the build out of the



restaurant concept, and funding to ensure a first class operation in catering and concessions will build your brand image. Program development for campus student dining improvements will be developed in partnership with Student Housing as we move forward.

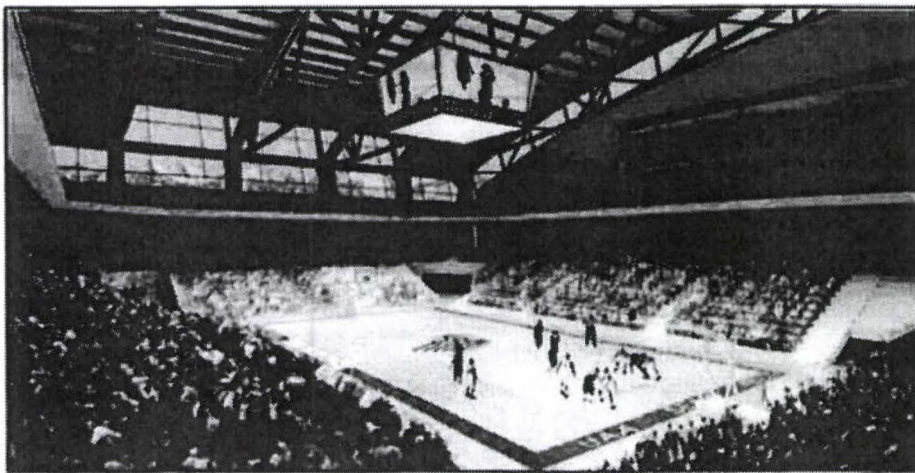
Our total proposed commitment to UAA for our expanded and extended partnership is **\$2,630,000** in investment and much more in resources and expertise.

To implement a premier program for the Alaska Airlines Center, we are proud to present an investment that will support our proposed program development. NMS is proposing an investment and funding of **\$1,125,000**, which will fund both the completion of the restaurant and the addition of new facilities and equipment that will ensure overall quality. In addition to the Alaska Airlines Center, NMS is proposing **\$500,000** to enhance the student dining facilities on campus. NMS will also bring an additional investment of **\$175,000** for the purchase of technology and vehicles for use at the arena and UAA Seawolf Dining. \*



As part of this service expansion and investment, NMS is seeking a contract extension of the current UAA Campus Dining contract for an additional 10 years in place of the 2-year renewal that is coming up in July 2014. The extension will also include the additional financial terms related to this proposal. NMS will amortize the investment on a straight-line basis over the course of the 10-year agreement, commencing as the funds are utilized. UAA will own the investment. If the agreement expires or is terminated prior to the complete amortization of the investment, UAA will reimburse NMS. The assets purchased with the technology and vehicle fund investment will remain the property of NMS.

In addition to the investment, we propose an additional Facility Expense Fund of one percent (1%) of revenues in the Alaska Airlines Center and the UAA Campus Dining program to ensure continuous improvement. UAA shall own the improvements made from the Facility Expense Fund.



### CAPITAL INVESTMENT AND DIRECT EXPENSE

Restaurant – Bistro 54 Build Out	\$1,200,000
Planned Project Space Expense Credit	\$<300,000>
Concessions Equipment and Carts	\$150,000
Catering Equipment and Smallwares	\$75,000
Estimated 10 Year 1% Facility Fund Improvements	\$330,000
Subtotal	\$1,455,000
Student Dining Development Fund	\$500,000
Estimated 10 Year 1% Facility Fund	\$500,000
Subtotal	\$1,000,000
Total University Owned Investment	\$2,455,000
NMS Owned Investment For IT and Vehicles	\$175,000
TOTAL VALUE UNIVERSITY and NMS INVESTMENT	\$2,630,000

\*Investment is pending approval of NMS Board of Directors

### Concession Return

NMS is proposing a commission scale starting at 25% on concessions sales on the first \$400,000. Concession sales in excess of \$400,000 will be commissioned at the rate of 30%. In addition, any revenues received from subcontractors will be split equally.

NMS Concession Sales	UAA
\$400,000 and above	30%
\$1 to \$400,000	25%
Subcontractor Sales (Net)	50%

### Catering Return

NMS is proposing a commission scale equal to the current UAA campus rate of 10% of sales. In addition to the catering commission, NMS is recommending an additional service charge in the Alaskan Airlines Center of 10%. The service charge will be passed thru to the university to offset facility cost of cleaning, resetting, etc. between events.



### Restaurant Sales Return

NMS is proposing a restaurant sales commission scale at the rate of 5% for the first \$1,000,000 in sales, rising to 7% for all sales in excess of \$1,000,000 annually.

NMS Restaurant Sales	UAA
\$1,000,000 and above	7%
\$1 to \$1,000,000	5%

### Estimated Return

Estimated return to UAA has been developed using projections provided and developed using industry check averages and proposed program. With an estimated guest count of more than a half million the Alaska Airline Center is going to be a dynamic addition to the university.

Area	Estimated Attendance	Estimated Sales	Your Return
Restaurant Bistro 54	85,000	\$1,875,000	\$111,250
Concessions	411,000	\$837,500	\$231,250
Catering	24,000	\$620,000	\$62,000
<b>TOTAL</b>	<b>520,000</b>	<b>\$3,332,500</b>	<b>\$404,500</b>

### Accounting Systems and Reports

As your partner, we understand that UAA Athletics needs to participate in the financial aspects of the services we provide in the same way UAA Housing and Dining Services do for current services provided on campus. With this in mind, we are pleased to provide you regular and customized financial reporting. We are committed to financial transparency. We also propose to send regular reports that will enable you to review our performance at any time. At a minimum, we will provide the following:

- A copy of our financial plan for the year.
- A Customer Statement of Sales for every month, prepared by our corporate financial accounting department from internal documents. The Customer Statement details revenue categories in a logical format, including current month and year-to-date information displayed side by side.
- Copies of monthly statistics showing such information as per capita spending by event and other pertinent statistics, which we regularly use to measure performance, evaluate trends and plan for the future.

We will immediately provide any other documentation you request and will cooperate completely in any requested financial review. Our objective is full participation in the management of our partnership; however, we will not inundate you with information that you do not desire.



**Tab**

**6**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair  
and Members of the ABC Board

DATE: Wednesday, October 01, 2014

FROM: Sarah D. Oates  
Records & Licensing Supervisor

RE: Barry's Baranof Lounge #93

AS 04.11.030 states that:

(b) If an application for the transfer of ownership of a license from a deceased licensee is not made within 90 days of the death of the licensee or within an additional 90 days if an application for transfer of ownership made by the executor is denied, or no petition is made to the board for an extension of time under (c) of this section within the time, the license is forfeited.

(c) The board may extend the time limits in (b) of this section on petition of the executor or administrator.

Barry F. Tanner, 90% shareholder of Barry's Baranof Lounge, Inc., passed away on June 9<sup>th</sup>, 2014. On July 31, 2014, his daughter, Heidi M. Tidler, mailed a formal request that her 90-day time limit to transfer the ownership of the license be extended by the Board until the probate matters are resolved in court.

Barry's Baranof Lounge, Inc  
1166 Gambell St  
Anchorage, AK, 99501

July 31, 2014

Maxine Andrews  
Business Registration Examiner  
Alcohol Beverage Control Board  
2400 Viking Dr  
Anchorage, Alaska 99501

Dear Maxine Andrews:

My father, Barry F. Tanner, passed away on June 9<sup>th</sup>, 2014. I have been appointed as the Personal Representative of his estate by the Probate Court for State of Alaska.

I am formally requesting an extension of the 90 day application deadline as we work with the Probate Court. Barry's Baranof Lounge Corporation will be reorganized and I will be managing the business during this time.

I have been working in the business and am a member of the corporation for the past 28 years. I have been told by my attorney, Jenn Messick, who is assisting with the probate matters, that this could take up to a year to resolve.

Please advise at your earliest convenience on my extension request.

Sincerely,



Heidi M. Tidler  
Barry's Baranof Lounge  
1166 Gambell St.  
Anchorage, Alaska 99501  
[\(907\) 250-9775](tel:(907)250-9775)  
[aktidler@gmail.com](mailto:aktidler@gmail.com)



**Tab**

**7**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

**MEMORANDUM**

**TO:** Robert Klein, Chair  
and Members of the ABC Board

**DATE:** Wednesday, October 01, 2014

**FROM:** Sarah D. Oates  
Records & Licensing Supervisor

**RE:** Brown Jug #1198

On September 24, an application was received to transfer package store license #1198 from Tesoro Northstore Company doing business as (DBA) 2Go Tesoro to Liquor Stores USA North, Inc. DBA Brown Jug. The license is not currently located at a designated premises, nor has it been operated for four years. This transfer would keep the licenses in a "no premises" state and would strictly be an ownership change.

At the February 11, 2014 ABC Board of Directors Meeting, the Board denied an application for the fourth waiver of operation for Package Store License #1198 (currently issued to Tesoro Northstore Company doing business as 2Go Tesoro).

A letter was written by Christine Lambert on February 13, 2014 stating that the waiver was denied and the license would be expired. Shirley Cote sent another letter on February 18 clarifying that although the waiver was denied, the license is valid through the end of 2014 and would not expire until then unless the license is renewed for the 2015/2016 calendar years.

Because of the denial, this license does not have an approved waiver of operation for the calendar year of 2013. Although the license is still valid, it may not be operated until a transfer to a designated premises is approved by the Board.



THE STATE  
of **ALASKA**

GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 334-2285

February 18, 2014

Tesoro Northstar Company  
c/o Fred Odsen, Attorney  
Hughes, Gorski, Seedorf, Odsen & Tervooren, LLC  
3900 C Street, Ste. 1001  
Anchorage, Alaska 99503

RE: 2Go Tesoro Liquor License #1198

Dear Mr. Odsen,

The ABC Board mistakenly advised Tara Arce with Tesoro Northstar Company that with the denial by the Board of Directors of a 4<sup>th</sup> waiver of operation for 2013 that the license expired. The license remains with Tesoro up until the license expires at the end of 2014, or unless the license is renewed for calendar years 2015/2016.

From our telephone conversation the question remains regarding Tesoro's right to appeal the decision of the board to deny the 4<sup>th</sup> waiver. I understand your concern regarding the ability to transfer the license and your belief it is in the interest of your client to appeal the denial of the 4<sup>th</sup> waiver of operation. I also understand Assistant Attorney General Milks' opinion that the license was not denied which would prompt the appeal process at the licensee's request if the renewal is denied at the end of 2014.

Ms. Milks is open to discussing this with you and I invite you to call her directly regarding this issue only. Her telephone number is 907-465-2123.

Sincerely,

A handwritten signature in cursive script that reads "Shirley A. Coté".

Shirley A. Coté  
Director

cc: Harriet Milks, Assistant Attorney General  
Tara Arce, Tesoro Northstar Company  
Christine Lambert, ABC Board Records & Licensing Supervisor





THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

February 13, 2014

Tesoro Northstore Company  
Attn: Tara Arce (TX1-012)  
19100 Ridgewood  
San Antonio, TX 78259

RE: 2Go Tesoro Liquor License #1198

Dear Licensee:

The fourth waiver of operation for the calendar year 2013 was denied by the ABC Board at its February 11, 2014 meeting. The liquor license has been expired as of today.

I have enclosed a Claim for Refund for the \$6,000.00 fourth waiver fee. Please have an officer sign and date the form where highlighted and return to the ABC Board. Feel free to scan and email me the document if that is most convenient.

The liquor license will expire as of February 28, 2014.

Please contact us if you have questions or concerns regarding this matter.

Sincerely,

SHIRLEY A. COTÉ  
Director

/s/ *Christine C. Lambert*  
Christine C. Lambert  
Licensing & Records Supervisor  
[Christine.lambert@alaska.gov](mailto:Christine.lambert@alaska.gov)  
907-269-0359

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 269-0350  
Fax: (907) 272-9412  
<http://commerce.alaska.gov/dnn/abc>

License is: ☒ Full Year OR ☐ Seasonal – List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
License Year: <b>2013-2014</b>	License Type: <b>Package Store</b>	Statute Reference <b>AS 04.11.150</b>	License Fee: \$ Filing Fee: \$100.00 Fingerprint: ( <i>\$54.25 per person</i> ) Total Submitted: <b>\$100.00</b>
License #: <b>1198</b>			
Local Governing Body: (City, Borough or Unorganized) <b>Municipality of Anchorage</b>	Community Council Name(s) & Mailing Address: <b>N/A</b>		
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <b>LIQUOR STORES USA NORTH INC.</b>	Doing Business As (Business Name): <b>Brown Jug</b>	Business Telephone Number: <b>(780) 917-4185</b> Fax Number: <b>(780) 702-1427</b>	
Mailing Address: <b>#300, 10508 – 82<sup>nd</sup> Avenue</b>	Street Address or Location of Premises: <b>No Premises</b>	Email Address: <b>krempel@lsgp.ca</b>	
City, State, Zip: <b>Edmonton, Alberta T6E 2A4, Canada</b>			
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of <b>CURRENT</b> Licensee: <b>Tesoro Northstore Company</b> <b>19100 Ridgewood Parkway, San Antonio, Texas 78259</b> Business Name (dba) <b>BEFORE</b> transfer: <b>2Go Tesoro</b> Street Address or Location <b>BEFORE</b> transfer: <b>No Premises</b>	
SECTION C - PREMISES TO BE LICENSED			
Closest school grounds: <b>N/A</b>	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Closest church: <b>N/A</b>	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <b>N/A</b> <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input type="checkbox"/> New building	<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input type="checkbox"/> Diagram of Premises attached <b>N/A</b>		

## Transfer Liquor License

### SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☒ Yes ☐ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
See attached Schedule A.				

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed Premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

### SECTION E – OWNERSHIP INFORMATION – CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): <b>Liquor Stores USA North Inc.</b>	Telephone Number: <b>(780) 917-4185</b>	Fax Number: <b>(780) 702-1427</b>
Corporate Mailing Address: <b>#300, 10508 – 82<sup>nd</sup> Avenue</b> City: <b>Edmonton</b>	State: <b>Alberta, Canada</b>	Zip Code: <b>T6E 2A4</b>
Name, Mailing Address and Telephone Number of Registered Agent: <b>Richard M. Rosston, 1031 West Fourth Avenue, Suite 600, Anchorage, Alaska 99501, 907-276-4557</b>	Date of Incorporation OR Certification with DCED: <b>8/27/08</b>	State of Incorporation: <b>Nevada</b>
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <b>must</b> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.		

#### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Liquor Stores USA Holdings, Inc.	Shareholder	100%	#300, 10508-82nd Ave., Edmonton, Alberta T6E2A4, CN	(780) 944-9994	N/A
Stephen Bebis	President	0	36 Sylvan Lane, Weston, MA 02943	(780) 944-9994	10/14/1952
Stephen Bebis	Secretary	0	36 Sylvan Lane, Weston, MA 02943	(780) 944-9994	10/14/1952
Stephen Bebis	Treasurer	0	36 Sylvan Lane, Weston, MA 02943	(780) 944-9994	10/14/1952

NOTE: If you need additional space, please attached a separate sheet.

### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

#### Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

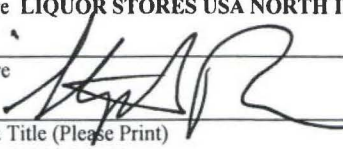
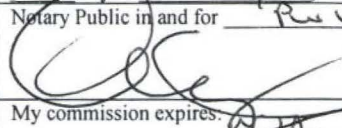
## Transfer Liquor License

(907) 269-0350  
Fax: (907) 272-9412  
<http://commerce.alaska.gov/dnn/abc>

Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:

### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Current Licensee(s)</b> Signature <b>TESORO NORTHSTORE COMPANY</b>	<b>Signature of Transferee(s)</b> Signature <b>LIQUOR STORES USA NORTH INC.</b>
Signature	Signature 
Name & Title (Please Print)	Name & Title (Please Print) <b>Stephen Bebis, President</b>
Subscribed and sworn to before me this ____ day of _____, 2014.	Subscribed and sworn to before me this 15 day of August, 2014.
Notary Public in and for the State of Alaska	Notary Public in and for <u>Prince of Albert</u>
My commission expires:	My commission expires: 

**CRAIG D. CORBETT**  
BARRISTER & SOLICITOR

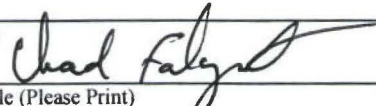
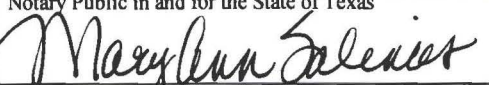
## Transfer Liquor License

NOTE: If you need additional space, please attached a separate sheet.

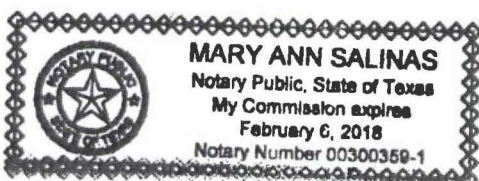
### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

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

Declaration
<ul style="list-style-type: none"><li>I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.</li><li>I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.</li><li>I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.</li><li>I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.</li></ul>

Signature of Current Licensee(s)	Signature of Transferee(s)
Signature TESORO NORTHSTORE COMPANY	Signature LIQUOR STORES USA NORTH INC.
Signature 	Signature
Name & Title (Please Print) Chad Falgout, Vice President Retail & Development	Name & Title (Please Print) Stephen Bebis, President
Subscribed and sworn to before me this 10 <sup>th</sup> day of Sept., 2014.	Subscribed and sworn to before me this day of _____, 2014.
Notary Public in and for the State of Texas 	Notary Public in and for _____
My commission expires: 02-06-2018	My commission expires:

FD # 300359-1



**Tab**

**8**





THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,  
and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

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

**MEMORANDUM**

TO: ABC Chair Klein, and members of the Board

DATE: October 1, 2014

THRU: Cynthia Franklin, Director

SUBJ: Fail to respond to NOV

FROM: Robert Beasley, Enforcement Supervisor

A handwritten signature in blue ink, appearing to be "R. Beasley".

Chair Klein, and members of the Alcoholic Beverage Control Board:

On April 23, 2014 a NOV (Notice of Violation) was sent to Tequila Kitchen Express, Liquor License Number 5247 regarding the lack of required warning signs, and an employee failing to provide proof of having a valid alcohol server education card.

The NOV was sent via certified mail and was signed for and received on April 28, 2014, according to the postal return receipt. A response from the licensee was not received. On September 8, 2014 a second NOV was sent to the licensee and was signed for and received on September 19, 2014.

As of this date, a response has not been received for either of the Notices of Violation.



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

Date: 09/08/14  
Number AB14-0539  
Page 1 of 1 Page

## Notice of Violation

(3 AAC 304.525)

Licensee	License Number	Type of License
Tequila Kitchen Express, LLC	5247	Restaurant/Eating Place
D.B.A.	How Delivered	Law Enforcement Agency
Tequila Kitchen Express	<input checked="" type="checkbox"/> Certified Mail # <input type="checkbox"/> In Person	Anchorage Police Department
Street or P.O. Box	City, State	Zip
2525 Blueberry Road, Ste 206	Anchorage, AK	99503

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

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

**VIOLATION:** On 04/24/14 you were sent a Notice of Violation via certified mail. The mail was received and signed for on 04/28/14 by MJ Grey. You were directed to respond to the Director of the Alcoholic Beverage Control Board in writing within 10 days of receipt. As of 09/08/14, the Director has yet to receive any correspondence from you. Further investigation has also revealed that a citation you were issued for failing to post the required warning signs was never paid. On 06/02/14, you were sent a warning notice from the court system for failure to respond to a citation. On 06/26/14, the court system noted that you failed to respond or appear and entered a default judgment. The fine has since been transferred to collections.

Your attention is directed to **AS 04.21.065 (j)** and **3 AAC 304.525: Posting of Warning Signs and Communication With Licensees**

**You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation. Failure to respond within 10 days will result in a mandatory appearance before the ABC Board at the next Board meeting.**

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

Robert Beasley, Interim Director  
Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, Alaska 99501

7009 2820 0001 7253 2248

### A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By:
	J. Bankowski
Filed By:	Title: INV. III



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

Date: 04/24/2014  
Case Number: AB14-0539  
Page 1 of 1

## Notice of Violation

(3 AAC 304.525)

Licensee	License Number	Type of License
Tequila Kitchen Express, LLC	5247	Restaurant/Eating Place
D.B.A.	How Delivered	Law Enforcement Agency
Tequila Kitchen Express	<input checked="" type="checkbox"/> Certified Mail # On-File <input type="checkbox"/> In Person	Anchorage Police
Street or P.O. Box	City, State	Zip
2525 Blueberry Road, Ste 206	Anchorage, AK	99503

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

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

**VIOLATION:** On 04/23/14 at about 1100 hours, a licensed premises inspection was performed at Tequila Kitchen Express. Employee Alberto Raziel Perez Garcia was contacted and was unable to provide proof of completing a recognized alcohol server education course. He was advised to no longer sell alcohol without his valid server card. It was also discovered that the three required Alcohol Warning Signs were not posted anywhere on the premises and a citation was issued. These are violations of Title IV.

Your attention is directed to **AS 04.21.065 & 04.21.025: Posting of Warning Signs & Alcohol Server Education Course**

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

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

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

### A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: Joe Bankowski
Filed By:	Title: Investigator III

7011 2970 0003 3312 7350



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

2525 BLUEBERRY RD, STE 206  
ANCHORAGE, AK 99503

Tequila Kitchen  
SEP 30 10 08 AM '04

2. Article Number  
(Transfer from service label)

7011 2970 0003 3312 7350

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

*[Signature]*

☒ Agent☐ Addressee

## B. Received by (Printed Name)

MJ Grey

## C. Date of Delivery

4-28-14

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Tequila Kitchen Express, LLC  
2525 Blueberry Rd Ste 206  
Anchorage, AK 99501

2. Article Number  
(Transfer from service label)

7009 2820 0001 7253 2248

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

*[Signature]*

☒ Agent☒ Addressee

## B. Received by (Printed Name)

MJ Grey

## C. Date of Delivery

9-9-14

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

**Tab**

**9**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

## MEMORANDUM

TO: Robert Klein, Chair  
and Members of the ABC Board

DATE: Wednesday, October 01, 2014

FROM: Sarah D. Oates  
Records & Licensing Supervisor

RE: Three Bears #1011

At the April 29, 2014 ABC Board of Directors Meeting, the Board gave delegated consent for the transfer of Package Store License #1011.

The transfer was from:

Eagle River Liquor, LLC d/b/a Eagle River Liquor located at 16535 Artillery Road

to:

Three Bears Alaska, Inc. d/b/a Three Bears located at 445 N Pittman Road, Ste B

On May 20, 2014, the final approval was received from Department of Labor, and the license was printed and issued, completed the transfer process to Three Bears.

On May 21, 2014, Michael E. Butler hand delivered a cover letter and court documents.

The first document, issued March 21, 2014, was a Domestic Relations Initial Order & Order to File Financial Documents, with Michael Butler listed as the plaintiff and Sun Sil Sims as the defendant. Sun S. Sims is 100% shareholder of Eagle River Liquor, LLC. One of the orders listed on this document states that: "In a divorce case, **you cannot sell or dispose of any marital or disputed property...**"

The second document, issued May 19, 2014, is an Order on Motion for Expedited Consideration of Motion for Preserve Assets. This consideration was denied, but the judge instructed the defendant to reference the "highlighted court order dated 3/21/14".

Mr. Butler is asking that the Board reconsider this transfer. His claim is that Eagle River Liquor, LLC and the corresponding liquor license are considered both marital assets and disputed property, and that the sale and transfer of this license would violate a court order issued prior to the original consideration of the license transfer by the Board.

This issue was tabled at the July 8, 2014 Board of Directors Meeting.



K&L GATES

K&L GATES LLP  
420 L STREET  
SUITE 400  
ANCHORAGE, AK 99501-1971  
T 907.276.1969 F 907.865.2443

September 24, 2014

Joan M. Travostino  
D 907.777.7608  
F 907.865.2417  
joan.travostino@klgates.com

Cynthia Franklin  
Executive Director  
Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage AK 99501

**Re: 1011 Three Bears: Three Bears Alaska, Inc.  
22211 Birchwood Loop; Anchorage  
License: Package Store  
Reconsideration of Transfer**

Dear Director Franklin:

The agenda item listed above was placed in front of the ABC Board on July 8, 2014. Michael Butler was present by phone to support his request for reconsideration. Joan Travostino and Steve Mierop were present by phone on behalf of Three Bears Alaska, Inc.

The Board tabled a decision until October 8, 2014. Joan Travostino will not be available on October 8, 2014. On behalf of Three Bears Alaska, she requests that the ABC Board continue to table the request for reconsideration until the next ABC Board meeting. Ms. Travostino asked Mr. Butler, through his attorney, Andrew Lambert, if he would agree to the continuation of a decision on the agenda item until the next ABC Board hearing. His signature on this letter is his agreement.

Ms. Travostino contacted counsel to the ABC Board, Harriet Dinegar, about the continuance and Ms. Dinegar stated that she had no objection to a continuance. Please let us know if you will grant a continuance to the next ABC Board meeting after October 8, 2014.

Respectfully,

Joan Travostino

Michael Butler

cc: Harriet Dinegar

21 May 14

Notice to Whom it May Concern:


Regarding the sale of Eagle River Liquor License to Three Bears Alaska.

Please find the attached Court Orders for Case NO. 3AN-14-05764 CI

{ Michael Butler  
vs.  
Sun Sil Sims }

Also contained in the attachment are the written notes of Judge Catherine M. Easter concerning the sale or other disposition of marital or disputed property.

- 1) Eagle River Liquor, LLC is a marital asset
- 2) Eagle River Liquor License is a marital asset
- 3) The sale/transfer of these assets by Sun Sil Sims, solely, is disputed.

Sincerely,  
Michael E Butler  




IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

AT Anchorage  
City or Town where the Court is located

Michael E. Butler  
Plaintiff,

vs.

Sun Sil Sims  
Defendant.

Your Case No. 3AN-14-5764 CI

ORDER ON MOTION FOR EXPEDITED CONSIDERATION  
Of  
MOTION FOR Preserve Assets

(THE JUDGE WILL FILL OUT THE REST OF THE FORM.)

☐ Plaintiff ☐ Defendant having moved for expedited consideration of the Motion indicated above  
filed on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. it is HEREBY ORDERED that:

1. ☐ The non-moving party is given until \_\_\_\_\_ at \_\_\_\_\_ to respond in writing to ☐ the Motion for Expedited Consideration and ☐ the main motion, to the fullest extent possible. Fax filing ☐ is ☐ is not acceptable. Fax number is \_\_\_\_\_. WARNING: If you fail to respond, the Court may rule without further notice.

2. ☐ A hearing is set for \_\_\_\_\_ at \_\_\_\_\_ in courtroom \_\_\_\_\_. The non-moving party shall be heard orally at the beginning of the hearing as to whether (s)he opposes expedited consideration. The parties should be prepared for an immediate hearing on the main motion if expedited consideration is granted, court time permitting. Telephonic appearance ☐ is ☐ is not authorized for ☐ Plaintiff ☐ Defendant ☐ both parties. Parties appearing telephonically ☐ must call \_\_\_\_\_ at the time set for the hearing OR ☐ be prepared to accept a collect a collect call at a number you provide to the Court. Call \_\_\_\_\_ before the hearing time with the number at which you can be reached.

3. ☐ Expedited consideration is **GRANTED** without providing the other party(ies) an opportunity to be heard based on \_\_\_\_\_

4. ☒ Expedited consideration is **DENIED**. However, please note that the underlying motion is not being decided at this time. The opposition and the reply to that motion are due according to the timeline set in Civil Rule 77.

5. ☒ Other: Please see highlighted court order dated 3/21/14.

Dated at Anchorage Alaska this 19<sup>th</sup> day of May, 2014.

I certify that on 5/19/14 a copy of the above was mailed to each of the following:  
at their addresses of record. (List names if not an agency)

☐ CSSD/ AG ☐ CI M. Butler  
S. Pharr  
Deputy Clerk / Secretary

Catherine M. Butler  
Judge

MAY 16 2014



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

Michael Butler,

Plaintiff,

vs.

Sun Sil Sims,

Defendant.

CASE NO. 3AN-14-05764CI

DOMESTIC RELATIONS INITIAL ORDER &  
ORDER TO FILE FINANCIAL DOCUMENTS

FILED  
STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

2014 MAR 21 PM 2:31

BY DEBORAH L. HARRIS  
CLERK OF COURT

1. Judge Catherine M Easter will hear and decide your case.
2. The following **ORDERS** are in effect when this document is delivered to you and remain until the court enters the final order and decree in this case.
  - You cannot threaten, harass or harm the opposing party or children. For example, you cannot physically hurt, stalk, excessively call, email or text the opposing party.
  - Unless the opposing party agrees in writing, OR this court orders it:
    - You cannot remove any child who is the subject of this case from Alaska.
    - In a divorce case, you cannot sell or dispose of any marital or disputed property, except you can use marital funds or assets only for the immediate personal and necessary living expenses of yourself and your children.
    - In a divorce case, you cannot cancel, change or stop paying for any insurance policy.
3. **FINANCIAL DOCUMENTS IN CHILD CUSTODY CASES:** If there are minor child(ren) involved in the case, you must file the following documents and serve the opposing party with a copy no later than **45 days after the answer** is filed.
  - Completed Child Support Guidelines Affidavit, DR 305 ([www.courts.alaska.gov/forms/dr-305f.pdf](http://www.courts.alaska.gov/forms/dr-305f.pdf)). Fill in your column completely and fill in the other parent's column if you can.
  - Copies of 4 most recent pay stubs.
  - Copy of most recent tax return, all schedules, attachments, W-2s, 1099s.
  - Your employer's name, address and phone number.
  - Letter from your employer or health insurance company stating:
    - what health insurance coverage you have currently
    - who is covered, and
    - how much it costs to insure (1) you alone and (2) you and your child(ren).
  - If you did NOT receive the Alaska PFD, provide a statement explaining why not.

**Black out any confidential information** such as social security numbers and account numbers except for the last 4 digits so that the parties and court can identify the specific account. You can use the Notice of Filing, SHC 1605 ([www.courts.alaska.gov/shc/shc-1605.doc](http://www.courts.alaska.gov/shc/shc-1605.doc)) cover sheet to file with the financial documents.

4. **PARENT EDUCATION:** If there are minor children involved in the case, you have to either (1) watch the approved parent education video at the courthouse, or (2) complete the web-based class *Children in Between*. This requirement must be satisfied before the entry of the final decree in the case. See [www.courts.alaska.gov/shcparent-ed.htm](http://www.courts.alaska.gov/shcparent-ed.htm).
5. **DISCOVERY OF INFORMATION IN DIVORCE CASES:** Each party must give the opposing party (or their attorney if represented) information about the marital property and debt within

45 days after the answer is filed. Do NOT file this information in court, but only provide it to the opposing party or their attorney. Learn more about Civil Rule 26.1 disclosures and forms you can use at: [www.courts.alaska.gov/property.htm#2](http://www.courts.alaska.gov/property.htm#2). You may request additional discovery according to Civil Rules 26–37 ([www.courts.alaska.gov/civ.htm](http://www.courts.alaska.gov/civ.htm)).

6. **SUPPORTING FINANCIAL INFORMATION:** You must file a **completed Financial Declaration, DR-250**, ([www.courts.alaska.gov/forms/dr-250f.pdf](http://www.courts.alaska.gov/forms/dr-250f.pdf)) if you file a motion asking for money from the opposing party (e.g. Motion for Attorney's Fees or a Motion for Interim Spousal Support). If you file an opposition to a motion asking for money, you must file a completed Financial Declaration, DR-250 ([www.courts.alaska.gov/forms/dr-250f.pdf](http://www.courts.alaska.gov/forms/dr-250f.pdf)).
7. **SERVING COPIES OF COURT FILINGS:** You must give the opposing party (or their attorney if represented) a copy of **every document** you file in court. The complaint and the attached documents must be served by (1) certified mail, restricted delivery, return receipt or (2) a process server. All other documents can be filed by 1st class U.S. mail or hand delivery. You must file a Certificate of Service that tells the court that you served the opposing party, by what method and when. See a sample at [www.courts.alaska.gov/serve.htm](http://www.courts.alaska.gov/serve.htm).
8. **NEXT COURT DATE:** The court will set a status conference approximately 60 days after the answer is filed and notify you to discuss the possibility of settlement or schedule a trial date. If the defendant does not file an answer, the plaintiff may file for default. (See [www.courts.alaska.gov/shcdefault.htm](http://www.courts.alaska.gov/shcdefault.htm) to learn about the default process.)

**You must follow this ORDER. If you do not, the court may reject your paperwork and your case will be delayed. The court may order sanctions, such as paying the opposing party's attorney's fees and costs and/or finding you in contempt of court which may result in fines or jail time.**

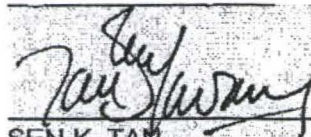
You must follow specific procedures in divorce and custody cases. If you are representing yourself, contact the Family Law Self-Help Center to understand court procedures and forms:

- (907) 264-0851; toll-free (866) 279-0851 (In Alaska, but outside Anchorage)
- [www.courts.alaska.gov/selfhelp.htm](http://www.courts.alaska.gov/selfhelp.htm)

You can find additional forms at: [www.courts.alaska.gov/forms-subj.htm](http://www.courts.alaska.gov/forms-subj.htm) and court rules at: [www.courts.alaska.gov/civ.htm](http://www.courts.alaska.gov/civ.htm).

March 21, 2014

Date



SEN K. TAN  
Presiding Judge  
Third Judicial District

I certify that a copy of this Order was ☐ mailed ☒ given to ☒ Plaintiff ☐ Plaintiff's attorney to serve on the Defendant with the summons.

Deputy Clerk: KKrause Date: 3/21/2014

**FILE COPY**



11238

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 263-5900  
Fax: (907) 263-5930  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is: ☒ Full Year OR ☐ Seasonal List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
License Year: 2013/2014	License Type: Package Store	Statute Reference Sec. 04.11.150	Filing Fee: \$100.00
License #: 1011			Rest. Desig. Permit Fee: (\$50.00) \$
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage	Community Council Name(s) & Mailing Address: Birchwood Community Council 1057 W. Fireweed Ln., Ste. 100 Anchorage, AK 99567		Fingerprint: \$ (\$51.50 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Three Bears Alaska, Inc.	Doing Business As (Business Name): Three Bears	Business Telephone Number: 907.357.4311 Fax Number: 907.357.4312	TOTAL 100.00
Mailing Address: 445 N. Pitman Rd., Ste. B Wasilla, AK 99623	Street Address or Location of Premises: 22211 Birchwood Loop Chugiak, AK 99567	Email Address: Regulatory-Compliance@threebearsalaska.com	
Is any shareholder related to the current owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes" please state the relationship _____			
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of <b>CURRENT</b> Licensee: Eagle River Liquor, LLC 16535 Artillery Rd., Eagle River, AK 99577 Business Name (dba) <b>BEFORE</b> transfer: Eagle River Liquor, LLC Street Address or Location <b>BEFORE</b> transfer: 16535 Artillery Road Eagle River, AK 99577	
SECTION C - PREMISES TO BE LICENSED			
Distance to closest school grounds: 450 Feet	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: 515 Feet	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input checked="" type="checkbox"/> New building		<input checked="" type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input type="checkbox"/> Diagram of premises attached	



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 263-5900  
Fax: (907) 263-5936  
<http://commerce.alaska.gov/dnn/abc>

### SECTION D - LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☒ Yes ☐ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Please see attachment				

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

### SECTION E - OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
Three Bears Alaska, Inc.		907.357.4311	907.357.4312
Corporate Mailing Address:	City:	State:	Zip Code:
445 N. Pittman Road, Suite B	Wasilla	Alaska	99623
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:
Joan Travestino 420 L St., Ste. 400, Anchorage, AK 99501 907.276.1969		May 19, 1981	Alaska
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Please see attachment					

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 263-5900  
Fax: (907) 263-5930  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

NOTE: If you need additional space, please attach a separate sheet.

### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:

#### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Current Licensee(s)</b>	<b>Signature of Transferee(s)</b>
Signature <i>Three Bears Alaska, Inc.</i>	Signature <i>Eagle River Liquor, LLC</i>
Signature <i>Stephen D. Mierop</i>	Signature <i>Sam Sims</i>
Name & Title (Please Print) <i>Stephen D. Mierop, Vice President</i>	Name & Title (Please Print) <i>Sam Sims, Member &amp; Manager</i>
Subscribed and sworn to before me this <i>27</i> day of <i>November</i> , 2013.	Subscribed and sworn to before me this <i>27</i> day of <i>November</i> , 2013.
Notary Public in and for the State of Alaska <i>[Signature]</i>	Notary Public in and for the State of Alaska <i>[Signature]</i>
My commission expires: <i>8/11/2014</i>	My commission expires: <i>8/11/14</i>

Notary Public  
LESLIE ANDREE  
State of Alaska  
My Commission Expires Aug. 11, 2014

Notary Public  
LESLIE ANDREE  
State of Alaska  
My Commission Expires Aug. 11, 2014



**Three Bears Alaska, Inc.****Transfer Application for Alaska Liquor License Number 1011****November 27, 2013****Corporate Officers, Directors & 10% or Greater Owners**

Name	Title	✓ if Director	%	Home Address & Telephone Number	Date of Birth	Work Telephone Number
Larry A. Weisz Sr.	Chairman	✓	N/A	1740 S. Hidden View Rd., Wasilla, AK 99623 907-357-5592	08/09/1940	907-357-4311
David A. Weisz Sr.	President	✓	5.09%	3771 N. Meadow Lakes Dr., Wasilla, AK 99654 907-357-3502	09/30/1962	907-357-4311
Janeen M. Weisz	Director	✓	N/A	1740 S. Hidden View Rd., Wasilla, AK 99623 907-357-5592	06/01/1958	907-357-4311
Rachel A. Sanford	Treasurer; Asst. Secretary	✓	N/A	.1 Schiovalli Road, Tok, AK 99780 907-883-5432	01/20/1974	907-883-4324
Paul D. Sonnenberg	Vice President		N/A	3700 North Bear Street, Wasilla, AK 99654 907-357-1529	08/24/1962	907-357-4311
Stephen D. Mierop	Vice President; Secretary		N/A	3819 Hampton Drive, Anchorage, AK 99504 907-337-1550	05/07/1957	907-357-4311
Three Bears Investment Group, LLC	Shareholder		75.62%	445 N. Pittman Road, Suite B Wasilla, AK 99654 Attn: David A. Weisz Sr.	11/10/2008 (formation)	907-357-4311



**Tab**

**10**

LICENSEE SANCTIONS UNDER AS 04.16.180						
Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Muffin Man & Company, Inc.	Café 817	4449	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	7/8/14	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Latin Connection Entertainment, LLC	Club Soraya	4353	Adulteration / Misbranding / False Advertising	3 AAC 304.405	7/8/14	30 Days suspension of license with 15 days suspended. \$1,000 fine. Must have no new violations for 1 year.
UMFA Inc.	De Canter Inn	297	Failure to have proper alcohol server training	AS 04.16.150	7/8/14	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Si Cha Sin	Nikko Garden	2069	Furnishing alcohol to persons under 21	AS 04.16.052(5)	7/8/14	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Young Hyon Kim	Sushi Garden, Inc. dba Kogi	5107	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	4/29/14	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Tomio Demura	Old Power House Restaurant	4325	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	12/10/2013	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.

Martin Moochan Kim	In & Out Bush Liquor #2	688	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/10/2013	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Jose Nanez	Chepo's Fiesta	2616	Furnishsing alcohol to persons under 21 & Licensee responsible for violations	AS 04.16.052(5) & AS 04.16.150	12/10/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Jimmy Zhou	Jimmy Sushi Restaurant	5033	Furnishing alcohol to persons under 21	AS 04.16.052(5)	10/2/2013	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Kwang Su Yoon, SOE, LLC	Roma's	4595	Licensee responsible for violations	AS 04.16.150	10/2/2013	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Chong Pak	Seoul Gate Restaurant	4941	Licensee responsible for violations	AS 04.16.150	5/30/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Anna Maria Markos Kaloumenou	Angelo's Restaurant	3458	Failure to have proper alcohol server training	04.21.025(c)	2/12/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.



Francisco Barajas	Aztecs Sports Bar and Grill	5042	Furnishing alcohol to persons under 21	AS 04.16.052(5)	9/5/2012	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Arturo & Gloria Esparza	Las Margaritas	4752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/16/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Duane LeFleur	Tustemena Lodge	207	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Sivisay & Malada Vongsamath	Thai House Restaurant	4752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Nancy Elkins	Creekside Liquor	1119	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	\$500 Fine. Must have no new violations for 1 Year.
John Pattee	Avenue Bar	1184	Conduct contrary to the best interests of the public		12/7/11	90 Days suspension of alcohol sales with 76 days suspended. \$2,000 fine. Must have no new violations for 1 year.

Sarah Lee Lo	Chiang Mai Ultimate Thai Restaurant	4459	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/7/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Levitta Lee Burks	Anchor Bar	61	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Gerald Berryman	H & H Lakeview Restaurant	3904	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Peter & Sherryl Scott	Inn Café	4351	Failure to have proper alcohol server training	AS 04.16.150	3/24/11	30 Days suspension of alcohol sales with 30 days suspended. Must have no new violations for 1 year.
Wesley J. & Linda M. Sherrill	Moose Pass Inn	752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	3/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Hye Suk Min	Peking Restaurant	4215	Furnishing alcohol to persons under 21	AS 04.16.052(5)	3/24/11	60 Days suspension of alcohol sales. \$3,000 fine.

Ming Tze Chen	168 E-Lu-Fa Restaurant	4936	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/13/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Monica S. Wirtz	Peking Wok Restaurant	2813	Failure to have proper alcohol server training & allowing employee to work without alcohol server training.	AS 04.16.150	12/13/10	30 Days suspension of alcohol sales with 30 days suspended. Must have no new violations for 1 year.
Dennis Freeman	West Rib Café and Pub	3667	No server card, pricing and marketing violations	AS 04.16.052(5)	9/30/10	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine for no server card. \$500 fine for pricing and marketing violations. Must have no new violations for 1 year.
Fernando and Mary Nicolas	The Galley	1557	Furnishing alcohol to persons under 21	AS 04.16.052(5)	9/30/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. \$250 fine for having underage employees. Must have no new violations for 1 year.
Masahide & Kazuko Yamada	Yamaya Restaurant	3728	Furnishing alcohol to persons under 21	AS 04.16.052(5)	7/6/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.



Michael G. West	Dexter Roadhouse	1863	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/4/10	45 Days suspension of alcohol sales with 21 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Nancy Ida Milani-Henson	Bush Bottle Inn	2729	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/4/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
James D. West	Board of Trade Saloon	144	Violation of Conditions imposed 2/26/13		9/30/10	35 Days previously suspended of the 45 days imposed to be served.
Albert W. Gartz	Northern Liquors	785	Furnishing Alcohol to persons under 21	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Dong J. Yi	Tokyo Japanese Steakhouse	4731	Business name change without approval or transfer		2/26/10	\$2,500 fine.
Catarino & Maria Patricia Robles	Chico's Mexican Restaurant	4326	Furnishing Alcohol to persons under 21	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Howard & Chum Sim	Tips Bar	1142	Failure to have proper alcohol server training	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine. Must have no new violations for 1 year.

James D. West	Board of Trade Saloon	144	Allowing impaired person to serve alcohol. Allowing drunken persons to remain on premises.	AS 04.16.030 AS 04.16.040	2/26/10	45 Days suspension of alcohol sales with 35 days suspended. \$2,000 fine. Must have no new violations for 1 year.
Juan Carlos Macias	Agave Restaurant	4854	Furnishing Alcohol to persons under 21	AS 04.16.180(b)	11/19/09	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Nohemi Reyes De Zambrano	La Fiesta Dos	3913	Failure to have proper alcohol server training	AS 04.16.150	7/14/09	30 Days Suspension of License with 15 Days Suspended
Filameno & Ana Bravos	El Chicano	3299	Furnishing Alcohol to persons under 21	AS 04.16.150	5/7/09	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Carlos Carillo	Carlos' Fine Mexican Restaurant	3538	Furnishing Alcohol to persons under 21	AS 04.16.150	5/7/09	45 Days suspension of alcohol sales and \$2,000 fine. Must have no new violations for 1 year.
Deanna Peterson	FOE Aerie #4200	3133	Violating municipal ordinance (smoking)	AS 04.16.150	11/6/08	35 Days suspension of alcohol sales with 30 days suspended. \$1,000 fine.
Mayo	How How, Inc.	3796	Furnishing Alcohol to persons under 21	AS 04.16.150	8/28/08	45 Days suspension of alcohol sales with 30 days suspended. \$2,000 fine.

Minas Charalambous	Froso's	1540	Failure to have proper alcohol server training	AS 04.16.150	8/28/08	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine.
Gary & Franchesca Cogdill	Big Lake Liquor	118	Furnishing Alcohol to persons under 21, and failure to have proper alcohol server training	AS 04.16.150	7/10/08	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
Russell Wimmer, Jr.	Mendeltna Creek Lodge	2579	Furnishing Alcohol to persons under 21	AS 04.16.150	7/10/08	45 Days suspension of license with 38 days suspended. \$500 Fine.
Hye Suk Min	Peking Restaurant	4215	Furnishing Alcohol to persons under 21	AS 04.16.150	7/10/08	30 Days Suspension of License. \$1,500 Fine.
Richard Solis	3 Amigos Restaurant	3811	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
Tuyen & Tran Thuy Dinh	Airport Restaurant & Lounge	3759	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
C. Scott Bald & Carol Lallatin	Marina Restaurant	3021	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
Konstantinos Kanaras	Appollo Restaurant	3230	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of license with 4 days suspended.
Dana Ma	Fu Do	4109	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 38 days suspended.
Barbara Abbott	Tundra Lodge and R/V Park	1176	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 35 days suspended. \$1,000 Fine.
Dennis Selman	Club Paris	258	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 38 days suspended. \$1,000 Fine.



Si Cha Sin	Nikko Garden	2069	Furnishing Alcohol to persons under 21	AS 04.16.150	7/11/07	30 Days suspension of license with 15 days suspended. \$1,000 fine with \$500 suspended.
Jennifer Lee	New Peking Chinese Restaurant	3239	Furnishing Alcohol to persons under 21	AS 04.16.150	4/18/07	45 Days suspension of license with 38 days suspended. \$500 Fine.
James S. Yang	Mr. D's	2457	Failure to have proper alcohol server training	AS 04.16.150	4/18/07	7 Days suspension of license and \$500 fine.
Tami Kilbourn	Sunset Strip	1098	Furnishing Alcohol to persons under 21	AS 04.16.150	4/18/07	7 Days suspension of license (all 7 days suspended) and \$500 fine.
Carlos Carillo	Carlos' Fine Mexican Restaurant	3538	Furnishing Alcohol to persons under 21	AS 04.16.150	2/21/07	5 Days suspension of license. License suspension for alcohol sales only.
Benito Herrera	Jamico's Pizzeria	3889	Failure to have proper alcohol server training	AS 04.16.150	2/21/07	45 Days suspension of license with 38 days suspended. \$500 Fine.
Thomas Kirkman, Administrator	Craig Moose Lodge #1206	746	Furnishing Alcohol to persons under 21	AS 04.16.150	2/21/07	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
James Bass	Bing Brown's	126	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	1 Hour suspension of license.
John Riblett	Pizza Man	1533	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	45 Days suspension of license with 38 days suspended. License suspension for alcohol sales only.

Sandra Ramos	Jalapeno's Mexican Restaurant	3766	Furnishing Alcohol to persons under 21	AS 04.16.150	11/29/06	45 Days suspension of license with 38 days suspended. License suspension for alcohol sales only. \$500 Fine.
Dennis Shaw	Salcha River Lodge	3487	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	5 Days Suspension
Alfred Sousa	Talkeetna Motel	1287	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	5 Days Suspension
Byron Yang	Golden Pond	2845	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$1,000 fine with \$500 suspended.
Itsuro Tamaki	Kumagoro Restaurant	2276	Failure to have proper alcohol server training	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$1,000 fine.
Mary Lou Redmond	Diamond Jim's Package Store	2926	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$500 fine.
Ying Po Liu	Golden Shanghai	3467	Failure to have proper alcohol server training	AS 04.16.150	8/9/06	15 Days Suspension and \$1,000 Fine.
Charlampos Alefantinos	Bella Vista	107	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension and \$1,000 fine.
Robert Clutts	Anchor River Inn	1309	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	4 Days Suspension beginning 10/16/06.
Carlos Gomez	Pancho's Villa Restaurant	74	Furnishing Alcohol to persons under 21	AS 04.16.150	6/15/06	7 Days Suspension beginning 6/30/06 and \$500 fine.
Emmanuel Xeninkakis	Nero's Pizza	3369	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension beginning 8/29/06 and \$500 fine.
Jose Nanez	Chepo's Fiesta		Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension and \$500 Fine.

Lewis T. Johnson	Galena Liquor Store	433	Licensee responsible for violations	AS 04.16.150	4/20/06	45 Days Suspension of License with 38 Days Suspended. \$500 fine
Patricia Estrada	Mangia! Mangia!	4281	Furnishing Alcohol to persons under 21	AS 04.16.150	4/20/06	45 Days Suspension of License with 38 Days Suspended.
Marlene Marshall	Yukon Inn	1804	Licensee responsible for violations	AS 04.16.150	4/20/06	45 Days Suspension and \$1,000 fine.
Arturo Esparza	Las Margaritas	3363	Furnishing Alcohol to persons under 21	AS 04.16.051	2/9/06	30 Days Suspension of License with 15 Days Suspended
John Kartesz	Sheep Creek Lodge	1033	Furnishing Alcohol to persons under 21	AS 04.16.051	2/9/06	Licensee said he had sold business, but not transferred license. Board suspended licenses for package store (1032) & beverage dispensary (1033).



**Tab**

**11**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,  
and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

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

**MEMORANDUM**

TO: ABC Chair Klein, and members of the Board

DATE: September 29, 2014

THRU: Cynthia Franklin, Director *CF*

FROM: Robert Beasley, Enforcement Supervisor *RB*

RE: Hong & Lee's, Inc. Samovar Inn  
License No. 598

On January 4, 2014, Investigator Hamilton discovered through his investigation that Hong & Lee's, Inc., doing business as the Samovar Inn had entered into what the licensee described as a management agreement with Sharon Cho to operate the bar; however, Hong & Lee's, Inc. leased the kitchen and restaurant to Sharon Cho, thereby relinquishing right, title and interest in the restaurant.

Samovar Inn, located at 720 Gambell Street in Anchorage is a hotel, and operates with a Beverage Dispensary-Tourism license, number 598. None of the hotel rooms have kitchenettes. Investigator Hamilton's investigation revealed this type of conduct has been occurring since about 2003, with a variety of "tenants" throughout the years.

In the most recent lease agreement dated November 4, 2009 for the restaurant and kitchen, the lease amount is indicated as being \$6,000.00 per month; however, beginning in 2012 it is stipulated there is a 3% increase for each additional year of the lease. Among many details in the lease, section 18 reads as follows:

18. Liquor License Liability Insurance: Owner shall obtain Liquor License Liability insurance for and applicable to the Premises in its own name. On or before July 1, each year, Tenant shall pay or reimburse owner the actual cost of the Liquor License Liability Insurance for each year. Owner will renew the Liquor License Liability Insurance every year during the term of the Lease, including any renewal term. Owner shall pay for the actual cost of the Liquor License Liability Insurance during each year. Tenant shall reimburse Owner for the actual cost of the Liquor License Liability Insurance within fifteen (15) days of the date the insurance premium is



paid by the owner. Tenant shall be responsible and pay for the annual Liquor License renewal fee and any other costs to renew or maintain the liquor license for the Premises.

Investigator Hamilton filed criminal charges against the corporation, Hong & Lee's, Inc. for violation of AS 04.16.150, Licensee Responsible for Violations. During court proceedings on or about July 31, 2014 in Anchorage District Court, Case Number 3AN-14-01730, Hong & Lee's, Inc., through a plea agreement, entered a plea of guilty to the charge.

As a result, the court entered judgment of conviction in the amount of a \$2,500.00 fine, and a \$50.00 police training surcharge.





# Alcoholic Beverage Control Board

## Incident Report

**Incident: AB14000162**

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**Incident Type:** Liquor Law Violations [90G]  
**Incident time:** 01/14/2014 08:10 - 02/06/2014 08:12  
**Reported time:** 01/14/2014 08:10  
**Incident location:** 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)  
**Incident status:** Closed by investigation  
**Summary:** It was learned by the ABC Board that since 4 Nov 2009, licensee Hong & Lees Inc. have leased the property where the beverage dispensary tourism license is according to the ABC file. They are still operating the liquor license. On 2-1-14, a check of the establishment revealed that two persons checking ID's at the entrance to the establishment failed to have server education, a violation of Anchorage Municipal ordinance 10.50.015(s). A check of Facebook advertising revealed you are offering free alcoholic beverages New Years Eve, 12-31-13. Advertising also revealed there is the appearance of drink specials every Saturday. This is a violation of title IV.

### Incident Activities/Offenses

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- ABC - Issue Notice Of Violation (Licensee Response Required)
- Alcohol - AS04.16.015(a)(1) - Licensee Offer Free Alcohol
- Alcohol - AS04.16.150 - Licensee Responsible for Alcohol Violations
- AS04.21.030(1) - Alcohol - Licensee to ensure business is lawful including ensuring compliance by staff with AS04 and regs, acting with reasonable diligence that staff are advised of AS04 and regs, by written acknowledgement or otherwise

### Involved Persons/Organizations

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**YUN, HYON NANG**

---

**Classification:** Witness

**SID:** AK6618053

**DL:** 6618053 AK

**Gender:** Female

**DOB:** 02/26/1962

**Height:** 5'4"

**Weight:** 145lb

**Build:**

**Race:** Asian

**Hair Color:** Black

**Eye Color:** Black

**Address:** 3298 MORGAN LOOP, Anchorage, Municipality of Anchorage AK USA 99516 (Beat/zone: UEBA, ANCHORAGE)

**E-mail:**

**Telephone:** (Landline) (907) 522-9990

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**SIMMONS, NAPOLEON JUNIOR**

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**Classification:** Other (see remarks)

**SID:** AK6529066

**DL:** 6529066 AK

**Gender:** Male

**DOB:** 10/19/1967

**Height:** 6'4"

**Weight:** 280lb

**Build:**

**Race:** Black

**Hair Color:** Black

**Eye Color:** Brown

**Address:** 16510 CENTERFIELD DRIVE, EAGLE RIVER, Municipality of Anchorage AK USA 99577 (Beat/zone: UEBC)

**E-mail:**

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**ALONE, TABITHA KALEIOKALANI**

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**Classification:** Complainant

**SID:** AK7710852

**DL:** 7425245 AK

**Gender:** Female

**DOB:** 04/15/1985

**Height:** 5'11"

**Weight:** 240lb

**Build:**

**Race:** Unknown

**Hair Color:** Brown

**Eye Color:** Hazel

**Address:** None

**E-mail:**

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**RODRIGUEZ, REYMI ENRIQUE**

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**Classification:** Witness

**SID:** AK6886429

**DL:** 6886429 AK

**Gender:** Male

**DOB:** 06/30/1980

**Height:** 5'9"

**Weight:** 225lb

**Build:**

**Race:** White

**Hair Color:** Black

**Eye Color:** Brown

**Address:** None

**E-mail:**

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**HONG & LEES, INCORPORATED**

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**Classification:** Arrested; Charged; Owner; Suspect

**ID:**

**Type:**

**Address:** 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)

**E-mail:** No known E-mail

**Telephone:**

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## CHO, SHARON RAN

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**Classification:** Interview; Owner; Victim

**SID:** AK7503937

**DL:** 7338816 AK

**Gender:** Female

**DOB:** 10/20/1964

**Height:** 5'6"

**Weight:** 120lb

**Build:**

**Race:**

**Hair Color:** Black

**Eye Color:** Brown

**Address:** 2133 KIMBERLY LYN CIRCLE, ANCHORAGE, Municipality of Anchorage AK USA 99515 (Beat/zone: UEBA)

**E-mail:**

**Telephone:** (Cellular phone) (907) 301-6710

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## FUSIONS

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**Classification:** Owner

**ID:**

**Type:** Bar

**Address:** 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)

**E-mail:** No known E-mail

**Telephone:**

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## ALEXANDER, ROBERT B

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**Classification:** Interview; Victim; Witness

**SID:** AK6677424

**DL:** 6677424 AK

**Gender:** Male

**DOB:** 02/22/1967

**Height:** 6'2"

**Weight:** 255lb

**Build:**

**Race:** Black

**Hair Color:** Black

**Eye Color:** Black

**Address:** 2234 STOCKDALE CIRCLE, ANCHORAGE, Municipality of Anchorage AK USA 99515 (Beat/zone: UEBA)

**E-mail:**

**Telephone:** (Cellular phone) (907) 229-2053

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## Involved Addresses

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- 720 GAMBELL STREET / Incident location / ANCHORAGE, Alaska, USA 99501 (Beat/zone: UEBA, ANCHORAGE)



## Involved Officers

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- Reporting unit / #ABCHABC ENFORCEMENT STATEWIDE / Reporting unit
- Reporting officer / #FRH0HAMILTON, FRANCIS J / Reporting officer

## Reports

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### Arrest report

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**Subject:** HONG & LEES, INCORPORATED / Arrested; Charged; Owner; Suspect / 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)

**Author:** #FRH0 HAMILTON, F. **Report time:** 02/11/2014 10:11

**Charges:** (2) AS04.16.150 Licensee Responsible for Alcohol Violations ()

### General report

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**Author:** #FRH0 HAMILTON, F. **Report time:** 02/11/2014 13:43

#### Narrative:

##### BACKGROUND:

On 1-9-14, at about 1320 hours, I received a forwarded e-mail from my supervisor Robert Beasley asking me to look into pricing a marketing issues with Fusions. The e-mail containing the compliant was from Tabitha Alone. The first attachment to the e-mail was an ad for Activo Fridays. It advertised drink specials all night. The second attachment was for Hoy Se Bebe! Saturdays. This advertised free Moet, \$5 Skyy Vodka, \$20.. Beer Buckets (5 Heinekens or Coronas). Alone told me to check Remy Rodriguez's and Djpapalote JQ's Facebook pages for advertisement.

A check of Reymi Rodriguez's Facebook Timeline showed both posters. I later learned Reymi is a DJ. Djpapalote JQ is also a DJ at Fusions. Also under Djpapalote JQ timeline is the New Year's Bash 2014 being advertised. This ad offers a free champagne toast at midnight.

A check of the Alcoholic Beverage Control Board (ABC Board) records revealed that Fusions is owned by Hong & Lees Inc. They have been issued alcoholic beverage license 598 to be located at 720 Gambell Street. The type of license is for a beverage dispensary- tourism. Being a tourism license, the establishment has to have rooms for the traveling public and some of those rooms have to have kitchenettes in them. If the rooms don't have kitchenettes, then there has to be a kitchen for the traveling public. Without the rooms with kitchenettes or a kitchen, the license would not be able to be issued.

A check of the Department of Community, Commerce and Economic Development (DCCED) records revealed Hong & Lees Inc. is in good standing and is comprised of Han Young Cho, 60% and Ki Sang Cho, 40%. A check of ABC records from the 2013/2014 Liquor License Renewal form dated in November of 2012, indicates the Hong & Lees Inc. is comprised of Han Young Cho, 60%, Ki Sang Cho, 20% and Kyu Cha Co, 20%.

A check of DCCED records also revealed that Fusions Bar & Grill was solely owned by Robert Alexander, Alaska Business License #994667.

On 1-14-14, I was able to locate Reymi Rodriguez.

INTERVIEW #1, R. RODRIQUEZ:

Conducted via telephone. I learned from Reymi that Fusions was owned by Robert Alexander and he has owned since the end of August beginning of September, 2013. Reymi also provided me with number to contact Alexander. Reymi also advised me that he does some of the advertising for Fusions. Reymi stated they had given away champagne on New Year's Eve.

On 1-15-14, I was able to locate Robert Alexander.

INTERVIEW #2, R. ALEXANDER:

Conducted via telephone. Alexander advised me that the DJ's do their own marketing. He was aware that they were advertising the beer buckets. Alexander, as far as he knows, they do not sell five dollar vodka drinks. Alexander said he owned the restaurant from just past summer (2013). He stated he owns the restaurant, has leased the entire space and manages the bar. He pays about \$4500.00 dollars a month to lease the space.

INFORMATION:

On 1-18-14, Alexander faxed me a copy of the lease agreement. Basically it states the agreement is between licensee Hong & Lees Inc. (Han Young Cho and Ki Sang Cho) and Sharon Cho, a relative. Hong & Lees Inc. desires to lease the restaurant Sharon Cho desires to lease. The leased area consists of approximately 2,500 square feet located in the Samovar Inn building, 720 Gambell Street. It includes all of the area that is presently being used for the hotel restaurant. The monthly rent shall be paid at the first of the month without notice or demand. Hong & Lees Inc. will pay Sharon Cho \$1,000.00 to manage the cocktail lounge for them. It should be noted that the management fee is to be paid to Sharon Cho if only both restaurant and lounge are both open for business and customers and in full operation.

On 2-1-14, at about 2110 hours, I entered Fusions. Only one person, not identified, was present. I asked him if I could get some food and he advised me that the kitchen was closed and the cook didn't even show up. I asked when things would pick up and he advised me at about 2300 hours.

At about 2315 hours, I came back to the establishment. A compliance check was done using an underage buyer. The establishment passed the check. I entered the establishment and was greeted by 3 week security person Napoleon J. Simmons and security person Jamal Baskerville, Delaware license 9442015, DOB: 2-11-69, (907) 980-0064. As I approached the door, I was asked for ID and showed them my credentials. When I asked them to provide proof of server education, they replied they didn't have server education. Contact was also made with Sharon Cho who did provided me with proof of current server education. I advised Cho of the municipal ordinance required server education prior to employment. The security persons were told to stop check ID's until they obtained education. After talking more with the owner of North Star Security, I departed.

INFORMATION:

On 2-6-14, Robert Alexander and Sharon Cho arrived at the offices of the ABC Board.

Alexander claimed to be a sub-lessor from Sharon Cho and that the only space he was leasing, was the kitchen.

I learned from Sharon Cho that all the previous establishments at that location, S-Lounge, Stormy Bar and Grill were her failed business ventures over the past four years.

On 2-7-14, a copy of a "management agreement" was given to the licensing staff. It basically states that Hong and Lee Inc. is hiring Sharon Cho and Robert Alexander to manage the bar and restaurant and that their salaries shall be discussed later.

On 2-10-14, I went to the Samovar Inn Travel Lodge and made contact with Han Young Cho. During our conversation, Han telephoned Ki Sang Cho and placed him on speaker.

INTERVIEW:



Conducted in a non-custodial manner. There were some language barriers. As I understood what Han told me, was that if they were doing something wrong, tell them, and they would fix it. Han stated they leased the restaurant only.

Ki Sang Cho stated they had leased the restaurant to Sharon Cho. They did not lease the license.

Although Han has for years signed notarized documents that he understands title IV, they claimed ignorance to what a tourism license is.

#### OFFICER ACTION:

I issued a summons to Han as president of Hong & Lees Inc. for licensee responsible for violations. A mandatory court date of 3-11-14, 0830 hours, Anchorage District Court was assigned.

Upon returning to the ABC offices, I read further into the lease agreement.

Section 18 of the lease refers to Hong & Lees Inc. being responsible for obtaining liquor license liability insurance for the premises in its own name. Sharon Cho then is responsible to pay back Hong & Lees Inc. for the policy. Sharon Cho is also responsible, according to the lease, to pay for the liquor license renewal fee and any other costs to renew or maintain the liquor license for the premises.

In looking at the master file for Fusions, although it is the business venture Sharon Cho and Alexander, Hong & Lees Inc. have been doing the name change paperwork.

On 2-13-14, I contacted Hyun Nang Yun, formerly Morrissette, and asked her to translate what Ki Sang had told his father over the phone at about 19 minutes, 30 seconds, into my contact. Basically he advised his father, Han Young Cho to not provide me with any documents and that he would be talking to his attorney.

After the translation, Hyun advised me that when the establishment was Rock & Roll Sushi, she leased the building and owned the restaurant with her husband, Sokin Yun. Hyun provided me with the lease agreement which is basically the same as Sharon Cho's; the square footage was 5000 instead of 2000. It appears she leased the space from 7-4-03 to about 10-16-2004. The lease was signed by Sokin Yun. It also in #17, that Rock & Roll Sushi was to re-imburse Hong & Lees Inc. for liquor liability insurance and that Rock & Roll Sushi was to pay for liquor license renewal and associated fees.

#### CASE STATUS:

Closed. Referred to the DAO for prosecution.





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

Date: 2-7-14  
Number AB14-0162  
Page 1 of 1 Page

## Notice of Violation

(3AAC 304.525)

Licensee	License Number	Type of License
Hong & Lees Inc.	598	Beverage Dispensary - Tourism
D.B.A.	How Delivered	Law Enforcement Agency
Fusions	[ X ] Certified Mail # On-File [ ] In Person	Anchorage Police Department
Street or P.O. Box	City, State	Zip
720 Gambell Street	Anchorage, AK	99501

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

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

**VIOLATION:** On 1-4-14, it was revealed that Hong & Lees Inc. has leased the licensed premises to Sharon Cho, thereby relinquishing right or title, or interest in, land and buildings at the location of the business to be licensed. The licensed premises has been leased from November 4, 2009 to February 5, 2014. On February 1, 2014, a check of the establishment revealed two security persons who did not have server education, a violation of Anchorage municipal ordinance 10.50.015(s). A check of advertising your establishment on Facebook revealed you giving away drinks on New Year's Eve and advertisement which leads one to believe you have drink specials on Fridays and Saturdays. This is a violation of Title IV.

Your attention is directed to AS 04.16.150: Licensee Responsible for violations, AS 04.21.030: Responsibility of licensees, agents, and employees, AS 04.11.400: Populations limitations, 3AAC304.105: Application generally, 3AAC304.325: Licensee issued to encourage tourism; AS 04.16.015: Pricing and marketing

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

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

### A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt: <i>IN PERSON</i>	Violation Observed By: FRH0
Filed By: <i>JR Hamilton</i>	Title: Investigator III

## IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT ANCHORAGE

State of Alaska

Plaintiff,

vs.

Hong &amp; Lee's Inc.

Defendant.

CASE NO: 3AN-14-01730CR**JUDGMENT**

DOB: \_\_\_\_\_ APSIN: 7943730  
 DL/ID (☐ CDL): \_\_\_\_\_ ST: \_\_\_\_\_  
 Address: 720 Gambell St Anchorage, AK 99501  
 PLEA: ☒ Guilty ☐ No contest  
 PLEA AGREEMENT: ☒ Yes ☐ No ☐ Partial

ATN: 114146919 CTN: 001  
 Offense Date: 11/04/2009  
 TRIAL: ☐ Court ☐ Jury  
 DV Offense per AS 18.66.990(3)&(5): No  
☐ SOREG required by AS 12.63.010

**DEFENDANT IS JUDGED:**☒ GUILTY OF: (☐ Amended Charge)AS04.16.150: Licensee Resposns For Alcohol Violations☐ CTN Charges Dismissed: \_\_\_\_\_ ☐ No PTRP's to be filed per R11 Agreement.☐ NOT GUILTY. It is ordered that the defendant is acquitted and discharged.**SENTENCE IMPOSED:**

1. ☐ **SUSPENDED IMPOSITION OF SENTENCE.** Imposition of sentence is suspended and the defendant is placed on probation subject to the orders and conditions below.
2. ☐ **JAIL.** \_\_\_\_\_ days with \_\_\_\_\_ days suspended. Report at 7:45 a.m. on \_\_\_\_\_ to the Cordova Center at 130 Cordova St., Anchorage, or a bench warrant may be issued for your arrest.
3. ☒ **FINE.** \$ 2500 with \$ NONE suspended. The fine is due on JULY 31, 2015
4. ☐ **TREATMENT.** Follow recommendations of the Anchorage Alcohol Safety Action Program (AASAP), including residential treatment up to \_\_\_\_\_ days plus required aftercare. Pay costs.
5. ☐ **COMMUNITY WORK SERVICE (CWS).** Complete \_\_\_\_\_ hours CWS by \_\_\_\_\_. Pay fee.  
☐ CWS not completed will convert to ☐ jail ☐ fine pursuant to law.
6. ☐ Fees paid to court-ordered programs will be deducted from the fine if the defendant presents proof of payment to the court clerk by the fine due date.
7. ☐ **RESTITUTION.** Pay restitution to \_\_\_\_\_  
☐ as stated in the Restitution Judgment ☐ in an amount to be determined per Crim. Rule 32.6(c)(2).
8. **SURCHARGES AND COSTS.**
  - a. ☒ **Police training surcharge.** ☒ \$50 (misdemeanor) ☐ \$10 (infraction) Due within 10 days.
  - b. ☐ **Initial jail surcharge.** \$50 per case due within 10 days.
  - c. ☐ **Suspended jail surcharge.** \$100 per case with \$100 suspended. (State cases only.)
  - d. ☐ **Cost of court-appointed counsel.** ☐ \$200 (plea change) ☐ \$500 (trial) ☐ \$ \_\_\_\_\_  
 Interest accrues on the judgment at the rate specified in AS 09.30.070(a) from the date of judgment until paid. Apply for the PFD every year eligible until this cost is paid in full.
9. Sentence is ☐ consecutive to ☐ concurrent with other counts and cases. Probation periods are concurrent.
10. Read and follow the *After Sentencing Instructions* form provided to you in court today.

**PROBATION CONDITIONS IMPOSED:**Defendant is placed on probation for \_\_\_\_\_ ☐ years ☐ months, subject to the following conditions:

11. ☒ Complete this sentence by the deadlines ordered.
12. ☒ Commit no jailable offenses during the probation period.



13. ☐ Do not possess or consume alcohol or illegal drugs during the probationary period. If you are ordered not to consume alcohol, you are also restricted from buying alcohol, and any state ID issued to you under AS 18.65.310 must list this restriction during the probationary period. [AS 04.16.160]
14. ☐ Complete an assessment and follow recommendations of a state-approved batterer's intervention program. Pay costs. Give proof of completion to the prosecutor by \_\_\_\_\_
15. ☐ Complete \_\_\_\_\_ weeks anger management program (name): \_\_\_\_\_  
Pay costs. Give proof of completion to the prosecutor by \_\_\_\_\_
16. ☐ Do not have any contact, direct or indirect, with \_\_\_\_\_ unless that person gave written consent to the prosecutor.
17. ☐ Follow Office of Children's Services case plan.
18. ☐ Forfeit items seized.
19. ☐ Obey all trespass orders from \_\_\_\_\_
20. ☐ \_\_\_\_\_

**PROGRAM INFORMATION:**

21. If ordered to complete one or more of the programs below, you must report by the time shown below and complete all program requirements as follows:
- AASAP MISDEMEANOR SERVICES.** Go to the basement of the Boney Courthouse NOW, 303 K Street, Anchorage. If you are sentenced on a weekend, holiday or after 4:30 p.m. on a weekday, call 264-0735 on the first working day after sentencing. If you are in custody, call the first working day after release.
  - COMMUNITY WORK SERVICE (CWS).** Go to 535 East 9th Avenue, Anchorage (inside the cemetery) NOW if between 9:00 a.m. and 4:00 p.m. Monday through Friday. Phone: 343-4057. If you are sentenced on a weekend, holiday, or after 4:00 p.m. on a weekday, go the first working day after sentencing. If you are in custody, report the first working day after your release from jail.
  - DOMESTIC VIOLENCE INTERVENTION PROGRAM.** Report ON FRIDAY MORNING to the Jury Assembly Room on the 2nd floor of the Nesbett Courthouse, 825 W. 4th Ave., Anchorage. Males: 10:00 a.m. Females: 9:00 a.m. (except for state holidays) following sentencing or your release from jail.
  - ANGER MANAGEMENT PROGRAM.** Report NOW to the program specified in number 15 above and complete all program requirements.

**IF YOU FAIL TO REPORT TO THE PROGRAMS ON TIME OR COMPLETE PROGRAM REQUIREMENTS, A WARRANT MAY BE ISSUED FOR YOUR ARREST AND THE SUSPENDED PART OF YOUR JAIL SENTENCE AND/OR FINE MAY BE IMPOSED.**

Judicial Officer Signature

Effective Date

Print or Type Name

I certify that I gave a copy of this Judgment to:

☒ Defendant / Attorney (with CR-483 and CR-740)

☐ Prosecutor

By: SI on: 7/31/14

☐ CWS ☒ DPS ☐ Jail ☐ AASAP ☒ DA

☐ DMV, mail to 1300 W. Benson Blvd., Anch., AK 99503

☐ with surrendered license # \_\_\_\_\_

By: SI on: 8.1.14



IN THE DISTRICT COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA,	)
	)
Plaintiff,	)
	)
v.	)
	)
HONG & LEE'S, INC.,	)
	)
Defendant.	)
	)

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No. 3AN-S14-01730 CR

TRANSCRIPT OF PROCEEDINGS

July 31, 2014 - Pages 2 through 10

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COP HEARING

BEFORE THE HONORABLE DOUGLAS H. KOSSLER  
District Court Judge

Anchorage, Alaska  
July 31, 2014  
2:28 o'clock p.m.

APPEARANCES:

FOR THE PLAINTIFF:

MELISSA N. WOHLFEIL  
Assistant District Attorney  
District Attorney's Office  
310 K Street, Suite 520  
Anchorage, Alaska 99501

FOR THE DEFENDANT:

W. SHERMAN ERNOUF  
LAW FIRM OF ERNOUF & COFFEY, PC  
3606 Rhone Circle, Suite 110  
Anchorage, Alaska 99508

P R O C E E D I N G S

38

02:28:20

MR. ERNOUF: Good afternoon, Your Honor. Sherman Ernouf, Ernouf and Coffey, for Hong and Lee's, Inc.

THE COURT: Okay. And just a moment, let me.....

MR. ERNOUF: Oh.

THE COURT: And this is case number 14-1730 and.....

MR. ERNOUF: We've reached a resolution of this case, Your Honor, and I have a corporate officer here who's competent and qualified to accept the plea on behalf of the corporation.

THE COURT: Okay. And what is the agreement?

MR. ERNOUF: It's pretty simple, Your Honor. This -- my client, Hong and Lee's, Inc., will plead guilty to licensee responsible for violations which is Alaska Statute 04.16.150.

THE COURT: Okay.

MR. ERNOUF: The complete and total sentence is a fine of \$2,500 plus the \$50 mandatory police surcharge. We would like to pay that within a year, if possible, Your Honor. That was the only conditions.

THE COURT: Okay. \$2,500 with none suspended and there's no opposition to the due date on the fine, Ms. Wohlfeil?

MS. WOHLFEIL: No, that's fine.

THE COURT: Okay. So that will be due by July 31<sup>st</sup> of 2015. The surcharge, of course, is due within 10 days. I



1 have no control over that.

2 MR. ERNOUF: Yes, sir.

3 THE COURT: Okay. I've never -- or I have yet to conduct  
4 a sentencing or a change of plea of a corporation so I assume  
5 though I'd go through the inquiry with -- and his.....

6 MR. ERNOUF: It's Ksong Cho. He's an officer of Hong and  
7 Lee.

8 THE COURT: Mr. Cho? Okay. So I ask him if he -- Mr.  
9 Cho, on behalf of the corporation, Hong and Lee's, Inc., were  
10 you present when I spoke to the previous gentleman about the  
11 rights that a person has, for example, the right to a trial?  
12 Did you hear all that?

13 MR. CHO: Yes.

14 THE COURT: Okay. And that would apply equally in this  
15 case, all those rights to a trial, except the corporation  
16 would be the defendant on trial. Do you understand that if  
17 you go through with this, you're giving up all those rights to  
18 a trial and, specifically, you're giving up those rights to --  
19 the right to confront the state's witnesses and have the state  
20 prove its case beyond a reasonable doubt?

21 MR. CHO: Yes, Your Honor.

22 THE COURT: Okay. And do you want a trial in this matter  
23 on behalf of the corporation?

24 MR. CHO: No.

25 THE COURT: Okay. And do you also understand if you go

1       forth with this agreement on behalf of the corporation, you're  
2       giving up the right to appeal which is a right to review and  
3       you're giving up that right to review on behalf of the  
4       corporation with respect to both the conviction in this case  
5       and the sentence. Do you understand that?

6               MR. CHO: Yes, sir.

7               THE COURT: Okay. And.....

8               MR. ERNOUF: I don't know if he'll be deported or not.....

9               THE COURT: Yeah, and I was.....

10              MR. ERNOUF: .....Your Honor.

11              THE COURT: I assume that this is a corporation that is in  
12      the -- considered a.....

13              MR. ERNOUF: It's duly or.....

14              THE COURT: .....United States -- okay. Then I'm not even  
15      going to go through that.

16              MR. ERNOUF: Yes, it's duly organized and generated, Your  
17      Honor.

18              THE COURT: Okay. Well, other than the plea offer that's  
19      been extended here, has anyone promised or threatened you on  
20      behalf of the corporation or threatened the corporation in any  
21      way to get them entered into this agreement?

22              MR. CHO: I mean, no.

23              THE COURT: No? Okay. There's been no threats or other  
24      promises?

25              MR. ERNOUF: No threats.

1 THE COURT: Is that what you were saying, no threats or  
2 other promises?

3 MR. CHO: No.

4 THE COURT: Okay. I see you nodding your head. Okay.  
5 And also you're -- even though you're here on behalf of the  
6 corporation, you're not under the influence of any medication,  
7 drugs or alcohol?

8 MR. CHO: No.

9 THE COURT: Okay. And you, as -- on behalf of the  
10 corporation, you've had enough time to talk this over with  
11 your attorney and think about this before entering into this?

12 MR. CHO: Yes.

13 THE COURT: Okay. Then to the charge of licensee  
14 responsible for alcohol violations, Mr. Cho, on behalf of the  
15 corporation, how do you plea?

16 MR. CHO: Guilty.

17 THE COURT: Okay. I will find that Mr. Cho's plea on  
18 behalf of the corporation is knowing and voluntary after a  
19 knowing and voluntary waiver of the right to a trial and the  
20 right to an appeal on -- both on behalf of the corporation.  
21 Ms. Wohlfeil, any sentencing comments?

22 MS. WOHLFEIL: Nothing to add, Your Honor, unless you're  
23 disinclined to accept it.

24 THE COURT: Okay. And, Mr. Ernouf, do.....

25 MR. ERNOUF: Yes, Ernouf. Just a couple comments on



1       behalf of Hong and Lee's. The reason that we accepted this  
2       plea, it's a very unusual charge. We've battled out this new  
3       interpretation of 04.16.150 with another -- in another case  
4       and the judge didn't see it our way. Our only chance was to  
5       appeal it. This is a very unique charge. I've been doing  
6       this kind of work for about 20 years but I want to put on the  
7       record -- because we're pleading guilty to licensee  
8       responsible. There were two components. One was a management  
9       agreement. The ABC Board contends we did not have a  
10      management agreement in place. In fact, there was a  
11      management agreement. It was about three sentences long but  
12      we contend that it was a management agreement and there was a  
13      second component of the charge which was that we had a DJ  
14      employee who advertised free drinks on Facebook. That may, in  
15      fact, have occurred but there were no free drinks that were  
16      ever served to anyone so it was a false advertisement and we  
17      captured that.

18             The reason I want to put this on the record is because we  
19      intend to approach the ABC Board and the attorneys at the ABC  
20      Board about how these things are going to be meted out in the  
21      future because, absent a trial on this particular issue which  
22      from a cost benefit perspective, it just doesn't make any  
23      sense to do a trial. So we've accepted this plea sort of  
24      begrudgingly but we're going to take this up with the ABC  
25      Board and they often look at these transcripts so I'd like to

1 have this in the record, Your Honor.

2 THE COURT: Okay.

3 MR. ERNOUF: Those are my only comments. Thank you.

4 THE COURT: Okay. And, Mr. Cho, do you have any comments  
5 for the court on behalf of the corporation?

6 MR. CHO: No, I think my lawyer pretty much told  
7 everything I was intending to say.

8 THE COURT: Okay. Well, I will accept the agreement as  
9 stated. I understand you were making your record and  
10 everything.

11 MR. ERNOUF: I'm just -- Your Honor, we'll be talking  
12 about this in the future.

13 THE COURT: On the other hand, I guess the one thing that  
14 sort of strikes me about this is that there's a special  
15 responsibility that a corporation has, particularly with  
16 selling and providing alcohol and I think that that's why that  
17 -- it's my under -- or at least just not being familiar with  
18 this but I can understand why the legislature thought that  
19 that was -- they needed to have that statute because of the  
20 special responsibilities that go with it because I can tell  
21 you that I see far too many cases that are -- involve the  
22 abuse of alcohol so I think that they -- it's why there's that  
23 special responsibility put on corporations to make sure that  
24 everything's being complied with with respect to that.  
25 So.....

1 MR. ERNOUF: This is their first offense too, Your Honor,  
2 they have.

3 THE COURT: Okay. Well, and that is, of course.....

4 MR. ERNOUF: So -- just for the record.

5 THE COURT: .....as always, in either a person's or a  
6 corporation's favor that they're not a repeat offender so  
7 that's always good to hear. That means that the potential for  
8 rehabilitation and the fact that we will not see Hong and  
9 Lee's back is very high.....

10 MR. ERNOUF: Yes, sir.

11 THE COURT: .....and, hopefully, that from this  
12 experience, things can be learned and so that this -- it  
13 doesn't occur in the future and, Mr. Cho, if you could --  
14 well, it sounds like your attorney's already going to do this  
15 but spread the word with respect other corporations because  
16 that is -- you may be the only person here right now but if  
17 you can educate other corporations about those special  
18 responsibilities, I think it's a good thing.

19 MR. CHO: Thank you for your kind advices.

20 THE COURT: Mm-hmm.

21 MR. CHO: Appreciate it.

22 MR. ERNOUF: Thank you, Your Honor.

23 THE COURT: Okay. And that will conclude the hearing  
24 then.

25 MR. ERNOUF: May I be excused?



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THE COURT: Yes.

(Other matters)

02:48:20

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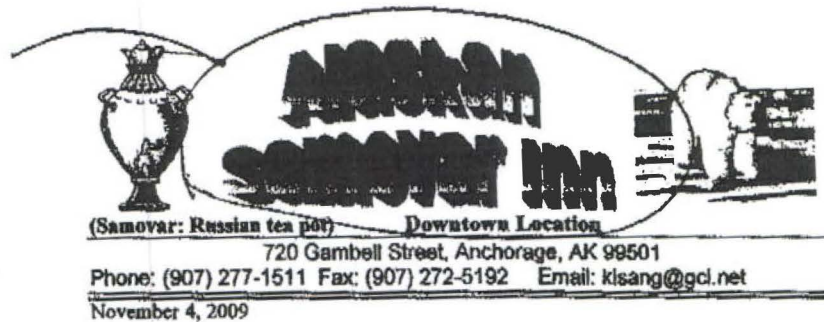
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Linda S. Foley, Transcriber

Copy



### LEASE AGREEMENT

This AGREEMENT is made and entered into as of November 4, 2009 and is between Hong & Lees, Inc., an Alaska corporation that is located at 720 Gambell street in Anchorage, hereinafter referred as "Owner," and Sharon Cho, 6942 Meadow St. #205, Anchorage, AK 99507, hereinafter referred to as "Tenant."

### RECITALS

1. Owner is the owner of the Samovar Inn building and property that is located at 720 Gambell Street in Anchorage, Alaska.

2. Tenant desires to lease the Restaurant from Owner and Owner desires to lease the Restaurant to Tenant

3. Tenant agrees to accept the Lease and all obligations of TENANT under the lease as this 4th day of November 4, 2009. A copy of the lease is attached as Exhibit A. Tenant agrees to be individually and jointly (if only there will be two or more tenants) liable for all payment obligations and other obligations under the Lease. Tenant represents and acknowledges that he or she is familiar with the terms of the Lease and he or she is freely and voluntarily accepting all obligations of the Tenant under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, Owner and Tenant do hereby covenant, promise and agree with each others as follows:

Exhibit A  
Page 1 of 17

*[Handwritten signature]*



### Lease

This LEASE is entered into this 4th day of November 4, 2009 by Hong & Lees, Inc., an Alaska corporation, referred to as "Owner," and Sharon Cho, 6942 Meadow St. #205, AK 99507, hereinafter referred to as "Tenant."

For and in consideration of the rents reserved hereunder and the terms and conditions set forth herein, owner hereby rents, demises and leases to Tenant, and Tenant takes and leases from Owner, the following described Premises all upon the following terms and conditions:

1. Premises: The premises and area covered by this Lease is a portion of the Samovar Inn building that is located at 720 Gambell Street in Anchorage, Alaska. The leased area and premises consists of approximately 2500.00 square feet located in the Samovar Inn building. The leased premises include all of the area that is presently being used for the hotel restaurant. Throughout this Lease the leased area shall be referred to as "the Premises."

2. Term of Lease: The initial term of the Lease shall be for a period of five (5) years commencing on the 4th day of November 4, 2009. The last day of the initial lease term is December 31, 2014.

3. Rent: Tenant covenants and agrees to pay Owner the following rent during the initial term of this Lease:

3.1. The monthly rent:

- a. Five Thousand dollars (\$5,000) per month in 2009
- b. Five Thousand Five hundred dollars (\$5,500) per month in 2010
- c. Six Thousand dollars (\$6,000) per month in 2011
- d. Three percent (3%) increase each year in 2012, 2013

The monthly rent shall be paid in advance on the first day of the month without notice or demand. Rent for the first month shall be pro-rated. From the Fourth year, the rent will increase in the rate of 3% (Three per cent) each year. In addition, Tenant shall pay all the utilities and maintenance relating to the Restaurant.

3.2 Late Charge: If any installment of the monthly rent or other charges due from Tenant shall not be received by owner within five days after said amount is due, Tenant shall pay to Owner as additional rent a late charge equal to Ten percent (10%) of the delinquent payment for each month after the date it was due, but in no event more than the legal maximum on such past due amounts, plus any attorney fees incurred by owner by reason of the failure of Tenant to pay rent and/or other charges when due.

4. Lounge Management Fee: Owner agrees to pay Tenant One thousand dollars (\$1,000) each month of the Leased period as Lounge Management fee as Tenant manages the Cocktail Lounge bar for Owner. Note that the Lounge management fee is to be paid to Tenant if only both Restaurant and Lounge are both open for business and customers, and in full operation.

Exhibit A  
Page 2 of 17

5. Option to Renew: Tenant is given a two (2) five year options to extend the term of the Lease. Tenant is to give written notice of her intent to renew the term of the Lease to Owner at least ninety (90) days but no more than one year before the expiration of the initial term. However, if Owner is not fully satisfied with Tenant, or if Tenant is in default on the date of giving the notice to extend the term of the Lease, the notice to extend shall be ineffective.

If the term of the Lease is extended Owner and Tenant shall attempt to agree on the amount of the monthly rent during the extended term. If Owner and Tenant are unable to agree on the monthly rent during the extended term the monthly rent in 2013 will be Six thousand Six hundred dollars (\$6,600) per month. The monthly rent will be increased by Three percent (3%) during each year of extended term beginning in 2014.

Also, Owner agrees that the lease is fully transferable by the Tenant to a new Tenant only in one condition that the new Tenant must be approved by Owner before the lease is transferred. Owner has right to reject any new Tenant candidate if Owner thinks that he or she is not a suitable person for operating the Restaurant.

6. Premises: The Premises shall be used only for the operation of a restaurant and for no other purpose or purposes without the express written consent of Owner, which consent may be withhold for any reason or no reason. No use of the premises that creates noise to a level that disturbs the guests of the hotel is ever permitted.

7. Continuous Operation: Tenant shall operate his or her restaurant within and from the Premises during the entire term of this Lease. Tenant shall continuously and uninterruptedly, during the term and during all customary business hours, occupy and use the Premises for the purposes specified herein to the end that the guests, patrons and invitees of the Sarnovar Inn have a good quality restaurant for their use and enjoyment.

7.1 Business Operation Hours: The operating hour of restaurant will be accordingly:

**Summer Hour (May 16<sup>th</sup> throughout September 15<sup>th</sup>)**

From 11:00 am to 3:00 am Monday to Saturday,

From 5:00 pm to 3:00 am Sunday,

**Winter Hour (September 16<sup>th</sup> throughout May 15<sup>th</sup>)**

From 11:00 am to 3:00 am Monday to Saturday,

From 5:00 pm to 3:00 am Sunday,

In addition, the business has to stay open throughout the operating hours.

Also, the restaurant shall stay open on any holidays.

7.2 Income Statement: Income Statement is to be provided by Tenant to Owner every month with the rent payment.

7.3 Owner's right to access to Restaurant:

A. Tenant shall give Owner Restaurant key so Owner can have access to the restaurant anytime.

B. Owner can freely use any big freezer behind the kitchen. For instance, Owner, or the hotel customers can store their wild game or fish of any amount.

Exhibit A  
Page 3 of 17

other's  
Band  
Party.

✓

*[Handwritten signature]*

7.3.1 Medicaid Billing:

The Medicaid patients billing will be as it is:

Owner sends Medicaid patients to Restaurant and Tenant provides food for them. Tenant then will apply for payment to Owner at the end of each month. Tenant will apply Owner 10% (ten percent) discount from the total amount of the original receipt.

8. Taxes: Tenant shall not have to pay for any of the real property taxes.

Tenant shall pay timely all of Tenant's income, trade and business, employee withholding and personal property taxes including, without limitation, any taxes on any and all furniture, fixtures, equipment and effects located in the Premises.

9. Security Deposit: Owner acknowledges that there is \$20,000 (Twenty thousand dollars) Security Deposit. Security deposit is transferred between the previous Tenant to the Current Tenant.

10. Condition of Premises: Tenant accepts the Premises in its present condition and state of repair. Tenant expressly acknowledges that the Premises are suitable for its Restaurant business which is currently being conducted on the Premises under the terms of an agreement that is being replaced by this Lease.

11. Expenses and Utilities: Tenant shall be responsible for any pay for water and sewer service to the Restaurant. For example, if the Sewer for the Hotel and Restaurant is clogged because of cooking oils used in restaurant, Tenant shall call for immediate repair. If Owner paid for the services, Tenant shall reimburse for the called services. Tenant shall be responsible for and pay for forty percent (40%) of the snow removal costs paid by Owner for the Alaskan Samovar Inn. Tenant shall be responsible for natural gas, electric, telephone, and all other services or utilities used in or about the Restaurant by Tenant or any of its licensees, guests or invitees.

12. Repairs and Maintenance: Throughout the term of this Lease Tenant shall maintain in good repair all applicable heating or ventilation equipment and all interior nonstructural portions of the Premises including, without limitation, all fixtures, all utility lines from the point of entrance into the Premises to the point of actual use. Tenant's repair obligations shall include all doors and windows, all window frames and door frames, all door hardware, door hinges and closure devices, all moldings, trim and the like for and in the Premises. Tenant shall properly and timely clean and maintain all grease traps, cooking equipment, waste/sewer lines used on or by the Premises. Tenant shall replace, at his own expense, all windows and doors for or in the Premises that may become defaced, cracked or broken during the term of this Lease. In addition, it shall be the responsibility of the Tenant during the term of this Lease to pay for the repair, maintenance, adjustment, replacement and inspection costs of all electrical, heating, ventilating and air conditioning and lighting equipment in the Premises, whether or not the same were initially furnished and installed by Tenant.

Exhibit A  
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*[Handwritten signature]*



Tenant shall be responsible for Snowplowing during winter time. Tenant shall properly snowplow around the restaurant area including both entrances to the Restaurant and the Motel, and the parking lot of the restaurant side Tenant shall maintain cleanliness around the restaurant and the affected hotel areas in all times.

Tenant shall keep in good repair all plumbing in the restrooms of the Premises so as to minimize the use of water. With regards to any maintenance or repair work Tenant shall not interfere with the operation of the Samovar Inn or the quiet enjoyment of and access to the Samovar Inn. Any such work shall be appropriately shielded from the view of guests and tenants of the Samovar Inn. Tenant shall not avoid paying rent when inevitable fixings must take place in Restaurant, such as repair orders from fire department no matter whether the restaurant must be closed or not, during the repair period. Same is true that Tenant shall pay rent even natural or humanly disasters take place such as earthquake and fire. Owner shall be responsible for, and shall keep in good repair, the structural portion of the Premises, including the foundation and supporting walls, the structural ceiling and all utility systems up to the point of entrance to the Premises, unless such repairs are necessitated by reason of the negligence of Tenant or any customer, guest or invitee of Tenant, in which event Tenant shall be responsible for all costs of completing such repairs.

In any plumbing problems if concerned or related with the restaurant, whether from grease or anything that comes out of the restaurant kitchen or from anywhere inside the restaurant, for example, overflow of the parking lot right next to the restaurant beside to the Samovar Inn office, Tenant shall be responsible for keep in good repair.

Prior to commencing any maintenance, modification to the Premises or repair work of a non-emergency nature and prior to commencing any refinishing, repainting or remodeling of the Premises, Tenant shall give written notice to owner of the nature of the work to be performed and the identity of the person or entity selected by Tenant to perform such work. In the event of an emergency Tenant shall use his best efforts to provide immediate oral notice thereof to Owner and the identity of the person or entity selected to do the emergency repairs. Owner shall be entitled in either or both events to review the qualifications of each person or entity selected by Tenant to perform such work and may reasonably disapprove of any person or entity on the basis of such review. Tenant may not contract with any person or entity to perform such work without the approval of Owner.

Owner reserves the right, without relieving Tenant of his or her obligations hereunder, to stop heating, ventilating, air conditioning, electric, plumbing and vertical transportation services to the Premises when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements of such services to the Premises or the Samovar Inn, or when prevented from furnishing such service by unavoidable delays. Tenant covenants and agrees that he or she shall give proper written notice to Owner of any damage that may occur to or in the Premises, which notice, in the event of an emergency may initially be orally communicated to Owner, provided there is a subsequent written confirmation of the same by Tenant to Owner.

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It is understood that Owner shall not be required to commence any repairs for which owner shall be responsible until after receipt of appropriate notice from Tenant, provided that such repairs are necessary.

In no event shall Owner be liable to Tenant for any losses or damages sustained by Tenant for loss of use of premises or damage to Tenant's property so long as Owner, after notice, is diligently pursuing any repairs owner is obligated to perform under the Lease. If Tenant refuses or otherwise neglects to effect maintenance, make repairs, maintain the Premises, or if in the owner's business judgment repairs or maintenance have been inadequately performed, or if Owner shall be required to make exterior or structural repairs by reason of the negligent acts or omissions of Tenant or his or her customers, guests or invitees, then in any of such events owner shall have the right, but not the obligation, to effect such repairs or maintenance on behalf of and for the account of Tenant. In such event the costs so expended by owner shall be reimbursed by Tenant as additional rent and will be paid on the first of the month following a completion of such repairs and itemization of such costs being provided to Tenant.

**13. Compliance With Laws:** Tenant shall, at his or her own cost and expense, execute and comply with all federal, state and local laws and all governmental or quasi-governmental laws, regulations and guidelines presently in effect and all additional and other laws, regulations and guidelines which may hereafter be enacted or go into effect relating to the Premises and Tenant's use thereof. This shall specifically include any action necessary to comply with the Americans with Disabilities Act with respect to the interior of the rented premises itself. If there must be any major modification of the exterior of the building or access to the hotel or the restaurant to comply with that act such shall be done by the Owner at the Owner's sole expense. Tenant agrees to any reasonable modifications of access, signage, stairs and area performed at Owner's expense as may be necessary to comply with the Act.

Tenant will not cause or permit to be caused any act or practice by negligence, omission or otherwise that would adversely affect the environment or permit anything to be done that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be a material breach and event of default hereunder. Tenant shall have no claim against Owner by reason of any changes Owner may make with respect to the Samover Inn building or to the Premises when such changes are made pursuant to applicable laws, regulations or guidelines.

Tenant shall also execute and comply with all rules, regulations and requirements of the Board of Fire Underwriters, the insurance carrier(s) for Owner and other organizations that establish insurance rates to the extent that the same or any of them are applicable to the Premises or to the use and occupancy of the Premises by Tenant.

**14. Assignment or Subletting:** Tenant expressly agrees that he or she will not assign, hypothecate, mortgage or encumber this Lease or any interest therein or sublease or suffer or permit the Premises or any part thereof to be used by other, without the prior written consent of Owner in each instance, which consent will not be unreasonably withheld.

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Notwithstanding any assignment of this Lease, or subletting of the Premises, it is agreed and understood that Tenant shall remain primarily liable for and shall not be released from the performance of all of the terms and conditions of the Lease which the Tenant is required to observe and perform.

It shall be a condition precedent to the consent of Owner to any assignment or subletting that Tenant be in full compliance with each and every one of the terms and provisions of this Lease. However, the consent of owner may be withheld notwithstanding such compliance. If Owner shall consent to any particular assignment or subletting, such consent shall be deemed to be consent to that particular transaction only and not to any other or further transactions.

In addition to all other obligations imposed on Tenant hereunder, Tenant shall reimburse owner, upon demand, for the costs of any such assignment or subletting including without limitation, the cost of transfer taxes and recordation fees and the actual cost of any inquiry or investigation as to the acceptability of the proposed assignee or subtenant and the legal costs incurred, if any, in connection with such assignment or subletting.

**15. Improvements and Alterations:** Tenant may not make any alterations or improvements to the Premises without the prior written approval of Owner. Such alterations and improvements, if approved by Owner, shall be done at the sole cost and expense of Tenant in accordance with such terms and conditions that may be reasonably established by Owner. All alterations and improvements shall be done and performed in a good and workmanlike manner using only first class quality furnishings, fixtures and equipment and materials and shall not interfere with the operation of the Samovar Inn by Owner. When this Lease is terminated Tenant shall, if requested to do so by Owner, restore the Premises to substantially the same condition as existed at the time this Lease is executed, reasonable wear and tear excepted, and Tenant shall repair any damage to the premises resulting from the installation or removal of any improvements, partitions, fixtures or equipment installed by Tenant.

All of such changes, additions or alterations shall be made solely at the expense of Tenant and Tenant agrees to protect, indemnify, save and hold owner harmless on account of any injury to third persons or property by reason of any such changes, additions or alterations, and to protect, indemnify and save Owner harmless from the payment of any claim of any kind or character on account of bills for labor, materials or utility service furnished or claimed to have been furnished in connection therewith. It is agreed between Owner and Tenant that Owner shall not be required to execute an acknowledgment of right to lien pursuant to AS 34.35.010, et seq, as now enacted or hereafter amended.

Tenant shall not permit any mechanics' or similar liens to be lodged against or remain upon the Premises for labor performed or materials furnished to Tenant, or claimed to have been performed or furnished, on behalf of, or otherwise at the direction of or with the consent of Tenant, whether such work was performed or materials were furnished before or after the commencement of this Lease.

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Owner may require Tenant to furnish evidence satisfactory to Owner that Tenant and any contractor or firm hired by Tenant carry satisfactory insurance insuring against all risks normally insured against in such situations, which policies will name owner as an additional insured where appropriate.

Except for those item which Owner specifically requests Tenant to remove from the Premises, any alterations, additions, improvements and fixtures therein installed in the Premises and paid for by the Tenant shall become the property of the Owner when this Lease terminates.

**16. Indemnity:** Tenant shall indemnify Owner and save Owner harmless from all claims, suits, actions, damages, liability and expense (including actual attorney fees) in connection with loss of life, bodily or personal injury or property damage arising from or out of an occurrence on, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned solely or in part by any act or omission of Tenant, his or her agents, contractors, employees, servants, invitees, licensees or concessionaires, either within the Premises.

Owner shall not be responsible or liable at any time for any loss or damage to merchandise, stock in trade, equipment, fixtures or other personal property of Tenant or to Tenant's business.

Owner shall not be responsible or liable for any defect, latent or otherwise, in the Premises or the Samovar Inn building, or for any defect, latent or otherwise, in any of the equipment, machinery, utilities, appliances or apparatus within the Premises or the Samovar Inn building. Owner and owner's agents and employees shall not be liable for, and Tenant waives all claims for, loss or damage to the business of Tenant or damage to any person or property sustained by Tenant or any person claiming through Tenant resulting in any accident or occurrence in or upon the Premises, or any other part of the Samovar Inn building. Owner indemnities Tenant from any claims, suit action, damages arising out of any occurrence outside of the restaurant premises and caused by owner's negligence.

In the event that Owner shall be made a party to any litigation commenced by any persons against Tenant, then Tenant shall indemnify, defend, protect and hold Owner harmless from any liability arising therefrom and shall pay all costs and expenses of owner, including actual attorney fees.

**17. Insurance:** Any and all policies obtained by Tenant must name Owner as an additional insured. Tenant, at his or her own cost and expense, shall obtain and maintain in his or her name and in full force and effect during the entire term of this Lease a policy or policies of insurance covering the following risks:

A. Fire and extended coverage, vandalism and malicious mischief insurance covering all of the stock in trade, fixtures, furniture, furnishings, floor coverings, equipment and other improvements of Tenant within the Premises, to the extent of 100% of the full insurable value without deduction for depreciation.

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B. Comprehensive general public liability insurance on an occurrence basis with minimum limits of liability in an amount of not less than \$500,000.00 for bodily, personal injury or death to any one person and to the limit not less than \$1 Million for bodily injury, personal injury or death to more than one person and in an amount not less than \$100,000.00 with respect to damage to property, including water damage and sprinkler leakage legal liability which insurance shall contain an endorsement naming Owner as an additional insured.

C. Worker's Compensation Insurance and Unemployment Insurance which shall contain an express waiver of any right of subrogation against Owner. All policies of insurance to be obtained and furnished by Tenant hereunder shall be issued and carried in the name of Tenant. owner shall be named as an additional insured on the policies.

All such policies of insurance shall be issued by a financially responsible company or companies authorized to issue the policy or policies and licensed to conduct insurance business within the State of Alaska and shall contain the following endorsements:

A: That any such insurance shall not be subject to cancellation, termination or material changes except after thirty (30) days prior written notice by registered mail to owner by the insurance company; B. That Owner shall not be liable for any damage by fire or other casualty covered by such insurance, no matter how caused, it being understood that Tenant shall look solely to insurer or insurers for reimbursement.

Owner and Tenant waive their right to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity from its insurance carrier. Any insurance policy obtained by Tenant that does not name Owner as an additional insured shall contain an express waiver of any right of subrogation by the insurance company against Owner. Minimum limits of any insurance coverage required to be carried by Tenant shall not limit the liability of Tenant to Owner as provided in this Lease.

18. Liquor License Liability Insurance: Owner shall obtain Liquor License Liability insurance for and applicable to the Premises in its own name. On or before July 1, each year. Tenant shall pay or reimburse owner the actual cost of the Liquor License Liability Insurance for each year. Owner will renew the Liquor License Liability Insurance every year during the term of the Lease, including any renewal term. Owner shall pay for the actual cost of the Liquor License Liability Insurance during each year. Tenant shall reimburse Owner for the actual cost of the Liquor License Liability insurance within fifteen (15) days of the date the insurance premium is paid by owner. Tenant shall be responsible and pay for the annual Liquor License renewal fee and any other costs to renew or maintain the liquor license for the Premises.

19. Fire Loss or Damage: In the event that the Premises, or the Samovar Inn building (whether or not the Premises are damaged) shall be partially damaged by any casualty insurable under a policy of fire or extended insurance coverage issued to Owner, and the time reasonably estimated by owner to repair, rebuild or reconstruct the Samovar Inn building or the Premises shall not exceed ninety (90) days, then Owner

Exhibit A  
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shall, upon receipt of the net proceeds from such insurance, undertake the repair and restoration, as applicable, of the Premises and the Samovar Inn building to substantially the same condition as existed prior to the casualty, with such changes as owner may reasonably desire to make. As used herein the term "net proceeds from such insurance" shall mean that portion of the proceeds of insurance that is free and clear to Owner after deducting all sums required to be paid by Owner to the holder of any mortgage on or against the Samovar Inn building, as well as all expenses and legal fees incurred by owner to collect such insurance proceeds.

If there is any loss or damage to the Premises not covered by insurance obtained by owner, and if the damage is caused by the negligence of Tenant or his employees, agents, invitees or concessionaires, or if Tenant fails or otherwise refuses to make the proceeds of his insurance available for repair and restoration of fixtures, furniture, furnishings, floor coverings, trade equipment and other property placed by Tenant in or upon the Premises required to be insured by Tenant, then, in any of such events, there shall be no abatement of the minimal monthly rent unless owner elects to cancel Lease.

Tenant shall have the right to cancel this Lease in the event of a loss or damage of which prevents the operation of the restaurant and repairs are not commenced within ninety (90) days of the date the damage occurred. During the time the restaurant cannot be operated there shall be an abatement of all rental charges.

20. Inspection and Access: Owner and its agents, employees and contractors shall have the right of access to the Premises during the regular business hours of Tenant for the purpose of installing, altering, maintaining, adjusting and repairing all utility, mechanical or appurtenant equipment servicing the Premises including, but not limited to, work necessary to comply with the provisions of any mandatory or voluntary federal, state or municipal energy, air, noise and/or water pollution and similar laws, statutes, regulations, orders, guidelines or programs.

Owner and its agents including, but not limited to, its lenders and insurance company inspectors shall have no further right to enter the Premises to examine or to make such inspections, repairs, additions or alterations as may be deemed necessary for the safety or preservation of the Premises or the Samovar Inn building. However, the foregoing shall not be deemed or construed as an obligation on the part of owner to undertake or effect any such repair other than as expressly required in this Lease.

21. Operation of Business: During the term of this Lease Tenant shall:

A. Conduct his business within the Premises in such manner as to help establish and maintain a highly graded reputation for entire Samovar Inn building and property.

B. Keep the Premises, including the exterior portion of his entryway and interior portions of the Premises in a neat, clean, sanitary and safe condition.

C. Not use or permit to be used any advertising or audio medium such as loudspeakers, sound amplifiers, phonographs, radio or television broadcast in a manner which is audible outside of the Premises or on the floor above.

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D. Not use or permit to be used any portion of the Premises for any unlawful purpose of for any activity with which would not generally be considered appropriate for similar properties.

22. Mechanic's Liens: Tenant covenants not to suffer or permit any mechanic's liens to be filed against the interest of Owner or Tenant in the Premises or the Samovar Inn building property by reason of work, labor, services or material supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises or the Samovar Inn property Tenant shall, within thirty (30) days after receiving notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and Tenant hereby agrees to indemnify and save Owner harmless from any legal expense which Owner may reasonably incur as a result of the filing of the lien and/or from any loss or liability as a result of liens filed against the Premises or the Samovar Inn property.

23. Relationship of Parties: At all times and for all purposes under or material to this Lease Tenant and Owner shall have only the relationship of landlord and tenant. Neither Owner nor Tenant is the partner, agent or employee of the other.

24. Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. The failure by Tenant to pay the rent as and when due and such failure shall continue for a period of ten (10) days.

B. The vacating or abandonment of the Premises by Tenant or the failure of Tenant to be open for business (except in the event of damage or destruction to the Premises which prevents Tenant from conducting business) for more than three (3) days.

C. The failure by Tenant to observe or perform any of the terms, conditions, agreements, obligations, covenants or provisions of this Lease to be observed and performed by the Tenant, other than the failure to pay the monthly rent, where such failure shall continue for a period of twenty (20) days after written notice thereof by owner to Tenant. Provided, however, that if the nature of the default by Tenant is such that more than twenty (20) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general arrangement for the benefit of creditors or the filing by or against Tenant of a petition to have Tenant adjudged the bankrupt, or a petition for reorganization or arrangement under any law related to a bankruptcy unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days of filing, or the appointment of a trustee or a receiver to take possession of substantially all of the assets of Tenant where such trustee is not discharged within thirty (30) days after appointment.

Exhibit A  
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25. Remedies Upon Default: In the event of any default or breach by Tenant, Owner may at any time thereafter, with or without notice or demand, and without limiting owner in the exercise of a right or remedy which Owner may have by reason of such default or breach:

A. Declare the lease to be terminated and terminate the right of Tenant to possession of the Premises and in such event this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Owner. In such event Owner shall be entitled to recover from the Tenant all past due rent and other charges due under this Lease, the expenses reletting the Premises, including the cost to renovate and alter the Premises for a replacement tenant, rent for the period of time between termination and reletting, actual attorney fees and costs, the difference, if any, between amount of rent paid by a replacement tenant and the amount of rent required to be paid by Tenant under this Lease and any other damages awarded by a court of competent jurisdiction.

B. Recover possession of the Premises without intervention of any court and without result to any legal process or proceeding.

C. Seek and obtain an injunction to enjoin any breach or threatened breach by Tenant and invoke any right or remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary termination and other remedies were not provided for in this Lease.

D. Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of the State of Alaska.

26. Damages: If this Lease is terminated because of a default by Tenant or if Owner re-enters the Premises by summary dispossession proceedings, ejections or by any suitable action or proceeding at law, or in equity, or by agreement, or by force or otherwise, Tenant shall pay to Owner as damages, at the election of owner:

A. Any amount due as the minimum annual rent through and including the time owner obtains a replacement tenant for the Premises. Tenant shall not be entitled to any credit or offset of this damage item, except as such minimal annual rent may have actually been collected from Tenant, a replacement tenant or from anyone else. Nor shall Tenant be entitled to assert as a defense the failure of owner to use good faith efforts to secure a replacement tenant for the Premises.

B. The difference, if any, between the amount of rent required to be paid by Tenant under this Lease and the amount of rent paid by a replacement tenant.

C. All costs to repair, renovate or modify the Premises for a replacement tenant.

D. Actual costs and attorney fees incurred by owner because of the breach by the Tenant.

Exhibit A  
Page 12 of 17

E. The total damages due by Tenant shall not exceed the actual damages sustained by Owner.

F. Nothing contained herein shall limit or prejudice the right of Owner in any insolvency, bankruptcy or reorganization proceeding, or any other proceeding based upon a default by Tenant under this Lease, to prove and obtain as liquidated damages or damages arising out of any termination of this Lease the maximum amount allowed by any statute or rule of law, whether such amount be greater, equal to or less than the difference between the aggregate of the minimal annual rent and the percentage rent and the actual amount of rent received by Owner after termination or breach by Tenant. The amount of rent obtained or reserved upon reletting by Owner after default by Tenant shall be deemed to be the fair and reasonable rental value for the Premises so relet during the term of the reletting.

27. Eminent Domain: If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and the minimum annual rent, percentage rent and other charges due hereunder shall be paid to that date. The term "eminent domain" shall include the taking or damaging of property by, through or under any government or quasi-governmental authority and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

If more than 25% of the floor area of the Premises shall be taken or appropriated this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Owner and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date the Tenant is required to vacate the portion of the Premises so taken. If this Lease is so terminated all minimum annual rent, percentage rent and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises is taken by eminent domain and this Lease is not terminated, owner shall, at his expense, proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking. Tenant shall, at his expense, proceed with all reasonable dispatch to restore all fixtures, furniture, furnishings, leasehold improvements, floor coverings and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the minimum annual rent shall be reduced in proportion to the amount of floor space taken as compared to the square feet of total floor space.

Owner shall have the right to collect and receive the entire damage award or payment for any taking by eminent domain and Tenant shall make no claim whatsoever against Owner for damages for termination of his leasehold interest in the Premises or for interference with his business. Tenant hereby grants and assigns to Owner any right Tenant may have or hereafter acquire to such damages and agrees to execute and deliver

Exhibit A  
Page 13 of 17





such further instruments of assignment as Owner may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment and for damage to Tenant's business provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of the damages of Owner.

**28. Remedies Cumulative - Waiver:** It is understood and agreed that the remedies of Owner hereunder are cumulative and the exercise of any right or remedy by owner due to a default or breach by Tenant shall not be deemed a waiver and shall not alter, affect or prejudice any right or remedy which Owner may have under this Lease, or by law or in equity. Neither the acceptance of rent nor any other acts or omissions of owner at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Owner of his right to cancel or forfeit this Lease, upon the notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any time to preclude owner from promptly exercising any other option, right or remedy that it might have under any term or provision of this Lease, or at law or in equity. The failure of either party to insist in any one or more instances upon the strict performance of any covenant, agreement, term or condition hereof shall not be construed as a waiver or relinquishment of the future performance of such one or more obligations of this Lease or the right to exercise any such right, remedy or election.

**29. Acceptance of Payments:** It is specifically understood and agreed that acceptance of any sum by Owner which is less than the amount claimed is due by the owner, shall not act as, nor be deemed to be, a waiver of such claimed amount or a compromise or accord and satisfaction of the amount claimed as due.

**30. Modifications:** No agreement hereafter made between owner and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing, expressly refers to this Lease and is signed by both parties.

**31. Title and Quiet Enjoyment:** Owner represents that it has full right and authority to execute and perform the obligations to be performed by it under this Lease and to grant the leasehold estate herein created. Owner covenants that Tenant, upon paying the rents reserved herein and performing the obligations, terms, provisions, conditions, covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises for the uses and purposes set forth herein.

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*[Handwritten signature]*  
*[Handwritten initials]*

32. Attorney Fees: If either of the parties are required to bring or maintain any action, including assertion of any counterclaim or cross-claim in a proceeding, including a bankruptcy proceeding or receivership, or any other proceeding instituted by a party hereto or by others or otherwise refers this Lease to an attorney for the enforcement of any of the obligations, terms, provisions, conditions, covenants and agreements of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all costs incurred by the prevailing party including attorney fees and such costs and attorney fees which prevailing party incurs on any appeal.

33. Partial Invalidity: If any term, provision, condition, covenant or agreement of this Lease, or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Lease, or the application of such term, provision, covenant or agreement to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, condition, covenant and agreement of this Lease shall be valid and enforced to the fullest extent permitted by law.

34. Notices. Except as may be otherwise expressly provided in this Lease, all notices and statements required or permitted under this Lease shall be in writing and shall be deemed to be given and received when delivered in person or sent by United States registered or certified mail, return receipt requested, with postage prepaid and directed to the party as set forth below:

Hong & Leca, Inc.  
720 Gambell Street  
Anchorage, Alaska 99501

Sharon Cho  
6942 Meadow #205  
Anchorage, AK 99507

Either party may designate a different post office or mail delivery address as may from time to time be appropriate for the purpose of receiving notice by giving appropriate notice to the other of such new designation.

35. Prior Agreement: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this lease and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall be neither effective nor binding on any party until fully executed by both parties.

36. Inability to Perform: This Lease and the obligations of Tenant hereunder shall not be affected or impaired because the owner is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other causes beyond the reasonable control of owner.

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Page 15 of 17

37. Holdover: In the event that Tenant occupies and remains in possession of the Premises after the expiration of this Lease without having executed a new lease or an extension or renewal of this Lease, Tenant shall be deemed in occupancy and possession of the Premises as a tenant for month to month only at a monthly rental equal to 125% of the monthly rent and other charges required to be paid by Tenant under this Lease. If Tenant occupies and remains in possession of the Premises after the expiration of this lease, and if either party thereafter desires to terminate said occupancy at the end of any month, then the party that desires to so terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate Tenant to pay the full rent and other charges reserved under this Lease.

38. Removal of Tenant's Property and Improvements Upon Termination: Within thirty (30) days after expiration or sooner termination of this Lease, Tenant shall remove all furniture, equipment, inventory and other Tenant property. Any property not removed within such thirty (30) days shall be deemed abandoned and Owner shall have the option of either removing and disposing of such item(s) at Tenant's expense and without any Owner liability, or retaining such item(s) which shall become solely the property of owner without any further claim thereto by Tenant. In the event the removal of any property by Tenant causes any damage to the premises, Tenant shall promptly repair such damage at Tenant's own cost and expense. Owner may require a bond or other assurance of such repair prior to allowing the removal of such property.

39. Use of Premises: Tenant may not use the Restaurant for any other purpose without the express written consent of Owner, which consent may be withheld for any reason. Subject to the noise level requirement and limitation, Tenant may use a karaoke system during the period September 16 through May 5 of each year. Tenant must not use a Karaoke system during the period of May 6 through September 15 of each year. The use of Karaoke system during that period will result in One thousand dollars (\$1000) penalty for each night's use against Tenant. Tenant should not allow the noise level in the Restaurant to disturb any guests of the Alaskan Samovar Inn and failure to maintain an acceptable noise level in the Restaurant will be a breach of this Lease.

40. Miscellaneous: Upon request of Owner, Tenant shall execute a memorandum of this Lease in a form suitable for recording.

41. Governing Law: This Lease shall be governed by and construed according to the laws of the State of Alaska.

The submission of this Lease for review by Tenant does not constitute an offer or an option to lease the premises, nor is it intended as a reservation of the Premises for the benefit of the Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully and properly executed by Owner and Tenant.

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**Tab**

**6**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair  
and Members of the ABC Board

DATE: Wednesday, October 01, 2014

FROM: Sarah D. Oates  
Records & Licensing Supervisor

RE: Barry's Baranof Lounge #93

AS 04.11.030 states that:

(b) If an application for the transfer of ownership of a license from a deceased licensee is not made within 90 days of the death of the licensee or within an additional 90 days if an application for transfer of ownership made by the executor is denied, or no petition is made to the board for an extension of time under (c) of this section within the time, the license is forfeited.

(c) The board may extend the time limits in (b) of this section on petition of the executor or administrator.

Barry F. Tanner, 90% shareholder of Barry's Baranof Lounge, Inc., passed away on June 9<sup>th</sup>, 2014. On July 31, 2014, his daughter, Heidi M. Tidler, mailed a formal request that her 90-day time limit to transfer the ownership of the license be extended by the Board until the probate matters are resolved in court.



Barry's Baranof Lounge, Inc  
1166 Gambell St  
Anchorage, AK, 99501

July 31, 2014

Maxine Andrews  
Business Registration Examiner  
Alcohol Beverage Control Board  
2400 Viking Dr  
Anchorage, Alaska 99501

Dear Maxine Andrews:

My father, Barry F. Tanner, passed away on June 9<sup>th</sup>, 2014. I have been appointed as the Personal Representative of his estate by the Probate Court for State of Alaska.

I am formally requesting an extension of the 90 day application deadline as we work with the Probate Court. Barry's Baranof Lounge Corporation will be reorganized and I will be managing the business during this time.

I have been working in the business and am a member of the corporation for the past 28 years. I have been told by my attorney, Jenn Messick, who is assisting with the probate matters, that this could take up to a year to resolve.

Please advise at your earliest convenience on my extension request.

Sincerely,



Heidi M. Tidler  
Barry's Baranof Lounge  
1166 Gambell St.  
Anchorage, Alaska 99501  
[\(907\) 250-9775](tel:(907)250-9775)  
[aktidler@gmail.com](mailto:aktidler@gmail.com)

**Tab**

**7**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair  
and Members of the ABC Board

DATE: Wednesday, October 01, 2014

FROM: Sarah D. Oates  
Records & Licensing Supervisor

RE: Brown Jug #1198

On September 24, an application was received to transfer package store license #1198 from Tesoro Northstore Company doing business as (DBA) 2Go Tesoro to Liquor Stores USA North, Inc. DBA Brown Jug. The license is not currently located at a designated premises, nor has it been operated for four years. This transfer would keep the licenses in a "no premises" state and would strictly be an ownership change.

At the February 11, 2014 ABC Board of Directors Meeting, the Board denied an application for the fourth waiver of operation for Package Store License #1198 (currently issued to Tesoro Northstore Company doing business as 2Go Tesoro).

A letter was written by Christine Lambert on February 13, 2014 stating that the waiver was denied and the license would be expired. Shirley Cote sent another letter on February 18 clarifying that although the waiver was denied, the license is valid through the end of 2014 and would not expire until then unless the license is renewed for the 2015/2016 calendar years.

Because of the denial, this license does not have an approved waiver of operation for the calendar year of 2013. Although the license is still valid, it may not be operated until a transfer to a designated premises is approved by the Board.





THE STATE  
of **ALASKA**

GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 334-2285

February 18, 2014

Tesoro Northstar Company  
c/o Fred Odsen, Attorney  
Hughes, Gorski, Seedorf, Odsen & Tervooren, LLC  
3900 C Street, Ste. 1001  
Anchorage, Alaska 99503

RE: 2Go Tesoro Liquor License #1198

Dear Mr. Odsen,

The ABC Board mistakenly advised Tara Arce with Tesoro Northstar Company that with the denial by the Board of Directors of a 4<sup>th</sup> waiver of operation for 2013 that the license expired. The license remains with Tesoro up until the license expires at the end of 2014, or unless the license is renewed for calendar years 2015/2016.

From our telephone conversation the question remains regarding Tesoro's right to appeal the decision of the board to deny the 4<sup>th</sup> waiver. I understand your concern regarding the ability to transfer the license and your belief it is in the interest of your client to appeal the denial of the 4<sup>th</sup> waiver of operation. I also understand Assistant Attorney General Milks' opinion that the license was not denied which would prompt the appeal process at the licensee's request if the renewal is denied at the end of 2014.

Ms. Milks is open to discussing this with you and I invite you to call her directly regarding this issue only. Her telephone number is 907-465-2123.

Sincerely,

Handwritten signature of Shirley A. Coté in cursive.

Shirley A. Coté  
Director

cc: Harriet Milks, Assistant Attorney General  
Tara Arce, Tesoro Northstar Company  
Christine Lambert, ABC Board Records & Licensing Supervisor



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
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ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

February 13, 2014

Tesoro Northstore Company  
Attn: Tara Arce (TX1-012)  
19100 Ridgewood  
San Antonio, TX 78259

RE: 2Go Tesoro Liquor License #1198

Dear Licensee:

The fourth waiver of operation for the calendar year 2013 was denied by the ABC Board at its February 11, 2014 meeting. The liquor license has been expired as of today.

I have enclosed a Claim for Refund for the \$6,000.00 fourth waiver fee. Please have an officer sign and date the form where highlighted and return to the ABC Board. Feel free to scan and email me the document if that is most convenient.

The liquor license will expire as of February 28, 2014.

Please contact us if you have questions or concerns regarding this matter.

Sincerely,

SHIRLEY A. COTÉ  
Director

/s/ *Christine C. Lambert*  
Christine C. Lambert  
Licensing & Records Supervisor  
[Christine.lambert@alaska.gov](mailto:Christine.lambert@alaska.gov)  
907-269-0359

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 269-0350  
Fax: (907) 272-9412  
<http://commerce.alaska.gov/dnn/abc>

License is: ☒ Full Year OR ☐ Seasonal – List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
License Year: <b>2013-2014</b>	License Type: <b>Package Store</b>	Statute Reference <b>AS 04.11.150</b>	License Fee: \$ Filing Fee: \$100.00 Fingerprint: ( <i>\$54.25 per person</i> ) Total Submitted: <b>\$100.00</b>
License #: <b>1198</b>			
Local Governing Body: (City, Borough or Unorganized) <b>Municipality of Anchorage</b>	Community Council Name(s) & Mailing Address: <b>N/A</b>		
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <b>LIQUOR STORES USA NORTH INC.</b>	Doing Business As (Business Name): <b>Brown Jug</b>	Business Telephone Number: <b>(780) 917-4185</b> Fax Number: <b>(780) 702-1427</b>	
Mailing Address: <b>#300, 10508 – 82<sup>nd</sup> Avenue</b>	Street Address or Location of Premises: <b>No Premises</b>	Email Address: <b>krempel@lsgp.ca</b>	
City, State, Zip: <b>Edmonton, Alberta T6E 2A4, Canada</b>			
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of <b>CURRENT</b> Licensee: <b>Tesoro Northstore Company</b> <b>19100 Ridgewood Parkway, San Antonio, Texas 78259</b> Business Name (dba) <b>BEFORE</b> transfer: <b>2Go Tesoro</b> Street Address or Location <b>BEFORE</b> transfer: <b>No Premises</b>	
SECTION C - PREMISES TO BE LICENSED			
Closest school grounds: <b>N/A</b>	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Closest church: <b>N/A</b>	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <b>N/A</b> <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input type="checkbox"/> New building	<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input type="checkbox"/> Diagram of Premises attached <b>N/A</b>		



## Transfer Liquor License

### SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☒ Yes ☐ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
See attached Schedule A.				

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed Premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

### SECTION E – OWNERSHIP INFORMATION – CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): <b>Liquor Stores USA North Inc.</b>		Telephone Number: <b>(780) 917-4185</b>	Fax Number: <b>(780) 702-1427</b>
Corporate Mailing Address: <b>#300, 10508 – 82<sup>nd</sup> Avenue</b> City: <b>Edmonton</b>		State: <b>Alberta, Canada</b>	Zip Code: <b>T6E 2A4</b>
Name, Mailing Address and Telephone Number of Registered Agent: <b>Richard M. Rosston, 1031 West Fourth Avenue, Suite 600, Anchorage, Alaska 99501, 907-276-4557</b>		Date of Incorporation OR Certification with DCED: <b>8/27/08</b>	State of Incorporation: <b>Nevada</b>
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <b>must</b> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

#### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Liquor Stores USA Holdings, Inc.	Shareholder	100%	#300, 10508-82nd Ave., Edmonton, Alberta T6E2A4, CN	(780) 944-9994	N/A
Stephen Bebis	President	0	36 Sylvan Lane, Weston, MA 02943	(780) 944-9994	10/14/1952
Stephen Bebis	Secretary	0	36 Sylvan Lane, Weston, MA 02943	(780) 944-9994	10/14/1952
Stephen Bebis	Treasurer	0	36 Sylvan Lane, Weston, MA 02943	(780) 944-9994	10/14/1952

NOTE: If you need additional space, please attached a separate sheet.

### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

#### Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Address:		Address:	
Home Phone:	Date of Birth:	Home Phone:	Date of Birth:
Work Phone:		Work Phone:	

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

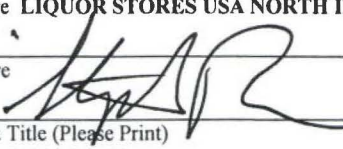
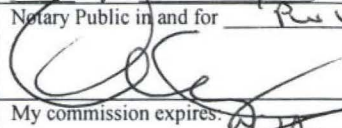
## Transfer Liquor License

(907) 269-0350  
Fax: (907) 272-9412  
<http://commerce.alaska.gov/dnn/abc>

Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:

### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Current Licensee(s)</b> Signature <b>TESORO NORTHSTORE COMPANY</b>	<b>Signature of Transferee(s)</b> Signature <b>LIQUOR STORES USA NORTH INC.</b>
Signature	Signature 
Name & Title (Please Print)	Name & Title (Please Print) <b>Stephen Bebis, President</b>
Subscribed and sworn to before me this ____ day of _____, 2014.	Subscribed and sworn to before me this 15 day of August, 2014.
Notary Public in and for the State of Alaska	Notary Public in and for <u>Prince of Albert</u>
My commission expires:	My commission expires: 

**CRAIG D. CORBETT**  
BARRISTER & SOLICITOR



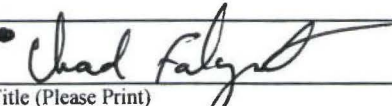
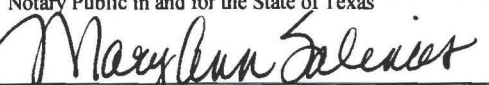
## Transfer Liquor License

NOTE: If you need additional space, please attached a separate sheet.

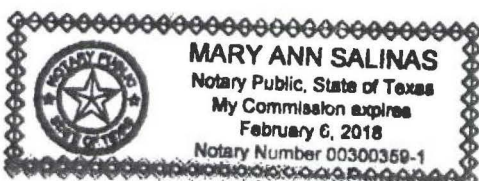
### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

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

Declaration
<ul style="list-style-type: none"><li>I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.</li><li>I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.</li><li>I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.</li><li>I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.</li></ul>

Signature of Current Licensee(s)	Signature of Transferee(s)
Signature TESORO NORTHSTORE COMPANY	Signature LIQUOR STORES USA NORTH INC.
Signature 	Signature
Name & Title (Please Print) Chad Falgout, Vice President Retail & Development	Name & Title (Please Print) Stephen Bebis, President
Subscribed and sworn to before me this 10 <sup>th</sup> day of Sept., 2014.	Subscribed and sworn to before me this day of , 2014.
Notary Public in and for the State of Texas 	Notary Public in and for
My commission expires: 02-06-2018	My commission expires:

FD # 300359-1





**Tab**

**8**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,  
and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

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

**MEMORANDUM**

TO: ABC Chair Klein, and members of the Board

DATE: October 1, 2014

THRU: Cynthia Franklin, Director

SUBJ: Fail to respond to NOV

FROM: Robert Beasley, Enforcement Supervisor

A handwritten signature in blue ink, appearing to be "R. Beasley".

Chair Klein, and members of the Alcoholic Beverage Control Board:

On April 23, 2014 a NOV (Notice of Violation) was sent to Tequila Kitchen Express, Liquor License Number 5247 regarding the lack of required warning signs, and an employee failing to provide proof of having a valid alcohol server education card.

The NOV was sent via certified mail and was signed for and received on April 28, 2014, according to the postal return receipt. A response from the licensee was not received. On September 8, 2014 a second NOV was sent to the licensee and was signed for and received on September 19, 2014.

As of this date, a response has not been received for either of the Notices of Violation.



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

Date: 09/08/14  
Number AB14-0539  
Page 1 of 1 Page

## Notice of Violation

(3 AAC 304.525)

Licensee	License Number	Type of License
Tequila Kitchen Express, LLC	5247	Restaurant/Eating Place
D.B.A.	How Delivered	Law Enforcement Agency
Tequila Kitchen Express	<input checked="" type="checkbox"/> Certified Mail # <input type="checkbox"/> In Person	Anchorage Police Department
Street or P.O. Box	City, State	Zip
2525 Blueberry Road, Ste 206	Anchorage, AK	99503

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

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

**VIOLATION:** On 04/24/14 you were sent a Notice of Violation via certified mail. The mail was received and signed for on 04/28/14 by MJ Grey. You were directed to respond to the Director of the Alcoholic Beverage Control Board in writing within 10 days of receipt. As of 09/08/14, the Director has yet to receive any correspondence from you. Further investigation has also revealed that a citation you were issued for failing to post the required warning signs was never paid. On 06/02/14, you were sent a warning notice from the court system for failure to respond to a citation. On 06/26/14, the court system noted that you failed to respond or appear and entered a default judgment. The fine has since been transferred to collections.

Your attention is directed to **AS 04.21.065 (j)** and **3 AAC 304.525: Posting of Warning Signs and Communication With Licensees**

**You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation. Failure to respond within 10 days will result in a mandatory appearance before the ABC Board at the next Board meeting.**

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

Robert Beasley, Interim Director  
Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, Alaska 99501

7009 2820 0001 7253 2248

### A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By:
Filed By:	Title:





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

Date: 04/24/2014  
Case Number: AB14-0539  
Page 1 of 1

## Notice of Violation

(3 AAC 304.525)

Licensee	License Number	Type of License
Tequila Kitchen Express, LLC	5247	Restaurant/Eating Place
D.B.A.	How Delivered	Law Enforcement Agency
Tequilla Kitchen Express	<input checked="" type="checkbox"/> Certified Mail # On-File <input type="checkbox"/> In Person	Anchorage Police
Street or P.O. Box	City, State	Zip
2525 Blueberry Road, Ste 206	Anchorage, AK	99503

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

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

**VIOLATION:** On 04/23/14 at about 1100 hours, a licensed premises inspection was performed at Tequila Kitchen Express. Employee Alberto Raziel Perez Garcia was contacted and was unable to provide proof of completing a recognized alcohol server education course. He was advised to no longer sell alcohol without his valid server card. It was also discovered that the three required Alcohol Warning Signs were not posted anywhere on the premises and a citation was issued. These are violations of Title IV.

Your attention is directed to **AS 04.21.065 & 04.21.025: Posting of Warning Signs & Alcohol Server Education Course**


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

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

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

### A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: Joe Bankowski
Filed By: 	Title: Investigator III

7011 2970 0003 3312 7350

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

2525 BLUEBERRY RD, STE 206  
ANCHORAGE, AK 99503

Tequila Kitchen  
SEP 30 10 08 AM '04

2. Article Number  
(Transfer from service label)

7011 2970 0003 3312 7350

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

*[Signature]* ☒ Agent  
☐ Addressee

## B. Received by (Printed Name)

MJ Grey

## C. Date of Delivery

4-28-14

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Tequila Kitchen Express, LLC  
2525 Blueberry Rd Ste 206  
Anchorage, AK 99501

2. Article Number  
(Transfer from service label)

7009 2820 0001 7253 2248

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

*[Signature]* ☒ Agent  
☒ Addressee

## B. Received by (Printed Name)

MJ Grey

## C. Date of Delivery

9-9-14

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

**Tab**

**9**





THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair  
and Members of the ABC Board

DATE: Wednesday, October 01, 2014

FROM: Sarah D. Oates  
Records & Licensing Supervisor

RE: Three Bears #1011

At the April 29, 2014 ABC Board of Directors Meeting, the Board gave delegated consent for the transfer of Package Store License #1011.

The transfer was from:

Eagle River Liquor, LLC d/b/a Eagle River Liquor located at 16535 Artillery Road

to:

Three Bears Alaska, Inc. d/b/a Three Bears located at 445 N Pittman Road, Ste B

On May 20, 2014, the final approval was received from Department of Labor, and the license was printed and issued, completed the transfer process to Three Bears.

On May 21, 2014, Michael E. Butler hand delivered a cover letter and court documents.

The first document, issued March 21, 2014, was a Domestic Relations Initial Order & Order to File Financial Documents, with Michael Butler listed as the plaintiff and Sun Sil Sims as the defendant. Sun S. Sims is 100% shareholder of Eagle River Liquor, LLC. One of the orders listed on this document states that: "In a divorce case, **you cannot sell or dispose of any marital or disputed property...**"

The second document, issued May 19, 2014, is an Order on Motion for Expedited Consideration of Motion for Preserve Assets. This consideration was denied, but the judge instructed the defendant to reference the "highlighted court order dated 3/21/14".

Mr. Butler is asking that the Board reconsider this transfer. His claim is that Eagle River Liquor, LLC and the corresponding liquor license are considered both marital assets and disputed property, and that the sale and transfer of this license would violate a court order issued prior to the original consideration of the license transfer by the Board.

This issue was tabled at the July 8, 2014 Board of Directors Meeting.



K&L GATES LLP  
420 L STREET  
SUITE 400  
ANCHORAGE, AK 99501-1971  
T 907.276.1969 F 907.865.2443

September 24, 2014

Joan M. Travostino  
D 907.777.7608  
F 907.865.2417  
joan.travostino@klgates.com

Cynthia Franklin  
Executive Director  
Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage AK 99501

**Re: 1011 Three Bears: Three Bears Alaska, Inc.  
22211 Birchwood Loop; Anchorage  
License: Package Store  
Reconsideration of Transfer**

Dear Director Franklin:

The agenda item listed above was placed in front of the ABC Board on July 8, 2014. Michael Butler was present by phone to support his request for reconsideration. Joan Travostino and Steve Mierop were present by phone on behalf of Three Bears Alaska, Inc.

The Board tabled a decision until October 8, 2014. Joan Travostino will not be available on October 8, 2014. On behalf of Three Bears Alaska, she requests that the ABC Board continue to table the request for reconsideration until the next ABC Board meeting. Ms. Travostino asked Mr. Butler, through his attorney, Andrew Lambert, if he would agree to the continuation of a decision on the agenda item until the next ABC Board hearing. His signature on this letter is his agreement.

Ms. Travostino contacted counsel to the ABC Board, Harriet Dinegar, about the continuance and Ms. Dinegar stated that she had no objection to a continuance. Please let us know if you will grant a continuance to the next ABC Board meeting after October 8, 2014.

Respectfully,

Joan Travostino

Michael Butler

cc: Harriet Dinegar

21 May 14

Notice to Whom it May Concern:


Regarding the sale of Eagle River Liquor License to Three Bears Alaska.

Please find the attached Court Orders for Case NO. 3AN-14-05764 CI

{ Michael Butler  
vs.  
Sun Sil Sims }

Also contained in the attachment are the written notes of Judge Catherine M. Easter concerning the sale or other disposition of marital or disputed property.

- 1) Eagle River Liquor, LLC is a marital asset
- 2) Eagle River Liquor License is a marital asset
- 3) The sale/transfer of these assets by Sun Sil Sims, solely, is disputed.

Sincerely,  
Michael E Butler  




IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

AT Anchorage  
City or Town where the Court is located

Michael E. Butler  
Plaintiff,

vs.

Sun Sil Sims  
Defendant.

Your Case No. 3AN-14-5764 CI

ORDER ON MOTION FOR EXPEDITED CONSIDERATION  
Of  
MOTION FOR Preserve Assets

(THE JUDGE WILL FILL OUT THE REST OF THE FORM.)

☐ Plaintiff ☐ Defendant having moved for expedited consideration of the Motion indicated above  
filed on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. it is HEREBY ORDERED that:

1. ☐ The non-moving party is given until \_\_\_\_\_ at \_\_\_\_\_ to respond in writing to ☐ the Motion for Expedited Consideration and ☐ the main motion, to the fullest extent possible. Fax filing ☐ is ☐ is not acceptable. Fax number is \_\_\_\_\_. WARNING: If you fail to respond, the Court may rule without further notice.

2. ☐ A hearing is set for \_\_\_\_\_ at \_\_\_\_\_ in courtroom \_\_\_\_\_. The non-moving party shall be heard orally at the beginning of the hearing as to whether (s)he opposes expedited consideration. The parties should be prepared for an immediate hearing on the main motion if expedited consideration is granted, court time permitting. Telephonic appearance ☐ is ☐ is not authorized for ☐ Plaintiff ☐ Defendant ☐ both parties. Parties appearing telephonically ☐ must call \_\_\_\_\_ at the time set for the hearing OR ☐ be prepared to accept a collect a collect call at a number you provide to the Court. Call \_\_\_\_\_ before the hearing time with the number at which you can be reached.

3. ☐ Expedited consideration is **GRANTED** without providing the other party(ies) an opportunity to be heard based on \_\_\_\_\_

4. ☒ Expedited consideration is **DENIED**. However, please note that the underlying motion is not being decided at this time. The opposition and the reply to that motion are due according to the timeline set in Civil Rule 77.

5. ☒ Other: Please see highlighted court order dated 3/21/14.

Dated at Anchorage Alaska this 19<sup>th</sup> day of May, 2014.

I certify that on 5/19/14 a copy of the above was mailed to each of the following:

at their addresses of record. (List names if not an agency)

☐ CSSD/ AG ☐ CI M. Butler  
S. Pharr

Deputy Clerk / Secretary

Catherine M. Butler  
Judge

MAY 16 2014

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

Michael Butler,

Plaintiff,

vs.

Sun Sil Sims,

Defendant.

CASE NO. 3AN-14-05764CI

DOMESTIC RELATIONS INITIAL ORDER &  
ORDER TO FILE FINANCIAL DOCUMENTS

FILED  
STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

2014 MAR 21 PM 2:31

BY DEBORAH L. HARRIS  
CLERK OF COURT

1. Judge Catherine M Easter will hear and decide your case.
2. The following **ORDERS** are in effect when this document is delivered to you and remain until the court enters the final order and decree in this case.
  - You cannot threaten, harass or harm the opposing party or children. For example, you cannot physically hurt, stalk, excessively call, email or text the opposing party.
  - Unless the opposing party agrees in writing, OR this court orders it:
    - You cannot remove any child who is the subject of this case from Alaska.
    - In a divorce case, you cannot sell or dispose of any marital or disputed property, except you can use marital funds or assets only for the immediate personal and necessary living expenses of yourself and your children.
    - In a divorce case, you cannot cancel, change or stop paying for any insurance policy.
3. **FINANCIAL DOCUMENTS IN CHILD CUSTODY CASES:** If there are minor child(ren) involved in the case, you must file the following documents and serve the opposing party with a copy no later than **45 days after the answer** is filed.
  - Completed Child Support Guidelines Affidavit, DR 305 ([www.courts.alaska.gov/forms/dr-305f.pdf](http://www.courts.alaska.gov/forms/dr-305f.pdf)). Fill in your column completely and fill in the other parent's column if you can.
  - Copies of 4 most recent pay stubs.
  - Copy of most recent tax return, all schedules, attachments, W-2s, 1099s.
  - Your employer's name, address and phone number.
  - Letter from your employer or health insurance company stating:
    - what health insurance coverage you have currently
    - who is covered, and
    - how much it costs to insure (1) you alone and (2) you and your child(ren).
  - If you did NOT receive the Alaska PFD, provide a statement explaining why not.

**Black out any confidential information** such as social security numbers and account numbers except for the last 4 digits so that the parties and court can identify the specific account. You can use the Notice of Filing, SHC 1605 ([www.courts.alaska.gov/shc/shc-1605.doc](http://www.courts.alaska.gov/shc/shc-1605.doc)) cover sheet to file with the financial documents.

4. **PARENT EDUCATION:** If there are minor children involved in the case, you have to either (1) watch the approved parent education video at the courthouse, or (2) complete the web-based class *Children in Between*. This requirement must be satisfied before the entry of the final decree in the case. See [www.courts.alaska.gov/shcparent-ed.htm](http://www.courts.alaska.gov/shcparent-ed.htm).
5. **DISCOVERY OF INFORMATION IN DIVORCE CASES:** Each party must give the opposing party (or their attorney if represented) information about the marital property and debt within



45 days after the answer is filed. Do NOT file this information in court, but only provide it to the opposing party or their attorney. Learn more about Civil Rule 26.1 disclosures and forms you can use at: [www.courts.alaska.gov/property.htm#2](http://www.courts.alaska.gov/property.htm#2). You may request additional discovery according to Civil Rules 26–37 ([www.courts.alaska.gov/civ.htm](http://www.courts.alaska.gov/civ.htm)).

6. **SUPPORTING FINANCIAL INFORMATION:** You must file a **completed Financial Declaration, DR-250**, ([www.courts.alaska.gov/forms/dr-250f.pdf](http://www.courts.alaska.gov/forms/dr-250f.pdf)) if you file a motion asking for money from the opposing party (e.g. Motion for Attorney's Fees or a Motion for Interim Spousal Support). If you file an opposition to a motion asking for money, you must file a completed Financial Declaration, DR-250 ([www.courts.alaska.gov/forms/dr-250f.pdf](http://www.courts.alaska.gov/forms/dr-250f.pdf)).
7. **SERVING COPIES OF COURT FILINGS:** You must give the opposing party (or their attorney if represented) a copy of **every document** you file in court. The complaint and the attached documents must be served by (1) certified mail, restricted delivery, return receipt or (2) a process server. All other documents can be filed by 1st class U.S. mail or hand delivery. You must file a Certificate of Service that tells the court that you served the opposing party, by what method and when. See a sample at [www.courts.alaska.gov/serve.htm](http://www.courts.alaska.gov/serve.htm).
8. **NEXT COURT DATE:** The court will set a status conference approximately 60 days after the answer is filed and notify you to discuss the possibility of settlement or schedule a trial date. If the defendant does not file an answer, the plaintiff may file for default. (See [www.courts.alaska.gov/shcdefault.htm](http://www.courts.alaska.gov/shcdefault.htm) to learn about the default process.)

**You must follow this ORDER. If you do not, the court may reject your paperwork and your case will be delayed. The court may order sanctions, such as paying the opposing party's attorney's fees and costs and/or finding you in contempt of court which may result in fines or jail time.**

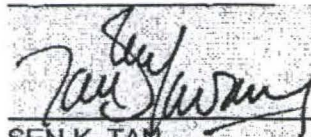
You must follow specific procedures in divorce and custody cases. If you are representing yourself, contact the Family Law Self-Help Center to understand court procedures and forms:

- (907) 264-0851; toll-free (866) 279-0851 (In Alaska, but outside Anchorage)
- [www.courts.alaska.gov/selfhelp.htm](http://www.courts.alaska.gov/selfhelp.htm)

You can find additional forms at: [www.courts.alaska.gov/forms-subj.htm](http://www.courts.alaska.gov/forms-subj.htm) and court rules at: [www.courts.alaska.gov/civ.htm](http://www.courts.alaska.gov/civ.htm).

March 21, 2014

Date



SEN K. TAN  
Presiding Judge  
Third Judicial District

I certify that a copy of this Order was ☐ mailed ☒ given to ☒ Plaintiff ☐ Plaintiff's attorney to serve on the Defendant with the summons.

Deputy Clerk: KKrause Date: 3/21/2014

**FILE COPY**



11238

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 263-5900  
Fax: (907) 263-5930  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is: ☒ Full Year OR ☐ Seasonal List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
License Year: 2013/2014	License Type: Package Store	Statute Reference Sec. 04.11.150	Filing Fee: \$100.00
License #: 1011			Rest. Desig. Permit Fee: (\$50.00) \$
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage	Community Council Name(s) & Mailing Address: Birchwood Community Council 1057 W. Fireweed Ln., Ste. 100 Anchorage, AK 99567		Fingerprint: \$ (\$51.50 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Three Bears Alaska, Inc.	Doing Business As (Business Name): Three Bears	Business Telephone Number: 907.357.4311 Fax Number: 907.357.4312	TOTAL 100.00
Mailing Address: 445 N. Pitman Rd., Ste. B City, State, Zip: Wasilla, AK 99623	Street Address or Location of Premises: 22211 Birchwood Loop Chugiak, AK 99567	Email Address: Regulatory-Compliance@threebearsalaska.com	
Is any shareholder related to the current owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes" please state the relationship _____			
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of <b>CURRENT</b> Licensee: Eagle River Liquor, LLC 16535 Artillery Rd., Eagle River, AK 99577 Business Name (dba) <b>BEFORE</b> transfer: Eagle River Liquor, <del>LLC</del> Street Address or Location <b>BEFORE</b> transfer: 16535 Artillery Road Eagle River, AK 99577	
SECTION C - PREMISES TO BE LICENSED			
Distance to closest school grounds: 450 Feet	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: 515 Feet	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input checked="" type="checkbox"/> New building		<input checked="" type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input type="checkbox"/> Diagram of premises attached	

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 263-5900  
Fax: (907) 263-5936  
<http://commerce.alaska.gov/dnn/abc>

### SECTION D - LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☒ Yes ☐ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Please see attachment				

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

### SECTION E - OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
Three Bears Alaska, Inc.		907.357.4311	907.357.4312
Corporate Mailing Address:	City:	State:	Zip Code:
445 N. Pittman Road, Suite B	Wasilla	Alaska	99623
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:
Joan Travestino 420 L St., Ste. 400, Anchorage, AK 99501 907.276.1969		May 19, 1981	Alaska
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Please see attachment					



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

(907) 263-5900  
Fax: (907) 263-5930  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

NOTE: If you need additional space, please attach a separate sheet.

### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:

#### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Current Licensee(s)</b> Signature <i>Three Bears Alaska, Inc.</i> Signature <i>Stephen D. Mierop</i> Name & Title (Please Print) <i>Stephen D. Mierop, Vice President</i> Subscribed and sworn to before me this <i>27</i> day of <i>November</i> , 2013. Notary Public in and for the State of Alaska <i>[Signature]</i> My commission expires: <i>8/11/2014</i>	<b>Signature of Transferee(s)</b> Signature <i>Eagle River Liquor, LLC</i> Signature <i>Sam Sims</i> Name & Title (Please Print) <i>Sam Sims, Member &amp; Manager</i> Subscribed and sworn to before me this <i>27</i> day of <i>November</i> , 2013. Notary Public in and for the State of Alaska <i>[Signature]</i> My commission expires: <i>8/11/14</i>
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Notary Public  
LESLIE ANDREE  
State of Alaska  
My Commission Expires Aug. 11, 2014

Notary Public  
LESLIE ANDREE  
State of Alaska  
My Commission Expires Aug. 11, 2014



**Three Bears Alaska, Inc.****Transfer Application for Alaska Liquor License Number 1011****November 27, 2013****Corporate Officers, Directors & 10% or Greater Owners**

Name	Title	✓ if Director	%	Home Address & Telephone Number	Date of Birth	Work Telephone Number
Larry A. Weisz Sr.	Chairman	✓	N/A	1740 S. Hidden View Rd., Wasilla, AK 99623 907-357-5592	08/09/1940	907-357-4311
David A. Weisz Sr.	President	✓	5.09%	3771 N. Meadow Lakes Dr., Wasilla, AK 99654 907-357-3502	09/30/1962	907-357-4311
Janeen M. Weisz	Director	✓	N/A	1740 S. Hidden View Rd., Wasilla, AK 99623 907-357-5592	06/01/1958	907-357-4311
Rachel A. Sanford	Treasurer; Asst. Secretary	✓	N/A	.1 Schiovalli Road, Tok, AK 99780 907-883-5432	01/20/1974	907-883-4324
Paul D. Sonnenberg	Vice President		N/A	3700 North Bear Street, Wasilla, AK 99654 907-357-1529	08/24/1962	907-357-4311
Stephen D. Mierop	Vice President; Secretary		N/A	3819 Hampton Drive, Anchorage, AK 99504 907-337-1550	05/07/1957	907-357-4311
Three Bears Investment Group, LLC	Shareholder		75.62%	445 N. Pittman Road, Suite B Wasilla, AK 99654 Attn: David A. Weisz Sr.	11/10/2008 (formation)	907-357-4311

**Tab**

**10**

LICENSEE SANCTIONS UNDER AS 04.16.180						
Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Muffin Man & Company, Inc.	Café 817	4449	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	7/8/14	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Latin Connection Entertainment, LLC	Club Soraya	4353	Adulteration / Misbranding / False Advertising	3 AAC 304.405	7/8/14	30 Days suspension of license with 15 days suspended. \$1,000 fine. Must have no new violations for 1 year.
UMFA Inc.	De Canter Inn	297	Failure to have proper alcohol server training	AS 04.16.150	7/8/14	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Si Cha Sin	Nikko Garden	2069	Furnishing alcohol to persons under 21	AS 04.16.052(5)	7/8/14	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Young Hyon Kim	Sushi Garden, Inc. dba Kogi	5107	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	4/29/14	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Tomio Demura	Old Power House Restaurant	4325	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	12/10/2013	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.



Martin Moochan Kim	In & Out Bush Liquor #2	688	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/10/2013	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Jose Nanez	Chepo's Fiesta	2616	Furnishsing alcohol to persons under 21 & Licensee responsible for violations	AS 04.16.052(5) & AS 04.16.150	12/10/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Jimmy Zhou	Jimmy Sushi Restaurant	5033	Furnishing alcohol to persons under 21	AS 04.16.052(5)	10/2/2013	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Kwang Su Yoon, SOE, LLC	Roma's	4595	Licensee responsible for violations	AS 04.16.150	10/2/2013	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Chong Pak	Seoul Gate Restaurant	4941	Licensee responsible for violations	AS 04.16.150	5/30/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Anna Maria Markos Kaloumenou	Angelo's Restaurant	3458	Failure to have proper alcohol server training	04.21.025(c)	2/12/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.

Francisco Barajas	Aztecs Sports Bar and Grill	5042	Furnishing alcohol to persons under 21	AS 04.16.052(5)	9/5/2012	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Arturo & Gloria Esparza	Las Margaritas	4752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/16/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Duane LeFleur	Tustemena Lodge	207	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Sivisay & Malada Vongsamath	Thai House Restaurant	4752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Nancy Elkins	Creekside Liquor	1119	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	\$500 Fine. Must have no new violations for 1 Year.
John Pattee	Avenue Bar	1184	Conduct contrary to the best interests of the public		12/7/11	90 Days suspension of alcohol sales with 76 days suspended. \$2,000 fine. Must have no new violations for 1 year.

Sarah Lee Lo	Chiang Mai Ultimate Thai Restaurant	4459	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/7/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Levitta Lee Burks	Anchor Bar	61	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Gerald Berryman	H & H Lakeview Restaurant	3904	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Peter & Sherryl Scott	Inn Café	4351	Failure to have proper alcohol server training	AS 04.16.150	3/24/11	30 Days suspension of alcohol sales with 30 days suspended. Must have no new violations for 1 year.
Wesley J. & Linda M. Sherrill	Moose Pass Inn	752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	3/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Hye Suk Min	Peking Restaurant	4215	Furnishing alcohol to persons under 21	AS 04.16.052(5)	3/24/11	60 Days suspension of alcohol sales. \$3,000 fine.



Ming Tze Chen	168 E-Lu-Fa Restaurant	4936	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/13/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Monica S. Wirtz	Peking Wok Restaurant	2813	Failure to have proper alcohol server training & allowing employee to work without alcohol server training.	AS 04.16.150	12/13/10	30 Days suspension of alcohol sales with 30 days suspended. Must have no new violations for 1 year.
Dennis Freeman	West Rib Café and Pub	3667	No server card, pricing and marketing violations	AS 04.16.052(5)	9/30/10	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine for no server card. \$500 fine for pricing and marketing violations. Must have no new violations for 1 year.
Fernando and Mary Nicolas	The Galley	1557	Furnishing alcohol to persons under 21	AS 04.16.052(5)	9/30/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. \$250 fine for having underage employees. Must have no new violations for 1 year.
Masahide & Kazuko Yamada	Yamaya Restaurant	3728	Furnishing alcohol to persons under 21	AS 04.16.052(5)	7/6/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.

Michael G. West	Dexter Roadhouse	1863	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/4/10	45 Days suspension of alcohol sales with 21 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Nancy Ida Milani-Henson	Bush Bottle Inn	2729	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/4/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
James D. West	Board of Trade Saloon	144	Violation of Conditions imposed 2/26/13		9/30/10	35 Days previously suspended of the 45 days imposed to be served.
Albert W. Gartz	Northern Liquors	785	Furnishing Alcohol to persons under 21	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Dong J. Yi	Tokyo Japanese Steakhouse	4731	Business name change without approval or transfer		2/26/10	\$2,500 fine.
Catarino & Maria Patricia Robles	Chico's Mexican Restaurant	4326	Furnishing Alcohol to persons under 21	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Howard & Chum Sim	Tips Bar	1142	Failure to have proper alcohol server training	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine. Must have no new violations for 1 year.

James D. West	Board of Trade Saloon	144	Allowing impaired person to serve alcohol. Allowing drunken persons to remain on premises.	AS 04.16.030 AS 04.16.040	2/26/10	45 Days suspension of alcohol sales with 35 days suspended. \$2,000 fine. Must have no new violations for 1 year.
Juan Carlos Macias	Agave Restaurant	4854	Furnishing Alcohol to persons under 21	AS 04.16.180(b)	11/19/09	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Nohemi Reyes De Zambrano	La Fiesta Dos	3913	Failure to have proper alcohol server training	AS 04.16.150	7/14/09	30 Days Suspension of License with 15 Days Suspended
Filameno & Ana Bravos	El Chicano	3299	Furnishing Alcohol to persons under 21	AS 04.16.150	5/7/09	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Carlos Carillo	Carlos' Fine Mexican Restaurant	3538	Furnishing Alcohol to persons under 21	AS 04.16.150	5/7/09	45 Days suspension of alcohol sales and \$2,000 fine. Must have no new violations for 1 year.
Deanna Peterson	FOE Aerie #4200	3133	Violating municipal ordinance (smoking)	AS 04.16.150	11/6/08	35 Days suspension of alcohol sales with 30 days suspended. \$1,000 fine.
Mayo	How How, Inc.	3796	Furnishing Alcohol to persons under 21	AS 04.16.150	8/28/08	45 Days suspension of alcohol sales with 30 days suspended. \$2,000 fine.



Minas Charalambous	Froso's	1540	Failure to have proper alcohol server training	AS 04.16.150	8/28/08	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine.
Gary & Franchesca Cogdill	Big Lake Liquor	118	Furnishing Alcohol to persons under 21, and failure to have proper alcohol server training	AS 04.16.150	7/10/08	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
Russell Wimmer, Jr.	Mendeltna Creek Lodge	2579	Furnishing Alcohol to persons under 21	AS 04.16.150	7/10/08	45 Days suspension of license with 38 days suspended. \$500 Fine.
Hye Suk Min	Peking Restaurant	4215	Furnishing Alcohol to persons under 21	AS 04.16.150	7/10/08	30 Days Suspension of License. \$1,500 Fine.
Richard Solis	3 Amigos Restaurant	3811	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
Tuyen & Tran Thuy Dinh	Airport Restaurant & Lounge	3759	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
C. Scott Bald & Carol Lallatin	Marina Restaurant	3021	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
Konstantinos Kanaras	Appollo Restaurant	3230	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of license with 4 days suspended.
Dana Ma	Fu Do	4109	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 38 days suspended.
Barbara Abbott	Tundra Lodge and R/V Park	1176	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 35 days suspended. \$1,000 Fine.
Dennis Selman	Club Paris	258	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 38 days suspended. \$1,000 Fine.

Si Cha Sin	Nikko Garden	2069	Furnishing Alcohol to persons under 21	AS 04.16.150	7/11/07	30 Days suspension of license with 15 days suspended. \$1,000 fine with \$500 suspended.
Jennifer Lee	New Peking Chinese Restaurant	3239	Furnishing Alcohol to persons under 21	AS 04.16.150	4/18/07	45 Days suspension of license with 38 days suspended. \$500 Fine.
James S. Yang	Mr. D's	2457	Failure to have proper alcohol server training	AS 04.16.150	4/18/07	7 Days suspension of license and \$500 fine.
Tami Kilbourn	Sunset Strip	1098	Furnishing Alcohol to persons under 21	AS 04.16.150	4/18/07	7 Days suspension of license (all 7 days suspended) and \$500 fine.
Carlos Carillo	Carlos' Fine Mexican Restaurant	3538	Furnishing Alcohol to persons under 21	AS 04.16.150	2/21/07	5 Days suspension of license. License suspension for alcohol sales only.
Benito Herrera	Jamico's Pizzeria	3889	Failure to have proper alcohol server training	AS 04.16.150	2/21/07	45 Days suspension of license with 38 days suspended. \$500 Fine.
Thomas Kirkman, Administrator	Craig Moose Lodge #1206	746	Furnishing Alcohol to persons under 21	AS 04.16.150	2/21/07	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
James Bass	Bing Brown's	126	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	1 Hour suspension of license.
John Riblett	Pizza Man	1533	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	45 Days suspension of license with 38 days suspended. License suspension for alcohol sales only.

Sandra Ramos	Jalapeno's Mexican Restaurant	3766	Furnishing Alcohol to persons under 21	AS 04.16.150	11/29/06	45 Days suspension of license with 38 days suspended. License suspension for alcohol sales only. \$500 Fine.
Dennis Shaw	Salcha River Lodge	3487	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	5 Days Suspension
Alfred Sousa	Talkeetna Motel	1287	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	5 Days Suspension
Byron Yang	Golden Pond	2845	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$1,000 fine with \$500 suspended.
Itsuro Tamaki	Kumagoro Restaurant	2276	Failure to have proper alcohol server training	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$1,000 fine.
Mary Lou Redmond	Diamond Jim's Package Store	2926	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$500 fine.
Ying Po Liu	Golden Shanghai	3467	Failure to have proper alcohol server training	AS 04.16.150	8/9/06	15 Days Suspension and \$1,000 Fine.
Charlampos Alefantinos	Bella Vista	107	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension and \$1,000 fine.
Robert Clutts	Anchor River Inn	1309	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	4 Days Suspension beginning 10/16/06.
Carlos Gomez	Pancho's Villa Restaurant	74	Furnishing Alcohol to persons under 21	AS 04.16.150	6/15/06	7 Days Suspension beginning 6/30/06 and \$500 fine.
Emmanuel Xeninkakis	Nero's Pizza	3369	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension beginning 8/29/06 and \$500 fine.
Jose Nanez	Chepo's Fiesta		Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension and \$500 Fine.



Lewis T. Johnson	Galena Liquor Store	433	Licensee responsible for violations	AS 04.16.150	4/20/06	45 Days Suspension of License with 38 Days Suspended. \$500 fine
Patricia Estrada	Mangia! Mangia!	4281	Furnishing Alcohol to persons under 21	AS 04.16.150	4/20/06	45 Days Suspension of License with 38 Days Suspended.
Marlene Marshall	Yukon Inn	1804	Licensee responsible for violations	AS 04.16.150	4/20/06	45 Days Suspension and \$1,000 fine.
Arturo Esparza	Las Margaritas	3363	Furnishing Alcohol to persons under 21	AS 04.16.051	2/9/06	30 Days Suspension of License with 15 Days Suspended
John Kartesz	Sheep Creek Lodge	1033	Furnishing Alcohol to persons under 21	AS 04.16.051	2/9/06	Licensee said he had sold business, but not transferred license. Board suspended licenses for package store (1032) & beverage dispensary (1033).

**Tab**

**11**



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,  
and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

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

**MEMORANDUM**

TO: ABC Chair Klein, and members of the Board

DATE: September 29, 2014

THRU: Cynthia Franklin, Director *CF*

FROM: Robert Beasley, Enforcement Supervisor *RB*

RE: Hong & Lee's, Inc. Samovar Inn  
License No. 598

On January 4, 2014, Investigator Hamilton discovered through his investigation that Hong & Lee's, Inc., doing business as the Samovar Inn had entered into what the licensee described as a management agreement with Sharon Cho to operate the bar; however, Hong & Lee's, Inc. leased the kitchen and restaurant to Sharon Cho, thereby relinquishing right, title and interest in the restaurant.

Samovar Inn, located at 720 Gambell Street in Anchorage is a hotel, and operates with a Beverage Dispensary-Tourism license, number 598. None of the hotel rooms have kitchenettes. Investigator Hamilton's investigation revealed this type of conduct has been occurring since about 2003, with a variety of "tenants" throughout the years.

In the most recent lease agreement dated November 4, 2009 for the restaurant and kitchen, the lease amount is indicated as being \$6,000.00 per month; however, beginning in 2012 it is stipulated there is a 3% increase for each additional year of the lease. Among many details in the lease, section 18 reads as follows:

18. Liquor License Liability Insurance: Owner shall obtain Liquor License Liability insurance for and applicable to the Premises in its own name. On or before July 1, each year, Tenant shall pay or reimburse owner the actual cost of the Liquor License Liability Insurance for each year. Owner will renew the Liquor License Liability Insurance every year during the term of the Lease, including any renewal term. Owner shall pay for the actual cost of the Liquor License Liability Insurance during each year. Tenant shall reimburse Owner for the actual cost of the Liquor License Liability Insurance within fifteen (15) days of the date the insurance premium is





paid by the owner. Tenant shall be responsible and pay for the annual Liquor License renewal fee and any other costs to renew or maintain the liquor license for the Premises.

Investigator Hamilton filed criminal charges against the corporation, Hong & Lee's, Inc. for violation of AS 04.16.150, Licensee Responsible for Violations. During court proceedings on or about July 31, 2014 in Anchorage District Court, Case Number 3AN-14-01730, Hong & Lee's, Inc., through a plea agreement, entered a plea of guilty to the charge.

As a result, the court entered judgment of conviction in the amount of a \$2,500.00 fine, and a \$50.00 police training surcharge.



# Alcoholic Beverage Control Board

## Incident Report

**Incident: AB14000162**

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**Incident Type:** Liquor Law Violations [90G]  
**Incident time:** 01/14/2014 08:10 - 02/06/2014 08:12  
**Reported time:** 01/14/2014 08:10  
**Incident location:** 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)  
**Incident status:** Closed by investigation  
**Summary:** It was learned by the ABC Board that since 4 Nov 2009, licensee Hong & Lees Inc. have leased the property where the beverage dispensary tourism license is according to the ABC file. They are still operating the liquor license. On 2-1-14, a check of the establishment revealed that two persons checking ID's at the entrance to the establishment failed to have server education, a violation of Anchorage Municipal ordinance 10.50.015(s). A check of Facebook advertising revealed you are offering free alcoholic beverages New Years Eve, 12-31-13. Advertising also revealed there is the appearance of drink specials every Saturday. This is a violation of title IV.

### Incident Activities/Offenses

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- ABC - Issue Notice Of Violation (Licensee Response Required)
- Alcohol - AS04.16.015(a)(1) - Licensee Offer Free Alcohol
- Alcohol - AS04.16.150 - Licensee Responsible for Alcohol Violations
- AS04.21.030(1) - Alcohol - Licensee to ensure business is lawful including ensuring compliance by staff with AS04 and regs, acting with reasonable diligence that staff are advised of AS04 and regs, by written acknowledgement or otherwise

### Involved Persons/Organizations

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**YUN, HYON NANG**

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**Classification:** Witness

**SID:** AK6618053

**DL:** 6618053 AK

**Gender:** Female

**DOB:** 02/26/1962

**Height:** 5'4"

**Weight:** 145lb

**Build:**

**Race:** Asian

**Hair Color:** Black

**Eye Color:** Black

**Address:** 3298 MORGAN LOOP, Anchorage, Municipality of Anchorage AK USA 99516 (Beat/zone: UEBA, ANCHORAGE)

**E-mail:**

**Telephone:** (Landline) (907) 522-9990

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**SIMMONS, NAPOLEON JUNIOR**

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**Classification:** Other (see remarks)

<b>SID:</b>	AK6529066	<b>DL:</b>	6529066 AK	
<b>Gender:</b>	Male	<b>DOB:</b>	10/19/1967	
<b>Height:</b>	6'4"	<b>Weight:</b>	280lb	<b>Build:</b>
<b>Race:</b>	Black	<b>Hair Color:</b>	Black	<b>Eye Color:</b> Brown
<b>Address:</b>	16510 CENTERFIELD DRIVE, EAGLE RIVER, Municipality of Anchorage AK USA 99577 (Beat/zone: UEBC)			
<b>E-mail:</b>				

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**ALONE, TABITHA KALEIOKALANI**

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**Classification:** Complainant

<b>SID:</b>	AK7710852	<b>DL:</b>	7425245 AK	
<b>Gender:</b>	Female	<b>DOB:</b>	04/15/1985	
<b>Height:</b>	5'11"	<b>Weight:</b>	240lb	<b>Build:</b>
<b>Race:</b>	Unknown	<b>Hair Color:</b>	Brown	<b>Eye Color:</b> Hazel
<b>Address:</b>	None			
<b>E-mail:</b>				

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**RODRIGUEZ, REYMI ENRIQUE**

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**Classification:** Witness

<b>SID:</b>	AK6886429	<b>DL:</b>	6886429 AK	
<b>Gender:</b>	Male	<b>DOB:</b>	06/30/1980	
<b>Height:</b>	5'9"	<b>Weight:</b>	225lb	<b>Build:</b>
<b>Race:</b>	White	<b>Hair Color:</b>	Black	<b>Eye Color:</b> Brown
<b>Address:</b>	None			
<b>E-mail:</b>				

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**HONG & LEES, INCORPORATED**

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**Classification:** Arrested; Charged; Owner; Suspect

<b>ID:</b>	<b>Type:</b>
<b>Address:</b>	720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)



**E-mail:** No known E-mail

**Telephone:**

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## CHO, SHARON RAN

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**Classification:** Interview; Owner; Victim

**SID:** AK7503937

**DL:** 7338816 AK

**Gender:** Female

**DOB:** 10/20/1964

**Height:** 5'6"

**Weight:** 120lb

**Build:**

**Race:**

**Hair Color:** Black

**Eye Color:** Brown

**Address:** 2133 KIMBERLY LYN CIRCLE, ANCHORAGE, Municipality of Anchorage AK USA 99515 (Beat/zone: UEBA)

**E-mail:**

**Telephone:** (Cellular phone) (907) 301-6710

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## FUSIONS

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**Classification:** Owner

**ID:**

**Type:** Bar

**Address:** 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)

**E-mail:** No known E-mail

**Telephone:**

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## ALEXANDER, ROBERT B

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**Classification:** Interview; Victim; Witness

**SID:** AK6677424

**DL:** 6677424 AK

**Gender:** Male

**DOB:** 02/22/1967

**Height:** 6'2"

**Weight:** 255lb

**Build:**

**Race:** Black

**Hair Color:** Black

**Eye Color:** Black

**Address:** 2234 STOCKDALE CIRCLE, ANCHORAGE, Municipality of Anchorage AK USA 99515 (Beat/zone: UEBA)

**E-mail:**

**Telephone:** (Cellular phone) (907) 229-2053

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## Involved Addresses

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- 720 GAMBELL STREET / Incident location / ANCHORAGE, Alaska, USA 99501 (Beat/zone: UEBA, ANCHORAGE)

## Involved Officers

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- Reporting unit / #ABCHABC ENFORCEMENT STATEWIDE / Reporting unit
- Reporting officer / #FRH0HAMILTON, FRANCIS J / Reporting officer

## Reports

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### Arrest report

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**Subject:** HONG & LEES, INCORPORATED / Arrested; Charged; Owner; Suspect / 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)

**Author:** #FRH0 HAMILTON, F. **Report time:** 02/11/2014 10:11

**Charges:** (2) AS04.16.150 Licensee Responsible for Alcohol Violations ()

### General report

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**Author:** #FRH0 HAMILTON, F. **Report time:** 02/11/2014 13:43

**Narrative:**

**BACKGROUND:**

On 1-9-14, at about 1320 hours, I received a forwarded e-mail from my supervisor Robert Beasley asking me to look into pricing a marketing issues with Fusions. The e-mail containing the compliant was from Tabitha Alone. The first attachment to the e-mail was an ad for Activo Fridays. It advertised drink specials all night. The second attachment was for Hoy Se Bebe! Saturdays. This advertised free Moet, \$5 Skyy Vodka, \$20.. Beer Buckets (5 Heinekens or Coronas). Alone told me to check Remy Rodriguez's and Djpapalote JQ's Facebook pages for advertisement.

A check of Reymi Rodriguez's Facebook Timeline showed both posters. I later learned Reymi is a DJ. Djpapalote JQ is also a DJ at Fusions. Also under Djpapalote JQ timeline is the New Year's Bash 2014 being advertised. This ad offers a free champagne toast at midnight.

A check of the Alcoholic Beverage Control Board (ABC Board) records revealed that Fusions is owned by Hong & Lees Inc. They have been issued alcoholic beverage license 598 to be located at 720 Gambell Street. The type of license is for a beverage dispensary- tourism. Being a tourism license, the establishment has to have rooms for the traveling public and some of those rooms have to have kitchenettes in them. If the rooms don't have kitchenettes, then there has to be a kitchen for the traveling public. Without the rooms with kitchenettes or a kitchen, the license would not be able to be issued.

A check of the Department of Community, Commerce and Economic Development (DCCED) records revealed Hong & Lees Inc. is in good standing and is comprised of Han Young Cho, 60% and Ki Sang Cho, 40%. A check of ABC records from the 2013/2014 Liquor License Renewal form dated in November of 2012, indicates the Hong & Lees Inc. is comprised of Han Young Cho, 60%, Ki Sang Cho, 20% and Kyu Cha Co, 20%.

A check of DCCED records also revealed that Fusions Bar & Grill was solely owned by Robert Alexander, Alaska Business License #994667.

On 1-14-14, I was able to locate Reymi Rodriguez.



INTERVIEW #1, R. RODRIQUEZ:

Conducted via telephone. I learned from Reymi that Fusions was owned by Robert Alexander and he has owned since the end of August beginning of September, 2013. Reymi also provided me with number to contact Alexander. Reymi also advised me that he does some of the advertising for Fusions. Reymi stated they had given away champagne on New Year's Eve.

On 1-15-14, I was able to locate Robert Alexander.

INTERVIEW #2, R. ALEXANDER:

Conducted via telephone. Alexander advised me that the DJ's do their own marketing. He was aware that they were advertising the beer buckets. Alexander, as far as he knows, they do not sell five dollar vodka drinks. Alexander said he owned the restaurant from just past summer (2013). He stated he owns the restaurant, has leased the entire space and manages the bar. He pays about \$4500.00 dollars a month to lease the space.

INFORMATION:

On 1-18-14, Alexander faxed me a copy of the lease agreement. Basically it states the agreement is between licensee Hong & Lees Inc. (Han Young Cho and Ki Sang Cho) and Sharon Cho, a relative. Hong & Lees Inc. desires to lease the restaurant Sharon Cho desires to lease. The leased area consists of approximately 2,500 square feet located in the Samovar Inn building, 720 Gambell Street. It includes all of the area that is presently being used for the hotel restaurant. The monthly rent shall be paid at the first of the month without notice or demand. Hong & Lees Inc. will pay Sharon Cho \$1,000.00 to manage the cocktail lounge for them. It should be noted that the management fee is to be paid to Sharon Cho if only both restaurant and lounge are both open for business and customers and in full operation.

On 2-1-14, at about 2110 hours, I entered Fusions. Only one person, not identified, was present. I asked him if I could get some food and he advised me that the kitchen was closed and the cook didn't even show up. I asked when things would pick up and he advised me at about 2300 hours.

At about 2315 hours, I came back to the establishment. A compliance check was done using an underage buyer. The establishment passed the check. I entered the establishment and was greeted by 3 week security person Napoleon J. Simmons and security person Jamal Baskerville, Delaware license 9442015, DOB: 2-11-69, (907) 980-0064. As I approached the door, I was asked for ID and showed them my credentials. When I asked them to provide proof of server education, they replied they didn't have server education. Contact was also made with Sharon Cho who did provided me with proof of current server education. I advised Cho of the municipal ordinance required server education prior to employment. The security persons were told to stop check ID's until they obtained education. After talking more with the owner of North Star Security, I departed.

INFORMATION:

On 2-6-14, Robert Alexander and Sharon Cho arrived at the offices of the ABC Board.

Alexander claimed to be a sub-lessor from Sharon Cho and that the only space he was leasing, was the kitchen.

I learned from Sharon Cho that all the previous establishments at that location, S-Lounge, Stormy Bar and Grill were her failed business ventures over the past four years.

On 2-7-14, a copy of a "management agreement" was given to the licensing staff. It basically states that Hong and Lee Inc. is hiring Sharon Cho and Robert Alexander to manage the bar and restaurant and that their salaries shall be discussed later.

On 2-10-14, I went to the Samovar Inn Travel Lodge and made contact with Han Young Cho. During our conversation, Han telephoned Ki Sang Cho and placed him on speaker.

INTERVIEW:



Conducted in a non-custodial manner. There were some language barriers. As I understood what Han told me, was that if they were doing something wrong, tell them, and they would fix it. Han stated they leased the restaurant only.

Ki Sang Cho stated they had leased the restaurant to Sharon Cho. They did not lease the license.

Although Han has for years signed notarized documents that he understands title IV, they claimed ignorance to what a tourism license is.

#### OFFICER ACTION:

I issued a summons to Han as president of Hong & Lees Inc. for licensee responsible for violations. A mandatory court date of 3-11-14, 0830 hours, Anchorage District Court was assigned.

Upon returning to the ABC offices, I read further into the lease agreement.

Section 18 of the lease refers to Hong & Lees Inc. being responsible for obtaining liquor license liability insurance for the premises in its own name. Sharon Cho then is responsible to pay back Hong & Lees Inc. for the policy. Sharon Cho is also responsible, according to the lease, to pay for the liquor license renewal fee and any other costs to renew or maintain the liquor license for the premises.

In looking at the master file for Fusions, although it is the business venture Sharon Cho and Alexander, Hong & Lees Inc. have been doing the name change paperwork.

On 2-13-14, I contacted Hyun Nang Yun, formerly Morrissette, and asked her to translate what Ki Sang had told his father over the phone at about 19 minutes, 30 seconds, into my contact. Basically he advised his father, Han Young Cho to not provide me with any documents and that he would be talking to his attorney.

After the translation, Hyun advised me that when the establishment was Rock & Roll Sushi, she leased the building and owned the restaurant with her husband, Sokin Yun. Hyun provided me with the lease agreement which is basically the same as Sharon Cho's; the square footage was 5000 instead of 2000. It appears she leased the space from 7-4-03 to about 10-16-2004. The lease was signed by Sokin Yun. It also in #17, that Rock & Roll Sushi was to re-imburse Hong & Lees Inc. for liquor liability insurance and that Rock & Roll Sushi was to pay for liquor license renewal and associated fees.

#### CASE STATUS:

Closed. Referred to the DAO for prosecution.



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

Date: 2-7-14  
Number AB14-0162  
Page 1 of 1 Page

## Notice of Violation

(3AAC 304.525)

Licensee	License Number	Type of License
Hong & Lees Inc.	598	Beverage Dispensary - Tourism
D.B.A.	How Delivered	Law Enforcement Agency
Fusions	[ X ] Certified Mail # On-File [ ] In Person	Anchorage Police Department
Street or P.O. Box	City, State	Zip
720 Gambell Street	Anchorage, AK	99501

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

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

**VIOLATION:** On 1-4-14, it was revealed that Hong & Lees Inc. has leased the licensed premises to Sharon Cho, thereby relinquishing right or title, or interest in, land and buildings at the location of the business to be licensed. The licensed premises has been leased from November 4, 2009 to February 5, 2014. On February 1, 2014, a check of the establishment revealed two security persons who did not have server education, a violation of Anchorage municipal ordinance 10.50.015(s). A check of advertising your establishment on Facebook revealed you giving away drinks on New Year's Eve and advertisement which leads one to believe you have drink specials on Fridays and Saturdays. This is a violation of Title IV.

Your attention is directed to AS 04.16.150: Licensee Responsible for violations, AS 04.21.030: Responsibility of licensees, agents, and employees, AS 04.11.400: Populations limitations, 3AAC304.105: Application generally, 3AAC304.325: Licensee issued to encourage tourism; AS 04.16.015: Pricing and marketing

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

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

### A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt: <i>IN PERSON</i>	Violation Observed By: FRH0
Filed By: <i>JR Hamilton</i>	Title: Investigator III



## IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT ANCHORAGE

State of Alaska

Plaintiff,

vs.

Hong &amp; Lee's Inc.

Defendant.

CASE NO: 3AN-14-01730CR**JUDGMENT**

DOB: \_\_\_\_\_ APSIN: 7943730  
 DL/ID (☐ CDL): \_\_\_\_\_ ST: \_\_\_\_\_  
 Address: 720 Gambell St Anchorage, AK 99501  
 PLEA: ☒ Guilty ☐ No contest  
 PLEA AGREEMENT: ☒ Yes ☐ No ☐ Partial

ATN: 114146919 CTN: 001  
 Offense Date: 11/04/2009  
 TRIAL: ☐ Court ☐ Jury  
 DV Offense per AS 18.66.990(3)&(5): No  
☐ SOREG required by AS 12.63.010

**DEFENDANT IS JUDGED:**☒ GUILTY OF: (☐ Amended Charge)AS04.16.150: Licensee Resposns For Alcohol Violations☐ CTN Charges Dismissed: \_\_\_\_\_ ☐ No PTRP's to be filed per R11 Agreement.☐ NOT GUILTY. It is ordered that the defendant is acquitted and discharged.**SENTENCE IMPOSED:**

1. ☐ **SUSPENDED IMPOSITION OF SENTENCE.** Imposition of sentence is suspended and the defendant is placed on probation subject to the orders and conditions below.
2. ☐ **JAIL.** \_\_\_\_\_ days with \_\_\_\_\_ days suspended. Report at 7:45 a.m. on \_\_\_\_\_ to the Cordova Center at 130 Cordova St., Anchorage, or a bench warrant may be issued for your arrest.
3. ☒ **FINE.** \$ 2500 with \$ NONE suspended. The fine is due on JULY 31, 2015
4. ☐ **TREATMENT.** Follow recommendations of the Anchorage Alcohol Safety Action Program (AASAP), including residential treatment up to \_\_\_\_\_ days plus required aftercare. Pay costs.
5. ☐ **COMMUNITY WORK SERVICE (CWS).** Complete \_\_\_\_\_ hours CWS by \_\_\_\_\_. Pay fee.  
☐ CWS not completed will convert to ☐ jail ☐ fine pursuant to law.
6. ☐ Fees paid to court-ordered programs will be deducted from the fine if the defendant presents proof of payment to the court clerk by the fine due date.
7. ☐ **RESTITUTION.** Pay restitution to \_\_\_\_\_  
☐ as stated in the Restitution Judgment ☐ in an amount to be determined per Crim. Rule 32.6(c)(2).
8. **SURCHARGES AND COSTS.**
  - a. ☒ **Police training surcharge.** ☒ \$50 (misdemeanor) ☐ \$10 (infraction) Due within 10 days.
  - b. ☐ **Initial jail surcharge.** \$50 per case due within 10 days.
  - c. ☐ **Suspended jail surcharge.** \$100 per case with \$100 suspended. (State cases only.)
  - d. ☐ **Cost of court-appointed counsel.** ☐ \$200 (plea change) ☐ \$500 (trial) ☐ \$ \_\_\_\_\_  
 Interest accrues on the judgment at the rate specified in AS 09.30.070(a) from the date of judgment until paid. Apply for the PFD every year eligible until this cost is paid in full.
9. Sentence is ☐ consecutive to ☐ concurrent with other counts and cases. Probation periods are concurrent.
10. Read and follow the *After Sentencing Instructions* form provided to you in court today.

**PROBATION CONDITIONS IMPOSED:**Defendant is placed on probation for \_\_\_\_\_ ☐ years ☐ months, subject to the following conditions:

11. ☒ Complete this sentence by the deadlines ordered.
12. ☒ Commit no jailable offenses during the probation period.



13. ☐ Do not possess or consume alcohol or illegal drugs during the probationary period. If you are ordered not to consume alcohol, you are also restricted from buying alcohol, and any state ID issued to you under AS 18.65.310 must list this restriction during the probationary period. [AS 04.16.160]
14. ☐ Complete an assessment and follow recommendations of a state-approved batterer's intervention program. Pay costs. Give proof of completion to the prosecutor by \_\_\_\_\_
15. ☐ Complete \_\_\_\_\_ weeks anger management program (name): \_\_\_\_\_  
Pay costs. Give proof of completion to the prosecutor by \_\_\_\_\_
16. ☐ Do not have any contact, direct or indirect, with \_\_\_\_\_ unless that person gave written consent to the prosecutor.
17. ☐ Follow Office of Children's Services case plan.
18. ☐ Forfeit items seized.
19. ☐ Obey all trespass orders from \_\_\_\_\_
20. ☐ \_\_\_\_\_

**PROGRAM INFORMATION:**

21. If ordered to complete one or more of the programs below, you must report by the time shown below and complete all program requirements as follows:
- a. **AASAP MISDEMEANOR SERVICES.** Go to the basement of the Boney Courthouse NOW, 303 K Street, Anchorage. If you are sentenced on a weekend, holiday or after 4:30 p.m. on a weekday, call 264-0735 on the first working day after sentencing. If you are in custody, call the first working day after release.
  - b. **COMMUNITY WORK SERVICE (CWS).** Go to 535 East 9th Avenue, Anchorage (inside the cemetery) NOW if between 9:00 a.m. and 4:00 p.m. Monday through Friday. Phone: 343-4057. If you are sentenced on a weekend, holiday, or after 4:00 p.m. on a weekday, go the first working day after sentencing. If you are in custody, report the first working day after your release from jail.
  - c. **DOMESTIC VIOLENCE INTERVENTION PROGRAM.** Report ON FRIDAY MORNING to the Jury Assembly Room on the 2nd floor of the Nesbett Courthouse, 825 W. 4th Ave., Anchorage. Males: 10:00 a.m. Females: 9:00 a.m. (except for state holidays) following sentencing or your release from jail.
  - d. **ANGER MANAGEMENT PROGRAM.** Report NOW to the program specified in number 15 above and complete all program requirements.

**IF YOU FAIL TO REPORT TO THE PROGRAMS ON TIME OR COMPLETE PROGRAM REQUIREMENTS, A WARRANT MAY BE ISSUED FOR YOUR ARREST AND THE SUSPENDED PART OF YOUR JAIL SENTENCE AND/OR FINE MAY BE IMPOSED.**

Judicial Officer Signature

Effective Date

Print or Type Name

I certify that I gave a copy of this Judgment to:

☒ Defendant / Attorney (with CR-483 and CR-740)

☐ Prosecutor

By: SI on: 7/31/14

☐ CWS ☒ DPS ☐ Jail ☐ AASAP ☒ DA

☐ DMV, mail to 1300 W. Benson Blvd., Anch., AK 99503

☐ with surrendered license # \_\_\_\_\_

By: SI on: 8.1.14

IN THE DISTRICT COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA,	)
	)
Plaintiff,	)
	)
v.	)
	)
HONG & LEE'S, INC.,	)
	)
Defendant.	)
	)

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No. 3AN-S14-01730 CR

TRANSCRIPT OF PROCEEDINGS

July 31, 2014 - Pages 2 through 10

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COP HEARING

BEFORE THE HONORABLE DOUGLAS H. KOSSLER  
District Court Judge

Anchorage, Alaska  
July 31, 2014  
2:28 o'clock p.m.

APPEARANCES:

FOR THE PLAINTIFF:

MELISSA N. WOHLFEIL  
Assistant District Attorney  
District Attorney's Office  
310 K Street, Suite 520  
Anchorage, Alaska 99501

FOR THE DEFENDANT:

W. SHERMAN ERNOUF  
LAW FIRM OF ERNOUF & COFFEY, PC  
3606 Rhone Circle, Suite 110  
Anchorage, Alaska 99508



P R O C E E D I N G S

38

02:28:20

MR. ERNOUF: Good afternoon, Your Honor. Sherman Ernouf, Ernouf and Coffey, for Hong and Lee's, Inc.

THE COURT: Okay. And just a moment, let me.....

MR. ERNOUF: Oh.

THE COURT: And this is case number 14-1730 and.....

MR. ERNOUF: We've reached a resolution of this case, Your Honor, and I have a corporate officer here who's competent and qualified to accept the plea on behalf of the corporation.

THE COURT: Okay. And what is the agreement?

MR. ERNOUF: It's pretty simple, Your Honor. This -- my client, Hong and Lee's, Inc., will plead guilty to licensee responsible for violations which is Alaska Statute 04.16.150.

THE COURT: Okay.

MR. ERNOUF: The complete and total sentence is a fine of \$2,500 plus the \$50 mandatory police surcharge. We would like to pay that within a year, if possible, Your Honor. That was the only conditions.

THE COURT: Okay. \$2,500 with none suspended and there's no opposition to the due date on the fine, Ms. Wohlfeil?

MS. WOHLFEIL: No, that's fine.

THE COURT: Okay. So that will be due by July 31st of 2015. The surcharge, of course, is due within 10 days. I

1 have no control over that.

2 MR. ERNOUF: Yes, sir.

3 THE COURT: Okay. I've never -- or I have yet to conduct  
4 a sentencing or a change of plea of a corporation so I assume  
5 though I'd go through the inquiry with -- and his.....

6 MR. ERNOUF: It's Ksong Cho. He's an officer of Hong and  
7 Lee.

8 THE COURT: Mr. Cho? Okay. So I ask him if he -- Mr.  
9 Cho, on behalf of the corporation, Hong and Lee's, Inc., were  
10 you present when I spoke to the previous gentleman about the  
11 rights that a person has, for example, the right to a trial?  
12 Did you hear all that?

13 MR. CHO: Yes.

14 THE COURT: Okay. And that would apply equally in this  
15 case, all those rights to a trial, except the corporation  
16 would be the defendant on trial. Do you understand that if  
17 you go through with this, you're giving up all those rights to  
18 a trial and, specifically, you're giving up those rights to --  
19 the right to confront the state's witnesses and have the state  
20 prove its case beyond a reasonable doubt?

21 MR. CHO: Yes, Your Honor.

22 THE COURT: Okay. And do you want a trial in this matter  
23 on behalf of the corporation?

24 MR. CHO: No.

25 THE COURT: Okay. And do you also understand if you go

1       forth with this agreement on behalf of the corporation, you're  
2       giving up the right to appeal which is a right to review and  
3       you're giving up that right to review on behalf of the  
4       corporation with respect to both the conviction in this case  
5       and the sentence. Do you understand that?

6             MR. CHO: Yes, sir.

7             THE COURT: Okay. And.....

8             MR. ERNOUF: I don't know if he'll be deported or not.....

9             THE COURT: Yeah, and I was.....

10            MR. ERNOUF: .....Your Honor.

11            THE COURT: I assume that this is a corporation that is in  
12       the -- considered a.....

13            MR. ERNOUF: It's duly or.....

14            THE COURT: .....United States -- okay. Then I'm not even  
15       going to go through that.

16            MR. ERNOUF: Yes, it's duly organized and generated, Your  
17       Honor.

18            THE COURT: Okay. Well, other than the plea offer that's  
19       been extended here, has anyone promised or threatened you on  
20       behalf of the corporation or threatened the corporation in any  
21       way to get them entered into this agreement?

22            MR. CHO: I mean, no.

23            THE COURT: No? Okay. There's been no threats or other  
24       promises?

25            MR. ERNOUF: No threats.



1 THE COURT: Is that what you were saying, no threats or  
2 other promises?

3 MR. CHO: No.

4 THE COURT: Okay. I see you nodding your head. Okay.  
5 And also you're -- even though you're here on behalf of the  
6 corporation, you're not under the influence of any medication,  
7 drugs or alcohol?

8 MR. CHO: No.

9 THE COURT: Okay. And you, as -- on behalf of the  
10 corporation, you've had enough time to talk this over with  
11 your attorney and think about this before entering into this?

12 MR. CHO: Yes.

13 THE COURT: Okay. Then to the charge of licensee  
14 responsible for alcohol violations, Mr. Cho, on behalf of the  
15 corporation, how do you plea?

16 MR. CHO: Guilty.

17 THE COURT: Okay. I will find that Mr. Cho's plea on  
18 behalf of the corporation is knowing and voluntary after a  
19 knowing and voluntary waiver of the right to a trial and the  
20 right to an appeal on -- both on behalf of the corporation.  
21 Ms. Wohlfeil, any sentencing comments?

22 MS. WOHLFEIL: Nothing to add, Your Honor, unless you're  
23 disinclined to accept it.

24 THE COURT: Okay. And, Mr. Ernouf, do.....

25 MR. ERNOUF: Yes, Ernouf. Just a couple comments on

1       behalf of Hong and Lee's. The reason that we accepted this  
2       plea, it's a very unusual charge. We've battled out this new  
3       interpretation of 04.16.150 with another -- in another case  
4       and the judge didn't see it our way. Our only chance was to  
5       appeal it. This is a very unique charge. I've been doing  
6       this kind of work for about 20 years but I want to put on the  
7       record -- because we're pleading guilty to licensee  
8       responsible. There were two components. One was a management  
9       agreement. The ABC Board contends we did not have a  
10      management agreement in place. In fact, there was a  
11      management agreement. It was about three sentences long but  
12      we contend that it was a management agreement and there was a  
13      second component of the charge which was that we had a DJ  
14      employee who advertised free drinks on Facebook. That may, in  
15      fact, have occurred but there were no free drinks that were  
16      ever served to anyone so it was a false advertisement and we  
17      captured that.

18           The reason I want to put this on the record is because we  
19      intend to approach the ABC Board and the attorneys at the ABC  
20      Board about how these things are going to be meted out in the  
21      future because, absent a trial on this particular issue which  
22      from a cost benefit perspective, it just doesn't make any  
23      sense to do a trial. So we've accepted this plea sort of  
24      begrudgingly but we're going to take this up with the ABC  
25      Board and they often look at these transcripts so I'd like to

1 have this in the record, Your Honor.

2 THE COURT: Okay.

3 MR. ERNOUF: Those are my only comments. Thank you.

4 THE COURT: Okay. And, Mr. Cho, do you have any comments  
5 for the court on behalf of the corporation?

6 MR. CHO: No, I think my lawyer pretty much told  
7 everything I was intending to say.

8 THE COURT: Okay. Well, I will accept the agreement as  
9 stated. I understand you were making your record and  
10 everything.

11 MR. ERNOUF: I'm just -- Your Honor, we'll be talking  
12 about this in the future.

13 THE COURT: On the other hand, I guess the one thing that  
14 sort of strikes me about this is that there's a special  
15 responsibility that a corporation has, particularly with  
16 selling and providing alcohol and I think that that's why that  
17 -- it's my under -- or at least just not being familiar with  
18 this but I can understand why the legislature thought that  
19 that was -- they needed to have that statute because of the  
20 special responsibilities that go with it because I can tell  
21 you that I see far too many cases that are -- involve the  
22 abuse of alcohol so I think that they -- it's why there's that  
23 special responsibility put on corporations to make sure that  
24 everything's being complied with with respect to that.  
25 So.....



1           MR. ERNOUF: This is their first offense too, Your Honor,  
2 they have.

3           THE COURT: Okay. Well, and that is, of course.....

4           MR. ERNOUF: So -- just for the record.

5           THE COURT: .....as always, in either a person's or a  
6 corporation's favor that they're not a repeat offender so  
7 that's always good to hear. That means that the potential for  
8 rehabilitation and the fact that we will not see Hong and  
9 Lee's back is very high.....

10          MR. ERNOUF: Yes, sir.

11          THE COURT: .....and, hopefully, that from this  
12 experience, things can be learned and so that this -- it  
13 doesn't occur in the future and, Mr. Cho, if you could --  
14 well, it sounds like your attorney's already going to do this  
15 but spread the word with respect other corporations because  
16 that is -- you may be the only person here right now but if  
17 you can educate other corporations about those special  
18 responsibilities, I think it's a good thing.

19          MR. CHO: Thank you for your kind advices.

20          THE COURT: Mm-hmm.

21          MR. CHO: Appreciate it.

22          MR. ERNOUF: Thank you, Your Honor.

23          THE COURT: Okay. And that will conclude the hearing  
24 then.

25          MR. ERNOUF: May I be excused?

1. THE COURT: Yes.

2 (Other matters)

3 02:48:20

4 END OF REQUESTED PORTION

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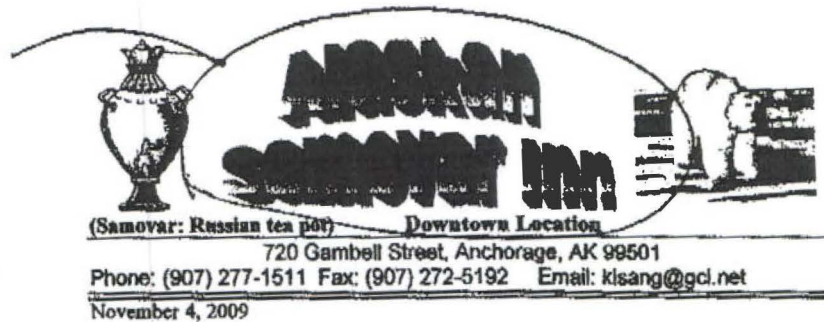
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### LEASE AGREEMENT

This AGREEMENT is made and entered into as of November 4, 2009 and is between Hong & Lees, Inc., an Alaska corporation that is located at 720 Gambell street in Anchorage, hereinafter referred as "Owner," and Sharon Cho, 6942 Meadow St. #205, Anchorage, AK 99507, hereinafter referred to as "Tenant."

### RECITALS

1. Owner is the owner of the Samovar Inn building and property that is located at 720 Gambell Street in Anchorage, Alaska.

2. Tenant desires to lease the Restaurant from Owner and Owner desires to lease the Restaurant to Tenant

3. Tenant agrees to accept the Lease and all obligations of TENANT under the lease as this 4th day of November 4, 2009. A copy of the lease is attached as Exhibit A. Tenant agrees to be individually and jointly (if only there will be two or more tenants) liable for all payment obligations and other obligations under the Lease. Tenant represents and acknowledges that he or she is familiar with the terms of the Lease and he or she is freely and voluntarily accepting all obligations of the Tenant under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, Owner and Tenant do hereby covenant, promise and agree with each others as follows:

Exhibit A  
Page 1 of 17

*[Handwritten signature]*

### Lease

This LEASE is entered into this 4th day of November 4, 2009 by Hong & Lees, Inc., an Alaska corporation, referred to as "Owner," and Sharon Cho, 6942 Meadow St. #205, AK 99507, hereinafter referred to as "Tenant."

For and in consideration of the rents reserved hereunder and the terms and conditions set forth herein, owner hereby rents, demises and leases to Tenant, and Tenant takes and leases from Owner, the following described Premises all upon the following terms and conditions:

1. Premises: The premises and area covered by this Lease is a portion of the Samovar Inn building that is located at 720 Gambell Street in Anchorage, Alaska. The leased area and premises consists of approximately 2500.00 square feet located in the Samovar Inn building. The leased premises include all of the area that is presently being used for the hotel restaurant. Throughout this Lease the leased area shall be referred to as "the Premises."

2. Term of Lease: The initial term of the Lease shall be for a period of five (5) years commencing on the 4th day of November 4, 2009. The last day of the initial lease term is December 31, 2014.

3. Rent: Tenant covenants and agrees to pay Owner the following rent during the initial term of this Lease:

3.1. The monthly rent:

- a. Five Thousand dollars (\$5,000) per month in 2009
- b. Five Thousand Five hundred dollars (\$5,500) per month in 2010
- c. Six Thousand dollars (\$6,000) per month in 2011
- d. Three percent (3%) increase each year in 2012, 2013

The monthly rent shall be paid in advance on the first day of the month without notice or demand. Rent for the first month shall be pro-rated. From the Fourth year, the rent will increase in the rate of 3% (Three per cent) each year. In addition, Tenant shall pay all the utilities and maintenance relating to the Restaurant.

3.2 Late Charge: If any installment of the monthly rent or other charges due from Tenant shall not be received by owner within five days after said amount is due, Tenant shall pay to Owner as additional rent a late charge equal to Ten percent (10%) of the delinquent payment for each month after the date it was due, but in no event more than the legal maximum on such past due amounts, plus any attorney fees incurred by owner by reason of the failure of Tenant to pay rent and/or other charges when due.

4. Lounge Management Fee: Owner agrees to pay Tenant One thousand dollars (\$1,000) each month of the Leased period as Lounge Management fee as Tenant manages the Cocktail Lounge bar for Owner. Note that the Lounge management fee is to be paid to Tenant if only both Restaurant and Lounge are both open for business and customers, and in full operation.

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Page 2 of 17

5. Option to Renew: Tenant is given a two (2) five year options to extend the term of the Lease. Tenant is to give written notice of her intent to renew the term of the Lease to Owner at least ninety (90) days but no more than one year before the expiration of the initial term. However, if Owner is not fully satisfied with Tenant, or if Tenant is in default on the date of giving the notice to extend the term of the Lease, the notice to extend shall be ineffective.

If the term of the Lease is extended Owner and Tenant shall attempt to agree on the amount of the monthly rent during the extended term. If Owner and Tenant are unable to agree on the monthly rent during the extended term the monthly rent in 2013 will be Six thousand Six hundred dollars (\$6,600) per month. The monthly rent will be increased by Three percent (3%) during each year of extended term beginning in 2014.

Also, Owner agrees that the lease is fully transferable by the Tenant to a new Tenant only in one condition that the new Tenant must be approved by Owner before the lease is transferred. Owner has right to reject any new Tenant candidate if Owner thinks that he or she is not a suitable person for operating the Restaurant.

6. Premises: The Premises shall be used only for the operation of a restaurant and for no other purpose or purposes without the express written consent of Owner, which consent may be withhold for any reason or no reason. No use of the premises that creates noise to a level that disturbs the guests of the hotel is ever permitted.

7. Continuous Operation: Tenant shall operate his or her restaurant within and from the Premises during the entire term of this Lease. Tenant shall continuously and uninterruptedly, during the term and during all customary business hours, occupy and use the Premises for the purposes specified herein to the end that the guests, patrons and invitees of the Sarnovar Inn have a good quality restaurant for their use and enjoyment.

7.1 Business Operation Hours: The operating hour of restaurant will be accordingly:

**Summer Hour (May 16<sup>th</sup> throughout September 15<sup>th</sup>)**

From 11:00 am to 3:00 am Monday to Saturday,

From 5:00 pm to 3:00 am Sunday,

**Winter Hour (September 16<sup>th</sup> throughout May 15<sup>th</sup>)**

From 11:00 am to 3:00 am Monday to Saturday,

From 5:00 pm to 3:00 am Sunday,

In addition, the business has to stay open throughout the operating hours.

Also, the restaurant shall stay open on any holidays.

7.2 Income Statement: Income Statement is to be provided by Tenant to Owner every month with the rent payment.

7.3 Owner's right to access to Restaurant:

A. Tenant shall give Owner Restaurant key so Owner can have access to the restaurant anytime.

B. Owner can freely use any big freezer behind the kitchen. For instance, Owner, or the hotel customers can store their wild game or fish of any amount.

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Page 3 of 17

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7.3.1 Medicaid Billing:

The Medicaid patients billing will be as it is:

Owner sends Medicaid patients to Restaurant and Tenant provides food for them. Tenant then will apply for payment to Owner at the end of each month. Tenant will apply Owner 10% (ten percent) discount from the total amount of the original receipt.

8. Taxes: Tenant shall not have to pay for any of the real property taxes.

Tenant shall pay timely all of Tenant's income, trade and business, employee withholding and personal property taxes including, without limitation, any taxes on any and all furniture, fixtures, equipment and effects located in the Premises.

9. Security Deposit: Owner acknowledges that there is \$20,000 (Twenty thousand dollars) Security Deposit. Security deposit is transferred between the previous Tenant to the Current Tenant.

10. Condition of Premises: Tenant accepts the Premises in its present condition and state of repair. Tenant expressly acknowledges that the Premises are suitable for its Restaurant business which is currently being conducted on the Premises under the terms of an agreement that is being replaced by this Lease.

11. Expenses and Utilities: Tenant shall be responsible for any pay for water and sewer service to the Restaurant. For example, if the Sewer for the Hotel and Restaurant is clogged because of cooking oils used in restaurant, Tenant shall call for immediate repair. If Owner paid for the services, Tenant shall reimburse for the called services. Tenant shall be responsible for and pay for forty percent (40%) of the snow removal costs paid by Owner for the Alaskan Samovar Inn. Tenant shall be responsible for natural gas, electric, telephone, and all other services or utilities used in or about the Restaurant by Tenant or any of its licensees, guests or invitees.

12. Repairs and Maintenance: Throughout the term of this Lease Tenant shall maintain in good repair all applicable heating or ventilation equipment and all interior nonstructural portions of the Premises including, without limitation, all fixtures, all utility lines from the point of entrance into the Premises to the point of actual use. Tenant's repair obligations shall include all doors and windows, all window frames and door frames, all door hardware, door hinges and closure devices, all moldings, trim and the like for and in the Premises. Tenant shall properly and timely clean and maintain all grease traps, cooking equipment, waste/sewer lines used on or by the Premises. Tenant shall replace, at his own expense, all windows and doors for or in the Premises that may become defaced, cracked or broken during the term of this Lease. In addition, it shall be the responsibility of the Tenant during the term of this Lease to pay for the repair, maintenance, adjustment, replacement and inspection costs of all electrical, heating, ventilating and air conditioning and lighting equipment in the Premises, whether or not the same were initially furnished and installed by Tenant.

Exhibit A  
Page 4 of 17

*[Handwritten signature]*

Tenant shall be responsible for Snowplowing during winter time. Tenant shall properly snowplow around the restaurant area including both entrances to the Restaurant and the Motel, and the parking lot of the restaurant side Tenant shall maintain cleanliness around the restaurant and the affected hotel areas in all times.

Tenant shall keep in good repair all plumbing in the restrooms of the Premises so as to minimize the use of water. With regards to any maintenance or repair work Tenant shall not interfere with the operation of the Samovar Inn or the quiet enjoyment of and access to the Samovar Inn. Any such work shall be appropriately shielded from the view of guests and tenants of the Samovar Inn. Tenant shall not avoid paying rent when inevitable fixings must take place in Restaurant, such as repair orders from fire department no matter whether the restaurant must be closed or not, during the repair period. Same is true that Tenant shall pay rent even natural or humanly disasters take place such as earthquake and fire. Owner shall be responsible for, and shall keep in good repair, the structural portion of the Premises, including the foundation and supporting walls, the structural ceiling and all utility systems up to the point of entrance to the Premises, unless such repairs are necessitated by reason of the negligence of Tenant or any customer, guest or invitee of Tenant, in which event Tenant shall be responsible for all costs of completing such repairs.

In any plumbing problems if concerned or related with the restaurant, whether from grease or anything that comes out of the restaurant kitchen or from anywhere inside the restaurant, for example, overflow of the parking lot right next to the restaurant beside to the Samovar Inn office, Tenant shall be responsible for keep in good repair.

Prior to commencing any maintenance, modification to the Premises or repair work of a non-emergency nature and prior to commencing any refinishing, repainting or remodeling of the Premises, Tenant shall give written notice to owner of the nature of the work to be performed and the identity of the person or entity selected by Tenant to perform such work. In the event of an emergency Tenant shall use his best efforts to provide immediate oral notice thereof to Owner and the identity of the person or entity selected to do the emergency repairs. Owner shall be entitled in either or both events to review the qualifications of each person or entity selected by Tenant to perform such work and may reasonably disapprove of any person or entity on the basis of such review. Tenant may not contract with any person or entity to perform such work without the approval of Owner.

Owner reserves the right, without relieving Tenant of his or her obligations hereunder, to stop heating, ventilating, air conditioning, electric, plumbing and vertical transportation services to the Premises when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements of such services to the Premises or the Samovar Inn, or when prevented from furnishing such service by unavoidable delays. Tenant covenants and agrees that he or she shall give proper written notice to Owner of any damage that may occur to or in the Premises, which notice, in the event of an emergency may initially be orally communicated to Owner, provided there is a subsequent written confirmation of the same by Tenant to Owner.

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It is understood that Owner shall not be required to commence any repairs for which owner shall be responsible until after receipt of appropriate notice from Tenant, provided that such repairs are necessary.

In no event shall Owner be liable to Tenant for any losses or damages sustained by Tenant for loss of use of premises or damage to Tenant's property so long as Owner, after notice, is diligently pursuing any repairs owner is obligated to perform under the Lease. If Tenant refuses or otherwise neglects to effect maintenance, make repairs, maintain the Premises, or if in the owner's business judgment repairs or maintenance have been inadequately performed, or if Owner shall be required to make exterior or structural repairs by reason of the negligent acts or omissions of Tenant or his or her customers, guests or invitees, then in any of such events owner shall have the right, but not the obligation, to effect such repairs or maintenance on behalf of and for the account of Tenant. In such event the costs so expended by owner shall be reimbursed by Tenant as additional rent and will be paid on the first of the month following a completion of such repairs and itemization of such costs being provided to Tenant.

**13. Compliance With Laws:** Tenant shall, at his or her own cost and expense, execute and comply with all federal, state and local laws and all governmental or quasi-governmental laws, regulations and guidelines presently in effect and all additional and other laws, regulations and guidelines which may hereafter be enacted or go into effect relating to the Premises and Tenant's use thereof. This shall specifically include any action necessary to comply with the Americans with Disabilities Act with respect to the interior of the rented premises itself. If there must be any major modification of the exterior of the building or access to the hotel or the restaurant to comply with that act such shall be done by the Owner at the Owner's sole expense. Tenant agrees to any reasonable modifications of access, signage, stairs and area performed at Owner's expense as may be necessary to comply with the Act.

Tenant will not cause or permit to be caused any act or practice by negligence, omission or otherwise that would adversely affect the environment or permit anything to be done that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be a material breach and event of default hereunder. Tenant shall have no claim against Owner by reason of any changes Owner may make with respect to the Samover Inn building or to the Premises when such changes are made pursuant to applicable laws, regulations or guidelines.

Tenant shall also execute and comply with all rules, regulations and requirements of the Board of Fire Underwriters, the insurance carrier(s) for Owner and other organizations that establish insurance rates to the extent that the same or any of them are applicable to the Premises or to the use and occupancy of the Premises by Tenant.

**14. Assignment or Subletting:** Tenant expressly agrees that he or she will not assign, hypothecate, mortgage or encumber this Lease or any interest therein or sublease or suffer or permit the Premises or any part thereof to be used by other, without the prior written consent of Owner in each instance, which consent will not be unreasonably withheld.

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Notwithstanding any assignment of this Lease, or subletting of the Premises, it is agreed and understood that Tenant shall remain primarily liable for and shall not be released from the performance of all of the terms and conditions of the Lease which the Tenant is required to observe and perform.

It shall be a condition precedent to the consent of Owner to any assignment or subletting that Tenant be in full compliance with each and every one of the terms and provisions of this Lease. However, the consent of owner may be withheld notwithstanding such compliance. If Owner shall consent to any particular assignment or subletting, such consent shall be deemed to be consent to that particular transaction only and not to any other or further transactions.

In addition to all other obligations imposed on Tenant hereunder, Tenant shall reimburse owner, upon demand, for the costs of any such assignment or subletting including without limitation, the cost of transfer taxes and recordation fees and the actual cost of any inquiry or investigation as to the acceptability of the proposed assignee or subtenant and the legal costs incurred, if any, in connection with such assignment or subletting.

**15. Improvements and Alterations:** Tenant may not make any alterations or improvements to the Premises without the prior written approval of Owner. Such alterations and improvements, if approved by Owner, shall be done at the sole cost and expense of Tenant in accordance with such terms and conditions that may be reasonably established by Owner. All alterations and improvements shall be done and performed in a good and workmanlike manner using only first class quality furnishings, fixtures and equipment and materials and shall not interfere with the operation of the Samovar Inn by Owner. When this Lease is terminated Tenant shall, if requested to do so by Owner, restore the Premises to substantially the same condition as existed at the time this Lease is executed, reasonable wear and tear excepted, and Tenant shall repair any damage to the premises resulting from the installation or removal of any improvements, partitions, fixtures or equipment installed by Tenant.

All of such changes, additions or alterations shall be made solely at the expense of Tenant and Tenant agrees to protect, indemnify, save and hold owner harmless on account of any injury to third persons or property by reason of any such changes, additions or alterations, and to protect, indemnify and save Owner harmless from the payment of any claim of any kind or character on account of bills for labor, materials or utility service furnished or claimed to have been furnished in connection therewith. It is agreed between Owner and Tenant that Owner shall not be required to execute an acknowledgment of right to lien pursuant to AS 34.35.010, et seq, as now enacted or hereafter amended.

Tenant shall not permit any mechanics' or similar liens to be lodged against or remain upon the Premises for labor performed or materials furnished to Tenant, or claimed to have been performed or furnished, on behalf of, or otherwise at the direction of or with the consent of Tenant, whether such work was performed or materials were furnished before or after the commencement of this Lease.

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Owner may require Tenant to furnish evidence satisfactory to Owner that Tenant and any contractor or firm hired by Tenant carry satisfactory insurance insuring against all risks normally insured against in such situations, which policies will name owner as an additional insured where appropriate.

Except for those item which Owner specifically requests Tenant to remove from the Premises, any alterations, additions, improvements and fixtures therein installed in the Premises and paid for by the Tenant shall become the property of the Owner when this Lease terminates.

**16. Indemnity:** Tenant shall indemnify Owner and save Owner harmless from all claims, suits, actions, damages, liability and expense (including actual attorney fees) in connection with loss of life, bodily or personal injury or property damage arising from or out of an occurrence on, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned solely or in part by any act or omission of Tenant, his or her agents, contractors, employees, servants, invitees, licensees or concessionaires, either within the Premises.

Owner shall not be responsible or liable at any time for any loss or damage to merchandise, stock in trade, equipment, fixtures or other personal property of Tenant or to Tenant's business.

Owner shall not be responsible or liable for any defect, latent or otherwise, in the Premises or the Samovar Inn building, or for any defect, latent or otherwise, in any of the equipment, machinery, utilities, appliances or apparatus within the Premises or the Samovar Inn building. Owner and owner's agents and employees shall not be liable for, and Tenant waives all claims for, loss or damage to the business of Tenant or damage to any person or property sustained by Tenant or any person claiming through Tenant resulting in any accident or occurrence in or upon the Premises, or any other part of the Samovar Inn building. Owner indemnifies Tenant from any claims, suit action, damages arising out of any occurrence outside of the restaurant premises and caused by owner's negligence.

In the event that Owner shall be made a party to any litigation commenced by any persons against Tenant, then Tenant shall indemnify, defend, protect and hold Owner harmless from any liability arising therefrom and shall pay all costs and expenses of owner, including actual attorney fees.

**17. Insurance:** Any and all policies obtained by Tenant must name Owner as an additional insured. Tenant, at his or her own cost and expense, shall obtain and maintain in his or her name and in full force and effect during the entire term of this Lease a policy or policies of insurance covering the following risks:

A. Fire and extended coverage, vandalism and malicious mischief insurance covering all of the stock in trade, fixtures, furniture, furnishings, floor coverings, equipment and other improvements of Tenant within the Premises, to the extent of 100% of the full insurable value without deduction for depreciation.

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B. Comprehensive general public liability insurance on an occurrence basis with minimum limits of liability in an amount of not less than \$500,000.00 for bodily, personal injury or death to any one person and to the limit not less than \$1 Million for bodily injury, personal injury or death to more than one person and in an amount not less than \$100,000.00 with respect to damage to property, including water damage and sprinkler leakage legal liability which insurance shall contain an endorsement naming Owner as an additional insured.

C. Worker's Compensation Insurance and Unemployment Insurance which shall contain an express waiver of any right of subrogation against Owner. All policies of insurance to be obtained and furnished by Tenant hereunder shall be issued and carried in the name of Tenant. owner shall be named as an additional insured on the policies.

All such policies of insurance shall be issued by a financially responsible company or companies authorized to issue the policy or policies and licensed to conduct insurance business within the State of Alaska and shall contain the following endorsements:

A: That any such insurance shall not be subject to cancellation, termination or material changes except after thirty (30) days prior written notice by registered mail to owner by the insurance company; B. That Owner shall not be liable for any damage by fire or other casualty covered by such insurance, no matter how caused, it being understood that Tenant shall look solely to insurer or insurers for reimbursement.

Owner and Tenant waive their right to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity from its insurance carrier. Any insurance policy obtained by Tenant that does not name Owner as an additional insured shall contain an express waiver of any right of subrogation by the insurance company against Owner. Minimum limits of any insurance coverage required to be carried by Tenant shall not limit the liability of Tenant to Owner as provided in this Lease.

18. Liquor License Liability Insurance: Owner shall obtain Liquor License Liability insurance for and applicable to the Premises in its own name. On or before July 1, each year. Tenant shall pay or reimburse owner the actual cost of the Liquor License Liability Insurance for each year. Owner will renew the Liquor License Liability Insurance every year during the term of the Lease, including any renewal term. Owner shall pay for the actual cost of the Liquor License Liability Insurance during each year. Tenant shall reimburse Owner for the actual cost of the Liquor License Liability insurance within fifteen (15) days of the date the insurance premium is paid by owner. Tenant shall be responsible and pay for the annual Liquor License renewal fee and any other costs to renew or maintain the liquor license for the Premises.

19. Fire Loss or Damage: In the event that the Premises, or the Samovar Inn building (whether or not the Premises are damaged) shall be partially damaged by any casualty insurable under a policy of fire or extended insurance coverage issued to Owner, and the time reasonably estimated by owner to repair, rebuild or reconstruct the Samovar Inn building or the Premises shall not exceed ninety (90) days, then Owner

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shall, upon receipt of the net proceeds from such insurance, undertake the repair and restoration, as applicable, of the Premises and the Samovar Inn building to substantially the same condition as existed prior to the casualty, with such changes as owner may reasonably desire to make. As used herein the term "net proceeds from such insurance" shall mean that portion of the proceeds of insurance that is free and clear to Owner after deducting all sums required to be paid by Owner to the holder of any mortgage on or against the Samovar Inn building, as well as all expenses and legal fees incurred by owner to collect such insurance proceeds.

If there is any loss or damage to the Premises not covered by insurance obtained by owner, and if the damage is caused by the negligence of Tenant or his employees, agents, invitees or concessionaires, or if Tenant fails or otherwise refuses to make the proceeds of his insurance available for repair and restoration of fixtures, furniture, furnishings, floor coverings, trade equipment and other property placed by Tenant in or upon the Premises required to be insured by Tenant, then, in any of such events, there shall be no abatement of the minimal monthly rent unless owner elects to cancel Lease.

Tenant shall have the right to cancel this Lease in the event of a loss or damage of which prevents the operation of the restaurant and repairs are not commenced within ninety (90) days of the date the damage occurred. During the time the restaurant cannot be operated there shall be an abatement of all rental charges.

20. Inspection and Access: Owner and its agents, employees and contractors shall have the right of access to the Premises during the regular business hours of Tenant for the purpose of installing, altering, maintaining, adjusting and repairing all utility, mechanical or appurtenant equipment servicing the Premises including, but not limited to, work necessary to comply with the provisions of any mandatory or voluntary federal, state or municipal energy, air, noise and/or water pollution and similar laws, statutes, regulations, orders, guidelines or programs.

Owner and its agents including, but not limited to, its lenders and insurance company inspectors shall have no further right to enter the Premises to examine or to make such inspections, repairs, additions or alterations as may be deemed necessary for the safety or preservation of the Premises or the Samovar Inn building. However, the foregoing shall not be deemed or construed as an obligation on the part of owner to undertake or effect any such repair other than as expressly required in this Lease.

21. Operation of Business: During the term of this Lease Tenant shall:

A. Conduct his business within the Premises in such manner as to help establish and maintain a highly graded reputation for entire Samovar Inn building and property.

B. Keep the Premises, including the exterior portion of his entryway and interior portions of the Premises in a neat, clean, sanitary and safe condition.

C. Not use or permit to be used any advertising or audio medium such as loudspeakers, sound amplifiers, phonographs, radio or television broadcast in a manner which is audible outside of the Premises or on the floor above.

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D. Not use or permit to be used any portion of the Premises for any unlawful purpose of for any activity with which would not generally be considered appropriate for similar properties.

22. Mechanic's Liens: Tenant covenants not to suffer or permit any mechanic's liens to be filed against the interest of Owner or Tenant in the Premises or the Samovar Inn building property by reason of work, labor, services or material supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises or the Samovar Inn property Tenant shall, within thirty (30) days after receiving notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and Tenant hereby agrees to indemnify and save Owner harmless from any legal expense which Owner may reasonably incur as a result of the filing of the lien and/or from any loss or liability as a result of liens filed against the Premises or the Samovar Inn property.

23. Relationship of Parties: At all times and for all purposes under or material to this Lease Tenant and Owner shall have only the relationship of landlord and tenant. Neither Owner nor Tenant is the partner, agent or employee of the other.

24. Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. The failure by Tenant to pay the rent as and when due and such failure shall continue for a period of ten (10) days.

B. The vacating or abandonment of the Premises by Tenant or the failure of Tenant to be open for business (except in the event of damage or destruction to the Premises which prevents Tenant from conducting business) for more than three (3) days.

C. The failure by Tenant to observe or perform any of the terms, conditions, agreements, obligations, covenants or provisions of this Lease to be observed and performed by the Tenant, other than the failure to pay the monthly rent, where such failure shall continue for a period of twenty (20) days after written notice thereof by owner to Tenant. Provided, however, that if the nature of the default by Tenant is such that more than twenty (20) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general arrangement for the benefit of creditors or the filing by or against Tenant of a petition to have Tenant adjudged the bankrupt, or a petition for reorganization or arrangement under any law related to a bankruptcy unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days of filing, or the appointment of a trustee or a receiver to take possession of substantially all of the assets of Tenant where such trustee is not discharged within thirty (30) days after appointment.

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25. Remedies Upon Default: In the event of any default or breach by Tenant, Owner may at any time thereafter, with or without notice or demand, and without limiting owner in the exercise of a right or remedy which Owner may have by reason of such default or breach:

A. Declare the lease to be terminated and terminate the right of Tenant to possession of the Premises and in such event this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Owner. In such event Owner shall be entitled to recover from the Tenant all past due rent and other charges due under this Lease, the expenses reletting the Premises, including the cost to renovate and alter the Premises for a replacement tenant, rent for the period of time between termination and reletting, actual attorney fees and costs, the difference, if any, between amount of rent paid by a replacement tenant and the amount of rent required to be paid by Tenant under this Lease and any other damages awarded by a court of competent jurisdiction.

B. Recover possession of the Premises without intervention of any court and without result to any legal process or proceeding.

C. Seek and obtain an injunction to enjoin any breach or threatened breach by Tenant and invoke any right or remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary termination and other remedies were not provided for in this Lease.

D. Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of the State of Alaska.

26. Damages: If this Lease is terminated because of a default by Tenant or if Owner re-enters the Premises by summary dispossession proceedings, ejections or by any suitable action or proceeding at law, or in equity, or by agreement, or by force or otherwise, Tenant shall pay to Owner as damages, at the election of owner:

A. Any amount due as the minimum annual rent through and including the time owner obtains a replacement tenant for the Premises. Tenant shall not be entitled to any credit or offset of this damage item, except as such minimal annual rent may have actually been collected from Tenant, a replacement tenant or from anyone else. Nor shall Tenant be entitled to assert as a defense the failure of owner to use good faith efforts to secure a replacement tenant for the Premises.

B. The difference, if any, between the amount of rent required to be paid by Tenant under this Lease and the amount of rent paid by a replacement tenant.

C. All costs to repair, renovate or modify the Premises for a replacement tenant.

D. Actual costs and attorney fees incurred by owner because of the breach by the Tenant.

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E. The total damages due by Tenant shall not exceed the actual damages sustained by Owner.

F. Nothing contained herein shall limit or prejudice the right of Owner in any insolvency, bankruptcy or reorganization proceeding, or any other proceeding based upon a default by Tenant under this Lease, to prove and obtain as liquidated damages or damages arising out of any termination of this Lease the maximum amount allowed by any statute or rule of law, whether such amount be greater, equal to or less than the difference between the aggregate of the minimal annual rent and the percentage rent and the actual amount of rent received by Owner after termination or breach by Tenant. The amount of rent obtained or reserved upon reletting by Owner after default by Tenant shall be deemed to be the fair and reasonable rental value for the Premises so relet during the term of the reletting.

27. Eminent Domain: If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and the minimum annual rent, percentage rent and other charges due hereunder shall be paid to that date. The term "eminent domain" shall include the taking or damaging of property by, through or under any government or quasi-governmental authority and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

If more than 25% of the floor area of the Premises shall be taken or appropriated this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Owner and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date the Tenant is required to vacate the portion of the Premises so taken. If this Lease is so terminated all minimum annual rent, percentage rent and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises is taken by eminent domain and this Lease is not terminated, owner shall, at his expense, proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking. Tenant shall, at his expense, proceed with all reasonable dispatch to restore all fixtures, furniture, furnishings, leasehold improvements, floor coverings and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the minimum annual rent shall be reduced in proportion to the amount of floor space taken as compared to the square feet of total floor space.

Owner shall have the right to collect and receive the entire damage award or payment for any taking by eminent domain and Tenant shall make no claim whatsoever against Owner for damages for termination of his leasehold interest in the Premises or for interference with his business. Tenant hereby grants and assigns to Owner any right Tenant may have or hereafter acquire to such damages and agrees to execute and deliver

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such further instruments of assignment as Owner may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment and for damage to Tenant's business provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of the damages of Owner.

**28. Remedies Cumulative - Waiver:** It is understood and agreed that the remedies of Owner hereunder are cumulative and the exercise of any right or remedy by owner due to a default or breach by Tenant shall not be deemed a waiver and shall not alter, affect or prejudice any right or remedy which Owner may have under this Lease, or by law or in equity. Neither the acceptance of rent nor any other acts or omissions of owner at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Owner of his right to cancel or forfeit this Lease, upon the notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any time to preclude owner from promptly exercising any other option, right or remedy that it might have under any term or provision of this Lease, or at law or in equity. The failure of either party to insist in any one or more instances upon the strict performance of any covenant, agreement, term or condition hereof shall not be construed as a waiver or relinquishment of the future performance of such one or more obligations of this Lease or the right to exercise any such right, remedy or election.

**29. Acceptance of Payments:** It is specifically understood and agreed that acceptance of any sum by Owner which is less than the amount claimed is due by the owner, shall not act as, nor be deemed to be, a waiver of such claimed amount or a compromise or accord and satisfaction of the amount claimed as due.

**30. Modifications:** No agreement hereafter made between owner and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing, expressly refers to this Lease and is signed by both parties.

**31. Title and Quiet Enjoyment:** Owner represents that it has full right and authority to execute and perform the obligations to be performed by it under this Lease and to grant the leasehold estate herein created. Owner covenants that Tenant, upon paying the rents reserved herein and performing the obligations, terms, provisions, conditions, covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises for the uses and purposes set forth herein.

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*[Handwritten signature]*  
*[Handwritten initials]*

32. **Attorney Fees:** If either of the parties are required to bring or maintain any action, including assertion of any counterclaim or cross-claim in a proceeding, including a bankruptcy proceeding or receivership, or any other proceeding instituted by a party hereto or by others or otherwise refers this Lease to an attorney for the enforcement of any of the obligations, terms, provisions, conditions, covenants and agreements of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all costs incurred by the prevailing party including attorney fees and such costs and attorney fees which prevailing party incurs on any appeal.

33. **Partial Invalidity:** If any term, provision, condition, covenant or agreement of this Lease, or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Lease, or the application of such term, provision, covenant or agreement to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, condition, covenant and agreement of this Lease shall be valid and enforced to the fullest extent permitted by law.

34. **Notices.** Except as may be otherwise expressly provided in this Lease, all notices and statements required or permitted under this Lease shall be in writing and shall be deemed to be given and received when delivered in person or sent by United States registered or certified mail, return receipt requested, with postage prepaid and directed to the party as set forth below:

Hong & Leca, Inc.  
720 Gambell Street  
Anchorage, Alaska 99501

Sharon Cho  
6942 Meadow #205  
Anchorage, AK 99507

Either party may designate a different post office or mail delivery address as may from time to time be appropriate for the purpose of receiving notice by giving appropriate notice to the other of such new designation.

35. **Prior Agreement:** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this lease and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall be neither effective nor binding on any party until fully executed by both parties.

36. **Inability to Perform** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because the owner is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other causes beyond the reasonable control of owner.

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37. Holdover: In the event that Tenant occupies and remains in possession of the Premises after the expiration of this Lease without having executed a new lease or an extension or renewal of this Lease, Tenant shall be deemed in occupancy and possession of the Premises as a tenant for month to month only at a monthly rental equal to 125% of the monthly rent and other charges required to be paid by Tenant under this Lease. If Tenant occupies and remains in possession of the Premises after the expiration of this lease, and if either party thereafter desires to terminate said occupancy at the end of any month, then the party that desires to so terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate Tenant to pay the full rent and other charges reserved under this Lease.

38. Removal of Tenant's Property and Improvements Upon Termination: Within thirty (30) days after expiration or sooner termination of this Lease, Tenant shall remove all furniture, equipment, inventory and other Tenant property. Any property not removed within such thirty (30) days shall be deemed abandoned and Owner shall have the option of either removing and disposing of such item(s) at Tenant's expense and without any Owner liability, or retaining such item(s) which shall become solely the property of owner without any further claim thereto by Tenant. In the event the removal of any property by Tenant causes any damage to the premises, Tenant shall promptly repair such damage at Tenant's own cost and expense. Owner may require a bond or other assurance of such repair prior to allowing the removal of such property.

39. Use of Premises: Tenant may not use the Restaurant for any other purpose without the express written consent of Owner, which consent may be withheld for any reason. Subject to the noise level requirement and limitation, Tenant may use a karaoke system during the period September 16 through May 5 of each year. Tenant must not use a Karaoke system during the period of May 6 through September 15 of each year. The use of Karaoke system during that period will result in One thousand dollars (\$1000) penalty for each night's use against Tenant. Tenant should not allow the noise level in the Restaurant to disturb any guests of the Alaskan Samovar Inn and failure to maintain an acceptable noise level in the Restaurant will be a breach of this Lease.

40. Miscellaneous: Upon request of Owner, Tenant shall execute a memorandum of this Lease in a form suitable for recording.

41. Governing Law: This Lease shall be governed by and construed according to the laws of the State of Alaska.

The submission of this Lease for review by Tenant does not constitute an offer or an option to lease the premises, nor is it intended as a reservation of the Premises for the benefit of the Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully and properly executed by Owner and Tenant.


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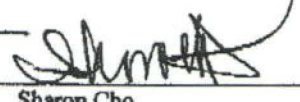


In WITNESS WHEREOF the parties have entered into this Agreement to be effective on the date set forth above.

OWNER  
Hong & Lees, Inc,

TENANT

By   
Kisang Cho  
Its Secretary

  
Sharon Cho

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

This is to Certify that on this 4<sup>th</sup> day of November 4, 2009, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Kisang Cho, and Sharon Cho, known to me and to me known to be the individual named in and who executed the foregoing instrument as the Secretary of Hong & Lees Inc., and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal the day and year in this certificate first written.

  
Notary Public in and for Alaska

My commission expires: 9/30/2010



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