



Alcoholic Beverage Control Board
 550 W. 7th Ave, Suite 1600
 Anchorage, AK 99501

Date: 9-8-16
 Number AB16-0567
 Page 1 of 1 Page

Notice of Violation

(3AAC 304.525)

Licensee	License Number	Type of License
Hyun Ju Song & Kyong Teak Song	1139	Beverage Dispensary - Tourism
D.B.A.	How Delivered	Law Enforcement Agency
Spennard Paradise Inn & Lounge	Certified Mail	Anchorage Police Department
	7014 0150 0000 9499 0764	
Street or P.O. Box	City, State	Zip
3001 Spennard Road	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 8-15-16, it was learned that by investigation of AMCO that you are leasing the restaurant of your establishment to Champa Thai Cuisine, Inc. Having a tourism license requires you to operate a restaurant or have a majority of rooms equipped with kitchenettes. This is a violation of Title 04.

Your attention is directed to AS 04.21.030: Responsibility of licensees, agents, and employees and 3AAC302.325: License issued to encourage tourism.

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 TO THIS NOTICE OF VIOLATION WITHIN 10 DAYS WILL RESULT IN YOUR APPEARANCE, EITHER IN PERSON OR TELEPHONICALLY, BEFORE THE ABC BOARD OF DIRECTORS AT THEIR NEXT REGULARLY SCHEDULED BOARD MEETING.

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

Cynthia Franklin, Director
Alcoholic Beverage Control Board
 550 W. 7th Ave, Suite 1600
 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: F.R. Hamilton
Filed By: <i>F.R. Hamilton</i>	Title: Investigator III

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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.

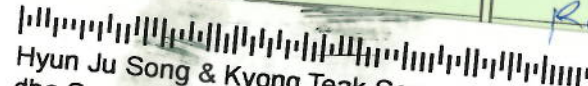
COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) Agent
 Addressee

C. Date of Delivery

Address different from item 1? Yes
Delivery address below: No



Hyun Ju Song & Kyong Teak Song
dba Spenard Paradise Inn & Lounge
3001 Spenard Road
Anchorage, AK 99503



9590 9402 1211 5246 2922 87

2. Article Number (Transfer from service label)

7014 0150 0000 9499 0764

PS Form 3811, July 2015 PSN 7530-02-000-9053

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SPENARD PARADISE HOTEL
KYONG SONG
3001 SPENARD RD
ANCHORAGE ,AK 99503

OCTOBER,12, 2016

LIC# 1139

DEAR DIRECTOR,

I WAS ASK TO TYPE THIS FOR KYONG T. SONG, OWNER OF THE PARADISE HOTEL, TO ANSWER HIS ' NOTICE OF VIOLATION'.

TO ANSWER THE QUESTION FROM THE ABC BOARD ABOUT HIS VIOLATION, HE SAID "(WHEN IT CAME TO THE TRANSACTION REGARDING THE RESTAURANT, HE WAS CONFUSED WHAT LEASE OR AGREEMENT TO USE, SINCE THE NOTICE HE HAS HAD THE CORRECT { RESTAURANT MANAGEMENT AGREEMENT} DRAWN UP.

MR. SONG KNOWS THAT HE MISSED THE 10 DAYS PERIOD, TO TRY TO RESOLVE THIS WITH YOU SO HE WILL BE PREPARED TO RESPOND TO THE NEXT; REGULAR SCHEDULED BOARD DIRECTORS MEETING;

SINCERELY,

KYONG T. SONG



RESTAURANT MANAGEMENT AGREEMENT

This Restaurant Management Agreement (this "Agreement") is entered into and made effective as of the 14th day of October, 2016 Anchorage, Alaska, by and between KYONG T. SONG, d/b/a (Paradise Hotel, the Operator) 3001 Spenard Rd and (BRANDON SUNDARA) of 3000 Northern Lights D-7, d/b/a Champa Thai Cuisine known as the "Manager" and, together with the Operator, the "Parties" or each a "Party").

Whereas, both Parties agree that the Manager to operate and manage his restaurant business at the Operator's hotel and tourist facility located at 3001 Spenard Road (the Hotel") on the following terms and conditions.

- 1) **DURATION;** The terms of this Agreement shall last for a period of TWO (2) years except that either part may terminate this Agreement upon substantial breach of this Agreement by the other Party by written notice, stating the breach to the other at the above address. The notice shall contain a clause granting the other party a ten (10) day period to cure the defect to avoid this termination.
- 2) **NO LEASE.** By entering into this Agreement, IT SHOULD NOT BE CONSTRUED AS A LEASE OR RENTAL CONTRACT. The only way this Agreement can be changed or altered is with prior approval from the ABC Board or its Agent. Nothing herein again should be mistaken as a lease. Otherwise it violates applicable law with regard to Restaurant/Liquor Laws and (TITLE IV) of Alaska State Law.
- 3) **MANAGEMENT FEES:** The Manager and the Operator has agreed to a sum of (THREE THOUSAND) \$3,000.00 a month for the Management Fees due to be paid to The Operator by the 5th of each MONTH, All facilities Utility Bills, gas, water & electric will be paid by the OPERATOR, if and when the owner installs separate meters, the monthly management fee will be lowered \$2,500.00 a month. A late fee to be added to the Managers monthly fee if not paid on or before the 5th of each month.

There is an automatic 5% increase in the management fee for every additional agreement term. Any additional revenue generated by Manager's Restaurant Activities shall be paid to the manager up to the first \$100,000.00 per month in revenue generated by the Manager's Restaurant activities. Thereafter, Manager shall pay an additional Management fee to Operator in the amount of 10% of excess revenue.

- 4) **SECURITY DEPOSIT:** The Parties agree that a security and cleaning deposit has been paid in the amount of \$6,000.00 (the Management Deposit) as security for the Manager's diligents operation and maintenance of the restuarant facility during the term of this Agreement. The Management Deposit cannot be used to pay or subitute for any

monthly Management Fee's here under, and once all repairs and maintenance have been resolved and completed at the tem of this agreement, the remaining portion of the deposit will be returned to the Manager 30 days after the restuarant has been vacated and all repairs have been made.

- 5) LEGAL COMPLIANCE; Manager will be responsible for all equipment in good working order, must maintain the HOOD inspection every 6 months as required by the MOA and AFD and ALASKA STATE LAW . All applicable laws are made a part of this Agreement.
- 6) NO ALCOHOL SERVED WITHOUT A LICENSE OR WRITTEN CONSENT BY THE OPERATOR. MANAGE IS RESPONSIBLE TO FOLLOW ALL MOA, STATE OR OTHER LAWS REGARDING THE OPERATION OF THE RESTAUANT, AND HAVE ALL REQUIRED LICENSE'S AND PERMITS FOR ITS OPERATION'S.
- 7) WHEREFORE, the Parties bind themselves hereto by their signiatures below and agree to all terms herein above written Agreement.

OPERATOR DATE

MANAGER DATE