



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

December 7, 2018

Baked Alaska Alehouse, Inc.
DBA Baked Alaska Alehouse (License #5390)
PO Box 773412
Eagle River, AK 99577

Dear Baked Alaska Alehouse, Inc.:

The attached accusation is being served on you in accordance with AS 04.11.510(c) and has been filed with the Alcoholic Beverage Control Board. In accordance with AS 44.62.360, the accusation is a written statement of charges setting out the acts or omissions with which you are charged. It specifies the statutes and regulations that you are alleged to have violated.

In accordance with AS 04.11.510(c), you are entitled to an opportunity to informally confer with the director or the board **within 10 days** after the accusation is served. If you wish to informally confer with either the board at their meeting on December 17 or with me, please let me know as soon as possible: erika.mcconnell@alaska.gov or 907-269-0351.

Unless a written request for a hearing signed by or on behalf of the person named as respondent in the accompanying accusation is delivered or mailed to AMCO within 15 days after the accusation was served on you or within 15 of the informal conference should you choose to request one, the Alcoholic Beverage Control Board may act upon the accusation without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Defense," or by delivering or mailing a notice of defense as provided by AS 44.62.390 to:

Administrative Officer
Department of Commerce, Community, and Economic Development
Alcohol and Marijuana Control Office
550 West 7th Ave, Suite 1600
Anchorage, AK 99501

If you request a hearing before the Alcoholic Beverage Control Board, a hearing will be scheduled at the next available meeting, and you will be given notice at least 10 days before the hearing in accordance with AS 44.62.420.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell
Director

CC: Alcoholic Beverage Control Board
Harriet Dinegar, Assistant Attorney General, Department of Law
License File

ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND
ECONOMIC DEVELOPMENT
ALCOHOL AND MARIJUANA CONTROL OFFICE

In the matter of:)
)
Baked Alaska Alehouse, Inc.)
DBA Baked Alaska Alehouse)
PO Box 773412)
Eagle River, AK 99577,)
Respondent)
_____) License #5390

NOTICE OF DEFENSE / REQUEST FOR HEARING

The Respondent, pursuant to AS 44.62.390, hereby gives Notice of Defense in this proceeding. A hearing on the matters set forth in the Decision is hereby requested.

I. Respondent Initiating Request

Date: _____ Respondent's Name (printed): _____

Respondent's Signature: _____

Mailing Address: _____

City State Zip Code

Phone Number: _____

OR

II: Attorney Representing Respondent (Note: An attorney is not required for this proceeding.)

Name of Attorney Representing Respondent: _____

Mailing Address: _____

City State Zip Code

Phone Number: _____

Date: _____ Signature: _____

NOTE: This Notice of Defense/Request for Hearing must be signed by or on behalf of Respondent, must set forth Respondent's current mailing address, and must be filed **within 15 days** after the enclosed Decision was mailed or delivered to the Respondent (time period held in abeyance for informal conference). It shall be filed accordingly:

Administrative Officer
Department of Commerce, Community, and Economic Development
Alcohol and Marijuana Control Office
550 West 7th Ave, Suite 1600
Anchorage, AK 99501

STATE OF ALASKA

ALCOHOLIC BEVERAGE CONTROL BOARD

In the matter of)
Baked Alaska Alehouse, Inc.)
DBA Baked Alaska Alehouse)
PO Box 773412)
Eagle River, AK 99577)
Respondent)
_____) Accusation No. 2018-09

ACCUSATION

Petitioner, Erika McConnell, Director of the Alcoholic Beverage Control Board, acting in her official capacity and upon information and belief, alleges as follows:

INFORMATION

1. Respondent, Baked Alaska Alehouse, Inc., DBA Baked Alaska Alehouse, is the holder of a restaurant or eating place license, located at 3048 Mountain View Drive, Suites 102 and 104, Anchorage, Alaska, license #5390.
2. According to board records, Baked Alaska Alehouse, Inc., is owned 51% by Tara L. Petricca and 49% by Francisco Eduardo Rodriguez.
3. According to the Division of Corporations, Business, and Professional Licensing, Baked Alaska Alehouse, Inc., is a business corporation in the State of Alaska that was involuntarily dissolved on September 7, 2018. The corporation was owned 51% by Tara Petricca, who was Director, President, Shareholder, and Treasurer, and 49% by Francisco Rodriguez, who was Shareholder, Secretary, and Vice President. (Attachment A)
4. License #5390 was first issued on October 7, 2015.

COUNT 1

5. Petitioner incorporates paragraphs 1-4 of this accusation as if fully set forth in Count 1.
6. On October 5, 2017, business license #1060641 was issued for Marcello's Greek & Italian Restaurant at 3048 Mountain View Drive. The business license is valid through December 31, 2019. (Attachment B)
7. On October 27, 2017, an application to transfer ownership of license #5390 and change the DBA was received, but it is not clear from the application exactly what transfer was desired. An incomplete letter was sent to the applicant, Francisco Rodriguez, on November 15, 2017. After required corrections were not made timely, the application was returned on February 15, 2018. (Attachment C)
8. On March 19, 2018, an application to transfer the ownership of license #5390 from FCAOLM LLC DBA Marcello's Greek Italian Restaurant, to FCAOLM LLC DBA Baked Alaska Alehous, Inc [sic] was received. An incomplete letter was sent to the applicant on April 27, 2018. After required corrections were not made timely, the application was returned on May 8, 2018. (Attachment D)
9. On September 6, 2018, an application to transfer ownership of license #5390 was received. An incomplete letter was sent to the applicant on September 14, 2018. After required corrections were not made timely, the application was returned on October 22, 2018. (Attachment E)
10. The Division of Corporations, Business, and Professional Licensing shows an inactive business license, #1010789, for Baked Alaska Alehouse Inc., at 3040 Mountain [sic] View Dr., Suite 101, Anchorage, Alaska, owned by Baked Alaska Alehouse Inc. (involuntarily dissolved). (Attachment F)
11. A visit to the premises at 3048 Mountain View Drive on November 15, 2018, determined that the business name has been changed to Marcello's Restaurant. No business name change request was submitted to AMCO. A Notice of Violation was issued. (Attachment G)
12. The above-described actions, consisting of operating a license without being the licensee, and changing the business name without approval, violate AS 04.11.010, AS 04.11.050, and 3 AAC 304.185(d), which is grounds for discipline under AS 04.11.370 and AS 04.11.575.

Wherefore, in accordance with AS 04.11.370, AS 04.11.575, 3 AAC 304.535, and 3 AAC 304.540, petitioner asks:

13. That the Alcoholic Beverage Control Board find that the respondent, Baked Alaska Alehouse Inc., DBA Baked Alaska Alehouse, committed the acts alleged above.

14. That the Alcoholic Beverage Control Board suspend license #5390 until such time as a transfer of ownership is approved and effectuated by the Alcoholic Beverage Control Board, a license is issued to the transferee, and any imposed fine is paid, as authorized under AS 04.11.510 and 3 AAC 304.180(a), in accordance with AS 04.11.370(10), which states that “A license or permit shall be suspended or revoked if the board finds...(10) violation by a licensee of this title, a condition or restriction imposed by the board, a regulation adopted under this title, or an ordinance adopted under AS 04.21.010;”

15. That the Alcoholic Beverage Control Board impose a \$10,000 civil fine on Baked Alaska Alehouse, Inc., DBA Baked Alaska Alehouse, license #5390, as authorized under AS 04.11.575 and 3 AAC 304.540.

16. For such other relief as the Alcoholic Beverage Control Board considers just and proper.

Dated at Anchorage, Alaska, this 7th day of December, 2018.



Erika McConnell, Director
Alcoholic Beverage Control Board

Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING

[SOA](#) / [DCCED](#) / [CBPL](#) / [Search](#) / [Corporations](#) / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	BAKED ALASKA ALEHOUSE INC

Entity Type:

Business Corporation

Entity #:

10023730

Status:

Involuntarily Dissolved

AK Formed Date:

9/25/2014

Duration/Expiration:

Perpetual

Home State:

ALASKA

Next Biennial Report Due:

1/2/2018

Entity Mailing Address:

PO BOX 773412, EAGLE RIVER, AK 99577

Entity Physical Address:

12801 OLD GLENN HWY , EAGLE RIVER, AK 99577

Registered Agent

Agent Name:

TARA PETRICCA

Registered Mailing Address:

PO BOX 773412, EAGLE RIVER , AK 99577

Registered Physical Address:

12801 OLD GLENN HWY, EAGLE RIVER , AK 99577

Officials Show Former

AK Entity #	Name	Titles	Owned
	FRANCISCO RODRIGUEZ	Shareholder, Secretary, Vice President	49
	TARA PETRICCA	Director, Treasurer, President, Shareholder	51

Filed Documents

Date Filed	Type	Filing	Certificate
9/25/2014	Creation Filing	Click to View	Click to View
9/25/2014	Initial Report	Click to View	
2/16/2016	Biennial Report	Click to View	
9/07/2018	Admin Dissolution		Click to View

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Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING**

[INFORMATION](#)[SEARCH LICENSE DATA](#)[DATA DOWNLOADS](#)[MY LICENSE](#)

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Business Licenses](#) / [License Details](#)

LICENSE DETAILS

License #: 1060641

[Print Business License](#)

Business Name: MARCELLOS GREEK & ITALIAN RESTAURANT

Status: ACTIVE

Business Type: LLC

Issue Date: 10/05/2017

Expiration Date: 12/31/2019

Primary Line Of Business: 72 - Accommodation and Food Services

Primary NAICS: 722110 - FULL-SERVICE RESTAURANTS

Secondary Line Of Business:

Secondary NAICS:

Mailing Address: PO BOX 770215, EAGLE RIVER, AK 99577

Physical Address: 3040 MOUNTAIN VIEW DR SUITE 101, ANCHORAGE, AK 99501

Owners

FCAOLM LLC

Endorsements

No Endorsements Found

Alaska Business License #

1060641

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

MARCELLOS GREEK & ITALIAN RESTAURANT

PO BOX 770215 EAGLE RIVER AK 99577

owned by

FCAOLM LLC

is licensed by the department to conduct business for the period

October 05, 2017 through December 31, 2019

for the following line of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Anderson



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Attachment C

Department of Commerce, Community, and Economic Development

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

February 15, 2018

Francisco Rodriguez
DBA: Marcello's Greek and Italian Restaurant
VIA email: piccolinosgir@gmail.com

Re: Incomplete Application for Restaurant Eating Place License #5390 dba: Marcello's Greek and Italian Restaurant

Dear Applicant:

At this time, your application is still considered incomplete for the following reason:

- **AB-01: Transfer License Application**
 - We have not received the remainder of the Transfer Application corrections.

Because these errors in your application were not corrected by the deadline given to you in the letter dated December 1, 2017, nor after repeated attempts to correct your application, your application is being returned to you, and you will be required to reapply and pay a new application fee, per 3 AAC 304.105(e).
If you have any questions or concerns, please email them to alcohol.licensing@alaska.gov.

Respectfully,

A handwritten signature in cursive script that reads "Jacquene Drulis".

Jacquene Drulis
Occupational Licensing Examiner

Encl: Fingerprint Cards mailed to physical address



December 1, 2017

Francisco Rodriguez

DBA: Marcello's Greek and Italian Restaurant

VIA email: piccolinosgir@gmail.com

Re: Incomplete Application for Restaurant Eating Place License #5390 dba: Marcello's Greek and Italian Restaurant

Dear Applicant:

I have received and reviewed your liquor license application. At this time, your application is considered incomplete. Please make the following necessary changes and/or submit the required documents in order for your application to be deemed complete:

- **AB-01: Transfer License Application**

- Page 1- This portion is for the Transferor, the current licensee.
 - Please correct the Licensee to say, Baked Alaska Alehouse, Inc.
 - Please correct the License # to say, 5390.
 - The statutory reference was left blank. Please correct it to say, AS 04.11.100.
 - Please correct the Premises Address to say, 3048 Mountain View Dr. Suite 102 & 104.
 - Please correct the City to say, Anchorage
 - Please correct the Zip Code
 - Please correct the Local Governing Body to say, Municipality of Anchorage.
- Page 2
 - Please correct the Community Council to say, Mountain View.
 - Please correct the Premises Address to say, 3048 Mountain View Dr. Suite 102 & 104.
- Pages 2, 3, and 4- On page 3, you indicated that the applicant is a Sole Proprietor and an Entity; however, on page 4, you provided an Entity #: 10023730- Baked Alaska Alehouse, INC. Furthermore, the Agreement of Sale and Purchase refers to FCAOLM LLC. Please clarify which licensee is applying for the Transfer. If FCAOLM LLC is applying for the Transfer, please correct the Licensee field on every form to say, FCAOLM LLC.
 - Please note that once this clarification is determined, there may be additional corrections needed.
- Page 5, Section 6- Please correct this section to say:
-Francisco Rodriguez, Restaurant Eating Place, Piccolino's, License #4965 in Wasilla, AK
- Page 6- This section is for the current licensee with controlling interest. Our system shows Tara Petricca as having 51% ownership. Tara Petricca must sign as the Transferor.

- **AB-02: Premises Diagram**

- Page 1
 - Depending on the clarification needed for the Licensee, the Licensee portion may need to be corrected.
 - The License # was left blank. Please correct it to say, 5390.
- Page 2- Please follow the directions at the top of the page and submit a new Detailed Premises Diagram.

- **AB-03: Restaurant Designation Permit**
 - Page 1- Depending on the clarification needed for the Licensee, the Licensee portion may need to be corrected.
 - Page 1- The License # was left blank. Please correct it to say, 5390.
 - Page 3- Please provide a detailed floor plan that meets the requirements listed in Form AB-02 **and** clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of the permit application.
 - Page 4- Please initial the 3 spaces provided for initials.
 - Menu- Please include a menu, or expected menu, listing the meals to be offered to patrons.

- **Public Notice Requirements**
 - Depending on if the Licensee is supposed to be FCAOLM LLC, and because of other errors listed below, the Public Notice Requirements will need to be redone.
 - **AB-07: Posting Affidavit**
 - Depending on the clarification needed for the Licensee, the Licensee portion may need to be corrected.
 - Repost copies of your application on the premises and at a second conspicuous location for ten (10) days, then complete and submit a new copy of this form. Make sure to include the Start and End Date, and the other conspicuous location.
 - Please note- the other conspicuous location cannot be on the licensed premises; it must be at a conspicuous location in the area of the proposed premises.
 - **Publisher's Affidavit**
 - There was no Publisher's Affidavit submitted with your application. Please submit the Publisher's Affidavit.

- **AB-08a: Authorization of Records Release**
 - Page 1-
 - Depending on the clarification needed for the Licensee, the Licensee portion may need to be corrected.
 - The License # was left blank. Please correct it to say, 5390.
 - Please include the Zip Code.
 - Page 2- Please initial the spaces provided for initials.

- **AB-09: Statement of Financial Interest**
 - Depending on the clarification needed for the Licensee, the Licensee portion may need to be corrected.
 - The EIN field was left blank. Please fill in this portion.

- **AB-11: Creditors Affidavit**
 - This portion is for the Transferor, the current licensee.
 - Please correct the Licensee to say, Baked Alaska Alehouse, Inc.
 - The License # was left blank. Please correct it to say, 5390.
 - Please correct the portion for, "Doing Business As" to say, Baked Alaska Alehouse.
 - The EIN field was left blank. Please fill in this portion.
 - In Section 2, if there are no debts or taxes owed, please write "None" in the first field.
 - In Section 3, please initial the space provided for initials.
 - This document will need to be re-signed and notarized by the Transferor with controlling interest.

- **Entity Documents**
 - Depending on the clarification needed for the Licensee, you may need to submit the Articles of Organization, the Certificate of the Organization, and the Operating Agreement for the LLC, per 3 AAC 304.105(7)(A).

- **Proof of Right, Title, or Interest**
 - I see that an Agreement of Sale and Purchase was submitted; however, a legal description of the proposed business location and proof that the applicant has a lease, rental contract or recorded property deed to the land and real property wherein and whereon the business will be conducted must accompany the application. The applicant must furnish specific information for premises location. The actual physical location is to include directions, street address and if no actual address, a detailed location map.

- **Fingerprints**
 - Please submit new copies of fingerprint cards for Francisco Rodriguez. AMCO requires new fingerprint cards every 5 years, and Francisco Rodriguez's fingerprints were last submitted in 2012.
 - Fingerprint Fees of \$47 will need to be submitted with the fingerprint cards.

Please submit all documents to complete your application within thirty (30) days from the date of this notice. If, after 30 days, your application is still incomplete due to any of the above listed reasons, your application will be returned to you in the manner in which it was received, and you will be required to reapply, per 3 AAC 304.105(e).

Completed documents (with the exception of fingerprint cards or payments) may be scanned and emailed, and questions or concerns may be sent to alcohol.licensing@alaska.gov.

Thank you for your immediate diligence toward completing your application.

Respectfully,



Jacquene Drulis

Occupational Licensing Examiner



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

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

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

Section 1 – Transferor Information

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

Licensee:	Francisco Rodriguez		License #:		
License Type:	Restaurant/Eating		Statutory Reference:		
Doing Business As:	Baked Alaska Alehouse				
Premises Address:	12801 Old Glenn Highway				
City:	Eagle River	State:	Alaska	ZIP:	99577
Local Governing Body:	Eagle River				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	1022008
Board Meeting Date:		License Years:	
Issue Date:		BRE:	



Attachment C

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

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

Licensee:	Francisco Rodriguez				
Doing Business As:	Marcello's Greek and Italian Restaurant				
Premises Address:	12801 Old Glenn Hwy				
City:	Eagle River	State:	Alaska	ZIP:	99577
Community Council:	Eagle River				

Mailing Address:	PO Box 770215				
City:	Eagle River	State:	Alaska	ZIP:	99577

Designated Licensee:	Francisco Rodriguez		
Contact Phone:	907-406-3688	Business Phone:	907-277-1111
Contact Email:	picoelinosgir@gmail.com		

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

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

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

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



Attachment C

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

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

This individual is an: applicant affiliate

Name:	Francisco Rodriguez				
Address:	12801 Old Glenn Hwy				
City:	Eagle River	State:	Alaska	ZIP:	99577

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

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

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

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

Entity Official:	Francisco Rodriguez				
Title(s):	Owner	Phone:	907-406-3688	% Owned:	100
Address:	12801 Old Glenn Hwy				
City:	Eagle River	State:	Alaska	ZIP:	99577



Attachment C

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amcc>

Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10023730	AK Formed Date:		Home State:	AK
Registered Agent:	Francisco Rodriguez	Agent's Phone:	907-406-3688		
Agent's Mailing Address:	PO Box 770215				
City:	Eagle River	State:	Alaska	ZIP:	99577

Residency of Agent:

Yes No

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





Attachment C

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Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Francisco Rodriguez, Owner, Piccolinos Wasilla
which will now be named Marcello's.

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

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





Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

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

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

Signature of transferor

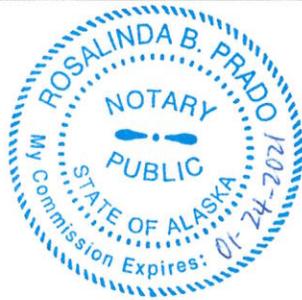
Francisco Rodriguez

Printed name of transferor

Subscribed and sworn to before me this 11th day of OCTOBER, 2017.

Rosalinda B Prado

Signature of Notary Public



Notary Public in and for the State of ALASKA

My commission expires: 01-24-2021

Signature of transferor

Francisco Rodriguez

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____.





Attachment C

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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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



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



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



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



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



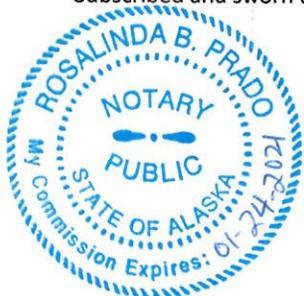
As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Francisco Rodriguez

Printed name

Subscribed and sworn to before me this 11th day of OCTOBER, 2017.



Rosalinda B Prado
Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 01-24-2021





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

What is this form?

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

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

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

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 - Establishment Information

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

Licensee:	Francisco Rodriguez	License Number:	
License Type:	Restaurant / Eating place		
Doing Business As:	Marcello's Greek and Italian Restaurant		
Premises Address:	3048 Mountain View Drive		
City:	Anchorage	State:	AK ZIP: 99508





Attachment C

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

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

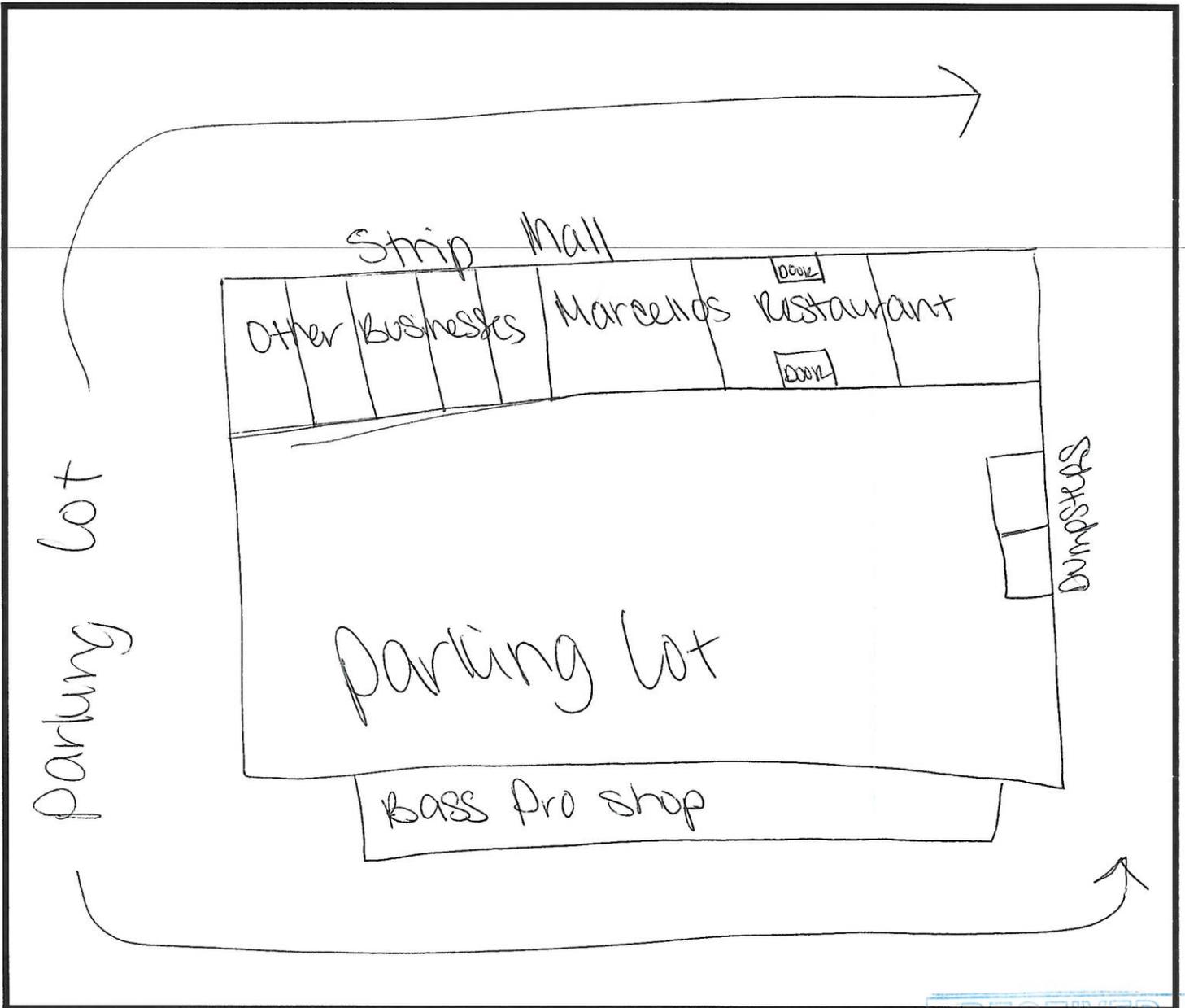
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



Attachment C

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Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Francisco Rodriguez				
License Type:	Restaurant/Eating	License Number:			
Doing Business As:	Marcello's Greek and Italian Restaurant				
Premises Address:	3048 Mountain View Drive				
City:	Anchorage	State:	AK	ZIP:	99508
Contact Name:	Pancho Rodriguez	Contact Phone:	907-277-1111		

Section 2 – Type of Designation Requested

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

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

OFFICE USE ONLY					
Issue Date:		Transaction #:		BRE:	

[Form AB-03] (rev 10/10/2016)

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OCT 27 2017

Page 1 of 5

ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA



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Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Additional Information

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

Monday - Thursday + Sunday - 11:00am - 01:00pm
Friday + Saturday - 11:00am - 10:00pm

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

Yes No

If "Yes", describe the entertainment offered or available:

[Empty box for describing entertainment]

Food and beverage service offered or anticipated is:

table service buffet service counter service other

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

[Empty box for describing food and beverage service]

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

Yes No

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes No



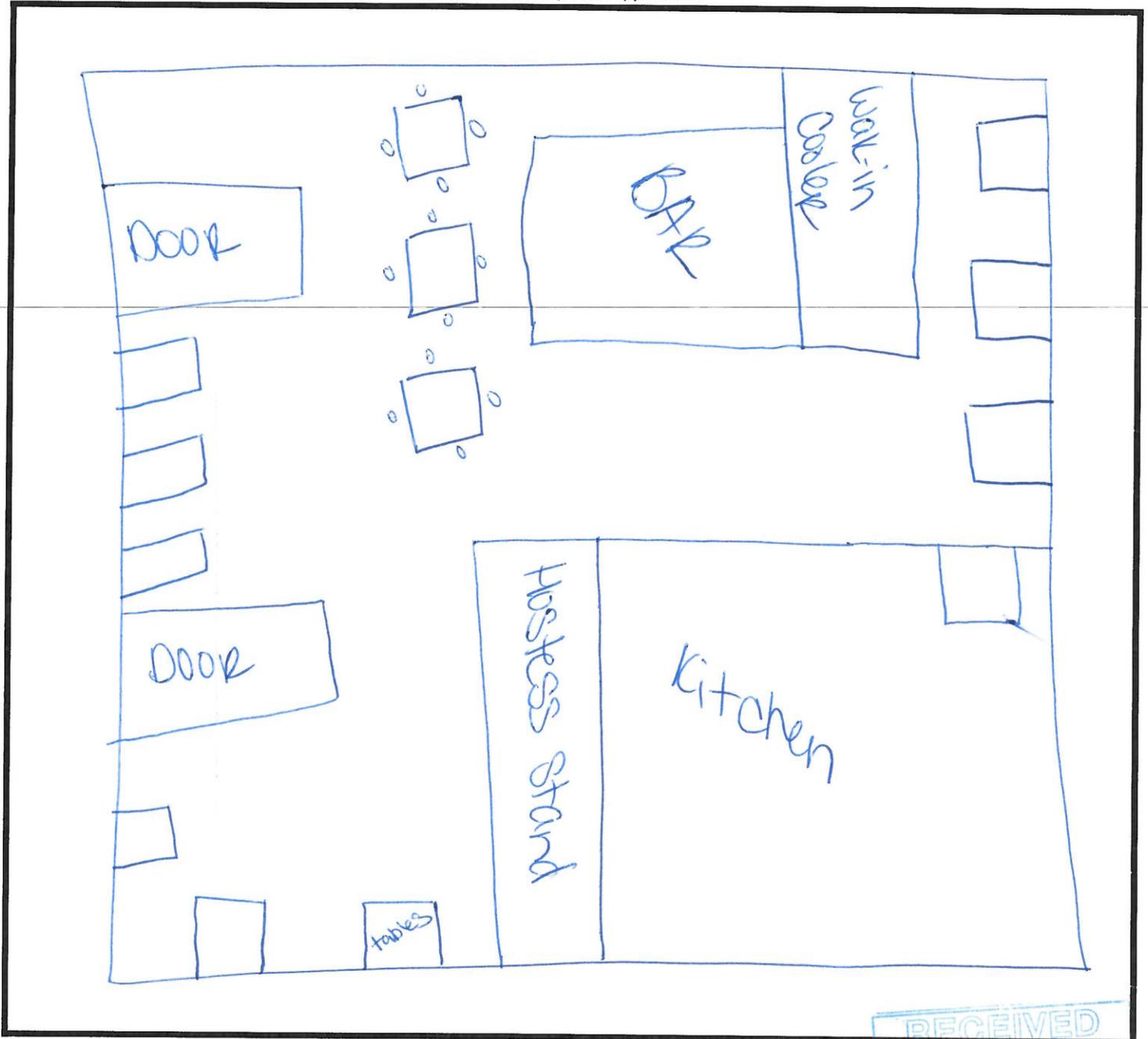


Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Certifications and Approvals

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

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

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

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

Signature of licensee

Francisco Rodriguez

Printed name of licensee

Signature of Notary Public

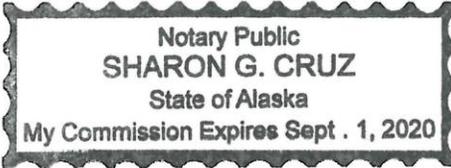
Sharon Cruz

Notary Public in and for the State of

ALASKA

My commission expires:

09/01/2020



Subscribed and sworn to before me this

27th

day of

OCTOBER

, 20

17

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

Approved

Disapproved

Signature of local government official

Date

Printed name of local government official

Title





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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Approved Disapproved

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:





Alaska Alcoholic Beverage Control Board

Form AB-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 - Establishment Information

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

Licensee:	Francisco Rodriguez			
License Type:	Restaurant / Eating Place			
Doing Business As:	Marcello's Greek and Italian Restaurant			
Premises Address:	3048 Mountain View Drive			
City:	Anchorage	State:	AK	ZIP: 99508

Section 2 - Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 10/17/17 End Date: 10/27/17

Other conspicuous location: Next to hotess stand.

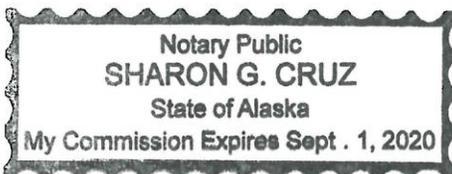
I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Francisco Rodriguez
Printed name of licensee

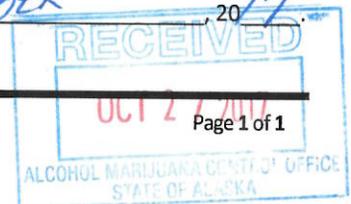
[Signature]
Signature of Notary Public

Notary Public in and for the State of ALASKA



My commission expires: 09/01/2020

Subscribed and sworn to before me this 27th day of OCTOBER, 2017





Attachment C

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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the **applicant** and the applicant's **spouse**.
- If the applicant is a **corporation**, this form must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, this form must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, this form must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

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

Section 1 - Establishment Information

Enter information for licensed establishment.

Licensee:	Francisco Rodriguez		
License Type:	Restaurant/Eating Place	License Number:	
Doing Business As:	Marcello's Greek and Italian Restaurant		
Premises Address:	3048 Mountain View Drive		
City:	Anchorage	State:	AK ZIP:

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Francisco Rodriguez
Title:	owner/operator
Date of Birth:	5/20/1969





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Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I **have been convicted** of one or more of the above offenses, and I **have attached a written explanation** that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

Signature of licensee/affiliate

Francisco Rodriguez

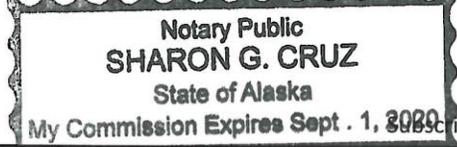
Printed name of licensee/affiliate

Sharon Cruz

Signature of Notary Public

Notary Public in and for the State of

ALASKA



My commission expires:

09/01/2020

Subscribed and sworn to before me this *20th* day of *October*, 20*17*.



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Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 - Establishment Information

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

Licensee:	Francisco Rodriguez		
License Type:	Restaurant/Eating	EIN:	
Doing Business As:	Marcello's Greek and Italian Restaurant		
Premises Address:	3048 Mountain View Drive		
City:	Anchorage	State:	AK ZIP: 99508

Section 2 - Certifications

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

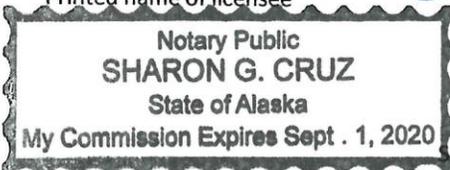
Francisco Rodriguez

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 09/01/2020



Subscribed and sworn to before me this 27th day of OCTOBER, 2017.



Attachment C

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



Alaska Alcoholic Beverage Control Board Form AB-11: Creditors Affidavit

What is this form?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's main office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 – Transferor Information

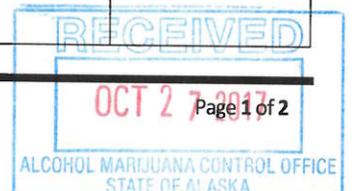
Enter information for the **current** licensee and licensed establishment.

Licensee:	Francisco Rodriguez	License Number:	
License Type:	Restaurant/Eating Place		
Doing Business As:	Marcellos Greek and Italian Restaurant		
Premises Address:	3048 Mountain View Dr		
City:	Anchorage	State:	Alaska
		ZIP:	99508
Federal Tax ID # / EIN:			

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed





Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

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

Signature of transferor

Francisco Rodriguez

Printed name of transferor

Signature of Notary Public

Notary Public in and for the State of

ALASKA

My commission expires:

09/01/2020

Subscribed and sworn to before me this

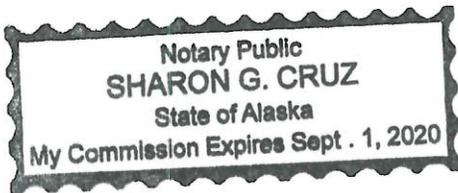
27th

day of

OCTOBER

, 20

17



AGREEMENT OF SALE AND PURCHASE

Agreement of Sale and Purchase (the "Agreement") made and effective this 5th day of Oct, 2017, by and between Baked Alaska Alehouse Inc. ("Seller"), and FCAOLM LLC ("Buyer").

Recitals:

- A. Seller owns and operates "Baked Alaska Alehouse Inc.", a restaurant operating within the Municipality of Anchorage, at 3048 Mountain View Drive, Anchorage, Alaska, together with furnishings, fixtures, equipment, personal property and inventory thereof ("the Business Assets"); and
- B. Buyer desires to purchase the Business Assets from Seller, and Seller desires to sell Business Assets to Buyer on the terms and conditions described below; and

Now, Therefore, Buyer hereby offers to purchase, on the terms of this Agreement, all of each respective Seller's right, title and interest in and to the Business Assets:

1. Purchase Price and Terms. Subject to the terms and conditions contained herein, the purchase price of the Business Assets and shall be [REDACTED] (the "Purchase Price"). The Purchase Price shall be paid as described in Paragraph 1.2.

1.1 Down Payment. [REDACTED] shall be required of Buyer. [REDACTED] payable to Glen Square LLC.

1.2 Equipment Lease: Buyer will continue to pay the Equipment lease that he is currently a 50% guarantor an attempt to transfer in current company name. Balance is [REDACTED]

1.3 Remainder of the Purchase Price. Payment for the Purchase Price shall be in accordance with the terms and conditions as follows:

- A. Promissory note in the amount of [REDACTED] to (Francisco Rodriguez) Exhibit 1 The term of the promissory note will be 1 year (12 monthly payments) per amortization payment schedule with the loan amortized over 2 years for the note and a final balloon payment of [REDACTED] (Francisco Rodriguez), with Ten percent (10%) interest.



B. A [REDACTED] Check made out to Tara Petricca

C. The Promissory note in the amount of [REDACTED] to (Tara Petricca) Exhibit 2. The term of the promissory note will be 4 months with Eight percent (8%) interest.

1.4 Allocation of the Purchase Price. The Purchase Price will be allocated to the Business Assets as follows:

FF & E - [REDACTED]

1.5 Security of the Purchase Price. Payment of the Purchase Price shall be secured by a Form UCC-1 financing statement against the Business Assets, including all accessions.

2. Sale of Business Assets. Seller agrees to sell, and Buyer agrees to purchase, all of Seller's right, title and ownership interest the Business Assets and all of its furniture, fixtures, equipment and other personal property, including, the following:

a. Furniture, Fixtures & Equipment All chattels, personally, machinery, equipment, furniture, fixtures, tools, computers & software, handling equipment, together with all accessories thereto and all other items of personal property related to the Baked Alaska Alehouse business, or used in connection, or on the premises of said business, including, but not limited to, all items of personal property in possession of suppliers, customers and public warehouses (the "FF & E"). The parties shall jointly complete a final inventory of the FF & E on the date of closing. Seller shall maintain current inventory lists of the FF & E until the date of closing.

3. Excluded Assets. Excluded from this sale and purchase are all of Seller's deposits, bank accounts, cash and cash equivalents, short-term investments, accounts receivable and notes receivable generated by the Baked Alaska Alehouse business prior to the closing date of this transaction.

4. Allocation of Purchase Price. Buyer and Seller agree to file federal Form 8594, Asset Acquisition Statement under Section 1060 of the U.S. Internal Revenue Code, and all other Tax Returns (including amended Tax Returns and claims for refund) in a manner consistent with the requirements of U.S. Tax Code Section 1060 and based on the fair market value of the Business Assets and and other assets as determined by arm's length negotiations between the parties.

5. Representations of Sellers. Seller warrants, represents and covenants as



332

follows:

- 5.1 This Agreement constitutes a valid and binding Agreement in accordance with its terms.
- 5.2 Seller has good and marketable title to the assets to be sold and conveyed to Buyer. Seller has full right to sell said assets to Buyer and has not entered into any other contract of sale or other transfer or encumbrance relating to the sale of the assets to be sold.
- 5.3 With regard to the Business Assets to be sold hereunder:
 - a. Seller owns and has good and marketable legal and beneficial title to the Business Assets, free and clear of all liens and encumbrances, and
 - b. The Business Assets shall be transferred to Buyer by an Assignment or Bill of Sale together with such other assignments, bills of sale, or instruments of conveyance, certificates of officers, and other documents as reasonably may be requested by the Buyer to consummate this Agreement and the transactions contemplated hereby, including, if required, necessary consents of third parties.
- 5.4 All the documents executed by the Seller which are to be delivered to the Buyer at closing will be legal, valid, and binding obligations of the Seller; will be sufficient to convey title to the Buyer as agreed herein; and do not now, and at the closing will not, violate any provisions of any agreement to which Seller is a party or is otherwise subject to.

6. Representations of Buyers. Buyer warrants and represents as follows:

- 6.1 This Agreement constitutes a valid and binding Agreement in accordance with its terms.
- 6.2 Buyer shall pay, provide for and be solely responsible for all accounts payable, warranty claims or any other liabilities of the Business of any kind incurred from and after the Closing Date of this transaction.

7. Representations and Warranties True at Closing. All representations and warranties of the parties set forth in this Agreement are true and correct as of the Closing Date, as if made on that date, and shall survive the closing of this transaction. If, prior to the Closing Date, either party shall discover that there exists or has occurred any condition which would make untrue any representation or warranty herein made by such party, the party so discovering shall provide prompt notice of the existence or occurrence of such



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condition to the other party; the existence or occurrence of such condition of its obligations hereunder.

8. Accounting Adjustments. The operation of the Business Assets and related income and expenses up to the close of business on the day before the Closing Date shall be for the account of the Seller and thereafter for the account of the Buyer. Settlement of any items of expense or income which become apparent only after the Closing Date shall be made by the parties, in good faith, on an on-going basis after the Closing Date.

10 Closing. Closing of this transaction shall take place at the other location mutually agreed upon by the parties after all contingencies have been satisfied or waived (the "Closing Date"). The parties agree to take all necessary and appropriate action required to close this transaction by Oct 04, 2017 or sooner.

10.1 At Closing Buyer shall tender to Seller an executed promissory note; Seller will tender to Buyer a bill of sale for the Business Assets in substantially the form of Exhibit 3.

11. Closing Costs and Transaction Expenses.

11.1 Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this agreement and any other contemplated transaction documents, including all fees and expenses of agents, representatives, counsel, and accountants.

11.2 Seller has Not been paid and needs to be prorated as of Oct 2 the business personal property taxes, if any, due to the Municipality of Anchorage 2017 tax year assessed on the Business Assets. Any business personal property taxes due shall be prorated between Seller and Buyer as of the Closing Date based on the latest available tax rate and assessed valuation.

12. Real Estate Brokers Commission. Neither the Seller nor the Buyer has engaged any Broker in this transaction.

13. Conditions to Closing. The obligations of Seller and Buyer to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions:

13.1 General Conditions Precedent. All obligations of either party are expressly conditioned upon and subject to the other party's performance, observance and completion of each and every term and condition required to be performed, observed or completed by said party in this Agreement.



13.2 Conditions to Obligations of the Buyers. The obligations of the Buyer to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, in addition to any other conditions stated herein:

- a. The representations and warranties of the Sellers contained herein and in any document delivered in connection herewith shall, as of the Closing Date, be true and correct in all material respects.
- b. The covenants and agreements of the Seller contained in this Agreement to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects and Sellers are not otherwise in material default in performance of their obligations under this Agreement.
- c. The Buyer shall have received on the Closing Date the conveyance documents required hereunder.

14. Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, in addition to any other conditions herein stated:

- a. The representations and warranties of Buyer contained herein and in any document delivered in connection herewith shall, as of the Closing Date, be true and correct in all material respects.
- b. The covenants and agreements of Buyer contained in this Agreement to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects and the Buyer is not otherwise in material default in performance of its obligations under this Agreement.
- c. ~~The Seller shall have received on the Closing Date a secured promissory note in the amount of the Purchase Price as well as any other document required to be delivered by Buyer to Seller at the Closing of this transaction, dated on the Closing Date and validly executed by or on behalf of said Buyer.~~

15. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and shall be deemed duly given if delivered personally or sent by registered mail (with adequate postage prepaid) to the address set forth below with respect of each party or at such other address as such party designates in writing:



Buyers:

FCAOLM LLC
PO Box 770215
Eagle River, AK 99577

Seller:

Baked Alaska Alehouse Inc.
PO Box 773412
Eagle River, Alaska, 99577

16. **Time is of the Essence.** Time is of the essence in this transaction,
17. **Disclosure of Representation.** The parties consent to, acknowledge, and mutually represent as follows:
- 17.1 That this Agreement, and its attached Exhibits and other documents prepared for the purpose of closing this transaction, are the result of arm's-length negotiations between the parties hereto.
- 17.2 That the parties and their respective legal and tax counsel have each had an opportunity to review this instrument, and its attached exhibits and other documents prepared for the purpose of closing this transaction, and are fully apprised of the tax and legal consequences of closing this transaction in accordance with the terms and conditions herein agreed upon.
- 17.3 By reason of the foregoing, any rule of construction that an instrument should be construed strictly against the draftsman thereof shall not apply in any construction of this Agreement, nor of any instrument attached as an Exhibit hereto, or otherwise executed by the parties in connection with a closing of this transaction.
18. **Other Instruments; Cooperation.**
- 18.1 **Instruments.** The parties each agree to execute and deliver such further and additional documentation as may be necessary or appropriate to carry out the transactions contemplated by this Agreement, and any such documentation shall be in a form and of content mutually approved by the parties.
- 18.2 **Cooperation.** The parties shall each use their best efforts to cause the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof. The parties specifically agree to fully cooperate in taking all reasonable actions necessary to obtain all consents from any federal, state or local governmental entities, to obtain all consents, approvals and authorizations from other persons and to effect all filings, applications, registrations and notifications that the parties hereto deem necessary or desirable to consummate the transactions contemplated hereby.



19. **Risk of Loss.** The risk of loss, damage, or destruction to the Business Assets to be conveyed to the Buyer under this Agreement shall be borne by the Seller until the Closing Date, and thereafter by the Buyer.

20. **Default and Termination.** In addition to any other right of termination or default provided for above:

20.1 **Seller's Default.** If Seller defaults in its obligations hereunder, Buyer agrees to provide Seller with written notice of such default, specifying the nature of such default. Seller shall have Ten (10) days from receipt of such notice to cure such default. In the event Seller fails to so cure such default, and provided that Buyer has fully performed its obligations hereunder, Buyer may, in its discretion, elect to terminate this Agreement thereupon this Agreement shall become null and void and of no further force and effect and Buyer shall thereupon be released from all liabilities or obligations hereunder.

20.2 **Buyer's Default.** If Buyer defaults in its obligations hereunder, Seller agrees to provide Buyer with written notice of such default, specifying the nature of such default. Buyer shall have Ten (10) days from receipt of such notice to cure a default. In the event Buyer fails to cure the default, and provided that Seller has fully performed its obligations hereunder, Seller may, in its discretion, elect to terminate this Agreement thereupon this Agreement shall become null and void and of no further force and effect and Buyer shall thereupon be released from all liabilities or obligations hereunder.

20.3 **No Fault.** If, through no fault of either party, this transaction still fails to close on the Closing Date provided for above, then, absent agreement to the contrary, the this Agreement shall become null and void and of no further force or effect.

20.4 **Mutual Consent.** This Agreement may be terminated prior to the Closing Date by mutual consent of Buyer and Seller.

21. **Miscellaneous.**

21.1 This Agreement may not be amended or modified in any respect, except by an instrument in writing executed by both Seller and Buyer.

21.2 This Agreement shall be construed in accordance with, and governed by, the laws of Alaska. Any action, suit or proceeding arising out of or relating to this Agreement shall be brought in Superior Court for the Third Judicial District at Anchorage and each of the parties to this Agreement hereby irrevocably submits to the jurisdiction and venue of such court for



the purpose of any such action, suit or proceeding.

21.4 Words used in this Agreement which import one gender shall apply to any gender when appropriate, and any words which import the singular or plural shall be applied to the other when appropriate.

22. Entire Agreement. The parties hereto represent, acknowledge, and agree that in entering into this Agreement, or any other document executed in connection with a closing of this transaction, they have not relied upon any promises, representations, warranties, or statements of any kind or nature whatsoever, made by any party hereto, officer, director, or agent of said party or by any other person on behalf of said party, which is not expressly as set forth in this Agreement and the other documents executed in connection with a closing of this transaction. This Agreement and the other documents executed in connection with a closing of this transaction constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all prior oral or written agreements and undertakings between the parties hereto concerning the subject matters hereof.

Wherefore, the parties have executed this agreement effective as of the date first above written.

Baked Alaska Alehouse Inc.

By: Tara Petricca
Tara Petricca, President

FCAOLM LLC

By: Francisco Rodriguez
Francisco Rodriguez, Owner



On the 10 day of Oct, 2017
personally appeared before me
Francisco Rodriguez
proven to me to be the person(s) who
signed the above document.

Blesilda Emperor
Notary Public in and for Alaska
My Commission Expires 4/18/2018



399

EXHIBIT 1

PROMISSORY NOTE

\$38,800

Anchorage, Alaska

Oct 5, 2017

FOR VALUE RECEIVED, the undersigned Borrower, FCAOLM LLC, whose address is PO Box 770215 Eagle River, Alaska 99577, promises and agrees to pay to the order of Francisco Rodriguez, or its assigns, the principal sum of [REDACTED]

[REDACTED] The principal balance of this Note shall bear interest at the rate of ten (10%) per annum, from the date of this note. All principal and interest shall be payable at PO Box 770215 Eagle River, Alaska 99577, or at such other place as the holder hereof may designate in writing, in monthly installments of [REDACTED]

The first monthly payment is due on the first day of the first month following the date of execution of this promissory note, with payments continuing for a total of twelve (12) total months. The Final Balloon payment of [REDACTED]

There shall be no penalty for prepayment.

The undersigned, whether principal, surety, guarantor, endorser, or other party hereto, agrees to be jointly and severally bound; severally waives any exemption right against said debt; waives presentment, demand, notice of non-payment, and protest and notice of protest; expressly agrees that this Note or any payment hereunder may be extended from time to time; and consents to the acceptance of further security, including other types of security, all without in any way affecting the liability of the undersigned.

Payment of this Note is secured by a deed of trust as well as a Form UCC-1 granting a security interest in the assets purchased by Borrower from Baked Alaska Alehouse Inc, under a Purchase/Sale Agreement.

This Note, and the execution, delivery and performance hereof, are governed by the laws of the State of Alaska.

Borrower: FCAOLM, LLC

By: [Signature]
Francisco Rodriguez, President

Dated: 10-10-17

PAYMENT OF THIS NOTE IS PERSONALLY GUARANTEED BY Francisco Rodriguez



[Signature]

I, Francisco Rodriquez, personally guarantee payment and performance of this promissory note.

ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Francisco Rodriguez of FCAOLM LLC. and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same on behalf of the company, under proper authority, as well as in her personal capacity, and as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 10th day of Oct, 2017.



Blesilda G. Empirian
Notary Public in and for the state of Alaska
My commission expires: 4/18/2018



[Handwritten initials]

EXHIBIT 2

PROMISSORY NOTE

\$29,682

Anchorage, Alaska
Oct 5, 2017

FOR VALUE RECEIVED, the undersigned Borrower, FCAOLM LLC, whose address is PO Box 770215 Eagle River, Alaska 99577, promises and agrees to pay to the order of Tara Petricca or its assigns, the principal sum of [REDACTED]

The principal balance of this Note shall bear interest at the rate of ten (8%) per annum, from the date of this note. All principal and interest shall be payable on Feb 4th 2018 at PO Box 773412 Eagle River, Alaska 99577,

There shall be no penalty for prepayment.

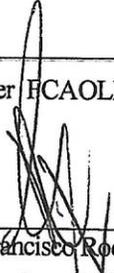
If default be made in the payment of this Note, the entire remaining principal and interest amount shall become a reduction of the Personal Promissory note per the divorce of [REDACTED]. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If default be made in the payment of this Note when and as due and this Note is placed in the hands of an attorney for collection, or if any suit or action is instituted to collect this Note or any part thereof, the undersigned promises and agrees to pay, in addition to the costs and disbursements provided by statute, full reasonable, actual attorney fees.

The undersigned, whether principal, surety, guarantor, endorser, or other party hereto, agrees to be jointly and severally bound; severally waives any exemption right against said debt; waives presentment, demand, notice of non-payment, and protest and notice of protest; expressly agrees that this Note or any payment hereunder may be extended from time to time; and consents to the acceptance of further security, including other types of security, all without in any way affecting the liability of the undersigned.

This Note, and the execution, delivery and performance hereof, are governed by the laws of the State of Alaska.

Borrower FCAOLM, LLC

By: 
Francisco Rodriguez, President

Dated: 10-10-17

PAYMENT OF THIS NOTE IS PERSONALLY GUARANTEED BY Francisco Rodriguez



EXHIBIT 3

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, Baked Alaska Alehouse Inc, "Seller" hereafter, hereby sells, transfers and conveys to FCAOLM LLC, "Buyer" hereafter, all of her interest in and to the property described in attached Exhibit A, herein referred to as the "sale property".

Buyer acknowledges that the sale property is sold "as is" and "where is." Buyer acknowledges that Seller is making no guaranty, warranty or representation, express or implied, as to the kind, size, quality, description, or condition of any of the sale property or its fitness for any use or purpose. Buyer agrees that it has had full opportunity to inspect and evaluate the sale property prior to the sale. Buyer agrees that it has not relied upon any representations of Seller to induce Buyer to purchase the sale property.

IN WITNESS WHEREOF, Seller has executed this instrument this 5th day of Oct, 2017.

Seller: Baked Alaska Alehouse Inc.

Tara Petricca, President

Tara Petricca

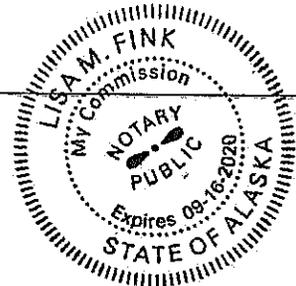
ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Tara Petricca, who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 5th day of Sept, 2017.

Notary Public in and for Alaska
My commission expires: 9/16/20



Handwritten initials/signature

Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional
Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	BAKED ALASKA ALEHOUSE INC

ENTITY DETAILS

Entity Type: Business Corporation
Entity #: 10023730
Status: Good Standing
AK Formed Date: 9/25/2014
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018 [File Biennial Report](#)
Entity Mailing Address: PO BOX 773412, EAGLE RIVER, AK 99577
Entity Physical Address: 12801 OLD GLENN HWY , EAGLE RIVER, AK 99577

REGISTERED AGENT

Agent Name: TARA PETRICCA
Registered Mailing Address: PO BOX 773412, EAGLE RIVER , AK 99577
Registered Physical Address: 12801 OLD GLENN HWY, EAGLE RIVER , AK 99577

OFFICIALS

AK Entity #	Name	Titles	Owned
	FRANCISCO RODRIGUEZ	Shareholder, Secretary, Vice President	49
	TARA PETRICCA	Director, Treasurer, President, Shareholder	51

Show Former

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
9/25/2014	Creation Filing	Click to View	Click to View
9/25/2014	Initial Report	Click to View	
2/16/2016	Biennial Report	Click to View	

Juneau Mailing Address

P.O. Box 110806
Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770

Phone Numbers

Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address

550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
FAX: (907) 269-8156

FORMAT FOR ADVERTISING
Transfer of ownership and/or location

Applicants must advertise one (1) day each week for three (3) consecutive weeks in a newspaper that is generally circulated in the vicinity of the premises; or if by radio, two (2) times each week for three (3) consecutive weeks. A newspaper notice of an application must be by display advertisement measuring a minimum of one column inch by three inches. Provide this form to the newspaper or radio station.

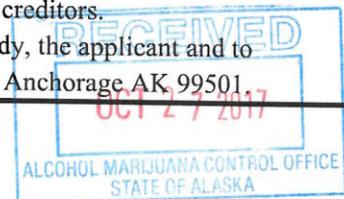
Under 3 AAC 304.125(e) Premises that are located within the Municipality of Anchorage, the City & Borough of Juneau, and the Fairbanks North Star Borough, the ad must be in a newspaper ONLY (no radio).

This public notice is required for all applicants within 60 days immediately prior to filing with the ABC Board.

REGULAR TRANSFER	
(Current licensee(s)) Francisco Rodriguez	d/b/a <u>Baked Alaska Alehouse</u> (Name of Establishment)
located at <u>30418 Mountain View Drive, Anchorage, Alaska, 99508</u> (Premises Address and City)	
is applying for transfer of a <u>accommodation + food service</u> AS 04.11._____ (Type of License) (Statute Reference)	
liquor license to <u>Francisco Rodriguez (Same owner)</u> (New Licensee(s))	
d/b/a <u>Marcello's Greek and Italian Restaurant</u> (Only if Different)	
located at <u>SAME</u> (Only if Different)	
Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501.	

~ OR ~

TRANSFER WITH SECURITY AGREEMENT	
_____ (Present licensee(s))	, d/b/a _____ (Name of Establishment)
located at _____ (Premises Address and City)	
is applying for transfer of a _____ AS 04.11._____ (Type of License) (Statute Reference)	
liquor license to _____ (New Licensee(s))	
d/b/a _____ (Only if Different)	
located at _____ (Only if Different)	
The transferor/lessor retains a security interest in the liquor license which is the subject of this conveyance under the terms of AS 04.11.360 (4)(B); AS 04.11.670 and 3 AAC 304.107 and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.	
Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501.	





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

May 8, 2018

FCAOLM LLC
DBA: Marcello's Greek Italian Restaurant
Via Mail:
PO Box 770215
Eagle River, AK 99577

Re: Incomplete Transfer Application for License #5390 DBA Marcello's Greek Italian Restaurant

Dear Applicant:

I have received and reviewed your application for a liquor license transfer. At this time, your application is still considered incomplete. I am returning your application as you have yet to respond to our incomplete letter dated April 27, 2018, per 3 AAC 304.105(e).

If you wish to still transfer this liquor license, you will be required to reapply from the beginning and provide new fees. No further corrections may be made to this application.

Questions or concerns may be sent to alcohol.licensing@alaska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "TJ Zielinski".

TJ Zielinski
Occupational Licensing Examiner



April 27, 2018

FCAOLM LLC

Via email: piccolinosgir@gmail.com

Re: Incomplete Transfer Application for License #5390 DBA Marcello's Greek Italian Restaurant

Dear Applicant:

I have received and reviewed your application for renewal of your liquor license. At this time, your application is considered incomplete. Please make the following necessary changes and/or submit the required documents in order for your application to be deemed complete:

- **Form AB-01: Transfer License Application:**
 - Page 1, Section 1 – Transferor Information:
 - Please list information for the current licensee in this section.
 - The License Type should be listed as Restaurant/Eating Place
 - A typo is present in the Doing Business As field (Alehou, Inc instead of Alehouse).
 - Page 3, Section 5 – Entity Ownership Information:
 - The title listed for Francisco Rodriguez (Owner) does not match what has been listed for his title with the Alaska Division of Corporations, Business and Professional Licensing (CBPL). Please review your CBPL information to determine if the information listed is accurate and correct your application as necessary. For a LLC, information in this section is required for each Member with ownership interest of 10% or more, and each Manager of the LLC. You can search CBPL at <https://www.commerce.alaska.gov/cbp/main/search/entities>.
 - Page 7, Section 9 – Transferee Certifications:
 - Two copies of Page 7 were included in your application, indicating that both Francisco Rodriguez and Tara Petricca are the transferees. Please verify if this is accurate.
- **Form AB-02: Premises Diagram**
 - Page 2, Section 2: Premises Diagram:
 - No dimensions, cross-streets, or points of reference (such as the direction of true north) have been listed on your diagram.
 - Page 3 and 4:
 - The licensed premises has not been outlined in red, and this diagram is for a different location than the licensed premises.
 - Page 5, Exhibit A:
 - The licensed premises has not been outlined in red, and a different suite number (101) is listed.
 - Page 6:
 - The licensed premises has not been outlined in red.
- **Form AB-07: Public Notice Posting Affidavit**
 - Section 2 – Certification:
 - Please specify the address of the Carrs that a copy of Form AB-01 was posted at.
- **Publisher's Affidavit:**
 - The premises address listed in the advertisement does not list suite numbers.

- The full business name of the transferee was not listed (Marcello's versus Marcello's Greek Italian Restaurant).
- Please run a corrected advertisement one time and provide a new affidavit from the publisher.
- **Form AB-08a: Authorization of Records Release**
 - Page 1, Section 2 – Individual Information:
 - The title listed for Francisco Rodriguez does not match what has been reported to CBPL.
 - Page 2, Section 3 – Certifications and Approvals:
 - You have certified that you have been convicted of one or more of the offenses, but have not attached a written explanation including the type of the offense(s) and why it would be in the public interest for the ABC Board to approve you as a licensee.
- **Form AB-09: Statement of Financial Interest**
 - Page 1, Section 1 – Establishment Information:
 - The Employer Identification Number (EIN) listed is not valid. An EIN contains nine digits.
- **Form AB-11: Creditors Affidavit**
 - Page 1, Section 1 – Transferor Information:
 - Information in this section must be completed for the current licensee.
 - Page 2, Section 3 – Transferor Certifications:
 - A box in this section requiring signed initials of the transferor has been left blank.
- **Entity Documents**
 - Please provide a copy of the following documents:
 - The LLC's Certificate of Organization
 - The Operating Agreement for FCAOLM LLC. You have provided an Operating Agreement of Francisco E Rodriguez.
- **Lease or Deed:**
 - The lease that was provided with your application is between JL Glenn Square, LLC (Landlord) and Baked Alaska Alehouse, Inc. (Tenant). Please provide a copy of a lease or deed that shows FCAOLM LLC as having right, title to, or interest in the land and building(s) at the location of the business to be licensed, with a post-dated effective date.
- **Form AB-03: Restaurant Designation Permit Application**
 - Page 3, Section 4 – Detailed Floor Plan:
 - No dimensions, cross-streets, or points of reference (such as the direction of true north) have been listed on your diagram.
 - Please indicate the proposed designated and undesignated areas of the licensed business for the purposes of this permit application.
 - Page 4, Section 5 – Certifications and Approvals:
 - Initials signed in this section must be hand-written.
- **Fingerprint card for Francisco Rodriguez:**
 - The fingerprint card submitted for Francisco Rodriguez has the last name listed as "Ridriguez". Please provide a corrected fingerprint card.

To make corrections, use the attached application and make your changes to the copy. You may then scan and email it back to the address below, or mail or drop it off to our office.

Please submit all documents to complete your application within seven (7) days from the date of this notice. If, after seven days, your application is still incomplete due to any of the above listed reasons, your application will be returned to you in the manner in which it was received, per 3 AAC 304.105(e).

Completed documents may be scanned and emailed, and any questions or concerns may be sent to alcohol.licensing@alaska.gov.

Thank you for your diligence toward completing your application.

Respectfully,



TJ Zielinski
Occupational Licensing Examiner



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

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

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

Section 1 – Transferor Information

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

Licensee:	FCAOLM LLC	License #:	5390
License Type:	Restaurant / Eating	Statutory Reference:	AS04.11.100
Doing Business As:	Baked Alaska Alehous, Inc		
Premises Address:	3048 Mountain View Dr Suite 102 & 104.		
City:	Anchorage	State:	Ak
		ZIP:	99508
Local Governing Body:	Municipality of Anchorage		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	64059
Board Meeting Date:		License Years:	2017-2018
Issue Date:		BRE:	TJZ





Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 2 – Transferee Information

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

Licensee:	FCAOLM LLC				
Doing Business As:	Marcello's Greek Italian Restaurant				
Premises Address:	3048 Mountain View Dr Suite 102 & 104				
City:	Anchorage	State:	Ak	ZIP:	99508
Community Council:	Mountain View				
Mailing Address:	P.O Box 770215				
City:	Eagle River	State:	AK	ZIP:	99577
Designated Licensee:	Francisco Rodriguez				
Contact Phone:	907-406-3688	Business Phone:	907-277-1111		
Contact Email:	piccolinosgir@gmail.com				

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

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

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

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





Alaska Alcoholic Beverage Control Board

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

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

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

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

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

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

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

Entity Official:	Francisco Rodriguez				
Title(s):	Owner	Phone:	907-406-3688	% Owned:	100
Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	Ak	ZIP:	99508





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Attachment D

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

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

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

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

DOC Entity #:	10040619	AK Formed Date:	08/12/2016	Home State:	AK
Registered Agent:	Francisco Rodriguez		Agent's Phone:	907-406-3688	
Agent's Mailing Address:	P.O Box 770215				
City:	Eagle River	State:	AK	ZIP:	99577

Residency of Agent: Yes No

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





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Francisco Rodriguez, Restaurant Eating Place, Piccolino's, License #4965 in Wasilla, Ak.

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

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

[Empty box for disclosure]





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

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

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

Signature of transferor

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

Signature of transferor

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____



Marcello's Anchorage



Attachment D

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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

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

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

Signature of transferor

Francisco Rodriguez

Printed name of transferor

Baked Alaska license transfer only.

Subscribed and sworn to before me this 22 day of Jan, 2018.



Dawn M Hoxie

Signature of Notary Public

Notary Public in and for the State of alaska

My commission expires: 2/14/18

Signature of transferor

Tara L Petricca

Printed name of transferor

Baked Alaska license transfer only.

Subscribed and sworn to before me this 23 day of January, 2018.



Dawn M Hoxie

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 2/14/18



Baked Alaska Alehouse license transfer only **58**

RECEIVED
MAR 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

K

Marcello's Anchorage

Attachment D

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



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

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

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

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

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

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

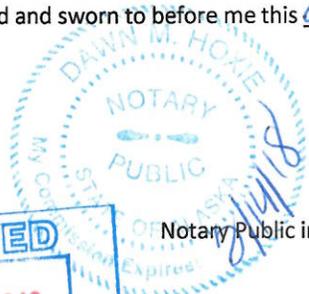
As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Tara L Petricca
Signature of transferee

Based Alaska license transfer only

Tara L Petricca
Printed name

Subscribed and sworn to before me this 23 day of January, 2018.



Dawn M Hoxie
Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 2/14/18

Based Alaska license transfer only **60**



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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



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



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



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



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



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

Signature of transferee

[Handwritten Signature]
Francisco E. Rodriguez
Printed name

Subscribed and sworn to before me this 23rd day of FEBRUARY, 2018.



[Handwritten Signature]
Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 01-09-2021





Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

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

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

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

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

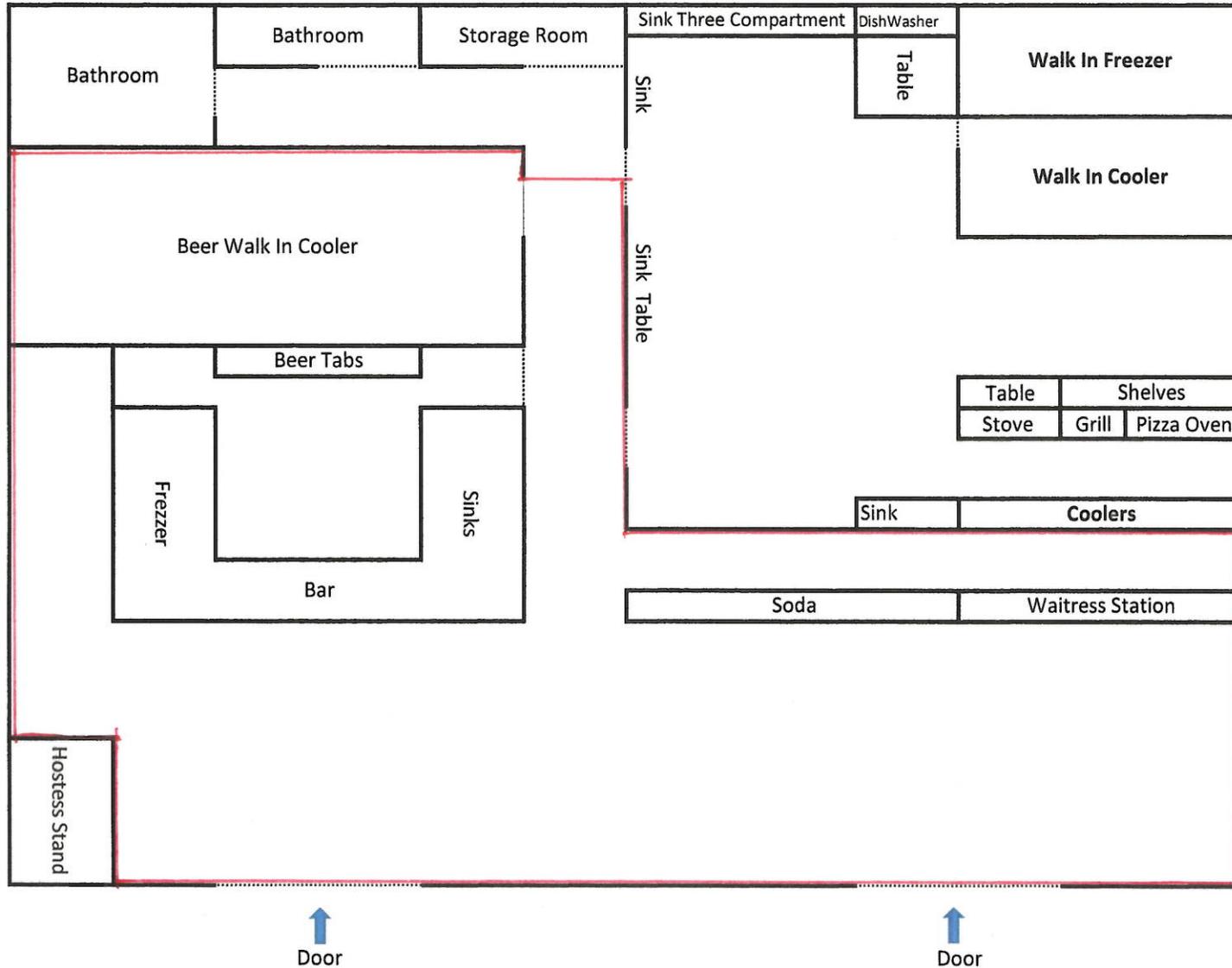
Section 1 – Establishment Information

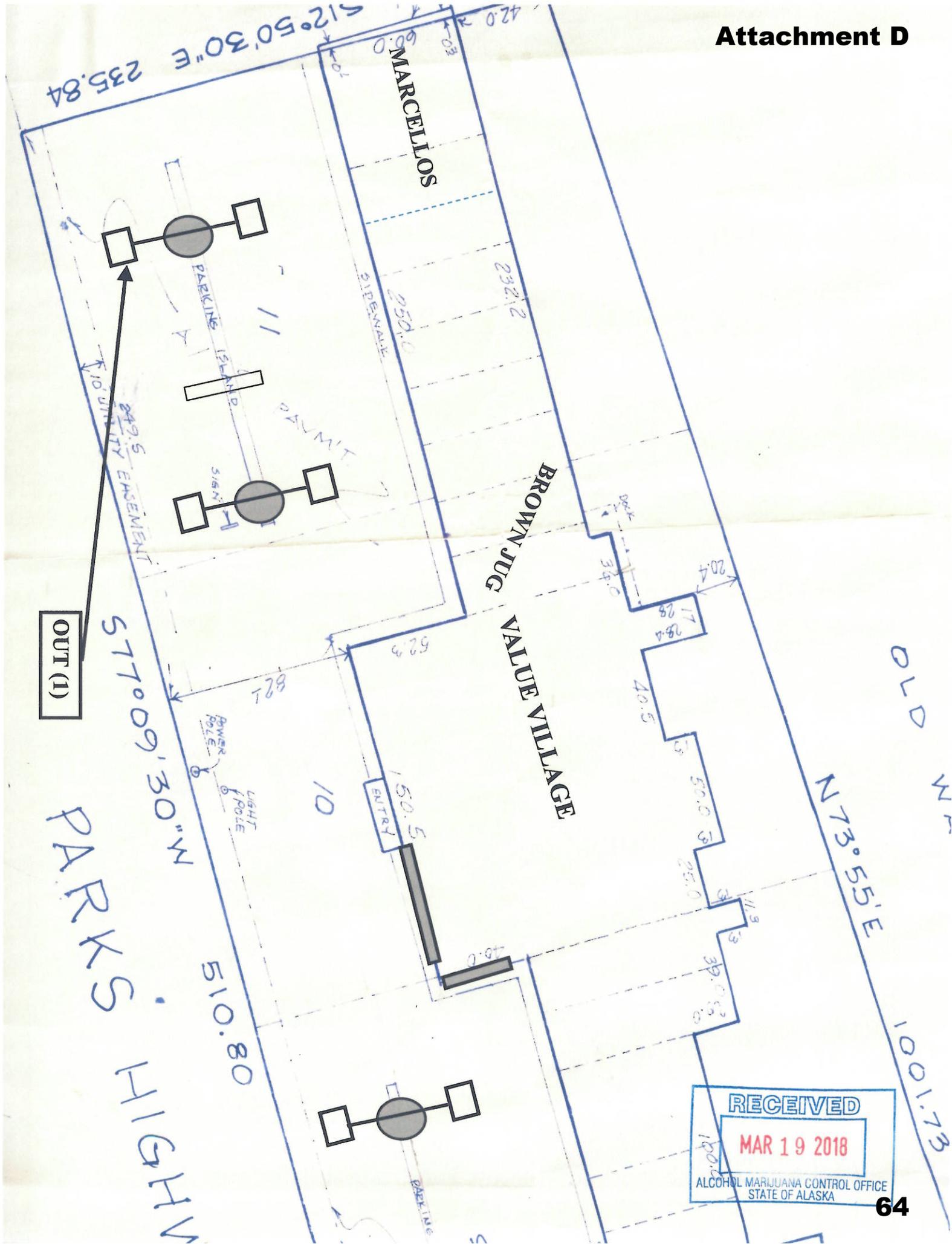
Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	FCAOLM LLC	License Number:	5390
License Type:	Restaurant / Eating Place		
Doing Business As:	Marcello's Greek & Italian Restaurant		
Premises Address:	3048 Mountain View Dr. Suite 102 & 104		
City:	Anchorage	State:	AK
		ZIP:	99508



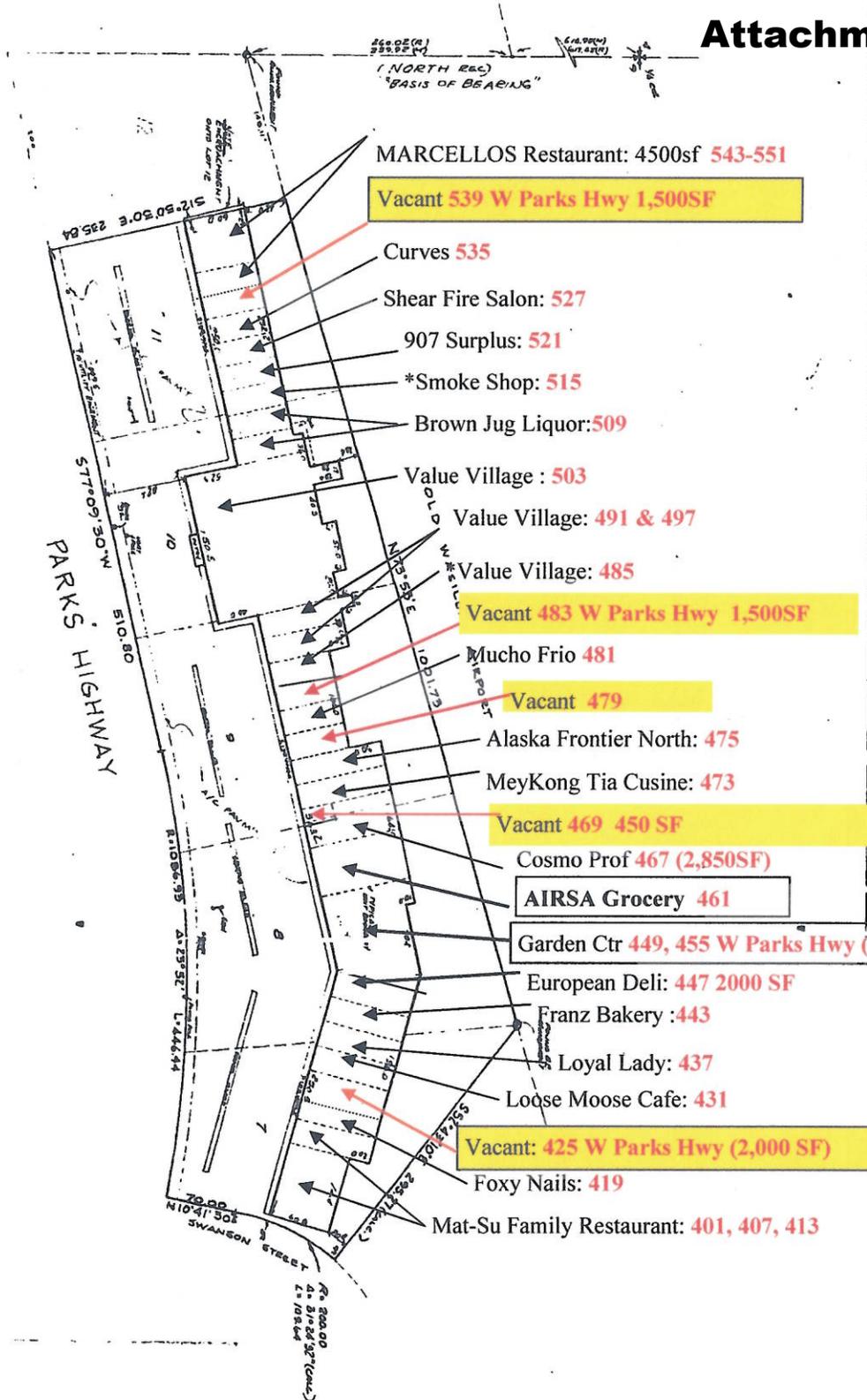
Marcello's Restaurant





OUT (1)

RECEIVED
 MAR 19 2018
 ALCOHOL MARIJUANA CONTROL OFFICE
 STATE OF ALASKA



MARCELLOS Restaurant: 4500sf 543-551
Vacant 539 W Parks Hwy 1,500SF

Curves 535

Shear Fire Salon: 527

907 Surplus: 521

*Smoke Shop: 515

Brown Jug Liquor: 509

Value Village : 503

Value Village: 491 & 497

Value Village: 485

Vacant 483 W Parks Hwy 1,500SF

Mucho Frio 481

Vacant 479

Alaska Frontier North: 475

MeyKong Tia Cuisine: 473

Vacant 469 450 SF

Cosmo Prof 467 (2,850SF)

AIRSA Grocery 461

Garden Ctr 449, 455 W Parks Hwy (7,550 SF)

European Deli: 447 2000 SF

Franz Bakery :443

Loyal Lady: 437

Loose Moose Cafe: 431

Vacant: 425 W Parks Hwy (2,000 SF)

Foxy Nails: 419

Mat-Su Family Restaurant: 401, 407, 413

PARKS HIGHWAY

"NORTH BEG"
 "BASIS OF BEARING"

SWANSON STREET

AS-BUILT SURVEY
 LOT 7, 8, 9, 10 AND 11 SWIDER SUBD.
 UNIT NO. 4
 PALMER ELECTIONS DISTRICT
 ALASKA
 MAY 5, 1998 Section P-80' P.S. 161
 Ken De Gooch Land Surveying
 704 East 7th St
 Anchorage, Alaska 99501
 (907) 552-2222



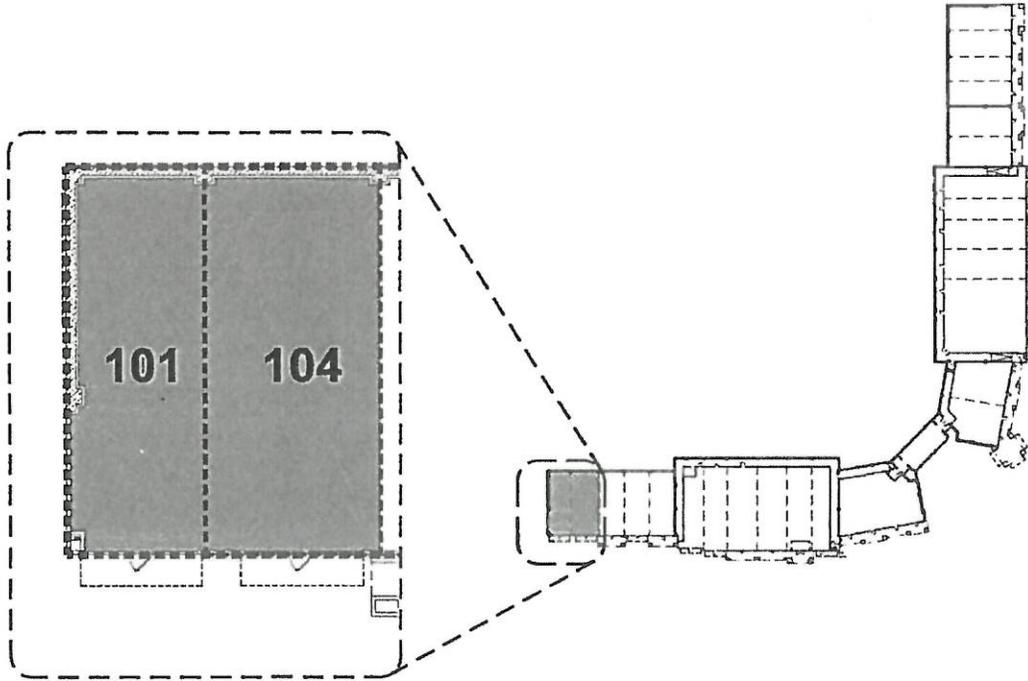


Exhibit A to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



EXHIBIT A
SITE PLAN

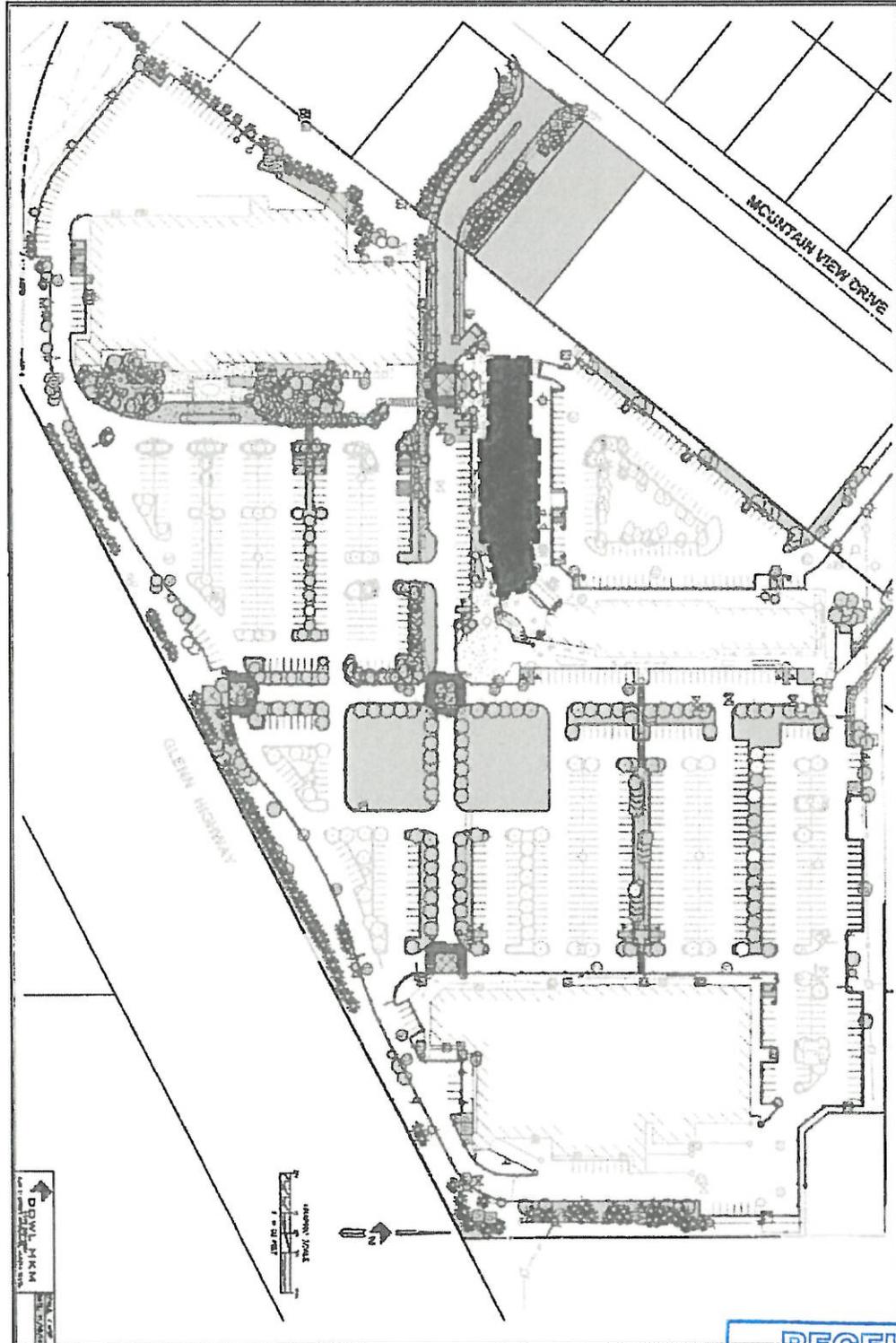
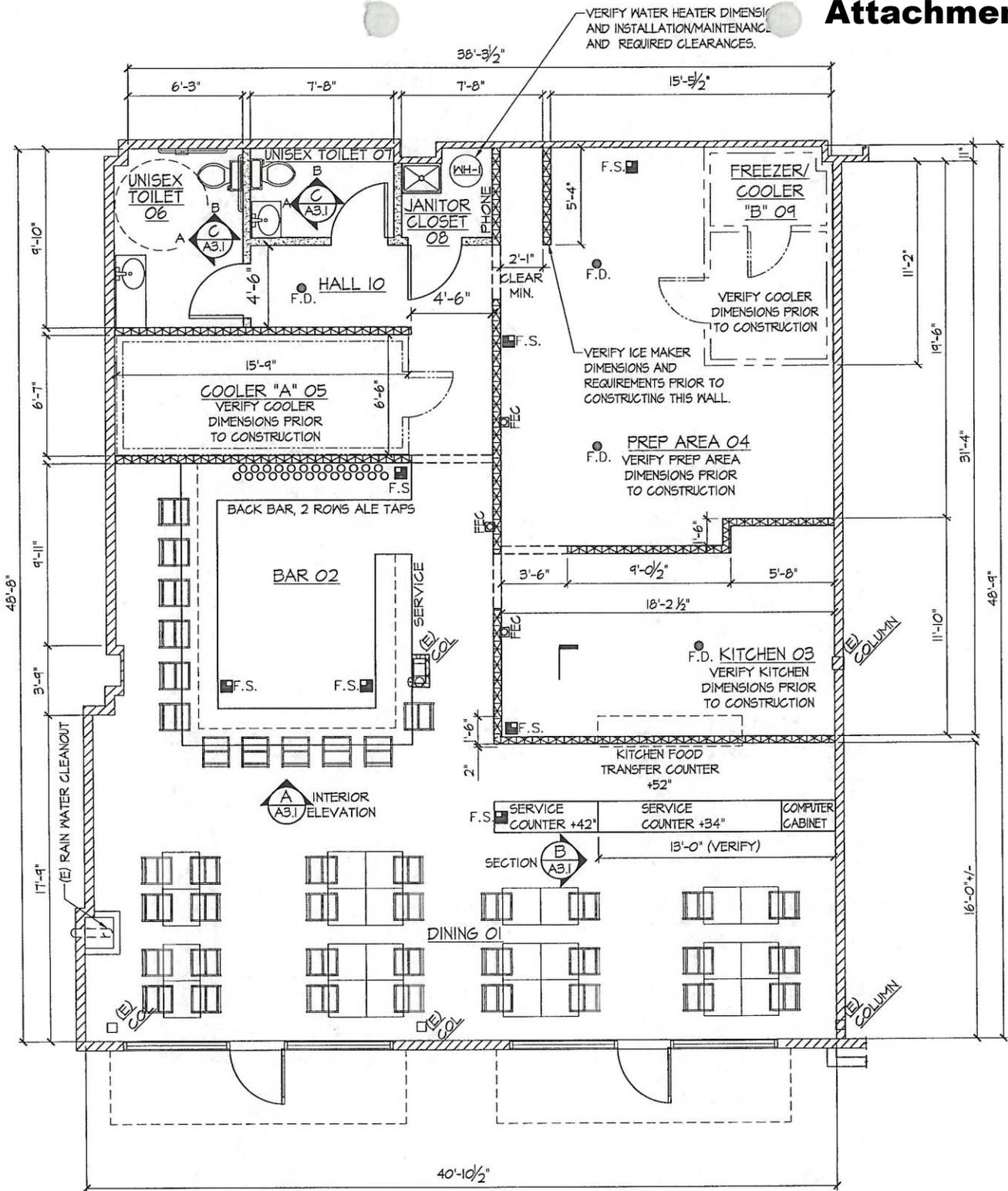


Exhibit A to Shopping Center Lease (Baked Alaska Alehouse, Inc.)





FLOOR PLAN

SCALE 1/4" = 1'-0" (22"x34" PRINT)

LEGEND

- EXISTING FULL HEIGHT PERIMETER WALLS
- NEW FULL HEIGHT SEPARATION WALLS (TO ROOF DECK)
- NEW LOW CEILING HEIGHT SEPARATION WALLS (+/- 9'-0" AFF)
- HEADER AT 9'-0" +/-
- FIRE EXTINGUISHER CABINET
- FLOOR DRAIN
- FLOOR SINK





Alaska Alcoholic Beverage Control Board

Form AB-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the Form AB-00 (new licenses) or Form AB-01 (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 - Establishment Information

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

Licensee:	FCAOLM LLC				
License Type:	Restarurant / Eating Place				
Doing Business As:	Marcello's Greek And Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 02/01/2018 End Date: 02/12/2018

Other conspicuous location: CARRS

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

Signature of licensee

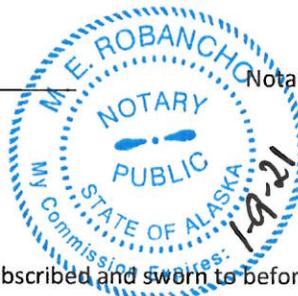
Francisco Rodriguez

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires 01-09-2021



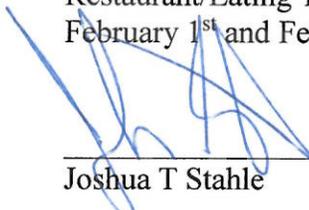
Subscribed and sworn to before me this 23rd day of FEBRUARY, 2018.

Wick Communications
731 I Street Suite 102
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777

Liquor License Transfer
Baked Alaska Alehouse Inc.
D/B/A Baked Alaska Alehouse
located at 3048 Mt. View Drive
Anchorage, AK 99501 is applying
for transfer of a Restaurant
Eating Place AS 04.11.100 liquor
license #5390 to Fcaolm LLC
D/B/A Marcello's located at
3048 Mt. View Drive Anchorage,
AK 99501.

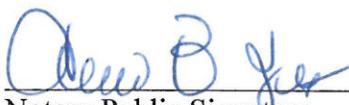
Interested persons should
submit written comment to
their local governing body,
the applicant and to
the Alcoholic Beverage Control
Board at 550 West 7th Ave. Suite
1600 Anchorage AK 99501.

I, Joshua Stahle, advertising representative for Wick Communications verify that the Restaurant/Eating Place license transfer public notice for Fcaolm LLC appeared in the February 1st and February 8th and 15th of 2018 issues of the Anchorage Press Newspaper.

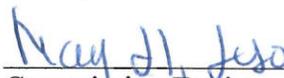


Joshua T Stahle

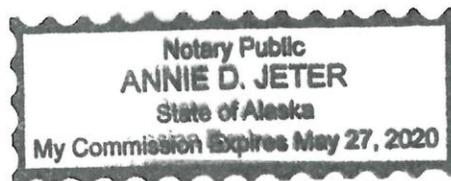
Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 16 day of February, 2018.



Notary Public Signature



Commission Expires





Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the **applicant** and the applicant's **spouse**.
- If the applicant is a **corporation**, this form must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, this form must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, this form must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

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

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	FCAOLM LLC				
License Type:	Restaurant / Eating Place	License Number:	5390		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	Ak	ZIP:	99508

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Francisco Rodriguez
Title:	Owner / Operator
Date of Birth:	██████████





Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

FR

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

FR

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

FR

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

FR

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I **have been convicted** of one or more of the above offenses, and I **have attached a written explanation** that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

FR

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

Signature of licensee/affiliate

Signature of Notary Public

Printed name of licensee/affiliate

Notary Public in and for the State of

ALASKA

My commission expires:

01-09-2021

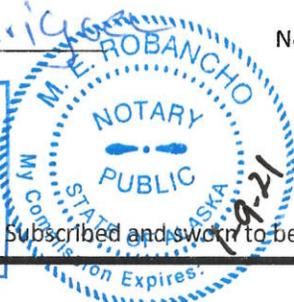
Subscribed and sworn to before me this

23rd

day of

FEBRUARY

2018





Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 - Establishment Information

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

Table with 5 rows: Licensee (FCAOLM LLC), License Type (Restaurant / Eating Place), Doing Business As (Marcello's Greek & Italian Restaurant), Premises Address (3048 Mountain View Dr. Suite 102 & 104), City (Anchorage), State (AK), ZIP (99508).

Section 2 - Certifications

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

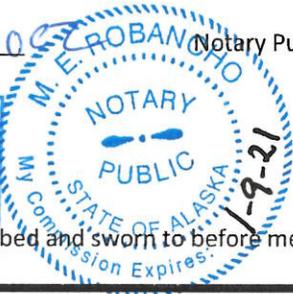
I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee (Handwritten signature)

Signature of Notary Public (Handwritten signature)

Printed name of licensee: Francisco E. Rodriguez

Notary Public in and for the State of ALASKA



My commission expires: 1-9-2021

Subscribed and sworn to before me this 23rd day of FEBRUARY, 2018



**Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit**

What is this form?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's main office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 – Transferor Information

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

Licensee:	FCAOLM	License Number:	5390		
License Type:	Restaurant / Eating Place				
Doing Business As:	Marcello's Greek And Italian Restaurant				
Premises Address:	3048 Mountain View Dr Suite 102 & 104				
City:	Anchorage	State:	Alaska	ZIP:	99508
Federal Tax ID # / EIN:	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
None	None	None





Alaska Alcoholic Beverage Control Board Form AB-11: Creditors Affidavit

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

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

Signature of transferor

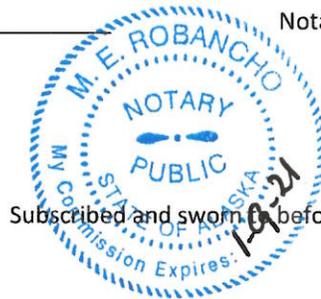
Francisco Rodriguez

Printed name of transferor

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 01-09-2021



Subscribed and sworn to before me this 23RD day of FEBRUARY, 2018.





THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

Articles of Organization
Domestic Limited Liability Company

AK Entity #: 10040619
Doc Filed: 07/12/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Web-8/12/2016 12:57:15 PM

1 - Entity Name

Legal Name: FCAOLM LLC

2 - Purpose

Full Service Restaurant

3 - NAICS Code

722110 - FULL-SERVICE RESTAURANTS

4 - Registered Agent

Name: Francisco E Rodriguez
Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 18253 Clear Falls Cir, Eagle River, AK 99577

5 - Entity Addresses

Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 551 W. Parks Hwy, Wasilla, AK 99654

6 - Management

The limited liability company is managed by its members.



7 - Officials

Name	Address	% Owned	Titles
Francisco E Rodriguez			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Francisco E Rodriguez





THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10040619
Attachment D
State of Alaska, DCCED

FOR DIVISION USE ONLY

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Limited Liability Company
Initial Biennial Report

Entity Name: FCAOLM LLC
Entity Number: 10040619
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent
Name: Francisco E Rodriguez
Physical Address: 18253 CLEAR FALLS CIR, EAGLE RIVER, AK 99577
Mailing Address: PO BOX 770215, EAGLE RIVER, AK 99577

Entity Physical Address: 551 W. PARKS HWY, WASILLA, AK 99654
Entity Mailing Address: PO BOX 770215, EAGLE RIVER, AK 99577

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Francisco E Rodriguez	PO Box 770215, Eagle River, AK 99577	100	Member

NAICS Code: 722110 - FULL-SERVICE RESTAURANTS

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Francisco E Rodriguez





THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

FOR DIVISION USE ONLY

Web-8/12/2016 12:57:15 PM

Articles of Organization

Domestic Limited Liability Company

1 - Entity Name

Legal Name: FCAOLM LLC

2 - Purpose

Full Service Restaurant

3 - NAICS Code

722110 - FULL-SERVICE RESTAURANTS

4 - Registered Agent

Name: Francisco E Rodriguez
Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 18253 Clear Falls Cir, Eagle River, AK 99577

5 - Entity Addresses

Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 551 W. Parks Hwy, Wasilla, AK 99654

6 - Management

The limited liability company is managed by its members.



7 - Officials

Name	Address	% Owned	Titles
Francisco E Rodriguez		100	Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Francisco E Rodriguez



**Operating Agreement of
Francisco E Rodriguez
A Single Member Limited Liability Company**

I. Formation.

a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Francisco E Rodriguez, a Member-managed Alaska single member limited liability company (the "Company") formed under and pursuant to Alaska law.

b. Operating Agreement Controls. To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

c. Primary Business Address. The location of the primary place of business of Francisco E Rodriguez is:

PO Box 770215, Eagle River, Alaska 99577, or such other location as shall be selected from time to time by the Member.

d. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is FCAOLM LLC. The Agent's registered office is PO Box 770215, Eagle River, Alaska 99577. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.

e. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

a. Purpose. Francisco E Rodriguez is created for the following business purpose: "FCAOLM LLC will be a Full-Service Restaurants".

b. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.

c. Duration. Francisco E Rodriguez's term shall commence upon the filing of a Certificate of Formation and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

i. The Member votes to dissolve the Company;

ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;



- iii. It becomes unlawful for either the Member or the Company to continue in business;
- iv. A judicial decree is entered that dissolves the Company; or
- v. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Member.

a. The Member. The sole member of Francisco E Rodriguez at the time of adoption of this Agreement is _____ (the "Member").

b. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Contribution shall consist of cash, solely, in the amount of \$50,000.00.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

c. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

d. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.

i. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

ii. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

iii. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.



e. Voting Power of the Members. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

f. Member's Duties. The Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Member also shall cause the Company to:

i. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

ii. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;

iii. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

iv. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;

v. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

vi. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

vii. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

ix. Allocate fairly and reasonably any overhead for shared office space;

x. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

xi. Correct any known misunderstanding regarding its separate identity;

xii. Maintain adequate capital in light of its contemplated business purposes;

xiii. Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;



- xiv. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
- xv. Not require any obligations or securities of the Member; and
- xvi. Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

g. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

h. Fiduciary Duties of the Member.

i. *Loyalty and Care.* Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.

ii. *Competition with the Company.* The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.

iii. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members or Officers. The Member shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company, but shall owe no such duties to Officers. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

iv. *Reliance on Reports.* In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more other Members, in the event that the Company has multiple Members, Officers or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.



3. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Distributions.

The Company's fiscal year shall end on the last day of December. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. The Member shall receive a percentage of the overall distribution that matches the Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has or will file with the Internal Revenue Service for treatment as a C-corporation.

VI. Officers.

a. Appointment and Titles of Officers. The Officers of the Company shall be appointed by the Member and shall consist of at least a Chairman, a Secretary and a Treasurer. The Member may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Member may appoint such other Officers and agents as the Member shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer appointed by the Member may be removed at any time, with or without cause, by the Member, or, in the event that there are multiple Members, an affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Member. Unless the Member decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Alaska law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

i. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

1. Where required or permitted by law or this Agreement to be otherwise signed and executed;

2. Where signing and execution thereof shall be expressly delegated by the Member to some other Officer or agent of the Company.

ii. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President, shall perform the duties of the Chairman, and when so acting, shall have all



the powers of and be subject to all the restrictions upon the Chairman. The President, shall perform such other duties and have such other powers as the Member may from time to time prescribe.

iii. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Member (or, in the absence of any designation, in the order of their appointment by the Member) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Member may from time to time prescribe.

iv. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend and record all the proceedings of the meetings of the Company and of the Member in a book to be kept for that purpose. The Secretary shall perform such other duties as may be prescribed by the Member or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Member (or if there be no such determination, then in order of their appointment by the Member), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Member may from time to time prescribe.

v. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall distribute the Company's profits to the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member and shall render to the Chairman and to the Member, at regular intervals or when the Member so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Member forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Alaska law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Member (or if there be no such determination, then in the order of their appointment), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Member may from time to time prescribe.



b. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VII. Dissolution.

a. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(c) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a member of the Company.

b. Winding Up. Upon the occurrence of any event specified in Section II(c), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members one or more Members selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

c. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

d. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.

e. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Member with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.



f. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

g. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law.

VIII. Exculpation and Indemnification.

a. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered



Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

e. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law.

X. General Provisions.

a. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

b. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

c. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

d. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

e. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

f. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).



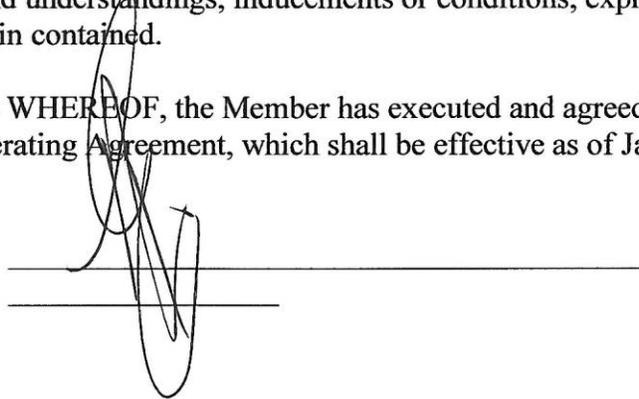
g. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.

h. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.

i. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of January 01, 2018.

Signature:

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and somewhat illegible, appearing to consist of several loops and a long tail. Below the main line, there is a shorter horizontal line that ends under the signature.

SHOPPING CENTER LEASE

BETWEEN

**JL GLENN SQUARE, LLC
("LANDLORD")**

AND

**BAKED ALASKA ALEHOUSE, INC.
("TENANT")**



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SHOPPING CENTER LEASE

This SHOPPING CENTER LEASE (this "Lease") is made this 13th day of November, 2014 (the "Effective Date"), by and between JL GLENN SQUARE, LLC, an Alaska limited liability company ("Landlord") and BAKED ALASKA ALEHOUSE, INC., an Alaska corporation ("Tenant").

1. Basic Lease Information.

1.1. "Shopping Center" means the Glenn Square Shopping Center, as identified and depicted on the site plan attached hereto as Exhibit A, located on the Real Property in Anchorage, Alaska. The "Rentable Square Footage of the Shopping Center," which consists of all of the rentable square footage in the Shopping Center, is deemed to be 182,865 rentable square feet.

1.2. "Premises" means the premises identified as Plots C1A and C2, also commonly known as Suites 101 and 104, as shown on Exhibit A attached hereto. The "Rentable Square Footage of the Premises" is deemed to be 2,081 square feet.

1.3. "Building" means the approximately 15,202 rentable square feet building on the Real Property in which the Premises are located. The rentable square footage of the Building ("Rentable Square Footage of the Building") is deemed to be 15,202 square feet. Landlord and Tenant stipulate and agree that Landlord may cause the Rentable Square Footage of the Building, the Rentable Square Footage of the Shopping Center and/or the Rentable Square Footage of the Premises to be remeasured in accordance with appropriate BOMA standards, and upon such measurement, the parties shall set forth the adjusted measurements in a written instrument executed by the parties as an addendum to this Lease, together with any corresponding adjustment to Tenant's Pro Rata Share and Base Rent.

1.4. "Real Property" means the real property legally described on Exhibit B attached hereto, located in Anchorage, Alaska.

1.5. "Base Rent": For the period beginning on the Rent Commencement Date until the Termination Date, Base Rent shall be as follows:

Period	Annual Base Rent	Monthly Base Rent
Rent Commencement Date – 11/30/2015		
12/1/2015 – 11/30/2016		
12/1/2016 – 11/30/2017		
12/1/2017 – 11/30/2018		
12/1/2018 – 11/30/2019		
12/1/2019 – 11/30/2020		
12/1/2020 – 11/30/2021		
12/1/2021 – 11/30/2022		
12/1/2022 – 11/30/2023		
12/1/2023 – 11/30/2024		

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



1.6. "Term" means a period of one hundred twenty (120) months, commencing on December 1, 2014 (the "Commencement Date") and expiring on November 30, 2024 (the "Termination Date"), unless terminated early in accordance with this Lease.

1.7 "Tenant's Pro Rata Share": As applicable; (a) 1.14% as to the Shopping Center (calculated by dividing the rentable square footage of the Premises (2,081) by the rentable square footage of the Shopping Center (182,865)), and (b) 13.69% as to the Building (calculated by dividing the rentable square footage of the Premises (2,081) by the rentable square footage of the Building (15,202)). When the term "Pro Rata Share" is used herein, the applicable percentage with respect to a particular cost or expense shall be determined by Landlord based on how such cost or expense is calculated. For example, if the costs incurred in connection with snow plow services are a Shopping Center-wide cost, Landlord shall use and Tenant shall pay, 1.14% thereof; and if the costs incurred in connection with gas utilities are a Building only expense, Landlord shall use and Tenant shall pay, 13.69% thereof.

1.8 "Tenant Allowance" means an amount not to exceed [REDACTED]

1.9 "Rent Commencement Date" means the date that is one hundred eighty (180) days after the Commencement Date.

1.10 "Security Deposit": [REDACTED] payable by Tenant on the Effective Date as the Security Deposit.

1.11 "Guarantor(s)": Tara Lynn Petricca and Francisco Eduardo Rodriguez, who shall unconditionally guarantee, jointly and severally, Tenant's payment and performance obligations under this Lease and execute the guaranty attached hereto as Exhibit E effective as of the Effective Date.

1.12 "Licensee Relationships": The parties acknowledge that Andrew Ingram and Carl D. Kuhn of Jack White Commercial (collectively, "Licensee") represented Landlord in this transaction but may provide specific assistance to Tenant. Landlord agrees to pay a brokerage commission to Licensee in accordance with the terms of a separate written commission agreement between Landlord and Licensee.

1.13 "Permitted Use": Operation of a pizzeria restaurant under the trade name Baked Alaska Alehouse, Inc., which shall be used and occupied only for the purpose of the sale of pizza and ancillary items related thereto, including without limitation, the sale of subs, gyros, burgers, salads, beer and wine.

1.14 "Notice Addresses":

Tenant:

Prior to Commencement Date: Baked Alaska Alehouse, Inc.

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



P.O. Box 773412
Eagle River, Alaska 99577

On and after the Commencement Date, notices shall be sent to Tenant at the Premises.

Landlord: JL Glenn Square, LLC
P.O. Box 202845
Anchorage, Alaska 99520-2845

Rent (defined in Section 5.1) is payable to the order of JL Glenn Square, LLC at the following address:

JL Glenn Square, LLC
P.O. Box 202845
Anchorage, Alaska 99520-2845

1.15 "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.

1.16 "Property" means the Building, the Real Property and the Shopping Center.

1.17 "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by comparable shopping centers in Anchorage, Alaska.

1.18 "Declarations" mean: (i) that certain Amended and Restated Declaration of Easement and Conditions for Commercial Tract Fragment Lot Site Plan Cases S-11433-1 and 2005-150, and Commercial Tract Fragment Lot Plat Case S-11647, recorded July 23, 2012, as Serial No. 2012-040473-0, Anchorage Recording District, Third Judicial District, State of Alaska, as amended by that certain Amendment of Declaration of Easements and Conditions For Commercial Tract Fragment Lot Site Plan Cases S-114331 and 2005-150, and Commercial Tract Fragment Lot Plat Case S-11647, recorded September 4, 2014, as Serial No. 2014-035476-0, Anchorage Recording District, Third Judicial District, State of Alaska; and (ii) that certain Declaration of Easements and Conditions dated as of May 19, 2006 and recorded on June 1, 2006 as Instrument No. 2006-035835-0 in the Anchorage Recording District, Anchorage Alaska as amended by a First Amendment to Declaration of Easements and Conditions dated as of July 16, 2012 and recorded on July 23, 2012 as Instrument No. 2012-040534-0 in the Anchorage Recording District, Anchorage Alaska and as further amended by a Second Amendment to Declaration of Easements and Conditions dated as of January 23, 2014 and recorded on February 7, 2014 as Instrument No. 2014-004635-0 in the Anchorage Recording District, Anchorage Alaska, each as may be amended from time to time.

2. **Lease Grant.** Subject to the terms and conditions of this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord. Tenant shall have the non-

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



exclusive right to use the Common Areas. "Common Areas" is defined as the common areas and facilities of the Shopping Center, including, without limitation: parking areas, driveways, sidewalks, and curbs; meter rooms outside individual stores; fencing; common area lighting, signage, sprinklers, landscaping and sewers; roofs, gutters and downspouts and the exterior of outside walls of buildings (excluding storefronts and without implying Tenant may use the roofs or outside walls). Landlord reserves the right at any time and from time to time to change or reduce or add to the Common Areas, and further, Landlord reserves to itself the exclusive right at any time to use the roof, foundation or exterior walls (other than Tenant's storefront) for placing of signs or equipment, including utility equipment, or for purpose of additional construction.

3. Possession. Landlord shall deliver the Premises to Tenant on the Commencement Date. Tenant has inspected the Premises and the Common Areas. Landlord makes no representations as to the physical condition of the Premises or the Shopping Center. The Premises are accepted by Tenant in "as is" condition and configuration, without any agreement, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements whatsoever. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Property.

4. Tenant Improvements. Landlord shall provide Tenant with the Tenant Allowance for the construction of tenant improvements (the "Tenant Improvements") in and for the Premises, which may not include furniture, fixtures or other personal property. The Tenant Improvements shall be constructed in accordance with the work letter attached as Exhibit C (the "Work Letter"). In the event the cost of the Tenant Improvements is less than the Tenant Allowance, no credit shall be given to Tenant for the difference between the actual cost and the Tenant Allowance. If the total cost of the Tenant Improvements exceeds the Tenant Allowance, Tenant shall be solely responsible for the excess costs. All of the Tenant Improvements shall be the property of Landlord upon installation and shall not be removed or altered by Tenant, except with the prior written consent of Landlord.

5. Rent; Reporting; Security Deposit.

5.1 Base Rent. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction (except as specifically provided for herein), the total amount of Base Rent and Additional Rent due for the Term. Additional Rent and Base Rent are collectively referred to as "Rent". During the Term, Tenant shall pay Landlord a fixed Base Rent as set forth in Section 1.5. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding Landlord's income taxes and the other taxes referenced as exclusions in Section 7), if any, imposed upon or measured by Rent under any Law. Base Rent shall be paid on a monthly basis and is due and payable in advance by the first (1st) day of each calendar month without notice or demand, provided that Tenant shall pay to Landlord on the Effective Date [REDACTED], which shall be applied toward the first (1st) installment of Base Rent for the first (1st) calendar month of the Term and Tenant's estimated obligations under Section 6.2 and Section 7. All other items of Rent shall be due and payable by Tenant on or before thirty (30) days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer)



reasonably acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to five percent (5%) of the past due Rent. If the Term terminates on a day other than the last day of a calendar month, the monthly Base Rent and Additional Rent shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease. Except as specifically stated otherwise herein, the parties intend the Base Rent to be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and paid by, Tenant.

5.2 Additional Rent. In addition to the Base Rent under Section 5.1 above, Tenant shall pay Landlord as additional rent ("Additional Rent") all sums, costs, expenses, taxes and other payments which Tenant assumes or agrees to pay under the provisions of this Lease. Additional Rent shall be paid to Landlord in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, except as specifically stated otherwise herein. Additional Rent shall be paid promptly when due. Except as specifically stated otherwise herein, the parties intend the Additional Rent to be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and paid by, Tenant.

5.3 Gross Sales. Within thirty (30) days after the end of each calendar quarter, Tennant shall submit to Landlord a written statement of Gross Sales rendered from the Premises for such quarter. "Gross Sales" means the amount of sales of all merchandise and/or services sold or rendered in, or from the Premises, without exception.

5.4 Security Deposit. The Security Deposit shall be delivered to Landlord on the Effective Date and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, or any portion thereof, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within forty-five (45) days after: (a) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (b) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

6. Operations, Maintenance and Utilities.

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



6.1. Tenant Obligations.

6.1.1. Maintenance and Repair; Utilities; Expenses. This Lease is “triple net,” and, except as specifically stated otherwise herein, all costs, expenses and obligations associated with the Premises during the Term shall be borne and paid by Tenant, including without limitation: all expenses and costs for maintaining, servicing, operating and repairing (including replacement) the Premises and the equipment and personal property used in conjunction therewith, including without limitation, the costs of repair and maintenance of the storefront, ceiling, floor coverings, doors, windows, interior walls, interior side of perimeter walls, lighting, glass, floor surfaces and entryways, supplies and cleaning services, janitorial services, services of independent contractors, exterior Building signage, interior signage, maintenance, repairs or replacement of any electrical, mechanical, heating, cooling, sprinkler (exclusively serving the Premises), alarm, plumbing or other systems or portions thereof (exclusively serving the Premises), security, licenses, permits and inspection fees. Tenant, at its sole cost and expense, (i) shall be solely responsible for operation of the Premises during the Term; (ii) shall operate the Premises in compliance with all applicable Laws and the Declarations; (iii) shall be responsible for obtaining any and all permits and approvals necessary for operation of the Premises during the Term; and (iv) shall be solely responsible for maintenance and repair of the Premises during the Term, except as specifically stated otherwise herein. To the extent that any costs, expenses or obligations that are Tenant’s responsibilities hereunder are paid by Landlord, Tenant shall pay Landlord the amount so paid as Additional Rent.

With respect to utilities, all applications and connections for utility services at the Premises shall be made in the name of, and paid for by, Tenant, and Tenant shall pay all utility charges as they become due, including, but not limited to, all charges for sewer, water, gas (if available), electricity, and telephone services. If Tenant receives utilities through a shared meter, Tenant will pay to Landlord Tenant’s proportionate share (based on relative square feet size and use of the Premises) of the total meter charges. In the event the Premises is not separately metered for electricity, gas, or water, Landlord shall have the right, but not the obligation, to: (i) install, at Tenant’s costs, a separate submeter serving the Premises to separately meter tenant’s electrical, gas or water usage, as applicable, if permitted by the municipality, and (ii) hire a third party to read such submeters and bill Tenant directly, and Tenant shall pay such third party, as and when billed, all charges for utility consumption based on the submeters along with a reasonable administrative fee for same. To allow for compliance with building performance benchmarking and disclosure regulations, and to facilitate implementation of sustainable improvements to the Shopping Center, Tenant shall: (a) retain copies of its “utility data”, which includes, but is not limited to, Tenant’s utility bills and invoices pertaining to Tenant’s energy, water, and trash usage at the Shopping Center during the Term of the Lease, and (b) upon request, provide Landlord with copies of such “utility data”. Tenant further agrees, upon Landlord’s request, to execute utility release forms provided by the applicable utility or municipality to expedite the data collection process.

6.1.2. Grease Traps. Tenant shall install (and maintain and replace as necessary), at Tenant’s cost and expense, grease traps within the Premises. The grease traps shall be installed and maintained in compliance with all Laws. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant’s expense.



Tenant shall restore any area in the Building or Shopping Center disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

6.1.3. Odor. Tenant agrees that it shall promptly, upon the request of Landlord, install such ventilation and other equipment as may be necessary to relieve the Premises and the adjoining and surrounding premises from any offensive odor caused by Tenant's business operation and that Tenant's failure to do so shall constitute a default hereunder. Landlord shall have all rights permitted under Law to enforce a claim for its damages, including but not limited to the right to cancel this Lease, and Tenant shall defend, indemnify and hold Landlord harmless of and from any loss, cost or expense arising out of odor or other conditions in the Premises. Tenant agrees to exercise special care in its handling of garbage, waste and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to eliminate all offensive odors.

6.1.4. Pests. Tenant agrees that it will properly store its products, regularly clean and exterminate the Premises, and take all measures necessary to prevent rodents, vermin, insects and other pests from entering the Premises and adjacent and surrounding areas. Tenant further agrees that, in the event any such pests are discovered in or about the Premises, Tenant will promptly take all necessary and appropriate measures to relieve the Premises and adjacent and surrounding areas of such pests. Tenant agrees to exercise special care in its handling of garbage, waste and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to prevent pests from entering the Premises and adjacent and surrounding areas.

6.2. Landlord's Obligations; Common Area Rent. Landlord shall maintain in good condition the structural parts of the Building which shall include the foundation, roof, exterior of the perimeter demising walls and structural components of the Building, all at its sole cost and expense, plus the Common Areas. On the first (1st) day of each month during the Term, Tenant shall pay to Landlord, as Common Area Rent, which shall be paid as Additional Rent, one-twelfth (1/12th) of Tenant's annual share of Yearly Common Area Costs, pursuant to Landlord's estimates (which may be adjusted from time to time). Tenant's annual share shall be determined by multiplying the Yearly Common Area Costs by Tenant's Pro Rata Share. Yearly Common Area Costs mean all costs and expenses incurred by Landlord during each twelve (12) month period selected by Landlord for repair, replacement, maintenance, insurance, protection and operation of the Common Areas, and for compensation to management and service personnel; plus fifteen percent (15%) of all Yearly Common Area Costs as a fixed administrative fee for Landlord. If after the end of the year, the total of the monthly payments by Tenant for the year is more or less than the annual Yearly Common Area Costs, then an adjustment shall be made with appropriate payments to or repayment (or credit to future Common Area Rent) by Landlord. The estimated Common Area Rent for the first (1st) year of the Term has been estimated to be [REDACTED] per square foot. Landlord and Tenant acknowledge that such estimate is only a projected estimate, and that costs could increase or decrease based on actual bills or assessments.

7. **Taxes and Tax Payments**. Tenant shall be solely responsible for all taxes and assessments arising against or out of operation of the Premises during the Term (including any

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holdover), including (a) all real estate taxes and other assessments on the Premises, including but not limited to assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments; and (b) all reasonable costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a), including, without limitation, any reasonable costs incurred by Landlord for compliance, review and appeal of tax liabilities (collectively, "Taxes"). Without limitation, Taxes shall not include any of Landlord's income, capital levy, franchise, capital stock, corporate, gift, estate or inheritance tax. Tenant shall not be responsible for the cost of any late fees or penalties owed by Landlord due to a late or insufficient tax payment. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid taxes, then taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained that results in higher Taxes for any year during the Term, Taxes for that year shall be restated.

On the first (1st) day of each month during the Term, Tenant shall pay to Landlord as "Tax Rent," payable as Additional Rent, one-twelfth (1/12th) of Tenant's annual share of Taxes pursuant to Landlord's estimates (which may be adjusted from time to time). If after the end of the year the total of the monthly payments by Tenant for the year is more or less than the annual Taxes actually due, then an adjustment shall be made with appropriate payments or repayments (or credit to future Tax Rent) by Landlord. Tenant's share for purposes of Tax Rent shall be Tenant's Pro Rata Share. Tenant shall pay all taxes attributable to its personal property, leasehold interests, occupancy taxes, taxes on its Rent, and other taxes imposed on tenants generally. Tenant's estimated Pro Rata Share of Taxes for the balance of the applicable calendar year during the first (1st) year of the Term is [REDACTED] per square foot of the Premises. Landlord and Tenant acknowledge that such estimate is only a projected estimate, and that costs could increase or decrease based on actual bills or assessments.

8. Compliance with Laws; Use; Exclusive Use. The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any illegal purpose or any purpose listed in Exhibit F attached hereto (the "Prohibited Uses"). Tenant shall comply with all Laws and the Declarations regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Notwithstanding anything to the contrary, Tenant is hereby expressly restricted from use of (and agrees not to use) any portion of the Premises for any purpose which would violate the Declarations or any exclusive use of another tenant of the Shopping Center as of the Effective Date, which exclusive uses are set forth on Exhibit D attached hereto. Tenant shall comply with reasonable rules and regulations governing all or a portion of the Shopping Center adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.



Tenant shall open for business and operate at all times after such opening a pizzeria restaurant operating under the trade name of Baked Alaska Alehouse, Inc. or any other trade name used by Tenant and approved by Landlord, which approval shall not be unreasonably withheld.

Landlord agrees that during the Term, but only for so long as Tenant is open for business, using the Premises for the Exclusive Use and is not otherwise in default of any provisions of the Lease, Landlord will not hereafter enter into a new lease in the Shopping Center whose principal permitted use is the retail sale of pizzas (the "Exclusive Use"). The aforementioned restriction shall not apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; (ii) any existing leases at the Shopping Center as the same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such did not previously have that right); or (iii) any portion of the Shopping Center that is not owned by Landlord as of the Effective Date; or (b) prohibit Landlord from entering into a lease for the Exclusive Use that becomes effective upon or after the expiration of this Lease. Furthermore, the rights granted herein are solely for the benefit of Tenant, and shall not be available to any successor, assignee, subtenant or transferee of Tenant. In the event of any assignment or other transfer of Baked Alaska Alehouse, Inc.'s interest under this Lease or the Premises, this paragraph shall be deemed deleted from the Lease.

9. Indemnification.

9.1. Tenant. Except to the extent caused by sole negligence or willful misconduct of Landlord or any of the Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) (defined in Section 24) and agents (the "Landlord Related Parties") harmless from and against any and all liabilities, obligations damages, penalties, claims, actions, costs, charges and expenses, including without limitation reasonable attorneys' fees and costs, which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, its members, principals, beneficiaries, partners, officers, directors, employees and agents (the "Tenant Related Parties"). The obligations of Tenant in this Section 9.1 shall survive the expiration or early termination of this Lease.

9.2. Landlord. Except to the extent caused by sole negligence or willful misconduct of Tenant or any of the Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant and the Tenant Related Parties harmless from and against any and all liabilities, obligations damages, penalties, claims, actions, costs, charges and expenses, including without limitation reasonable attorneys' fees and costs, which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with any damage or injury occurring on the Property or acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties. The obligations of Landlord in this Section 9.2 shall survive the expiration or early termination of this Lease.



9.3. No Liability. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from: (a) wind or weather; (b) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (c) the backing up of any sewer pipe or downspout; (d) the bursting, leaking or running of any tank, water closet, drain or other pipe; (e) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (f) any act or omission of any party other than Landlord or the Landlord Related Parties; and (g) any causes not reasonably within the control of Landlord. Tenant shall insure itself against such losses under Section 10 below.

10. **Insurance.** Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis and in the aggregate, minimum limits of \$3,000,000.00; (b) workers' compensation insurance as required by Alaska Law; (c) employers liability coverage of \$1,000,000.00 per person/accident/disease; (d) property insurance upon the Premises and personal property owned by Tenant ("Tenant's Property"), at full replacement value and with a deductible no greater than \$25,000.00, with coverage for perils as set forth under the Causes of Loss-Special Form; and (e) automobile liability insurance for owned, hired and non-owned automobiles, the limits of which shall not be less than \$1,000,000.00 combined single limit for each accident for bodily injury and property damage. Any company writing any of Tenant's Insurance shall have an A.M. Best Company rating of not less than A-/X. All commercial general liability insurance policies shall name Tenant as a named insured and Landlord (or any successor), Landlord's Mortgagee, JL Properties, Inc., an Alaska corporation, and their respective members, principals, beneficiaries, partners, officers, directors and employees as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees, including additional insureds, at least thirty (30) days' advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage. Except as specifically provided to the contrary, the limits of Tenant's Insurance shall not limit Tenant's liability under this Lease. Without limiting the above, Tenant shall ensure that Tenant's contractors and subcontractors have such insurance in such types and at as such coverage levels as may be reasonably required by Landlord and shall provide Landlord with evidence of the same upon request.

11. **Subrogation.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building, the Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any of the Landlord Related Parties or the negligence of Tenant or any of the Tenant Related Parties,



which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

12. Casualty Damage. In the event that either (i) the Premises, or (ii) a substantial portion of the Shopping Center are materially damaged and rendered untenable during the Term by fire or other casualty, Landlord shall have the option, upon written notice to Tenant within ninety (90) days after Landlord receives notice of the damage, to either terminate this Lease, in which case this Lease shall end on the date Tenant receives Landlord's notice, or restore the damage, in which case this Lease shall continue, and during such period of restoration there shall be a fair and equitable proportionate abatement of all Rent.

13. Condemnation. If any part of the Premises shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. If a substantial portion of the Shopping Center (including the Premises) is taken, and Landlord has not elected to restore the portions so taken, either party shall have the right to terminate this Lease. If this Lease is terminated pursuant to this Section 13, Rent shall be apportioned as of the termination date. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

14. Events of Default.

14.1. Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

14.1.1. Tenant's failure to pay when due all or any portion of Rent ("Monetary Default"), if not received by Landlord within ten (10) Business Days of written notice to Tenant.

14.1.2. After opening its business, Tenant's failure to operate the Baked Alaska Alehouse, Inc. business on the Premises ("Performance Default"), due to no fault of Landlord, for any period longer than seven (7) consecutive days, but Tenant may cure such default within five (5) days written notice to Tenant. However, notwithstanding the above, if Tenant's default creates a hazardous condition, the default must be cured as soon as reasonably possible upon notice to Tenant.

14.1.3. Tenant's failure (other than a Monetary Default or Performance Default) to comply with any term, provision or covenant of this Lease may be cured by Tenant bringing its performance into compliance with the terms, provisions and covenants of this Lease within thirty (30) days of written notice to Tenant. However, if Tenant's default cannot reasonably be cured within thirty (30) days, Tenant shall be allowed additional time as is reasonably necessary to cure the default so long as: (i) Tenant commences to cure the default within thirty (30) days, and (ii) Tenant diligently pursues a course of action that will cure the default and bring Tenant back into compliance with this Lease. However, notwithstanding the above, if Tenant's default creates a hazardous condition, the default must be cured as soon as reasonably possible upon notice to Tenant.

14.1.4. Tenant becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when



due.

14.1.5. The leasehold estate is taken by process or operation of Law.

14.2. An "Event of Landlord Default" shall be deemed to exist under this Lease if Landlord shall breach, or fail to keep, observe or perform any of the terms, conditions or covenants on the part of Landlord herein to be kept, observed and performed for more than thirty (30) days after written notice thereof is given by Tenant to Landlord specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said thirty (30) day period, if Landlord shall fail to commence the curing or remedying of such default within such thirty (30) day period and thereafter to continuously and diligently prosecute such cure or remedy to completion.

15. Remedies.

15.1. Upon any default, Landlord shall have the right without notice or demand (except as provided in Section 14.1. above) to pursue any of its rights and remedies at law or in equity, including any one or more of the following remedies:

15.1.1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and actual damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including without limitation all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including without limitation reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant; provided that Landlord shall use commercially reasonable efforts to mitigate Landlord's damages.

15.1.2. Terminate Tenant's right to possession of the Premises and, in compliance with Law, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine, provided that Landlord shall use commercially reasonable efforts to mitigate Landlord's damages. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.



15.1.3. In lieu of calculating damages under Sections 15.1.1. or 15.1.2., Landlord may elect to receive as damages the sum of (i) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (ii) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in the paragraph below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default (beyond any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus four percent (4%). For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

15.2. If an Event of Landlord Default shall occur and continue, Tenant shall be entitled to exercise every right and remedy now or hereafter available to Tenant at law or in equity, and the exercise or commencement of the exercise by Tenant of any one or more of the rights or remedies so existing at law or in equity shall not preclude the simultaneous or later exercise by Tenant of any other rights or remedies so existing; provided, notwithstanding anything to the contrary in this Lease, Tenant shall not be entitled to terminate this Lease where such termination right is limited by the express provisions of this Lease, nor shall Tenant be entitled to terminate this Lease solely due to an Event of Landlord Default that Tenant might reasonably cure by exercising any self-help remedies available to Tenant under this Lease and at a cost less than an amount equal to three (3) times the monthly installment of Base Rent in effect at the time of such default. No delay or omission of the right to exercise any power or remedy by Tenant shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance of Landlord, or as Tenant's acquiescence therein.

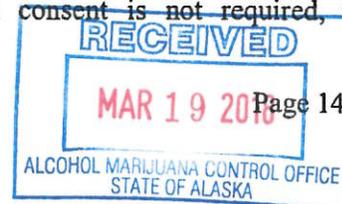
16. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PREMISES. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PREMISES FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT, AND IN NO EVENT LESS THAN THIRTY (30) DAYS AFTER WRITTEN NOTICE. IN THE EVENT LANDLORD DOES NOT CURE SUCH DEFAULT IN THE TIME PERIOD REFERENCED IN THE PRECEDING SENTENCE, LANDLORD SHALL BE



DEEMED IN DEFAULT AND TENANT SHALL BE ENTITLED TO ALL REMEDIES AVAILABLE AT LAW OR EQUITY. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING OR SHOPPING CENTER ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

17. **Liens.** Tenant shall not permit mechanic's or other liens to be placed upon the Premises, Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant. If a lien is so placed, Tenant shall, within ten (10) days of notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by Law. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including without limitation reasonable attorneys' fees (if and to the extent permitted by Law) within thirty (30) days after receipt of an invoice from Landlord.

18. **Alterations.** Tenant shall not make alterations, additions or improvements to the Premises (collectively referred to as "Alterations"), excluding those that are non-structural and decorative or interior changes that do not affect the mechanical, electrical or other systems of the Building, without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; and evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Landlord shall have a maximum of ten (10) days to review and either approve or disapprove of the plans. In the event that Landlord disapproves of the plans, Landlord shall provide Tenant with the reason(s) for withholding approval and where reasonably possible, suggest changes that would make the plans acceptable. Should Landlord fail to respond to Tenant within the ten (10) day period, Landlord's failure to respond shall deem such plans approved as submitted by Tenant to Landlord. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building and Shopping Center. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and Shopping Center and, to the extent reasonably necessary to avoid disruption to the occupants of the Building and Shopping Center, shall have the right to designate the time when Alterations may be performed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the systems or structure of the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the



performance of Cosmetic Alterations shall be subject to all the other provisions of this Section 18.

Within thirty (30) days after receipt of an invoice from Landlord, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to Landlord's actual costs for such oversight and coordinating services, provided that, in the event that Tenant manages and coordinates the Alterations, Landlord's oversight fee shall be equitably adjusted. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with Law or will be adequate for Tenant's use.

19. Quiet Enjoyment. Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant is not in default of its covenants and agreements herein beyond any applicable cure period.

20. Entry by Landlord. Landlord, its agents, contractors and representatives may enter the Premises to inspect the Premises, to clean and make repairs, alterations or additions to the Premises, to conduct or facilitate repairs, alterations or additions to any portion of the Premises, and, within two hundred seventy (270) days prior to the Termination Date, if Tenant has not exercised its Renewal Option, to show and market the Premises to prospective tenants or interested parties. Except for the foregoing, Landlord's entry at other times or for other purposes shall be with Tenant's consent, which consent shall not be unreasonably withheld. Landlord shall provide Tenant with reasonable prior notice of entry into the Premises (no less than twenty-four (24) hours unless in the event of an emergency), which may be given orally. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent, provided that Landlord uses best efforts not to permit such access to interfere with the business operations of Tenant on the Premises. Except in case of emergency and except with respect to Landlord's right to show and market the Premises, Tenant reserves the right to reasonably limit the amount of time Landlord may enter the Premises during Tenant's key sales times and Landlord agrees to work with Tenant to establish a time when Landlord can make such repairs, additions, improvements, changes or alterations to the Premises.

21. Assignment and Subletting.

21.1. Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (a) the proposed transferee's financial condition does not meet the criteria Landlord uses to select tenants having similar leasehold obligations; (b) the proposed transferee's business is not suitable for the Building considering the Permitted Use and any of the exclusive rights of existing tenants in the Shopping Center as depicted on Exhibit D attached hereto; (c) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (d) any portion of the Building, Premises or Shopping Center

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



would likely become subject to additional or different Laws as a consequence of the proposed Transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Section 21.1 shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease.

21.2. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within ten (10) days of its receipt of the required information and documentation, either consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing, stating the reasons consent is withheld. Any such consent shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) in connection with Landlord's review of any requested Transfer, in an amount not to exceed Five Hundred Dollars (\$500.00).

21.3. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess).

21.4. If Tenant is a corporation, limited liability company, partnership or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (excepting by merger or consolidation with Tenant), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant (or Tenant's parent company) is an entity whose outstanding stock is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed.

22. Surrender Upon Termination. Upon the expiration or sooner termination of the Term, Tenant shall peaceably vacate the Premises and the Premises, including furniture, fixtures and equipment (excluding trade fixtures), shall be returned to Landlord by Tenant in the same condition as on the Commencement Date, normal wear and tear excepted, and except as provided otherwise in this Lease. Unless Landlord and Tenant have otherwise agreed in writing, Tenant shall remove from the Premises Tenant's Property and any other items of personal property brought on to the Premises by Tenant during the Term within thirty (30) days of such expiration or termination, such removal to be accomplished without damage to the Premises. Any such property remaining on the Premises after such period may be removed by Landlord at the expense of Tenant.

23. Holding Over. Except for any permitted occupancy by Tenant under Section 22 above, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease,



occupancy of the Premises after the termination or expiration shall be that of a month-to-month tenancy. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and Additional Rent. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

24. Subordination to Mortgages; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee." This clause shall be self-operative, but upon request from Landlord or a Mortgagee, Tenant shall execute a commercially reasonable subordination and non-disturbance agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in this Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within twenty (20) days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to this Lease that may reasonably be requested.

25. Notice. All notices, demands or requests required or allowed hereunder or otherwise, shall be sent by mail, certified or registered, postage prepaid, by nationally recognized overnight carrier, or delivered by hand, to the addresses set forth in Section 1.14. Notice shall be deemed to have been made at the time of receipt.

27. Miscellaneous.

27.1. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of Alaska and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the sections, subsections and paragraphs of this Lease are for convenience only and shall have no effect on the interpretation of any part of this Lease.

27.2. Neither party shall record this Lease or any memorandum without the other party's prior written consent.



27.3. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

27.4. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

27.5. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Property and/or Premises, and upon such transfer, Landlord shall be released from any obligations hereunder arising after such transfer and not due in whole or in part to Landlord's acts or omissions and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

27.6. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to such party in this transaction, as required by Alaska Statute 08.88.396 and 08.88.600 – .620. Each party represents that it has dealt directly with and only with the Licensee identified in Section 1.12 in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of a representative, agent or broker other than Licensee claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of a representative, agent or broker other than Licensee claiming to have represented Landlord in connection with this Lease. Notwithstanding the foregoing, the parties acknowledge that Leonard B. Hyde of JL Properties, Inc. is a licensed real estate broker in the State of Alaska.

27.7. Tenant covenants, warrants and represents that: (a) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (b) this Lease is binding upon Tenant; and (c) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the State of Alaska. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Landlord covenants, warrants and represents that: (a) each individual executing, attesting to and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; (b) this Lease is binding upon Landlord; (c) Landlord is duly organized and legally existing in the state of its organization and is qualified to do business in the State of Alaska; and (d) Landlord is the fee simple owner of the Real Property.

27.8. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



27.9. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease.

27.10. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

27.11. All understandings and agreements previously made between the parties, oral and written, are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

27.12. In no event shall any party ever be liable to another party for penalties or liquidated damages, or for special, indirect, consequential, or incidental losses or damages including but not limited to lost profits, lost or damaged data, loss of use of facility or equipment, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if either party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

28. **Entire Agreement.** This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents, including without limitation that certain letter of intent from Andrew Ingram to Tara Lynn Petricca and Francisco Eduardo Rodriguez, executed August 19, 2014: Exhibit A (Site Plan), Exhibit B (Real Property), Exhibit C (Work Letter), Exhibit D (Existing Exclusives), Exhibit E (Lease Guaranty), Exhibit F (Prohibited Uses) and Exhibit G (Additional Provisions).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

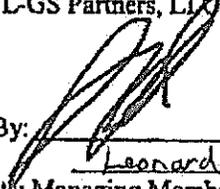
[SIGNATURE PAGE FOLLOWS]



LANDLORD:

JL GLENN SQUARE, LLC, an Alaska limited liability company

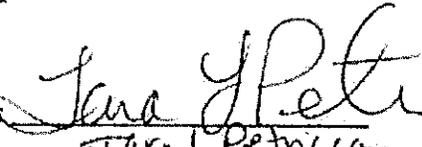
By: JL-GS Partners, LLO, its Managing Member

By: 

Leonard Hyde
Its: Managing Member

TENANT:

BAKED ALASKA ALEHOUSE, INC., an Alaska corporation

By: 

Tara L. Petricca
Its: President

**EXHIBIT B
REAL PROPERTY**

Parcel No. 1:

Fragment Lots 2A, 5, 6, 7, 8, 9, 11A, 11B and 13B, Commercial Tract Fragment Lot Site Plan for Mountain View Development Subdivision, Tract 1A-1, filed under Plat No. 2014-79, which lies within Mountain View Development Subdivision, Tract 1A-1, according to the official plat thereof, filed under Plat Number 2014-77, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel No. 2:

Easements for Access, Parking, Signage, Utilities, including Drainage and other easements as granted in that certain Declaration of Easements and Conditions for Commercial Tract Fragment Lot Site Plan Cases S-11433-1 and 2005-150 recorded June 1, 2006 under Serial Number 2006-035833-0, and as amended by that certain Amended and Restated Declaration of Easements and Conditions for Commercial Tract Fragment Lot Site Plan Cases S-11433-1 and 2005-150, and Commercial Tract Fragment Lot Plat Case S-11647 recorded July 23, 2012 under Serial Number 2012-040473-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel No. 3:

Easements for Ingress, Egress, Parking, Utilities and other easements as granted in that certain Declaration of Easements and Conditions recorded June 1, 2006 under Serial Number 2006-035835-0, and as amended by that certain First Amendment to Declaration of Easements and Conditions recorded July 23, 2012 under Serial Number 2012-040534-0, and as further amended by Second Amendment to Declaration of Easements and Conditions recorded February 7, 2014 under Serial Number 2014-004635-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Exhibit B to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



EXHIBIT C
WORK LETTER

This Work Letter governs the construction and installation of Tenant Improvements to be constructed by Tenant in the Premises in connection with the Lease, to be completed after the Commencement Date.

1. Tenant's Construction Documents. Tenant shall deliver to Landlord all finished and detailed architectural drawings and specifications, including mechanical, electrical and plumbing drawings and floor plans for the Premises (the "*Construction Documents*"). Prior to construction of the Tenant Improvements, Landlord shall have the right to approve Tenant's general contractor, which approval shall not be unreasonably withheld, and Tenant shall furnish to Landlord evidence of Tenant's contractor's insurance in amounts reasonably requested by Landlord.

2. Approved Construction Documents. Within ten (10) Business Days after receipt, Landlord shall (i) approve and return the Construction Documents to Tenant, or (ii) provide Tenant with Landlord's written requested changes to the Construction Documents, in which event Tenant shall have the Construction Documents revised and resubmitted to Landlord for approval within ten (10) Business Days after receipt. Upon Landlord's approval, the Construction Documents shall become the "*Approved Construction Documents*".

3. Tenant Allowance. Landlord shall provide the Tenant Allowance set forth in Section 1.8 of the Lease toward the cost of constructing the Tenant Improvements. The Tenant Allowance shall be distributed as follows: one-half (1/2) within thirty (30) days following Landlord's approval of the Approved Construction Documents and the TI Budget (defined below), and, subject to Section 5.C below, one-half (1/2) within fifteen (15) days of receipt of written notice from Tenant that Tenant has opened the restaurant for business to the public along with a copy of the certificate of occupancy for the Premises in connection with construction of the Tenant Improvements and final lien releases from Tenant's general contractor and subcontractors with respect to the Tenant Improvements.

4. Budget; Change Orders. The final budget for the Tenant Improvements (the "*TI Budget*") shall be subject to Landlord's approval. Landlord's approval is required in advance of all changes to, and deviations from, the Approved Construction Documents (each, a "*Change Order*"), including any (i) omission, removal, alteration or other modification of any portion of the Tenant Improvements, (ii) additional architectural or engineering services, (iii) changes to materials, whether building standard materials, specially ordered materials, or specially fabricated materials, or (iv) cancellation or modification of supply or fabrication orders. Except as otherwise expressly provided in this Work Letter, all costs of the Tenant Improvements in excess of the Tenant Allowance shall be at Tenant's sole cost and expense.

5. Construction.

A. General Terms. Subject to the terms of this Work Letter, Tenant agrees to cause the Tenant Improvements to be constructed in the Premises in a good and workmanlike manner in accordance with the Approved Construction Documents. Tenant will use



commercially reasonable efforts to cause all applicable warranties to be passed through to Landlord at the expiration or earlier termination of the Term and to cooperate with Landlord in enforcing any applicable warranties. In addition, Landlord's approval of the Construction Documents or the Tenant Improvements shall not be interpreted to waive or otherwise modify the terms and provisions of the Lease.

B. Tenant Improvements. For purposes of the Lease, "Tenant Improvements" include improvements to the Premises that are for the exclusive benefit of Tenant to support or conduct the business of Tenant and that are not structural elements of the Building or otherwise of general benefit to all occupants or potential occupants of the Building or Shopping Center, generally constituting improvements within the usable area of the Premises. Tenant Improvements shall not include personal property such as furniture or fixtures, or improvements to Common Areas.

C. Punchlist. Ten (10) days prior to the payment of the second (2nd) one-half (1/2) of the Tenant Allowance, a representative of Landlord and a representative of Tenant shall walk through the Premises and jointly prepare a list of items which, in the mutual opinion of Landlord and Tenant, have not been fully completed or which require repair (the "*Punchlist Items*"), which list may be supplemented jointly by Landlord and Tenant. Tenant shall cause its contractor to complete or repair the Punchlist Items within thirty (30) days after the date of the "walk-through".

D. No Abatement of Rent. Tenant shall not be entitled to any abatement of any rental obligations as pertains to the Premises pending completion of the Tenant Improvements or the Punchlist Items.

E. Landlord's Access During Construction. At all times during construction of the Tenant Improvements, Landlord shall have access to the Premises as provided for in the Lease. If necessary, such access shall be scheduled in cooperation with Tenant's general contractor.



EXHIBIT D
EXISTING EXCLUSIVES

BASS PRO SHOPS OUTDOOR WORLD

Section 5.7 Exclusive Use Rights.

(a) Landlord agrees with and represents and warrants to Bass Pro that, so long as Bass Pro is not in default of this Lease beyond any applicable grace or cure period and using the Leased Premises for the Bass Pro Permitted Use, no space in the Project or any other property now owned or later acquired, or now or later controlled by Landlord or any of its affiliated or related entities which is adjacent to the Project will at any time during the Term (including any Renewal Option) be used for the sale of hunting, fishing, camping or golf products or services or the sale, service or display of boats, boat accessories or recreational vehicles, off-road vehicles or all-terrain vehicles (the "Bass Pro Exclusive Use"), except as specifically provided in this section 5.7.

BED BATH & BEYOND

13.2.1 Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any Related Land to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself (collectively "*Occupant*"), primarily for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items; (c) housewares; (d) frames and wall art (provided that this shall not apply to custom framing); (e) window treatments (provided that this shall not apply to custom blinds); and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "*Exclusive Items*").

H&R BLOCK

1. (M-1) Exclusive Use: Landlord will not hereafter enter into a new lease with a tenant whose principal permitted use is tax preparation, electronic tax filing, and refund anticipation loans (the "Exclusive Use").

MICHAELS

16.4.1 Limitation on Use. Neither landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, artificial flowers, artificial floral arrangements, wedding or party goods (except apparel), scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories.

PETCO

10. (a) NON-COMPETITION Landlord agrees not to lease to, nor approve any sublease or assignment of lease or change in use unless Landlord is prevented from taking such steps by the terms of any lease (or such lease does not require Landlord's consent) then currently in force



and effect as modified, for any tenant, sub-tenant, assignee or user which utilizes ten percent (10 %) or more of its leased area or five hundred (500) square feet, whichever is less, for the sale of pet food and supplies, fish, birds, small animals, reptiles, grooming, training or veterinary services.

REGIS SALON

52. Exclusive. Landlord agrees that during the term of this Lease, but only for so long as Tenant is (a) open for business from the entire Leased Premises (b) using the Leased Premises for the Permitted Use and (c) is not otherwise in default of any of the provisions of this Lease, Landlord will not enter into a new lease for space located in the area identified on Exhibit "A-1" as "Shops C" with a tenant whose principal use is a direct competing hair cutterly (the "Exclusive Use"), such as Great Clips.

XALOS MEXICAN GRILL

1. (M-1) Exclusive: Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is a Mexican restaurant/grill (the "Exclusive Use").

KRINER'S BURGERS & PIES

1. (M-1) Exclusive: Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the retail sale of burgers (the "Exclusive Use").



**EXHIBIT F
PROHIBITED USES**

Except within the Premises, Tenant shall not use any portion of the Shopping Center (including but not limited to the sidewalks and Parking Area) for the storage, display, sale or solicitation of merchandise or services.

Tenant will not use, lease or sublease, or permit the use of, any portion of the Premises for any business which creates strong, unusual or offensive odors, fumes, dust or vapors, or which may constitute a public or private nuisance, or which emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or which creates unusual fire, explosive or other hazards or which is used, in whole or in part, as or for warehousing, the dumping, disposing, incinerating or reduction of garbage or refuse; the sale, distribution or exhibition of indecent or pornographic literature; or which is used for any of the following uses, any or all of which Tenant shall be prohibited to engage in:

- adult book store
- alcoholic beverage sales (other than those within a restaurant)
- amusement arcade or other amusement center
- animal raising
- automobile body shop
- automobile dealership
- automotive parts, supplies, accessories or related products
- automotive repairs and service
- bar
- billiard parlor
- bingo parlor
- boat sale or display
- brothel
- car rental
- car wash
- carnival catering hall
- cult meeting place
- dance hall or discotheque
- extermination or similar service
- factory use
- firing range
- flea market
- funeral parlor
- game arcade or game room
- gas station
- gun store
- head shop
- hospital
- house of worship
- industrial use

Exhibit F to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



junk yard
labor camp
laundromat
manufacturing use
massage parlor
meeting hall
mobile home park or mobile home sales
monument sales
mortuary
nightclub
non-retail use
off-track betting parlor
office use (other than service office)
palm reader
pawn shop
place of public assembly
plant nursery
psychic
religious organization
sale of drugs
sale, rental, repair, storage or service of trucks and/or trailers and recreational vehicles
skating rink
sporting facility stockyard
swimming pool sales
target range
taxidermist
trailer court or trailer sales
warehouse use

any use which, at the time Tenant intends to implement such use: (i) conflicts with the permitted use or exclusive use of another tenant, or (ii) violates any prohibited use which may be contained in another tenant's lease or another document imposed on Landlord



**EXHIBIT G
ADDITIONAL PROVISIONS**

I. Parking.

A. Tenant shall have the non-exclusive right to use the parking lot on the Shopping Center (the "Parking Area"). Except for designated visitor and handicapped accessible parking, all parking in the Parking Area shall be on an unreserved, first-come, first-served basis.

B. Landlord shall not be responsible for money, jewelry, automobiles, bicycles or other personal property lost in or stolen from the Parking Area regardless of whether such loss or theft occurs when the Parking Area is locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Area or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Parking Area shall be at the sole risk of Tenant and its employees.

C. Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Parking Area, the Spaces and the use thereof, including but not limited to rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Without limiting the foregoing, Landlord shall have the right to establish parking zones based on proximity to Building entrances and other factors impacting the convenience of tenants, and to allocate in the Parking Area among such zones so that other tenants in the Shopping Center may be allocated reserved parking in "premium" zones.

D. Subject to Landlord's right to temporarily close the Parking Area, Tenant shall have access to the Parking Area twenty-four (24) hours per day, seven (7) days per week. Tenant shall not store or permit its employees to store any automobiles in the Parking Area without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Area or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Parking Area overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

E. Landlord shall have the right to temporarily close the Parking Area or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Area, if any, or in connection with construction work on the Property or adjacent property.

F. Landlord hereby reserves the right to enter into a management agreement or lease with an entity for the Parking Area.



II. Signage.

A. Required and Permitted Signage. Tenant shall install an exterior lighted storefront sign approved by Landlord and in compliance with governmental regulations and the Declarations at Tenant's sole cost and expense. Tenant may not place any other sign on the exterior, or in the windows, of the Premises, or in the interior of the Premises if visible from the exterior, without Landlord's prior written consent. Tenant shall install an exterior lighted sign or signs in compliance with Landlord's specifications and keep the sign(s) (which must first be approved by Landlord in writing) lit to at least 10:00 P.M. or to such later hour as requested by Landlord, on all days of the year.

B. Sign Criteria. Tenant's sign shall comply with the following sign criteria:

(i) The intent of Landlord is to create a graphic environment that has an individual and distinctive identity for Tenant and is also compatible with other signs within the Shopping Center. The total concept should give an impression of quality, professionalism and instill a good business image. The specifications herein are to be used for design of Tenant's sign(s); however, in all cases, final written approval by Landlord is required prior to manufacturing and installation of all signs, which approval shall not be unreasonably withheld.

(ii) Tenant shall submit two (2) copies of a complete detailed drawing by Tenant's sign company for final review and approval of any proposed signage in the Premises or on the Property. Landlord shall review each submittal and either (a) approve of the same by providing Tenant written notice of such, or (b) return the submittal to Tenant to be revised and resubmitted by Tenant until either Landlord approves of the sign or Tenant declines to resubmit. A proposed sign cannot be deemed "approved" unless it complies with the following requirements:

(a) The submittal drawing includes the elevation on the building fascia and is drawn using a minimum 1/4' to 1' scale.

(b) The submittal drawing indicates the following specifications: type and thickness of Plexiglas or acrylate; type of material used for becks and returns; finish used on returns; and type of illumination and mounting method.

(c) The submittal drawing includes a fascia cross-section showing electrical connections and installation detail.

(d) The submittal drawing complies with any applicable signage requirements or restrictions required by Law or set forth in the Declarations.

(iii) No signage shall (a) be flashing, moving or audible; (b) employ exposed raceways (except for the installation of internally illuminated self-contained channel letters), exposed neon tubes, exposed ballast boxes or exposed transformers (unless exposed neon tube signs for a standard sign package of a national or regional tenant); or (c) be paper or cardboard signs, temporary signs, stickers or decals; provided that stickers indicating hours of operation,



emergency phone numbers, credit cards accepted, no solicitation warnings and similar information stickers are not prohibited.

C. Removal. Upon the expiration or sooner termination of the Lease, Tenant shall remove its sign and restore the sign band/fascia to its original condition.

D. Temporary Pylon Sign Panel. Subject to availability and modification, as well as Landlord's written approval of its sign design drawings, and provided that Tenant obtains all necessary government permits and approvals, Landlord will provide Tenant, at Tenant's sole cost and expense, one (1) identification panel on the pylon sign located in front of the Shopping Center on Mountain View Drive, in a position to be designated by Landlord. Landlord shall have the right to relocate Tenant's panel to other positions on the pylon sign, or to a different pylon sign, from time to time. Tenant shall be required to: (i) perform all maintenance and repairs to its panel during the Term, (ii) pay its pro-rata share of all costs and expenses incurred by Landlord in operating, maintaining, repairing, and lighting the pylon sign, payable as Additional Rent, and (iii) remove its panel from the pylon sign at the end of the Term or earlier termination of Tenant's right to maintain the sign panel. Notwithstanding the foregoing, Landlord reserves the right, in its sole and absolute discretion, to require Tenant to remove its panel from the pylon sign at any time during the Term upon written notice thereof.

III. Option to Renew.

A. Tenant shall have two (2) personal and nontransferable options (each, a "Renewal Option") to extend the Initial Term for a period of sixty (60) months (each, a "Renewal Term"), upon the same terms and conditions as are set forth in the Lease, except the Base Rent for the Renewal Term shall be increased at the commencement of each Renewal Term to the higher of (a) the then existing Base Rent or (b) a figure which is equal to the then Fair Market Rent for the Premises (as defined and determined in the manner prescribed below). Each Renewal Option shall be exercised, if at all, by Tenant giving written notice (the "Exercise Notice") to Landlord at least one hundred eighty (180) days prior to the expiration of the then existing term. Exercise of the Renewal Option shall be conditioned upon Tenant not being in default beyond any applicable cure period at the time of its giving its Exercise Notice.

B. "Fair Market Rent" shall mean the market rent for a comparable term for comparable shopping centers in Anchorage, Alaska assuming a lease containing the same terms and provisions as those herein contained and taking into consideration all relevant factors including the credit worthiness of Tenant, condition of the space, all allowances and concessions provided by Landlord, and other terms and conditions of the Lease and the market.

C. Landlord shall give Tenant notice of Landlord's estimation of the Fair Market Rent ("Landlord's Rent Estimate") within twenty (20) Business Days after receiving the Exercise Notice. Tenant shall have ten (10) Business Days after receipt of Landlord's Rent Estimate to accept the same by written notice to Landlord. If Tenant so accepts, Landlord's Rent Estimate will be the Base Rent for the Renewal Term. If Tenant does not accept, the parties shall promptly meet and negotiate in good faith to attempt to resolve their differences. If the parties do not reach an agreement as to the Fair Market Rent within sixty (60) days after Tenant's receipt of



Landlord's Rent Estimate, then Landlord and Tenant shall each select a qualified real estate broker (as defined below) and those two brokers shall meet and work in good faith to reach agreement on the Fair Market Rent. If they reach agreement, then their decision shall be binding on the parties. If they do not reach agreement, then the two brokers shall, within ten (10) days following the written request of either broker, jointly select a third qualified real estate broker and submit to the third broker their written determination of the Fair Market Rent (the "Brokers' Rent Estimates") and the basis for their determinations. The third broker's sole duty and authority will be to establish what the third broker believes to be the Fair Market Rent, which determination must fall within the range established by the Brokers' Rent Estimates. The Fair Market Rent established by the third broker shall be determined no later than twenty (20) days after receipt of the Brokers' Rent Estimate, and shall be binding on the parties. Each party shall pay the cost of its broker and half the cost of the third broker.

D. To be a qualified real estate broker, the broker shall be a real estate broker licensed in the state in which the Shopping Center is located, have at a minimum ten (10) years' experience in commercial leasing, shall be familiar with then current shopping center rental rates in Anchorage, and, in the case of the third broker only, shall not have represented either Landlord or Tenant or any of their affiliates at any time during the Term.

E. The Renewal Options are personal to Baked Alaska Alehouse, Inc. ("Named Tenant"), and may only be exercised by Named Tenant to the extent that Named Tenant, at the time of exercise and at the time such Renewal Options become effective, has not assigned the Lease and occupies the entire Premises without the intent of thereafter assigning the Lease or subletting the Premises or any portion thereof and may not be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than Named Tenant. The Renewal Options are not assignable separate and apart from this Lease, nor may the Renewal Options be separated from this Lease in any manner, whether by reservation or otherwise. Notwithstanding anything to the contrary contained herein, Named Tenant shall not have the right to exercise such Renewal Options and the exercise of such Renewal Options may be nullified by Landlord and deemed of no force or effect if (i) Tenant shall be in Default under the terms of the Lease as of the exercise of such Renewal Options or any time after such exercise and prior to the commencement or effective date of such Renewal Options, or (ii) Landlord shall have delivered to Tenant two (2) or more notices of default during any prior consecutive twelve (12) month period, whether or not such defaults were subsequently cured. Upon any termination of the Lease or Tenant's right of possession to the Premises, the Renewal Options shall terminate and be of no further force or effect.





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	FCAOLM LLC				
License Type:	Restaurant / Eating Place	License Number:	5390		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr, Suite 102 & 104				
City:	Anchorage	State:	AK	ZIP:	99508
Contact Name:	Francisco Rodriguez	Contact Phone:	907-406-3688		

Section 2 – Type of Designation Requested

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

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY					
Issue Date:		Transaction #:	64059	BRE:	TJ2



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Additional Information

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

Monday - Thursday, Wednesday, Thursday & Sunday : 11:00 am - 9:00 pm

Friday + Saturday : 11:00 am - 10:00 pm

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "Yes", describe the entertainment offered or available:

Food and beverage service offered or anticipated is:

<input checked="" type="checkbox"/> table service	<input type="checkbox"/> buffet service	<input type="checkbox"/> counter service	<input type="checkbox"/> other
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If "other", describe the manner of food and beverage service offered or anticipated:

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

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

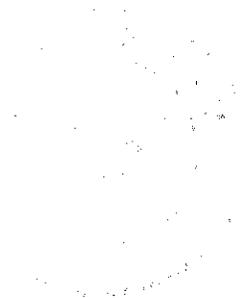


Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Certifications and Approvals

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

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

FR

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

FR

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

FR

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

Signature of licensee

Francisco E. Rodriguez
Printed name of licensee

Signature of Notary Public

Jacob...

Notary Public in and for the State of

ALASKA

My commission expires:

1-9-2021

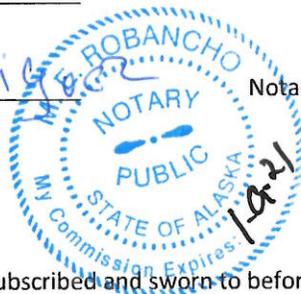
Subscribed and sworn to before me this

23rd

day of

FEBRUARY

2018



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

Approved

Disapproved

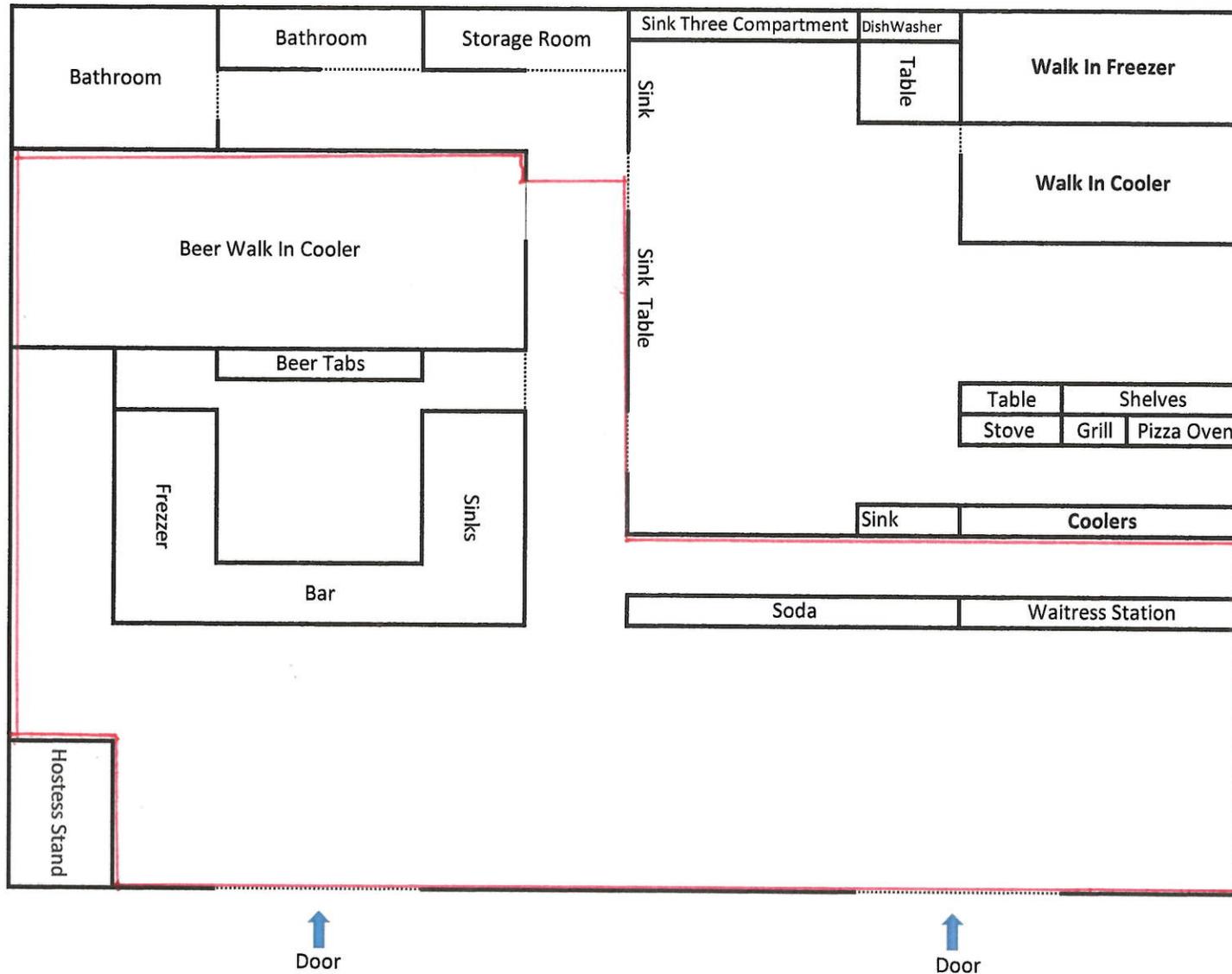
Signature of local government official

Date

Printed name of local government official

Title

Marcello's Restaurant





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

[Empty box for Enforcement Recommendations]

AMCO Director Review:

Approved Disapproved

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

[Empty box for Limitations]

APPETIZERS

DOLMAS Stuffed grape leaves with lemon infused rice. Served with pita bread & tzatziki sauce.	10.95	BREAD STICKS Basket of pizza bread. Topped with garlic butter & parmesan. Served with marinara.	6.95
SPANAKOPETA Phyllo dough stuffed with ricotta, feta, parmesan & spinach. Served with marinara.	12.95	CHEEZY BREAD Thin & crispy pizza dough. Topped with garlic butter & mozzarella. Served with marinara.	9.95
TZATZIKI Cucumber dipping sauce. Served with pita bread.	5.95	MOZZARELLA STICKS Handmade breaded & deep fried cheese sticks. Served with marinara.	10.95
GRECIAN SCAMPI Jumbo prawns sautéed with olive oil, garlic & white wine. Topped with feta & served with bread sticks.	18.95	STUFFED MUSHROOMS Mushroom caps stuffed with shrimp, scallops & crab bread stuffing. Topped with creamy lobster sauce & served with bread sticks.	16.95
GRECIAN BRUSCHETTA Garlic toast topped with diced tomato, basil & garlic. Kalamata olives, feta, parmesan & olive oil.	13.95	CAPRESE Fresh sliced tomato, mozzarella & pita. Drizzled with pesto.	13.95
FRIED RAVIOLI Deep fried, breaded, cheese ravioli. Served with marinara.	12.95	BUFFALO WINGS or HOT TENDERS Tossed in our spicy wing sauce. Served with celery & bleu cheese dressing.	12.95
CLAMS Manilla clams, onions & tomatoes sautéed in garlic, white wine, butter, seafood stock, Mediterranean herbs & parmesan. Served with bread sticks.	18.95	FRIED ZUCCHINI Homemade, breaded zucchini, served with ranch dressing.	12.95
CALAMARI Breaded squid, deep fried & served with cocktail sauce.	15.95	ITALIAN RINGS Homemade, breaded onion rings, served with ranch dressing.	11.95
FRIED MUSHROOMS Breaded mushroom caps stuffed with ricotta cheese, spinach, feta & parmesan cheese. Served with marinara.	12.95	SAUSAGE CROSTINI Sautéed sausage, green peppers, onion & marinara. Oven baked with mozzarella. Served with garlic toast.	12.95
CHIPOTLE SKINS Potato skins filled with bacon bits, jalapenos, & cheddar. Served with spicy chipotle sauce.	12.95	COCKTAIL DI GAMBERI 5 jumbo shrimp with cocktail sauce.	15.95
BUCCE DE PATATA Potato skins stuffed with prosciutto, bleu cheese crumbles, mozzarella, cheddar & parmesan.	13.95		

SOUP AND SALADS

HOMEMADE SOUP OF THE DAY		ANTIPASTO Mixed greens, pepperoni, canadian bacon, salami, mozzarella, pepperoncini peppers, tomato & black olives. Served with house vinaigrette.	13.95
CUP 4.50	BOWL 6.50	GREEK SALAD Mixed greens, kalamata olives, tomato, pepperoncini peppers, onions & feta. Served with house vinaigrette.	11.95
HOMEMADE DRESSINGS		MEDITERRANEAN SALAD Greek salad topped with gyro meat or marinated chicken. Served with tzatziki & house vinaigrette.	14.95
House Vinaigrette, Pesto Vinaigrette, Ranch, Bleu Cheese, Thousand Island, Arabiata Ranch & Honey Mustard.		CALDO SALAD Mixed greens topped with chicken tenders coated in wing sauce, red onion, celery, carrots, tomato & bleu cheese crumbles. Served with bleu cheese dressing.	14.95
EXTRA 4OZ. DRESSING	1.50	COBB SALAD Mixed greens topped with marinated chicken, bacon, tomato, red onion & bleu cheese crumbles. Served with bleu cheese dressing.	13.95
SIDE SALAD	4.50	CRISPY CHICKEN SALAD Mixed lettuce topped with chicken fingers, shredded mozzarella, tomato, cucumber & red onion. Served with honey mustard dressing.	14.95
Mixed greens, carrots, tomato, black olives, croutons & choice of dressing.		SPINACH SALAD Marinated chicken, caramelized walnuts, dried cranberries, carrots, tomato, red onion, and gorgonzola cheese over baby spinach. Served with pesto vinaigrette.	13.95
SOUP, SALAD & BREADSTICKS	10.95		
Mixed greens, carrots, tomato, black olives, croutons & choice of dressing.			
CAESAR	10.95		
Romain lettuce, croutons and parmesan tossed with our homemade caesar dressing. Extra 4oz. dressing 2.50			
CHICKEN CAESAR	13.95		
Marinated chicken breast served on traditional caesar.			
HALIBUT CAESAR	25.95		
Traditional caesar with charbroiled halibut filet, seasoned with Mediterranean herbs & Traditional garlic lemon sauce.			
GARDEN SALAD	10.95		
Mixed greens, carrots, tomato, black olives, cucumbers & red onions. Choice of Dressing			

KIDS MENU

(Kids 12 and under & Seniors only)

MINI CHEESE PIZZA	9.95	CHICKEN FINGERS 3 chicken strips with french fries & ranch dressing.	9.95
MINI RONI PIZZA	10.95	Extra chicken strips	2.50 EA
EXTRA TOPPINGS (Pepperoni, sausage, canadian bacon, ground beef, onions, tomatoes, black olives, green peppers, mushrooms, green olives, jalapenos & pineapple)	1.00 EA	SPAGHETTI or RAVIOLI Marinara or meat sauce.	7.95
		PENNE NOODLES With creamy alfredo sauce.	9.95

LUNCH MENU

SERVED FROM 11AM - 3PM

HOT SUBS

Made on an oven baked hoagie roll served with french fries. Substitute soup or salad 2.00

GREEK SUB Salami, pepperoni, Canadian bacon, feta & mozzarella. Oven baked. Topped with lettuce, tomato, onion, mayonnaise & house vinaigrette.	12.95	ITALIAN SAUSAGE SUB Sautéed with onions, green peppers & marinara. Topped with mozzarella.	12.95
MEATBALL SUB Homemade meatballs, mozzarella & meat sauce. Topped with mozzarella.	12.95	EGGPLANT SUB Breaded eggplant with mozzarella. Served with marinara.	12.95
BEEF or CHICKEN PHILLY SUB Homemade meatballs, mozzarella & meat sauce. Topped with mozzarella.	12.95	CHICKEN PARMESAN SUB Breaded chicken with mozzarella. Served with marinara.	12.95
SPICY STEAK SUB Thin sliced beef, red & green bell peppers, onions & spicy chipotle sauce. Topped with mozzarella.	13.95	LUAU SUB Sautéed chicken, ham, pineapple, red bell peppers & onions. Topped with mozzarella.	12.95

BURGERS

1/2 pound all beef patty topped with lettuce, tomato, onion, pickles & mayo on a sesame seed bun. Served with french fries. Substitute soup or salad 2.00

HAMBURGER	10.95	BLEU BURGER Topped with bleu cheese crumbles, bacon & bleu cheese dressing.	13.95
CHEESE BURGER (AMERICAN)	11.95	PESTO BURGER Topped with pesto sauce, sundried tomatoes & mozzarella.	13.95
BACON CHEESE BURGER	12.95	CARNE BURGER Topped with salami, Canadian bacon, pepperoni & American cheese.	13.95
HAWAIIAN BURGER Topped with sautéed ham, pineapple & Swiss cheese.	12.95	CHIPOTLE BURGER Topped with bacon, onion, swiss & spicy chipotle cream sauce.	13.95
DENALI BURGER Topped with mushrooms & Swiss cheese.	12.95		
BREAKFAST BURGER Topped with bacon, fried egg & American cheese.	12.95		
VILLAGE BURGER Topped with ham, mushrooms & Swiss cheese.	12.95		
RODEO BURGER Topped with bacon, sautéed onion, BBQ sauce & American cheese.	12.95		
FIESTA BURGER Topped with jalapenos, pepperoni, pineapple & American cheese.	12.95		

SANDWICHES

All on a sesame seed bun with mayo, lettuce, tomato, onion & pickle. Served with french fries. Substitute soup or salad 2.00

CHICKEN SANDWICH Charbroiled chicken breast seasoned with Mediterranean herbs. Topped with Swiss cheese.	10.95	ATHENIAN SANDWICH Chicken breast topped with our Grecian Bruschetta mix (kalamata, tomato, garlic, oil & feta)	13.95
PANKO SANDWICH Chicken breast dipped in panko & deep fried.	12.95	PAZZO SANDWICH Chicken breast topped with artichoke hearts, capers & onions.	13.95
ALOHA SANDWICH Chicken breast, topped with sautéed ham, pineapple & Swiss cheese.	12.95	HALIBUT SANDWICH Panko battered, fried, or charbroiled with Mediterranean herbs.	18.95
BASIL SANDWICH Charbroiled chicken topped with our pesto sauce (parsley, basil and pine nuts) & Swiss cheese.	13.95		

GYRO

Served with french fries. Substitute soup or salad 2.00

GYRO Slow roasted lamb & beef or marinated chicken wrapped in pita bread with tomato, onion & tzatziki.	12.95	VEGGIE GYRO Deep fried eggplant or sautéed mixed veggies (spinach, mushroom, onion, green peppers & black olives) wrapped in pita bread with tomato, onion & tzatziki.	12.95
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PIZZA

PERSONAL PIZZA Your choice of any gourmet pizza - 8 in.	12.95	ADD SIDE SALAD	2.00
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CONSUMER ADVISORY

Consuming raw or undercooked meats, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

ITALIAN SPECIALTIES

SERVED ALL DAY

Add soup or side salad 4.50 / Substitute alfredo or pesto sauce 4.00

SPAGHETTI Meat or marinara sauce.	12.95	RAVIOLI DI CALORE Cheese filled ravioli baked with mozzarella & spicy chipotle cream sauce.	18.95
WITH MEATBALL or SAUSAGE	17.95	EGGPLANT ROLLATINI Breaded & deep fried eggplant rolled with prosciutto, spinach, ricotta & mozzarella. Oven baked, topped with an Italian vodka sauce.	18.95
FETTUCCINI ALFREDO Fettuccini noodless sautéed in garlic, olive oil & alfredo sauce. Arabiata or regular.	15.95	CHICKEN PARMIGIANO Lightly breaded & sautéed with garlic, olive oil & white wine. Oven baked with mozzarella & marinara. Served with spaghetti.	18.95
WITH CHICKEN	18.95	CHICKEN CACCIATORE Sautéed chicken medallions, green peppers, onions, mushrooms, marinara & white wine. Served with penne marinara.	18.95
BAKED ZITI Pasta topped with marinara sauce & baked mozzarella.	14.95	CHICKEN MARSALA Sautéed chicken medallions, onion, mushrooms in a SWEET MARSALA WINE SAUCE served with penne alfredo.	20.95
ZITI BOTTEGA Penne pasta, sautéed with Italian sausage, green peppers & marinara.	16.95	CHICKEN PICCATA Sautéed chicken medallions, onions, mushrooms & capers in a garlic lemon sauce. Served with penne marinara.	18.95
PESTO PASTA Fettuccini noodless, white wine & pine nuts sautéed in a parsley & basil garlic sauce.	15.95	BAKED ESCAPE Penne pasta, broccoli, sundried tomato, feta, garlic. Oven baked with mozzarella.	20.95
WITH CHICKEN	18.95	TUSCAN BAKE Penne pasta, chicken medallions, artichoke hearts, onions, capers & tomato. Oven baked with mozzarella. Choice of marinara or alfredo sauce.	20.95
RAVIOLI 7 Cheese filled ravioli. Oven-baked with mozzarella & parmesan. Topped with marinara.	16.95	SALSICCIA COMBINATA Fettuccini noodles, Italian sausage, red & green peppers, onions, mushrooms, gorgonzola cheese in a vodka sauce.	20.95
LASAGNA Layers of noodles, seasoned beef & three cheeses. Oven baked.	18.95	MANICOTTI Ricotta & parmesan cheese. Oven baked, topped with marinara & mozzarella.	14.95
EGGPLANT PARMESAN Sautéed or deep fried & breaded eggplant. Baked with mozzarella. Served with spaghetti marinara.	17.95		
CHICKEN & BROCCOLI PENNE Sautéed with garlic, white wine, olive oil, butter & parmesan.	16.95		
PASTA FORMAGGIO Oven baked with American, Swiss, mozzarella, parmesan & breadcrumbs.	15.95		
RAVIOLI DI LIMONE Cheese filled ravioli topped with lemon, capers, garlic, mushrooms & onion.	18.95		

GREEK SPECIALTIES

Add soup or side salad 4.50 / Substitute alfredo or pesto sauce 4.00

GYRO DINNER Slow roasted lamb & beef sliced over pita bread topped with fresh onions & tomatoes. Served with tzatziki sauce & french fries. - If you would like the gyro wrapped please specify.	14.95	GREEK SPAGHETTI Spaghetti sautéed in fresh garlic, butter, olive oil, feta & parmesan.	15.95
CHICKEN GYRO Marinated Marinated chicken over pita bread with onions & tomatoes. Served with tzatziki sauce & french fries. - If you would like the gyro wrapped please specify.	14.95	MOUSSAKA Layered sautéed eggplant, potatoes & seasoned ground beef. Topped with bechamel sauce. Baked with meat sauce & mozzarella. A very unique flavor.	18.95
OLYMPIAN CHICKEN Chicken breast charbroiled with Mediterranean herbs. Topped with olive oil & garlic lemon sauce. Served with Greek spaghetti.	18.95	SPAGHETTI PUTTANESCA Spaghetti sautéed with Greek olives, pepperoncini, green peppers, garlic & Pomodoro tomato basil sauce. Topped with feta. - VERY SPICY.	16.95
CHICKEN KABOB Grilled marinated chicken, green peppers & onions. Topped with fresh tomato. Served with sautéed veggies & choice of garlic mashed potatoes or penne marinara.	16.95	WITH CHICKEN	19.95
		ATHENIAN EGGPLANT Deep fried breaded eggplant. Topped with spinach, onion, mushrooms & tomato cream sauce. Served over garlic mashed potatoes.	18.95

THE FOLLOWING ITEMS MAY CONTAIN RAW OR UNDERCOOKED ANIMAL PRODUCTS:

- Steaks, cooked to order.
- Burgers, cooked to order.
- Traditional Caesar Dressing, made with raw eggs.
- Oysters, served on the half shell.

Consuming raw or undercooked meats, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

HAND TOSSED PIZZAS

	SMALL 12IN	LARGE 16IN	SMALL 12IN	LARGE 16IN
BASIC TOPPINGS Pepperoni, sausage, Canadian bacon, ground beef, black olives, green peppers, mushrooms, onions, green olives, jalapenos, pineapple, cooked tomatoes, fresh tomatoes, fresh garlic & pepperoncini peppers.	2.00	3.00	3.00	4.00
EXTRA CHEESE Mozzarella or cheddar.			3.00	4.00
DOUBLE CRUST			3.00	4.00
SAUCE Alfredo, pesto or chipotle.			3.00	4.00
GOURMET TOPPINGS A Artichoke hearts, sundried tomatoes, red bell peppers, spinach, kalamata olives, american bacon, capers, salami & broccoli.	3.00	4.00		
GOURMET TOPPINGS B Italian sausage roll, marinated chicken, gyro meat, anchovies, baby shrimp & feta.	4.00	5.00		
MOZZARELLA CHEESE	10.95	14.95		
1 BASIC TOPPING	12.95	17.95		
2 BASIC TOPPING	14.95	20.95		

GOURMET PIZZA

SORRY NO HALF & HALF - ONLY 1 EQUAL SUBSTITUTION ALLOWED ALL BAKED WITH MOZZARELLA.

	SMALL 12IN	LARGE 16IN	SMALL 12IN	LARGE 16IN
HOUSE SPECIAL Pizza sauce, pepperoni, sausage, black olives, mushrooms & green peppers.	16.95	26.95		
GYRO PIZZA Garlic butter, gyro meat, onions, feta & fresh tomatoes. ADD 4 oz. TZATZIKI - 2.50	16.95	26.95		
VEGETARIAN Pizza sauce, onions, black olives, mushrooms, green peppers & fresh tomato.	16.95	26.95		
MEAT LOVERS Pizza sauce, sausage, ground beef, salami, pepperoni & Canadian bacon.	16.95	26.95		
ABRUZZO Arabiata, pizza sauce, sausage roll, red peppers & onions. SPICY!	16.95	26.95		
MAHALO DELIGHT Garlic butter, Canadian bacon, pepperoni, pineapple & feta.	16.95	26.95		
SCURRO BBQ sauce, chicken, onions & bacon.	16.95	26.95		
PICANTE Spicy wing sauce, red pepper flakes, chicken, onions, bleu cheese crumbles & topped with fresh lettuce.	16.95	26.95		
GREEK Garlic butter, pepperoni, mushrooms, onions, green peppers, feta & fresh tomatoes.	16.95	26.95		
MILANO Garlic butter, fresh baby spinach, mushrooms, onions & feta.	16.95	26.95		
DELUXE Garlic butter, alfredo sauce, marinated chicken, mushrooms & onions.	16.95	26.95		
NEAPOLITAN Garlic butter, alfredo sauce, marinated chicken, artichoke hearts, fresh baby's spinach & fresh tomatoes.	16.95	26.95		
FRESCO Garlic butter, onions, green peppers, artichoke hearts, baby spinach, pineapple & fresh tomatoes.	16.95	26.95		
ROMAN Garlic butter, marinated chicken, sundried tomatoes, onion & feta.	16.95	26.95		
RUSTICA Garlic butter, mushrooms, onions, green peppers, tomatoes, kalamata olives, oregano, pepperoncini peppers & feta.	16.95	26.95		
RANCHERO Ranch, marinated chicken, bacon & onions.	16.95	26.95		
NORTHERN ITALIAN Garlic butter, marinated chicken, artichoke hearts, capers & onions.	16.95	26.95		
SOUTH OF THE BORDER Creamy chipotle sauce, marinated chicken, bacon, red onions & green peppers. SPICY!	16.95	26.95		

CALZONES

All made with mozzarella / Extra 4oz. side of meat sauce, marinara or dressing 1.50

MEATBALL Pizza sauce & homemade meatballs. Served with meat sauce.	15.95	EL DIABLO Creamy chipotle, pepperoni, sausage & bell peppers. SPICY! Served with ranch dressing.	15.95
VEGETARIAN Pizza sauce, mushrooms, green peppers, onions, black olives & feta. Served with marinara.	15.95	SPINACH Garlic butter, baby spinach, mushrooms & onions. Served with marinara.	15.95
PICCOLINO Garlic butter, gyro meat, mushrooms, onions & feta. Served with tzatziki.	15.95	MEAT Pizza sauce, pepperoni, sausage & Canadian bacon. Served with meat sauce.	15.95
BBQ CHICKEN BBQ sauce, chicken & onions. Served with ranch dressing.	15.95	GREEK Garlic butter, pepperoni, mushrooms, onions, green peppers & feta. Served with marinara.	15.95
CHICKEN Alfredo sauce, charbroiled marinated chicken, mushroom & onions. Served with marinara.	15.95	SPICY Garlic butter, pepperoni, pineapple, jalapenos & feta. Served with marinara.	15.95
ITALIAN Arabiata, pizza sauce, sausage roll, green peppers & onions. SPICY! Served with marinara.	15.95	MAWI WAWI Garlic butter, ham, pepperoni & pineapple. Served with ranch dressing.	15.95

Pick up & Delivery Available!

MEATS

Served with soup or side salad & breadsticks. Choice of penne marinara or garlic mashed potatoes.
Upgrade to penne alfredo or greek spaghetti 4.00

RIB EYE STEAK Center cut - 14 oz.	32.95	BLEU STEAK New York topped with bleu cheese crumble cream sauce.	39.95
NEW YORK STEAK Center cut - 14 oz.	30.95	The following can be added to any of the steaks.	
BEEF SOUVLAKI Marinated top sirloin chunks, onions, green peppers & mushrooms. Charbroiled. Cooked medium or well only.	26.95	(3) FRIED PRAWNS	12.95
LAMB CHOPS Lamb seasoned in our special herb mix. Charbroiled to perfection.	34.95	SAUTEED MUSHROOMS	4.95
		SAUTEED ONIONS	3.50

SEAFOOD

Served with soup or side salad & breadsticks.

SHRIMP PARMESANO Lightly breaded prawns oven baked with mozzarella served with spaghetti topped with marinara sauce.	26.95	JAMBALAYA FETTUCINI Prawns, sausage & chicken sautéed with green peppers & onions in a spicy arabiata cream sauce.	29.99
CIOPPINO WITH SPAGHETTI Sautéed prawns, scallops, halibut & mussels in garlic, olive oil & white wine. Simmered in Pomodoro tomato basil sauce.	29.95	SHRIMP PUTTANESCA Spaghetti sautéed with Greek olives, pepperoncini peppers, green peppers, garlic & Pomodoro tomato basil sauce. Topped with feta. VERY SPICY.	29.95
FETTUCINI DI MARE Sautéed prawns, scallops, halibut & clams in garlic & Alfredo sauce with fettuccini noodles. Arabiata or regular.	29.95	CAPTAIN'S PLATTER Panko battered & fried prawns, halibut & beer battered scallops. Served with fries, cocktail & tartar sauce.	28.95
ITALIAN SCAMPI Sautéed prawns, garlic, white wine, lemon & sun dried tomatoes. Finished in a seafood broth reduction with spaghetti noodles.	28.95	HALIBUT FISH & CHIPS (5pc) Panko battered & fried halibut strips. Served with tartar sauce & fries.	26.95
SHRIMP FETTUCINI Sautéed prawns with noodles, alfredo sauce & white wine.	28.95		

HALIBUT

Served with soup or side salad & breadsticks. Choice of penne marinara or garlic mashed potatoes.
Upgrade to penne alfredo or Greek spaghetti 4.00

HALIBUT PICCOLINO Halibut charbroiled with Mediterranean herbs. Topped with olive oil & lemon garlic sauce. Served with a side of sautéed vegetables.	29.95	HALIBUT BRANZINO Pan seared halibut topped with a lemon caper sauce, sautéed onions & mushrooms. Served with a side of sautéed vegetables.	29.95
HALIBUT CALABRESE Baked halibut stuffed with crab, shrimp & scallop bread stuffing. Wrapped in phyllo dough. Topped with creamy lobster sauce. Served with a side of sautéed vegetables.	30.95	BLACKENED HALIBUT Pan seared halibut with spicy herbs. Served with a side of sautéed vegetables.	29.95

GREEK COMBO FOR TWO 72.95

Served with soup or side salad.

Four Lamb chops seasoned in our special herb mix, one Lamb beef & one chicken open faced gyro, served with Greek spaghetti, sautéed vegetables & tzatziki sauce.

CONSUMER ADVISORY

Consuming raw or undercooked meats, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

MAR 19 2018

BEVERAGES

FOUNTAIN SODA	3.00	WHOLE MILK	3.00
PITCHER OF SODA	6.50EA	CHOCOLATE MILK	3.50
LEMONADE	3.00	DARK EUROPEAN ROAST COFFEE	3.50
UNSWEETENED TEA		DECAF COFFEE	3.00
Or RASPBERRY (REFILLABLE)	3.00	JUICE (ORANGE, APPLE & CRAN-GRAPPE)	3.75
ITALIAN CREAM SODA	4.50EA	HOT LIPTON TEA	3.00
FRUIT SMOOTHIES		HERBAL TEAS & GREEN TEA	3.50
(ASK SERVER FOR CURRENT SELECTION)	5.50	HOT CHOCOLATE	3.75
SHIRLEY TEMPLE	3.50	ROOT BEER FLOAT	5.50
(NOT REFILLABLE)		SAN PELEGRINO (SPARKLING WATER)	4.95
(HENRY WEINHART) CREAM SODA'S		FLAVORED SYRUPS 1 SHOTS	99¢
(VANILLA, ORANGE, & BLACK CHERRY)	3.75	SIDE CHERRIES	50¢

DESSERTS

NEW YORK CHEESECAKE Strawberry or blueberry topping.	7.50	SPUMONI/VANILLA ICE CREAM 1 scoop topped with chocolate syrup, whipped cream & a cherry.	4.95
LEMON CHEESECAKE	8.95	BISCOTTO A LA CREMA Fresh warm cookie a la mode.	7.95
ALMOND JOY CHEESECAKE	9.95	PEACH OR BERRY CRISP Served a la mode.	7.95
TOFFEE MOUSSE CAKE	8.95	SOPAPILLAS Italian fried dough topped with chocolate, raspberry sauce & whipped cream.	5.95
CANNOLI Vanilla or lemon zest	7.50	CINNAMON DROPS Italian fried dough rolled in cinnamon and sugar, drizzled with caramel.	5.95
7 LAYER CHOCOLATE CAKE	10.50		
BAKLAVA	8.50		



Marcello's Restaurant

GREEK/ITALIAN CUISINE

NOW OPEN!

ANCHORAGE, AK.

LOCATION • NEXT TO BASS PRO SHOP

3048 Mountain View Dr. #101, Anchorage, Ak. 99501.

PH: (907) 646 1006 • FAX 646 1003

Dine-in, Pick up or Delivery!

marcellosak.com

Lunch menu available for PICK UP OR DELIVERY
After 4 PM.

WE CATER!!!!

Pick up & Delivery Available!

Pesto sauce contains NUTS
Consuming raw or undercooked meats, seafood, shellfish or eggs may increase your risk of foodborne illnesses.

PLEASE LET THE HOST KNOW ABOUT ANY FOOD ALLERGIES



Marcello's Restaurant

GREEK/ITALIAN CUISINE

WASILLA, AK.

LOCATION • NEXT TO VALUE VILLAGE

551 W. Parks hwy. Wasilla, Ak. 99654.

PH: (907) 357 4303 • FAX 357 4305

Dine-in, Pick up or Delivery!

marcellosak.com

Cards accepted: MasterCard & Visa - SORRY: NO PERSONAL CHECKS

Marcello's Restaurant



GREEK/ITALIAN CUISINE

WASILLA, AK.

LOCATION • NEXT TO VALUE VILLAGE

551 W. Parks hwy. Wasilla, Ak. 99654.

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Cards accepted: MasterCard & Visa - SORRY: NO PERSONAL CHECKS

OPEN SUNDAY - THURSDAYS 11 AM TO 9 PM

FRIDAY & SATURDAY 11 AM TO 10 PM

WITH EXTENDED SUMMER HOURS

ASK ABOUT OUR DAILY SPECIALS.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Attachment E
Department of Commerce, Community,
and Economic Development

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

10/22/2018

FCAOLM LLC
DBA: Marcello's Greek & Italian Restaurant
Via Mail:
PO Box 770215
Eagle River, AK 99577

Re: Incomplete Transfer Application for License # 5390 DBA-Marcello's Greek & Italian Restaurant

Dear Applicant:

I have received and reviewed your application for transfer of liquor license 5390. At this time, your application is still considered incomplete. I am returning your application as you have yet to respond to our incomplete letter dated 09/14/2018 per 3 AAC 304.105(e).

If you wish to still obtain a liquor license you will be required to reapply from the beginning and provide new fees. No further corrections may be made to this application for license # 5390.

Completed documents may be scanned and emailed, and any questions or concerns may be sent to alcohol.licensing@alaska.gov.

Thank you for your diligence toward completing your application.

Respectfully,

A handwritten signature in black ink, appearing to read "Mikal Milton".

Mikal Milton
Records and Licensing Supervisor



September 14, 2018

FCAOLM LLC
Marcello's Greek & Italian Restaurant
VIA email: piccolinosgir@gmail.com

Re: Incomplete Transfer Application for Restaurant/Eating Place License # 5390 dba: Marcello's Greek and Italian Restaurant

Dear Applicant:

I have received and reviewed your liquor license application. At this time, your application is considered incomplete. If you fail to complete this application within **28 days** of the date of this notice, your application will be returned to you, and you will be required to file a new application and pay a new fee, per 3 AAC 304.105(e).

Please make the following necessary changes and/or submit the required documents in order for your application to be deemed complete:

When our office received your transfer application, the previously returned transfer application was attached. Please only submit the documents that you would like reviewed for the current application these documents were not reviewed.

- **AB-01**
 - **Page 1, Section 1, Transferor Information**
 - **Licensee**- You have listed "FCAOLM LLC" as the Transferor Licensee. However, the license is currently held by "Baked Alaska Alehouse, Inc". Please correct.
 - **License Type**- You have listed "Restaurant/Eating" as the license type. You must list the full license type "Restaurant/Eating Place"
 - **Doing Business As**- You have listed "BAKED ALASKA ALEHOUS, INC." Currently "Baked Alaska Alehouse" is the DBA for this license. Please correct.
 - **Page 2, Section 2, Transferee Information**
 - **Doing Business As**- You have listed MARCELLO'S GREEK AND ITALIAN RESTAURANT, please confirm whether you are requesting this as the DBA or if you will be using is "Marcello's Greek & Italian Restaurant" which is the DBA listed on the Business License.
 - **Page 3 Section 5, Entity Ownership Information**
 - **Entity Official**-You have listed "Francisco Rodriguez", however, "Francisco E Rodriguez" is the name listed with CBPL (State of Alaska Division of Corporations, Business, and Professional Licenses) This must match CBPL Exactly.
 - **Title(s)** - You have listed "Owner", however the title listed with CBPL is "Member". This must match exactly.
 - **Page 4**
 - **Registered Agent**- You have listed Francisco Rodriguez, CBPL lists this individual as Francisco E Rodriguez. These must match exactly.
 - **Page 5**

- **Section 6- Other Licenses**
 - You have marked “Yes”, you must “disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s)” in the provided space.
- **Section 7- Authorization**
 - You have marked “Yes”, you must “disclose the name of the individual and the reason for this authorization” in the provided space.
- **Page 6 Section 8- Transferor Certifications**
 - You must receive certification (Signature and Notarization) on this page from the controlling interest of the license.
- **Page 7 Section 9- Transferee Certifications**
 - The Transferee must certify the statements on this page as true and correct by placing their **initials in the provided boxes**.
- **AB-02**
 - **Page 1**
 - **Doing Business As-** You have listed MARCELLO’S GREEK AND ITALIAN RESTAURANT, please confirm whether you are requesting this as the DBA or if you will be using is “Marcello’s Greek & Italian Restaurant” which is the DBA listed on the Business License.
 - **Premises Address-** The provided Premises Address is 3048 Mountain View Drive. However, the address listed elsewhere and the current address for this license is 3048 Mountain View Drive Suite 102 & 104. Please confirm which is correct and list the corrected Premises Address.
 - **Attached Documents-**You indicated that you did submit additional documents in lieu of or in addition to the second page of this form. However none was provided.
 - **Page 2/Supplemental**
 - **You must provide a diagram that meets all of the requirements listed on pages 1 and 2 of the AB-02 form.**
- **AB-07**
 - **The Provided AB-07 indicates Posting Dates of 02-01-18 to 02-12-18. These dates do not fall within the 60 days immediately preceding the filing of this application 9/13/2018. You must repost a true and correct copy of your AB-01 for 10 days in 2 locations and provide a new signed and notarized affidavit after that posting. When you provide the new affidavit please make the following corrections-**
 - **Doing Business As-** You have listed MARCELLO’S GREEK AND ITALIAN RESTAURANT, please confirm whether you are requesting this as the DBA or if you will be using is “Marcello’s Greek & Italian Restaurant” which is the DBA listed on the Business License.
 - **ZIP-** The provided ZIP-99518 does not match the Premises Address ZIP for the rest of your application (99508). Please confirm the correct ZIP for this license and correct.
 - **Other Conspicuous Location-** “Carrs” is an insufficient location, please indicate the location of “Carrs” that you posted at.
- **Affidavit of Publication**
 - **The Provided Affidavit of Publication is dated June 7, 2018 which is not within the required 60 days of filing your application (9/13/2018). You must advertise one (1) day each week for three (3) consecutive weeks and supply a new affidavit at the end of this publication period.**
 - When making the new publication please make the following corrections-
 - **Licensee-** You have listed Fcaom LLC, however it is listed as FCAOM LLC in the remainder of your application and in CBPL. This must match exactly.
 - **Doing Business As-** You have listed “Marcello’s Greek Italian Restaurant”, please confirm whether you are requesting this as the DBA or if you will be

- using is “Marcello’s Greek & Italian Restaurant” which is the DBA listed on the Business License.
- **Premises Address-** The provided Premises Address is 3048 Mountain View Drive. However, the address listed elsewhere and the current address for this license is 3048 Mountain View Drive Suite 102 & 104. Please confirm which is correct and list the corrected Premises Address.
- **AB-08a**
 - **Page 1**
 - **Title(s)** - You have listed “Owner/ Operator”, however the title listed with CBPL is “Member”. This must match exactly.
 - **Page 2**
 - You must sign your initials in the box to the right of the applicable statements.
 - **AB-09**
 - **EIN-**Please ensure that you have listed your Employer Identification Number, if this is the correct EIN no change to this section is needed.
 - **Doing Business As-** You have listed MARCELLO’S GREEK & ITALIAN RESTAURANT, please confirm whether you are requesting this as the DBA or if you will be using is “Marcello’s Greek & Italian Restaurant” which is the DBA listed on the Business License.
 - **AB-11**
 - **Page 1**
 - **Licensee, DBA and EIN-**You have provided the Licensee and Doing Business As for the TRANSFEREE, please provide the TRANSFEROR Licensee and DBA (Currently our system lists Baked Alaska Alehouse LLC DBA Baked Alaska Alehouse). Additionally this is not the EIN that we have on file for this licensee, please ensure that you have listed the EIN for the current license holder.
 - **Page 2**
 - You must read the statement and then initial the box on Page 2.
 - **Entity Documents**
 - You are required to submit a copy of the Articles of Organization, Certificate of Organization and Operating Agreement for FCAOLM LLC per 3 AAC 304.105(b)(7)(A)
 - **Lease or Deed**
 - You are required to provide copies of deeds, lease agreements, or other documents that show that FCAOM LLC right or title to, or interest in, land and buildings at the location of the business to be licensed 3 ACC 304.105 (b)(6). If a lease, lease amendment or deed is provided it must have an effective date of “upon license transfer” so that the current license holder retains right/title during the transfer process.
 - **AB-03**
 - **Page 1**
 - **Licensee-** You have listed FCAOMLLC, but elsewhere in your application it is listed as FCAOM LLC. Please correct
 - You have listed MARCELLIO’S GREEK AND ITALIAN RESTAURANT, please confirm whether you are requesting this as the DBA or if you will be using is “Marcello’s Greek & Italian Restaurant” which is the DBA listed on the Business License.
 - **Page 2**
 - You have indicated that additional diagrams or forms were attached. Please review this question once your AB-03 form is complete and provide the appropriate answer based on the documents that you submit.
 - **Page 3/Supplemental**
 - **You must provide a diagram that meets all of the requirements listed on pages 1 and 3 of the AB-03 form.**

- **Page 4**
 - You have typed your initials in the provided boxes, you must sign them.

It is very important that you submit the above corrections and/or documents **as soon as possible**. AMCO staff need adequate time to review the documents and determine if additional corrections and/or documents are necessary to complete your application. An extension to the deadline above will not be granted.

Completed documents (with the exception of fingerprint cards or payments) may be scanned and emailed, and questions or concerns may be sent to alcohol.licensing@alaska.gov.

Thank you for your immediate diligence toward completing your application.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mikal Milton', with a large, sweeping flourish extending to the right.

Mikal Milton
Occupational Licensing Examiner



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

Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

What is this form?

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

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

Section 1 – Transferor Information

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

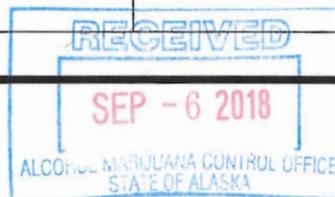
Licensee:	FCAOLM LLC	License #:	5390
License Type:	RESTAURANT/ EATING	Statutory Reference:	AS04.11.100
Doing Business As:	BAKED ALASKA ALEHOUS, INC		
Premises Address:	3048 MOUNTAIN VIEW DRIVE SUITE 102 & 104		
City:	ANCHORAGE	State:	AK
		ZIP:	99508
Local Governing Body:	MUNICIPALITY OF ANCHORAGE		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	124045
Board Meeting Date:		License Years:	
Issue Date:		BRE:	





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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

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

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

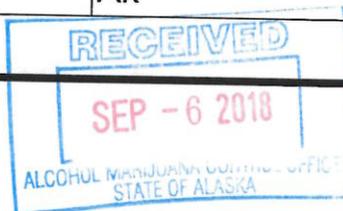
Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6. If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Francisco Rodriguez				
Title(s):	Owner	Phone:	907-406-3688	% Owned:	100
Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	Ak	ZIP:	99508





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

Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

[Empty text box for disclosure]

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

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

[Empty text box for disclosure]





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

Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 9 - Transferee Certifications

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

Initials

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

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

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

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

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

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

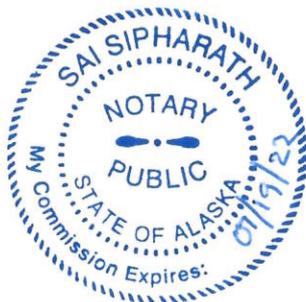
Handwritten signature of Francisco E. Rodriguez

Signature of transferee

Francisco E. Rodriguez

Printed name

Subscribed and sworn to before me this 6th day of September, 2018.

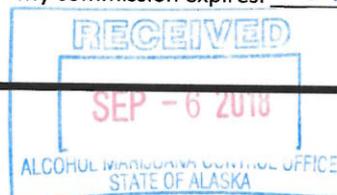


Handwritten signature of Notary Public

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 07/19/22





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

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

What is this form?

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

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

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

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC	License Number:	5390
License Type:	RESTAURANT/EATING PLACE		
Doing Business As:	MARCELLO'S GREEK & ITALIAN RESTAURANT		
Premises Address:	3048 MOUNTAIN VIEW DRIVE		
City:	ANCHORAGE	State:	AK ZIP: 99508





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Alaska Alcoholic Beverage Control Board
Form AB-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC				
License Type:	RESTAURANT/ EATING PLACE				
Doing Business As:	MARCELLO'S GREEK AND ITALIAN RESTRAURANT				
Premises Address:	3048 MOUNTAIN VIEW DR SUITE 102 & 104				
City:	ANCHORAGE	State:	AK	ZIP:	99518

Section 2 – Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 02-01-18 End Date: 02-12-18

Other conspicuous location: CARRS

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

Signature of licensee

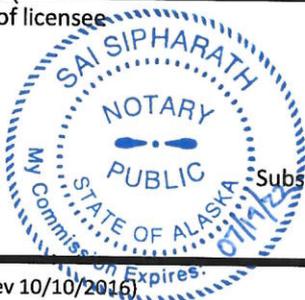
Francisco Rodriguez

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 07/19/22



Subscribed and sworn to before me this 6th day of September, 2018.

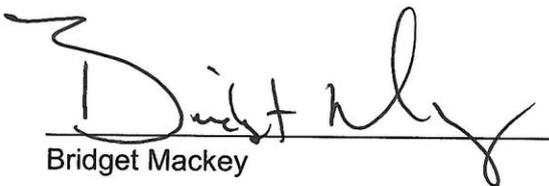


Anchorage Press
731 I Street Suite 102
Anchorage, AK 99501

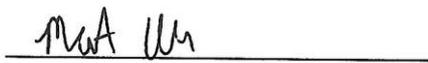
Liquor License Transfer
Baked Alaska Alehouse Inc.
D/B/A Baked Alaska Alehouse
located at 3048 Mountain
View Drive, Suite 102 & 104
Anchorage, AK 99518 is applying
for transfer of a Restaurant
Eating Place AS 04.1.1.100 liquor
license #5390 to Fcaolm LLC
D/B/A Marcello's Greek Italian
Restaurant located at
3048 Mt. View Drive Anchorage,
AK 99501.

Interested persons should
submit written comment to
their local governing body,
the applicant and to
the Alcoholic Beverage Control
Board at 550 West 7th Ave, Suite
1600 Anchorage AK 99501.

I, Bridget Mackey, advertising representative for The Anchorage Press verify that the liquor license notice for Fcaolm LLC d/b/a Marcello's Greek Italian Restaurant appeared in the June 7, 2018 issue of the Anchorage Press Newspaper.


Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state of Alaska, on this 7th day of June 2018.


Notary Public Signature

07-22-2020 Commission Expires





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

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the *applicant* and the applicant's *spouse*.
- If the applicant is a **corporation**, this form must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a **limited liability organization**, this form must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a **partnership**, including a **limited partnership**, this form must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

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

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	FCAOLM LLC				
License Type:	Resaurant/ Eating Place	License Number:	5390		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Drive Suite 102&104				
City:	Anchorage	State:	Ak	ZIP:	99508

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Francisco Rodriguez
Title:	Owner/ Operator
Date of Birth:	[REDACTED]





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 Anchorage, AK 99501
alcohol.licensing@alaska.gov
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Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have been convicted of one or more of the above offenses, and I have attached a written explanation that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

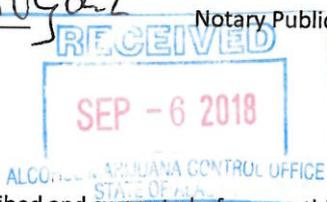
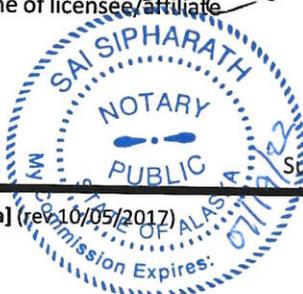
I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct and complete.

Signature of licensee/affiliate

Signature of Notary Public

Printed name of licensee/affiliate

Notary Public in and for the State of Alaska



My commission expires: 07/19/22

Subscribed and sworn to before me this 6th day of September, 2018.



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Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC				
License Type:	RESTAURANT/ EATING PLACE	EIN:	[REDACTED]		
Doing Business As:	MARCELLO'S GREEK & ITALIAN RESTAURANT				
Premises Address:	3048 MOUNTAIN VIEW DR SUITE 102 & 104				
City:	ANCHORAGE	State:	AK	ZIP:	99508

Section 2 – Certifications

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Francisco R. Rodriguez

Printed name of licensee

Signature of Notary Public

[Signature]

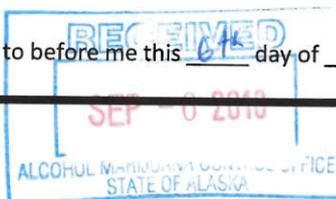
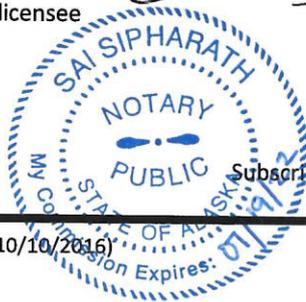
Notary Public in and for the State of

Alaska

My commission expires:

07/19/22

Subscribed and sworn to before me this 6th day of September, 2018.





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Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

What is this form?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's main office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 – Transferor Information

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

Licensee:	FCAOLM	License Number:	5390		
License Type:	RESTAURANT/ EATING PLACE				
Doing Business As:	MARCELLO'S GREEK AND ITALIAN RESTAURANT				
Premises Address:	3048 MOUNTAIN VIEW DR SUITE 102 & 104				
City:	ANCHORAGE	State:	Alaska	ZIP:	99508
Federal Tax ID # / EIN:	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
NONE	NONE	NONE





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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	FCAOLMLLC				
License Type:	RESTAURANT/ EATING PLACE	License Number:	5390		
Doing Business As:	MARCELLLO'S GREEK AND ITALIAN RESTAURANT				
Premises Address:	3048 MOUNTAIN VIEW DRIVE, SUITE 102 & 104				
City:	ANCHORAGE	State:	AK	ZIP:	99508
Contact Name:	FRANCISCO RODRIGUEZ	Contact Phone:	907-406-3688		

Section 2 – Type of Designation Requested

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

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for persons 16 or 17 years of age: AS 04.16.049(c)



NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY				
Issue Date:		Transaction #:		BRE:



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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Additional Information

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

Monday- Thursday, Wednesday, Thursday & Sunday: 11:00am- 9:00 pm
Friday and Saturday: 11:00am-10:00pm

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

Yes No

If "Yes", describe the entertainment offered or available:

[Empty text box for describing entertainment]

Food and beverage service offered or anticipated is:

table service buffet service counter service other

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

[Empty text box for describing other food and beverage service]



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

Yes No

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes No

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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 **and** clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.





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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 - Certifications and Approvals

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

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

FR

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

FR

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

FR

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

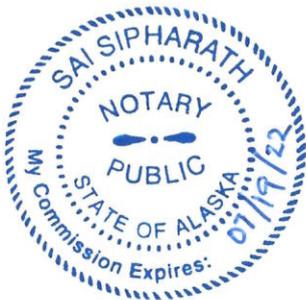
Signature of licensee

Signature of Notary Public

Francisco E. Rodriguez
Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 07/19/22



Subscribed and sworn to before me this 6th day of September, 2018.

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

Approved Disapproved

Approval checkboxes

Signature of local government official

Date

Printed name of local government official

Title





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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

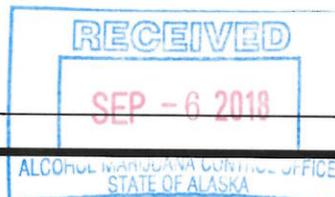
Approved Disapproved

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



APPETIZERS

DOLMAS Stuffed grape leaves with lemon infused rice. Served with pita bread & tzatziki sauce.	10.95	BREAD STICKS Baked in olive oil. Topped with garlic butter & parmesan. Served with marinara.	6.95
SPANAKOPITA Puff pastry filled with spinach, feta, parmesan & spinach. Served with tzatziki sauce.	12.95	CHEEZY BREAD White & cheddar cheese dough. Topped with garlic butter & parmesan. Served with marinara.	9.95
TZATZIKI Cucumber & yogurt sauce. Served with pita bread.	5.95	MOZZARELLA STICKS Handmade breaded & deep fried cheese sticks. Served with marinara.	10.95
GRECIAN SCAMPI Tender prawns sautéed with olive oil, garlic & white wine. Topped with lemon & bread sticks.	18.95	STUFFED MUSHROOMS Mushrooms stuffed with turkey, scallops & crab meat stuffing. Topped with creamy béarnaise sauce & served with bread sticks.	16.95
GRECIAN BRUSCHETTA Cubed bread topped with dried tomatoes, basil & garlic. Marinated in olive oil, parmesan & olive oil.	13.95	CAFFESE Fried bread, marinara, mozzarella & pita. Delicious with pasta.	15.95
FRIED RAVIOLI Deep fried, breaded, cheese filled. Served with marinara.	12.95	BUFFALO WINGS or HOT TENDERS Tender wings or spicy wing sauce. Served with celery & blue cheese dressing.	12.95
CLAMS Braised clams, mussels & tomatoes sautéed in garlic, white wine, butter, seafood stock. Mediterranean herbs & parmesan. Served with bread sticks.	18.95	FRIED ZUCCHINI Homemade breaded zucchini, served with ranch dressing.	12.95
GALAMARI Breaded squid, deep fried & served with cocktail sauce.	15.95	ITALIAN RINGS Homemade breaded mushrooms, served with ranch dressing.	11.95
FRIED MUSHROOMS Breaded mushrooms sautéed with truffle cheese, spinach, feta & parmesan cheese. Served with marinara.	12.95	SAUSAGE CROSTINI Sautéed sausage, green peppers, onion & mushrooms. Oven baked with marinara. Served with garlic bread.	12.95
CHIPOTLE SKINS Fried skin filled with hot sauce, jalapeno, & cheddar. Served with spicy chipotle sauce.	12.95	COCKTAIL DI GAMBERI 5 pieces shrimp with cocktail sauce.	15.95
BUCE DE PATATA Fiesta style pulled pork, nachos, blue cheese crumbles, marinara, cheddar & parmesan.	15.95		

SOUP AND SALADS

HOMEMADE SOUP OF THE DAY		ANTIPASTO Mixed greens, pepperoni, canadian bacon, tomato, mushrooms, pepperoni, parmesan, tomato & black olives. Served with house vinaigrette.	11.95
CUP 4.50 BOWL 6.50		GREEK SALAD Mixed greens, Italian dressing, tomato, pepperoni, onion, feta. Served with house vinaigrette.	11.95
HOMEMADE DRESSINGS		MEDITERRANEAN SALAD Bread salad topped with green beans & marinated chicken. Served with bread & house vinaigrette.	14.95
THOUSAND DRESSING	1.50	CAJUN SALAD Mixed greens topped with chicken tenders, Cajun wing sauce, red onion, celery, carrots, tomato & blue cheese crumbles. Served with blue cheese dressing.	14.95
EXTRA 40% DRESSING	1.50	COBB SALAD Mixed greens topped with marinated chicken, bacon, tomato, and onion & blue cheese crumbles. Served with blue cheese dressing.	13.95
SIDE SALAD	4.50	CRISPY CHICKEN SALAD Mixed greens topped with chicken fingers, shredded parmesan, tomato, cucumber & red onion. Served with honey mustard dressing.	14.95
SOUP, SALAD & BREADSTICKS 10.95		SPINACH SALAD Mixed greens, carrots, tomato, black olives, cucumber & red onion. Choice of dressing.	13.95
SOUP, SALAD & BREADSTICKS 10.95			
CAESAR	10.95		
CHICKEN CAESAR	13.95		
HALIBUT CAESAR	25.95		
GARDEN SALAD	10.95		

KIDS MENU

MINI CHEESE PIZZA	9.95	CHICKEN FINGERS 3 chicken strips with french fries & ranch dressing.	9.95
MANTONI PIZZA	10.95	EXTRA CHICKEN STRIPS	2.50 EA
EXTRA TOPPINGS	1.00 EA	SPAGHETTI or RAVIOLI	7.95
		PENNE NOODLES	9.95

LUNCH MENU

SERVED FROM 11AM - 3PM

HOT SUBS
Made on an oven baked hoagie roll. Served with french fries.
*Excludes extra or salad 1.00

GREEK SUB Salami, pepperoni, Canadian bacon, feta & marinara. Oven baked. Topped with lettuce, tomato, onion, mayonnaise & house vinaigrette.	12.95	ITALIAN SAUSAGE SUB Served with onion, green pepper & mushrooms. Topped with marinara.	12.95
MEATBALL SUB Homemade meatballs, marinara & meat sauce. Topped with marinara.	12.95	EGGPLANT SUB Breaded eggplant with marinara. Served with marinara.	12.95
BEEF or CHICKEN PHILLY SUB Homemade meatballs, marinara & meat sauce. Topped with marinara.	12.95	CHICKEN PARMESAN SUB Breaded chicken with marinara. Served with marinara.	12.95
SPICY STEAK SUB Thin sliced beef, red & green bell peppers, onion & spicy chipotle sauce. Topped with marinara.	13.95	LIQUID SUB Sautéed chicken, ham, pineapple, red bell pepper & onion. Topped with marinara.	12.95

BURGERS

1/2 pound all beef patty topped with lettuce, tomato, onion, pickles & mayo on a sesame seed bun.
Served with french fries. *Excludes extra or salad 1.00

HAMBURGER	10.95	BLEU BURGER	13.95
CHEESE BURGER (AMERICAN)	11.95	PESTO BURGER	13.95
BACON CHEESE BURGER	12.95	CARNE BURGER	13.95
HAWAIIAN BURGER	12.95	CHIPOTLE BURGER	13.95
DENALI BURGER	12.95		
BREAKFAST BURGER	12.95		
VILLAGE BURGER	12.95		
RODEO BURGER	12.95		
Fiesta BURGER	12.95		

SANDWICHES

All on a sesame seed bun with mayo, lettuce, tomato, onion & pickle.
Served with french fries. *Excludes extra or salad 1.00

CHICKEN SANDWICH Chicken breast topped with marinara & melted cheese. Topped with french fries.	10.95	ATHENIAN SANDWICH Chicken breast topped with Greek Marinara sauce. Cheese, tomato, pickle, oil & feta.	13.95
PANKO SANDWICH Chicken breast topped with marinara, onion & onion. Cheese, tomato, pickle, oil & feta.	12.95	HALIBUT SANDWICH Fried halibut, feta, or cheddar with marinara sauce.	18.95
ALOHA SANDWICH Chicken breast, topped with marinara, pineapple & Swiss cheese.	12.95		
BASIL SANDWICH Chicken breast topped with marinara sauce, basil, onion & parmesan & Swiss cheese.	13.95		

GYRO

Served with french fries. *Excludes extra or salad 1.00

GYRO Slow roasted lamb & beef or marinated chicken wrapped in pita bread with lettuce, onion & tomato.	12.95	VEGGIE GYRO Deep fried eggplant or sautéed beefed veggie (spinach, mushrooms, green, green pepper & black olive) wrapped in pita bread with tomato, onion & tomato.	12.95
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PIZZA

PERSONAL PIZZA Four pieces of any personal pizza - 1in.	12.95	ADD SIDE SALAD	2.00
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CONSUMER ADVISORY

Consuming raw or undercooked meats, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

ITALIAN SPECIALTIES

SERVED ALL DAY
Add soup or side salad 4.50 / Substitute Alfredo or pesto sauce 4.00

SPAGHETTI Meat or vegetable sauce.	12.95	RAVIOLI DI CALORE Cheese filled ravioli served with marinara & spicy chipotle cream sauce.	18.95
WITH MEATBALL or SAUSAGE	17.95	EGGPLANT ROLLATINI Breaded & deep fried eggplant rolled with marinara, onion, tomato & parmesan. Oven baked, topped with an Italian style sauce.	18.95
FETTUCCINI ALFREDO Fettuccine sautéed in garlic, olive oil & Alfredo sauce. Available as regular.	15.95	CHICKEN PARMIGIANO Liquor breaded & sautéed with garlic, onion & white wine. Oven baked with marinara & parmesan. Served with spaghetti.	18.95
WITH CHICKEN	18.95	CHICKEN CACCIATORE Sautéed chicken in marinara, onion, mushrooms, tomato, onion & white wine. Served with pasta sauce.	18.95
BAKED ZITI	14.95	CHICKEN MARSALA Sautéed chicken, onion, mushrooms in a SWISS MARSALA WINE SAUCE served with pasta sauce.	20.95
ZITI BOTTEGA Pasta topped with mushroom sauce & baked zucchini.	14.95	CHICKEN PICCATA Sautéed chicken, onion, mushrooms, green pepper & capers in a garlic lemon sauce. Served with pasta sauce.	18.95
WITH CHICKEN	18.95	RAISED ESCAPE Pasta, green, tomato, sautéed chicken, feta, garlic. Oven baked with marinara.	20.95
LASAGNA Layered noodles, sautéed beef & three cheese. Oven baked.	18.95	TUSCAN BAKE Pasta, green, chicken, mushrooms, artichoke hearts, onion, capers & tomato. Oven baked with marinara. Choice of mushrooms or Alfredo sauce.	20.95
EGGPLANT PARMESAN Sautéed or deep fried & breaded eggplant, baked with marinara. Served with spaghetti marinara.	17.95	SALISICIA COMBINATA Fettuccine noodles, Italian sausage, red & green pepper, onion, mushrooms, parmesan cheese in a white sauce.	20.95
CHICKEN & BROCCOLI PENNE Sautéed chicken, white wine, olive oil, butter & parmesan.	16.95	MANICOTTI Ricotta & parmesan cheese. Oven baked, topped with marinara & tomato.	14.95
PASTA FORMAGGIO Oven baked with American, Swiss, marinara, parmesan & tomato sauce.	15.95		
RAVIOLI DI LIMONE Cheese filled ravioli topped with lemon, capers, garlic, mushrooms & onion.	18.95		

GREEK SPECIALTIES

Add soup or side salad 4.50 / Substitute Alfredo or pesto sauce 4.00

GYRO DINNER Slow roasted lamb & beef or marinated chicken wrapped in pita bread with lettuce, onion & tomato. Served with tzatziki sauce & french fries. - If you would like the gyro wrapped please specify.	14.95	GREEK SPAGHETTI Spaghetti sautéed in fresh garlic, butter, olive oil, feta & parmesan.	15.95
CHICKEN GYRO Marinated chicken over pita bread with onion & tomato. Served with tzatziki sauce & french fries. - If you would like the gyro wrapped please specify.	14.95	MOUSSAKA Layered sautéed eggplant, parmesan & sautéed ground beef. Topped with béchamel sauce. Baked with most sauce & marinara. A true unique flavor.	18.95
OLYMPIAN CHICKEN Chicken breast sautéed with Mediterranean herbs. Topped with olive oil & garlic sauce. Served with Greek spaghetti.	18.95	SPAGHETTI PUTTANESCA Spaghetti sautéed with ground chicken, pepperoni, green pepper, garlic, & tomato sauce. Served with most sauce. Topped with feta - VERY SPICY.	16.95
CHICKEN KARBOP Grilled marinated chicken, green pepper & onion. Topped with french fries. Served with marinara & choice of garlic mashed potatoes or pasta sauce.	16.95	WITH CHICKEN	19.95
		ATHENIAN EGGPLANT Deep fried breaded eggplant. Topped with onion, onion, mushrooms & tomato cream sauce. Served over garlic mashed potatoes.	18.95

THE FOLLOWING ITEMS MAY CONTAIN RAW OR UNDERCOOKED ANIMAL PRODUCTS:

• Steaks, cooked to order
• Oysters, cooked to order
• Traditional Caesar Dressing made with raw egg.
• Chicken, served on the half shell.
*Consuming raw or undercooked meats, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

HAND TOSSED PIZZAS

BASIC TOPPINGS Pepperoni, sausage, Canadian bacon, ground beef, black olive, green pepper, mushrooms, onion, green olive, jalapeno, pineapple, onion, mushrooms, fresh tomatoes, fresh garlic & pepperoni sauce.	SMALL 2.00 LARGE 3.00	EXTRA CHEESE Mozzarella or cheddar.	SMALL 1.00 LARGE 1.00
GOURMET TOPPINGS A 3.00 4.00 Artichoke heart, marinated mushrooms, red bell pepper, spinach, balsamic olive, sautéed chicken, capers, shallot & tomato.		DOUBLE CRUST	3.00 4.00
GOURMET TOPPINGS B 4.00 5.00 Italian sausage, marinated chicken, green pesto, artichoke, baby spinach & feta.		SAUCE Alfredo, pesto or chipotle.	5.00 4.00
		MOZZARELLA CHEESE	10.95 14.95
		1 BASIC TOPPING	12.95 17.95
		2 BASIC TOPPING	14.95 20.95

GOURMET PIZZA

SERVE NO HALF & HALF - ONLY 1 SPECIAL SUBSTITUTION ALLOWED
ALL BAKED WITH MOZZARELLA

HOUSE SPECIAL Pasta sauce, pepperoni, sausage, black olive, mushrooms & green pepper.	SMALL 16.95 LARGE 26.95	GYRO PIZZA Greek chicken, onion, most onion, feta & french fries.	SMALL 16.95 LARGE 26.95
VEGETARIAN Pasta sauce, onion, black olive, mushrooms, green pepper & fresh tomato.	16.95 26.95	DELUXE Cauliflower, mushrooms, marinated chicken, mushrooms & fresh tomato.	16.95 26.95
MEAT LOVERS Pasta sauce, sausage, ground beef, black olive, pepperoni & Canadian bacon.	16.95 26.95	NEAPOLITAN Cauliflower, onion, green pepper, artichoke hearts, baby spinach, pineapple & fresh tomato.	16.95 26.95
ABRUZZO Artichoke, green sauce, sausage, red pepper & onion. SPICY!	16.95 26.95	FRESCO Cauliflower, onion, green pepper, artichoke hearts, baby spinach, pineapple & fresh tomato.	16.95 26.95
MAHALO DELIGHT Cauliflower, onion, green pepper, pineapple & feta.	16.95 26.95	ROMAN Cauliflower, marinated chicken, sautéed chicken, onion & feta.	16.95 26.95
SCURRO BBQ sauce, chicken, onion & feta.	16.95 26.95	RUSTICA Cauliflower, mushrooms, onion, green pepper, tomato, mushrooms, onion, green pepper, pepperoni & feta.	16.95 26.95
PICANTE Spicy hot sauce, red pepper, black olive, onion, blue cheese crumbles & topped with fresh lettuce.	16.95 26.95	RANCHERO Ranch, marinated chicken, feta & onion.	16.95 26.95
GREEK Cauliflower, pepperoni, mushrooms, onion, green pepper, feta & fresh tomato.	16.95 26.95	NORTHERN ITALIAN Cauliflower, pepperoni, marinated chicken, onion, red sauce & green pepper. SPICY!	16.95 26.95
MILANO Cauliflower, fresh baby spinach, mushrooms, onion & feta.	16.95 26.95		

CALZONES

All made with marinara / Extra 40% side of meat sauce, marinara or dressing 1.50

MEATBALL Pasta sauce & homemade meatballs. Served with most sauce.	15.95	EL DABLO Creamy chipotle, pepperoni, sausage & hot pepper. SPICY! Served with ranch dressing.	15.95
VEGETARIAN Pasta sauce, mushrooms, green pepper, onion, black olive & feta. Served with marinara.	15.95	SPINACH Cauliflower, baby spinach, marinated chicken, onion.	15.95
PICCOLINO Garlic butter, green pesto, mushrooms, onion & feta. Served with ranch.	15.95	MEAT Pasta sauce, pepperoni, sausage & Canadian bacon. Served with most sauce.	15.95
BBO CHICKEN BBQ Sauce, chicken & onion. Served with ranch dressing.	15.95	GREEK Cauliflower, pepperoni, mushrooms, onion, green pepper & feta. Served with marinara.	15.95
CHICKEN Alfredo sauce, cheddar/marinara chicken, mushroom & onion. Served with marinara.	15.95	SPICY Garlic butter, pepperoni, pineapple, jalapeno & feta. Served with marinara.	15.95
ITALIAN Artichoke, pizza sauce, sausage, red, green pepper & feta. SPICY! Served with marinara.	15.95	MAWI WAWI Cauliflower, onion, green pepper, parmesan & pineapple. Served with ranch dressing.	15.95

Pick up & Delivery Available!

MEATS

Served with soup or side salad & breadsticks. Choice of pepper marinara or garlic mashed potatoes.
Upgrade to perenne alfredo or greek spaghetti 4.00

RIB EYE STEAK Center cut - 14 oz.	32.95	FILET STEAK New York topped with bleu cheese truffle cream sauce.	39.95
NEW YORK STEAK Center cut - 14 oz.	30.95	The following can be added to any of the steaks.	
BEEF SOUVLAKI Marinated top sirloin chunks, onions, green peppers & mushrooms. Charbroiled. Cooked medium or well done.	26.95	(3) FRIED PRAWNS	12.95
LAMB CHOPS Lamb seasoned in our special herb mix. Charbroiled to perfection.	34.95	SAUTEED MUSHROOMS	4.95
		SAUTEED ONIONS	3.50

SEAFOOD

Served with soup or side salad & breadsticks.

SHRIMP PARMESANO Lightly breaded prawns oven baked with mushroom sauce served with spaghetti topped with parmesan sauce.	26.95	JAMBALAYA FETTUCCINI Prawns, sausage & chicken sautéed with green peppers & onions in a spicy jambalaya cream sauce.	29.99
CIOPPINO WITH SPAGHETTI Sautéed prawns, scallops, halibut & mussels in garlic, olive oil & white wine. Served in Porecchio tomato basil sauce.	29.95	SHRIMP PUTTANESCA Spaghetti sautéed with Greek olives, peppercorns, green peppers, garlic & Parmesan tomato basil sauce. Topped with feta. VERY SPICY.	29.95
FETTUCCINI DI MARE Sautéed prawns, scallops, halibut & clams in garlic & Alfredo sauce with fettuccini noodles. Arzetta or reggiano.	29.95	CAPTAIN'S PLATTER Pasta battered & fried prawns, halibut & beer battered scallops. Served with fries, cocktail & tartar sauce.	28.95
ITALIAN SCAMPI Sautéed prawns, garlic, white wine, lemon & run about tomatoes. Finished in a red-hot herb reduction with spaghetti noodles.	28.95	HALIBUT FISH & CHIPS (5pc) Pasta battered & fried halibut strips. Served with tartar sauce & fries.	26.95
SHRIMP FETTUCCINI Sautéed prawns with noodles, alfredo sauce & white wine.	28.95		

HALIBUT

Served with soup or side salad & breadsticks. Choice of pepper marinara or garlic mashed potatoes.
Upgrade to perenne alfredo or Greek spaghetti 4.00

HALIBUT PICCOLINO Halibut charbroiled with Mediterranean herbs. Topped with olive oil & lemon garlic sauce. Served with a side of sautéed vegetables.	29.95	HALIBUT BRANZINO Pan seared halibut topped with a lemon caper sauce, sautéed onions & mushrooms. Served with a side of sautéed vegetables.	29.95
HALIBUT CALABRESE Baked halibut, stuffed with crab, shrimp & scallop bread stuffing. Wrapped in phyllo dough. Topped with creamy lobster sauce. Served with a side of sautéed vegetables.	30.95	BLACKENED HALIBUT Pan seared halibut with spicy herbs. Served with a side of sautéed vegetables.	29.95

GREEK COMBO FOR TWO 72.95

Served with soup or side salad.

Four lamb chops seasoned in our special herb mix, one Lamb beef & one chicken open faced gyro, served with Greek spaghetti, sautéed vegetables & tzatziki sauce.

CONSUMER ADVISORY
RECEIVED
Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.
MAR 19 2018

BEVERAGES

•FOUNTAIN SODA	3.00	•WHOLE MILK	3.00
•PITCHER OF SODA	6.50EA	•CHOCOLATE MILK	3.50
•LEMONADE	3.00	•DARK EUROPEAN ROAST COFFEE	3.50
•UNSWEETENED TEA	3.00	•DECAF COFFEE	3.00
Or •RASPBERRY (REFILLABLE)	3.00	•JUICE (ORANGE, APPLE & CRAN-GRAPE)	3.75
•ITALIAN CREAM SODA	4.50EA	•HOT LIPTON TEA	3.00
•FRUIT SMOOTHIES (ASK SERVER FOR CURRENT SELECTION)	5.50	•HERBAL TEAS & GREEN TEA	3.50
•SHIRLEY TEMPLE (NOT REFILLABLE)	3.50	•HOT CHOCOLATE	3.75
•(HENRY WEINHART) CREAM SODA'S (VANILLA, ORANGE, & BLACK CHERRY)	3.75	•SAN PELEGRINO (SPARKLING WATER)	4.95
		•FLAVORED SYRUPS 1 SHOTS	99¢
		•SIDE CHERRIES	50¢

DESSERTS

NEW YORK CHEESECAKE Lemonberry or Raspberry Topping.	7.50	SPUMONI/VANILLA ICE CREAM 1 scoop topped with chocolate syrup, whipped cream & a cherry.	4.95
LEMON CHEESECAKE	8.95	BISCOTTO A LA CREMA Fresh warm cookie & 1/2 milk.	7.95
ALMOND JOY CHEESECAKE	9.95	PEACH OR BERRY CRISP Served à la mode.	7.95
TOFFEE MOUSSE CAKE	8.95	SOPAPILLAS Italian fried dough topped with chocolate, raspberry sauce & whipped cream.	5.95
CANNOLI Vanilla or lemon zest.	7.50	CINNAMON DROPS Italian fried dough rolled in cinnamon and eggs, drizzled with caramel.	5.95
7 LAYER CHOCOLATE CAKE	10.50		
BAKLAVA	8.50		



NOW OPEN!
ANCHORAGE, AK.
LOCATION • NEXT TO BASS PRO SHOP

3048 Mountain View Dr. #101, Anchorage, Ak. 99501.
PH: (907) 646 1006 • FAX 646 1003

Dine-in, Pick up or Delivery!

marcellosak.com

Lunch menu available for PICK UP OR DELIVERY
After 4 PM.

WE CATER!!!!

Pick up & Delivery Available!

Pesto sauce contains NUTS
Consuming raw or undercooked meats, seafood, shellfish or eggs may increase your risk of foodborne illnesses.

PLEASE LET THE HOST KNOW ABOUT ANY FOOD ALLERGIES



WASILLA, AK.
LOCATION • NEXT TO VALUE VILLAGE
551 W. Parks hwy. Wasilla, Ak. 99654.
PH: (907) 357 4303 • FAX 357 4305

Dine-in, Pick up or Delivery!

marcellosak.com

Cards accepted: MasterCard & Visa - SORRY: NO PERSONAL CHECKS

Marcello's Restaurant



GREEK/ITALIAN CUISINE

WASILLA, AK.
LOCATION • NEXT TO VALUE VILLAGE
551 W. Parks hwy. Wasilla, Ak. 99654.
PH: (907) 357 4303 • FAX 357 4305

NOW OPEN!
ANCHORAGE, AK.
LOCATION • NEXT TO BASS PRO SHOP
3048 Mountain View Dr. #101, Anchorage, Ak. 99501.
PH: (907) 646 1006 • FAX 646 1003

marcellosak.com

Cards accepted: MasterCard & Visa - SORRY: NO PERSONAL CHECKS

OPEN SUNDAY - THURSDAYS 11 AM TO 9 PM
FRIDAY & SATURDAY 11 AM TO 10 PM
WITH EXTENDED SUMMER HOURS
ASK ABOUT OUR DAILY SPECIALS.

Milton, Mikal C (CED)

From: Alcohol Licensing, CED ABC (CED sponsored)
Sent: Tuesday, September 11, 2018 1:32 PM
To: piccolinosgir@gmail.com
Cc: Alcohol Licensing, CED ABC (CED sponsored); piccolinos@mtaonline.net
Subject: Liquor License Transfer Application 5390 DBA Marcello's Greek and Italian Restaurant

Hello,

Your application for transfer of license 5390 has been received. However, before review can be initiated our office requires the \$500 application fee.

You must provide this fee to our office before close of business on September 18, 2018 or your application will be returned to you in the manner in which it was received.

In addition, please note that we have received your previously returned application in addition to your transfer application. We cannot use the previously returned application in lieu of your transfer application documents. When review is completed, only the newly submitted documents will be reviewed.

Thank You

Mikal Milton

Occupational Licensing Examiner
Alcohol and Marijuana Control Office
Department of Commerce, Community and Economic Development

My *Alaska* Media

Bridget Mackey

Senior Multimedia Consultant
bridget.mackey@anchoragepress.com

731 I Street, Suite 102
Anchorage, AK 99501
myalaskamedia.com

Cell 907-240-9692
Office 907-644-5413
Fax 907-561-7777

Francisco Rodriguez

7 - Officials

Name	Address	% Owned	Titles
Francisco E Rodriguez			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Francisco E Rodriguez



Documents submitted during 3/19/2018 transfer application and again received during 9/6/2018 transfer application, being returned with 9/6/2018 transfer application.

Mikal Milton

Records and Licensing Supervisor

Alcohol and Marijuana Control Office



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

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

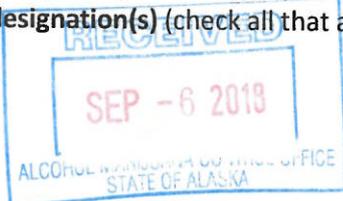
Enter information for licensed establishment.

Licensee:	FCAOLM LLC				
License Type:	Restaurant / Eating Place	License Number:	5390		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr, Suite 102 & 104				
City:	Anchorage	State:	Ak	ZIP:	99508
Contact Name:	Francisco Rodriguez	Contact Phone:	907-406-3688		

Section 2 – Type of Designation Requested

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

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for persons 16 or 17 years of age: AS 04.16.049(c)



NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY					
Issue Date:		Transaction #:	64059	BRE:	TJ2



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

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.





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

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Approved Disapproved

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

Marcello's Anchorage

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 - Transferor Certifications

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

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

Signature of transferor

Francisco Rodriguez

Printed name of transferor

Baked Alaska license transfer only.

Subscribed and sworn to before me this 22 day of Jan, 2018.



Dawn M Hoxie
Signature of Notary Public

Notary Public in and for the State of alaska

My commission expires: 2/14/18

Signature of transferor

Tara L Petricca

Printed name of transferor

Baked Alaska license transfer only.

Subscribed and sworn to before me this 23 day of January, 2018.



Dawn M Hoxie
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 2/14/18



Baked Alaska Alehouse license transfer only

7 - Officials

Name	Address	% Owned	Titles
Francisco E Rodriguez			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Francisco E Rodriguez





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

Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

What is this form?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's main office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 – Transferor Information

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

Licensee:	FCAOLM	License Number:	5390		
License Type:	Restaurant / Eating Place				
Doing Business As:	Marcello's Greek And Italian Restaurant				
Premises Address:	3048 Mountain View Dr Suite 102 & 104				
City:	Anchorage	State:	Alaska	ZIP:	99508
Federal Tax ID # / EIN:	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
None	None	None



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



Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

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

Signature of transferor

Francisco Rodriguez

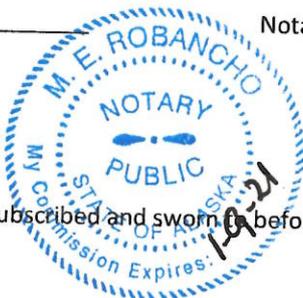
Printed name of transferor

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 01-09-2021

Subscribed and sworn to before me this 23rd day of FEBRUARY, 2018.



K

Marcello's Anchorage



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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 - Transferee Certifications

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

Initials

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten signature of Tara L Petricca]

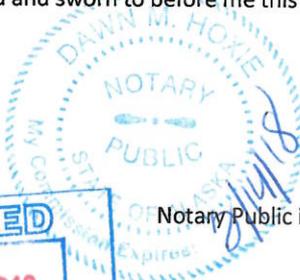
Signature of transferee

Tara L Petricca

Printed name

Based Alaska license transfer only

Subscribed and sworn to before me this 23 day of January, 2018.

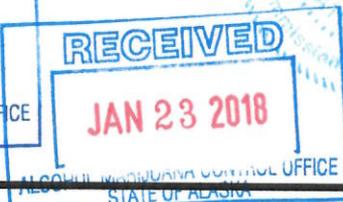


[Handwritten signature of Dawn M. Hoxie]

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 2/14/18



Based Alaska license transfer only

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

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

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

Signature of transferor

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

Signature of transferor

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____





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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10040619	AK Formed Date:	08/12/2016	Home State:	AK
Registered Agent:	Francisco Rodriguez		Agent's Phone:	907-406-3688	
Agent's Mailing Address:	P.O Box 770215				
City:	Eagle River	State:	AK	ZIP:	99577

Residency of Agent: Yes No

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





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alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

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

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

Section 1 – Transferor Information

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

Licensee:	FCAOLM LLC		License #:	5390	
License Type:	Restaurant / Eating		Statutory Reference:	AS04.11.100	
Doing Business As:	Baked Alaska Alehous, Inc				
Premises Address:	3048 Mountain View Dr Suite 102 &104.				
City:	Anchorage	State:	Ak	ZIP:	99508
Local Governing Body:	Municipality of Anchorage				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	64059
Board Meeting Date:		License Years:	2017-2018
Issue Date:		BRE:	TJZ



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



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

What is this form?

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

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

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

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC	License Number:	5390		
License Type:	Restaurant / Eating Place				
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	AK	ZIP:	99508





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

Alaska Alcoholic Beverage Control Board
Form AB-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC				
License Type:	Restarurant / Eating Place				
Doing Business As:	Marcello's Greek And Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 – Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 02/01/2018 End Date: 02/12/2018

Other conspicuous location: CARRS

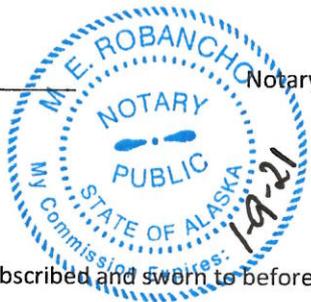
I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

[Signature]
 Signature of licensee

Francisco Rodriguez
 Printed name of licensee

[Signature]
 Signature of Notary Public

Notary Public in and for the State of ALASKA



My commission expires 01-09-2021

Subscribed and sworn to before me this 23RD day of FEBRUARY, 2018.



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

Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC				
License Type:	Restaurant / Eating Place	EIN:	[REDACTED]		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	AK	ZIP:	99508

Section 2 – Certifications

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of

ALASKA

My commission expires:

1-9-2021

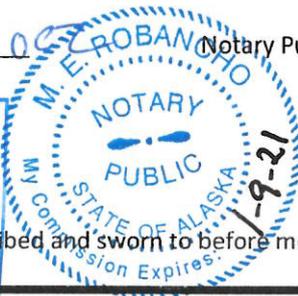
Subscribed and sworn to before me this

23RD

day of

FEBRUARY

2018





Attachment E

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

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the **applicant** and the applicant's **spouse**.
- If the applicant is a **corporation**, this form must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, this form must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, this form must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

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

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	FCAOLM LLC				
License Type:	Restaurant / Eating Place	License Number:	5390		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	Ak	ZIP:	99508

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Francisco Rodriguez
Title:	Owner / Operator
Date of Birth:	██████████





Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

FR

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

FR

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

FR

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

FR

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I **have been convicted** of one or more of the above offenses, and I **have attached a written explanation** that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

FR

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

Signature of licensee/affiliate

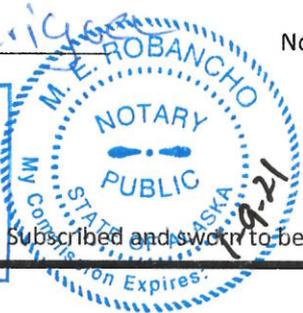
Printed name of licensee/affiliate

Francisco E. Rodriguez

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 01-09-2021



Subscribed and sworn to before me this 23rd day of FEBRUARY, 2018.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community, and Economic Development

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

April 27, 2018

FCAOLM LLC

Via email: piccolinosgir@gmail.com

Re: Incomplete Transfer Application for License #5390 DBA Marcello's Greek Italian Restaurant



Dear Applicant:

I have received and reviewed your application for renewal of your liquor license. At this time, your application is considered incomplete. Please make the following necessary changes and/or submit the required documents in order for your application to be deemed complete:

- **Form AB-01: Transfer License Application:**
 - Page 1, Section 1 – Transferor Information:
 - Please list information for the current licensee in this section.
 - The License Type should be listed as Restaurant/Eating Place
 - A typo is present in the Doing Business As field (Alehou, Inc instead of Alehouse).
 - Page 3, Section 5 – Entity Ownership Information:
 - The title listed for Francisco Rodriguez (Owner) does not match what has been listed for his title with the Alaska Division of Corporations, Business and Professional Licensing (CBPL). Please review your CBPL information to determine if the information listed is accurate and correct your application as necessary. For a LLC, information in this section is required for each Member with ownership interest of 10% or more, and each Manager of the LLC. You can search CBPL at <https://www.commerce.alaska.gov/cbp/main/search/entities>.
 - Page 7, Section 9 – Transferee Certifications:
 - Two copies of Page 7 were included in your application, indicating that both Francisco Rodriguez and Tara Petricca are the transferees. Please verify if this is accurate. *Mistake*
- **Form AB-02: Premises Diagram**
 - Page 2, Section 2: Premises Diagram:
 - No dimensions, cross-streets, or points of reference (such as the direction of true north) have been listed on your diagram.
 - Page 3 and 4:
 - The licensed premises has not been outlined in red, and this diagram is for a different location than the licensed premises.
 - Page 5, Exhibit A:
 - The licensed premises has not been outlined in red, and a different suite number (101) is listed.
 - Page 6:
 - The licensed premises has not been outlined in red.
- **Form AB-07: Public Notice Posting Affidavit**
 - Section 2 – Certification:
 - Please specify the address of the Carrs that a copy of Form AB-01 was posted at.
- ✕ **Publisher's Affidavit:**
 - The premises address listed in the advertisement does not list suite numbers.

TJ Zielinski
Occupational Licensing Examiner



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

May 8, 2018

FCAOLM LLC
DBA: Marcello's Greek Italian Restaurant
Via Mail:
PO Box 770215
Eagle River, AK 99577

Re: Incomplete Transfer Application for License #5390 DBA Marcello's Greek Italian Restaurant

Dear Applicant:

I have received and reviewed your application for a liquor license transfer. At this time, your application is still considered incomplete. I am returning your application as you have yet to respond to our incomplete letter dated April 27, 2018, per 3 AAC 304.105(e).

If you wish to still transfer this liquor license, you will be required to reapply from the beginning and provide new fees. No further corrections may be made to this application.

Questions or concerns may be sent to alcohol.licensing@alaska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "TJ Zielinski".

TJ Zielinski
Occupational Licensing Examiner

Wick Communications
731 I Street Suite 102
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777

Liquor License Transfer
Baked Alaska Alehouse Inc.
D/B/A Baked Alaska Alehouse
located at 3048 Mt. View Drive
Anchorage, AK 99501 is applying
for transfer of a Restaurant
Eating Place AS 04.11.100 liquor
license #5390 to Fcaolm LLC
D/B/A **Marcello's** located at
3048 Mt. View Drive Anchorage,
AK 99501.

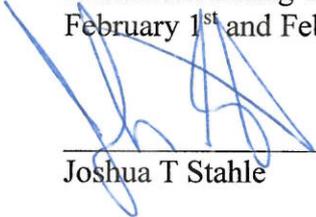
Interested persons should
submit written comment to
their local governing body,
the applicant and to
the Alcoholic Beverage Control
Board at 550 West 7th Ave. Suite
1600 Anchorage AK 99501.

3048 Mountain View
Dr, Suite 102 & 104
Anchorage, AK 99518

————— 6 —————

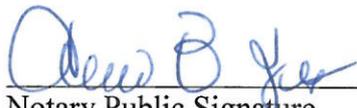
Marcello's Greek Italian
Restaurant

I, Joshua Stahle, advertising representative for Wick Communications verify that the Restaurant/Eating Place license transfer public notice for Fcaolm LLC appeared in the February 1st and February 8th and 15th of 2018 issues of the Anchorage Press Newspaper.



Joshua T Stahle

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 16 day of February, 2018.



Notary Public Signature

Notary Public
ANNIE D. JETER
State of Alaska
My Commission Expires May 27, 2020

May 27, 2020

Commission Expires

RECEIVED
MAR 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

What is this form?

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

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

Section 1 – Transferor Information

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

Licensee:	Baked Alaska Alehouse, Inc	License #:	5390
License Type:	Restaurant / Eating Place	Statutory Reference:	AS04.11.100
Doing Business As:	Baked Alaska Alehouse, Inc		
Premises Address:	3048 Mountain View Dr Suite 102 &104.		
City:	Anchorage	State:	Ak
		ZIP:	99508
Local Governing Body:	Municipality of Anchorage		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

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



Alcohol and Marijuana Control Office
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 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

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

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6. If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Francisco Rodriguez				
Title(s):	Vice President	Phone:	907-406-3688	% Owned:	49
Address:	PO BOX 773412				
City:	EAGLE RIVER	State:	Ak	ZIP:	99577



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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	TARA PETRICCA				
Title(s):	PRESIDENT	Phone:	907-346-1006	% Owned:	51
Address:	PO BOX 773412				
City:	EAGLE RIVER	State:	AK	ZIP:	99577

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

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

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

DOC Entity #:	10040619	AK Formed Date:	08/12/2016	Home State:	AK
Registered Agent:	Francisco Rodriguez	Agent's Phone:	907-406-3688		
Agent's Mailing Address:	P.O Box 770215				
City:	Eagle River	State:	AK	ZIP:	99577

Residency of Agent: Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-07: Public Notice Posting Affidavit

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

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC			
License Type:	Restarurant / Eating Place			
Doing Business As:	Marcello's Greek And Italian Restaurant			
Premises Address:	3048 Mountain View Dr. Suite 102 & 104			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 – Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 02/01/2018 End Date: 02/12/2018

Other conspicuous location: Carrs Grocery Store, 3101 Penland Pkwy, Anchorage, AK 99508

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

Signature of licensee _____

Francisco Rodriguez

Printed name of licensee

Signature of Notary Public _____

Notary Public in aid for the State of _____

My commission expires: _____

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



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

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the **applicant** and the applicant's **spouse**.
- If the applicant is a **corporation**, this form must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, this form must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a **limited partnership**, this form must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

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

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	FCAOLM LLC		
License Type:	Restaurant / Eating Place	License Number:	5390
Doing Business As:	Marcello's Greek & Italian Restaurant		
Premises Address:	3048 Mountain View Dr. Suite 102 & 104		
City:	Anchorage	State:	Ak
		ZIP:	99508

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Francisco E Rodriguez
Title:	President/ Member
Date of Birth:	[REDACTED]



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

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I **have been convicted** of one or more of the above offenses, and I **have attached a written explanation** that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

 Signature of licensee/affiliate

 Signature of Notary Public

 Printed name of licensee/affiliate

Notary Public in and for the State of _____

My commission expires: _____

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



Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

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

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 – Establishment Information

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

Licensee:	FCAOLM LLC				
License Type:	Restaurant / Eating Place	EIN:	[REDACTED]		
Doing Business As:	Marcello's Greek & Italian Restaurant				
Premises Address:	3048 Mountain View Dr. Suite 102 & 104				
City:	Anchorage	State:	AK	ZIP:	99508

Section 2 – Certifications

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of _____.

My commission expires: _____

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



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

What is this form?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's main office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 – Transferor Information

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

Licensee:	Baked Alaska Alehouse Inc	License Number:	5390		
License Type:	Restaurant / Eating Place				
Doing Business As:	Baked Alaska Alehouse Inc				
Premises Address:	3048 Mountain Vie Dr. Suite 102 &104				
City:	Anchorage	State:	Alaska	ZIP:	99508
Federal Tax ID # / EIN:	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
None		



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

FOR DIVISION USE ONLY

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Limited Liability Company
Initial Biennial Report

Entity Name: FCAOLM LLC
Entity Number: 10040619
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Francisco E Rodriguez
Physical Address: 18253 CLEAR FALLS CIR, EAGLE RIVER, AK 99577
Mailing Address: PO BOX 770215, EAGLE RIVER, AK 99577

Entity Physical Address: 551 W. PARKS HWY, WASILLA, AK 99654

Entity Mailing Address: PO BOX 770215, EAGLE RIVER, AK 99577

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Francisco E Rodriguez	PO Box 770215, Eagle River, AK 99577	100	Member

NAICS Code: 722110 - FULL-SERVICE RESTAURANTS

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Francisco E Rodriguez



AK Entity #: 10040619
Date Filed: 08/12/2016
State of Alaska, DCCED



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov



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Articles of Organization

Domestic Limited Liability Company

1 - Entity Name

Legal Name: FCAOLM LLC

2 - Purpose

Full Service Restaurant

3 - NAICS Code

722110 - FULL-SERVICE RESTAURANTS

4 - Registered Agent

Name: Francisco E Rodriguez
Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 18253 Clear Falls Cir, Eagle River, AK 99577

5 - Entity Addresses

Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 551 W. Parks Hwy, Wasilla, AK 99654

6 - Management

The limited liability company is managed by its members.



AK Entity #: 10040619
Date Filed: 08/12/2016
State of Alaska, DCCED



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
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Website: Corporations.Alaska.gov

FOR DIVISION USE ONLY

Articles of Organization

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722110 - FULL-SERVICE RESTAURANTS

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Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 18253 Clear Falls Cir, Eagle River, AK 99577

5 - Entity Addresses

Mailing Address: PO Box 770215, Eagle River, AK 99577
Physical Address: 551 W. Parks Hwy, Wasilla, AK 99654

6 - Management

The limited liability company is managed by its members.



**Operating Agreement of
Francisco E Rodriguez
A Single Member Limited Liability Company**

I. Formation.

a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Francisco E Rodriguez, a Member-managed Alaska single member limited liability company (FCAOLM LLC) formed under and pursuant to Alaska law.

b. Operating Agreement Controls. To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

c. Primary Business Address. The location of the primary place of business of Francisco E Rodriguez is:

PO Box 770215, Eagle River, Alaska 99577, or such other location as shall be selected from time to time by the Member.

d. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is FCAOLM LLC. The Agent's registered office is PO Box 770215, Eagle River, Alaska 99577. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.

e. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

a. Purpose. Francisco E Rodriguez is created for the following business purpose: "FCAOLM LLC will be a Full-Service Restaurants".

b. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.

c. Duration. Francisco E Rodriguez's term shall commence upon the filing of a Certificate of Formation and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

i. The Member votes to dissolve the Company;

ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;

EXHIBIT A
SITE PLAN

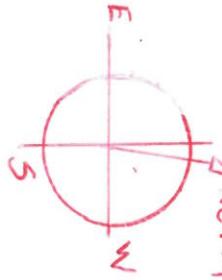
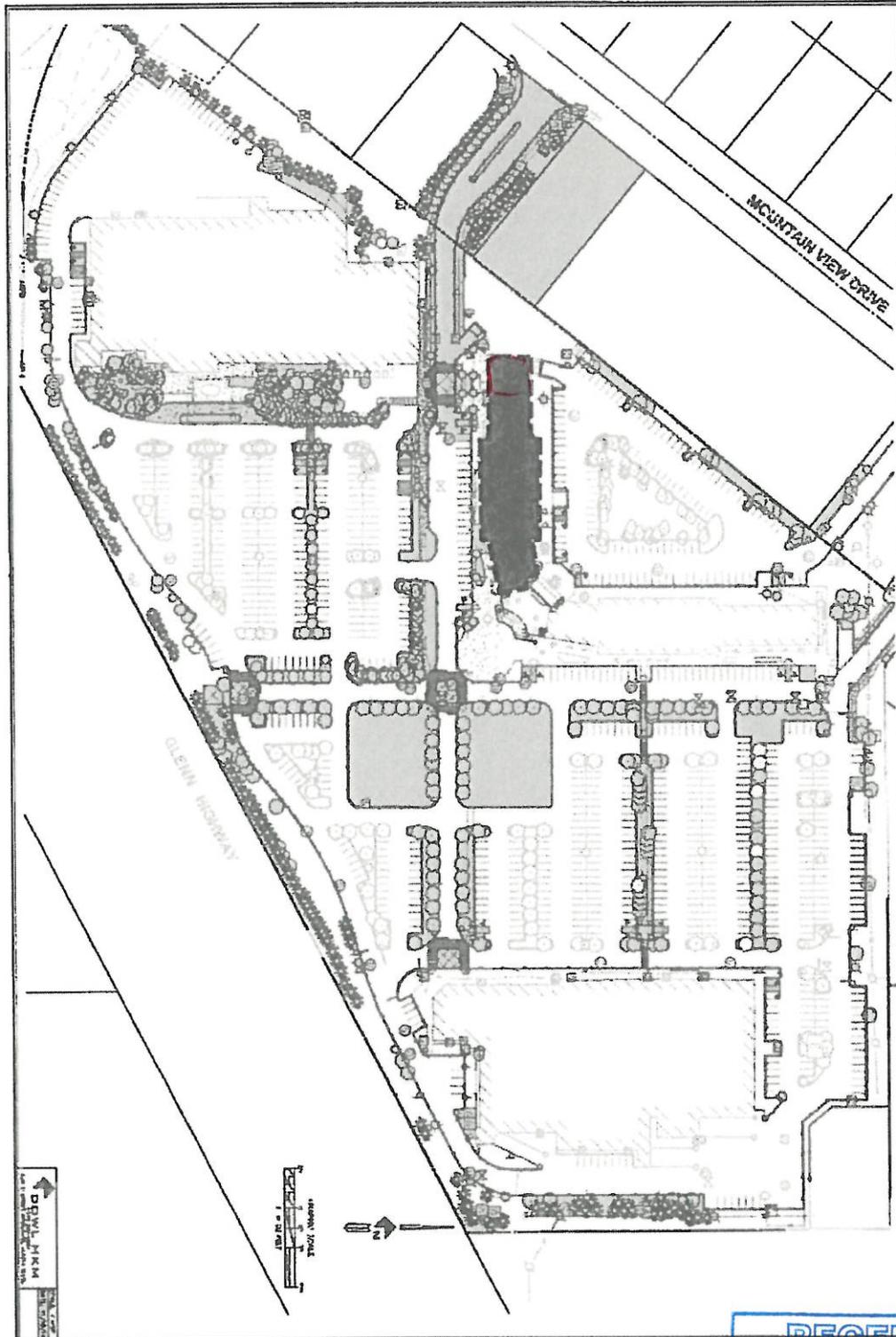
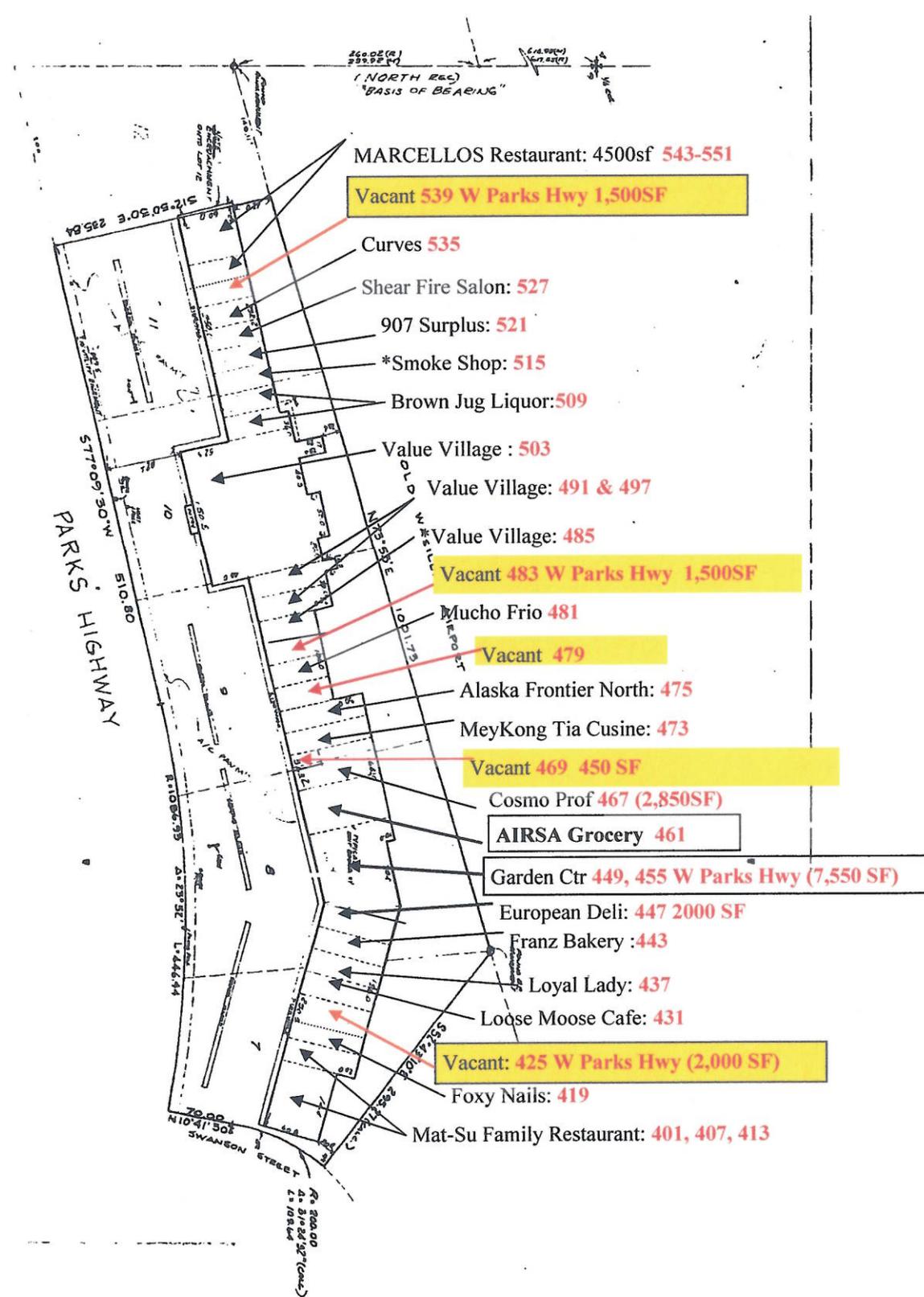
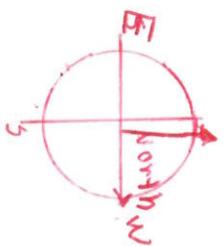


Exhibit A to Shopping Center Lease (Baked Alaska Alehouse, Inc.)

RECEIVED
MAR 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA



MARCELLOS Restaurant: 4500sf 543-551

Vacant 539 W Parks Hwy 1,500SF

Curves 535

Shear Fire Salon: 527

907 Surplus: 521

*Smoke Shop: 515

Brown Jug Liquor: 509

Value Village : 503

Value Village: 491 & 497

Value Village: 485

Vacant 483 W Parks Hwy 1,500SF

Mucho Frio 481

Vacant 479

Alaska Frontier North: 475

MeyKong Tia Cuisine: 473

Vacant 469 450 SF

Cosmo Prof 467 (2,850SF)

AIRSA Grocery 461

Garden Ctr 449, 455 W Parks Hwy (7,550 SF)

European Deli: 447 2000 SF

Franz Bakery : 443

Loyal Lady: 437

Loose Moose Cafe: 431

Vacant: 425 W Parks Hwy (2,000 SF)

Foxy Nails: 419

Mat-Su Family Restaurant: 401, 407, 413

AS-BUILT SURVEY

LOT 7, 8, 9, 10 AND 11, SNIPER SUBP.

UNIT NO. 4

MAY 6, 1993

SCALE: 1" = 50'

FB: 161

Ken DeCamp Land Surveying
P.O. Box 8788
Fairbanks, Alaska 99707
(907) 453-3333



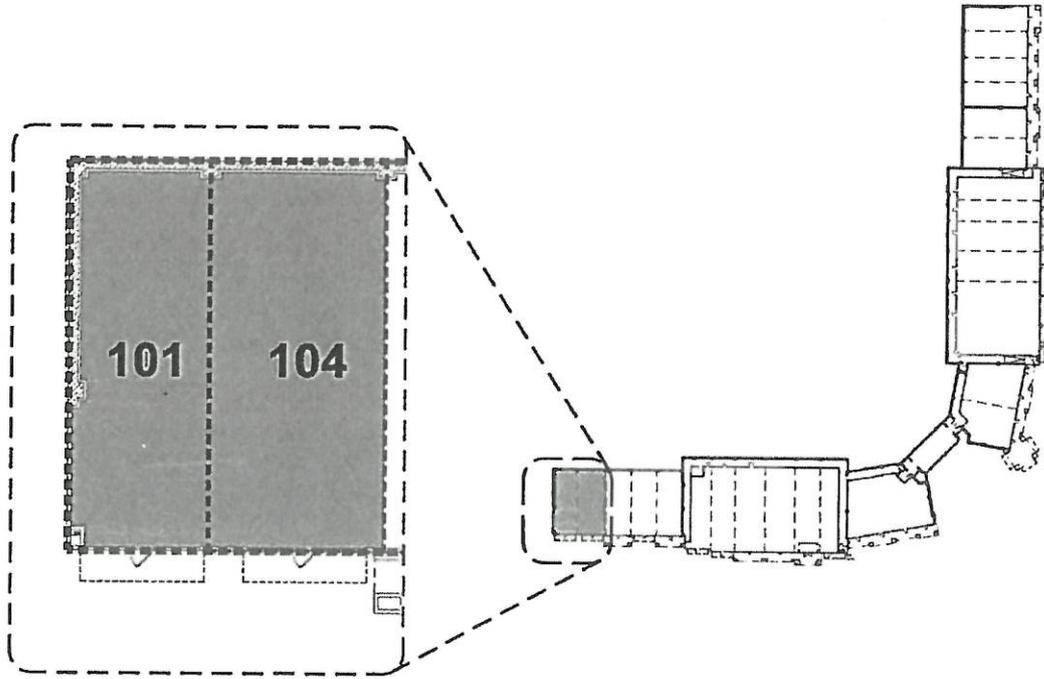


Exhibit A to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



AGREEMENT OF SALE AND PURCHASE

Agreement of Sale and Purchase (the "Agreement") made and effective this 5th day of Oct, 2017, by and between Baked Alaska Alehouse Inc. ("Seller"), and FCAOLM LLC ("Buyer").

Recitals:

- A. Seller owns and operates "Baked Alaska Alehouse Inc.", a restaurant operating within the Municipality of Anchorage, at 3048 Mountain View Drive, Anchorage, Alaska, together with furnishings, fixtures, equipment, personal property and inventory thereof ("the Business Assets"); and
- B. Buyer desires to purchase the Business Assets from Seller, and Seller desires to sell Business Assets to Buyer on the terms and conditions described below; and

Now, Therefore, Buyer hereby offers to purchase, on the terms of this Agreement, all of each respective Seller's right, title and interest in and to the Business Assets:

1. Purchase Price and Terms. Subject to the terms and conditions contained herein, the purchase price of the Business Assets and shall be [REDACTED] (the "Purchase Price"). The Purchase Price shall be paid as described in Paragraph 1.2.

1.1 Down Payment. [REDACTED] shall be required of Buyer. [REDACTED] payable to Glen Square LLC.

1.2 Equipment Lease: Buyer will continue to pay the Equipment lease that he is currently a 50% guarantor an attempt to transfer in current company name. Balance is [REDACTED]

1.3 Remainder of the Purchase Price. Payment for the Purchase Price shall be in accordance with the terms and conditions as follows:

- A. Promissory note in the amount of [REDACTED] to (Francisco Rodriguez) Exhibit 1 The term of the promissory note will be 1 year (12 monthly payments) per amortization payment schedule with the loan amortized over 2 years for the note and a final balloon payment of [REDACTED] (Francisco Rodriguez), with Ten percent (10%) interest.



B. A [REDACTED] Check made out to Tara Petricca

C. The Promissory note in the amount of [REDACTED] to (Tara Petricca) Exhibit 2. The term of the promissory note will be 4 months with Eight percent (8%) interest.

1.4 Allocation of the Purchase Price. The Purchase Price will be allocated to the Business Assets as follows:

FF & E - [REDACTED]

1.5 Security of the Purchase Price. Payment of the Purchase Price shall be secured by a Form UCC-1 financing statement against the Business Assets, including all accessions.

2. Sale of Business Assets. Seller agrees to sell, and Buyer agrees to purchase, all of Seller's right, title and ownership interest the Business Assets and all of its furniture, fixtures, equipment and other personal property, including, the following:

a. Furniture, Fixtures & Equipment All chattels, personally, machinery, equipment, furniture, fixtures, tools, computers & software, handling equipment, together with all accessories thereto and all other items of personal property related to the Baked Alaska Alehouse business, or used in connection, or on the premises of said business, including, but not limited to, all items of personal property in possession of suppliers, customers and public warehouses (the "FF & E"). The parties shall jointly complete a final inventory of the FF & E on the date of closing. Seller shall maintain current inventory lists of the FF & E until the date of closing.

3. Excluded Assets. Excluded from this sale and purchase are all of Seller's deposits, bank accounts, cash and cash equivalents, short-term investments, accounts receivable and notes receivable generated by the Baked Alaska Alehouse business prior to the closing date of this transaction.

4. Allocation of Purchase Price. Buyer and Seller agree to file federal Form 8594, Asset Acquisition Statement under Section 1060 of the U.S. Internal Revenue Code, and all other Tax Returns (including amended Tax Returns and claims for refund) in a manner consistent with the requirements of U.S. Tax Code Section 1060 and based on the fair market value of the Business Assets and and other assets as determined by arm's length negotiations between the parties.

5. Representations of Sellers. Seller warrants, represents and covenants as



follows:

- 5.1 This Agreement constitutes a valid and binding Agreement in accordance with its terms.
- 5.2 Seller has good and marketable title to the assets to be sold and conveyed to Buyer. Seller has full right to sell said assets to Buyer and has not entered into any other contract of sale or other transfer or encumbrance relating to the sale of the assets to be sold.
- 5.3 With regard to the Business Assets to be sold hereunder:
 - a. Seller owns and has good and marketable legal and beneficial title to the Business Assets, free and clear of all liens and encumbrances, and
 - b. The Business Assets shall be transferred to Buyer by an Assignment or Bill of Sale together with such other assignments, bills of sale, or instruments of conveyance, certificates of officers, and other documents as reasonably may be requested by the Buyer to consummate this Agreement and the transactions contemplated hereby, including, if required, necessary consents of third parties.
- 5.4 All the documents executed by the Seller which are to be delivered to the Buyer at closing will be legal, valid, and binding obligations of the Seller; will be sufficient to convey title to the Buyer as agreed herein; and do not now, and at the closing will not, violate any provisions of any agreement to which Seller is a party or is otherwise subject to.

6. Representations of Buyers. Buyer warrants and represents as follows:

- 6.1 This Agreement constitutes a valid and binding Agreement in accordance with its terms.
- 6.2 Buyer shall pay, provide for and be solely responsible for all accounts payable, warranty claims or any other liabilities of the Business of any kind incurred from and after the Closing Date of this transaction.

7. Representations and Warranties True at Closing. All representations and warranties of the parties set forth in this Agreement are true and correct as of the Closing Date, as if made on that date, and shall survive the closing of this transaction. If, prior to the Closing Date, either party shall discover that there exists or has occurred any condition which would make untrue any representation or warranty herein made by such party, the party so discovering shall provide prompt notice of the existence or occurrence of such



condition to the other party; the existence or occurrence of such condition of its obligations hereunder.

8. **Accounting Adjustments.** The operation of the Business Assets and related income and expenses up to the close of business on the day before the Closing Date shall be for the account of the Seller and thereafter for the account of the Buyer. Settlement of any items of expense or income which become apparent only after the Closing Date shall be made by the parties, in good faith, on an on-going basis after the Closing Date.

10 **Closing.** Closing of this transaction shall take place at the other location mutually agreed upon by the parties after all contingencies have been satisfied or waived (the "Closing Date"). The parties agree to take all necessary and appropriate action required to close this transaction by Oct 04, 2017 or sooner.

10.1 At Closing Buyer shall tender to Seller an executed promissory note; Seller will tender to Buyer a bill of sale for the Business Assets in substantially the form of Exhibit 3.

11. **Closing Costs and Transaction Expenses.**

11.1 Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this agreement and any other contemplated transaction documents, including all fees and expenses of agents, representatives, counsel, and accountants.

11.2 Seller has Not been paid and needs to be prorated as of Oct 2 the business personal property taxes, if any, due to the Municipality of Anchorage 2017 tax year assessed on the Business Assets. Any business personal property taxes due shall be prorated between Seller and Buyer as of the Closing Date based on the latest available tax rate and assessed valuation.

12. **Real Estate Brokers Commission.** Neither the Seller nor the Buyer has engaged any Broker in this transaction.

13. **Conditions to Closing.** The obligations of Seller and Buyer to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions:

13.1 **General Conditions Precedent.** All obligations of either party are expressly conditioned upon and subject to the other party's performance, observance and completion of each and every term and condition required to be performed, observed or completed by said party in this Agreement.



13.2 Conditions to Obligations of the Buyers. The obligations of the Buyer to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, in addition to any other conditions stated herein:

- a. The representations and warranties of the Sellers contained herein and in any document delivered in connection herewith shall, as of the Closing Date, be true and correct in all material respects.
- b. The covenants and agreements of the Seller contained in this Agreement to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects and Sellers are not otherwise in material default in performance of their obligations under this Agreement.
- c. The Buyer shall have received on the Closing Date the conveyance documents required hereunder.

14. Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, in addition to any other conditions herein stated:

- a. The representations and warranties of Buyer contained herein and in any document delivered in connection herewith shall, as of the Closing Date, be true and correct in all material respects.
- b. The covenants and agreements of Buyer contained in this Agreement to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects and the Buyer is not otherwise in material default in performance of its obligations under this Agreement.
- ~~c. The Seller shall have received on the Closing Date a secured promissory note in the amount of the Purchase Price as well as any other document required to be delivered by Buyer to Seller at the Closing of this transaction, dated on the Closing Date and validly executed by or on behalf of said Buyer.~~

15. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and shall be deemed duly given if delivered personally or sent by registered mail (with adequate postage prepaid) to the address set forth below with respect of each party or at such other address as such party designates in writing:



Buyers:

FCAOLM LLC
PO Box 770215
Eagle River, AK 99577

Seller:

Baked Alaska Alehouse Inc.
PO Box 773412
Eagle River, Alaska, 99577

16. **Time is of the Essence.** Time is of the essence in this transaction,
17. **Disclosure of Representation.** The parties consent to, acknowledge, and mutually represent as follows:

17.1 That this Agreement, and its attached Exhibits and other documents prepared for the purpose of closing this transaction, are the result of arm's-length negotiations between the parties hereto.

17.2 That the parties and their respective legal and tax counsel have each had an opportunity to review this instrument, and its attached exhibits and other documents prepared for the purpose of closing this transaction, and are fully apprised of the tax and legal consequences of closing this transaction in accordance with the terms and conditions herein agreed upon.

17.3 By reason of the foregoing, any rule of construction that an instrument should be construed strictly against the draftsman thereof shall not apply in any construction of this Agreement, nor of any instrument attached as an Exhibit hereto, or otherwise executed by the parties in connection with a closing of this transaction.

18. **Other Instruments; Cooperation.**

18.1 **Instruments.** The parties each agree to execute and deliver such further and additional documentation as may be necessary or appropriate to carry out the transactions contemplated by this Agreement, and any such documentation shall be in a form and of content mutually approved by the parties.

18.2 **Cooperation.** The parties shall each use their best efforts to cause the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof. The parties specifically agree to fully cooperate in taking all reasonable actions necessary to obtain all consents from any federal, state or local governmental entities, to obtain all consents, approvals and authorizations from other persons and to effect all filings, applications, registrations and notifications that the parties hereto deem necessary or desirable to consummate the transactions contemplated hereby.



19. **Risk of Loss.** The risk of loss, damage, or destruction to the Business Assets to be conveyed to the Buyer under this Agreement shall be borne by the Seller until the Closing Date, and thereafter by the Buyer.

20. **Default and Termination.** In addition to any other right of termination or default provided for above:

20.1 **Seller's Default.** If Seller defaults in its obligations hereunder, Buyer agrees to provide Seller with written notice of such default, specifying the nature of such default. Seller shall have Ten (10) days from receipt of such notice to cure such default. In the event Seller fails to so cure such default, and provided that Buyer has fully performed its obligations hereunder, Buyer may, in its discretion, elect to terminate this Agreement thereupon this Agreement shall become null and void and of no further force and effect and Buyer shall thereupon be released from all liabilities or obligations hereunder.

20.2 **Buyer's Default.** If Buyer defaults in its obligations hereunder, Seller agrees to provide Buyer with written notice of such default, specifying the nature of such default. Buyer shall have Ten (10) days from receipt of such notice to cure a default. In the event Buyer fails to cure the default, and provided that Seller has fully performed its obligations hereunder, Seller may, in its discretion, elect to terminate this Agreement thereupon this Agreement shall become null and void and of no further force and effect and Buyer shall thereupon be released from all liabilities or obligations hereunder.

20.3 **No Fault.** If, through no fault of either party, this transaction still fails to close on the Closing Date provided for above, then, absent agreement to the contrary, the this Agreement shall become null and void and of no further force or effect.

20.4 **Mutual Consent.** This Agreement may be terminated prior to the Closing Date by mutual consent of Buyer and Seller.

21. **Miscellaneous.**

21.1 This Agreement may not be amended or modified in any respect, except by an instrument in writing executed by both Seller and Buyer.

21.2 This Agreement shall be construed in accordance with, and governed by, the laws of Alaska. Any action, suit or proceeding arising out of or relating to this Agreement shall be brought in Superior Court for the Third Judicial District at Anchorage and each of the parties to this Agreement hereby irrevocably submits to the jurisdiction and venue of such court for



2021 ①

the purpose of any such action, suit or proceeding.

21.4 Words used in this Agreement which import one gender shall apply to any gender when appropriate, and any words which import the singular or plural shall be applied to the other when appropriate.

22. Entire Agreement. The parties hereto represent, acknowledge, and agree that in entering into this Agreement, or any other document executed in connection with a closing of this transaction, they have not relied upon any promises, representations, warranties, or statements of any kind or nature whatsoever, made by any party hereto, officer, director, or agent of said party or by any other person on behalf of said party, which is not expressly as set forth in this Agreement and the other documents executed in connection with a closing of this transaction. This Agreement and the other documents executed in connection with a closing of this transaction constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all prior oral or written agreements and undertakings between the parties hereto concerning the subject matters hereof.

Wherefore, the parties have executed this agreement effective as of the date first above written.

Baked Alaska Alehouse Inc.

By: Tara Petricca
Tara Petricca, President

FCAOLM LLC

By: Francisco Rodriguez
Francisco Rodriguez, Owner



On the 10 day of Oct., 2017
personally appeared before me
Francisco Rodriguez
proven to me to be the person(s) who
signed the above document.

Blesilda Emperador
Notary Public in and for Alaska
My Commission Expires 4/18/2018



EXHIBIT 1

PROMISSORY NOTE

\$38,800

Anchorage, Alaska

Oct 5, 2017

FOR VALUE RECEIVED, the undersigned Borrower, FCAOLM LLC, whose address is PO Box 770215 Eagle River, Alaska 99577, promises and agrees to pay to the order of Francisco Rodriguez, or its assigns, the principal sum of [REDACTED]

The principal balance of this Note shall bear interest at the rate of ten (10%) per annum, from the date of this note. All principal and interest shall be payable at PO Box 770215 Eagle River, Alaska 99577, or at such other place as the holder hereof may designate in writing, in monthly installments of [REDACTED]

The first monthly payment is due on the first day of the first month following the date of execution of this promissory note, with payments continuing for a total of twelve (12) total months. The Final Balloon payment of [REDACTED]

There shall be no penalty for prepayment.

The undersigned, whether principal, surety, guarantor, endorser, or other party hereto, agrees to be jointly and severally bound; severally waives any exemption right against said debt; waives presentment, demand, notice of non-payment, and protest and notice of protest; expressly agrees that this Note or any payment hereunder may be extended from time to time; and consents to the acceptance of further security, including other types of security, all without in any way affecting the liability of the undersigned.

Payment of this Note is secured by a deed of trust as well as a Form UCC-1 granting a security interest in the assets purchased by Borrower from Baked Alaska Alehouse Inc, under a Purchase/Sale Agreement.

This Note, and the execution, delivery and performance hereof, are governed by the laws of the State of Alaska.

Borrower: FCAOLM, LLC

By: [Signature] Francisco Rodriguez, President

Dated: 10-10-17

PAYMENT OF THIS NOTE IS PERSONALLY GUARANTEED BY Francisco Rodriguez



I, Francisco Rodriguez, personally guarantee payment and performance of this promissory note.

ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Francisco Rodriguez of FCAOLM LLC. and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same on behalf of the company, under proper authority, as well as in her personal capacity, and as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 10th day of Oct, 2017.



Blesilda Emporian
Notary Public in and for the state of Alaska
My commission expires: 4/18/2018



EXHIBIT 2

PROMISSORY NOTE

\$29,682

Anchorage, Alaska
Oct 5, 2017

FOR VALUE RECEIVED, the undersigned Borrower, FCAOLM LLC, whose address is PO Box 770215 Eagle River, Alaska 99577, promises and agrees to pay to the order of Tara Petricca, or its assigns, the principal sum of [REDACTED]

The principal balance of this Note shall bear interest at the rate of ten (8%) per annum, from the date of this note. All principal and interest shall be payable on Feb 4th 2018 at PO Box 773412 Eagle River, Alaska 99577,

There shall be no penalty for prepayment.

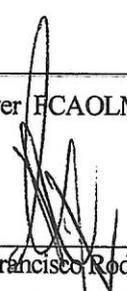
If default be made in the payment of this Note, the entire remaining principal and interest amount shall become a reduction of the Personal Promissory note per the divorce of [REDACTED]. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If default be made in the payment of this Note when and as due and this Note is placed in the hands of an attorney for collection, or if any suit or action is instituted to collect this Note or any part thereof, the undersigned promises and agrees to pay, in addition to the costs and disbursements provided by statute, full reasonable, actual attorney fees.

The undersigned, whether principal, surety, guarantor, endorser, or other party hereto, agrees to be jointly and severally bound; severally waives any exemption right against said debt; waives presentment, demand, notice of non-payment, and protest and notice of protest; expressly agrees that this Note or any payment hereunder may be extended from time to time; and consents to the acceptance of further security, including other types of security, all without in any way affecting the liability of the undersigned.

This Note, and the execution, delivery and performance hereof, are governed by the laws of the State of Alaska.

Borrower FCAOLM, LLC

By: 
Francisco Rodriguez, President

Dated: 10-10-17

PAYMENT OF THIS NOTE IS PERSONALLY GUARANTEED BY Francisco Rodriguez



I, Francisco Rodriquez, personally guarantee payment and performance of this promissory note.

ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Francisco Rodriguez of FCAOLM LLC. and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same on behalf of the company, under proper authority, as well as in her personal capacity, and as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 10th day of Oct, 2017.

Blesilda Empuador
Notary Public in and for the state of Alaska
My commission expires: 4/18/2018

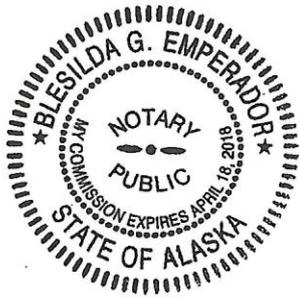


EXHIBIT 3
BILL OF SALE

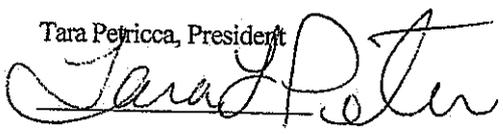
FOR GOOD AND VALUABLE CONSIDERATION, Baked Alaska Alehouse Inc, "Seller" hereafter, hereby sells, transfers and conveys to FCAOLM LLC, "Buyer" hereafter, all of her interest in and to the property described in attached Exhibit A, herein referred to as the "sale property".

Buyer acknowledges that the sale property is sold "as is" and "where is." Buyer acknowledges that Seller is making no guaranty, warranty or representation, express or implied, as to the kind, size, quality, description, or condition of any of the sale property or its fitness for any use or purpose. Buyer agrees that it has had full opportunity to inspect and evaluate the sale property prior to the sale. Buyer agrees that it has not relied upon any representations of Seller to induce Buyer to purchase the sale property.

IN WITNESS WHEREOF, Seller has executed this instrument this 5th day of Oct, 2017.

Seller: Baked Alaska Alehouse Inc.

Tara Petricca, President



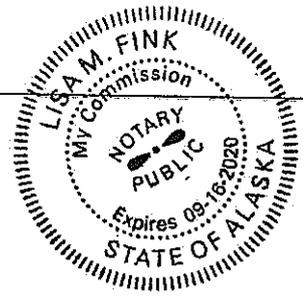
ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Tara Petricca, who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 5th day of ~~Sept~~^{Oct}, 2017.

Notary Public in and for Alaska
My commission expires: 9/16/20



ACCEPTANCE

Buyer hereby accepts sale, transfer and conveyance of the sale property under the terms set forth herein.

Dated this 10 day of Oct, 2017.

Buyer: FCAOLM LLC.

Francisco Rodriguez, President

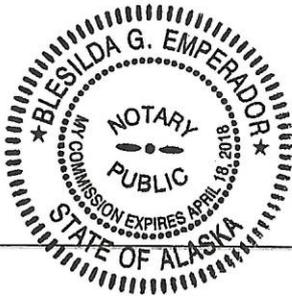
[Handwritten signature of Francisco Rodriguez]

ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared (name), known to me and to me known, and who executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 10th day of Oct, 2017.



Blesilda Emperador
Notary Public in and for Alaska
My commission expires: 4/18/2018



SHOPPING CENTER LEASE

BETWEEN

**JL GLENN SQUARE, LLC
("LANDLORD")**

AND

**BAKED ALASKA ALEHOUSE, INC.
("TENANT")**



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SHOPPING CENTER LEASE

This SHOPPING CENTER LEASE (this "Lease") is made this 13th day of November, 2014 (the "Effective Date"), by and between JL GLENN SQUARE, LLC, an Alaska limited liability company ("Landlord") and BAKED ALASKA ALEHOUSE, INC., an Alaska corporation ("Tenant").

1. Basic Lease Information.

1.1. "Shopping Center" means the Glenn Square Shopping Center, as identified and depicted on the site plan attached hereto as Exhibit A, located on the Real Property in Anchorage, Alaska. The "Rentable Square Footage of the Shopping Center," which consists of all of the rentable square footage in the Shopping Center, is deemed to be 182,865 rentable square feet.

1.2. "Premises" means the premises identified as Plots C1A and C2, also commonly known as Suites 101 and 104, as shown on Exhibit A attached hereto. The "Rentable Square Footage of the Premises" is deemed to be 2,081 square feet.

1.3. "Building" means the approximately 15,202 rentable square feet building on the Real Property in which the Premises are located. The rentable square footage of the Building ("Rentable Square Footage of the Building") is deemed to be 15,202 square feet. Landlord and Tenant stipulate and agree that Landlord may cause the Rentable Square Footage of the Building, the Rentable Square Footage of the Shopping Center and/or the Rentable Square Footage of the Premises to be remeasured in accordance with appropriate BOMA standards, and upon such measurement, the parties shall set forth the adjusted measurements in a written instrument executed by the parties as an addendum to this Lease, together with any corresponding adjustment to Tenant's Pro Rata Share and Base Rent.

1.4. "Real Property" means the real property legally described on Exhibit B attached hereto, located in Anchorage, Alaska.

1.5. "Base Rent": For the period beginning on the Rent Commencement Date until the Termination Date, Base Rent shall be as follows:

Period	Annual Base Rent	Monthly Base Rent
Rent Commencement Date – 11/30/2015		
12/1/2015 – 11/30/2016		
12/1/2016 – 11/30/2017		
12/1/2017 – 11/30/2018		
12/1/2018 – 11/30/2019		
12/1/2019 – 11/30/2020		
12/1/2020 – 11/30/2021		
12/1/2021 – 11/30/2022		
12/1/2022 – 11/30/2023		
12/1/2023 – 11/30/2024		

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



1.6. "Term" means a period of one hundred twenty (120) months, commencing on December 1, 2014 (the "Commencement Date") and expiring on November 30, 2024 (the "Termination Date"), unless terminated early in accordance with this Lease.

1.7 "Tenant's Pro Rata Share": As applicable; (a) 1.14% as to the Shopping Center (calculated by dividing the rentable square footage of the Premises (2,081) by the rentable square footage of the Shopping Center (182,865)), and (b) 13.69% as to the Building (calculated by dividing the rentable square footage of the Premises (2,081) by the rentable square footage of the Building (15,202)). When the term "Pro Rata Share" is used herein, the applicable percentage with respect to a particular cost or expense shall be determined by Landlord based on how such cost or expense is calculated. For example, if the costs incurred in connection with snow plow services are a Shopping Center-wide cost, Landlord shall use and Tenant shall pay, 1.14% thereof; and if the costs incurred in connection with gas utilities are a Building only expense, Landlord shall use and Tenant shall pay, 13.69% thereof.

1.8 "Tenant Allowance" means an amount not to exceed [REDACTED]

1.9 "Rent Commencement Date" means the date that is one hundred eighty (180) days after the Commencement Date.

1.10 "Security Deposit": [REDACTED], payable by Tenant on the Effective Date as the Security Deposit.

1.11 "Guarantor(s)": Tara Lynn Petricca and Francisco Eduardo Rodriguez, who shall unconditionally guarantee, jointly and severally, Tenant's payment and performance obligations under this Lease and execute the guaranty attached hereto as Exhibit E effective as of the Effective Date.

1.12 "Licensee Relationships": The parties acknowledge that Andrew Ingram and Carl D. Kuhn of Jack White Commercial (collectively, "Licensee") represented Landlord in this transaction but may provide specific assistance to Tenant. Landlord agrees to pay a brokerage commission to Licensee in accordance with the terms of a separate written commission agreement between Landlord and Licensee.

1.13 "Permitted Use": Operation of a pizzeria restaurant under the trade name Baked Alaska Alehouse, Inc., which shall be used and occupied only for the purpose of the sale of pizza and ancillary items related thereto, including without limitation, the sale of subs, gyros, burgers, salads, beer and wine.

1.14 "Notice Addresses":

Tenant:

Prior to Commencement Date: Baked Alaska Alehouse, Inc.



P.O. Box 773412
Eagle River, Alaska 99577

On and after the Commencement Date, notices shall be sent to Tenant at the Premises.

Landlord: JL Glenn Square, LLC
P.O. Box 202845
Anchorage, Alaska 99520-2845

Rent (defined in Section 5.1) is payable to the order of JL Glenn Square, LLC at the following address:

JL Glenn Square, LLC
P.O. Box 202845
Anchorage, Alaska 99520-2845

1.15 "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.

1.16 "Property" means the Building, the Real Property and the Shopping Center.

1.17 "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by comparable shopping centers in Anchorage, Alaska.

1.18 "Declarations" mean: (i) that certain Amended and Restated Declaration of Easement and Conditions for Commercial Tract Fragment Lot Site Plan Cases S-11433-1 and 2005-150, and Commercial Tract Fragment Lot Plat Case S-11647, recorded July 23, 2012, as Serial No. 2012-040473-0, Anchorage Recording District, Third Judicial District, State of Alaska, as amended by that certain Amendment of Declaration of Easements and Conditions For Commercial Tract Fragment Lot Site Plan Cases S-114331 and 2005-150, and Commercial Tract Fragment Lot Plat Case S-11647, recorded September 4, 2014, as Serial No. 2014-035476-0, Anchorage Recording District, Third Judicial District, State of Alaska; and (ii) that certain Declaration of Easements and Conditions dated as of May 19, 2006 and recorded on June 1, 2006 as Instrument No. 2006-035835-0 in the Anchorage Recording District, Anchorage Alaska as amended by a First Amendment to Declaration of Easements and Conditions dated as of July 16, 2012 and recorded on July 23, 2012 as Instrument No. 2012-040534-0 in the Anchorage Recording District, Anchorage Alaska and as further amended by a Second Amendment to Declaration of Easements and Conditions dated as of January 23, 2014 and recorded on February 7, 2014 as Instrument No. 2014-004635-0 in the Anchorage Recording District, Anchorage Alaska, each as may be amended from time to time.

2. **Lease Grant.** Subject to the terms and conditions of this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord. Tenant shall have the non-

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



exclusive right to use the Common Areas. "Common Areas" is defined as the common areas and facilities of the Shopping Center, including, without limitation: parking areas, driveways, sidewalks, and curbs; meter rooms outside individual stores; fencing; common area lighting, signage, sprinklers, landscaping and sewers; roofs, gutters and downspouts and the exterior of outside walls of buildings (excluding storefronts and without implying Tenant may use the roofs or outside walls). Landlord reserves the right at any time and from time to time to change or reduce or add to the Common Areas, and further, Landlord reserves to itself the exclusive right at any time to use the roof, foundation or exterior walls (other than Tenant's storefront) for placing of signs or equipment, including utility equipment, or for purpose of additional construction.

3. Possession. Landlord shall deliver the Premises to Tenant on the Commencement Date. Tenant has inspected the Premises and the Common Areas. Landlord makes no representations as to the physical condition of the Premises or the Shopping Center. The Premises are accepted by Tenant in "as is" condition and configuration, without any agreement, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements whatsoever. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Property.

4. Tenant Improvements. Landlord shall provide Tenant with the Tenant Allowance for the construction of tenant improvements (the "Tenant Improvements") in and for the Premises, which may not include furniture, fixtures or other personal property. The Tenant Improvements shall be constructed in accordance with the work letter attached as Exhibit C (the "Work Letter"). In the event the cost of the Tenant Improvements is less than the Tenant Allowance, no credit shall be given to Tenant for the difference between the actual cost and the Tenant Allowance. If the total cost of the Tenant Improvements exceeds the Tenant Allowance, Tenant shall be solely responsible for the excess costs. All of the Tenant Improvements shall be the property of Landlord upon installation and shall not be removed or altered by Tenant, except with the prior written consent of Landlord.

5. Rent; Reporting; Security Deposit.

5.1 Base Rent. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction (except as specifically provided for herein), the total amount of Base Rent and Additional Rent due for the Term. Additional Rent and Base Rent are collectively referred to as "Rent". During the Term, Tenant shall pay Landlord a fixed Base Rent as set forth in Section 1.5. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding Landlord's income taxes and the other taxes referenced as exclusions in Section 7), if any, imposed upon or measured by Rent under any Law. Base Rent shall be paid on a monthly basis and is due and payable in advance by the first (1st) day of each calendar month without notice or demand, provided that Tenant shall pay to Landlord on the Effective Date [REDACTED]

[REDACTED] which shall be applied toward the first (1st) installment of Base Rent for the first (1st) calendar month of the Term and Tenant's estimated obligations under Section 6.2 and Section 7. All other items of Rent shall be due and payable by Tenant on or before thirty (30) days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer)

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



reasonably acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to five percent (5%) of the past due Rent. If the Term terminates on a day other than the last day of a calendar month, the monthly Base Rent and Additional Rent shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease. Except as specifically stated otherwise herein, the parties intend the Base Rent to be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and paid by, Tenant.

5.2 Additional Rent. In addition to the Base Rent under Section 5.1 above, Tenant shall pay Landlord as additional rent ("Additional Rent") all sums, costs, expenses, taxes and other payments which Tenant assumes or agrees to pay under the provisions of this Lease. Additional Rent shall be paid to Landlord in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, except as specifically stated otherwise herein. Additional Rent shall be paid promptly when due. Except as specifically stated otherwise herein, the parties intend the Additional Rent to be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and paid by, Tenant.

5.3 Gross Sales. Within thirty (30) days after the end of each calendar quarter, Tenant shall submit to Landlord a written statement of Gross Sales rendered from the Premises for such quarter. "Gross Sales" means the amount of sales of all merchandise and/or services sold or rendered in, or from the Premises, without exception.

5.4 Security Deposit. The Security Deposit shall be delivered to Landlord on the Effective Date and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, or any portion thereof, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within forty-five (45) days after: (a) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (b) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

6. Operations, Maintenance and Utilities.

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



6.1. Tenant Obligations.

6.1.1. Maintenance and Repair; Utilities; Expenses. This Lease is “triple net,” and, except as specifically stated otherwise herein, all costs, expenses and obligations associated with the Premises during the Term shall be borne and paid by Tenant, including without limitation: all expenses and costs for maintaining, servicing, operating and repairing (including replacement) the Premises and the equipment and personal property used in conjunction therewith, including without limitation, the costs of repair and maintenance of the storefront, ceiling, floor coverings, doors, windows, interior walls, interior side of perimeter walls, lighting, glass, floor surfaces and entryways, supplies and cleaning services, janitorial services, services of independent contractors, exterior Building signage, interior signage, maintenance, repairs or replacement of any electrical, mechanical, heating, cooling, sprinkler (exclusively serving the Premises), alarm, plumbing or other systems or portions thereof (exclusively serving the Premises), security, licenses, permits and inspection fees. Tenant, at its sole cost and expense, (i) shall be solely responsible for operation of the Premises during the Term; (ii) shall operate the Premises in compliance with all applicable Laws and the Declarations; (iii) shall be responsible for obtaining any and all permits and approvals necessary for operation of the Premises during the Term; and (iv) shall be solely responsible for maintenance and repair of the Premises during the Term, except as specifically stated otherwise herein. To the extent that any costs, expenses or obligations that are Tenant’s responsibilities hereunder are paid by Landlord, Tenant shall pay Landlord the amount so paid as Additional Rent.

With respect to utilities, all applications and connections for utility services at the Premises shall be made in the name of, and paid for by, Tenant, and Tenant shall pay all utility charges as they become due, including, but not limited to, all charges for sewer, water, gas (if available), electricity, and telephone services. If Tenant receives utilities through a shared meter, Tenant will pay to Landlord Tenant’s proportionate share (based on relative square feet size and use of the Premises) of the total meter charges. In the event the Premises is not separately metered for electricity, gas, or water, Landlord shall have the right, but not the obligation, to: (i) install, at Tenant’s costs, a separate submeter serving the Premises to separately meter tenant’s electrical, gas or water usage, as applicable, if permitted by the municipality, and (ii) hire a third party to read such submeters and bill Tenant directly, and Tenant shall pay such third party, as and when billed, all charges for utility consumption based on the submeters along with a reasonable administrative fee for same. To allow for compliance with building performance benchmarking and disclosure regulations, and to facilitate implementation of sustainable improvements to the Shopping Center, Tenant shall: (a) retain copies of its “utility data”, which includes, but is not limited to, Tenant’s utility bills and invoices pertaining to Tenant’s energy, water, and trash usage at the Shopping Center during the Term of the Lease, and (b) upon request, provide Landlord with copies of such “utility data”. Tenant further agrees, upon Landlord’s request, to execute utility release forms provided by the applicable utility or municipality to expedite the data collection process.

6.1.2. Grease Traps. Tenant shall install (and maintain and replace as necessary), at Tenant’s cost and expense, grease traps within the Premises. The grease traps shall be installed and maintained in compliance with all Laws. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant’s expense.



Tenant shall restore any area in the Building or Shopping Center disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

6.1.3. Odor. Tenant agrees that it shall promptly, upon the request of Landlord, install such ventilation and other equipment as may be necessary to relieve the Premises and the adjoining and surrounding premises from any offensive odor caused by Tenant's business operation and that Tenant's failure to do so shall constitute a default hereunder. Landlord shall have all rights permitted under Law to enforce a claim for its damages, including but not limited to the right to cancel this Lease, and Tenant shall defend, indemnify and hold Landlord harmless of and from any loss, cost or expense arising out of odor or other conditions in the Premises. Tenant agrees to exercise special care in its handling of garbage, waste and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to eliminate all offensive odors.

6.1.4. Pests. Tenant agrees that it will properly store its products, regularly clean and exterminate the Premises, and take all measures necessary to prevent rodents, vermin, insects and other pests from entering the Premises and adjacent and surrounding areas. Tenant further agrees that, in the event any such pests are discovered in or about the Premises, Tenant will promptly take all necessary and appropriate measures to relieve the Premises and adjacent and surrounding areas of such pests. Tenant agrees to exercise special care in its handling of garbage, waste and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to prevent pests from entering the Premises and adjacent and surrounding areas.

6.2. Landlord's Obligations; Common Area Rent. Landlord shall maintain in good condition the structural parts of the Building which shall include the foundation, roof, exterior of the perimeter demising walls and structural components of the Building, all at its sole cost and expense, plus the Common Areas. On the first (1st) day of each month during the Term, Tenant shall pay to Landlord, as Common Area Rent, which shall be paid as Additional Rent, one-twelfth (1/12th) of Tenant's annual share of Yearly Common Area Costs, pursuant to Landlord's estimates (which may be adjusted from time to time). Tenant's annual share shall be determined by multiplying the Yearly Common Area Costs by Tenant's Pro Rata Share. Yearly Common Area Costs mean all costs and expenses incurred by Landlord during each twelve (12) month period selected by Landlord for repair, replacement, maintenance, insurance, protection and operation of the Common Areas, and for compensation to management and service personnel; plus fifteen percent (15%) of all Yearly Common Area Costs as a fixed administrative fee for Landlord. If after the end of the year, the total of the monthly payments by Tenant for the year is more or less than the annual Yearly Common Area Costs, then an adjustment shall be made with appropriate payments to or repayment (or credit to future Common Area Rent) by Landlord. The estimated Common Area Rent for the first (1st) year of the Term has been estimated to be [REDACTED] per square foot. Landlord and Tenant acknowledge that such estimate is only a projected estimate, and that costs could increase or decrease based on actual bills or assessments.

7. Taxes and Tax Payments. Tenant shall be solely responsible for all taxes and assessments arising against or out of operation of the Premises during the Term (including any

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holdover), including (a) all real estate taxes and other assessments on the Premises, including but not limited to assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments; and (b) all reasonable costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a), including, without limitation, any reasonable costs incurred by Landlord for compliance, review and appeal of tax liabilities (collectively, "Taxes"). Without limitation, Taxes shall not include any of Landlord's income, capital levy, franchise, capital stock, corporate, gift, estate or inheritance tax. Tenant shall not be responsible for the cost of any late fees or penalties owed by Landlord due to a late or insufficient tax payment. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid taxes, then taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained that results in higher Taxes for any year during the Term, Taxes for that year shall be restated.

On the first (1st) day of each month during the Term, Tenant shall pay to Landlord as "Tax Rent," payable as Additional Rent, one-twelfth (1/12th) of Tenant's annual share of Taxes pursuant to Landlord's estimates (which may be adjusted from time to time). If after the end of the year the total of the monthly payments by Tenant for the year is more or less than the annual Taxes actually due, then an adjustment shall be made with appropriate payments or repayments (or credit to future Tax Rent) by Landlord. Tenant's share for purposes of Tax Rent shall be Tenant's Pro Rata Share. Tenant shall pay all taxes attributable to its personal property, leasehold interests, occupancy taxes, taxes on its Rent, and other taxes imposed on tenants generally. Tenant's estimated Pro Rata Share of Taxes for the balance of the applicable calendar year during the first (1st) year of the Term is [REDACTED] per square foot of the Premises. Landlord and Tenant acknowledge that such estimate is only a projected estimate, and that costs could increase or decrease based on actual bills or assessments.

8. Compliance with Laws; Use; Exclusive Use. The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any illegal purpose or any purpose listed in Exhibit F attached hereto (the "Prohibited Uses"). Tenant shall comply with all Laws and the Declarations regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Notwithstanding anything to the contrary, Tenant is hereby expressly restricted from use of (and agrees not to use) any portion of the Premises for any purpose which would violate the Declarations or any exclusive use of another tenant of the Shopping Center as of the Effective Date, which exclusive uses are set forth on Exhibit D attached hereto. Tenant shall comply with reasonable rules and regulations governing all or a portion of the Shopping Center adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

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Tenant shall open for business and operate at all times after such opening a pizzeria restaurant operating under the trade name of Baked Alaska Alehouse, Inc. or any other trade name used by Tenant and approved by Landlord, which approval shall not be unreasonably withheld.

Landlord agrees that during the Term, but only for so long as Tenant is open for business, using the Premises for the Exclusive Use and is not otherwise in default of any provisions of the Lease, Landlord will not hereafter enter into a new lease in the Shopping Center whose principal permitted use is the retail sale of pizzas (the "Exclusive Use"). The aforementioned restriction shall not apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; (ii) any existing leases at the Shopping Center as the same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such did not previously have that right); or (iii) any portion of the Shopping Center that is not owned by Landlord as of the Effective Date; or (b) prohibit Landlord from entering into a lease for the Exclusive Use that becomes effective upon or after the expiration of this Lease. Furthermore, the rights granted herein are solely for the benefit of Tenant, and shall not be available to any successor, assignee, subtenant or transferee of Tenant. In the event of any assignment or other transfer of Baked Alaska Alehouse, Inc.'s interest under this Lease or the Premises, this paragraph shall be deemed deleted from the Lease.

9. Indemnification.

9.1. Tenant. Except to the extent caused by sole negligence or willful misconduct of Landlord or any of the Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) (defined in Section 24) and agents (the "Landlord Related Parties") harmless from and against any and all liabilities, obligations damages, penalties, claims, actions, costs, charges and expenses, including without limitation reasonable attorneys' fees and costs, which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, its members, principals, beneficiaries, partners, officers, directors, employees and agents (the "Tenant Related Parties"). The obligations of Tenant in this Section 9.1 shall survive the expiration or early termination of this Lease.

9.2. Landlord. Except to the extent caused by sole negligence or willful misconduct of Tenant or any of the Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant and the Tenant Related Parties harmless from and against any and all liabilities, obligations damages, penalties, claims, actions, costs, charges and expenses, including without limitation reasonable attorneys' fees and costs, which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with any damage or injury occurring on the Property or acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties. The obligations of Landlord in this Section 9.2 shall survive the expiration or early termination of this Lease.

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9.3. No Liability. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from: (a) wind or weather; (b) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (c) the backing up of any sewer pipe or downspout; (d) the bursting, leaking or running of any tank, water closet, drain or other pipe; (e) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (f) any act or omission of any party other than Landlord or the Landlord Related Parties; and (g) any causes not reasonably within the control of Landlord. Tenant shall insure itself against such losses under Section 10 below.

10. Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis and in the aggregate, minimum limits of \$3,000,000.00; (b) workers' compensation insurance as required by Alaska Law; (c) employers liability coverage of \$1,000,000.00 per person/accident/disease; (d) property insurance upon the Premises and personal property owned by Tenant ("Tenant's Property"), at full replacement value and with a deductible no greater than \$25,000.00, with coverage for perils as set forth under the Causes of Loss-Special Form; and (e) automobile liability insurance for owned, hired and non-owned automobiles, the limits of which shall not be less than \$1,000,000.00 combined single limit for each accident for bodily injury and property damage. Any company writing any of Tenant's Insurance shall have an A.M. Best Company rating of not less than A-/X. All commercial general liability insurance policies shall name Tenant as a named insured and Landlord (or any successor), Landlord's Mortgagee, JL Properties, Inc., an Alaska corporation, and their respective members, principals, beneficiaries, partners, officers, directors and employees as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees, including additional insureds, at least thirty (30) days' advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage. Except as specifically provided to the contrary, the limits of Tenant's Insurance shall not limit Tenant's liability under this Lease. Without limiting the above, Tenant shall ensure that Tenant's contractors and subcontractors have such insurance in such types and at as such coverage levels as may be reasonably required by Landlord and shall provide Landlord with evidence of the same upon request.

11. Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building, the Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any of the Landlord Related Parties or the negligence of Tenant or any of the Tenant Related Parties,



which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

12. Casualty Damage. In the event that either (i) the Premises, or (ii) a substantial portion of the Shopping Center are materially damaged and rendered untenable during the Term by fire or other casualty, Landlord shall have the option, upon written notice to Tenant within ninety (90) days after Landlord receives notice of the damage, to either terminate this Lease, in which case this Lease shall end on the date Tenant receives Landlord's notice, or restore the damage, in which case this Lease shall continue, and during such period of restoration there shall be a fair and equitable proportionate abatement of all Rent.

13. Condemnation. If any part of the Premises shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. If a substantial portion of the Shopping Center (including the Premises) is taken, and Landlord has not elected to restore the portions so taken, either party shall have the right to terminate this Lease. If this Lease is terminated pursuant to this Section 13, Rent shall be apportioned as of the termination date. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

14. Events of Default.

14.1. Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

14.1.1. Tenant's failure to pay when due all or any portion of Rent ("Monetary Default"), if not received by Landlord within ten (10) Business Days of written notice to Tenant.

14.1.2. After opening its business, Tenant's failure to operate the Baked Alaska Alehouse, Inc. business on the Premises ("Performance Default"), due to no fault of Landlord, for any period longer than seven (7) consecutive days, but Tenant may cure such default within five (5) days written notice to Tenant. However, notwithstanding the above, if Tenant's default creates a hazardous condition, the default must be cured as soon as reasonably possible upon notice to Tenant.

14.1.3. Tenant's failure (other than a Monetary Default or Performance Default) to comply with any term, provision or covenant of this Lease may be cured by Tenant bringing its performance into compliance with the terms, provisions and covenants of this Lease within thirty (30) days of written notice to Tenant. However, if Tenant's default cannot reasonably be cured within thirty (30) days, Tenant shall be allowed additional time as is reasonably necessary to cure the default so long as: (i) Tenant commences to cure the default within thirty (30) days, and (ii) Tenant diligently pursues a course of action that will cure the default and bring Tenant back into compliance with this Lease. However, notwithstanding the above, if Tenant's default creates a hazardous condition, the default must be cured as soon as reasonably possible upon notice to Tenant.

14.1.4. Tenant becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when

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due.

14.1.5. The leasehold estate is taken by process or operation of Law.

14.2. An “Event of Landlord Default” shall be deemed to exist under this Lease if Landlord shall breach, or fail to keep, observe or perform any of the terms, conditions or covenants on the part of Landlord herein to be kept, observed and performed for more than thirty (30) days after written notice thereof is given by Tenant to Landlord specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said thirty (30) day period, if Landlord shall fail to commence the curing or remedying of such default within such thirty (30) day period and thereafter to continuously and diligently prosecute such cure or remedy to completion.

15. Remedies.

15.1. Upon any default, Landlord shall have the right without notice or demand (except as provided in Section 14.1. above) to pursue any of its rights and remedies at law or in equity, including any one or more of the following remedies:

15.1.1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant’s Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and actual damages which Landlord may suffer as a result of Tenant’s default, whether by Landlord’s inability to relet the Premises on satisfactory terms or otherwise, including without limitation all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. “Costs of Reletting” shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including without limitation reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant; provided that Landlord shall use commercially reasonable efforts to mitigate Landlord’s damages.

15.1.2. Terminate Tenant’s right to possession of the Premises and, in compliance with Law, expel and remove Tenant, Tenant’s Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine, provided that Landlord shall use commercially reasonable efforts to mitigate Landlord’s damages. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

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15.1.3. In lieu of calculating damages under Sections 15.1.1. or 15.1.2., Landlord may elect to receive as damages the sum of (i) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (ii) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in the paragraph below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default (beyond any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus four percent (4%). For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

15.2. If an Event of Landlord Default shall occur and continue, Tenant shall be entitled to exercise every right and remedy now or hereafter available to Tenant at law or in equity, and the exercise or commencement of the exercise by Tenant of any one or more of the rights or remedies so existing at law or in equity shall not preclude the simultaneous or later exercise by Tenant of any other rights or remedies so existing; provided, notwithstanding anything to the contrary in this Lease, Tenant shall not be entitled to terminate this Lease where such termination right is limited by the express provisions of this Lease, nor shall Tenant be entitled to terminate this Lease solely due to an Event of Landlord Default that Tenant might reasonably cure by exercising any self-help remedies available to Tenant under this Lease and at a cost less than an amount equal to three (3) times the monthly installment of Base Rent in effect at the time of such default. No delay or omission of the right to exercise any power or remedy by Tenant shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance of Landlord, or as Tenant's acquiescence therein.

16. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PREMISES. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PREMISES FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT, AND IN NO EVENT LESS THAN THIRTY (30) DAYS AFTER WRITTEN NOTICE. IN THE EVENT LANDLORD DOES NOT CURE SUCH DEFAULT IN THE TIME PERIOD REFERENCED IN THE PRECEDING SENTENCE, LANDLORD SHALL BE

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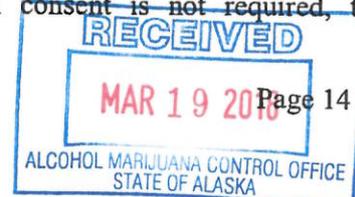
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DEEMED IN DEFAULT AND TENANT SHALL BE ENTITLED TO ALL REMEDIES AVAILABLE AT LAW OR EQUITY. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING OR SHOPPING CENTER ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

17. **Liens.** Tenant shall not permit mechanic's or other liens to be placed upon the Premises, Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant. If a lien is so placed, Tenant shall, within ten (10) days of notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by Law. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including without limitation reasonable attorneys' fees (if and to the extent permitted by Law) within thirty (30) days after receipt of an invoice from Landlord.

18. **Alterations.** Tenant shall not make alterations, additions or improvements to the Premises (collectively referred to as "Alterations"), excluding those that are non-structural and decorative or interior changes that do not affect the mechanical, electrical or other systems of the Building, without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; and evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Landlord shall have a maximum of ten (10) days to review and either approve or disapprove of the plans. In the event that Landlord disapproves of the plans, Landlord shall provide Tenant with the reason(s) for withholding approval and where reasonably possible, suggest changes that would make the plans acceptable. Should Landlord fail to respond to Tenant within the ten (10) day period, Landlord's failure to respond shall deem such plans approved as submitted by Tenant to Landlord. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building and Shopping Center. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and Shopping Center and, to the extent reasonably necessary to avoid disruption to the occupants of the Building and Shopping Center, shall have the right to designate the time when Alterations may be performed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the systems or structure of the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the

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performance of Cosmetic Alterations shall be subject to all the other provisions of this Section 18.

Within thirty (30) days after receipt of an invoice from Landlord, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to Landlord's actual costs for such oversight and coordinating services, provided that, in the event that Tenant manages and coordinates the Alterations, Landlord's oversight fee shall be equitably adjusted. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with Law or will be adequate for Tenant's use.

19. Quiet Enjoyment. Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant is not in default of its covenants and agreements herein beyond any applicable cure period.

20. Entry by Landlord. Landlord, its agents, contractors and representatives may enter the Premises to inspect the Premises, to clean and make repairs, alterations or additions to the Premises, to conduct or facilitate repairs, alterations or additions to any portion of the Premises, and, within two hundred seventy (270) days prior to the Termination Date, if Tenant has not exercised its Renewal Option, to show and market the Premises to prospective tenants or interested parties. Except for the foregoing, Landlord's entry at other times or for other purposes shall be with Tenant's consent, which consent shall not be unreasonably withheld. Landlord shall provide Tenant with reasonable prior notice of entry into the Premises (no less than twenty-four (24) hours unless in the event of an emergency), which may be given orally. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent, provided that Landlord uses best efforts not to permit such access to interfere with the business operations of Tenant on the Premises. Except in case of emergency and except with respect to Landlord's right to show and market the Premises, Tenant reserves the right to reasonably limit the amount of time Landlord may enter the Premises during Tenant's key sales times and Landlord agrees to work with Tenant to establish a time when Landlord can make such repairs, additions, improvements, changes or alterations to the Premises.

21. Assignment and Subletting.

21.1. Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (a) the proposed transferee's financial condition does not meet the criteria Landlord uses to select tenants having similar leasehold obligations; (b) the proposed transferee's business is not suitable for the Building considering the Permitted Use and any of the exclusive rights of existing tenants in the Shopping Center as depicted on Exhibit D attached hereto; (c) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (d) any portion of the Building, Premises or Shopping Center

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would likely become subject to additional or different Laws as a consequence of the proposed Transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Section 21.1 shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease.

21.2. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within ten (10) days of its receipt of the required information and documentation, either consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing, stating the reasons consent is withheld. Any such consent shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) in connection with Landlord's review of any requested Transfer, in an amount not to exceed Five Hundred Dollars (\$500.00).

21.3. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess).

21.4. If Tenant is a corporation, limited liability company, partnership or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (excepting by merger or consolidation with Tenant), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant (or Tenant's parent company) is an entity whose outstanding stock is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed.

22. **Surrender Upon Termination.** Upon the expiration or sooner termination of the Term, Tenant shall peaceably vacate the Premises and the Premises, including furniture, fixtures and equipment (excluding trade fixtures), shall be returned to Landlord by Tenant in the same condition as on the Commencement Date, normal wear and tear excepted, and except as provided otherwise in this Lease. Unless Landlord and Tenant have otherwise agreed in writing, Tenant shall remove from the Premises Tenant's Property and any other items of personal property brought on to the Premises by Tenant during the Term within thirty (30) days of such expiration or termination, such removal to be accomplished without damage to the Premises. Any such property remaining on the Premises after such period may be removed by Landlord at the expense of Tenant.

23. **Holding Over.** Except for any permitted occupancy by Tenant under Section 22 above, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease,

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



occupancy of the Premises after the termination or expiration shall be that of a month-to-month tenancy. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and Additional Rent. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

24. Subordination to Mortgages; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee." This clause shall be self-operative, but upon request from Landlord or a Mortgagee, Tenant shall execute a commercially reasonable subordination and non-disturbance agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in this Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within twenty (20) days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to this Lease that may reasonably be requested.

25. Notice. All notices, demands or requests required or allowed hereunder or otherwise, shall be sent by mail, certified or registered, postage prepaid, by nationally recognized overnight carrier, or delivered by hand, to the addresses set forth in Section 1.14. Notice shall be deemed to have been made at the time of receipt.

27. Miscellaneous.

27.1. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of Alaska and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the sections, subsections and paragraphs of this Lease are for convenience only and shall have no effect on the interpretation of any part of this Lease.

27.2. Neither party shall record this Lease or any memorandum without the other party's prior written consent.

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



27.3. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

27.4. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

27.5. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Property and/or Premises, and upon such transfer, Landlord shall be released from any obligations hereunder arising after such transfer and not due in whole or in part to Landlord's acts or omissions and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

27.6. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to such party in this transaction, as required by Alaska Statute 08.88.396 and 08.88.600 – .620. Each party represents that it has dealt directly with and only with the Licensee identified in Section 1.12 in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of a representative, agent or broker other than Licensee claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of a representative, agent or broker other than Licensee claiming to have represented Landlord in connection with this Lease. Notwithstanding the foregoing, the parties acknowledge that Leonard B. Hyde of JL Properties, Inc. is a licensed real estate broker in the State of Alaska.

27.7. Tenant covenants, warrants and represents that: (a) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (b) this Lease is binding upon Tenant; and (c) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the State of Alaska. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Landlord covenants, warrants and represents that: (a) each individual executing, attesting to and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; (b) this Lease is binding upon Landlord; (c) Landlord is duly organized and legally existing in the state of its organization and is qualified to do business in the State of Alaska; and (d) Landlord is the fee simple owner of the Real Property.

27.8. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

Shopping Center Lease (Baked Alaska Alehouse, Inc.)



27.9. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease.

27.10. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

27.11. All understandings and agreements previously made between the parties, oral and written, are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

27.12. In no event shall any party ever be liable to another party for penalties or liquidated damages, or for special, indirect, consequential, or incidental losses or damages including but not limited to lost profits, lost or damaged data, loss of use of facility or equipment, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if either party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

28. **Entire Agreement.** This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents, including without limitation that certain letter of intent from Andrew Ingram to Tara Lynn Petricca and Francisco Eduardo Rodriguez, executed August 19, 2014: Exhibit A (Site Plan), Exhibit B (Real Property), Exhibit C (Work Letter), Exhibit D (Existing Exclusives), Exhibit E (Lease Guaranty), Exhibit F (Prohibited Uses) and Exhibit G (Additional Provisions).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

Shopping Center Lease (Baked Alaska Alehouse, Inc.)

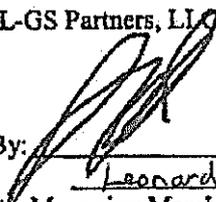


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LANDLORD:

JL GLENN SQUARE, LLC, an Alaska limited liability company

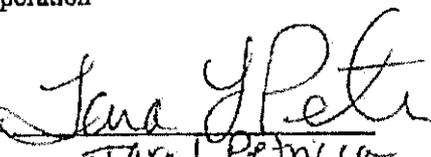
By: JL-GS Partners, LLC, its Managing Member

By: 

Leonard Hyde
Its: Managing Member

TENANT:

BAKED ALASKA ALEHOUSE, INC., an Alaska corporation

By: 

Tara L. Petrucci
Its: President

**EXHIBIT B
REAL PROPERTY**

Parcel No. 1:

Fragment Lots 2A, 5, 6, 7, 8, 9, 11A, 11B and 13B, Commercial Tract Fragment Lot Site Plan for Mountain View Development Subdivision, Tract 1A-1, filed under Plat No. 2014-79, which lies within Mountain View Development Subdivision, Tract 1A-1, according to the official plat thereof, filed under Plat Number 2014-77, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel No. 2:

Easements for Access, Parking, Signage, Utilities, including Drainage and other easements as granted in that certain Declaration of Easements and Conditions for Commercial Tract Fragment Lot Site Plan Cases S-11433-1 and 2005-150 recorded June 1, 2006 under Serial Number 2006-035833-0, and as amended by that certain Amended and Restated Declaration of Easements and Conditions for Commercial Tract Fragment Lot Site Plan Cases S-11433-1 and 2005-150, and Commercial Tract Fragment Lot Plat Case S-11647 recorded July 23, 2012 under Serial Number 2012-040473-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel No. 3:

Easements for Ingress, Egress, Parking, Utilities and other easements as granted in that certain Declaration of Easements and Conditions recorded June 1, 2006 under Serial Number 2006-035835-0, and as amended by that certain First Amendment to Declaration of Easements and Conditions recorded July 23, 2012 under Serial Number 2012-040534-0, and as further amended by Second Amendment to Declaration of Easements and Conditions recorded February 7, 2014 under Serial Number 2014-004635-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Exhibit B to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



EXHIBIT C
WORK LETTER

This Work Letter governs the construction and installation of Tenant Improvements to be constructed by Tenant in the Premises in connection with the Lease, to be completed after the Commencement Date.

1. Tenant's Construction Documents. Tenant shall deliver to Landlord all finished and detailed architectural drawings and specifications, including mechanical, electrical and plumbing drawings and floor plans for the Premises (the "*Construction Documents*"). Prior to construction of the Tenant Improvements, Landlord shall have the right to approve Tenant's general contractor, which approval shall not be unreasonably withheld, and Tenant shall furnish to Landlord evidence of Tenant's contractor's insurance in amounts reasonably requested by Landlord.

2. Approved Construction Documents. Within ten (10) Business Days after receipt, Landlord shall (i) approve and return the Construction Documents to Tenant, or (ii) provide Tenant with Landlord's written requested changes to the Construction Documents, in which event Tenant shall have the Construction Documents revised and resubmitted to Landlord for approval within ten (10) Business Days after receipt. Upon Landlord's approval, the Construction Documents shall become the "*Approved Construction Documents*".

3. Tenant Allowance. Landlord shall provide the Tenant Allowance set forth in Section 1.8 of the Lease toward the cost of constructing the Tenant Improvements. The Tenant Allowance shall be distributed as follows: one-half (1/2) within thirty (30) days following Landlord's approval of the Approved Construction Documents and the TI Budget (defined below), and, subject to Section 5.C below, one-half (1/2) within fifteen (15) days of receipt of written notice from Tenant that Tenant has opened the restaurant for business to the public along with a copy of the certificate of occupancy for the Premises in connection with construction of the Tenant Improvements and final lien releases from Tenant's general contractor and subcontractors with respect to the Tenant Improvements.

4. Budget; Change Orders. The final budget for the Tenant Improvements (the "*TI Budget*") shall be subject to Landlord's approval. Landlord's approval is required in advance of all changes to, and deviations from, the Approved Construction Documents (each, a "*Change Order*"), including any (i) omission, removal, alteration or other modification of any portion of the Tenant Improvements, (ii) additional architectural or engineering services, (iii) changes to materials, whether building standard materials, specially ordered materials, or specially fabricated materials, or (iv) cancellation or modification of supply or fabrication orders. Except as otherwise expressly provided in this Work Letter, all costs of the Tenant Improvements in excess of the Tenant Allowance shall be at Tenant's sole cost and expense.

5. Construction.

A. General Terms. Subject to the terms of this Work Letter, Tenant agrees to cause the Tenant Improvements to be constructed in the Premises in a good and workmanlike manner in accordance with the Approved Construction Documents. Tenant will use

Exhibit C to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



commercially reasonable efforts to cause all applicable warranties to be passed through to Landlord at the expiration or earlier termination of the Term and to cooperate with Landlord in enforcing any applicable warranties. In addition, Landlord's approval of the Construction Documents or the Tenant Improvements shall not be interpreted to waive or otherwise modify the terms and provisions of the Lease.

B. Tenant Improvements. For purposes of the Lease, "Tenant Improvements" include improvements to the Premises that are for the exclusive benefit of Tenant to support or conduct the business of Tenant and that are not structural elements of the Building or otherwise of general benefit to all occupants or potential occupants of the Building or Shopping Center, generally constituting improvements within the usable area of the Premises. Tenant Improvements shall not include personal property such as furniture or fixtures, or improvements to Common Areas.

C. Punchlist. Ten (10) days prior to the payment of the second (2nd) one-half (1/2) of the Tenant Allowance, a representative of Landlord and a representative of Tenant shall walk through the Premises and jointly prepare a list of items which, in the mutual opinion of Landlord and Tenant, have not been fully completed or which require repair (the "*Punchlist Items*"), which list may be supplemented jointly by Landlord and Tenant. Tenant shall cause its contractor to complete or repair the Punchlist Items within thirty (30) days after the date of the "walk-through".

D. No Abatement of Rent. Tenant shall not be entitled to any abatement of any rental obligations as pertains to the Premises pending completion of the Tenant Improvements or the Punchlist Items.

E. Landlord's Access During Construction. At all times during construction of the Tenant Improvements, Landlord shall have access to the Premises as provided for in the Lease. If necessary, such access shall be scheduled in cooperation with Tenant's general contractor.



EXHIBIT D
EXISTING EXCLUSIVES

BASS PRO SHOPS OUTDOOR WORLD

Section 5.7 Exclusive Use Rights.

(a) Landlord agrees with and represents and warrants to Bass Pro that, so long as Bass Pro is not in default of this Lease beyond any applicable grace or cure period and using the Leased Premises for the Bass Pro Permitted Use, no space in the Project or any other property now owned or later acquired, or now or later controlled by Landlord or any of its affiliated or related entities which is adjacent to the Project will at any time during the Term (including any Renewal Option) be used for the sale of hunting, fishing, camping or golf products or services or the sale, service or display of boats, boat accessories or recreational vehicles, off-road vehicles or all-terrain vehicles (the "Bass Pro Exclusive Use"), except as specifically provided in this section 5.7.

BED BATH & BEYOND

13.2.1 Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any Related Land to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself (collectively "*Occupant*"), primarily for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items; (c) housewares; (d) frames and wall art (provided that this shall not apply to custom framing); (e) window treatments (provided that this shall not apply to custom blinds); and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "*Exclusive Items*").

H&R BLOCK

1. (M-1) Exclusive Use: Landlord will not hereafter enter into a new lease with a tenant whose principal permitted use is tax preparation, electronic tax filing, and refund anticipation loans (the "Exclusive Use").

MICHAELS

16.4.1 Limitation on Use. Neither landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, artificial flowers, artificial floral arrangements, wedding or party goods (except apparel), scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories.

PETCO

10. (a) NON-COMPETITION Landlord agrees not to lease to, nor approve any sublease or assignment of lease or change in use unless Landlord is prevented from taking such steps by the terms of any lease (or such lease does not require Landlord's consent) then currently in force

Exhibit D to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



and effect as modified, for any tenant, sub-tenant, assignee or user which utilizes ten percent (10 %) or more of its leased area or five hundred (500) square feet, whichever is less, for the sale of pet food and supplies, fish, birds, small animals, reptiles, grooming, training or veterinary services.

REGIS SALON

52. Exclusive. Landlord agrees that during the term of this Lease, but only for so long as Tenant is (a) open for business from the entire Leased Premises (b) using the Leased Premises for the Permitted Use and (c) is not otherwise in default of any of the provisions of this Lease, Landlord will not enter into a new lease for space located in the area identified on Exhibit "A-1" as "Shops C" with a tenant whose principal use is a direct competing hair cuttery (the "Exclusive Use"), such as Great Clips.

XALOS MEXICAN GRILL

1. (M-1) Exclusive: Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is a Mexican restaurant/grill (the "Exclusive Use").

KRINER'S BURGERS & PIES

1. (M-1) Exclusive: Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the retail sale of burgers (the "Exclusive Use").



**EXHIBIT F
PROHIBITED USES**

Except within the Premises, Tenant shall not use any portion of the Shopping Center (including but not limited to the sidewalks and Parking Area) for the storage, display, sale or solicitation of merchandise or services.

Tenant will not use, lease or sublease, or permit the use of, any portion of the Premises for any business which creates strong, unusual or offensive odors, fumes, dust or vapors, or which may constitute a public or private nuisance, or which emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or which creates unusual fire, explosive or other hazards or which is used, in whole or in part, as or for warehousing, the dumping, disposing, incinerating or reduction of garbage or refuse; the sale, distribution or exhibition of indecent or pornographic literature; or which is used for any of the following uses, any or all of which Tenant shall be prohibited to engage in:

- adult book store
- alcoholic beverage sales (other than those within a restaurant)
- amusement arcade or other amusement center
- animal raising
- automobile body shop
- automobile dealership
- automotive parts, supplies, accessories or related products
- automotive repairs and service
- bar
- billiard parlor
- bingo parlor
- boat sale or display
- brothel
- car rental
- car wash
- carnival catering hall
- cult meeting place
- dance hall or discotheque
- extermination or similar service
- factory use
- firing range
- flea market
- funeral parlor
- game arcade or game room
- gas station
- gun store
- head shop
- hospital
- house of worship
- industrial use

Exhibit F to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



junk yard
labor camp
laundromat
manufacturing use
massage parlor
meeting hall
mobile home park or mobile home sales
monument sales
mortuary
nightclub
non-retail use
off-track betting parlor
office use (other than service office)
palm reader
pawn shop
place of public assembly
plant nursery
psychic
religious organization
sale of drugs
sale, rental, repair, storage or service of trucks and/or trailers and recreational vehicles
skating rink
sporting facility stockyard
swimming pool sales
target range
taxidermist
trailer court or trailer sales
warehouse use

any use which, at the time Tenant intends to implement such use: (i) conflicts with the permitted use or exclusive use of another tenant, or (ii) violates any prohibited use which may be contained in another tenant's lease or another document imposed on Landlord

Exhibit F to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



**EXHIBIT G
ADDITIONAL PROVISIONS**

I. Parking.

A. Tenant shall have the non-exclusive right to use the parking lot on the Shopping Center (the "Parking Area"). Except for designated visitor and handicapped accessible parking, all parking in the Parking Area shall be on an unreserved, first-come, first-served basis.

B. Landlord shall not be responsible for money, jewelry, automobiles, bicycles or other personal property lost in or stolen from the Parking Area regardless of whether such loss or theft occurs when the Parking Area is locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Area or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Parking Area shall be at the sole risk of Tenant and its employees.

C. Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Parking Area, the Spaces and the use thereof, including but not limited to rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Without limiting the foregoing, Landlord shall have the right to establish parking zones based on proximity to Building entrances and other factors impacting the convenience of tenants, and to allocate in the Parking Area among such zones so that other tenants in the Shopping Center may be allocated reserved parking in "premium" zones.

D. Subject to Landlord's right to temporarily close the Parking Area, Tenant shall have access to the Parking Area twenty-four (24) hours per day, seven (7) days per week. Tenant shall not store or permit its employees to store any automobiles in the Parking Area without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Area or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Parking Area overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

E. Landlord shall have the right to temporarily close the Parking Area or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Area, if any, or in connection with construction work on the Property or adjacent property.

F. Landlord hereby reserves the right to enter into a management agreement or lease with an entity for the Parking Area.



II. Signage.

A. Required and Permitted Signage. Tenant shall install an exterior lighted storefront sign approved by Landlord and in compliance with governmental regulations and the Declarations at Tenant's sole cost and expense. Tenant may not place any other sign on the exterior, or in the windows, of the Premises, or in the interior of the Premises if visible from the exterior, without Landlord's prior written consent. Tenant shall install an exterior lighted sign or signs in compliance with Landlord's specifications and keep the sign(s) (which must first be approved by Landlord in writing) lit to at least 10:00 P.M. or to such later hour as requested by Landlord, on all days of the year.

B. Sign Criteria. Tenant's sign shall comply with the following sign criteria:

(i) The intent of Landlord is to create a graphic environment that has an individual and distinctive identity for Tenant and is also compatible with other signs within the Shopping Center. The total concept should give an impression of quality, professionalism and instill a good business image. The specifications herein are to be used for design of Tenant's sign(s); however, in all cases, final written approval by Landlord is required prior to manufacturing and installation of all signs, which approval shall not be unreasonably withheld.

(ii) Tenant shall submit two (2) copies of a complete detailed drawing by Tenant's sign company for final review and approval of any proposed signage in the Premises or on the Property. Landlord shall review each submittal and either (a) approve of the same by providing Tenant written notice of such, or (b) return the submittal to Tenant to be revised and resubmitted by Tenant until either Landlord approves of the sign or Tenant declines to resubmit. A proposed sign cannot be deemed "approved" unless it complies with the following requirements:

(a) The submittal drawing includes the elevation on the building fascia and is drawn using a minimum 1/4' to 1' scale.

(b) The submittal drawing indicates the following specifications: type and thickness of Plexiglas or acrylate; type of material used for becks and returns; finish used on returns; and type of illumination and mounting method.

(c) The submittal drawing includes a fascia cross-section showing electrical connections and installation detail.

(d) The submittal drawing complies with any applicable signage requirements or restrictions required by Law or set forth in the Declarations.

(iii) No signage shall (a) be flashing, moving or audible; (b) employ exposed raceways (except for the installation of internally illuminated self-contained channel letters), exposed neon tubes, exposed ballast boxes or exposed transformers (unless exposed neon tube signs for a standard sign package of a national or regional tenant); or (c) be paper or cardboard signs, temporary signs, stickers or decals; provided that stickers indicating hours of operation,

Exhibit G to Shopping Center Lease (Baked Alaska Alehouse, Inc.)



emergency phone numbers, credit cards accepted, no solicitation warnings and similar information stickers are not prohibited.

C. Removal. Upon the expiration or sooner termination of the Lease, Tenant shall remove its sign and restore the sign band/fascia to its original condition.

D. Temporary Pylon Sign Panel. Subject to availability and modification, as well as Landlord's written approval of its sign design drawings, and provided that Tenant obtains all necessary government permits and approvals, Landlord will provide Tenant, at Tenant's sole cost and expense, one (1) identification panel on the pylon sign located in front of the Shopping Center on Mountain View Drive, in a position to be designated by Landlord. Landlord shall have the right to relocate Tenant's panel to other positions on the pylon sign, or to a different pylon sign, from time to time. Tenant shall be required to: (i) perform all maintenance and repairs to its panel during the Term, (ii) pay its pro-rata share of all costs and expenses incurred by Landlord in operating, maintaining, repairing, and lighting the pylon sign, payable as Additional Rent, and (iii) remove its panel from the pylon sign at the end of the Term or earlier termination of Tenant's right to maintain the sign panel. Notwithstanding the foregoing, Landlord reserves the right, in its sole and absolute discretion, to require Tenant to remove its panel from the pylon sign at any time during the Term upon written notice thereof.

III. Option to Renew.

A. Tenant shall have two (2) personal and nontransferable options (each, a "Renewal Option") to extend the Initial Term for a period of sixty (60) months (each, a "Renewal Term"), upon the same terms and conditions as are set forth in the Lease, except the Base Rent for the Renewal Term shall be increased at the commencement of each Renewal Term to the higher of (a) the then existing Base Rent or (b) a figure which is equal to the then Fair Market Rent for the Premises (as defined and determined in the manner prescribed below). Each Renewal Option shall be exercised, if at all, by Tenant giving written notice (the "Exercise Notice") to Landlord at least one hundred eighty (180) days prior to the expiration of the then existing term. Exercise of the Renewal Option shall be conditioned upon Tenant not being in default beyond any applicable cure period at the time of its giving its Exercise Notice.

B. "Fair Market Rent" shall mean the market rent for a comparable term for comparable shopping centers in Anchorage, Alaska assuming a lease containing the same terms and provisions as those herein contained and taking into consideration all relevant factors including the credit worthiness of Tenant, condition of the space, all allowances and concessions provided by Landlord, and other terms and conditions of the Lease and the market.

C. Landlord shall give Tenant notice of Landlord's estimation of the Fair Market Rent ("Landlord's Rent Estimate") within twenty (20) Business Days after receiving the Exercise Notice. Tenant shall have ten (10) Business Days after receipt of Landlord's Rent Estimate to accept the same by written notice to Landlord. If Tenant so accepts, Landlord's Rent Estimate will be the Base Rent for the Renewal Term. If Tenant does not accept, the parties shall promptly meet and negotiate in good faith to attempt to resolve their differences. If the parties do not reach an agreement as to the Fair Market Rent within sixty (60) days after Tenant's receipt of



Landlord's Rent Estimate, then Landlord and Tenant shall each select a qualified real estate broker (as defined below) and those two brokers shall meet and work in good faith to reach agreement on the Fair Market Rent. If they reach agreement, then their decision shall be binding on the parties. If they do not reach agreement, then the two brokers shall, within ten (10) days following the written request of either broker, jointly select a third qualified real estate broker and submit to the third broker their written determination of the Fair Market Rent (the "Brokers' Rent Estimates") and the basis for their determinations. The third broker's sole duty and authority will be to establish what the third broker believes to be the Fair Market Rent, which determination must fall within the range established by the Brokers' Rent Estimates. The Fair Market Rent established by the third broker shall be determined no later than twenty (20) days after receipt of the Brokers' Rent Estimate, and shall be binding on the parties. Each party shall pay the cost of its broker and half the cost of the third broker.

D. To be a qualified real estate broker, the broker shall be a real estate broker licensed in the state in which the Shopping Center is located, have at a minimum ten (10) years' experience in commercial leasing, shall be familiar with then current shopping center rental rates in Anchorage, and, in the case of the third broker only, shall not have represented either Landlord or Tenant or any of their affiliates at any time during the Term.

E. The Renewal Options are personal to Baked Alaska Alehouse, Inc. ("Named Tenant"), and may only be exercised by Named Tenant to the extent that Named Tenant, at the time of exercise and at the time such Renewal Options become effective, has not assigned the Lease and occupies the entire Premises without the intent of thereafter assigning the Lease or subletting the Premises or any portion thereof and may not be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than Named Tenant. The Renewal Options are not assignable separate and apart from this Lease, nor may the Renewal Options be separated from this Lease in any manner, whether by reservation or otherwise. Notwithstanding anything to the contrary contained herein, Named Tenant shall not have the right to exercise such Renewal Options and the exercise of such Renewal Options may be nullified by Landlord and deemed of no force or effect if (i) Tenant shall be in Default under the terms of the Lease as of the exercise of such Renewal Options or any time after such exercise and prior to the commencement or effective date of such Renewal Options, or (ii) Landlord shall have delivered to Tenant two (2) or more notices of default during any prior consecutive twelve (12) month period, whether or not such defaults were subsequently cured. Upon any termination of the Lease or Tenant's right of possession to the Premises, the Renewal Options shall terminate and be of no further force or effect.



**Operating Agreement of
Francisco E Rodriguez
A Single Member Limited Liability Company**

I. Formation.

a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Francisco E Rodriguez, a Member-managed Alaska single member limited liability company (the "Company") formed under and pursuant to Alaska law.

b. Operating Agreement Controls. To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

c. Primary Business Address. The location of the primary place of business of Francisco E Rodriguez is:

PO Box 770215, Eagle River, Alaska 99577, or such other location as shall be selected from time to time by the Member.

d. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is FCAOLM LLC. The Agent's registered office is PO Box 770215, Eagle River, Alaska 99577. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.

e. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

a. Purpose. Francisco E Rodriguez is created for the following business purpose: "FCAOLM LLC will be a Full-Service Restaurants".

b. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.

c. Duration. Francisco E Rodriguez's term shall commence upon the filing of a Certificate of Formation and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

i. The Member votes to dissolve the Company;

ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;



- iii. It becomes unlawful for either the Member or the Company to continue in business;
- iv. A judicial decree is entered that dissolves the Company; or
- v. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Member.

- a. The Member. The sole member of Francisco E Rodriguez at the time of adoption of this Agreement is _____ (the "Member").
- b. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Contribution shall consist of cash, solely, in the amount of [REDACTED]

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

c. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

d. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.

i. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

ii. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

iii. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.



e. Voting Power of the Members. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

f. Member's Duties. The Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Member also shall cause the Company to:

i. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

ii. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;

iii. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

iv. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;

v. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

vi. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

vii. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

ix. Allocate fairly and reasonably any overhead for shared office space;

x. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

xi. Correct any known misunderstanding regarding its separate identity;

xii. Maintain adequate capital in light of its contemplated business purposes;

xiii. Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;



- xiv. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
- xv. Not require any obligations or securities of the Member; and
- xvi. Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

g. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

h. Fiduciary Duties of the Member.

i. *Loyalty and Care.* Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.

ii. *Competition with the Company.* The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.

iii. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members or Officers. The Member shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company, but shall owe no such duties to Officers. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

iv. *Reliance on Reports.* In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more other Members, in the event that the Company has multiple Members, Officers or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.

2. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.



3. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Distributions.

The Company's fiscal year shall end on the last day of December. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. The Member shall receive a percentage of the overall distribution that matches the Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has or will file with the Internal Revenue Service for treatment as a C-corporation.

VI. Officers.

a. Appointment and Titles of Officers. The Officers of the Company shall be appointed by the Member and shall consist of at least a Chairman, a Secretary and a Treasurer. The Member may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Member may appoint such other Officers and agents as the Member shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer appointed by the Member may be removed at any time, with or without cause, by the Member, or, in the event that there are multiple Members, an affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Member. Unless the Member decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Alaska law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

i. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

1. Where required or permitted by law or this Agreement to be otherwise signed and executed;
2. Where signing and execution thereof shall be expressly delegated by the Member to some other Officer or agent of the Company.

ii. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President, shall perform the duties of the Chairman, and when so acting, shall have all



the powers of and be subject to all the restrictions upon the Chairman. The President, shall perform such other duties and have such other powers as the Member may from time to time prescribe.

iii. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Member (or, in the absence of any designation, in the order of their appointment by the Member) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Member may from time to time prescribe.

iv. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend and record all the proceedings of the meetings of the Company and of the Member in a book to be kept for that purpose. The Secretary shall perform such other duties as may be prescribed by the Member or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Member (or if there be no such determination, then in order of their appointment by the Member), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Member may from time to time prescribe.

v. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall distribute the Company's profits to the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member and shall render to the Chairman and to the Member, at regular intervals or when the Member so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Member forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Alaska law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Member (or if there be no such determination, then in the order of their appointment), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Member may from time to time prescribe.



b. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VII. Dissolution.

a. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(c) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a member of the Company.

b. Winding Up. Upon the occurrence of any event specified in Section II(c), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members one or more Members selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

c. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

d. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.

e. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Member with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.



f. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

g. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law.

VIII. Exculpation and Indemnification.

a. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered



Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

e. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law.

X. General Provisions.

a. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

b. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

c. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

d. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

e. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

f. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).



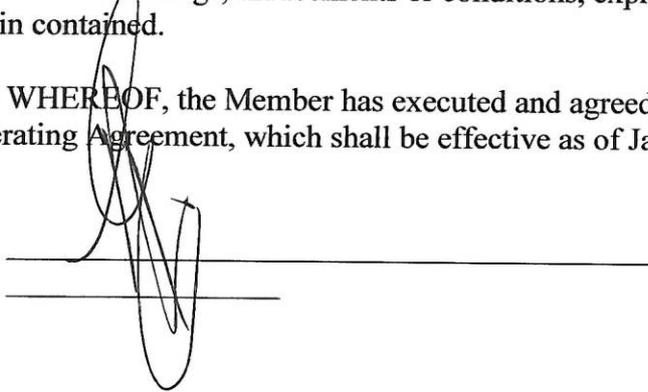
g. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.

h. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.

i. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of January 01, 2018.

Signature:

A handwritten signature in black ink is written over a horizontal line. The signature is cursive and somewhat stylized, with a large loop at the end. The line is a simple horizontal line.


 Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
 PROFESSIONAL LICENSING**
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LICENSE DETAILS

License #: 1010789

Business Name: BAKED ALASKA ALEHOUSE INC

Status: INACTIVE

Business Type: CORPORATION

Issue Date: 09/25/2014

Expiration Date: 12/31/2017

Primary Line Of Business: 72 - Accommodation and Food Services

Primary NAICS: 722110 - FULL-SERVICE RESTAURANTS

Secondary Line Of Business:

Secondary NAICS:

Mailing Address: PO BOX 773412, EAGLE RIVER, AK 99577

Physical Address: 3040 MOUTAIN VIEW DR, SUITE 101, ANCHORAGE, AK 99501

Owners

BAKED ALASKA ALEHOUSE INC

Endorsements

No Endorsements Found

Notice of Violation

(3AAC 304.525)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: License #/Type:
 Licensee: Address:
 DBA: AMCO Case #:

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.

You are directed to respond in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a re-occurrence 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 AT THEIR NEXT REGULARLY SCHEDULED BOARD MEETING.

***Please send your response to the address below and include your alcohol license number in your response.**

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.

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator:

Received by:

SIGNATURE: *J.R. Hamilton*

SIGNATURE:

Delivered VIA:

Date: