



## MEMORANDUM

TO: Alcoholic Beverage Control Board      DATE: June 9, 2020

FROM: Glen Klinkhart, Interim Director      RE: 772 AK Grizzly Bar

**Requested Action:** Objection of a transfer of ownership and location with DBA name change and a unique proposed premises.

**Statutory Authority:** AS 04.06.090(b): “The board shall review all applications for licenses made under this title and may order the director to issue, renew, revoke, transfer, or suspend licenses and permits authorized under this title.”

AS 04.11.470: “A person may object to an application for issuance, renewal, transfer of location, or transfer to another person of a license, or for issuance of a permit, by serving upon the applicant and the board the reasons for the objection. The board shall consider the objections and testimony received at a hearing conducted under AS 04.11.510(b)(2) when it considers the application...”

AS 04.11.510(b)(2): “The board may review an application for the issuance, renewal, transfer of location, or transfer to another person of a license without affording the applicant notice or hearing, except...(2) the board may, on its own initiative or in response to an objection or protest, hold a hearing to ascertain the reaction of the public or a local governing body to an application if a hearing is not required under this subsection;”

**Staff Rec.:** Hold a public hearing; consider the objection by Scofflaw Entertainment, LLC. Additionally, consider the proposed licensed premises.

**Background:** NYT, Inc. entered into an agreement with Scofflaw Entertainment, LLC for the purchase of the business and the Beverage Dispensary license. It appears the deal fell through according to the termination letter from Scofflaw Entertainment, LLC to NYT, Inc.

At no time did AMCO receive any notice of an upcoming transfer or a management agreement to Scofflaw Entertainment, LLC. However, AMCO did receive a completed transfer application from NYT, Inc. to AK Grizzly Bar, LLC.

The Law Offices of Chris Peloso, counsel for Scofflaw Entertainment, LLC submitted a written objection and a copy of the purchase agreement for the above transfer to AK Grizzly Bar, LLC.

Cynthia Franklin, with Carlson Law and counsel for NYT, Inc., submitted additional information as well as a copy of the termination letter from Scofflaw to NYT, Inc. Ms. Franklin stated in her email that the purchase agreement has not been in effect since September 30, 2019.

This Beverage Dispensary license is being transferred to an outdoor area where multiple food vendors will operate. The premises is surrounded on three sides by a four foot high perimeter rope and the boundary on the fourth side is an existing building. There is single entrance/exit to the area to control access. Additionally, the areas in which customers will be allowed to consume alcoholic beverages will be roped off.

This is a somewhat unique premises situation that we wish the board to review. However, a similar licensed premises was unanimously approved at the July 2019 meeting.

Attachment: Scofflaw Entertainment, LLC Objection provided by the Law Offices of Chris Peloso  
Scofflaw Entertainment, LLC Purchase Agreement  
Affidavit provided by Cynthia Franklin for Deborah Percy, Current Licensee with NYT, Inc.  
Email re: Termination Letter from Cynthia Franklin  
Termination Letter provided by Cynthia Franklin  
AB-02 Updated Licensed Premises Diagram  
Transfer Application

# Law Offices of Chris Peloso, LP

533 MAIN STREET, JUNEAU, ALASKA 99801

TELE (703) 403-0247

EMAIL: chris@pelosolaw.com

March 5, 2020

**TRANSMITTED VIA FIRST CLASS MAIL AND EMAIL**

Alaska Marijuana Control Office  
550 W. 7<sup>th</sup> Avenue  
Suite 1600,  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov

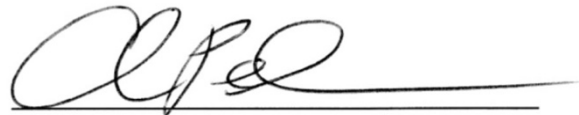
RE: Objection to Transfer of License #772.

Dear ABC Board,

Pursuant to Alaska Statute 04.11.470 and 3 AAC 304.150, Scofflaw Entertainment, LLC would like to file a formal objection to the application to transfer Beverage Dispensary License #772 from NYT Inc. to AK Grizzly Bar, LLC, which was filed by NYT Inc. on January 30, 2020.

As can be seen in the enclosed purchase agreement, Beverage Dispensary License #772 was sold to Scofflaw Entertainment, LLC, on May 31, 2019. As this purchase agreement is still in effect, Scofflaw retains a financial interest in License #772. As such, NYT Inc.'s new transfer application is in violation of 3 AAC 304.105(b)(3).

Sincerely,



Christopher D. Peloso  
Alaska Bar #: 1205052  
Counsel for Scofflaw Entertainment, LLC

Cc: Erik Emert,  
NYT, Inc.

Blake Rider  
AK Grizzly Bar, LLC

## PURCHASE AGREEMENT AND EARNEST MONET RECEIPT

THIS AGREEMENT made and entered into as of the 31<sup>st</sup> day of May 2019, by and between NYT INC., an Alaska Corporation, whose address is P.O. Box 22181, Juneau, Alaska 99802 (hereinafter "Seller") and SCOFFLAW ENTERTAINMENT LLC., an Alaska Corporation, whose address is 184 S. Franklin St., Juneau, Alaska 99801 (hereinafter "Buyer"),

### WITNESSETH

#### 1. Sale of Business and Business Assets.

- (a) For and in consideration of the sums hereinafter specified to be paid and other good and valuable consideration and subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and Buyer hereby agrees to buy all assets related to that certain business known as the RENDEZVOUS, located at 184 South Franklin Street, Juneau, Alaska. Said business includes all assets thereof (other than banking accounts and cash and liquor/pull tab inventory), including all recipes, furniture, fixtures and equipment listed on Exhibit A attached hereto, all supplies, supplier lists (if any), inventories, and liquor license # 772. As part of this agreement, Seller will also provide a triple net lease with option to purchase to Buyer for the existing space occupied by the business upon the terms and conditions noted subsequently in this Agreement. As consideration for aforementioned option, Buyer shall provide an option to Seller to repurchase Liquor license for the amount listed in section 2 (d) of this Agreement. The intent of the parties being that due to the current non-availability of liquor licenses, should Buyer not exercise their option to purchase the real property, Liquor license #772 shall remain on the premises and will be transferred back to Seller at the end of the lease term (with extensions).
- (b) All tangible assets being purchased as of the closing date and transferred free and clear of any debts and liens whatsoever.
- (c) Closing shall occur on June 1, 2019. Pending closing, Seller will operate the business in the ordinary course. Fixtures and equipment will not be sold without being replaced by items of comparable quality. Inventory and supplies as of the date of closing will be reasonably equivalent to those existing as of the date of this Agreement, unless Buyer is handling day to day operations and either increases or decreases those levels during the time period of its operation of the business pending closing.
- (d) Promptly upon signing of this Agreement, Buyer will prepare and submit appropriate applications to the ABC Board for transfer of the liquor license and cause such postings and notices to occur as may be required by law.
- (e) Security Agreements, which will include a Power of Attorney, Promissory Note, Personal Guaranty, Management Agreement and any other associated agreements to secure Seller's interest in the Liquor License shall be promptly prepared, signed and submitted to the ABC Board and/or the State of Alaska recorder's office.

#### 2. Purchase Price; Method of Payment. The purchase price for the business and assets being sold is \$ 530,000.00, payable as follows.

- (a) A non-refundable deposit of \$ 35,000.00 payable to NYT INC., upon the signing of this Agreement.
- (b) \$ 25,000.00, which shall be payable on the following schedule; \$8,000.00 on November 1, 2019, \$8,000.00 on May 1, 2020 and \$9,000.00 on August 1<sup>st</sup>, 2020.
- (c) The balance of \$ 470,000.00 shall be payable pursuant to a promissory note bearing interest at the rate of 6.25% amortized over a 20 year term with a balloon payment due no later than the last day of the lease or upon exercising Buyer's option to purchase the real property, whichever comes first. The promissory note

  
Buyer

  
Seller Initials



may be prepaid in full at any time without penalty.

- (d) The basic purchase price is allocated as follows:
- (i) Furniture/Fixtures/Equipment and all other assets (other than liquor license),  
\$ 330,000.00.
  - (ii) Liquor License, \$200,000.00.

3. Method of Conveyance, Liabilities, Lease with Option.

- (a) The personal properties involved in the purchase shall be conveyed by bill of sale or other documents as may be reasonably needed to effect the transfer, free and clear of any liens, defects or encumbrances, other than amounts owed to Sellers.
- (b) As soon as practicable, the parties shall secure lien, UCC and/or related reports applicable to the assets and business as may be desired by the parties.
- (c) If, following closing, any claims, liens or liabilities are asserted which are attributable to time periods prior to closing, Buyer will promptly notify Seller of the same.
- (d) A triple net lease from the Seller in which the business is located to Buyer providing the base rental rate at \$ 4,000.00 per month. The lease shall be for a five year term that will automatically renew for 3 additional one-year periods on the same terms unless Buyer elects not to renew by written notice given to the Landlord at least 60 days prior to the commencement of a further lease year. Buyer shall be responsible for all maintenance, including structural, electrical, plumbing and vandalism issues that might arise due to Buyer's use, their guests, employees, invitees or licensees. The Landlord has repaired the sewer line, removed all garbage and debris from underneath the building, replaced all water lines under the building and re-plumbed drain lines, installed a new boiler and indirect and direct water heaters, rewired 3 of the 4 electric panels, installed and plumbed a new oil tank, installed a beam and associated footings in the front half of the building, insulated the perimeter of the building's basement, installed a glycol system and a walk-in cooler. All such work has been done in a good and workmanlike manner by duly licensed and insured companies, and has been completed. The known deferred maintenance issues which include; finishing the supporting structural repairs to the back half of the building, roof flashing and rot repair have been disclosed to the Buyer and Buyer accepts that they will need to address those issues as soon as is practical. Buyer shall pay property tax and casualty/fire insurance. These amounts shall be prorated from June 1, 2019. The lease shall provide that upon termination, all trade fixtures shall stay on the premises so that the bar can continue to operate "turn key" should Buyers not exercise their option to purchase. The lease shall provide an option to purchase the real property at any time during the lease. The option price shall be \$670,000.00 following closing of this transaction on June 1, 2019 with closing of the real property to occur on or before the end of the lease term or extensions. The property shall be conveyed by warranty deed free and clear of any defects and encumbrances.

4. Prorations/Taxes.

- (a) All business and/or property taxes shall be prorated to the date of closing.
- (b) Following closing, Seller shall promptly file such notices and returns and pay such taxes and payroll amounts as may be attributable to time periods prior to closing.

5. Contingencies. This transaction is contingent upon the following.

- (a) Good and clear title of Seller to the assets being sold.

  
Buyer

  
Seller Initials



(b) Approval of the transaction by the shareholders and directors of Seller.

(c) Fulfillment of any other applicable terms and conditions of this Agreement.

The transaction shall be closed as promptly after fulfillment of the contingencies as circumstances may reasonably allow.

6. Tax Accounts.

At or immediately after closing, Buyer will promptly open all necessary tax accounts needed for the business, including without limitation employment tax accounts with the Federal and State governments, and sales and personal property tax accounts with the City of Juneau.

7. Insurance.

Until such time as Seller is paid in full, Buyer will maintain casualty insurance upon the tangible properties being conveyed, naming Seller as first loss payee as Seller's interest appears. Buyer will at all times carry liquor liability insurance naming NYT Inc. as an additional insured.

8. Possession; Risk of Loss.

Possession and risk of loss as to the properties being conveyed shall pass to Buyer on the date of closing.

9. Seller Warranties.

Seller, in addition to any other obligations or representations mentioned in this Agreement hereby represents and warrants as follows.

- (a) That Seller will have good and marketable title to the business, rights and properties being conveyed by Seller pursuant to this Agreement and will convey the same free and clear of any liens, encumbrances, claims or liabilities whatsoever.
- (b) That Seller is not currently involved in any litigation nor does Seller know or have reason to know of any claims, demands, administrative proceeding or other matters which could or might result in litigation or claims in respect to the business and assets hereby being conveyed with the exception of the "Due on Sale" clause in Seller's Deed of Trust. Buyer and Seller have thereby agreed to a short term Lease with an option to buy, which will pay Mortgagor in full at the time of exercise of aforementioned option.
- (c) That the business conducted on the property can be lawfully conducted by Buyer on the property under applicable zoning laws.
- (d) That, pending closing, Seller will operate the business in the ordinary course and will not convey or assign any of the assets being conveyed other than in the ordinary course of business. The levels and values of inventory and supplies existing as of the date of closing will not be materially different from those existing as of the date of this Agreement.

10. Notices.

Any notice or demand required or permitted to be given under this Agreement or by law shall be deemed to have been properly given when in writing and hand delivered, or, if mailed, when the same has been deposited in the U.S. Mail with the postage prepaid to be forwarded by certified or registered mail, addressed as follows:

TO THE SELLER: NYT Inc.  
P.O. Box 22181  
Juneau, Alaska 99802

TO THE BUYER: SCOFFLAW ENTERTAINMENT LLC  
184 S. Franklin St.  
Juneau, Alaska 99801

Such notice, if mailed, shall be deemed given, notwithstanding non receipt, if mailed to the last known address provided pursuant to this paragraph. Such addresses and the person to receive notice may be changed from time to time by either party by serving notices as above provided.

11. Costs and Attorney Fees.

The parties shall split closing costs, including any UCC and lien search fees, if any, and filing fees 50-50. Excluded from the foregoing are the liquor license transfer fees charged by the State of Alaska, which will be paid by Buyer. The parties shall bear their own attorney fees. The option to purchase the real property shall outline splits of those closing costs.

12. Integration; Modification.

This Agreement constitutes the complete and integrated agreement of the parties hereto, all prior negotiations and agreements, oral or written, being merged herein and superseded hereby. This Agreement may be modified only in writing signed by both parties.

13. Non-Assignment/Delegation.

While any amounts remain owing by Buyer to Seller, Buyer may not transfer, assign or convey all or any portion of the business and assets of the business or Buyer' interests therein, except upon prior written consent of Sellers, which consent will not be unreasonably withheld. Excepted from the foregoing restrictions are transactions in the ordinary course of business.

14. Successors and Assigns.

This Agreement and the terms, conditions, warranties, representations and undertakings herein shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

15. Applicable Law/Jurisdiction and Venue.

This Agreement and the rights, duties, liabilities and remedies of the parties hereunder shall be governed by the laws of the State of Alaska. The parties agree to exclusive jurisdiction and venue for purposes of any proceedings relating to this Agreement in the Superior Court for the State of Alaska, First Judicial District.

16. Time is of the Essence.

Time is of the essence as to the terms and provisions of this agreement.




17. Construction of the Agreement.

All parties to this Agreement are knowledgeable persons or entities engaged in business. As a result, this Agreement shall be construed reasonably without application of any norms of construction or resolution of ambiguities against the maker hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates below mentioned.

DATED: 5/31/19


SELLER  
NYT, INC.

  
\_\_\_\_\_  
Erik Emert, President

STATE OF ALASKA )  
 ) SS.  
1st JUDICIAL DISTRICT )

This instrument was acknowledged before me this 31 day of May 2019  
By Erik Emert (name of person signing above), the President of NYT on its  
behalf, with its authority, and as a free act.



  
\_\_\_\_\_  
Notary Public, State of Alaska My  
Commission  
Expires 01/22/22

DATED: 5/31/19

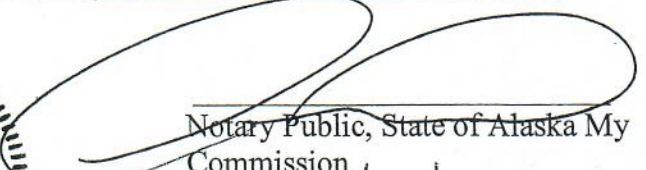
SELLER  
NYT, INC.

  
\_\_\_\_\_  
Deborah Percy, Vice President

STATE OF ALASKA )  
 ) SS.  
1st JUDICIAL DISTRICT )

This instrument was acknowledged before me this 31 day of May 2019  
By Deborah Percy (name of person signing above), the vice President of NYT on its  
behalf, with its authority, and as a free act.



  
\_\_\_\_\_  
Notary Public, State of Alaska My  
Commission  
Expires 01/22/22

   
Buyer Seller Initials



DATED: 6/24/19

BUYER  
SCOFFLAW LLC.

Michael Friend  
Michael Friend

STATE OF ALASKA )  
 ) SS.  
1st JUDICIAL DISTRICT )

This instrument was acknowledged before me this 24 day of June 2019  
By Michael Friend (name of person signing above), the Buyer of NYT on its  
behalf, with its authority, and as a free act.



[Signature]  
Notary Public, State of Alaska My  
Commission  
Expires 01/22/22

DATED: 5.31.19

BUYER  
SCOFFLAW LLC.

Asher Rohan  
Asher Rohan

STATE OF ALASKA )  
 ) SS.  
1st JUDICIAL DISTRICT )

This instrument was acknowledged before me this 31 day of May 2019  
By Asher Rohan (name of person signing above), the Buyer of NYT on its  
behalf, with its authority, and as a free act.



[Signature]  
Notary Public, State of Alaska My  
Commission  
Expires 01/22/22

**AFFIDAVIT OF DEB PERCY**

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

I, Deb Percy, having first been duly sworn upon oath, affirms that the follow facts are true to the best of my knowledge and belief and states as follows:

1. Scofflaw Entertainment consists of Michael Friend and Asher Rohan.
2. NYT, Inc., entered into a purchase agreement with Scofflaw Entertainment to purchase Liquor License No.: 772.
3. The purchase agreement required Scofflaw Entertainment to complete certain documents, sign a management agreement and apply for a transfer of ownership of the Liquor License No.: 772.
4. Scofflaw Entertainment backed out of the Purchase Agreement at the end of September 2019.
5. I spent a month trying to remedy and preserve the agreement.
6. I have many text messages reflecting meetings with Asher Rohan and attempts to save the agreement.
7. Asher Rohan tried to continue in the purchase without Michael Friend, but didn't have the capital.
8. Michael Friend refused to let Asher Rohan buy him out even if he had the ability.
9. Scofflaw Entertainment promised to pay all bills, utilities, insurance, sales tax and property tax, etc., and did not. Scofflaw even stopped payment on a check Scofflaw Entertainment wrote to NYT, Inc., to cover sales tax.
10. Scofflaw Entertainment refused to sign the lease, security agreement and management agreement. NYT, Inc., paid an attorney to prepare these documents for Scofflaw Entertainment.



11. Scofflaw Entertainment made no effort to begin transfer process: they did not submit fingerprints, did not advertise the transfer, and did not submit the application.
12. Scofflaw Entertainment vacated the licensed premises on November 6, 2019.
13. Michael Friend handed me his keys on November 13, 2019. During such time, I had already possessed Asher Rohan's keys.

I certify, under penalty of perjury, that the foregoing is true and correct.

**FURTHER YOUR AFFIANT SAYETH NAUGHT.**

3/10/2020  
DATE

[Signature]  
SIGNATURE

SUBSCRIBED AND SWORN to before me this 10 day of March, 2020.



[Signature]  
Notary Public in and for State of Alaska

My commission expires: 1/27/2024

**From:** Cindy Franklin  
**To:** [Alcohol Licensing, CED ABC \(CED sponsored\); Craig, Carrie D \(CED\)](#)  
**Subject:** RE: License #772 Transfer- Objection Letter  
**Date:** Tuesday, March 10, 2020 10:16:54 AM  
**Attachments:** [image001.png](#)  
[Scofflaw 9.30.2019.pdf](#)

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Hi Carrie,

As we discussed Friday, NYT, Inc is responding to the objection filed by Scofflaw Entertainment to the pending transfer of ownership application from NYT, Inc to AK Grizzly Bar, LLC.

I am attaching termination letter from Scofflaw to NYT, Inc. Scofflaw did not put a date on the top of their letter, but it was received by Deb Barry on September 30, 2019.

The purchase agreement has not been in effect since this letter was sent. Should you need it, I have an affidavit from Deb regarding the series of events with specific actions and dates. Additionally, she has a series of written communications from Scofflaw which corroborate her affidavit. I will hold off on providing that until you review this email and attachment.

Here is the note I got from Deb when she saw the objection:

“We have paid all debts related to this license to receive a waiver from the CBJ. The waiver is to allow us to be grouped into a non-contested license transfer group because they say they don’t have time to hear it in March or in June. The debts paid in large part are from Scofflaw. We paid utilities, three distributors and sales tax debts they incurred. They stopped making payments, told us they were not going to buy and vacated the premises. They also kept all the revenue.”

As you can see, providing the Board the purchase agreement alone as support for the objection is misleading. A lot has happened since the agreement was signed, and even more did not happen. Scofflaw walked away from the agreement without fulfilling any of their obligations. The agreement was voided by the individuals now asserting it as an objection.

Because Scofflaw never applied for the transfer, breached the purchase agreement and terminated all agreements with NYT, Inc., we will be requesting that the Board disregard the objection. It is irrelevant to the current transfer application and should have no bearing on the board’s approval process.

You and I discussed whether or not the documents I send will be made part of the board packet for the upcoming meeting. Will you call me concerning that issue? Since there is likely to be a civil lawsuit between the parties to the breached agreement, we would like to limit what we put out into the public space. We do not want to air this out in the context of the new transfer application because it is not appropriate or relevant to argue about a breached and void agreement in the forum of the board meeting.

Thanks, Carrie, for your expertise in this situation.



Cindy Franklin  
Senior Counsel  
(907) 802-2697  
[cindy@bcarlsonlaw.com](mailto:cindy@bcarlsonlaw.com)



#### Confidentiality Statement

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

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**From:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>  
**Sent:** Friday, March 6, 2020 11:00 AM  
**To:** Cindy Franklin <cindy@bcarlsonlaw.com>  
**Subject:** RE: License #772 Transfer- Objection Letter

Sure, no problem!

*Carrie Craig*

Records and Licensing Supervisor  
Alcohol and Marijuana Control Office  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
907-269-0350



Scofflaw Entertainment, LLC  
419 2nd Street, Juneau, AK 99801

Subject: Demand for Return of Earnest Payment, Lease and License payments, & Business Expenses

NYT Inc.  
P.O. Box 22181  
Juneau, AK 99802

Mr. Erik Emert,

You are receiving this letter as notification that upon consideration of the prolonged transaction period, altered documentation, and legal liability brought on by inaccurate representation by the owners of NYT Inc., Scofflaw Entertainment LLC and their legal counsel, have determined that continued engagement with NYT Inc. is no longer in the best interests of the company and its owners.

The Purchase Agreement and Earnest Money Receipt denotes a closing date of June 1, 2019 for the purchase of assets, including Liquor License #772, and the property lease with option to purchase of Rendezvous Lounge, located at 184 South Franklin St. Juneau, AK 99801. Delivery of the final documentation for the above transactions was not provided to Scofflaw Entertainment LLC until August 27, 2019. The inclusion of the "Time is of the Essence" stipulation in the Purchase Agreement and Earnest Money Receipt document denotes an incurable breach of contract.

Prior to the signing of the Purchase Agreement and Earnest Money Receipt, Scofflaw Entertainment LLC received, from NYT Inc., the corresponding paperwork for above stated transactions, including a Management Agreement providing us framework for the legal use of liquor license #772 for the duration of the liquor license transfer process. NYT Inc. owner, Erik Emert, confirmed through email on May 30<sup>th</sup> that the Management Agreement in its current form was accurate and lawful and shielded both parties from legal liability and the license from being confiscated by the ABC board. This proved to be inaccurate. On August 27<sup>th</sup>, Scofflaw Entertainment LLC, was provided an entirely new document opening both parties to legal uncertainty and putting Liquor License #772 in jeopardy of confiscation by the ABC Board. The new documentation plainly shows that the practices initiated at the explicate direction of the current license holders, NYT Inc., have put the license in real jeopardy of being confiscated by the ABC board.

In consideration of the information stated above, Scofflaw Entertainment LLC, is demanding the return of the Earnest Money payment, lease and liquor license payments from July and August, cost of current liquor inventory, and miscellaneous expenses incurred over the course of occupancy at Rendezvous Lounge. The total demanded reimbursement is \$75,000.





Scofflaw Entertainment, LLC  
419 2nd Street, Juneau, AK 99801

Scofflaw Entertainment LLC will continue overseeing daily operations and incurring sales revenues of Rendezvous Bar throughout the month of October 2019 providing adequate time for transfer of utility accounts and payroll. Scofflaw Entertainment LLC will maintain responsibility for payroll, utilities, and taxes during this transition time, and relegating said responsibilities back to NYT Inc. as of November 1, 2019.

Time is of the essence as to the terms and provisions of this agreement. Acceptance and signing of these terms must be complete by 5:00pm AST on the Wednesday the 2<sup>nd</sup> day of October, 2019. Failure to agree and sign to the above stated terms and provision by the above stated time and date will terminate this agreement and be followed by legal action toward NYT Inc. and its owners.

Regards,

Michael Friend

Owner, Scofflaw Entertainment, LLC

Asher Rohan

Owner, Scofflaw Entertainment, LLC



**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.**

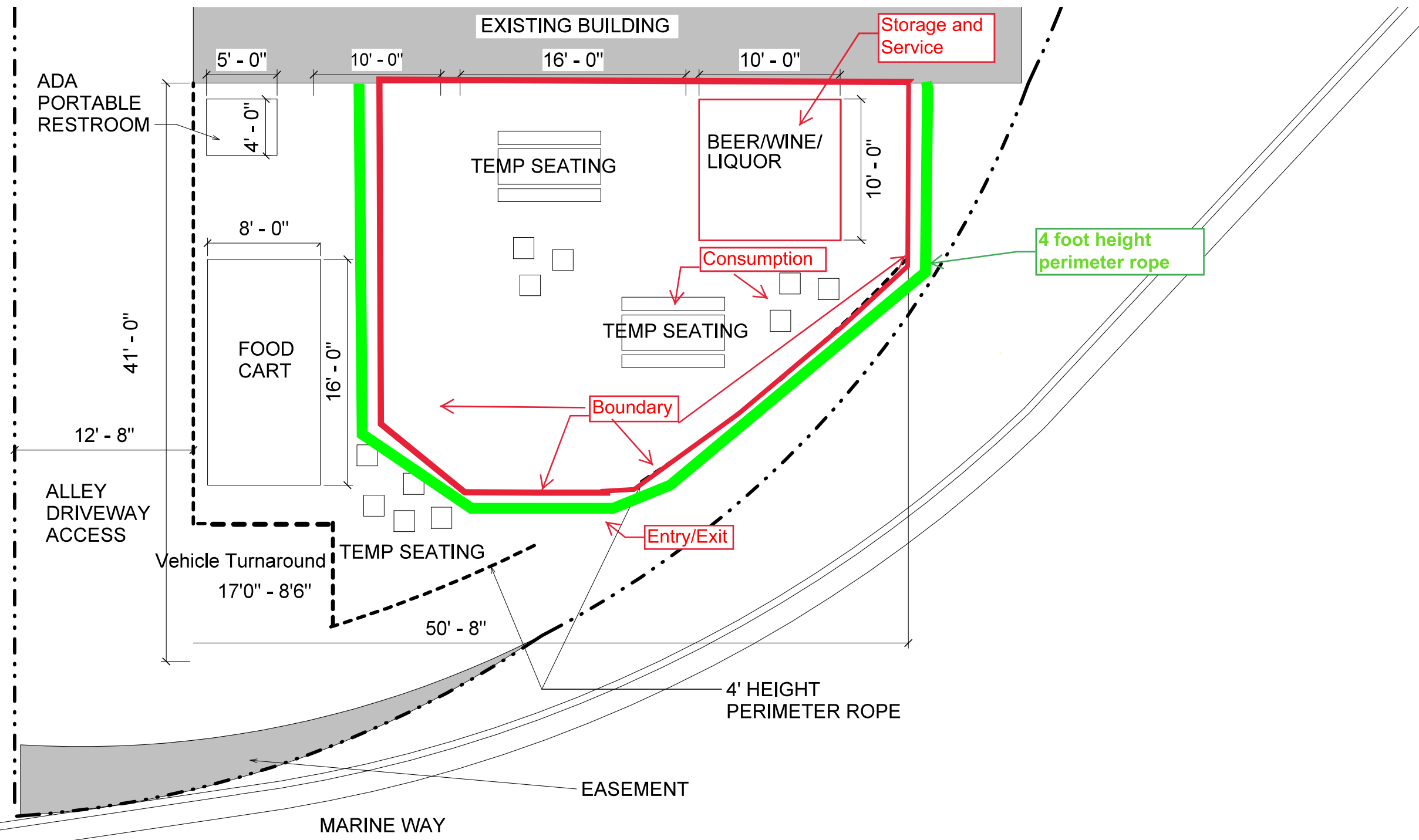
Yes No

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.

<b>Licensee:</b>		<b>License Number:</b>	
<b>License Type:</b>			
<b>Doing Business As:</b>			
<b>Premises Address:</b>			
<b>City:</b>		<b>State:</b>	
		<b>ZIP:</b>	



NOT FOR CONSTRUCTION

XX/XX/2018

**N**  
NorthWind  
Architects, LLC

126 Seward St  
Juneau, AK 99801  
Ph #907.586.6150  
www.northwindarch.com

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

**1918.1 RMC ADMIRAL WAY BUILDING**

210 ADMIRAL WAY  
JUNEAU, AK

SHEET TITLE:  
**SITE PLAN**

CHECKED	SB	
DRAWN	SCC	
issue	date	description

**1** SITE PLAN  
1/4" = 1'-0"



SHEET # **A1.0**

PLOT DATE 02/04/2020  
ISSUE DATE 02/04/2020



NOT FOR CONSTRUCTION

XXXX/2018



IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

1918.1 RMC ADMIRAL WAY BUILDING

210 ADMIRAL WAY  
JUNEAU, AK

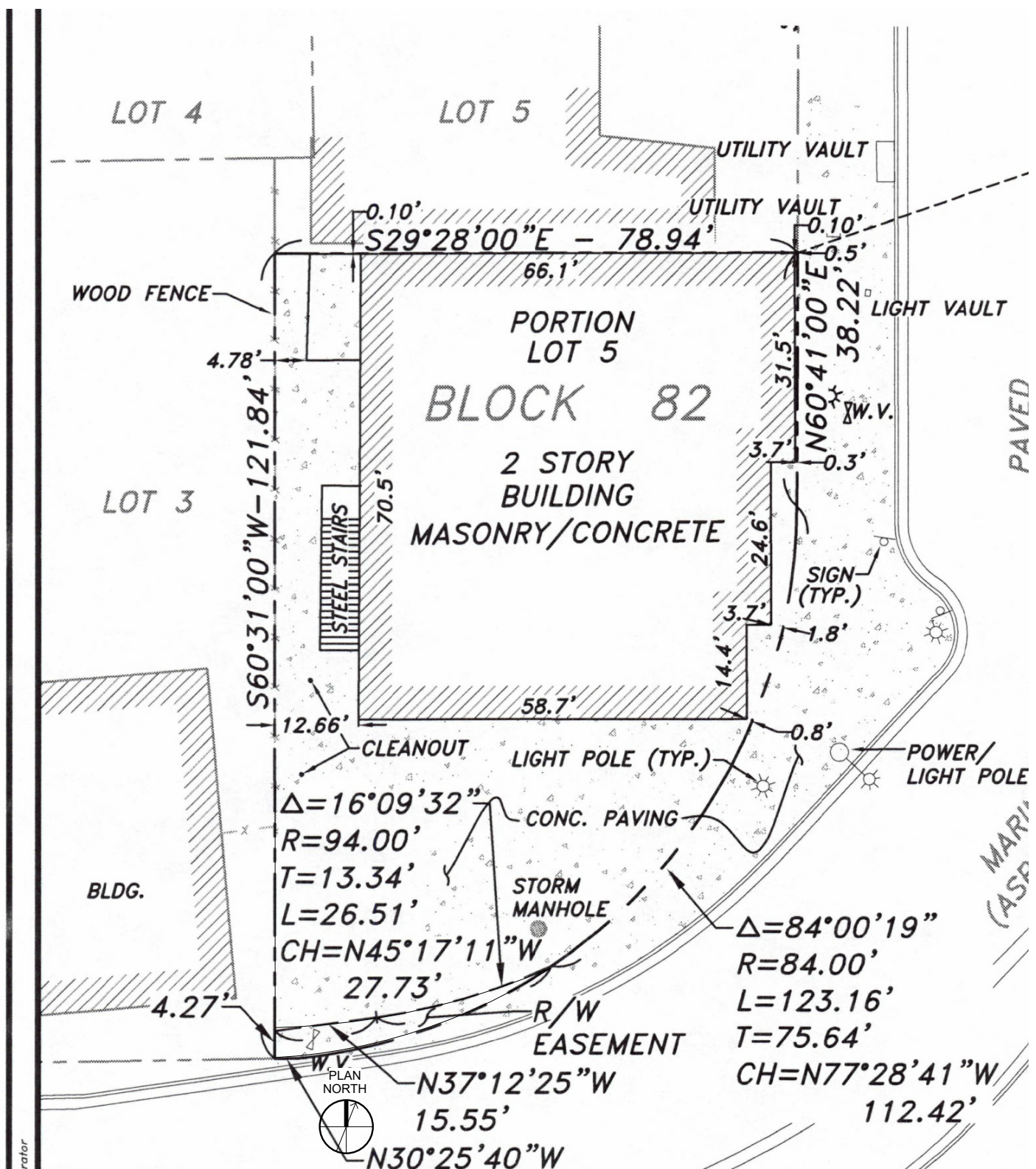
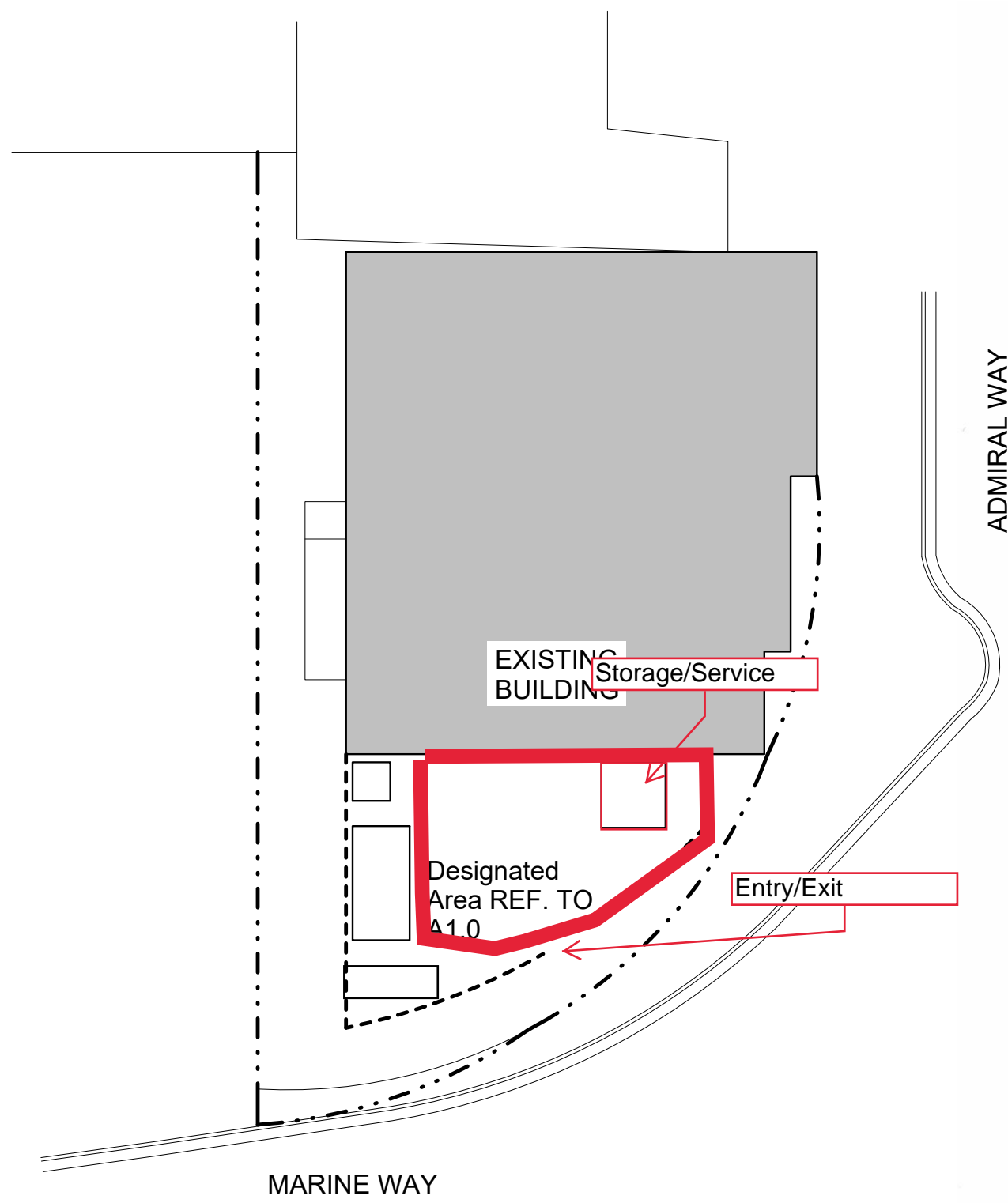
SHEET TITLE:  
SITE PLAN

CHECKED SB  
DRAWN SCC

issue date description

SHEET # **A0.1**

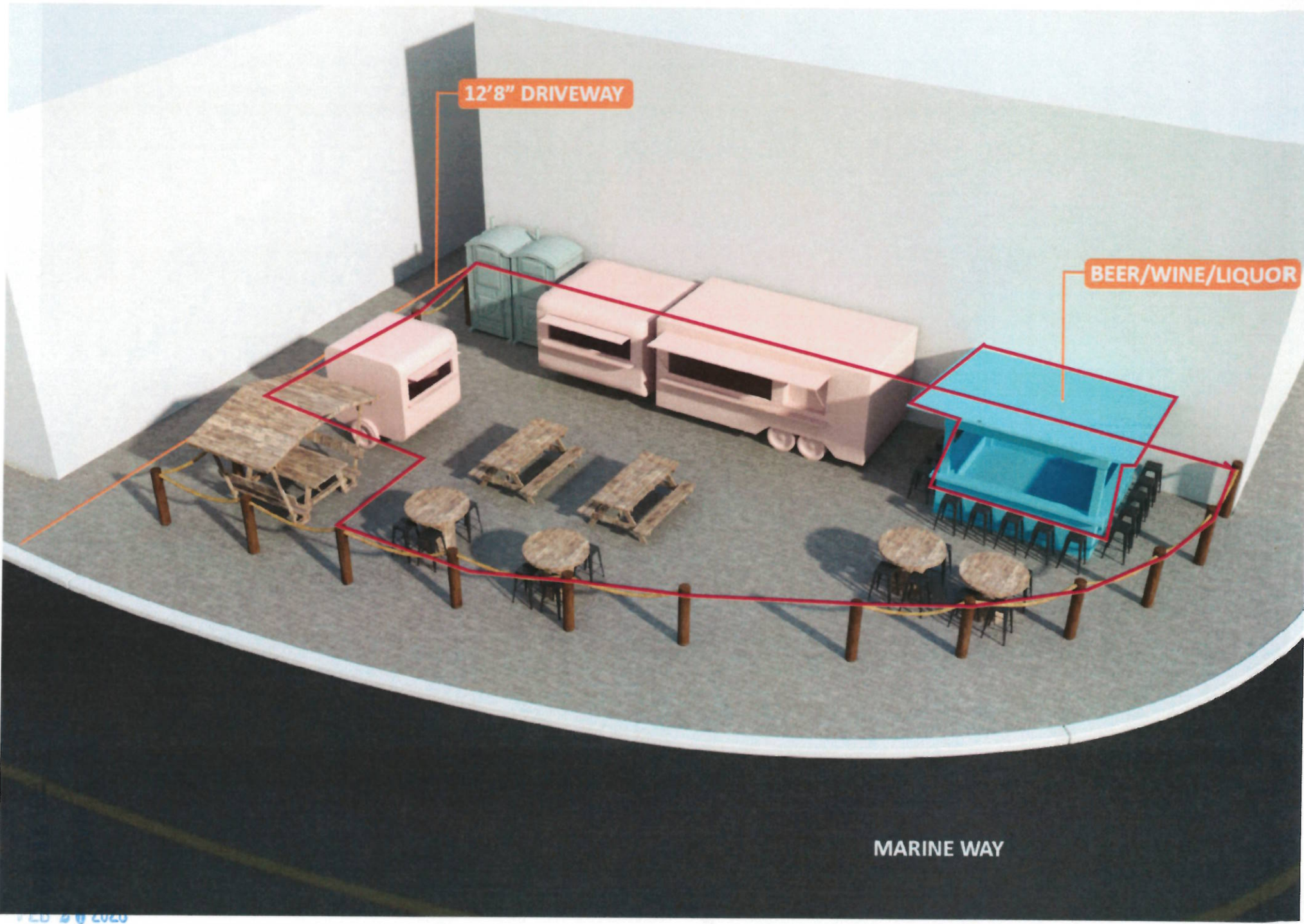
PLOT DATE 02/04/2020  
ISSUE DATE 02/04/2020



1 SITE PLAN  
3/32" = 1'-0"

© NorthWind Architects, LLC; Project Number NWA-





12'8" DRIVEWAY

BEER/WINE/LIQUOR

MARINE WAY

# SECURITY PLAN

## AK GRIZZLY BAR

210 Admiral Way

Juneau, AK 99801

### Goals:

- To create a safe and secure environment for beverage service.
- To serve customers in a responsible, friendly, and professional manner.
- To adhere to all liquor laws while assisting customers in their decision to drink responsibly.
- To provide the highest level of control, safety, and quality service for all customers.
- To mitigate any noise or inappropriate conduct directed at immediate neighbors and/or patrons.
- To maintain trained staff who are responsible and accountable for looking after the security and well-being of our customers.

### Staff Training

- All staff will be trained in Alcohol Server Education and valid server cards will be kept on file.
- Management will establish with staff when to ask for identification, how to identify underage customers, what forms of identification are acceptable, how to recognize a fake ID, and what to do when one is presented.
- All staff will be provided with a copy of AK Grizzly Bar House Policies and will be trained on how to employ them.
- Management will insure that staff understand their legal duty regarding service to underage and intoxicated individuals and provide staff with clear guidelines on how to deal with these individuals.
- All staff will be trained on what an underage compliance check is. If a compliance check occurs, staff will be trained to retain the underage buyer's ID and wait for an ABC Investigator or other law enforcement officer to retrieve it. If card is not retrieved within 5 minutes, staff will be instructed to call local police.
- All staff will be trained in how to properly monitor drinking of customers, recognize signs of intoxication, deny entry to intoxicated people, monitor consumption of customers to avoid intoxication, and how to deny further service.

### Conflict Resolution Training

- All staff will be trained on AK Grizzly Bar's conflict resolution process which is as follows: clarify what the disagreement is, establish a common goal for both parties, discuss ways to meet the common goal, determine barriers to the common goal, and agree on the best way to resolve it.



### **Procedures for Handling Violent Incidents and Emergencies**

- All staff will become familiar with local ordinances for unruly patrons. When a patron acts in a manner that is violent, abusive, indecent, or otherwise disorderly, staff will immediately contact the police.
- Staff will be trained on how to recognize behavior that could become violent.
- Staff will notify senior management when anything unusual or suspicious occurs.
- Staff will notify law enforcement and senior management any time a possible threat or incident occurs.

### **Procedures for Contacting the Juneau Police Department**

- The police will be called, in a timely manner, anytime management or staff has information to believe a crime has been or is about to be committed and/or whenever a threat of or act of violence occurs on the premises or off premises in areas that would be considered in view or earshot of the establishment.
- Staff and management will ask anyone who is fighting to leave. If necessary, staff or management will call local law enforcement for assistance. Staff and management will refuse admittance to any chronic problem customers.

### **Procedures on Crowd Control**

- Staff will be trained to ensure that customer numbers do not exceed capacity.
- If capacity is reached a staff person will be placed at the entrance to ensure that more customers do not enter until other customers have left.

### **Procedures for Permitting Patrons to Enter**

- The food court and bar will be gated off from the sidewalk. Patrons ordering at the bar will be required to show valid identification to order an alcoholic beverage.
- Signage will be posted indicating that management reserves the right to deny entry to intoxicated and/or underage persons.
- Staff will be assigned to entrance when necessary to check for age and fraudulent identification, deny entry to intoxicated people, and count the number of people on premise to prevent overcrowding.

### **Procedures to Ensure Alcohol Does Not Leave the Premises**

- The areas in which patrons can drink alcoholic beverages will be roped off.
- Signage will be clearly posted in multiple locations saying "no alcohol beyond this point."
- Staff will be trained to be alert to patrons mistakenly or purposefully taking alcohol beyond the roped off section and will inform patrons they must finish their beverage or throw it away before leaving.

### **Procedures to Prevent Patron Intoxication**

- Employees may not sell, dispense, or give away alcohol to any person who is under the influence or has been over served at another establishment. If a customer is "cut off," the server will notify the other employees. Management will support the server's decision to terminate service

to any customer. If a customer is too impaired to drive safely, staff will try to persuade the customer not to drive, and arrange a safe ride. If the customer refuses, management will notify local law enforcement with a description of the person and the license plate number of the vehicle, if possible.

#### **Procedures for Preventing Underage Drinking**

- Staff will request proof of age from any customer who appears to be 30 years of age or younger, and will refuse service to any customer who cannot produce adequate identification. When selling pitchers or multiple drinks, ID's will be requested for each person receiving a glass. Separate types of glassware will be used to distinguish alcohol drinks from non-alcohol drinks.

#### **Procedures to Maintaining an Incident Log**

- Employees will be supported by management if they decide to deny service to any customer or to ask any unruly guests to leave.
- If an incident does occur, whether law enforcement is needed or not, employees will be trained to record these events in an incident log kept at the bar. The incident log will be regularly reviewed by management with all staff.

#### **Procedures for Preserving a Crime Scene**

- If a crime occurs, staff will be instructed not to move anything unless absolutely necessary to avoid contaminating evidence, ask non-involved patrons to leave, and to maintain control of the scene to the best of their ability until law enforcement arrives.

AMCO

FEB 26 2020



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:	NYT INC		License #:	772	
License Type:	BDL		Statutory Reference:	AS 04.11.280	
Doing Business As:	Rendezvous				
Premises Address:	184 S Frankun St				
City:	Juneau	State:	Alaska	ZIP:	99801
Local Governing Body:	City and Borough of Juneau				

### 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  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto: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:	AK Grizzly Bar, LLC				
Doing Business As:	AK Grizzly Bar				
Premises Address:	210 Admiral Way				
City:	Juneau	State:	AK	ZIP:	99801
Community Council:	City and Borough of Juneau				

Mailing Address:	4475 N. Douglas Hwy				
City:	Juneau	State:	AK	ZIP:	99801

Designated Licensee:	Blake Rider				
Contact Phone:	9077233442	Business Phone:	9077233442		
Contact Email:	blake@rmces.com				

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

### Section 3 - Premises Information

Premises to be licensed is:

- an existing facility     a new building     a proposed building

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

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

0.7 miles

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

0.7 miles



Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 4 – Sole Proprietor Ownership Information

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

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

### Section 5 – Entity Ownership Information

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

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

Entity Official:	Blake Rider				
Title(s):	LLC Member	Phone:	9077233442	% Owned:	34
Address:	4475 N. Douglas Hwy				
City:	Juneau	State:	AK	ZIP:	99801







Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto: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:	Jacob Haas				
Title(s):	LLC Member	Phone:	5035456475	% Owned:	33
Address:	2590 Fritz Cove Road				
City:	Juneau	State:	OR	ZIP:	99801

Entity Official:	Vince McElmurry				
Title(s):	LLC Member	Phone:	9077232996	% Owned:	33
Address:	209 Saint Anns Ave				
City:	Douglas	State:	AK	ZIP:	99824

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 #:	10121194	AK Formed Date:	1/6/2020	Home State:	Alaska
Registered Agent:	Blake Rider	Agent's Phone:	9077233442		
Agent's Mailing Address:	4475 N. Douglas Hwy				
City:	Juneau	State:	AK	ZIP:	99824

Residency of Agent: Yes    No

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





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto: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?

Yes  No

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

### Section 7 - Authorization

Communication with AMCO staff:

Yes No

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

Yes  No

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]  
Signature of transferor

ERIC ERNAT  
Printed name of transferor

Subscribed and sworn to before me this 19 day of March, 2020.



[Signature]  
Signature of Notary Public

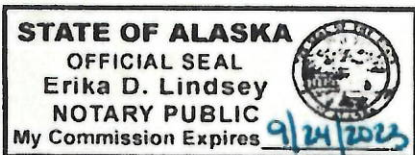
Notary Public in and for the State of Alaska

My commission expires: 01/23/22

[Signature]  
Signature of transferor

Deborah Percy  
Printed name of transferor

Subscribed and sworn to before me this 19<sup>th</sup> day of March, 2020.

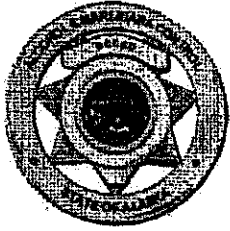


[Signature]  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 9/24/2023





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto: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.

BR

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

BR

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.

BR

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.

BR

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

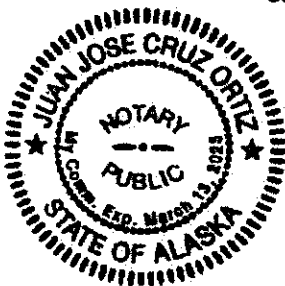
BR

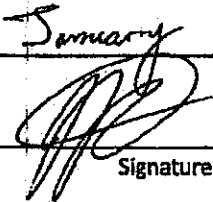
As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

  
 Signature of transferee

Blake Rider  
 Printed name

Subscribed and sworn to before me this 29<sup>th</sup> day of January, 2020.



  
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: March 13, 2022