

Submitted by: Chair of the Assembly at
the Request of the Mayor
Prepared by: Community Development
Department, Planning
For reading April 24, 2012

CLERK'S OFFICE

APPROVED

Date: 4-24-12

Anchorage, Alaska
AR 2012-110

1 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
2 APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A
3 BEVERAGE DISPENSARY USE AND LICENSE NUMBER 1078, IN THE B-2B
4 (CENTRAL BUSINESS) DISTRICT FOR BROCK LINDOW, DBA THE
5 CROSSBAR; LOCATED WITHIN DOWNTOWN ANCHORAGE URBAN
6 RENEWAL AREA SUBDIVISION, BLOCK 24A, LOT 5; GENERALLY
7 LOCATED NORTH OF 4TH AVENUE, WEST OF "A" STREET, AND EAST OF
8 "G" STREET.

9
10 (Downtown Community Council) (Case 2012-045)

11
12 THE ANCHORAGE ASSEMBLY RESOLVES:

13
14 **Section 1.** A conditional use permit is hereby approved for an Alcoholic
15 Beverages Conditional Use for a Beverage Dispensary Use and License Number
16 1078, in the B-2B (Central Business) district for Brock Lindow, dba The Crossbar;
17 located within Downtown Anchorage Urban Renewal Area Subdivision, Block
18 24A, Lot 5, generally located north of 4th Avenue, west of "A" Street, and east of
19 "G" Street, and generally meets the applicable provisions of AMC 21.15.030,
20 AMC 21.40.160D.13., and AMC 21.50.160.

21
22 **Section 2.** This conditional use is approved subject to the following conditions:

- 23
24 1. A Notice of Zoning Action shall be filed with the State Recorder's Office
25 within 120 days of the Assembly's approval for this beverage dispensary
26 in the B-2B district.
27
28 2. All uses shall conform to the plans and narrative submitted with this
29 conditional use application.
30
31 3. This alcoholic beverage conditional use approval is for a Beverage
32 Dispensary Use and License Number 1078 in the B-2B (Central Business)
33 district per AMC 21.15.030, AMC 21.40.160D.13., and AMC 21.50.160 for
34 approximately 5,900 square feet of gross leasable area located at
35 333 West 4th Avenue, located within Downtown Anchorage Urban
36 Renewal Area, Block 24A, Lot 5.
37

- 1 4. On-premise sale of alcoholic beverages will be seven days a week with
- 2 hours of operation as permitted per Anchorage Municipal Code
- 3 10.50.015C. and Alaska Alcoholic Beverage Control Board requirements.
- 4
- 5 5. Employees will be trained in accordance with the Alcoholic Beverage
- 6 Control Board's "Liquor Server Awareness Training Program," in
- 7 accordance with Alaska Statute 04.21.025. Upon demand, the applicant
- 8 shall demonstrate compliance with a liquor "Server Awareness Training
- 9 Program" approved by the State of Alaska Alcoholic Beverage Control
- 10 Board, such as or similar to the program for "Techniques in Alcohol
- 11 Management (T.A.M.)."
- 12
- 13 6. The use of the property by any person for the permitted purposes shall
- 14 comply with all current and future Federal, State and local laws and
- 15 regulations including but not limited to laws and regulations pertaining to
- 16 the sale, dispensing, service and consumption of alcoholic beverages and
- 17 the storage, preparation, sale, service and consumption of food. The
- 18 owner of the property, the licensee under the Alcoholic Beverage Control
- 19 license and their officers, agents and employees shall not knowingly
- 20 permit or negligently fail to prevent the occurrence of illegal activity on the
- 21 property.
- 22
- 23 7. A copy of the conditions imposed by the Assembly in connection with this
- 24 conditional use approval shall be maintained on the premise at a location
- 25 visible to the public.
- 26

27 **Section 3.** Failure to comply with the conditions of this conditional use permit
 28 shall constitute grounds for its modification or revocation.

30 **Section 4.** This resolution shall become effective immediately upon passage
 31 and approval by the Anchorage Assembly.

32
 33 PASSED AND APPROVED by the Anchorage Assembly this 24th day
 34 of April 2012.

35
 36
 37 *E. H. H. H.*
 38 Chair of the Assembly

39 ATTEST:

40
 41
 42 *B. S. J.*
 43 Municipal Clerk



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 236-2012

Meeting Date: April 24, 2012

1 **From:** MAYOR

2
3 **Subject:** A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY
4 APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE
5 FOR A BEVERAGE DISPENSARY USE AND LICENSE NUMBER
6 1078, IN THE B-2B (CENTRAL BUSINESS) DISTRICT FOR
7 BROCK LINDOW, DBA THE CROSSBAR; LOCATED WITHIN
8 DOWNTOWN ANCHORAGE URBAN RENEWAL AREA
9 SUBDIVISION, BLOCK 24A, LOT 5; GENERALLY LOCATED
10 NORTH OF 4TH AVENUE, WEST OF "A" STREET, AND EAST OF
11 "G" STREET.
12

13 Brock Lindow, dba The Crossbar, has made application for an Alcoholic
14 Beverages Conditional Use for a Beverage Dispensary Use and License
15 Number 1078, in the B-2B (Central Business) district, at 333 West 4th Avenue;
16 located within Downtown Anchorage Urban Renewal Area Subdivision, Block 24A,
17 Lot 5.
18

19 The petitioner made application to the Alcoholic Beverage Control Board to
20 transfer a beverage dispensary License Number 1078 from the premise located at
21 156 Muldoon Road to this site, and is seeking final alcoholic beverages conditional
22 use approval in the B-2B district per AMC 21.15.030, AMC 21.40.160D.13., and
23 AMC 21.50.160. This license is replacing an existing license for Club Soroya.
24 Within 1,000 feet of this application, there are three Package Store Licenses,
25 twelve Restaurant and Eating Place Licenses and twenty-one Beverage
26 Dispensary Licenses. There are no known schools or churches within 200 feet of
27 this site.
28

29 The petition site contains approximately 5,900 square feet of gross leasable floor
30 space on a 37,910 square foot lot. The property is zoned B-2B. The site plan
31 shows 48 fixed seats and 120 non-fixed seats for a total of 168 seats. The site is
32 not required to provide off-street parking. However, there are sufficient public
33 parking lots in the area.
34

1 Hours of operation are as allowed by municipal ordinance and the Anchorage
2 Beverage Control Board, seven days a week. All employees involved in the
3 dispensing of alcoholic beverages will be trained in accordance with the Alcoholic
4 Beverage Control Board's Liquor Server Awareness Training Program.

5
6 There was no comment received from the public in opposition to this conditional
7 use. The Downtown Community Council did not provide comment.

8
9 There are no delinquent Personal Property Taxes or Real Property Taxes at this
10 time. No comments were received from the Anchorage Police Department or
11 Department of Health and Human Services at the time this report was written.

12
13 **THIS ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE**
14 **DISPENSARY USE AND LICENSE NUMBER 1078, IN THE B-2B DISTRICT,**
15 **GENERALLY MEETS THE REQUIRED STANDARDS OF AMC TITLE 10 AND**
16 **TITLE 21, AND ALASKA STATUTE 04.11.090.**

17
18 Prepared by: Jillanne Inglis, Current Planning Section
19 Planning Division

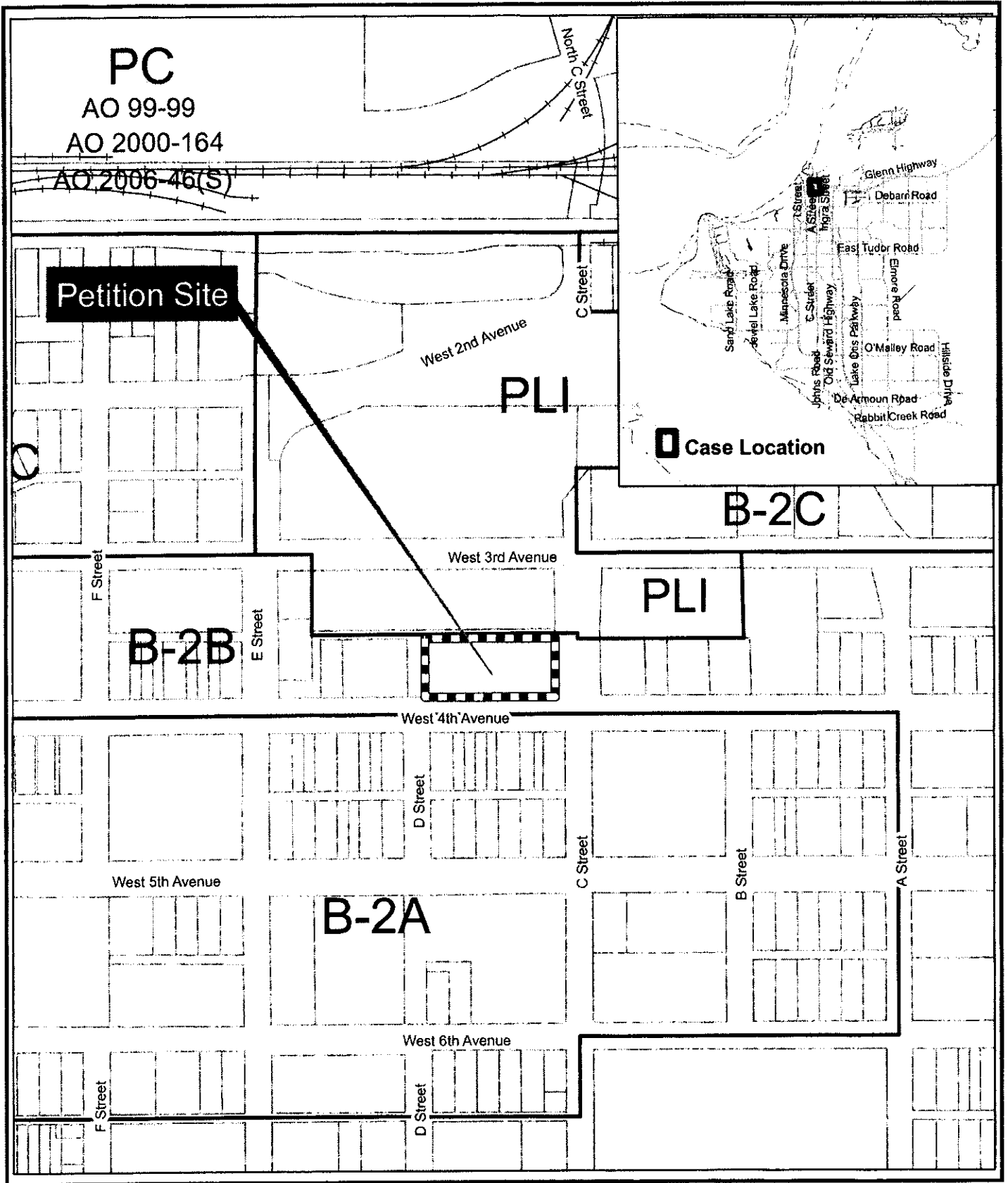
20 Approved by: Jerry T. Weaver, Jr., Director
21 Community Development Department

22 Concur: Dennis A. Wheeler, Municipal Attorney

23 Concur: George J. Vakalis, Municipal Manager

24 Respectfully submitted: Daniel A. Sullivan, Mayor

2012-045



**PLANNING DIVISION
STAFF ANALYSIS
CONDITIONAL USE – ALCOHOLIC BEVERAGE SALES**

DATE: April 10, 2012

CASE NO.: 2012-045

APPLICANT: Brock Lindow

REQUEST: An alcoholic beverages conditional use for a beverage dispensary use and license #1078, in the B-2B (Central Business) district per AMC 21.15.030, AMC 21.40.160D.13., and AMC 21.50.160.

LOCATION: Downtown Urban Renewal Area, Block 24A, Lot 5

STREET ADDRESS: 333 West 4th Avenue

COMMUNITY COUNCIL: Downtown

TAX PARCEL: 002-104-15/Grid: SW 1230

ATTACHMENTS: 1. Departmental Comments
2. Application
3. Posting Affidavit and Historical Information

RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and State Statute 04.11.090.

SITE:

Acres: ±37,910 SF lot; ±5,900 SF gross leasable floor space
Vegetation: Developed
Zoning: B-2B Central Business District
Topography: Flat
Existing Use: Restaurant
Soils: Public sewer and water

COMPREHENSIVE PLAN – Anchorage 2020 Plan

Classification: “Commercial/Industrial” in the *1982 Anchorage Bowl Comprehensive Development Plan’s* Generalized Land Use Plan

Density: “Town Center” in the *Anchorage 2020 Land Use Policy Map*
N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	PLI	B2B	B2A	B2B
Land Use:	Parking Lot	Commercial	Commercial	Commercial

SITE DESCRIPTION AND PROPOSAL

The petitioner has made application to the Alcoholic Beverage Control Board to transfer beverage dispensary license number 1078 from 156 Muldoon Road to 333 West 4th Avenue. The Crossbar license is replacing the license for Club Soroya. The petitioner is seeking final alcoholic beverages conditional use approval. The B-2B district allows alcoholic beverages per AMC 21.15.030, AMC 21.40.160D.13., and AMC 21.50.160.

The petition site contains approximately 5,900 square feet of gross leasable floor space on a 37,910 square foot lot. The property is zoned B-2B. The site plan shows 40 fixed seats and 120 non-fixed seats for a total of 160 seats. Off-Street parking is not required on this site. However, there is an off-street parking lot to the north of this location.

Hours of operation are as allowed by Municipal ordinance and the Anchorage Beverage Control Board, seven days a week. All employees involved in the dispensing of alcoholic beverages will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there are two package store licenses and twelve restaurant and eating place licenses and 21 beverage dispensary licenses. There are no known schools or churches within 200 feet of this site.

PUBLIC COMMENTS

One-hundred and five public hearing notices were mailed on April 2, 2012. At the time this report was written, one community comment from the Downtown Partnership was received in support of the application. The Downtown Community Council did not provide comment for this conditional use.

FINDINGS

A. Furthers the goals and policies of the Comprehensive Development Plan and conforms to the Comprehensive Development Plan in the manner required by Chapter 21.05.

The standard is met.

The subject property is identified as “Commercial” in the *1982 Anchorage Bowl Comprehensive Development Plan’s* Generalized Land Use Plan. Also, it is identified as “Commercial” in the *Anchorage 2020* Land Use Policy Map.

The *Anchorage 2020 Comprehensive Plan* does not specifically address the sale of alcoholic beverages in the community. A strategy of the adopted *Anchorage 2020 Plan*, however, calls for the development of locational standards and criteria for retail sales/service of alcoholic beverages. To date this has not been done.

Several goals of the *Anchorage 2020 Plan* address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community. Hotel dining, night clubs, bars, and restaurants which serve alcohol enhance the hospitality and tourism industry in Anchorage, and provide eating places for local residents and downtown employees. Another of the Plan’s stated economic development goals are: “Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand, or relocate in Anchorage” (p. 41).

B. Conforms to the standards for that use in this title and regulations promulgated under this title.

The standard is met.

The B-2B district zoning regulations allow alcoholic beverage sales through the conditional use permit process.

C. Will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

The standard is met.

There is a mix of commercial, retail and office, uses surrounding the petitioner site.

AMC 21.50.160B. asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There are two package store licenses and twelve restaurant and eating place licenses and twenty-one beverage dispensary licenses within a 1,000-foot radius of the

petition site. Approving this beverage dispensary conditional use will add a thirty-seventh license within a 1,000-foot radius of the petition site.

Alaska Statute 04.11.410 *Restriction of location near churches and schools* restricts beverage dispensary and package store licenses from being located in a building the public entrance of which is within 200-feet of the public entrance of a church building, or from being located within 200-feet of school grounds. There are no known churches or schools within this separation distance.

D. Will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

The standard is met.

The B-2B district does not require off-street parking. This site does not provide off-street parking, however there is a public parking lot located to the north of the petition site and other parking lots in the vicinity.

2. The demand for and availability of public services and facilities.

The standard is met.

A beverage dispensary license at this location will not impact public services. Electrical, water and sewer, natural gas are available on site. Road infrastructure and public transit is already in place. The petition site is within ARDSA and the Building Safety, Police, and Fire service areas.

3. Noise, air, water, or other forms of environmental pollution.

The standard is met.

As a land use, a beverage dispensary conditional use and license will not cause or contribute to any environmental pollution.

4. The maintenance of compatible and efficient development patterns and land use intensities.

The standard is met.

The zoning, land use, and the general area land use will not change as a result of this conditional use permit for a beverage dispensary use and license.

Standards Chapter 10.50 Alcoholic Beverages

In the exercise of its powers and under AS 04.11.480 and 13 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below

- A. Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.**

Approval of this conditional use will add a thirty-seventh alcohol license within 1,000-feet.

Yukon Yacht Club	115 East 3rd Avenue	License # 1036	Beverage Dispensary
Crush	343 West 6 th Avenue #1	#4780	Restaurant Eating Place
Sullivan's Steakhouse	320 West 5th Avenue	#3412	Beverage Dispensary
Cellar	343 West 6 th Avenue #2	#4820	Package Store
Cyrano's	413 D Street	#2724	Restaurant Eating Place
The Avenue Bar	338 West 4 th Avenue	#1184	Beverage Dispensary
Panhandle Bar	312 West 4 th Avenue	#825	Beverage Dispensary
Club Soraya	333 West 4 th Avenue, STE 207	#4353	Beverage Dispensary
Alaska Salmon Chowder House	443 West 4 th Avenue	#3434	Restaurant Eating Place
Sweet Basil Café	1021 West Northern Lights	#3897	Restaurant Eating Place
Sleeping Lady Restaurant & Lou	239 West 4 th Avenue	#4682	Beverage Dispensary
Howard Johnson Plaza Hotel	239 West 4 th Avenue	#519	Beverage Dispensary
Phyllis Café	436 D Street	#3266	Restaurant Eating Place
Club Paris	417 W 5 th Avenue	#258	Beverage Dispensary
William Eagan Convention Center	555 West 5 th Avenue	#3234	Beverage Dispensary
Rumrunner's Old Time Towne Bar	415 E Street	#4157	Beverage Dispensary
Jalapenos Mexican Restaurant	11823 Old Glenn Highway	#3518	Beverage Dispensary
Buffalo Wild	No Premise	#398	Beverage Dispensary

Wings			
Hot Stixx	525 West 4 th Avenue	#327	Restaurant Eating Place
Kumagoro	533 West 4 th Avenue	#2276	Restaurant Eating Place
F Street Station	325 F Street	#762	Beverage Dispensary
Bootleggers Cove	500 West 3 rd Avenue	#152	Package Store Tourist
Bruins	500 West 3 rd Avenue	#1043	Beverage Dispensary
The Chartroom	500 West 3 rd Avenue	#1414	Beverage Dispensary
Top of the World	500 West 3 rd Avenue	#1517	Beverage Dispensary
Sizzlin Café	523 West 3 rd Avenue	#4573	Restaurant Eating Place
The Wood Shed	535 West 3 rd Avenue	#4231	Beverage Dispensary
The Wood Shed	535 West 3 rd Avenue	#1244	Beverage Dispensary
Marx Bros Café	627 West 3 rd Avenue	#1422	Restaurant Eating Place
Urban Sushi	509 West 3 rd Avenue Ste. 101	#4933	Restaurant Eating Place
Marx Bros. Café at the Museum	121 West 7 th Avenue	#4008	Restaurant Eating Place
Bernie's Bungalow Lounge	626 D Street	#4225	Beverage Dispensary
The Bungalow Lounge	626 D Street	#3781	Beverage Dispensary
Grape Expectations	510 West 6 th Avenue	#4779	Package Store
Straight Out of Philly Downtown	508 West 6 th Avenue	#4295	Restaurant Eating Place

B. Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

The standard is met.

The applicant states that all employees involved in the dispensing of alcoholic beverages will be trained in accordance with the T.A.M. training and hold the appropriate certificates.

C. Operations procedures. If application is made for issue, renewal or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

The standard is met.

AMC 10.50.035 sets forth that persons seeking the issue or transfer of a license shall comply with restrictions regarding happy hours, games or contests involving the consumption of alcohol, public transportation, notice of penalties, availability of nonalcoholic drinks, compliance determination with techniques in alcohol management (T.A.M.), solicitation of purchase of alcoholic beverages for consumption by employees, and warning signs. The petitioner has stipulated in his application that he will abide by requirements of AMC 10.50.035.

- D. Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premise. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.**

The standard is met.

According to the application the petitioner states that order will be maintained by properly trained staff and management. The premises will be clean and well-lit. No additional safety procedures are mentioned in the application. At the time this report was completed, no written comment had been received from the Anchorage Police Department.

- E. Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality**

The standard is met.

There are no outstanding Business Personal Property taxes owing, according to the Treasury Division.

- F. Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.**

No comments were received from the Department of Health and Human Services at the time this report was written.

- G. Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. In order to determine whether applicants seeking issue, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the Assembly, submit to the municipal clerk such information as is required on a municipal form prepared by the municipal clerk known as the Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. Upon request, operators shall also provide the municipal clerk with certificates from all current employees demonstrating that those employees have successfully completed a "Liquor Service Awareness Training Program" such as the program for techniques in alcohol management (T.A.M.) as approved by the State of Alaska Alcoholic Beverage Control Board.**

This form was not requested of this applicant.

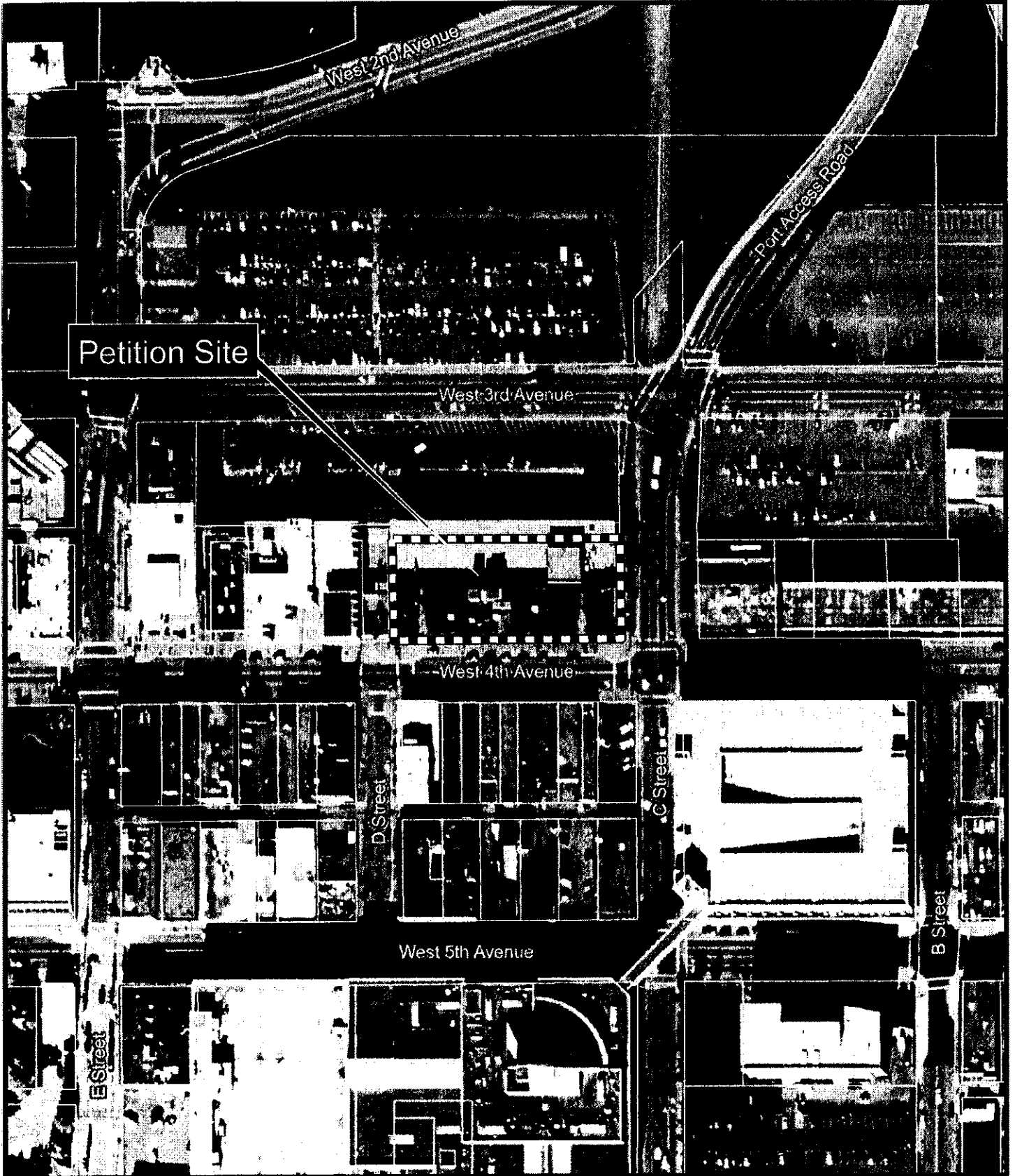
RECOMMENDATION:

This application for an alcoholic beverages conditional use for a beverage dispensary use and license number 1078, in the B-2B (Central Business) district per AMC 21.15.030, AMC 21.40.160D.13., and AMC 21.50.160, generally meets the required standards of AMC Title 10 and Title 21.

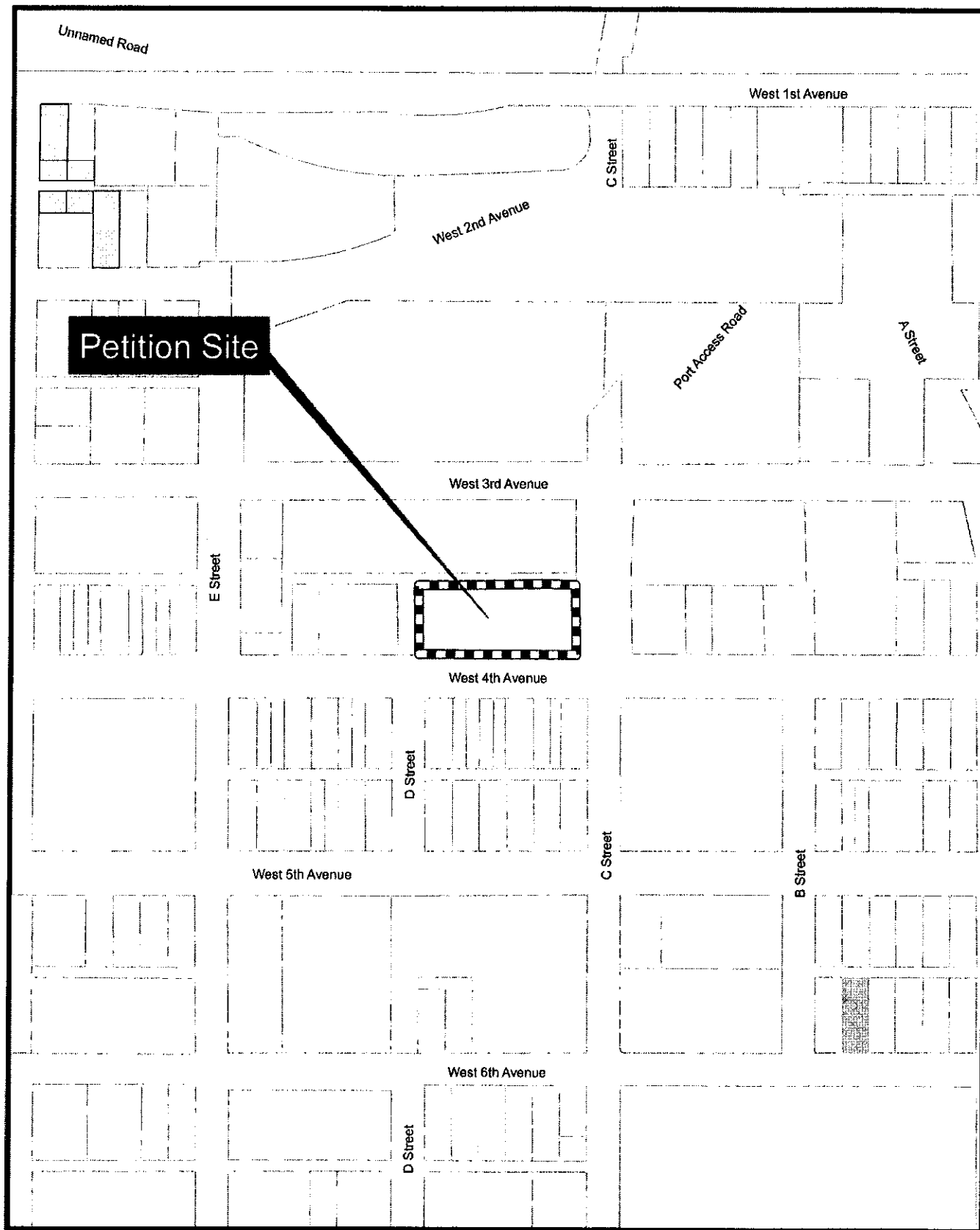
If after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, staff recommends the following conditions of approval:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this beverage dispensary in the B-2B district.

2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This alcoholic beverages conditional use approval is for a Beverage Dispensary Use and License number 1078 in the B-2B (Central Business) district per AMC 21.15.030, AMC 21.40.160D.13., and AMC 21.50.160 for approximately 5,900 square feet of gross leasable area located at 333 West 4th Avenue, on Downtown Urban Renewal Area, Block 24A, Lot 5.
4. On-premise sale of alcoholic beverages will be seven days a week as permitted per Anchorage Municipal Code 10.50.015.C and Alaska Alcoholic Beverage Control Board requirements.
5. Employees will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program," in accordance with Alaska Statute 04.21.025. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for "Techniques in Alcohol Management (T.A.M.)."
6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state, and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.






2012-045



Municipality of Anchorage
Planning Department

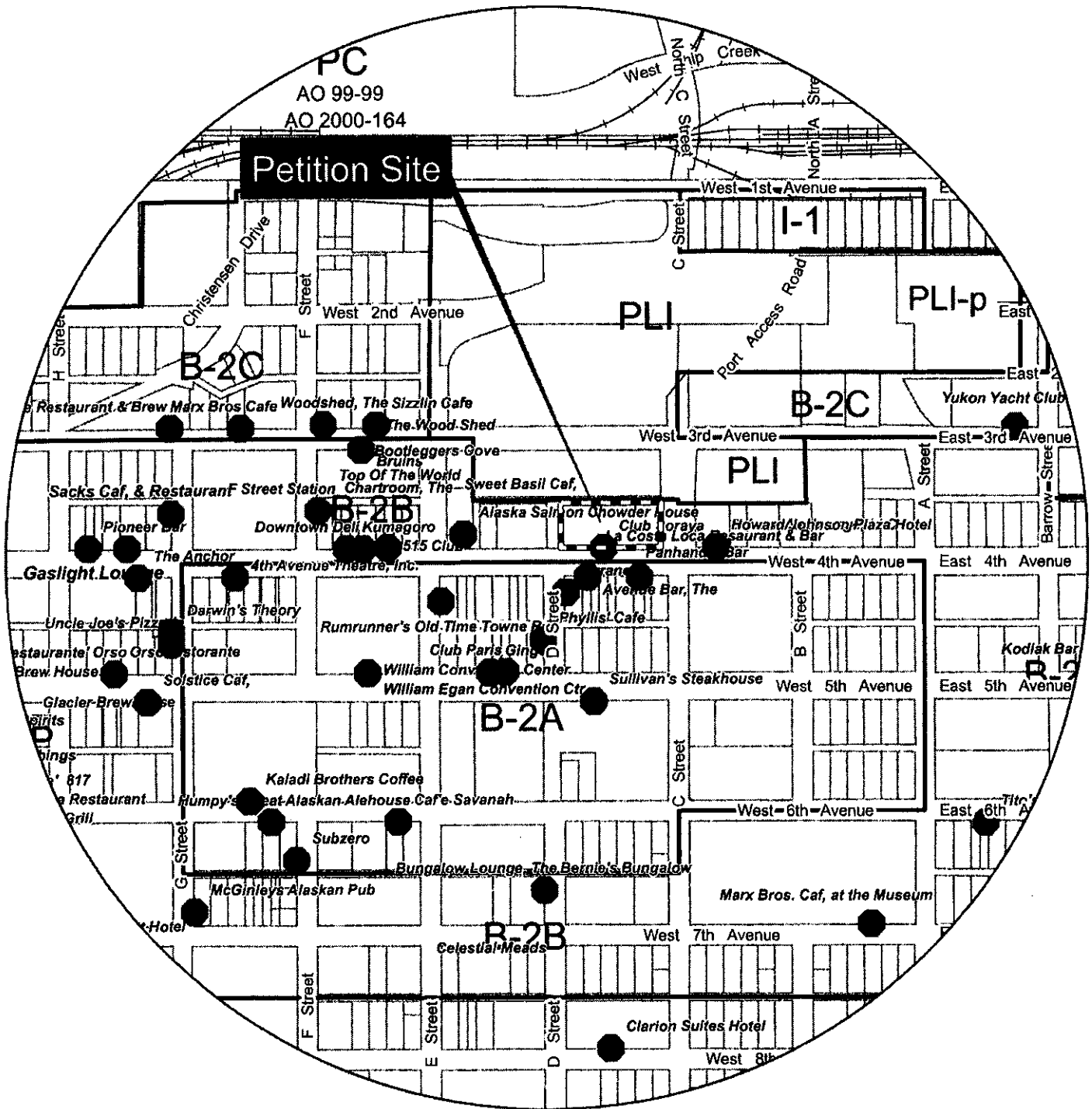
Date: March 06, 2012

-  Mobile Home Park
-  Multi-Family
-  Single Family



2012-045

EXISTING LIQUOR LICENSES WITHIN 1000'



Alcohol Existing License List Report

Case Number: 2012-045

Description: 1000'

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00208453000 Yukon Yacht Club	NORTHERN LODGING LLC Northern Lodging, LLC	115 E 3RD AVE 115 E 3rd Ave	ANCHORAGE 1036	AK B2C	99501 Beverage Dispensary Tour
00210242000 CRUSH	NORTHWESTERN SIMON INC CRUSH, LLC	PO BOX 6120 343 West 6th Avenue #1	INDIANAPOLIS 4780	IN B2A	46206 Restaurant/Eating Place
00210242000 Sullivan's Steakhouse	NORTHWESTERN SIMON INC Sullivans of Alaska	PO BOX 6120 320 W 5th Ave Unit C100	INDIANAPOLIS 3412	IN B2A	46206 Beverage Dispensary
00210246000 Cellar	NORTHWESTERN SIMON INC Cellar, LLC	PO BOX 6120 343 West 6th Ave. # 2	INDIANAPOLIS 4820	IN B2A	46206 Package Store
00210321000 Cyrano's	LOUSSAC BUILDING JOINT VENTURE Cyrano's Crepes & Books LLC	413 D STREET 413 D St	ANCHORAGE 2724	AK B2A	99501 Restaurant/Eating Place
00210322000 Avenue Bar, The	PATTEE JOHN J.G. Pattee, Inc.	721 W 4TH AVE 338 W 4th Ave	ANCHORAGE 1184	AK B2A	99501 Beverage Dispensary
00210328000 Panhandle Bar	PAPAGIANNIS KONSTANTINOS & BJV, Inc.	AETORAHIS 2 312 W 4th Ave	ARTA GREECE 825	FC B2A	47100 Beverage Dispensary
00210415000 Club Soraya	JRW VENTURES 81.15% & WINDWAR Latin Connection Entertainment	411 W 4TH AVE #200 333 W 4th Ave Ste 207	ANCHORAGE 4353	AK B2B	99501 Beverage Dispensary
00210419000 Alaska Salmon Chowder House	BUZZ ROHLFING INC Song, Wae	315 E STREET 443 W 4th Ave	ANCHORAGE 3434	AK B2B	99501 Restaurant/Eating Place
00210419000 Sweet Basil Café	BUZZ ROHLFING INC Buba Corporation	315 E STREET 1021 W Northern Lights	ANCHORAGE 3897	AK B2B	99501 Restaurant/Eating Place
00210438000 Sleeping Lady Restaurant & Lou	IMPAC HOTELS III LLC Brisam Anchorage, LLC	PO BOX 35527 239 W 4th Ave	TULSA 4682	OK B2B	74153 Beverage Dispensary
00210446000 Howard Johnson Plaza Hotel	BRISAM ANCHORAGE LLC Hallelujah Corporation	420 GREAT NECK RD 239 W 4th Ave	GREAT NECK 519	NY B2B	11021 Beverage Dispensary
00210501000 Phyllis's Cafe	TSAKRES GOLDIE TRUST FOR Letourneau, Richard & Phyllis	PO BOX 100720 436 D St	ANCHORAGE 3266	AK B2A	99510 Restaurant/Eating Place

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00210504000 Club Paris	MOMA SHEILA D & H & T, Inc.	417 W 5TH AVENUE 417 W 5th Ave	ANCHORAGE 258	AK B2A	99501 Beverage Dispensary
00210509000 William Egan Convention Ctr	MOA SMG of Alaska Inc.	PO BOX 196650 555 W 5th Ave	ANCHORAGE 3234	AK B2A	99519 Beverage Dispensary
00210540000 Rumrunner's Old Time Towne Bar	A B & M PROPERTIES LLC Basilio Gallo	PO BOX 111846 415 E St	ANCHORAGE 4157	AK B2A	99511 Beverage Dispensary
00210554000 Jalapenos Mexican Restaurant	IDITAROD PROPERTIES INC Jalapeno's, Inc.	630 W 4TH AVENUE #300 11823 Old Glenn Highway	ANCHORAGE 3518	AK B2A	99501 Beverage Dispensary
00210603000 Buffalo Wild Wings	DOWNTOWN INVESTMENTS CO LLP Frozen Wings, Inc.	1146 S STREET NO PREMISE	ANCHORAGE 398	AK B2B	99501 Beverage Dispensary
00210605000 Hot Stixx	DOWNTOWN INVESTMENTS CO LLP Hot Stixx LLC	1146 S STREET 525 W 4th Ave	ANCHORAGE 327	AK B2B	99501 Restaurant/Eating Place
00210607000 Kumagoro	TAMAKI ITSURO Eui Hong Inc.	2900 PELICAN DR 533 W 4th Ave	ANCHORAGE 2276	AK B2B	99502 Restaurant/Eating Place
00210609000 F Street Station	CROSSROADS LTD PARTNERSHIP Station, Inc.	1041 W 25TH AVE 325 F St	ANCHORAGE 762	AK B2B	99503 Beverage Dispensary
00210625000 Bootleggers Cove	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 152	KY B2B	41017 Package Store Tourist
00210625000 Bruins	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 1043	KY B2B	41017 Beverage Dispensary
00210625000 Chartroom, The	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 1414	KY B2B	41017 Beverage Dispensary Dup
00210625000 Top Of The World	CP ANCHORAGE HOTEL 2 LLC CP Anchorage Hotel 2, LLC	740 CENTRE VIEW BLVD 500 W 3rd Ave	CRESTVIEW HI 1157	KY B2B	41017 Beverage Dispensary Dup
00210706025 Sizzlin Cafe	TULIN CHARLES E & HELEN L Grizzly Group, Inc	1422 K ST 523 W 3rd Ave	ANCHORAGE 4573	AK B2C	99501 Restaurant/Eating Place
00210708000 The Wood Shed	CORDOVA DEVELOPMENT CO INC U.P.E., Inc.	PO BOX 101039 535 W 3rd Ave	ANCHORAGE 4231	AK B2C	99510 Beverage Dispensary Dup

Parcel Business Name	Parcel Owner Name - Applicant Name	Parcel Owner Address Business Address	City Lic. Number	State Lic. Zone	Zip Lic. Type
00210708000 Woodshed, The	CORDOVA DEVELOPMENT CO INC U.P.E. Inc.	PO BOX 101039 535 W 3rd Ave	ANCHORAGE 1244	AK B2C	99510 Beverage Dispensary
00210712000 Marx Bros Cafe	BAND OF RENOWN ENTERPRISES IN Band of Renown Ent. Inc.	627 W 3RD AVE 627 W 3rd Ave	ANCHORAGE 1422	AK B2C	99501 Restaurant/Eating Place
00210739000 Urban Sushi	ALASKA ANVIL INCORPORATED Urban Sushi Spot LLC	1675 W BAKERVIEW ROAD 509 W. 3rd Ave Suite 101	BELLINGHAM 4993	WA B2C	98226 Restaurant/Eating Place
00211165000 Marx Bros. Café at the Museum	MOA Gourmet Asso., LLC	PO BOX 196650 121 W 7th Ave	ANCHORAGE 4008	AK B2B	99519 Restaurant/Eating Place
00211165000 Marx Brothers Catering	MOA Gourmet Associates	PO BOX 196650 121 W 7th Ave	ANCHORAGE 4923	AK B2B	99519 Beverage Dispensary
00211272000 Bernie's Bungalow Lounge	SOUPHANAVONG BERNARD Bernard Souphanavong	626 D ST 626 D St	ANCHORAGE 4425	AK B2B	99501 Beverage Dispensary Dup
00211272000 Bungalow Lounge, The	SOUPHANAVONG BERNARD Souphanavong, Bernard I.	626 D ST 626 D St	ANCHORAGE 3781	AK B2B	99501 Beverage Dispensary
00211380000 Grape Expectations	GALLO ABRAHAM & Grape Expectations LLC	PO BOX 111846 510 West 6th Avenue	ANCHORAGE 4779	AK B2A	99511 Package Store
00211380000 Straight out of Philly Downtow	GALLO ABRAHAM & Cafe' Savannah LLC	PO BOX 111846 508 W 6th Ave	ANCHORAGE 4295	AK B2A	99511 Restaurant/Eating Place

21 bev
fest
12
13

Alcohol Church and School List Report

Case Number: 2012-045 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
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Application

Application for Conditional Use Retail Sale Alcoholic Beverages

Municipality of Anchorage
Planning Department
PO Box 196650
Anchorage, AK 99519-6650

Please fill in the information asked for below.

PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last first) LINDOW BROCK		Name (last name first)	
Mailing Address 9531 Longhorn ST Anchorage ALASKA 99507		Mailing Address	
Contact Phone: Day: 230-1207 Night: 230-1207		Contact Phone: Day:	Night:
FAX:		FAX:	
E-mail: Brock.Crossbar@GMAIL.COM		E-mail:	

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION		
Property Tax # (000-000-00-000):	002-104-15	
Site Street Address:	333 W. 4th AVE Anch AK 99501 ST 2	
Property Owner (if not the Petitioner):	JRW Ventures	
Current legal description: (use additional sheet in necessary)		
Downtown Urban Renewal Area original Block 24A LOT 5		
Zoning: B2B	Acreage: 37,910	Grid # SW 1230

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED		
<input checked="" type="checkbox"/> Beverage Dispensary	<input type="checkbox"/> Private Club	<input type="checkbox"/> Restaurant, exempt
<input type="checkbox"/> Beverage Dispensary-Tourism	<input type="checkbox"/> Public Convenience	<input type="checkbox"/> Theater
<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Recreational	<input type="checkbox"/> Other (Please explain):
<input type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	
Is the proposed license: <input type="checkbox"/> New <input type="checkbox"/> Transfer of location: ABC license number:		
Transfer license location:		
Transfer licensed premises doing business as:		

I hereby certify that (I am)/(I have been authorized to act for) owner of the property described above and that I petition for a retail sale of alcoholic beverages conditional use permit in conformance with Title 21 of the Anchorage Municipal, Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the conditional use. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department, Municipal Clerk, or the Assembly for administrative reasons.

Date 2-9-12	Signature (Agents must provide written proof of authorization) 
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Accepted by FM	Poster & Affidavit 1 poster affidavit	Fee \$4,000	Case Number 2012-045
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COMPREHENSIVE PLAN INFORMATION

Anchorage 2020 Urban/Rural Services: Urban Rural

Anchorage 2020 West Anchorage Planning Area: Inside Outside

Anchorage 2020 Major Urban Elements: Site is within or abuts:

Major Employment Center Redevelopment/Mixed Use Area Town Center

Neighborhood Commercial Center Industrial Center

Transit - Supportive Development Corridor

Eagle River-Chugiak-Peters Creek Land Use Classification:

Commercial Industrial Parks/opens space Public Land Institutions

Marginal land Alpine/Slope Affected Special Study

Residential at _____ dwelling units per acre

Girdwood- Turnagain Arm

Commercial Industrial Parks/opens space Public Land Institutions

Marginal land Alpine/Slope Affected Special Study

Residential at _____ dwelling units per acre

ENVIRONMENTAL INFORMATION (All or portion site affected)

Wetland Classification: None "C" "B" "A"

Avalanche Zone: None Blue Zone Red Zone

Floodplain: None 100 year 500 year

Seismic Zone (Harding/Lawson): "1" "2" "3" "4" "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion site)

Rezoning - Case Number:

Preliminary Plat Final Plat - Case Number(s):

Conditional Use - Case Number(s): 2002-080

Zoning variance - Case Number(s):

Land Use Enforcement Action for

Building or Land Use Permit for

Wetland permit: Army Corp of Engineers Municipality of Anchorage

DOCUMENTATION

Required:

- Original signed application, plus 12 sets of:
- Building Permit application for new construction or change of use, if applicable
- Approved parking and landscape plan from Land Use Review
- Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location.
- Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable).
- Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number.
- Completed application and narrative: explaining the project; construction, operation schedule, and open for business target date.
- Zoning map showing the proposed location.
- Completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.

Optional: Traffic impact analysis Economic impact analysis Noise impact analysis

PROPERTY OWNER AUTHORIZATION* (if petitioner is not property owner)

(I)(WE) hereby grant permission to and acknowledge that person shown as the petitioner on this application is applying for a conditional use permit for the retail sales of alcoholic beverages on a property under (MY)(OUR) ownership and that as part of the conditional use permit process the Assembly may apply conditions which will be (MY)(OUR) responsibility to satisfy.

Date: 2/7/12 Signature: Darryl P. Wong
 Darryl P. Wong President Windward Town & Coin Plaza, Inc.
 Darryl P. Wong President RW, Inc. partner of JRW Ventures

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

FACILITY OPERATIONAL INFORMATION

What is the proposed or existing business name (Provide both if name is changing):

Club SORAYA to THE CROSSBAR

What is the gross leaseable floor space in square feet?

5,936 SF

What is the facility occupant capacity?

323

What is the number of fixed seats(booth and non movable seats)?

10 Booths 40 Seats

What is the number non-fixed seats(movable chairs, stools, etc.)?

120 Removable

What will be the normal business hours of operation?

11am - 1am

What will be the business hours that alcoholic beverages will be sold or dispensed?

10AM - 2:30AM

What do you estimate the ratio of food sales to alcohol beverage sales will be?

60% Alcoholic beverage sales

40% Food sales

Type of entertainment proposed: (Mark all that apply)

Recorded music Live music Floor shows Patron dancing Sporting events Other None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.50.020 Minors-Disseminating indecent material? Yes No

Do you propose conditions in the facility that fall under AMC 10.40.050 Adult oriented establishment? Yes No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

Locate and provide the names and address of all churches, day care, and public or private schools within 200 feet of the site property lines

Name	Address
<u>NONE</u>	

PACKAGE STORES

Provide the projected percentage of alcoholic product inventory in the store where the retail unit price is:

% less than \$5.00

% \$5.00 to \$10.00

% \$10.00 to \$25.00

% greater than \$25.00

CONDITIONAL USE STANDARDS

The Assembly may only approve the conditional use if it finds that all of the following 4 standards are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you. Use additional paper if needed.

Explain how the proposed conditional use furthers the goals and policies of the comprehensive development plan and conforms to the comprehensive development plan in the manner required by AMC 21.05:

THE GOALS AND POLICIES OF Anchorage 2020
Support restaurants and bars, especially
IN the Central Business District.

Explain how the proposed conditional use conforms to the standards for that use in this title and regulations promulgated under this title.

THERE ARE NO SPECIFIC STANDARDS FOR
Restaurants and bars. The Crossbar will
meet all building codes.

Explain how the proposed conditional use will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

Downtown Anchorage has a plethora
of Restaurants, bars, retail and other
Commercial Businesses.

Explain how the proposed conditional use will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

All Roads and Sidewalks Are Built.

2. The demand for and availability of public services and facilities.

All Utilities are INSTALLED

3. Noise, air, water or other forms of environmental pollution.

No Pollution is anticipated

4. The maintenance of compatible and efficient development patterns and land use intensities.

THE SITE IS Surrounded by OTHER Commercial USES.

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below.

Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.

How many active liquor licenses are located on the same property as your proposed license? 1

Within 1,000 feet of your site are how many active liquor licenses? 20

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high 4

How many active liquor licenses are within the boundaries of the local community council? 60

In your opinion, is this quantity of licenses a negative impact on the local community? No

Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

How many employees in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program?

All employees will be TAMMS
Certified.

Operations procedures. If application is made for issue, renewal, or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

- Yes No Happy hours?
- Yes No Games or contests that include consumption of alcoholic beverages?
- Yes No Patron access and assistance to public transportation?
- Yes No Notice of penalties for driving while intoxicated posted or will be posted?
- Yes No Non-alcoholic drinks available to patrons?
- Yes No Solicitation or encouragement of alcoholic beverage consumption?

Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

What are the proposed precautions to maintain order and prevent unlawful conduct at the licensed premises?

inside facility:

Manager and Security will be present.

outside facility:

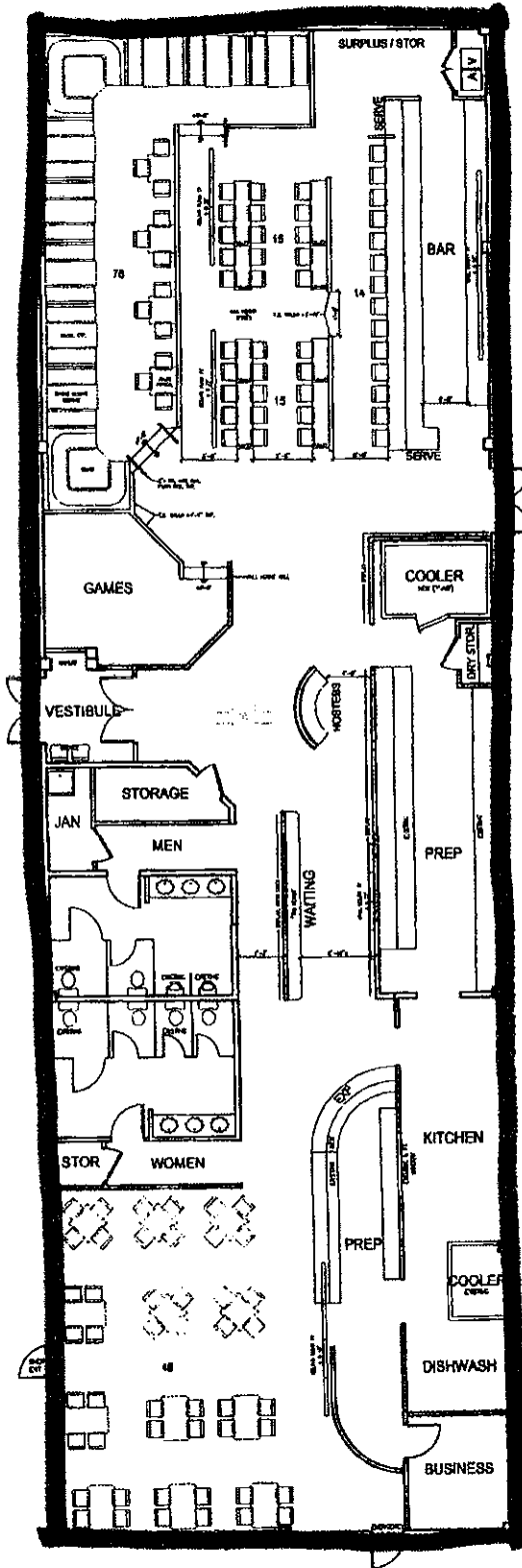
The site is well lit and maintained.

Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security" for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to Pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality

- Yes No *Are real estate and business property taxes current?*
 Yes No *Are there any other debts owed to the Municipality of Anchorage?*

Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

- Yes No *As the applicant and operator can you comply? If no explain*



OPTION 3

BAR AREA SEATING = 120 MN.
 RESTAURANT SEATING = 48 MN.

Transfer Liquor License

PAGE 1 OF 2

(907) 269-0350

Fax: (907) 272-9412

www.dps.state.ak.us/abc

Alcoholic Beverage Control Board
5848 E Tudor Rd
Anchorage, AK 99507

This application is for:

- Seasonal - Two 6-month periods in each year of the biennial period beginning _____ and ending _____
Mo/Day Mo/Day
- Full 2-year period

SECTION A - LICENSE INFORMATION. Must be completed for all types of applications.

License Year: <u>2012-2013</u>	License Type: <u>Beverage Dispensary</u>	Statute Reference: <u>Sec 04.11 090</u>	FEEES
License #: <u>1078</u>			License Fee: \$ <u>1250.</u>
Local Governing Body: (City, Borough or Unorganized) <u>MOA</u>	Community Council Name(s) & Mailing Address: <u>Downtown</u>		Filing Fee: \$100.00
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>Wicked Wrister Enterprises, LLC</u>	Doing Business As (Business Name): <u>The Crossbar</u>	Business Telephone Number: <u>907-230-1207</u>	Fingerprint: <u>108.50</u> (\$34.25 per person)
Mailing Address: <u>8531 Longhorn St.</u>	Street Address or Location of Premise: <u>333 W. 4th Ave. Ste 228</u>	Email Address:	RDP <u>50.</u>
City, State, Zip: <u>Anchorage, AK 99507</u>	<u>Anchorage, AK 99501</u>		Total Submitted: \$ <u>1508.50</u>

SECTION B - TRANSFER INFORMATION.

Regular Transfer

Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents.

Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.

Name and Mailing Address of CURRENT Licensee: <u>Crazy Horse Too Inc. Anchorage, AK</u> <u>1516 Muldoon Rd., Anchorage, AK 99504</u>
Business Name (dba) BEFORE transfer: <u>Mac's Sports Bar</u>
Street Address or Location BEFORE transfer: <u>1516 Muldoon Rd., Anchorage 99504</u>

SECTION C - PREMISES TO BE LICENSED. Must be completed for **RELOCATION** applications.

Closest school grounds: <u>0.5 mi</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable
Closest church: <u>0.4 mi</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached

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

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

Name	Name of Business	Type of License	Business Street Address	State

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

Yes No If Yes, attach written explanation.

Liquor License

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

Name of Entity (Corporation/LLC/LLP/PLP) (or N/A if an Individual ownership): <i>Wicked Whister Enterprises, LLC</i>	Telephone Number: <i>230-1207</i>	Fax Number:
Corporate Mailing Address: <i>8531 Longhorn ST.</i>	City: <i>Anchorage</i>	State: <i>AK</i>
Name, Mailing Address and Telephone Number of Registered Agent: <i>Ashburn & Mason 907-276-4331</i>	Date of Incorporation OR Certification with DCED: <i>05/06/11</i>	Zip Code: <i>99507</i>
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.		

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

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
<i>Brock Lindow</i>	<i>Member</i>	<i>50</i>	<i>8531 Longhorn ST Anchorage AK 99507</i>	<i>230-1207</i>	[REDACTED]
<i>Kenneth Ryther</i>	<i>Member</i>	<i>50</i>	<i>2905 West 30th AVE Anchorage AK 99517</i>	<i>317-3968</i>	[REDACTED]

NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.

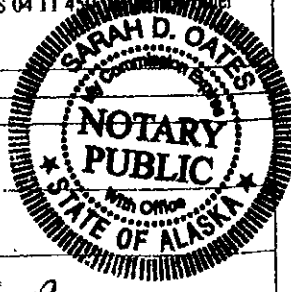
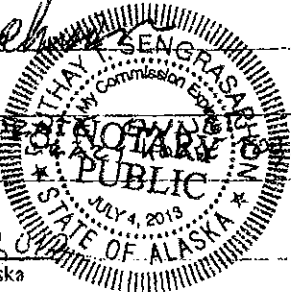
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

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

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04 11 450, I am not more than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Current Licensee(s) <i>JEANETTE JOHNSON</i>	Signature of Transferee(s) <i>Brock Lindow</i>
Name & Title (Please Print) <i>JEANETTE JOHNSON</i>	Name & Title (Please Print) <i>Brock Lindow OWNER</i>
Subscribed and sworn to before me this <i>6th</i> day of <i>February</i> , 2012	Subscribed and sworn to before me this <i>6th</i> day of <i>February</i> , 2012
Notary Public in and for the State of Alaska <i>Theresa Lynn</i>	Notary Public in and for the State of Alaska <i>Jan</i>



STATE OF ALAS.
 ALCOHOLIC BEVERAGE CONTROL BOARD

STATEMENT OF FINANCIAL INTEREST

CONFIDENTIAL

TO BE COMPLETED BY EACH APPLICANT, EITHER INDIVIDUAL OR CORPORATE

AS 04.11.450(a) states that no person other than a licensee may have a direct or indirect financial interest in the business for which the license is issued.

Applicant: <u>Wicked Winster Enterprises, LLC.</u>	DBA: <u>The Crossbar</u>
EIN or SSN: <u>[REDACTED]</u>	Location: <u>333W. 4th Ave, Ste 228, Anchorage, 99501</u>
List each owner, shareholder, member in the boxes below:	
<u>Brock Lindow</u>	
<u>Kenneth Ryther</u>	

List below persons, firms, lending institutions or corporations which have or may have any financial involvement in furthering purchases of assets, revenues or operating capital for the licensed business operations.

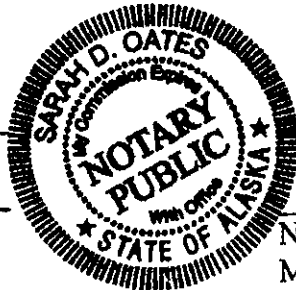
NAME	ADDRESS	AMOUNT	PURPOSE
<u>None</u>			

Under the penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete.

Signature of Applicant/Transferee

[Signature]
2-6-12

Date



Subscribed and sworn to before me this

6th Day of February 20 12

Notary Public in and for the State of Alaska

My commission expires w/office

CONFIDENTIAL

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Alaska Statutes: 04.11.260, 04.11.310, & 13 AAC 104.125

POSTING AFFIDAVIT

I, the undersigned, being first duly sworn on oath, depose and say that:

1. a. Posting of application for a new _____ liquor license
for _____
located at _____
(address and/or location)

OR

b. Posting of application for transfer of a beverage dispensary liquor license
currently issued to Crazy Horse Too Inc, whose business name (d/b/a)
is Mac's Sports Bar located at 15th Muldoon Rd.
(address and/or location)

2. Has been completed by me for the following 10 FULL day period:

FEB. 9 2012 to FEB. 19 2012

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations: (name and address of location)

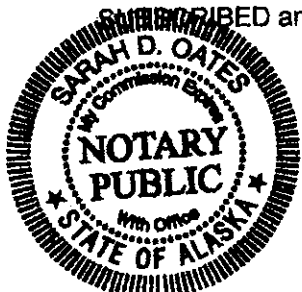
- a. Location of premises to be licensed 411 W. 4th Ave, Ste 228
b. Other conspicuous location in the area Downtown Post Office

3. I believe that with the approval of this application, population would not at one time exceed in the aggregate of one license of the type requested for population as provided by law. AS 04.11.400 (check one)

- a. a radius of five (5) miles of the proposed location.
b. an incorporated city, organized borough or unified municipality.
c. does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated city or unified municipality or organized borough).
d. established village.
e. lodge license.

[Signature]
(signature)

DEPOSED and SWORN to me this 23rd day of February, 2012.



[Signature]
Notary Public in and for Alaska
My commission expires: w/office

FYI: This page must be signed and notarized after
you have posted your 2-page Liquor License application.

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 13 AAC 104.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 19 for employment. If for employment, please state in detail, how the person will be employed, duties, etc. (13 AAC 104.745).

This application is for designation of premises where (please mark appropriate items):

- 1 Under AS 04.16.010(c) Bona fide restaurant/eating place.
- 2 Persons age 16 to 20 may dine unaccompanied
- 3 Persons under 16 may dine accompanied by a person 21 years or older
- 4 Persons between 16 and 19 years may be employed (See note below).

LICENSEE: Wicked Wrister Enterprises, LLC

D/B/A: The Crossbar

ADDRESS: 333 W. 4th Ave, Ste 228, Anchorage, AK 99501

1 Hours of Operation: 11 AM to 2 AM Telephone # 230-1207
 2 Have police ever been called to your premises by you or anyone else for any reason: Yes No
 If yes, date(s) and explanation(s).

3 Duties of employment: Bussing, Dishwasher, Hostess

4 Are video games available to the public on your premises? Yes

5 Do you provide entertainment: Yes No If yes, describe! All Sports Viewing

6 How is food served? Table Service Buffet Service Counter Service Other*

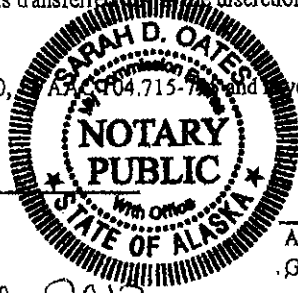
7 Is the owner, manager, or assistant manager always present during business hours? Yes No

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

This permit remains in effect until the liquor license is transferred OR at the discretion of the Alcoholic Beverage Control Board. (13 AAC 104.795)

I certify that I have read AS 04.16.049, AS 04.16.060, AS 04.16.070, AS 04.16.075 and AS 04.16.080 and have instructed my employees about provisions contained therein.

[Signature]
Applicant(s) signature



Subscribed and sworn to before me this 6th day of February, 2012

[Signature]
Notary Public in and for Alaska
My Commission expires w/office

Application approved (13 AAC 104.725(e))
Governing Body Official

Date: _____

Director, ABC Board

Date: _____

NOTE: AS 04.16.049(c) requires that written parental consent and an exemption by the Department of Labor must be provided to the licensee by the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have the consent or exemption

* Describe how food is served on back of form

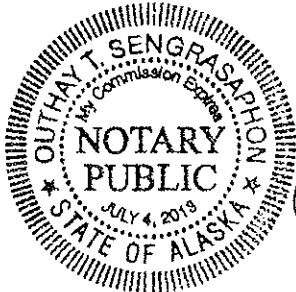
STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
CREDITORS AFFIDAVIT AS 04.11.280 AND AS 04.11.360

AFFIDAVIT

I/We Crazy Horse Too, Inc. being first duly sworn on oath, depose and state that I/we am/are the licensee(s) and transferor(s) of that certain business known as Mac's Sports Bar located at 156 Muldoon Rd. in connection with liquor license number 1078 and that the following is a listing of accounts payable and taxes owed by the above licensed business as of 02/06/12.

Creditor/Taxing Authority	Complete Mailing Address	Amount	Purpose of Liability
<u>NONE</u>			

SIGNED *Joseph H. Johnson* SIGNED _____
SIGNED _____ SIGNED _____



Subscribed & sworn to before me this 4th day of Feb 20 12

Cathy Sengrasaphon
Notary Public in & for Alaska

My commission expires July 4, 2013

(Rev. 5/2001)

Notice of Liquor License Transfer


Crazy Horse Too Inc, d/b/a Mac's Sport's Bar located 156 Muldoon Road, Anchorage, Alaska 99504 is applying for transfer of a beverage dispensary AS 04.11.090 liquor license to Wicked Wrister Enterprises LLC, d/b/a The Crossbar located at 411 West 4th Ave, Ste. 228, Anchorage, AK 99501. Interested persons should submit written comment to their local governing body the applicant ad to the Alcoholic Beverage Control Board at 5848 E. Tudor Rd, Anchorage, AK 99507.

I, Emerald Kroeker, office manager for Anchorage Publishing, Co., verify that the notice of liquor license transfer for Crazy Horse Too d/b/a Mac's Sports Bar appeared in the, February 16th, February 23rd and March 1st issues of the Anchorage Press Newspaper.



Emerald Kroeker

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 1st day of MARCH, 2012



Notary Public Signature

9/15/2014

Commission Expires

State of Alaska
NOTARY PUBLIC
Peter J. Nolan
My Commission Expires 9/15/2014

Sample Menu- Cross Bar

Alaska Grown Potato Chowder
Black Bean Bisque w/ Chipotle Sour Cream
Lazy Mountain Bison Chili

Grilled Panzanella Caprese Salad
Bacon Blue Cheese Wedge Salad
Mixed Green Salad / Rhubarb Dressing, Goat Cheese and Marinated Beets

Macadamia Nut Chicken Tenders w/ Guava Rum Sauce
Chimichanga Poquito Real w/ Jalapeno crème
Black Bean Hummus w/ Grilled flat bread, chorizo and escabiche
Potato Crusted Halibut Fingers w/ Sundried Tomato Roast Garlic Ketchup
Chicken Wings like you read about w/ blue cheese dressing to match!
Sausage Plate w/ House mustard and grilled bread
Sweet Potato Fries w/ Whole Grain Mustard Aioli
Pulled Pork Sliders on Hawaiian Sweet Bread
Alaska Grown Cheese Curds – Ale Battered or Herb Marinated
House Made Soft Pretzel – with your choice of sauce
Goat Cheese Stuffed Olive Popper
Ceviche o' the Day with Alaskan Seafood and Fresh tortilla chips
Spicy Garlic Peanuts – to taunt you taste buds...

Alaska Grown Grilled Burger - cheese?
Chicken Avocado BLT w/ Pepperjack
Crab & Artichoke Sourdough Flatbread Sandwich
Grilled Sausage Sandwich w/ house made sauerkraut
Porter Braised Lamb Shank w/ Chorizo Polenta
Alder Roasted Pork Tenderloin w/ Bourbon Sweet Potatoes
Butternut Squash Ravioli w/ Sage Brown Butter

PETITIONER: CORPORATE OFFICERS OR PARTNERS

Applicants for an entitlement that will be in possession and the responsibility of more than one individual, such as a co-owner, joint venture, partnerships, corporations, company, or other similar form of ownership, are required to disclose a full and complete list of the name and address of each principal. (use additional paper if necessary)

Name	Title or Office (if any)	Address	Phone

PROPERTY OWNER: CORPORATE OFFICERS OR PARTNERS

The petitioner of a property owned by more than one individual that will benefit from an entitlement is required to disclose a full and complete list of the name and address of each partner, officer, or co-owner. The other owner interest to be reported is co-owner, joint venture, partnership, corporation, company, or other similar form of ownership. (use additional paper if necessary)

Name	Title or Office (if any)	Address	Phone
JRW Ventures	Partner	411 W. 4th Ave. #200 Anchorage, Ak 99501	(907) 278-3263
Windward Town & Country Plaza, Inc.	Partner	411 W 4th Ave #200 Anchorage, Ak 99501	(907) 278-3263

Attach this sheet to your application form

Accepted by:	Date:	Application for:	Case Number:
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Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	SHIP CREEK CENTER LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 74130D

Status: Good Standing

AK Formed Date: 9/4/2001

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2011 File Biennial Report

Entity Mailing Address:

Entity Physical Address: 411 W 4th Ave #200, ANCHORAGE, AK 99501

Registered Agent

Agent Name: PAUL JENKINS

Registered Mailing Address: 411 W 4th Ave #200, ANCHORAGE, AK 99501

Registered Physical Address: 411 W 4th Ave #200, ANCHORAGE, AK 99501

Officials

AK Entity#	Name	Titles	Percent Owned
	Darryl P Wong	Manager, Member	16
	Warren Wong	Member	16
	Winward Town & Country Plaza Inc	Member	68

Filed Documents

Date Filed	Type	Filing	Certificate
9/4/2001	Creation Filing		
10/26/2001	Biennial Report		
4/14/2003	Agent Change		

5/7/2003	Biennial Report		
5/16/2003	Agent Change		
4/22/2005	Biennial Report		
12/27/2006	Agent Change		
12/27/2006	Biennial Report		
12/17/2008	Biennial Report		

Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	WINDWARD TOWN AND COUNTRY PLAZA, INC.

Entity Details

Entity Type: Business Corporation

Entity #: 60270F

Status: Good Standing

AK Formed Date: 2/14/1997

Duration/Expiration: Perpetual

Home State: HAWAII

Next Biennial Report Due: 1/2/2011 File Biennial Report

Entity Mailing Address:

Entity Physical Address: 411 W 4th Ave #200, Anchorage, AK 99501

Registered Agent

Agent Name: PAUL JENKINS

Registered Mailing Address: 411 W 4th Ave #200, Anchorage, AK 99501

Registered Physical Address: 411 W 4th Ave #200, Anchorage, AK 99501

Officials

AK Entity#	Name	Titles	Percent Owned
	Darryl P Wong	Director, Vice President, President	0
	Warren M Wong	Treasurer, Director, Secretary	0

Filed Documents

Date Filed	Type	Filing	Certificate
2/14/1997	Biennial Report		
2/14/1997	Creation Filing		
1/27/1999	Biennial Report		
1/2/2001	Biennial Report		

4/14/2003	Agent Change		
4/14/2003	Biennial Report		
5/19/2003	Agent Change		
4/22/2005	Biennial Report		
12/27/2006	Agent Change		
12/27/2006	Biennial Report		
12/19/2008	Biennial Report		

PARCEL: 002-104-15-000 01/01 Commercial Comm. Shopping Ctr 02/06/12

JRW VENTURES 81.15% & WINDWARD DOWNTOWN ANCH URB RENEWAL AREA
 TOWN & COUNTRY PLAZA INC BLK 24A LT 5
 18.85%
 411 W 4th Ave #200
 Anchorage AK 99501 0000 Site 333 W 4th Ave

Lot Size: 37,910 ---Date Changed--- ----Deed Changed---- GRW: PIWt
 Zone : B2B Owner : 08/28/07 Stateid: 2007 0049668
 Tax Dist: 001 Address: 08/28/07 Date : 08/02/07
 Grid : SW1230 Hra # : Plat : 680122
 GRW: PIWC REF #:
 NOTES :

ASSESSMENT HISTORY

	---Land--	--Building-	---Total---	
Appraised Val 2010:	2,085,100	3,267,000	5,352,100	
Appraised Val 2011:	2,085,100	3,313,200	5,398,300	--Exemption--
Appraised Val 2012:	2,085,100	3,499,800	5,584,900	-----Type-----
Exempt Value 2012:	0	0	0	
State Credit 2012:			0	
Resid Credit 2012:			0	
Taxable Value 2012:			5,584,900	

Liv Units: Common Area: Leasehold: Insp Dt: /
 11/07 Interior
 06/09 Desk Edit

BUILDING DATA

Name: POST OFF. MALL Bldg Area: 97,123 Yr Blt: 1975
 Eff Yr: 1976 Ident
 Bldg Type: Community Shopping C Grade : Average # Units: 000 Units: 1

INTERIOR FEATURES

Floor Level	Size Area:	Use Type:	Wall Hgt :	Wall Material:	Constrct Type:	Heat Type:	Air Phys Con Cond:	Funct Util:
B1/B1	28,307	Retail	16	None	Fireproof	Hot Air	1 Fair	Fair
B1/B1	2,850	Covered Ma	16	None	Fireproof	Hot Air	1 Fair	Fair
01/01	39,677	Retail	16	Metal Sandw	Fireproof	Hot Air	1 Fair	Fair
01/01	8,685	Covered Ma	16	Metal Sandw	Fireproof	Hot Air	1 Fair	Fair
02/02	17,460	Offices	16	Metal Sandw	Fireproof	Hot Air	1 Fair	Fair
P1/P1	144	Support Ar	12	Conc. Block	Fire Resist	Hot Air	1 Fair	Fair

OTHER BUILDING AND YARD IMPROVEMENTS

Yard Structure: Paving Concrete-Av Size/Amt: 8,988 Units: 01 Yr/Blt: 75 Condition: Normal Funct/Util: Normal

BUILDING OTHER FEATURES-ATTACHED IMPROVEMENTS

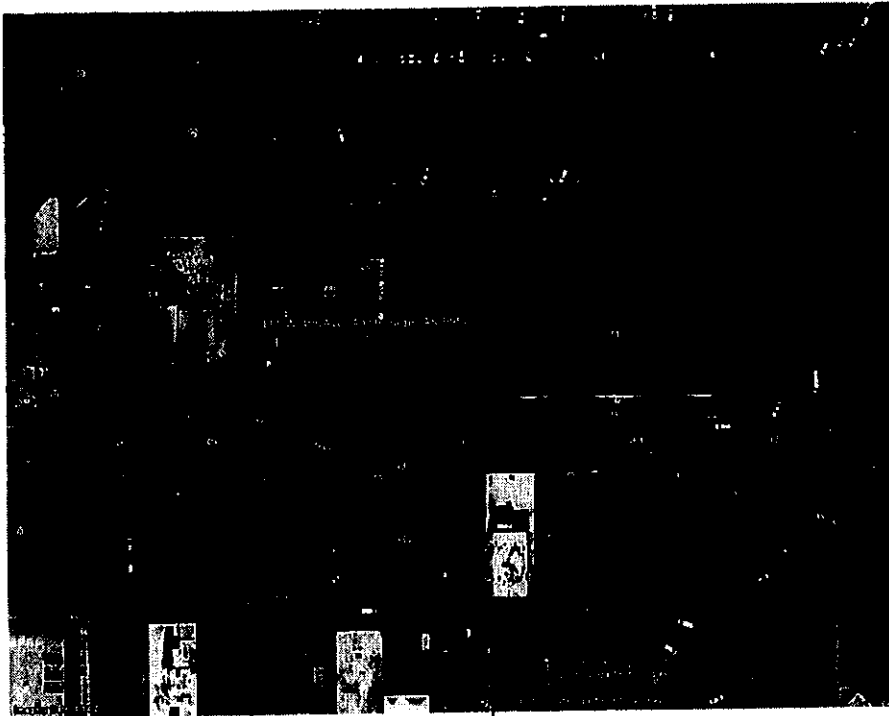
Qty:	Structure Code:	Size1:	Size2:	Qty:	Structure Code:	Size1:	Size2:
1	Sprinkler Wet	88,384	1				
1	Elevator, Elec	2,500	30,150				
1	Open Area Bank/	3,122	1				
1	Open Area Bank/	5,740	1				

Feedback E-mail: wwfipa@muni.org

Downtown Anchorage has a history dating back to March 12, 1914 when the U.S. Congress authorized the construction of the Alaska Railroad, clearing the way for the only railroad in history to be owned and operated by the U.S. Government. The next year, in 1915, President Woodrow Wilson authorized funds for the construction of the Alaska Railroad and selected the railroad's route. That year, 2,000 Americans flooded the Ship Creek valley (near present-day downtown Anchorage) looking for federal employment.

Fourth Avenue also has a unique history. On July 9, 1915 President Wilson authorized the "Great Anchorage Lot Sale", a land auction where the first 600 plots of land in Anchorage were sold. Businesses began spreading across the newly organized Fourth Avenue, where many buildings remain today.

The Crossbar's physical location is at 411 West 4th Avenue, Anchorage, AK 99501

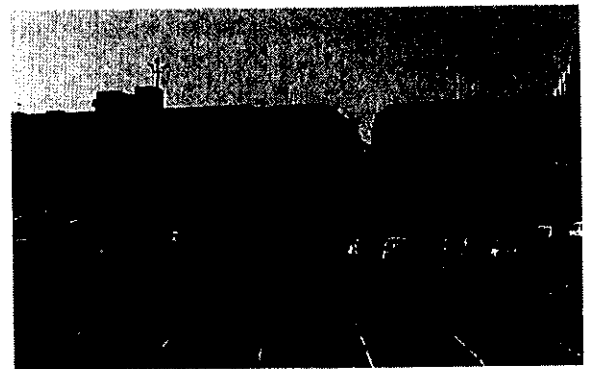


Parking

Crossbar ~6,000 sq ft location.



View from 4th Ave facing North



View from 3rd Ave facing South

The space is approximately 6,000 square feet and will seat 250 persons with a maximum occupancy of *not yet determined* persons. Parking at this location is not an issue. The 4th Avenue Marketplace has a parking lot directly behind the north end of the building. It is demarcated with an arrow on the above aerial photo.

An architectural firm will be hired to help differentiate the exterior from the 4th Avenue Marketplace. We have been given the go ahead from the landlord to make our portion of the mall unique to our vision of a hockey sports bar where brute force meets class and tradition.

The interior décor will pay homage to the yesteryears of local and professional hockey players and teams. Authentic sports memorabilia will be displayed such as signed jerseys from local hockey players currently in the NHL, old sweaters from teams that played at the Old Sports Arena in Anchorage in the 60's and 70's as well as players from the Alaska Aces and UAA Hockey.

The building will be equipped with state-of-the-art audio and video systems to enable customers to enjoy the game of their choice. The remodel will use dark wood materials accented with iron and leather to give an atmosphere of class and tradition along with the coziness of your favorite neighborhood bar.

There is a coalition forming to have the Saturday Market that is currently in the parking lot off of 3rd Avenue move to 4th Avenue during the summer months. 4th Avenue would be closed to vehicular traffic and vendors would set up along the street. The move would have a positive impact on The Crossbar and the management team will join the effort to support the relocation of the Saturday Market.

The Crossbar location is also at the official start of the Iditarod Sled Dog Race held on 4th Avenue the first Saturday of every March.

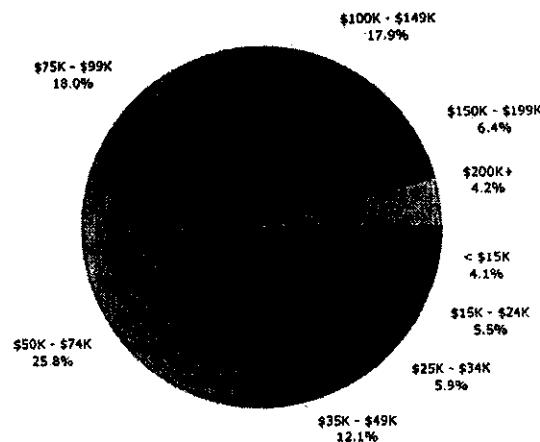
MARKET ANALYSIS SUMMARY

MARKET SEGMENTATION¹

The target market segment is downtown Anchorage and the greater Anchorage Bowl. The size and location of the building is ideal to serve 250 persons. The information used in the Market Segmentation section is based on data collected for the population within a 20 minute drive of The Crossbar.

The population within a 20 minute drive of The Crossbar location is 257,864, the median age is 33, there are 95,087 houses, 61,345 families and the average median household income is \$69,493.

2010 Anchorage Household Income



4TH AVENUE MARKET PLACE
STANDARD FORM LEASE AGREEMENT

THIS LEASE, made in Anchorage, Alaska, this _____ day of _____ 2011, between SHIP CREEK CENTER, LLC and JRW Ventures whose business and post office address is 411 West 4th Avenue, Suite 228, Anchorage, Alaska 99501, herein referred to as "Lessor," and WICKED WRISTER ENTERPRISES, LLC, whose business and post office address is _____ hereinafter referred to as "Lessee."

Deleted: Windward Town and Country Plaza Inc.
Deleted: 00
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WITNESSETH:

1. **Description of Premises.** Lessor hereby leases to Lessee and Lessee leases from Lessor on the rent, terms, covenants and conditions as set forth herein, those premises described in Exhibit "A", attached hereto and by this reference incorporated herein (hereinafter referred to as the "Premises").

2. **Business Purpose.** The Premises are to be used for the purpose of a restaurant and sports bar, and for no other business or purpose, without the written consent of Lessor.

Deleted: _____

Term. The term of this lease shall be for Five (5) year(s).

a. **Lease Term Commencement Date:** The lease term shall be established as follows:

i. This Lease is subject to and contingent upon Lessee's ability in obtaining a liquor license for the Premises by way of a liquor license transfer. Lessee shall provide evidence satisfactory to Lessor that Lessee has applied for a liquor license transfer application that upon approval by the Alcoholic Beverage Control Board (ABC Board), would allow a liquor license to be transferred/issued to Lessee for the Premises. Lessee shall provide Lessor with a timetable outlining the liquor license transfer application process by March 1, 2012. Lessee shall undertake diligent steps in the liquor license transfer process and shall provide bi-weekly written updates of the transfer application process to Lessor.

ii. If Lessee has not obtained a liquor license transfer by July 1, 2012, or if Lessee fails to provide the written updates of the transfer application process to Lessor as provided herein, or if Lessor, upon its review of the status of the transfer application process reasonably determines that it is unlikely that the liquor license transfer will be approved by the ABC Board, then either a) Lessee may notify the Lessor of such failure to obtain the liquor license transfer or b) Lessor may notify Lessee of its failure to provide the updates of the transfer application process or such determination that the liquor license transfer is unlikely to be approved, and the parties shall surrender this Lease for cancellation and termination by both parties. Both parties shall be released of all obligations under this Lease upon execution of a mutual termination of Lease.

iii. If Lessee does obtain a liquor license transfer approval or indication that it will be

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approved, Lessee shall notify Lessor that it waives all contingencies of this Lease and that it intends to proceed with this Lease and upon receipt of such notice, Lessor shall undertake reasonably prompt efforts to terminate the tenancy of any current tenants in the Premises. Lessor shall provide Lessee with access to the Premises as soon as reasonably possible and in no event more than 120 days after Lessee has advised Lessor that it has obtained the liquor license transfer or has waived all contingencies of this Lease.

iv. The term of this Lease shall commence on the first day that the Premises are available to Lessee in a broom clean condition and ready for Lessee to commence tenant improvements. This date shall become the Lease Term Commencement Date and shall be recorded in a reissued Exhibit B to this Lease.

b. "Lease Termination Date": That date which is five (5) years after the Lease Term Commencement Date. This date shall become the Lease Termination Date and shall be recorded in a reissued Exhibit B to this Lease.

4. Options. Option to renew length: While not in default of any of the terms of the lease, Lessee shall have an option to extend the lease for four (4) term(s) of five (5) Years upon rent terms and conditions to be negotiated. Lessee shall give written notice of the exercise for this Option to Renew to Lessor not less than ninety (90) prior to the expiration of the term hereof. Lessor shall propose a renewal rent based on its estimated fair market value of the space (excluding improvements installed by Lessee) within sixty days (60) of receipt of written notice of exercise of option to renew from Lessee. Within fifteen (15) days, Lessee shall either notify Lessor that it accepts Lessor's proposed rate, or shall propose its own estimate of fair market value. In the event Lessor and Lessee cannot agree upon the amount of the minimum rent, and failing to reach agreement, the dispute shall be resolved by arbitration before a single Arbitrator chosen by agreement of the parties and not under the administration of any arbitration association or other entity and as described under Section 5, of this Lease Agreement. The minimum rent shall be the fair market rent normally charged for typical commercial space and as found in the downtown Anchorage area but shall not be less than the rent for the immediately prior year and shall not include improvements installed by Lessee. Until such rent is determined, Lessee shall pay on account thereof installments of rent to Lessor in the same amounts and at the same times and manner as were payable for the last lease year preceding the period in question, and Lessee shall within 15 days after such determination pay to Lessor the amount of any increase in rent which shall have accrued since the expiration of the preceding rental period, plus interest thereon at the rate described in Section 53, herein.

5. Arbitration. Except as to matters pertaining to the payment of minimum rent and other charges as provided in the Lease, any controversy or claim arising out of or relating to this Lease shall be resolved by mutual assent between the parties, or failing to reach mutual assent, by arbitration before a single arbitrator chosen by both parties. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and in effect at the time.

Either party who desires to submit a controversy or claim to arbitration shall notify the other

Deleted: The beginning of the lease term shall be the date as follows:

Deleted: Lessee shall bear the necessary and reasonable expenses to obtain a liquor license. If Lessee has not obtained a liquor license transfer by 120 days after Lessee notifies Lessor of such intent and both parties shall be liable for all obligations under this lease.

Deleted: If Lessee does not obtain a liquor license, Lessee shall notify Lessor who shall undertake reasonably prompt efforts to terminate the tenancy of any current tenants in the Premises as soon as reasonably possible and in no event more than 120 days after Lessee has advised Lessor that it has obtained the liquor license transfer.

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party by certified mail, return receipt requested, or by facsimile. Said written notice shall identify the controversy or claim and propose a date and place for the parties to meet to agree to the person who would be acceptable as arbitrator and who has agreed to serve in that capacity. The single arbitrator's decision shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own expense of arbitration, including attorney(s)' fees and costs, as well as any administrative fees incurred. The cost of the single arbitrator will be paid by the losing party and not by the prevailing party.

6. **Rent.** Lessee covenants and agrees to pay Lessor as rental for said premises a minimum monthly rental of Ten Thousand Ninety One and 20/100 Dollars (\$10,091.20) commencing on the _____ day of the third month following the Lease Term Commencement Date of this Lease or _____, 2011 and ending on _____, 2014 in lawful money of the United States, without deduction or offset, in advance on the first day of each calendar month of the lease term. The rent amount shall be prorated if the lease commences on a date other than the first of the month using a 365 calendar day period. The rent shall be considered delinquent if not paid by the fifth day of each month, payable to Lessor at the address specified above or at such other place as Lessor may hereafter designate. If said rent is not paid by the fifth day of each calendar month Lessor may charge Lessee an additional Five Percent (5%) of minimum monthly rental rate as a late charge. The rent is exclusive of any sales, franchise, business, occupation or other taxes based on rents, and should any such taxes apply or be enacted during the term of this lease, the rent shall be increased by such amount. Lessee's failure to pay rent promptly may cause Lessor to incur unanticipated costs. The exact amounts of such costs are impractical or extremely difficult to ascertain. Such costs may include but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by any ground lease, mortgage or trust deed encumbering the property. The parties agree that such late charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Any amount owed by Lessee to Lessor, which is not paid when due shall bear interest at the rate, provided in paragraph 54 herein from the due date of such amount. However, interest shall not be payable on late charges to be paid by Lessee under this lease. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this lease.

Deleted: XXXX and No/100 Dollars (\$XXXX.00)

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Commencing in the fourth (4th) year following the Lease Term Commencement Date and ending on the last day of the fourth (4th) year of this Lease the minimum monthly rental shall be Ten Thousand Five Hundred Sixty Six and 08/100 Dollars (\$10,566.08)

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Commencing in the fifth (5th) year of this Lease and ending on the last day of the fifth (5th) year following the Lease Term Commencement Date of this Lease Date and ending on the last day of the fifth (5th) year of this Lease, the minimum monthly rental shall be Ten Thousand Nine Hundred Twenty Two and 24/100 Dollars (\$10,922.24)

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A. **PERCENTAGE RENT.** Commencing in the fourth (4th) year of this Lease and terminating when Lessee has paid to Lessor an aggregate percentage rent amount equal to Twenty Thousand One hundred Eighty Two and 40/100 Dollars (\$20,182.40). Lessee agrees to pay to Lessor as rent in addition to the foregoing

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minimum rent, an amount equal to five (5%) percent of the total gross sales in or from the Premises for said month, but less the minimum rent, said sums being hereinafter sometimes referred to as "percentage rent". In no event, however, shall the monthly rent to be paid by Lessee to the Lessor be less than the minimum rent herein specified.

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B. On or before the thirtieth day after the expiration of each month, commencing with the first month of opening for business, Lessee shall submit to Lessor a statement signed by an officer or authorized representative of the Lessee showing in reasonable detail on a monthly basis the amount of gross sales derived from the demised premises during the preceding month. Commencing in the fourth (4th) year of this Lease and terminating when Lessee has paid to Lessor an aggregate percentage rent amount equal to Twenty Thousand One hundred Eighty Two and 40/100 Dollars (\$20,182.40), if five (5%) percent of the gross sales derived from all sources shall in any month be in excess of the minimum rent payable with respect to each said month, then the amount of such excess shall be paid over to Lessor at the same time as the rendition of said monthly statement. Failure by Lessee to submit the statements referred to herein on the due dates shall constitute a default and shall result in Lessee paying to the Lessor as liquidated damages TEN DOLLARS (\$10.00) for each day from the due date until the statement is received by Lessor.

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C. In addition, if default exists for thirty (30) days Lessor at its option, shall have the right to make an audit of the monthly gross sales pursuant to the provisions of Section 5.E therein or to cancel this Lease Agreement and/or enforce the remedies on Lessee's default pursuant to Section 37, Default of Lessee, of this Lease.

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D. GROSS SALES. The term "gross sales" shall mean the selling price of all merchandise or services sold or delivered in, at, on, or from any part of the demised premises and the charges for all services of any sort sold or performed in, at, on or from any part of the demised premises and shall include sales and charges for cash or otherwise including, without limitation all orders by means of electronic, telephonic, video, computer, or other technology-based system, whether existing now or developed in the future, that are taken at or made from the Premises, whether or not filled at the Premises, and all other such orders received or filled at the Premises, but shall exclude (1) amounts of refunds, allowances, or discounts to customers; provided that they have been included in gross sales, and provided further that if such refunds, allowances, or discounts are in the form of credits to customers, such credits shall be included in gross sales when used; (2) returns to shippers and manufacturers for credit; (3) all sums and credits received in settlement of claims for loss or damages to merchandise; and (4) amount of any excise or sales tax levied upon sales and payable over to the appropriate governmental authority, providing that specific record is made at the time of each sale of the amount of the sales tax, and the amount thereof is expressly charged to the customer. A sale shall be deemed to be made in the demised premises if an order therefor is secured in the demised premises, whether or not such order is filled in the demised premises or elsewhere or if, pursuant to mail, telegraph, telephone or other similar means, orders are received or filled in, at, on or from the demised premises.

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E. Said term shall not include, however, sale of Lessee's fixture or the exchange of merchandise between stores of Lessee, if any, where such exchange of goods or merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the demised premises and where such transfer does not have the effect of depriving Lessor of the benefit of a sale which otherwise would be at, in, from or upon the demised premises. Each sale, whether for cash or upon installment or credit, shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time of payment.

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F. **BOOKS.** The Lessee covenants and agrees to keep at Lessee's demised premises, books and records in accordance with generally accepted accounting principles in which shall be recorded daily sales and transactions made by Lessee or by any person, firm or corporation operating at, in, on or from the demised premises. The books and records of account shall also include all federal, state and local tax returns relating to such sales. Lessee shall maintain all sales chits and other documentation for each such sale or transaction, adequate records which shall show inventories and receipts of merchandise at the leased premises for a period of not less than one (1) year from the date on which such sale or transaction occurred or until Lessor's auditors have had reasonable opportunity to audit the same, whichever is later. Such books and records shall be open to the inspection of Lessor and Lessor's duly authorized agents at all reasonable times during business hours at any time during the term of this Lease on twenty-four (24) hours notice and a period of at least three (3) years after the termination of this Lease. The right of Lessor to have the books and records of Lessee available for inspection and the right to inspect such books and records of Lessee shall survive the expiration or early termination of the Lease. Lessee will cooperate fully in the making of any inspection, examination or audit.

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G. Should Lessor elect to make an audit of Lessee's entire business affairs and records relating to the business conducted on the lease premises as a result of Lessee's failure to provide the monthly statement of gross sales herein, or Lessee's failure to provide the annual statement of gross sales herein, Lessor at its sole discretion shall conduct said audit by either its chief accountant or by a certified public accountant. Lessor and its agents will be given access to all books, accounts, records and reports, including gross income tax reports that may be kept by Lessee, showing daily sales and Lessee will cooperate fully in the making of any inspection, examination and Lessee further agrees to pay for the cost of such audit. Should the result of such audit disclose that there is any additional percentage rental due, Lessee agrees to pay for such rental due plus interest at the rate described in Section 53, herein, calculated from the due date until paid.

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H. If Lessor shall make an audit of Lessee's entire business affairs and records relating to the business conducted on the leased premises for the period covered by any statement issued by Lessor and Lessee's gross sales statements should be found to be understated by more than two percent (2%), then Lessee, in addition to paying the percentage rental due for such understatement plus interest at the rate described in Section 53, herein, calculated from the due date until paid, shall pay to Lessor the cost of such audit and, further Lessee shall pay for the cost of one (1) additional audit to be conducted by Lessor at such time as Lessor, in its sole discretion, shall determine. If such audit by a certified public accountant shall disclose that rent has been underpaid by five percent (5%) or more for the period under examination, Lessor shall have the right, upon five (5) days notice, to terminate this lease.

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I. If Lessee shall fail to make available its books, records, or statements of gross sales required

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hereunder for examination within ten (10) days after receiving written notice to do so. Lessee shall be required to pay to Lessor liquidated damages of FIVE HUNDRED DOLLARS (\$500.00) upon demand by Lessor. If Lessee shall continue to fail to produce the requested books, records, or statements for a period of thirty (30) days after receipt of a second notice to do so, or fails to pay the aforesaid liquidated damages, then the Lessor may elect to treat Lessee's failure as a breach of this Lease, entitling Lessor to terminate this Lease, or Lessee's right to possession of the premises, or both, but only after Lessor has given Lessee notice in writing as hereinafter provided.

J. Lessor must exercise its right to examine Lessee's books and records within three (3) years after the end of each Lease year.

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K. The acceptance of any additional rent, computed on a percentage basis, tendered by Lessee shall be without prejudice to Lessor's right to any further sum shown to be due upon an audit of the records of Lessee. The obligations of Lessee to make the payments of additional rent computed on a percentage basis shall survive the expiration of the Lease term. If an audit at the end of any month or months shall reveal any errors as a result of which additional percentage rent shall be determined to be due to Lessor, then Lessee shall promptly pay to Lessor the additional sum determined to be due and any other amounts required to be paid hereunder.

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L. Lessee shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions whether for cash or credit in a cash register or in cash registers serviced in Honolulu by an established agency. Cash register(s) shall have a non-resettable cumulative total, a detail audit tape, a transaction number with a four digit capacity, an indicator readily visible to customer as to the amount rung, and a seven digit cumulative capacity or greater as determined by Lessor based on type of business, with a four digit overrun counter. Lessee shall furnish to Lessor a statement from an established agency that the transaction number, the cumulative total, and the overrun counter have been sealed in a manner approved by Lessor. The cash register shall also have other features as may be required by Lessor. Upon the installation or removal of any cash register used in the demised premises, Lessee shall immediately furnish to Lessor notice in writing stating make, model number, serial number and cumulative total reading and overrun counter reading of the cash register(s). Any repair agency employed by the Lessee to repair or replace any cash register is hereby authorized and directed to disclose and furnish to Lessor or its auditors any information obtained by the agency in the course of making such repair or replacement pertaining to said cash register. Lessee shall issue to each customer a receipt or sales slip for each transaction, which transaction must be recorded either on serially numbered sales slips or cash register tapes. Lessor's agents shall have the right during business hours to examine the cash register(s) total and inspect for conformance with this section. Lessee further agrees to keep for at least one (1) year following the end of each lease year all pertinent original sales records including cash register tapes, serially number sales slips and such other sales records, as would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Lessee's sales.

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M. ANNUAL SALES REPORTS. Lessee shall submit to the Lessor on or before the first day of April of each lease year at the place then fixed for the payment of rent, a statement signed by Lessee or by a person duly authorized by Lessee showing in reasonable accurate detail the amount of gross sales during the preceding calendar year, duly verified by an independent certified public accountant in conformance with an audit program furnished by

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Lessor to the examining accountant. The statements referred to herein shall be in such form and style and contain such details and breakdown as the Lessor may reasonably determine. Failure by Lessee to submit the statements referred to herein on the due date shall constitute a default and shall result in Lessee paying to the Lessor as liquidated damages, TEN DOLLARS (\$10.00) for each day that Lessee is in default.

N. If default exists for thirty (30) days, Lessor, at its option, shall have the right to make an audit of the annual gross sales pursuant to the provisions of Section 5.G. herein, or to cancel this Lease Agreement and/or enforce the remedies on Lessee's default as stated in Section 37 of this Agreement.

O. **REFUND OF TEST PURCHASES.** In the event the Lessor employs "Shoppers" to ascertain if Lessee's employees are correctly ringing up sales, Lessee, upon request by Lessor will take back merchandise purchased by Lessor's "Shoppers" and refund to Lessor the retail price paid for the same. All such sales shall be deducted from gross sales for the purpose of computing percentage rental.

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7. **Additional Rent.**

A. In addition to all other rents, payments, and charges provided for herein, beginning with the Lease Term Commencement Date, Lessee agrees to pay to Lessor, as additional rental, its proportionate share of any general or special real property taxes or assessments levied or imposed upon the property, the Leased Premises, the common area, or land underlying any of the foregoing. Lessee's proportionate share of such expense shall be based upon the ratio that the Leased Premises bear to the leased building area comprising the complex. In no event shall the minimum monthly rental be decreased as a result of decreases in taxes during subsequent tax years.

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B. In the event that a sales tax on rental income or a tax on property and improvements is adopted by any governmental agency during the term of this Lease Agreement or any extended period hereof, Lessee agrees to pay to Lessor, as additional rental, an amount equal to said tax.

C. Any additional rental payable under the terms of this Lease Agreement shall be paid by Lessee without any deduction or set-off within ten (10) days after proper evidence thereof has been submitted by Lessor.

D. Any charges assessed against Lessee which have to be prorated shall be prorated on a 365 calendar day period.

E. Lessee shall spend no less than \$7,000.00 annually to promote its business and shall annually provide evidence to Lessor to substantiate its promotional expenditure no later than 30 days following the end of each lease year. If Lessee shall fail to document that Lessee has spent no less than \$7,000 annually to promote its business, Lessee agrees to pay to Lessor the difference between

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\$7,000 and the amount that it has spent as an additional charge which shall be utilized by Lessee to promote the 4th Avenue Market Place.

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8. **Security Deposit.** Lessee has deposited with Lessor the sum of Thirteen Thousand One Hundred Nineteen AND 20/100 Dollars (\$13,119.20) which is equal to one month's aggregate rent as security for the full performance of all of the provisions of this lease. Lessee will deposit any additional sum as security deposit as required from time to time so as to allow Lessor to have a sum equivalent to one (1) month's aggregate rent plus general excise tax thereon, if imposed by the State of Alaska. If at any time during the lease term, or the lease term as it may be extended, Lessee shall be in default in payment of rent or any other sum due Lessor as additional rent, Lessor may appropriate all or part of the security deposit for such payment. Lessor may also appropriate all or part of the deposit to repair damages to the premises caused by Lessee or defray any and all reasonable expenses incurred by Lessor in cleaning the premises upon the termination of the tenancy created by this lease. Upon use of any part or all of the security deposit, Lessee shall pay to Lessor, on demand, a like sum or additional security. Lessor's obligation with respect to the deposit is that of a debtor, not a trustee, and the deposit may be commingled or dissipated, or both, and no interest shall accrue thereon. If Lessee shall have fully complied with all of the covenants and conditions of this lease, (including cured defaults and late charges), but not otherwise, such sum shall be repaid to Lessee within thirty (30) days after the expiration or termination of this lease.

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9. **Common Area Charges.** Commencing with the Lease Term Commencement Date, in order to help defray the expenses incurred by Lessor in operating, managing and maintaining the parking areas, streets, if applicable, sidewalks, mall, planting and other areas and facilities common to occupants of the building specified in Item 8, Section 1.2 herein. Lessee will pay to the Lessor as additional charge for each and every calendar month of said term, Lessee's proportionate share, which is based upon the ratio that Lessee's gross leasable area bears to the total gross leasable area in the commercial complex, of all additional expenses incurred by Lessor for such month in operating and maintaining the common facilities, excluding only items of expense commonly known and designated as carrying charges, such as, but not limited to, ground rent, principal and interest on mortgage indebtedness, capital items, and Lessor's executive and administrative salaries, wages or fees; but specifically including, without limitation, the cost of water and electricity not separately metered to the tenants, the cost of public liability, fire, and property damage insurance, maintenance, repair and painting of all portions or otherwise of the walls, columns, roof, ceiling, sidewalks, floors, floor coverings and pavement within the common facilities, exterior window washing, holiday decorations, line painting, electricity, maintenance and recharging of fire extinguishers, janitorial services, repairs to lighting fixtures and equipment (including replacement of tubes, ballasts, and bulbs), maintenance and repairs to water, sewer, electrical and storm drain lines, and any portion of the HVAC system, replanting, and maintenance of all landscaping, cost of garbage and refuse removal, depreciation on machinery and equipment used in all maintenance services, the cost of employee's salaries (including payroll taxes and workmen's compensation premiums), supplies and small tools to implement all maintenance services,

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the cost of services contracted out, an amount to reimburse Lessor for its overhead and administrative costs in connection therewith, real property taxes and any assessments or charges made under any betterment or improvement law or otherwise attributable to such common areas, maintenance and repair of equipment, all billing, auditing and legal expenses, but excluding any fees for pursuing any claim against any other tenant(s), any expenses incurred in contesting real property assessments and any assessments or charges made under any betterment or improvement law or otherwise and other costs of operating such parking and other common areas. As used herein the term "equipment" shall be taken to include both personally and fixtures.

Such expenses for the first and last calendar months of said term shall be pro-rated as of the commencement date and expiration date respectively. Lessor has estimated the amount of such expenses for the purpose of monthly billing of said charge and included them in the base rental. "Common Facilities" means all areas provided by Lessor for the common or joint use and benefit of all tenants of the commercial complex, their employees, agents, customers, and other invitees, and includes the entire commercial complex other than the space leaseable to tenants.

Within sixty (60) days after the end of each calendar year, or such other term as may be determined by Lessor, Lessor will deliver to Lessee a written statement showing in reasonable detail, all such expenses for such year and the computation of said charge therefore, and any deficiency or excess in the payment of said charge for such year as determined by such statement shall thereupon be adjusted between Lessee and Lessor. Lessor will keep in its principal office in Anchorage, Alaska, for at least ~~three (3)~~ years after the end of each calendar year of said term, a permanent, accurate set of books and records of all such expenses incurred by Lessor for such year, and for at least one (1) year after the end of each calendar year, all supporting records of such expenses for such year, including checks, contracts and vouchers. All such books and records shall be open to examination by Lessee and its agents at all reasonable times during ordinary business hours.

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Notwithstanding anything in this Lease to the contrary, Lessee's combined obligation to pay Common Area Charges pursuant to paragraph 9 and Property Taxes pursuant to paragraph 7 shall not exceed 20% of the Minimum Rent then in effect.

10. Definition of Floor Area. "Floor area" means cumulatively with respect to all buildings in the building the actual number of square feet of net usable floor space within the exterior faces of the exterior (except party walls as to which the center line thereof instead of the exterior face thereof shall be used) of all floors, including mezzanines, showcases, entrances within the exterior limits of each of said buildings and the Premises, but there shall not be included space on the roofs or other structures on roofs nor any space between the mall level ceiling and the roof. No deduction or exclusion shall be made from floor area by reason of columns, stairs, or other interior construction or equipment. Changes in any particular floor area occurring during any calendar month shall be effective on the first day of the next succeeding calendar month.

11. Real Property Tax. Commencing with the Lease Term Commencement Date, Lessee agrees to pay as an additional charge, a pro-rata portion of the real property taxes assessed against the land and improvements. Computation of Lessee's proportionate share shall be based upon the ratio that Lessee's gross leasable area bears to so much of the total leasable area in the complex. The tax assessor's valuations and assessments and the betterment or improvement law or other assessments or charges shall be the basis for determining the real property taxes and the assessments or charges made under any betterment or improvement law or otherwise, respectively, attributable to the Premises if the Premises are separately assessed or charged. In the event the Premises are not separately assessed or charged by the tax assessor or by the betterment or improvement law or otherwise, Lessee shall pay its prorated portion of the total amount of such real property taxes or such assessments or charges made under any betterment or improvement law or otherwise assessed or charged against the building and the land under the building or any part thereof in the commercial complex. Said percentage represents the weighted ratio between areas, and the aggregate floor area, including storage, office and mezzanine areas, in the commercial complex on the subject property. In the event the area of Lessee's Premises shall be changed or the aggregate areas in the commercial complex of the subject property shall at any time in the future be changed, the said percentage shall be recomputed on March 31st of the following calendar year and shall become effective as of the first of that calendar year.

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In the event the Lessor shall contest the tax assessor's assessments upon the Premises and the land under the Premises or the assessment or charges made under any betterment or improvement law or otherwise, Lessee shall, upon demand pay to the Lessor a prorated share of all legal and other expenses incurred in contesting the same, Lessee's prorated share to the ratio that the total floor area of the Premises bears to the total leasable floor of the building.

12. Premises and Utilities. As long as Lessee is not in default under any of the provisions of this Lease, Lessor shall maintain the premises and the public and common areas surrounding the premises in reasonably good order and condition except for damage occasioned by the act or omission of Lessee, the repair of which shall be paid for by Lessee. Lessor shall furnish the premises with heat, refuse, window cleaning and snow removal. Lessee shall pay all other utilities and services including electricity, gas, water, sewer and interior janitorial. If Lessee consumes water for its business operation, Lessee shall reimburse landlord for the cost of water and sewer based upon either a water check meter or separate water meter or upon a reasonable allocation method as established by the Lessor. Lessor shall not be liable to Lessee for any loss or damage caused by or resulting from variation, interruption or failure of such services or in the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Lessor's reasonable control and such loss or damage shall not be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder. Any meters recording the amount of water furnished to the demised premises and consumed by Lessee shall be installed by Lessor unless previously installed. The electricity for the Premises for Lessee's consumption shall be either metered separately or checkmetered and such metering shall be installed by Lessor if not currently installed.

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13. Heating and Ventilation System.

A) Lessor shall operate the Heating and Ventilation Air Handler System (no air conditioning) for the building from September 16th through May 14th of the year between the hours of:

Monday – Friday:	7 a.m. - 6 p.m.
Saturday – Sunday:	10 a.m. - 6 p.m.

B) Hydronic heating is maintained 24 hour per day, seven days per week, and can be locally controlled by Lessee.

C) During the period of May 15th until September 15th as described herein, Lessor shall operate the Heating and Ventilation Air Handler System (no air conditioning) for the building between the hours of:

Monday – Friday:	7 a.m. - 9 p.m.
Saturday:	10a.m - 9 p.m.
Sunday:	10a.m. - 6 p.m.

In the event Lessee requires the operation of the Heating and Ventilation Air Handler System during hours beyond the stated operating hours, Lessee agrees to pay additional charges based on any equitable method to be determined by Lessor. Additionally, if the Heating and Ventilation Air Handler System (return air ducts, vents, etc.) is shared with any other leasable or common area spaces, no smoking (or similar activity) shall be allowed within the demised premises."

14. Lessee's Renovation Obligations. Lessee will prepare and submit to Lessor for written approval in accordance with requirements of this Lease herein, plans and specifications for construction of the leasehold improvements within the Premises. Lessee will complete the renovation in accordance with plans and specifications as approved by Lessor no later than the rent commencement date.

15. Acceptance of Premises. By entry hereunder, Lessee acknowledges that it has examined the premises and accepts the same in their "as is" condition. Lessee has fully investigated the condition of the Premises or waived its right to do so and is fully familiar with the physical condition of the Premises and every part thereof, including, without limitation, the indoor air quality (IAQ) generally, and the HVAC system, and Lessee accepts the same "as is".

Lessor made no express representations or warranties and disclaims any implied representations or warranties relating to the condition of the building, Premises, or any part thereof, including, without limitation, the building systems (including the HVAC system), the IAQ within the building and the environmental condition of the building. Lessor shall not be liable for any latent or patent defects therein.

Lessee shall comply with all current and future federal, state, and local environmental and

IAQ laws, regulations, and industry standards, including, without limitation, any restrictions on smoking in the workplace.

The Premises shall not be used for any dangerous, noxious, or offensive trade or business or for any purpose, trade or business that will adversely affect the IAQ for the Premises (including any common areas);

Lessee will at all times use and operate the Premises in such a manner as to minimize the risk of IAQ problems, "sick-building syndrome," and/or any diagnosable illness that can be identified and attributed directly to contaminants in the building and Market Place.

Lessee will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor and/or outdoor sources, emission of biological contaminants;

Lessee will assure adequate ventilation and operation of any Heating and Ventilation systems and/or office equipment under its control.

Lessee will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Premises, and will take all steps necessary to prevent the release of such contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents);

Lessee will not bring, generate, treat, store, or dispose of any chemicals, materials, or other potential pollution sources without Lessor's prior consent. Notwithstanding the foregoing, the levels of these chemicals, materials, or other potential pollution sources shall not exceed legal limits.

All materials used in connection with the alteration or refurbishment of the Premises, including, without limitation, paint, carpet, wall, or window coverings, carpet glues, and other chemicals, shall be subject to Lessor's prior written approval. Any such approval shall not be deemed a representation or warranty that the materials so approved are in compliance with laws (including IAQ laws) or that same do not affect the IAQ in the Premises.

Lessor shall have the right, but not the obligation, at all times during the Lease Term to inspect the Premises and conduct such tests and investigations (including, without limitation, a Phase I Indoor Air Quality audit) to evaluate the IAQ in the Premises and/or the building. Lessor's entry may be made at any time either during or after Lessee's business hours.

Lessee will cooperate with Lessor and will, at any time, allow Lessor and Lessor's representative's access to any Lessee's records with respect to the Premises for environmental inspection purposes. Lessee will make available its personnel to respond to interview questions posed by Lessor, Lessor's representatives, or an environmental consultant.

Lessee shall cooperate in all respects with rules and regulations promulgated by Lessor regarding the management of the IAQ in the building and in the development and implementation of an IAQ management plan for the building that integrates monitoring,

operations, maintenance, building staff training, and building renovation activities.

16. **Americans With Disabilities Act Compliance.** Lessor will be responsible for compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. paragraphs 12191 through 12213, as amended, relating only to the common areas and parking areas of the commercial complex.

Lessee will be solely responsible for compliance with ADA regulations relating to Lessee's demised premises:

1. To provide barrier removal to ensure customers and/or employees public access to all goods and services within Lessee's demised premises;
2. To provide auxiliary aids and services needed for effective communication, if needed;
3. To provide and/or modify any other items so as to assure customers/employees equal services without discrimination;
4. It shall be Lessee's responsibility to protect itself against any potential liability created by a third party who subleases from Lessee, or any independent contractor who performs services for the Lessee on the demised premise.

Lessee warrants that the leased premises and any and all improvements and alterations made by Lessee therein shall be in compliance with the provisions of the American with Disabilities Act, as amended, and any and all rules and regulations promulgated thereunder, including without limitation, any and all design requirements specified by the ADA. Lessee shall, at its sole cost and expense, make any and all alterations and improvements necessary to ensure that Lessee and the leased premises and any and all improvements and alterations therein are in compliance with the ADA, including without limitation, any and all design requirement specified by the ADA.

Lessee shall further indemnify, defend, and hold harmless, Lessor and the fee owner of the land from and against any and all claims, losses, expenses, damages, liabilities or injuries suffered by reason of any acts, omissions or alleged acts or omissions arising out of Lessee's failure to comply with the provisions of the ADA and this section, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that such indemnified party shall not have acted or failed to act fraudulently or in bad faith or as a result of gross negligence.

Anything herein to the contrary notwithstanding, Lessee shall not make any alterations, additions or improvements in Lessee's demised premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion, if such alteration, addition, or improvement by Lessee requires any other alteration, addition, or improvement to be performed in or made to any portion of the complex/plaza other than Lessee's demised premises.

Lessor's consent to such alterations, additions, or improvements, or Lessor's approval of the plans, specifications, and working drawings for such alterations, additions, or improvements

shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental and quasi-governmental agencies (including, without limitation, the Americans with Disabilities Act of 1990 and all regulations issued thereunder).

Notwithstanding the foregoing, Lessor will have the right, which shall not be subject to Lessee's prior notice or approval, to change the size, use, shape or nature of any common areas, including erecting additional buildings on the common areas, expanding the existing complex/plaza, or altering the common areas to comply with the American with Disabilities Act of 1990 and all regulations issued thereunder.

If, as a result of Lessee's use and occupancy of the demised premises or the making of any alterations, additions, or improvements therein, any additions, alterations, or improvements shall be required to be made by Lessor to any part of the demised premises or the complex/plaza to comply with any requirements of the Americans with Disabilities Act of 1990 and all regulations issued thereunder, Lessee shall reimburse Lessor on demand for the costs incurred by Lessor to effect such compliance.

As a condition prior to the consent required to sublet or assign a leasehold interest and if Lessor elects to complete the work, Lessor may require, at its sole option, Lessee (or its assignee or sublessee) to agree to reimburse Lessor on demand for the costs incurred by Lessor to comply with the Americans with Disabilities Act of 1990 and all regulations issued thereunder as they apply to the use, occupancy, or alteration of the demised premises; and Lessee shall be required, upon Lessor's demand, to deposit with Lessor 50% of Lessor's reasonable estimate of the cost of such alterations five (5) days prior to any contract work beginning.

17. Repairs and Care of Premises. Lessor agrees to keep the basic building structure of the premise, including the roof, roof supports, foundation and structural supports, exterior and support walls, structural portion of the floors, skylights, gutters, downspouts and exterior doors, plus all heating, water, sewer, electrical and mechanical equipment in good repair during the lease term, except for damage caused by Lessee, but excluding glass. Lessee shall keep the balance of the premises in good order and repair except for the items enumerated above which are the responsibility of Lessor. Lessee will grant to Lessor the right to make renovations, repairs, and/or changes to the building containing the demised premises provided that such renovations, repairs, and/or changes are pursued with diligence and Lessor will do said work without any abatement of rentals to Lessee.

18. Parking. Lessee shall not have the right to any designated parking space. Lessor shall assist Lessee in acquiring monthly parking from the Anchorage Parking Authority for Lessee's use at Lessee's expense.

Deleted: but shall have the right to park in common with other employees, guests and invitees of Lessor and other tenants of the building

19. Alterations. All personal property kept on said premises shall be so kept at the risk of

Lessee. Lessor shall not be liable for theft or any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises, or any service facilities, or hereafter occurring therein, or due to the premises or any part or appurtenance thereof, arising out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of other occupants of said premises, or any other persons, or due to the happening of any accident from whatsoever caused in and about said premises except for cause due to negligence of Lessor. Lessee will not make any alterations or additions whatsoever to the demised premises without first obtaining Lessor's written approval of the plans and specifications.

At least five (5) days prior to commencing any alterations, improvements, or other construction within the demised premises, Lessee shall deposit with Lessor a fully executed copy of the contract(s) therefore, a copy of any building permit, and furnish evidence satisfactory to Lessor that Lessee is financially able to pay the contractor, and shall furnish a copy of a Performance Bond and a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the contract value, in a form and with a surety acceptable to Lessor, naming Lessor and Lessee as obligees and insuring completion of the proposed work free and clear of all liens.

In the event Lessee is granted permission by Lessor and/or Lessor's architect to make, add to, or construct any improvements to the roof, ceiling, building or structure, Lessee shall be responsible for any additions, modifications, improvements, installation of equipment without limitation which may be placed upon or about the roof, ceiling, building or structure; furthermore, Lessee, Lessee's architect, consultant, agent of, or Lessee's licensee shall at all times maintain the structural integrity of the roof and verify at time of installation of equipment or improvements load limits of same so as not to exceed the structural load bearing specifications and conditions of roof, ceiling, building and/or any part of the structure with, but not limited to, verifying calculations and records. Lessee shall allow lessor and agents of Lessor upon reasonable notice, to examine and inspect said records, equipment or improvements if deemed necessary by Lessor. Lessee shall be responsible for any damage incurred, therein or thereafter to the demised, ceiling, building and/or any part of the structure due to penetration of the roof or ceiling membrane by Lessee or licensee of Lessee, and Lessee shall further indemnify and hold Lessor harmless from all such damage and claims. Lessee shall do any resulting repair that is necessary in a timely manner.

Lessee will pay to Lessor all reasonable costs incurred by Lessor as a result of obtaining said consent for approval, with said cost to include all reasonable architect's fees.

Lessee will also comply with all governmental regulations pertaining to any change in Lessee's use, or alterations to any part of or all of the demised premises; and if any parking should be required to satisfy any governmental requirements, Lessee shall be responsible for providing and maintaining any additional off-site parking stalls or areas required.

20. Use. Lessee shall continuously conduct and carry on in said premises, during each and every business day of the term hereof, the business for which said premises are leased, and that no stock of goods will be carried, or anything done in or about the premises which will increase

the present rate of insurance. The rental contained herein is predicated on, among other things, Lessor's existing insurance premiums and in the event that the Lessee's usage shall cause an increase in the insurance rate or rating, in which event, Lessee shall pay for any resulting increase. Lessee agrees that it has determined, to Lessee's satisfaction, that the premises can be used for the purpose for which they are leased. Lessee shall not commit or allow to be committed any waste upon the premises or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessees in the adjoining premises. Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Lessee, its agents, employees, contractors, sublessees or invitees without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee's proposed activity with respect to Hazardous Material; however, in no event shall Lessor be required to consent to such proposed activity. The term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "Hazardous Wastes", "Hazardous Materials", or "Toxic Substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and other similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. The aforementioned shall not apply to cleansing products and/or repair supplies if used and disposed of per the manufacturer's directions.

21. **Liens and Insolvency.** Lessee shall keep the premises and the property on which the leased premises are located, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntary or involuntary bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.
22. **Exclusion of Trespassers.** Lessor may at any time and from time to time during the term hereof exclude and restrain any persons from the use of occupancy of the common areas, excepting however, bona fide customers, patrons and service suppliers of the Lessee and other lessees of the Lessor who make use of said areas in accordance with the rules and regulations established by Lessor from time to time with respect thereto. The rights of Lessee hereunder in and to said driveways, entrances and exits thereto, the delivery and service entrances and exits thereto, and the sidewalks and pedestrian passageways, shall be subject to the rights of the Lessor and of all other lessees of the Lessor using the same in common with the Lessee, and it shall be the duty of Lessee to keep all of said areas free and clear of any obstructions created or permitted by Lessee or resulting from Lessee's operations and to permit the use of any of said areas only for normal parking and ingress and egress by said customers, patrons and service-suppliers, to and from the building occupied by Lessee and

such other lessees of the Lessor. If, in the opinion of Lessor, unauthorized persons are using any of said areas by reason of the presence of Lessee in the demised premises, Lessee, upon demand of Lessor, shall take such action as is legally permissible without breach of the peace and by resorting to judicial relief, if necessary, to restrain the use of any of said areas by unauthorized persons or to remove any unauthorized persons from said areas; provided, however, nothing contained herein shall preclude Lessor from taking such action.

23. **Assignment.** Lessee shall not assign this lease or any part thereof and shall not let or sublet the whole or any portion of the premises without the written consent of Lessor. This lease shall not be assignable by operation of law. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. If the Lessee is a partnership or other entity, a withdrawal or change, voluntary, involuntary, or by operation of law, of the partner or partners, or members owning more than fifty percent (50%) of the partnership or other entity, or the dissolution of the partnership or other entity, shall be deemed a voluntary assignment. Any assignment of this lease shall not extinguish or diminish the liability of Lessee herein. If consent is once given by Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

Lessee shall be permitted to assign this lease to an affiliated company of the Lessee with the following stipulations. Lessee shall submit financial reports of the affiliated company to the Lessor for approval and review. Approval by the Lessor shall not be unreasonably withheld. Lessor to advise the Lessee of their approval or disapproval within 14 days after receipt of the affiliated company's financial reports.

24. **Access.** Lessee will allow Lessor or Lessor's agent free access at all reasonable times in and to said premises for the purpose of inspection, or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs. Lessor shall have the right to place and maintain "For Rent", "For Lease", or "For Sale" signs in a conspicuous place on said premises. The Lessee will promptly make good any defects for which the Lessee may be responsible hereunder within thirty (30) days after written notice thereof, or sooner if the nature of such condition or the delay in its repair would cause, or create the risk of further damages to the premises. If the Lessee refuses or neglects to commence such repairs and complete the same within said period, the Lessor may, but shall not be obligated to make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the property, profession, occupation or business of the Lessee or of any third party by reason thereof, and if the Lessor make or cause such repairs to be made, the Lessee hereby agrees to pay forthwith on demand to the Lessor as additional rent the costs thereof, plus twenty percent (20%) of such costs to cover overhead and administrative expenses, with interest at the rate described in paragraph 53 herein calculated from the date of completion of repairs by Lessor until fully paid by Lessee.

Lessee shall allow Lessor and the agents of Lessor to enter said premises after hours without

the presence of Lessee only in the event of an emergency where such emergency necessitates the safety and protection of the building by Lessor. Lessor shall make every reasonable attempt to contact Lessee or any of its authorized agents based upon an emergency contact list provided by Lessee, to be present when Lessor enters the premises after hours. Lessee agrees to hold Lessor harmless and release Lessor from any liability in such event if Lessor is unable to reach Lessee or any of its authorized agents and Lessor must enter the premises without the presence of Lessee and or its authorized agents. If Lessor enters the premises without the presence of Lessee and or its authorized agents, Lessor shall on the following business day, notify Lessee that Lessor entered Lessee's premises, the time it entered and exited the premises and the reasons for entering Lessee's premises.

No Lessee will alter, change, replace or re-key any lock or install a new lock on any door of the demised premises. Lessor, its agents or employees, will retain a pass (master) key to all door locks on the demised premises. Any new door locks required by Lessee or any change in keying of existing locks will be installed or changed by Lessor following Lessee's written request to Lessor and will be at Lessee's expense. All new locks and re-keyed locks will remain operable by Lessor's pass (master) key. Lessor will furnish each tenant, free of charge, with two (2) keys to each door lock on the demised premises. Lessor shall have the right to collect a reasonable charge for additional keys requested by each lessee. Each Lessee, upon termination of its tenancy, will deliver to Lessor all keys for the demised premises and building which have been furnished to such tenant. Should Lessee change any locks or re-key any locks on its own and are not the keys issued or reissued by Lessor, Lessor shall have the right to collect a reasonable charge for re-keying the locks after the termination of Lessee's tenancy.

25. **Signs.** All signs or symbols placed in the windows or doors of the premises, or upon any exterior part of the building by Lessee shall be subject to the prior written approval of Lessor. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee, then Lessor may have same removed at Lessee's expense. Lessee will submit to Lessor, plans prepared by a sign company or designer for Lessor's approval. Lessee shall be responsible for all charges for said signs to include labor, materials and any permit fees and will comply with all governmental agencies' requirements. Lessor agrees to allow Lessee signage, subject to Lessor's consent as to the design and size. If Lessee now or during the term of the Lease wishes to have the Whale exhibit that is installed at the top of the building at the corner of 4th Avenue and Bayle's Way removed, Lessor agrees to coordinate the work to have the exhibit relocated by the original fabricator to the top of the building at the corner of 4th Avenue and "D" street at Lessee's cost. If Lessee now or during the term of the Lease wishes to have the Iditarod mural that is painted on the side of the wall along Bayle's Way removed, Lessor agrees to coordinate the work to have the wall repainted and the mural repainted on a wall of Sunshine Plaza by the original artist and the cost shall be shared equally between the Lessor and Lessee. Lessee wishes to install a canopy alongside the building at Bayle's Way. Lessor has an easement with the Municipality to utilize Bayle's Way and shall seek response whether a canopy or awning may be installed. Should the Municipality have no

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objection to such canopy or awning. Lessee may have such canopy or awning installed, but subject to a) Lessee obtaining all necessary governmental approvals and permits for such canopy or awning installation, b) approval of the proposed canopy by Lessor and c) relocating the Iditarod Mural, as set forth herein.

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26. **Indemnification.** Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Lessee, or of the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in the premises provided that the foregoing provisions shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee, or visitor of Lessor. Lessor shall defend and indemnify Lessee and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Lessor, or of the officers, contractors, licensees, agents, servants, or employees, of Lessor provided that the foregoing provisions shall not be construed to make Lessor responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Lessee, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee, or visitor of Lessee.
27. **Damage or Destruction.** In the event the premises are damaged to such an extent as to render the same unleaseable in whole or in a substantial part thereof, or are destroyed, it shall be optional with Lessor to repair or rebuild the same; and after the happening of any such event, Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intention to repair or rebuild said premises, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild said premises, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period, the rent shall be abated in the same ratio that the portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the lease premises. Lessee shall have the right to terminate lease if premises becomes unleaseable for more than sixty (60) days or if Lessor shall fail to give the notice as aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon Lessor or Lessor's agent.
28. **Liability Insurance.** Lessee agrees to carry liability insurance naming Lessor as an additional insured, in an amount not less than ONE MILLION (\$1,000,000.00) for injury or death to any one person, ONE MILLION DOLLARS (\$1,000,000.00) for injury or death per any number of persons in any one accident, and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for property damage or destruction.
29. **Insurance Deductible** All policies of insurance required under this lease by Lessee shall provide that any insurance deductible or self insurance provision if applicable, will not

exceed the amount of \$5,000.00 except with the prior written approval of Lessor.

30. **Fire Insurance.** That Lessee will, during said term, keep all improvements now or hereafter erected on said premises insured against loss or damage by fire and any hazards, casualty, or contingency for which insurance is procurable, which Lessee may be able to insure with an insurance company or companies, pursuant to paragraph 33 herein, in the name of the Lessee in an amount equal to the full replacement cost of said improvements, and will pay all premiums thereon at the time and place the same are payable. As Lessor agrees to allow Lessee to utilize the restaurant and kitchen equipment attached and made a part of this Agreement as Exhibit "C" at no charge, at its cost, during the term of the Lease, Lessee agrees to insure such equipment for its replacement value, of not less than \$38,855.00 naming Lessor as loss payee. Annually, Lessee shall review the amount of insurance coverage to assure the improvements are insured for the full replacement cost. Lessor shall be named as an additional insured. Every policy shall be made payable in case of loss or damage to the parties as their interest may appear, and all compensation, indemnity or other monies paid on account of any loss or damage, other than rental value insurance, shall with all convenient speed be laid out in rebuilding, repairing, or otherwise reinstating the same improvements in a good and substantial manner according to the plan and elevation of the improvements so destroyed or damaged, or according to such modified plan as shall be previously approved by the Lessor in writing. In the event such insurance proceeds are inadequate to accomplish the foregoing, the Lessee shall promptly pay for the difference. Should Lessee fail to pay for the difference, Lessor has the option to cancel the Lease by giving Lessee written notice within thirty (30) days of the casualty and Lessee will assign all interest in said insurance proceeds to the Lessor and such proceeds shall be applied by the Lessor, at its sole option, to rebuilding or repairing of loss, destruction or damage, over the reduction of any indebtedness by Lessee to Lessor, or may be retained by Lessor as payment for damages incurred to the leasehold.

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31. **Business Interruption.** Lessee, at its own cost and expense, shall obtain business interruption insurance on Lessee's operations in the Premises or any part thereof from an insurance company or company pursuant to paragraph 33 herein and shall cause all of its sub-lessees, concessionaires, and licensees to also obtain such insurance on their respective operations in the Premises or any part thereof. The business interruption insurance required to be obtained by Lessee shall insure that installments of minimum annual rent and percentage rent payable hereunder, together with the net amount thereon required to be paid shall be paid to Lessor for a period of not less than one (1) year following any damage, destruction or other casualty to any of the buildings, equipment or improvements situated upon the Premises, or other event covered by such insurance, be required to be paid beyond the expiration date of this Lease or any extension thereof, and shall name the Lessor as an additional assured.

32. **Plate Glass Insurance.** Lessee will procure, keep in force during the term and deposit with

the Lessor, a policy or policies of plate glass insurance covering all plate glass in windows of the premises to the extent of their full insurable value and naming the Lessor as an additional assured.

- 33. Insurance Rating & Certificates of Insurance.** Lessee, at its own cost and expense, shall obtain the insurance coverages from an insurance company or companies qualified to do business in the State of Alaska and having a general policy holder's rating of not less than "A" and a financial rating of "XV" or better, as rated in the most current available "Best's Insurance Reports", and shall deposit with Lessor current certificates of insurance together with every receipt for premiums or evidence thereof. All such certificates shall state that such insurance has been endorsed to provide that such insurance cannot be modified or terminated without at least thirty (30) days' prior written notice to Lessor and any mortgagee. If Lessee shall fail to provide any insurance required by this Lease, Lessor may, at its option, procure such insurance and pay the premiums therefore and Lessee shall be obligated to repay every such premium upon demand, plus interest thereon calculated from the date of such payment by Lessor at the rate provided in paragraph 53 of this Lease.
- 34. Liquor Liability Insurance.** Should the Lessee's use of the demised premises include any sale and/or consumption of liquor or alcoholic beverages or dispensing of liquor or alcoholic beverages, Lessee shall, at its own cost and expense, obtain a Liquor Liability insurance policy or policies on Lessee's operations in the demised premises with an insurance company or companies pursuant to Paragraph 28 herein, approved by Lessor with respect to the use of the demised premises, its employees and agents, with minimum limits of not less than \$1,000,000. Lessee shall increase said limits from time to time so that the same are not less than such limits being carried generally for similar properties and businesses in the Municipality of Anchorage, State of Alaska, and are not less than such limits as Lessor reasonably requests by notice to Lessee. Such insurance shall name the Lessor and the fee owner of the land as specified in the first paragraph of this agreement, as additional assureds.
- 35. Condemnation.** If all of the premises or such portion of any building wherein the premises may be located as may be required for the reasonable use of the premises, is taken by eminent domain, this lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of taking of a part of the premises, or a portion of any building wherein the leased premises may be located which is not required for the reasonable use of the premises, then this lease shall continue in full force and effect and the rental shall be equitably reduced, based on the proportion by which the floor area of the premises is reduced, such rent deduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages to the premises for any taking by eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's

moving expenses and for interruption of or damage to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as a part of the damages recoverable by Lessor.

36. **Notices.** All notices to be given by the parties hereto shall be in writing and may either be served personally or deposited in the United States mail, postage prepaid, by either registered, certified or regular mail with certificate of mailing obtained; and if to be given Lessor, to be addressed to Lessor at the address specified above. Notice shall be deemed to be delivered when received by the Lessor or, if to be given Lessee, may be addressed to Lessee at the leased premises or the address specified above. Notice shall be deemed to be delivered when received by the Lessee.

37. **Default by Lessee.** If Lessee shall fail to pay any installment of rent or any additional rent or other charges as and when the same shall become due and payable, and if such default shall continue for a period of ten (10) days after ~~notice in writing of such deficiency~~ or if Lessee shall default in the performance of any of the other items, covenants and conditions of this lease, and if such default shall continue for a period of thirty (30) days after notice in writing specifying the matter claimed to be in default is given by Lessor to Lessee; Lessor shall have the right, at Lessor's option, to terminate this lease and the term hereof, as well as the right, title and interest of Lessee hereunder, unless (except for a default of nonpayment of rent) Lessee shall then diligently be engaged in prosecuting the work necessary to remove said cause or taking the steps necessary to remedy said default, and Lessor may re-enter the premises, using such force as may be necessary, and repossess itself thereof and remove all persons and property from the premises. If Lessor exercises its right of re-entry, Lessor may change the locks to the demised premises without having to provide Lessee with a copy of such key. Notwithstanding any such re-entry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of this lease, and Lessee shall make good such deficiency arising from any re-letting of the premises and reasonable attorney's fees. Lessor will also have the rights of Lessor distraint.

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Each of the following events shall constitute a default:

- A. Lessee's failure to make payment of any rent or other payments required of Lessee or any part thereof, if said failure shall continue for a period of ten (10) days after ~~notice in writing that payment is due.~~
- B. A default in the performance of any other covenant or condition on the part of Lessee for a period of thirty (30) days after being served with a notice spelling out the specific default or defaults.
- C. The filing of a petition by or against Lessee for adjudication as a bankrupt, appointment of a receiver or trustee of any substantial part of the assets of Lessee or the institution of any proceeding involving Lessee under any reorganization or arrangement, insolvency, dissolution, liquidation, or other similar statutes of the federal government or any state government heretofore or hereinafter enacted.
- D. The execution, attachment, or levy upon the leasehold interests or any part of the

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Leased Premises.

- E. Lessee's desertion, vacation, abandonment, or suspension of business operation on the Leased Premises for a period of five (5) or more days. Notwithstanding the Lessee may upon written notice to Lessor, suspend business activity during low season for a period of time. Such period of time shall be no longer than ten (10) days.

38. **Disposal of Property.** For each and every case where Lessor has removed and stored Lessee's property in accordance with one or more provisions of this Lease, in the event that Lessee fails to claim said property by taking actual possession of said property and paying immediately to Lessor any and all sums due as a result of Lessee's obligations under this Lease, including all costs incurred in the removal and storage of said property, within forty-five (45) days from the date of Lessor's removal of said property from demised premises, then said property shall become immediately and indefeasibly vested in the Lessor who shall be at liberty to dispose of such property as it sees fit and Lessee covenants with Lessor that in such event it shall make no claim against Lessor in respect of said property and will pay to Lessor all costs incurred by Lessor in the removal, storage, and disposal of said property. Lessor agrees that any and all proceeds from the disposition of said property shall first be applied to removal, storage, and disposal costs incurred by Lessor, then to any outstanding balance on Lessee's account owed to Lessor, and the balance, if any, shall be the sole property of Lessor.

39. **Right To Re-Let.** Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease, or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the premises, and re-let said premises or a part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such re-letting, all rentals received by the Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied to payment of future rent as the same shall become due and payable hereunder. If such rentals received from such re-letting during any month are less than that required to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor before the end of such month. Lessor shall make reasonable effort to re-let said premises at no less than current fair market rent. Termination may, but need not necessarily, be made effective by the giving of written notice to the Lessee of intention to end the term of this lease, specifying a day not earlier than five days thereafter, and upon the giving of such notice, the term of this lease and all rights, title and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term. No such re-entry or taking possession of said premises by Lessor shall be construed as an

election on its part to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

40. **Damages On Termination.** Should Lessor at any time terminate this Lease for any default, breach or failure of Lessee hereunder, then, in addition to any other rights or remedies available to Lessor hereunder or by law provided, Lessor may have and recover from Lessee, all damages Lessor may incur by reason of such default, breach or failure including, without limitation, court costs and reasonable attorney's fees for services in recovering possession, all costs and expenses of any re-letting including, without limitation, all costs of alterations and repairs, dividing and subdividing, of the premises in connection therewith, all brokerage commissions or other similar expenses of Lessor in connection with such re-letting, or, at the option of Lessor, Lessor may have and recover from Lessee the worth at the time of termination of this Lease, of the excess, if any, of the total minimum rental and percentage rental and other charges reserved in this Lease for the remainder of the term hereof, over the then reasonable rental value of the premises for the same period, all of which amounts, including attorney's fees of Lessor, shall be immediately due and payable by Lessee to Lessor.
41. **Lessor's Consent.** Whenever Lessor's consent is required under the terms hereof, such consent shall be in writing, and shall not unreasonably be withheld.
42. **Non-Waiver of Breach.** The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein offered in any one or more instances, shall not be construed to be a waiver or relinquishment of such, or of any other covenants or agreements, but the same shall be and remain in full force and effect.
43. **Removal of Property.** In the event of any entry in or taking possession of the premises as aforesaid, Lessor shall have the right, but not the obligation to remove from the premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without, with notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sales, second to the payment of charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance, if any, to be paid to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing and storing the property of Lessee as provided in this lease, and will save Lessor harmless from loss, costs or damages occasioned by Lessor thereby, and such re-entry shall not be considered or construed to be forcible entry.

44. **Surrender Of Premises.** At the termination of this Lease, by lapse of time or otherwise, Lessee will peaceably deliver up to Lessor, possession of the demised premises. All leasehold improvements, additions, alterations or fixtures, except trade fixtures that are installed by Lessee during Lessee's tenancy shall remain in the leased space and become the property of the Lessor upon expiration of the lease, or any extension thereof, unless Lessor provides written notice to Lessee within 90 days of the expiration of the lease term that such improvements, additions, alterations or fixtures, are to be removed by Lessee at the end of the Lease term. Such leasehold improvements, additions, alterations or fixtures, made by the Lessee requested by Lessor to be removed, shall be removed flush to the wall or floor and Lessee shall make good any damage caused to the premises in the removal of said alterations or improvements, in accordance with Lessee's covenants herein contained to maintain and repair said premises. For such leasehold improvements, additions, alterations or fixtures, except trade fixtures that Lessor requests to remain in the lease premises. Lessee shall peaceably deliver up to Lessor, possession of the demised premises together with all improvements, additions, fixtures, permanently attached or otherwise, and alterations thereon, by whomsoever made or installed, and shall keep thereto, in the same condition of cleanliness, repair, sightliness, order and condition as the demised premises was in upon the commencement of business under the lease, reasonable wear and tear excepted, in accordance with Lessee's covenants herein contained to maintain and repair said premises, without disturbance, molestation or injury, and without credit to Lessee, its sublessees, concessionaires or licensees. If no written notice is given to Lessee, Lessee shall at the termination of the lease remove all improvements, additions, fixtures, trade or otherwise and alterations thereon, made by the Lessee. Trade fixtures installed by Lessee that may be removed by Lessee no later than the expiration of the lease, or any extension thereof and the premises restored to its condition prior to installation of any trade fixtures.

Deleted: The Lessee shall, at least three (3) months before the end of said term, give to Lessor written notice of intention to surrender the premises on that date; if such notice is not given, the Lessee shall be liable for the rent for one (1) additional month as liquidated damages for failure to give such notice and not as a penalty.

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Deleted: At the option of Lessor, (at Lessor's sole discretion), with reasonable notice given in writing to Lessee prior to the earlier termination or expiration of the Lease, Lessee shall either a) remove at Lessee's expense those

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Lessee shall surrender all keys for the demised premises to Lessor at the place then fixed for the payment of rent.

The Lessee will allow the Lessor during the last month of the term hereof, or during any holdover period, to affix to keep on said demised premises "To Let" notice, and will allow the Lessor to show the premises during Lessor's business hours to prospective tenants with 48 hours notice.

45. **Heirs and Successors.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

46. **Lessor's Liability; Certain Duties.** As used in this lease, the term "Lessor" means only the current owner or owners of the title to the Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Lessor is obligated to perform the obligations of Lessor under this Lease only during the time such Lessor owns such interest or

title. Any Lessor who transfers its title or interest is relieved of all liability with respect to the obligations of Lessor under this lease to be performed on or after the date of transfer. However, each Lessor shall deliver to its transferee all funds that Lessee previously paid if such funds have not yet been applied under the terms of this lease.

Lessee shall give written notice of any failure by Lessor to perform any of its obligations under this lease to Lessor and to any ground lessor, mortgagee, or beneficiary under any deed of trust encumbering the property whose name and address have been furnished to Lessee in writing. Lessor shall not be in default under this lease unless Lessor (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Lessee's notice. However, if such nonperformance reasonably requires more than thirty (30) days to cure, Lessor shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this lease is limited to Lessor's interest in the Property and the Project, and neither the Lessor nor its partners, shareholders, officers or other principals shall have any personal liability under this lease.

47. **Holdover.** If Lessee shall, with the consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by laws of the State of Alaska. During such tenancy, Lessee agrees to pay Lessor one hundred fifty percent (150%) of the rent payable immediately prior to such expiration, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as they are applicable.
48. **Subordination.** This lease is subject and is hereby subordinated to all present and the future mortgages, deeds of trust and other encumbrances affecting the premises or the property of which said premises are a part. Lessee agrees to execute, at no expense to Lessor, any instrument, which may be deemed necessary or desirable by Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrance.
49. **Attornment.** If Lessor's interest in the property is acquired by any ground Lessor, beneficiary under a deed of trust, mortgagee, or purchase at a foreclosure sale, Lessee shall attorn to the transferee of or successor to Lessor's interest in the property and recognize such transferee or successor as Lessor under this lease. Lessee waives the protection of any statute or rule of law, which gives or purports to give Lessee any right to terminate this lease or surrender possession of the property upon the transfer of Lessor's interest. So long as Lessee is not in default under this lease, Lessee's rights under this Lease shall not be impaired or limited as a result of any transfer of interest from Lessor to any of its lenders, and such lender shall take the property subject to the terms of this Lease, and Lessee shall attorn to any such lender.

50. **Estoppel Certificates.** Upon Lessor's written request, and provided such representations are factually accurate at the time. Lessee shall execute, acknowledge and deliver to Lessor a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Lessor is not in default, under this Lease (or, if Lessor is claimed to be in default, stating why); and (v) such other representations or information with respect to Lessee or the Lease as Lessor may reasonably require. Lessee shall deliver such statement to Lessor within ten (10) days after Lessor's request. Lessor may give any such statement by Lessee to any prospective purchaser or encumbrancer of the Property. If Lessee does not deliver such statement to Lessor within such ten (10) day period, Lessor, and any prospective purchaser or encumbrancers, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have been changed except as otherwise represented by Lessor; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Lessor; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Lessor is not in default under the Lease. In such event, Lessee shall be estopped from denying the truth of such facts.

51. **Lessee's Financial Condition.** Within ten (10) days after written request from Lessor, Lessee shall deliver to Lessor such financial statements, as Lessor reasonably requires to verify the net worth of Lessee or any assignee, sublessee, or guarantor of Lessee. In addition, Lessee shall deliver to any lender designated by Lessor any financial statements required by such lender to facilitate the financing or refinancing of the Property. Lessee represents and warrants to Lessor that each such financial statement is true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this lease.

52. **Costs and Attorney's Fees.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this lease, including any suit by Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum pursuant to court rule. for attorney's fees in such suit, and such attorney's fees shall be deemed to have accrued on the commencement of such action. In case of any breach by Lessee of its covenants herein contained, Lessor may at any time without notice, cure such breach for the account and at the expense of Lessee. Lessee will pay to Lessor within 10 days after the date of Lessor making personal delivery of statements therefore, (a) all reasonable and actual costs and expenses, including reasonable attorney's fees incurred or paid by Lessor, but required to be paid by Lessee under any covenant herein contained or paid or incurred by Lessor in enforcing any of the covenants and conditions of this Lease, in protecting itself against any breach thereof, in remedying any breach thereof, incurring any breach by Lessee of its covenants herein contained, in recovering possession of the demised premises or any part thereof or in collecting any delinquent rent or other charges payable hereunder by Lessee, or in connection with any litigation (other than condemnation

proceedings) commenced by or against Lessee to which Lessor shall without fault be made party, and (b) a reasonable fee for reviewing and processing any request by Lessee for Lessor's consent or approval, which fee shall be a flat-rate service charge as established by the policy of Lessor, including without limitation reasonable fees of attorneys and other consultants retained by Lessor and the costs of Lessor's regular salaried staff in connection therewith, whichever is greater.

53. **Interest.** The Lessee shall pay to Lessor, on demand, interest on all sums payable by Lessee to Lessor pursuant to the provisions of this Lease, from the date due until paid, at the rate of twelve percent (10.5%) per annum or such higher rate as shall equal the maximum rate of interest allowed by Alaska statutes, or any statute succeeding thereto or substituted therefore; provided, however, that in no event shall the interest rate charged by Lessor exceed the maximum rate per annum allowed by applicable law for said period.

54. **Rules and Regulations by Lessor.** Lessee shall comply with all reasonable rules and regulations hereafter and from time to time adopted by Lessor for the use, safety, care and preservation of the premises.

55. **Janitorial.** Lessee is responsible for keeping the premises in a neat and clean condition.

56. **Collateral Assignment of Subleases.** As additional security of the prompt payment of the rent herein reserved to Lessor, and for the faithful performance and punctual observance of all of the other covenants and conditions herein contained to be performed or observed on Lessee's part, Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any such subleases which may be made by Lessee or any assignments of Lessee's interest affecting the premises, or any part thereof, and in and to the rents due to become due under the terms of any such subleases or assignments. The aforesaid assignment by Lessee to Lessor of its interest in and to any sublease or assignments which may be made by Lessee as aforesaid, shall take effect, however, only in the event any default hereunder is made or suffered by Lessee and after written notice of any such default is given by Lessor to the sublessee, sublessees or assignees and shall take effect only after Lessor shall elect to continue said subleases in full force and effect.

57. **Force Majeure.** If either party cannot perform any of its obligations due to events beyond Lessors control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond either party's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

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58. Alaska Statute 08.88.396. Windward Town and Country Plaza, Inc. acts as an agent of the Lessor under the Management Agreement, and is paid by the Lessor. However, Lessor's agent or any broker acting as subagent to the Lessor in this transaction has the obligation of a duty of good faith, fair dealing, and honesty in fact in negotiating with the Lessee in this transaction and a duty to disclose all known facts that materially affect the lease value, desirability, or condition of the premises being leased.

59. Other Miscellaneous Conditions. Upon payment by Lessee of the rent hereinafter reserved and upon observance and performance of the covenants by Lessee herein contained, Lessee shall peacefully hold and enjoy the demised premises for said term without hindrance or interruption by Lessor or any other persons lawfully or equitably claiming by, through or under it except as herein expressly provided.

- a. Lessor shall install a double entry door to the premises accessing Bayle's Way near the stairs leading down to 3rd Avenue
- b. Lessee has inspected the premises and has had an opportunity to determine the condition of the premises and agrees to accept the condition of the premises in an "As Is" condition, subject only to the improvements to be made by Lessor.
- c. Lessor agrees to allow Lessee to utilize the restaurant and kitchen equipment attached and made a part of this Agreement as Exhibit "C" at no charge. At its cost, during the term of the lease:
 - i. Lessee agrees to have the range hood maintained under a monthly service agreement and shall provide Lessor with a copy of such service agreement.
 - ii. Lessee agrees to repair, service and maintain such equipment and shall replace any equipment that should fail or break during the term of the lease with equipment of comparable quality and value.

60. Confidentiality. Lessee understands that this Lease is a confidential agreement between Lessor and Lessee. Lessee agrees not to disclose any terms, including terms concerning all monies due and payable to Lessor by Lessee pursuant to this Lease to any third party, except it's attorney and/or accountant without first obtaining the written consent of Lessor. The parties agree that damages to Lessor will be difficult to ascertain and the parties agree therefore that liquidated damages in the amount of \$5000 shall be Lessor's sole and exclusive remedy for any violation of this paragraph 60.

61. INTENTIONALLY DELETED.

62. Other Conditions. Lessee agrees to operate all of the leased premises during the entire term of this lease with due diligence and efficiency, unless prevented from doing so by causes beyond Lessee's control. Lessee agrees to conduct its business in the leased premises during the same days and hours, and that it will keep the demised premises open for business on the same nights and during the days, nights, and hours designated by the Lessor. If requested by Lessor, Lessee shall keep the display windows and signs, if any, in the demised premises

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~~Deleted: Gross Sales Reporting.~~
During months when Lessee is required to report its gross sales to Lessor, Lessee shall provide such reports on or before the thirtieth (30th) day after the expiration of each month. Lessee shall submit to Lessor, a statement signed by an officer or authorized representative of the Lessee showing in reasonable detail on a monthly basis, the amount of gross sales derived from the Premises during the preceding month. Failure by Lessee to submit the statements referred to herein on the due dates shall constitute a default and shall result in Lessee paying to the Lessor as liquidated damages FIFTY DOLLARS (\$50.00) each month if the statement is not submitted by the due date.

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well lighted during such reasonable evening hours as shall from time to time be required by Lessor, unless prevented by causes beyond the control of Lessee.

Lessee must first obtain the Lessor's prior written consent and approval prior to the Lessee temporarily not opening and operating its business as provided herein. Temporary not opening and operating is defined as a period longer than 48 consecutive hours. Holidays would be excluded.

In the event that Lessee fails to open and operate its business in the manner described hereinabove or fails to obtain Lessor's prior written consent and approval to temporarily not open and operate its business, then Lessor shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the minimum rent herein provided, but an additional rental fee of the greater of TEN DOLLARS (\$10.00) per day or 25% of the daily minimum rent due for each and every day that Lessee shall fail to conduct business, as herein provided. The parties intend that the additional rental fee set forth in this paragraph is intended to apply solely to temporary closures of the business, and agrees that any temporary closure of the business shall in no event be for a period in excess of 2 months.

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IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR:
SHIP CREEK CENTER, LLC

LESSEE:
WICKED WRISTER
ENTERPRISES, LLC

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By: Windward Town and Country Plaza, Inc.

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By: _____
Its: Managing Member

By: _____
Its: _____

By: _____
Its: JRW Ventures
IW, Inc.

By: _____
Its: Partner

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20____ before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, Third Judicial District
State of Alaska
My commission expires _____

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, Third Judicial District
State of Alaska
My commission expires _____

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, Third Judicial District
State of Alaska
My commission expires _____

EXHIBIT A

DESCRIPTION OF PREMISES

The lease premises (the "Premises") consists of all of that certain space designated as Suite 228, containing a floor area of approximately 1,988 square feet, more or less, and Suite 228B, containing a floor area of approximately 3,948 square feet, more or less, for a combined area of approximately 5,936 square feet, more or less and as more particularly described in the plot plan entitled 'New Space Area' and made a part hereof as Addendum B within the 4th Avenue Market Place Building, situated at 333 West Fourth Avenue, Anchorage, Alaska 99501.

Together with such appurtenant rights, easements and privileges to be enjoyed in common with all others entitled thereto in connection with the use and enjoyment of the above demised premises.

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EXHIBIT B

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LEASE TERM COMMENCEMENT AND TERMINATION DATES:

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Lease Term Commencement Date:

Lease Termination Date:

<u>LESSOR:</u>	<u>LESSEE:</u>
<u>SHIP CREEK CENTER, LLC</u>	<u>WICKED WRISTER</u>
	<u>ENTERPRISES, LLC</u>
<u>By: Windward Town and Country Plaza, Inc.</u>	

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<u>By:</u>	<u>By:</u>
<u>Its: Managing Member</u>	<u>Its:</u>

JRW Ventures

By:
Its: Partner

Exhibit "C"
Kitchen and Restaurant Equipment

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<u>Description</u>	<u>Value</u>
1. <u>Captive Aire range hood</u>	<u>\$20,000 installed in place</u>
2. <u>Imperial range and grill</u>	<u>\$1,500</u>
3. <u>Kirkland chest freezer</u>	<u>\$ 300</u>
4. <u>Duke Steam table</u>	<u>\$1,700</u>
5. <u>Duke oven</u>	<u>\$3,500</u>
6. <u>Wells Fridge/work counter w/ storage</u>	<u>\$3,530</u>
7. <u>12' stainless steel cooler</u>	<u>\$3,375</u>
8. <u>La Cimbala M31 commercial coffee machine</u>	<u>\$4,950</u>
<u>Total Value</u>	<u>\$38,855</u>

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GUARANTY OF LEASE AGREEMENT

Brock Lindow and Ken Ryther hereinafter named as Guarantors, as a material inducement to and

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in consideration of, SHIP CREEK CENTER, LLC and JRW VENTURES hereinafter named as Lessor, entering into that certain Lease Agreement dated Month, date & year, for that certain space of approximately 5,936 square feet designated as Suites 228 and 228B, in the 4th Avenue Market Place building, situated at 333 West Fourth Avenue, Anchorage, Alaska 99501, with WICKED WRISTER ENTERPRISES, LLC, hereinafter named as Lessee, unconditionally guarantees and promises to and for the benefit of Lessor that Lessee shall perform the provisions of the Lease that Lessee is obligated to perform.

Deleted: and WINDWARD TOWN AND COUNTRY PLAZA, INC.

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The provisions of the Lease may be changed by agreement between Lessor and Lessee at any time or by course of conduct, without the consent of or without notice to Guarantors. This guaranty shall guarantee the performance of the Lease as changed. Any assignment of this Lease shall not affect the guaranty.

This guaranty shall not be affected by Lessor's failure or delay to enforce any of its rights.

If Lessee defaults under the Lease, Lessor can proceed immediately against Guarantors or Lessee, or both, or Lessor can enforce against Guarantors or Lessee, or both, any rights that it has under the Lease, or pursuant to applicable laws. If the Lease terminates and Lessor has any rights it can enforce against Lessee after termination, Lessor can enforce those rights against Guarantors without giving previous notice to Lessee or Guarantors, or without making any demand on either of them.

Guarantors waive the right to require Lessor to (1) proceed against Lessee; (2) proceed against or exhaust any security that Lessor holds from Lessee; or (3) pursue any other remedy in Lessor's power. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of his guaranty, and waive all notices of the existence, creation, or incurring of new or additional obligation.

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If Lessor is required to enforce Guarantors' obligations by legal proceedings, Guarantors shall pay to Lessor all costs incurred, including, without limitation, reasonable attorneys' fees.

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Guarantors' obligation under this guaranty shall be binding on Guarantors' heirs, executors and legal representatives.

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IN WITNESS WHEREOF, the aforesaid Guarantors have executed these presents the day and year first written above.

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PERSONAL GUARANTOR (S)

Address: _____
SSN: _____

Address:

SSN:

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20____ before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, Third Judicial District
State of Alaska
My commission expires _____

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20____ before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to be that he/she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, Third Judicial District
State of Alaska
My commission expires _____

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Collin Lau

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The beginning of the lease term shall be established as follows:

Lessee shall begin the process by undertaking diligent steps to obtain a liquor license. If Lessee has not obtained a liquor license transfer by __, then Lessee may notify Lessor of such failure and both parties shall be released of all obligations under this Lease.

If Lessee does obtain a liquor license, Lessee shall notify Lessor, who shall undertake reasonably prompt efforts to terminate the tenancy of any current tenants in the Premises. Lessor shall provide Lessee with access to the Premises as soon as reasonably possible and in no event more than ___ days after Lessee has advised Lessor that it has obtained the liquor license transfer.

The term of this Lease shall commence on the first day that the Premises are available to Lessee in a broom clean condition and ready for Lessee to commence tenant improvements.

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Collin Lau

2/24/2012 3:48:00 PM

at fair market value, with the other terms and conditions of the lease to continue unchanged.

Lessee shall give ninety (90) days written notice to Lessor of its exercise of its option to renew. Lessor shall propose a renewal rent based on its estimated fair market value of the space (excluding improvements installed by Lessee) within thirty days (30) of receipt of written notice of exercise of option to renew from Lessee. Within 15 days, Lessee shall either notify Lessor that it accepts Lessor's proposed rate, or shall propose its own estimate of fair market value. If the parties are unable to agree upon the fair market value of rent for any option term, the fair market value of the rent shall be established pursuant to arbitration as set forth in section 5 below. The rent shall remain unchanged pending the outcome of the arbitration, and any changes to the rent shall be paid retroactively if the option term has commenced before the arbitrator issues his or her decision.

Comments

Municipality Of Anchorage
ANCHORAGE WATER & WASTEWATER UTILITY

RECEIVED

MAR 30 2012

MEMORANDUM

MUNICIPALITY OF ANCHORAGE
PLANNING DIVISION

DATE: March 30, 2012
TO: Al Barrett, Supervisor, Planning Section, Planning Division
FROM: Paul Hatcher, Engineering Tech III, AWWU PAH
SUBJECT: **Zoning Case Comments**
Planning & Zoning Commission Hearing April 24, 2012
Agency Comments due March 27, 2012

AWWU has reviewed the materials and has the following comments.

12-045 DOWNTOWN ANCH URB RENEWAL AREA BLK 24A LT 5, A request
concept/final approval of a conditional use to permit an alcoholic
beverage dispensary use, Grid SW1230

1. AWWU water and sanitary sewer are available to this parcel.
2. AWWU has no objection to this conditional use.

If you have any questions pertinent to public water and sanitary sewer, you may call me at 564-2721 or the AWWU planning section at 564-2739, or e-mail paul.hatcher@awwu.biz



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

RECEIVED

DATE: March 27, 2012

MAR 27 2012

TO: Al Barrett, Current Planning Section Supervisor,
Zoning and Platting Division

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

THRU: Stephanie Mormilo, PE, Municipal Traffic Engineer
Leland R. Coop, Traffic Engineer Associate

FROM: Dwayne Ferguson, Assistant Traffic Engineer

SUBJECT: Traffic Division comments for a Municipal Assembly Public Hearing to
be held on Tuesday, April 24, 2012.

2012-45

A request for conceptual or final approval of a conditional use to
Permit an alcoholic beverage dispensary use in the B-2B Central
Business District.

The Traffic Engineering Division has no comments.

RECEIVED

MAR 16 2012

**MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION**

From: Gray, James D.
Sent: Friday, March 16, 2012 8:26 AM
To: Stewart, Gloria I.; Kimmel, Corliss A.
Cc: Dean, Brian G.
Subject: RE: Plat comments - REVISED _ CROSSBAR HOTEL 2012-045
Please replace with these comments -- case 2012-045.

Note - this space will require a
sprinkler system that is currently not
in place. Provide sprinkler coverage
per code before occupancy.

Case 2012-045 Zoning Cross Bar Liquor license 3/15/2012 JG Cross Bar Liquor license

**James D. Gray, P.E.; EFO
Acting Fire Marshal
Anchorage Fire Department, Fire Prevention Division
267-4970
www.muni.org/prevention; grayjd@muni.org**

Stewart, Gloria I.

RECEIVED

From: Gray, James D.
Sent: Thursday, March 15, 2012 2:02 PM
To: Stewart, Gloria I.; Kimmei, Corliss A.
Subject: Plat comments

MAR 15 2012

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Case 2012-003	Zoning	McRae Sub	3/15/2012	JG	No objection
Case 2012-047	Zoning	Woster Snow site	3/15/2012	JG	No objection
Case 2012-045	Zoning	Gross Bar Liquor license	3/15/2012	JG	No objection
Case 2012-041	Zoning	Sue Tawn Estates	3/15/2012	JG	No objection

James D. Gray, P.E.; EFO
Acting Fire Marshal
Anchorage Fire Department, Fire Prevention Division
267-4970
www.muni.org/prevention; grayjd@muni.org

MUNICIPALITY OF ANCHORAGE



Planning & Development Services Dept.
Development Services Division

Building Safety

RECEIVED

MAR 16 2012

MEMORANDUM

MUNICIPALITY OF ANCHORAGE
PLANNING DIVISION

Comments to Miscellaneous Planning and Zoning Applications

DATE: March 15, 2012

TO: Al Barrett, Manager, Zoning and Platting

FROM: Ron Wilde, P.E.
Building Safety

SUBJECT: Comments for Case 2012-045

No comments.

MUNICIPALITY OF ANCHORAGE



Community Development Department
Development Services Division

Private Development Section

Mayor Dan Sullivan

RECEIVED

MAR 15 2012

MEMORANDUM

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Comments to Anchorage Assembly Applications/Petitions

DATE: March 15, 2012
TO: Al Barrett, Current Planning Section Supervisor
FROM: Matthew Hendrick, Plan Review Engineer
SUBJECT: Comments for Assembly Public Hearing date: April 24, 2012

Case No. 2012-045 – A request for concept/final approval of a conditional use to permit an alcohol beverage dispensary use in the B-2B Central business district-intermediate.

Private Development has no objection to the conditional use.

Municipality of Anchorage
Treasury Division
Memorandum

Date: March 9, 2012
To: Angela Chambers
Patty Long
Planning Dept.
From: Diana Flavin, Revenue Officer
Subject: Liquor License Conditional Use Comments

RECEIVED

MAR 12 2012

MUNICIPALITY OF ANCHORAGE
PLANNING DIVISION

Request for conditional use permit 2012-045 for The Crossbar located at 333 W 4th Ave,
Anchorage, AK.

I find no outstanding taxes on this account and have no reason to protest it.

Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501



333 West 4th Avenue, Suite 317
Anchorage, AK 99501
Tel. 907-279-5650
Fax 907-279-5651

Case Number: 2012-045

April 10, 2012

Dear Anchorage Assembly,

Anchorage Downtown Partnership, Ltd. (ADP), is a not-for-profit organization that represents the downtown Anchorage community. Our mission is to increase cleanliness, occupancy rates, investment values and lease income; to decrease crime; to stimulate economic development; and improve the quality of life in downtown Anchorage.

We are writing to you today to support approval of Case Number 2012-045, an alcoholic beverage Conditional Use Permit application for a Beverage Dispensary for Wicked Wrister Enterprises, LLC. The owners will do business as The Crossbar here in downtown Anchorage at 333 West 4th Avenue (Downtown Urban Renewal Area, Anchorage Original Townsite, Block 24A, Lot 5.)

Wicked Wrister Enterprises, LLC ownership met with ADP and presented their business plan and vision for the Crossbar. Based on the information they shared with ADP, and the industry experience of the individuals who will be involved in owning and operating the establishment, we encourage the Assembly to support approval of Case Number 2012-045.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Schutte", written over a horizontal line.

Christopher M. Schutte

*Executive Director
Anchorage Downtown Partnership, Ltd.*

Posting Affidavit




AFFIDAVIT OF POSTING

Case Number: 2012-045

I, BROCK LINDOW, hereby certify that I have posted a **Notice of Public Hearing** as prescribed by Anchorage Municipal Code 21.15.005 on the property that I have petitioned for Conditional Use. The notice was posted on March 2, 2012 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed (this) 2ND day (of) MARCH, 2012.


Signature

LEGAL DESCRIPTION

Tract or Lot _____

Block _____

Subdivision Downtown Urban Renewal Area
Original block 24A Lot 5