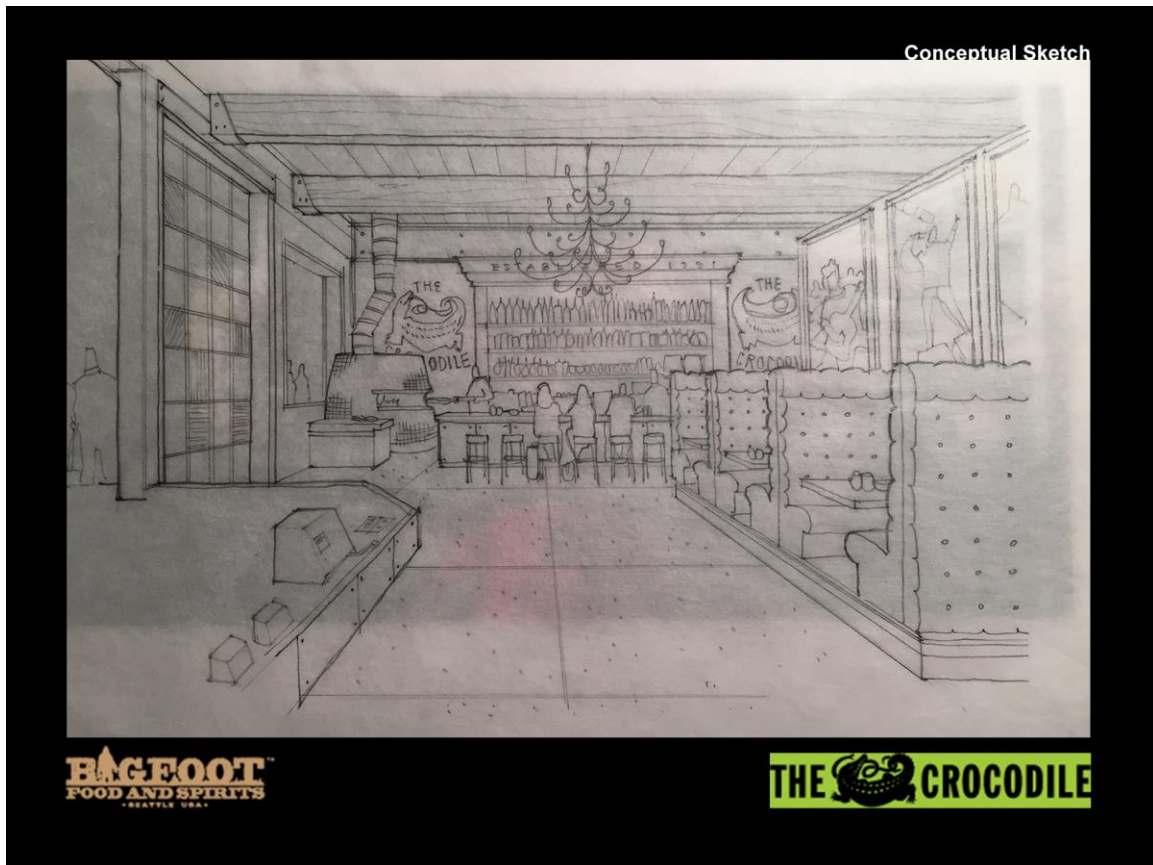


SEATAC AIRPORT CEP – FOOD SERVICE – SINGLE UNIT 6
BF FOODS LLC



AirProjects, Inc.
Attention: Ms. Emily Escrader
908 King Street, Suite 400E
Alexandria, VA 22314

Exhibit 10 Submittal Checklist

Port of Seattle Seattle-Tacoma International Airport Airport Dining and Retail Competitive Evaluation Process (CEP)



SEATTLE-TACOMA INTERNATIONAL AIRPORT

Submittal Checklist

Please complete this checklist and **insert it as page one of your submittal**. Please ensure that you have reviewed and submitted all of the necessary information in your proposal as indicated in the checklist below. Please refer to the Submittal Instructions section of the CEP document for specific instructions for the documents that must be submitted.

Check	CEP Documentation	Proposer Action
<input type="checkbox"/>	CEP Document	Reviewed
<input type="checkbox"/>	Cover Letter	Submitted
<input type="checkbox"/>	Submittal for Sections One through Seven	Reviewed and Submitted with Proposal
<input type="checkbox"/>	Exhibit 1 – Passenger Airlines Operating at Sea-Tac	Reviewed
<input type="checkbox"/>	Exhibit 2 – Passenger Traffic Summary	Reviewed
<input type="checkbox"/>	Exhibit 3 – ADR Historical Sales Performance	Reviewed
<input type="checkbox"/>	Exhibit 4 – Draft Lease and Concession Agreement	Reviewed
<input type="checkbox"/>	Exhibit 5 – Lease Outline Drawing(s)	Reviewed
<input type="checkbox"/>	Exhibit 6 – Capital Investment Form	Reviewed and Submitted with Proposal
<input type="checkbox"/>	Exhibit 7 – Financial Offer Form	Reviewed and Submitted with Proposal
<input type="checkbox"/>	Exhibit 8 – Proforma Statement	Reviewed and Submitted with Proposal in pdf and Excel formats
<input type="checkbox"/>	Exhibit 9 – Operating a Concession Business at Sea-Tac	Reviewed
<input type="checkbox"/>	Exhibit 10 – Submittal Checklist	Reviewed and Submitted with Proposal
<input type="checkbox"/>	Port of Seattle's Airport Dining and Retail Design Guidelines	Reviewed
<input type="checkbox"/>	Port of Seattle Tenant Design and Construction Process Manual	Reviewed
<input type="checkbox"/>	Tariff Utility Rates	Reviewed



Cover Letter

1. Date: February 22, 2016
2. Lease+Concession Agreement Name: BF Foods LLC – LeeAnn Subelbia
3. CEP Stated Interest Space: CT-16 Central Terminal
Casual Dining Restaurant – Live Music
Encouraged
Single Unit 6
4. Contact Person: LeeAnn Subelbia, Owner
Telephone: 206.571.4545
Address: 10128 Rainier Avenue South
Seattle, WA 98178
Email: Filofoods@hotmail.com

SEATAC AIRPORT CEP – FOOD SERVICE – SINGLE UNIT 6
BF FOODS LLC



Section One

1. Ms. Subelbia has over thirty-five years of experience in the food service industry, specifically related to serving the needs of air travel patrons.

Ms. Subelbia began her career in 1980, joining Host-Marriott as an assistant manager. During her tenure with Host-Marriott, Ms. Subelbia was promoted several times and by the time she started her own entrepreneurial efforts, she was an assistant general manager for HMS Host. At that point, Ms. Subelbia oversaw and managed approximately twenty-five food service concepts, led a ten-person management team, and was responsible for 300 associates. The overall sales volume topped \$40 million.

Currently, Ms. Subelbia owns and operates three restaurants at Seatac International Airport:

- Two units of Great American Bagel and Bakery (on A and D Concourses), with combined annual sales exceeding \$3 million.
- Big Foot Food and Spirits (at North Satellite), a full service restaurant with annual sales exceeding \$3.5 million.

Ms. Subelbia's company is a certified Airport Concession Disadvantaged Business Enterprise (ACDBE).

Throughout the history of her business with the Port of Seattle, Ms. Subelbia has maintained a good standing relationship with Seatac International Airport.

2. Company Information:
BF Foods LLC
10128 Rainier Avenue South
Seattle, WA 98178
Telephone: 206.571.4545
Email: Filofoods@hotmail.com
Website: www.Bigfootfs.com

3. Business Entity:

Ms. Subelbia is the sole owner of BF Foods LLC.

Articles of Organization and State Certificates attached to this document.

Other DBA names in the past five years: FiloFoodsLLC, Stonehouse LLC, and Bigfoot Food and Spirits LLC.

All of Ms. Subelbia's companies have been authorized to operate in the State of Washington.

Ms. Subelbia's companies have operated at Seatac International Airport for the past twelve years.

4. Funding:

Tenant improvement and working capital funds will be provided by Ms. Subelbia. A small business loan from US Bank may contribute to the necessary funds. Ms. Subelbia and her company have a long standing and exclusive relationship with US Bank.

5. Employees:

Over the past twelve months, Ms. Subelbia's companies have employed approximately fifty full time and fifteen part time employees. Additionally, her non-Seatac restaurant, Stonehouse Café, employs twenty people in Seattle.

6. Ms. Subelbia started Filo Foods LLC in 2004 with her daughter, who maintains forty percent ownership, with Ms. Subelbia, who maintains sixty percent ownership.

In 2008, Ms. Subelbia started BF Foods LLC, often referred to as Big Foot Food and Spirits. Ms. Subelbia maintains one hundred percent ownership of BF Foods LLC.

Neither Ms. Subelbia nor her companies have judgements or pending judgements against them.

Neither Ms. Subelbia nor her companies have declared bankruptcy.

The only legal matter which Ms. Subelbia has been part of is involvement with Local Proposition One, which had significant impact on all concession businesses at Seatac International Airport. Working alongside Alaska Airlines and the Washington State Restaurant Association, Ms. Subelbia represented the small business owner in an effort to illustrate the potential overall effects of the legislation.

7. Ms. Subelbia's businesses are Washington State certified ACDBE.

8. Company Experience:

Ms. Subelbia's experience spans over forty years. As a high school student, she started in the industry as a waitress for Allied Foods. Soon she moved into management positions while attending university.

Ms. Subelbia's experience with Seatac International Airport dates back thirty five years, beginning with Host-Marriott, which eventually became HMS Host. After twenty three years as an employee, Ms. Subelbia left HMS to open her own business in 2004 after becoming certified as a Washington State ACDBE.

As a subtenant to HMS Host, Ms. Subelbia owns and operates three food establishments at Seatac International Airport. Two of the locations are quick service and the third is a full service restaurant.

Additionally, Ms. Subelbia owns and operates the Stonehouse Café in Seattle, a popular neighborhood full service restaurant which also features musical entertainment.

Relevant Operations:

The Great American Bagel and Bakery on Concourse A is approximately 859 SF.

The Great American Bagel and Bakery on Concourse D is approximately 890 SF.

Big Foot Food and Spirits at the North Terminal is approximately 1600 SF

Please see below for business summary:

Relevant Operations:	SF	Sales Growth		Sales Growth	Avg Trans	Growth Rate @ 50% of Sales Growth			
			7.2%	30.6%					
The Great American Bagel and Bakery on Concourse A	859	2013	2014	2015	Avg 650 Trans a day				
Gross Sales	\$	1,573,692	\$	1,687,321	\$	2,203,776	2013	2014	2015
Sales/SF	\$	1,832	\$	1,964	\$	2,566	237250	245791	283397
Avg/transaction		6.63		6.86		7.78			
Rent	\$	198,305	\$	260,110	\$	248,309			
Lease terms									
Capital investments	\$	5,675	\$	9,547	\$	11,542			
			Sales Growth	Sales Growth	Avg Trans	Growth Rate @ 50% of Sales Growth			
			13.8%	39.9%					
The Great American Bagel and Bakery on Concourse D	890	2013	2014	2015	Avg 700 Trans a day				
Gross Sales	\$	1,717,353	\$	1,954,975	\$	2,735,080	2013	2014	2015
Sales/SF	\$	1,930	\$	2,197	\$	3,073	255500	273130	327482
Avg/transaction		6.72		7.16		8.35			
Rent	\$	198,152	\$	279,267	\$	311,435			
Lease terms									
Capital investments	\$	5,675	\$	9,547	\$	11,542			
			Sales Growth	Sales Growth	Avg Trans	Growth Rate @ 50% of Sales Growth			
			35.6%	-10.8%					
Big Foot Food and Spirits at the North Terminal	1600	2013	2014	2015	Avg 690 Trans a day				
Gross Sales	\$	3,782,129	\$	5,128,384	\$	4,575,182	2013	2014	2015
Sales/SF	\$	2,364	\$	3,205	\$	2,859	251850	256333	227367
Avg/transaction		15.02		20.01		20.12			
Rent	\$	566,741	\$	773,656	\$	669,659			
Lease terms									
Capital investments	\$	78,525	\$	1,572	\$	3,508			

9. References:

Business references:

Barry Dubnow- U S Foods
2204 70th Ave E. Suite 100
Fife, Wa. 98424
253-620-3801

Dan Bent- Bent on Foods LLC
5100 Dawson Street
Seattle WA. 98118
206-478-0460

Bank reference:

Sean Mc Hugh US Bank
10800 NE 8th Street
Bellevue, Wa. 98004
253-797-9705

10. Balance sheets and income statements:

Please see attached.

Net Income

Net Income

Net Income



Section Two

1. On April 30, 1991, at the corner of Blanchard Street and Second Avenue in Seattle's Belltown neighborhood, a legendary rock and roll venue opened its doors. The Crocodile Café's first show included sets from The Posies and Love Battery. During its early days, the Crocodile hosted a number of budding bands such as Nirvana, Pearl Jam, Mudhoney, and Alice in Chains. Through its storied history, a wide range of acts performed at "the Croc" as it was affectionately called. REM, Cheap Trick, The Presidents of the United States of America, and Robyn Hitchcock all played there.

The Crocodile was well known for its music but not for its food. This changed in 2009, when, after a year-long closure, a local entrepreneur purchased the business and embarked on a much needed remodel. Marcus Charles was interested in breathing new life into the worn venue by modernizing its amenities and its food offerings. Charles commissioned Italian craftsmen to build an authentic domed pizza oven and built a menu that revolved around authentic Neopolitan pizza. Charles is also owner of Local 360, a restaurant specializing in locally sourced, sustainable foods. He brought his food experience to the music scene and in turn revitalized an iconic music venue.

The Rock history embodied in the Crocodile is a part of Seattle's music history. As CBGB's is part of New York, the Crocodile is part of Seattle.

By offering local foods in the context of the Crocodile at Seatac International Airport, this concept will attract both music fans and food saavy travelers. Live music will be part of the experience, with a small stage near the storefront. A pizza oven will also be a focal point, providing not only the sight but also the smells of authentic Neopolitan pizza.

The Crocodile will offer an interesting and approachable space for a drink and music, or a full meal and music.

BF Foods LLC will enter into a franchise agreement with the Crocodile.

2. Menu and Pricing:

Since 1991, music fans have recognized The Crocodile as Seattle's best live music venue. The Back Bar has become a favorite neighborhood spot where we serve hot pizza and cold drinks 7 nights a week.

BREAKFAST\$11

Egg & Cheese Pizza

Bacon, egg, & cheese Pizza

Sausage, Egg, & Cheese Pizza

Chorizo , Egg, & Cheese Pizza

Breakfast Sandwich

WOOD FIRED PIZZAS

PERSONAL HAND-TOSSED PIZZA\$11

CLASSIC CHEESE

Motzzarella. Lots of it.

Classic Pepperoni

Pepperoni & Motzzarella

Classic Hawaiian

Pineapple, ham, motzzarella.

Carnivore

Pepperoni, ham, sausage, motzzarella.

Vegetarian

Black olives, onions, garlic, mushrooms, green pepper, motzzarella.

Croc-hERITA

Garlic olive oil base, tomato, garlic, light motzzarella.

Hot & Spicy

Pepperoni, jalapeño, mozzarella

BBQ & BLUE

BBQ base, chicken breast, red onion, blue cheese crumbles, mozzarella

THE CLUB

Garlic olive oil base, chicken breast, bacon, tomato, red onion, mozzarella

BUILD YOUR OWN PIE \$11

Choice of Base: Marinara, garlic, olive oil, or BBQ sauce.

Choice of Cheese: Mozzarella, parmesan, or blue cheese.

Toppings:

Veggie Toppings: Black olives, red onions, mushrooms, green pepper, pineapple, tomatoes, artichoke hearts, roasted garlic, fresh garlic, jalapenos, or peprochini.

Meat Toppings: Pepperoni, ham, Italian sausage, bacon, chicken, or anchovies.

SALADS

Caesar Salad \$7

Crisp lettuce, shaved parmesan cheese, anchovies, housemade croutons, a lemon wedge, Caesar dressing.

Green Side Salad \$7

Crisp lettuce, roma tomatoes, black olives, mushrooms, mozzarella, housemade cruotons.

Croc Top \$8

Crisp lettuce, grenn pepper, red onion, pepperoni, chicken breast, shaved parmesan, & housemade cruotons.

Croc Cobb \$8

Crisp lettuce, roma tomatoes, chicken breast, bacon, shaved parmesan, & housemade cruotons.

Meatball Sandwich.....\$9

CHEESE BREAD

GARLIC CHEESE BREAD..... \$6.00

Served with a side of marinara or ranch dipping sauce..

* Add any pizza topping to your cheese bread. \$1 each additional topping.

Kids Menu:.....\$8

Mini pizza any style they like, apple slices, & Soda.

3. Licensing Agreement:

Please see attached.

LICENSING AGREEMENT

This Agreement is by and between Foodie 1, LP, a Washington limited partnership, **d.b.a. The Crocodile** (“The Crocodile”) **and LeeAnn Subelbia**, of Seattle, Washington, and/or an entity owned in whole or in part by LeeAnn Subelbia, (“Licensee”)(The Crocodile and Licensee collectively referred to as the “Parties”).

RECITALS

- A. The Crocodile is a bar and music venue hosting a wide musical range of up & coming local, national and international talent, serving as a venue for showcases, private events and fundraisers. The Crocodile’s Back Bar serves hot pizza and cold drinks, with a programming venue including intimate local shows, burlesque, bingo, DJ nights, and evening karaoke.
- B. The Crocodile owns the right to use and grant a limited license for the use of the “The Crocodile” trademark, tradename, related trademarks or trade names, or other intellectual property (“Intellectual Property”), and systems as it relates to food and beverage sales including cooking, preparing through its trademark a variety of pizza inspired food products, beer and liquor items, which systems may include, but shall not necessarily include, the use of trade secrets, specialized cooking equipment, stylized premises, menus, food containers, trade dress, slogans, uniforms and identification schemes for use exclusively at the Seattle International Airport.
- C. Separate from above, the Crocodile also sells branded merchandise in the form of T-shirts, hats, and other memorabilia.
- D. Licensee desires to be licensed by The Crocodile to use The Crocodile system and trademark as they relate to food and beverage operations.
- E. Licensee and The Crocodile desire to sell memorabilia together at the Seattle International Airport.

For good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Use of Trade Name at SeaTac Airport.** The Crocodile grants Licensee the limited right to use its trade name/trademark “The Crocodile” and use of The Crocodile trade dress, recipes, and food items, for food and beverages as sold in restaurants and non-traditional locations bearing its name “The Crocodile,” as well as other similar recipes developed by The Crocodile, in a bid and/or presentation to the Port of Seattle and in the conduct of a food and beverage concessionaire lease or sublease in SeaTac International Airport.

Future airport expansion is available and will be agreed to on a project by project basis as governed by section 9. The Crocodile will make all good faith efforts to work the Licensee in any future airport expansion.

2. **Fee for Right to Use Trade Name/Trademark.** For the privilege of using The Crocodile trade name/trademark in a presentation to and the right to operate a food and beverage concession in the Port of Seattle Sea-Tac Airport shall pay to The Crocodile a one-time fee of Five Hundred Dollars and No Cents (\$500.00), said payment due within ten (10) days of the date of execution of this Agreement by the representative of The Crocodile.

License Fee. In the event Licensee's bid for a food and beverage concession is accepted by the Port of Seattle and such accepted bid includes the use of The Crocodile Intellectual Property, then Licensee agrees to pay, to the Crocodile, three percent (3%) of gross sales ("Percentage Payments"). The Percentage Payments shall be paid to The Crocodile within forty-five (45) days from the end of each month, which payment shall be delivered with a statement reflecting the gross sales generated during the applicable month. The Crocodile shall be entitled to an accounting from The Crocodile for all monthly obligations which it is entitled to receive hereunder and shall have the right once every quarter, with two business days' notice, to inspect Licensee's records, books of account and tax returns and to conduct at least once a year, with two business days' notice, at The Croc's sole expense, an independent audit of the same.

3. All physical branded merchandise and memorabilia will be sold at the suggested retail price and sourced from The Crocodile. All merchandise will be priced as such that The Crocodile and the Licensee will share equally in the gross profit. By way of example, if the hard cost of a Crocodile T-Shirt is \$5.00, the Crocodile will wholesale said T-shirt to the Licensee for \$10.00 and the suggested retail price will be \$15.00 so that both The Crocodile and the Licensee make equal gross profit off of the sale of branded merchandise. The Crocodile shall set the merchandise and memorabilia pricing levels in its sole discretion.
4. **Gross Food and Beverage Sales.** Gross sales is defined as total dollar receipts and amounts from all food and beverage sales less discounts and applicable sales tax made in the premises operating under The Crocodile license, but shall not include, any sums collected from customers for any sales, retail occupation, or excise taxes imposed by any duly instituted governmental authority, or service charges, if such amounts are added to the sales price for the merchandise and services made by the Licensee, or any assignee or designee, and less licensing fees of performing rights organizations.

5. **Operating Assistance.**

- A. **Operating Advice and Training.** Furnish operating advice and train Licensee and her staff, on a continuing basis through its representatives as The Crocodile deems necessary, and/or as the Licensee may request (but not more than three times per month for the first quarter of operation, and once a month for the remainder of the first year) including but not limited to staffing, management training, methods and procedures for the menu, preparation and serving of the food and beverages, as well as the recipes for such food and beverages, as sold in restaurants and non-traditional locations bearing the name The Crocodile, as well as other similar recipes developed by The Crocodile.
- B. **Design, Plans and other Specifications.** Provide Licensee with standard design and other plans and specifications for equipment, furnishings, décor, layout, and exterior and interior signage.
- C. **Operating Manual.** Furnish Licensee with a copy of The Crocodile operating manual, if any, and from time to time provide Licensee with modifications and additions to such manual.
- D. **Purchasing and Sourcing Talent Guidance.** Provide purchasing guidance for inventory, supplies, materials, equipment and services used in connection with The Crocodile restaurants, as well as guidance sourcing and contracting with musical talent. Introduce Licensee to intellectual property owners of the artwork used in the décor by the Crocodile.

E. **Accounting and Business Procedures.** Recommend such accounting and business procedures that The Crocodile believes may be of value to the Licensee.

6. **Protection of Intellectual Property.** The Parties recognize the importance of the protection and maintenance of the quality image and reputation associated with the name The Crocodile. In furtherance of that objective, so long as this Agreement remains in full force and effect, The Crocodile shall approve reasonable standards of operation and service of the Licensee, including the issuance of guidelines with respect to the form, content, image and style of advertising materials, including signs and signage, and the standardized use of The Crocodile trademark. Licensee agrees to conform to such standards, methods, guidelines, and procedures, and agrees to instruct and keep its employees and staff fully informed of all such methods and procedures as from time to time may be instituted by The Crocodile. Licensee acknowledges that the trademark/tradename and the business reputation and methods of The Crocodile have considerable value and Licensee shall follow the directions and recommendations of The Crocodile in using its Intellectual Property.
7. **Term.** The licensing Agreement shall commence on the airport authority's written acceptance of the concessionaire bid and shall expire Ten (10) years from the opening date of the food and beverage concession, or immediately upon the concession ceasing active retail operations within the airport. Licensee may extend this Agreement by Ten year terms with ninety (90) days' prior written notice to The Crocodile or its successors or assigns. This Agreement shall expire immediately in the event the airport authority rejects Licensee's concessionaire bid or terminates Licensee's authority to operate within the airport. This Agreement shall expire if the airport authority does not accept Licensee's bid within 180 days of Licensee's bid submission or within 180 days of the date this Agreement is executed by the representative of The Crocodile, whichever comes first.
8. **Additional Locations.** Licensee must deliver no less than three months' written notice of her intent to bid on and operate any additional locations in an airport located within the United States or United States territories making use of The Crocodile Intellectual Property.
9. **Limited Noncompete and First Right of Refusal.** The Crocodile grants Licensee the exclusive, protected territorial rights in the Port of Seattle's SeaTac Airport ("Protected Area") to use The Crocodile trade name, trade secrets, trade dress, and other recipes, procedures and methods. The Crocodile agrees not to directly or indirectly own or operate a restaurant or non-traditional location and shall not franchise or license to any other person, or business, to own or operate The Crocodile style restaurant or non-traditional location within the Protected Area.

Crocodile will also give Licensee first right of refusal in taking the Crocodile concept to other Airports so long as Licensee makes a good faith determination it is willing and able to operate a location at such airport. Licensee shall send Crocodile notice of Licensee's intent to exercise first right of refusal within thirty (30) days from (a) airport operator publishing and making available to the public a Request For Proposals, Request For Bid, or their equivalent, (b) being offered a direct lease by the airport or private facility operator, whichever occurs first. If The Crocodile receives a licensing or similar offer from a third party for another airport location, it shall notify Licensee and Licensee shall have 30 days or the response period specified by The Crocodile (whichever occurs first) to provide written confirmation it will match the offer terms for the location. However, Crocodile, its owners, representatives, and

employees will not share any information obtained from Licensee in connection with this Agreement or related to the Licensee's services with a third party that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary including but not limited to all information relating to the Licensee's technology, services, prospects, vendors techniques, ideas, research, testing, contracts, opportunities methods procedures, know-how, trade secrets, customers, business plans, marketing, activities and finances, that become known to the Crocodile through disclosure, observation or otherwise. This nondisclosure obligation shall survive the term of this Agreement.

Crocodile will not solicit other Licensees for operations within Airports and the Crocodile grants Licensee an exclusive license at SeaTac International Airport.

10. **Advertising and Marketing** The Crocodile agrees that Licensee may use The Crocodile trademark(s) to advertise and market the food and beverage products prepared using The Crocodile methods, procedures and recipes in accordance with this Agreement.
11. **Assignment and Notice.** The rights, duties or interests under this license may not be assigned without the other party's prior written consent, except that LeeAnn Subelbia may assign any and all of her interest to an entity owned wholly or partially by LeeAnn Subelbia. The parties agree to provide the other with their current mailing address and phone numbers within ten (10) business days of any changes.
12. **Termination.** In the event one of the Parties materially defaults a term of this License, then the other Party may terminate this License with sixty (60) days prior written notice, subject to thirty days right to cure such default.
13. **Training.** The Crocodile agrees to provide mutually-agreed training to Licensee and her staff for activities related to the use of the license granted herein. Licensee shall pay all traveling expenses, living expenses, and any other personal expenses for themselves and managers if training outside of the Greater Seattle area. Licensee shall pay all of The Crocodile's reasonable traveling expenses and provide room and board for authorized representatives of The Crocodile if Licensee opts for training of personnel to be outside of the Greater Seattle area.
14. **Equipment and Construction.** Licensee, at Licensee's sole expense, shall purchase, install and/or construct all equipment and/or improvements specified in The Crocodile standard plans and specifications or as reasonably advised by The Crocodile, and such other improvements as The Crocodile may reasonably direct from time to time in its operating manual or as reasonably directed in writing to Licensee. Licensee shall obtain all applicable permits and licenses, at Licensee's sole expense.
15. **Independent Contractor** Licensee is and shall at all times remain an independent contractor and shall not make any representations or take any action which might establish any apparent relationship of agency, joint venture, partnership or employment with The Crocodile and The Crocodile shall not be obligated in any manner by any agreements, warranties or representations made by the Licensee to third persons. Licensee shall at all times be solely responsible for all

hiring and security decisions at the premises where Licensee shall use The Crocodile system and intellectual property.

16. **Quality Assurance Audits.** The Crocodile, in its sole discretion and expense, may conduct and document quality assurance and brand adherence audits twice a year, with twenty-four hour prior notice to Licensee. If such inspection reveals any deficiency or unsatisfactory condition with respect to any aspect of the procedure or method of preparing The Crocodile recipes or any other aspect relating to the Intellectual Property then Licensee shall diligently take reasonable steps to correct or repair such deficiency or unsatisfactory condition, if it is correctable or repairable. The Crocodile shall protect the value of its tradename by auditing and enforcing quality assurance on other licensees.

17. **Warranty of Authority.**

- A) Licensee warrants she may enter into this Agreement with The Crocodile and satisfy the contractual obligations of the same, that this Agreement will not violate any contractual obligation with a third party, and that she shall defend and hold The Crocodile harmless from liability and expense if a third party claims the contrary.
- B) The Crocodile warrants it is the developer and the sole and exclusive owner of the right to license the intellectual property and proprietary recipes under which food and recipes are sold to the public under the trade name The Crocodile, as well as the methods and procedures for the preparation and serving of such food and beverage products, and the confidential recipes for these food and beverages, that it owns the tradename The Crocodile, and that this Agreement will not violate any contractual obligations with a third party, and it shall defend and hold Licensee harmless from liability and expense if a third party claims the contrary.
- C) The parties warrant that the person executing this Licensing Agreement has the authority to bind the represented party to the obligations of this licensing agreement and that this Agreement will not violate any contractual obligations with a third party, including but not limited to its investors or limited partners, and that it will defend and hold Licensee, successors and/or assigns, harmless from liability and expense if a third party claims the contrary.

18. **Hold Harmless.** Licensee, at its sole expense, shall defend and hold The Crocodile, its affiliated companies, officers, owners, investors, employees, and agents (“Related Parties”) harmless from any and all liability or expense arising from any claim, demand, action, suit, or other proceeding resulting from or connected with the operation of a food and beverage concession or music venue by the Licensee or the Licensee’s employees or agents, and the Licensee shall fully indemnify The Crocodile and its related parties for any related loss sustained. The Crocodile, at its sole expense, shall defend and hold the Licensee and Related Parties harmless from any and all liability or expense arising from any claim, demand, action, suit, or other proceeding resulting from liabilities to third parties or connected with its operations or business in which Licensee has no ownership interest.

19. **Resolution of Disputes.** The parties shall first attempt to resolve disputes in connection with this Agreement that cannot be amicably settled, including its existence and validity, by mediation. If attempts to settle disputes cannot be settled by mediation, then the Parties agree to participate in arbitration, but can enforce the arbitration decision in court. The Parties shall mutually agree upon a mediator and/or arbitrator; if they cannot agree then the mediator or arbitrator shall be appointed by the Seattle office of JAMS. All disputes shall be resolved in King County, Washington,

applying Washington law, and the prevailing party in any arbitration and/or court action to enforce an arbitration award shall be entitled to its legal costs, expert fees, and reasonable attorney fees..

- 20. Successor, Heirs or Assigns.** Licensee shall have the right to assign her rights to another entity owned in whole or in part by LeeAnn Subelbia and/or her beneficiaries/heirs or successors, and the rights granted under this Agreement authorize Licensee's use by more than one entity, so long as such entity is owned in whole or in part by LeeAnn Subelbia and/or her beneficiaries/heirs or assigns, and the License may be used in more than one location, so long as located at Seattle International Airport, with The Crocodile's prior written consent. Upon the death or incapacity of the controlling owner of an entity, if Licensee is an entity, then this Agreement will continue in effect provided the active management of the licensed entity(ies) continues in a manner which fully and completely complies with all of the terms of this Agreement.
- 21. Entire Agreement** This Agreement contains all terms, promises, conditions and representations, made or entered into by and between the parties and supersedes all prior discussions, agreements and memos, whether written or oral between and is the entire understanding of the parties and can only be changed in a writing signed by all parties.

/SIGNATURE PAGE TO FOLLOW/

By signing below, the parties executing this Agreement acknowledge they have read, understand and agree to the terms of this Licensing Agreement.

Foodie 2, LP DBA The Crocodile

By, _____ Date
Printed Name:
Title: _____

Adam Wakeling _____ **Date**

Witness to Adam Wakeling's execution of this Agreement _____ **Date**

Printed Name _____

Address _____

City/State _____

Phone number _____

LeeAnn Subelbia _____ 02/19/2016

LeeAnn Subelbia _____ **Date**

Daniel L Bent _____ 02/19/2016

Witness to LeeAnn Subelbia's execution of this Agreement _____ **Date**

Printed Name _____ LeeAnn Subelbia

Address _____ 10128 Rainier Ave S

City/State _____ Seattle, WA

Phone number _____ 206-571-4545

By signing below, the parties executing this Agreement acknowledge they have read, understand and agree to the terms of this Licensing Agreement.

^{1 (one)}
Foodie 2, LP DBA The Crocodile

Adam Wakeling 2-19-16
By, _____ Date
Printed Name:
Title: General Partner

[Signature] 2-19-16
Adam Wakeling _____ Date

Josh Saenger 2/19/16
Witness to Adam Wakeling's execution of this Agreement _____ Date

Printed Name Josh Saenger
Address 229 1st Ave N
City/State Seattle, WA
Phone number 206-660-4573

LeeAnn Subelbia 02/19/2016
LeeAnn Subelbia _____ Date

Daniel L Bent 02/19/2016
Witness to LeeAnn Subelbia's execution of this Agreement _____ Date

Printed Name LeeAnn Subelbia
Address 10128 Rainier Ave S
City/State Seattle, WA
Phone number 206-571-4545



Since 1991, music fans far and wide have recognized the Crocodile as Seattle's best live music venue.

There is no other spot in the North West with such a storied and beloved past, and no other rock and roll venue that has earned its right to occupy the hearts of so many.

Countless incredible bands played within the walls of Belltown's much loved living room including: Nirvana, Pearl Jam, Cheap Trick, R.E.M., Mudhoney, and Yoko Ono.

The venue's abrupt closure in December 2007 broke many a heart, and it is safe to say that people felt a piece of Seattle had died. But after months of renovations and reconstruction, the mighty Crocodile reopened in March 2009.

Today

We regularly host a vast range of up & coming local, national and international talent. Hip-hop, rock, electronic, folk, singer/songwriters, metal, punk, and avant-garde. We also serve as a venue for showcases, private events and fundraisers.

We've been honored to host Beastie Boys, Ben Gibbard, Macklemore, Zola Jesus, Ben Harper, Alabama Shakes, Jessie Ware, Emile Sandi, Battles, First Aid Kit, Dick Dale, Balkan Beat Box, Gaslight Anthem, Bombay Bicycle Club, Talib Kweli, Gary Clark Jr., The Ting Tings, Alt-J, Cam'Ron, Walking Papers, El Ten Eleven, Toro Y Moi, G-Eazy, Wood Brothers, Death Grips, The Coup, Divine Fits, Ariel Pink, Walking Papers, Hoodie Allen, Tom Morello, Social Distortion, Hadag Nahash, Our Lady Peace, Austra, Black Joe Lewis, Destroyer, Eugene Mirman, Grace Potter & the Nocturnals, Minus the Bear, Lucero, Black Happy, Thee Oh Sees, Neon Indian, Explosions in the Sky, Grynch, Allen Stone, Wye Oak, The Lonely Forest, Meat Puppets, The Melvins, Doomtree, The Head and the Heart, Cults, Joy Formidable, Pains of Being Pure at Heart, Tune-Yards, Starfucker, Thee Satisfaction, Nada Surf, Hieroglyphics, Kulture Shock, and so many more incredible artists.

The Back Bar has become a favorite neighborhood spot where we serve hot pizza and cold drinks seven nights a week. There is venue programming seven nights a week as well.

When there's not killer shows in the showroom, we host back bar events including intimate,

sweaty local shows at a \$5 cover, burlesque, happy hour bingo, DJ nights, and Tuesday night karaoke.

Our online calendar has a full listing of upcoming events as well as more general info on the venue. We're proud and honored to have been a part of Seattle's music and nightlife scene for so long and excited about all of the shows to come.

Keep on Rockin in the Free World.





Section Three

1. An established music venue such as the Crocodile automatically conjures up images of rock and roll, musicians on stage, fans in the audience. The space itself, however, is equally important in setting the tone and mood. The materials used, lighting levels maintained, and equipment highlighted, will all contribute to the Crocodile's sense of place at Seatac.

Design Vision:

The Design intent of The Crocodile at Seatac is to recall some of the historical elements found at the original Crocodile in Seattle's Belltown. References to Seattle's place in rock and roll history will coexisting with the elements that illustrate the Crocodile's continuing evolution as a venue for established AND up and coming artists and music forms.

Base:

The use of textures, such as wood and steel wall panels, and polished concrete floors will provide the background for layers of historical, musical, and design elements.

Layers:

Wood – salvaged or reclaimed wood will be used to clad walls and to recall the industrial nature of the original venue. The bar will be constructed of wood, with a heavy layer of paint to capture a lacquered look.

Metal – steel panels with their natural patina will be used for cladding table tops.

Concrete – the existing slab will be polished and stained to a high level of finish.

Fabric – tall and deep leather booths will provide a comfortable and cozy club feel

Details:

The equipment integral to any music venue will be highlighted: speakers, booms, mixers, microphones, stage lights.

Artwork:

Venue and musician posters; concert date posters; autographed candid photos; large scale concert photos; and musician portraits will play a part in illustrating the rich history and vivid future of music in Seattle.

Floor Plan:

The floor plan will be configured to provide a variety of seating options including bar seating, standard table seating, booth seating, and counter seating. It will also feature a dedicated stage area to be seen and heard from the public corridor.
The restaurant will provide approximately 75 seats.

Lighting:

The lighting package will consist of energy efficient fixtures including directional heads to provide spot and dramatic lighting, directional downlights for subtle wall washing, chandeliers, and dedicated stage lighting.

2. Sustainability in Design:

An emphasis will be placed on the use of locally sourced materials, such as wood products from the Northwest. This may include surfaces made from reclaimed wood, use of locally harvested split timbers, and tile products made with recycled aggregates such as crushed concrete or glass.

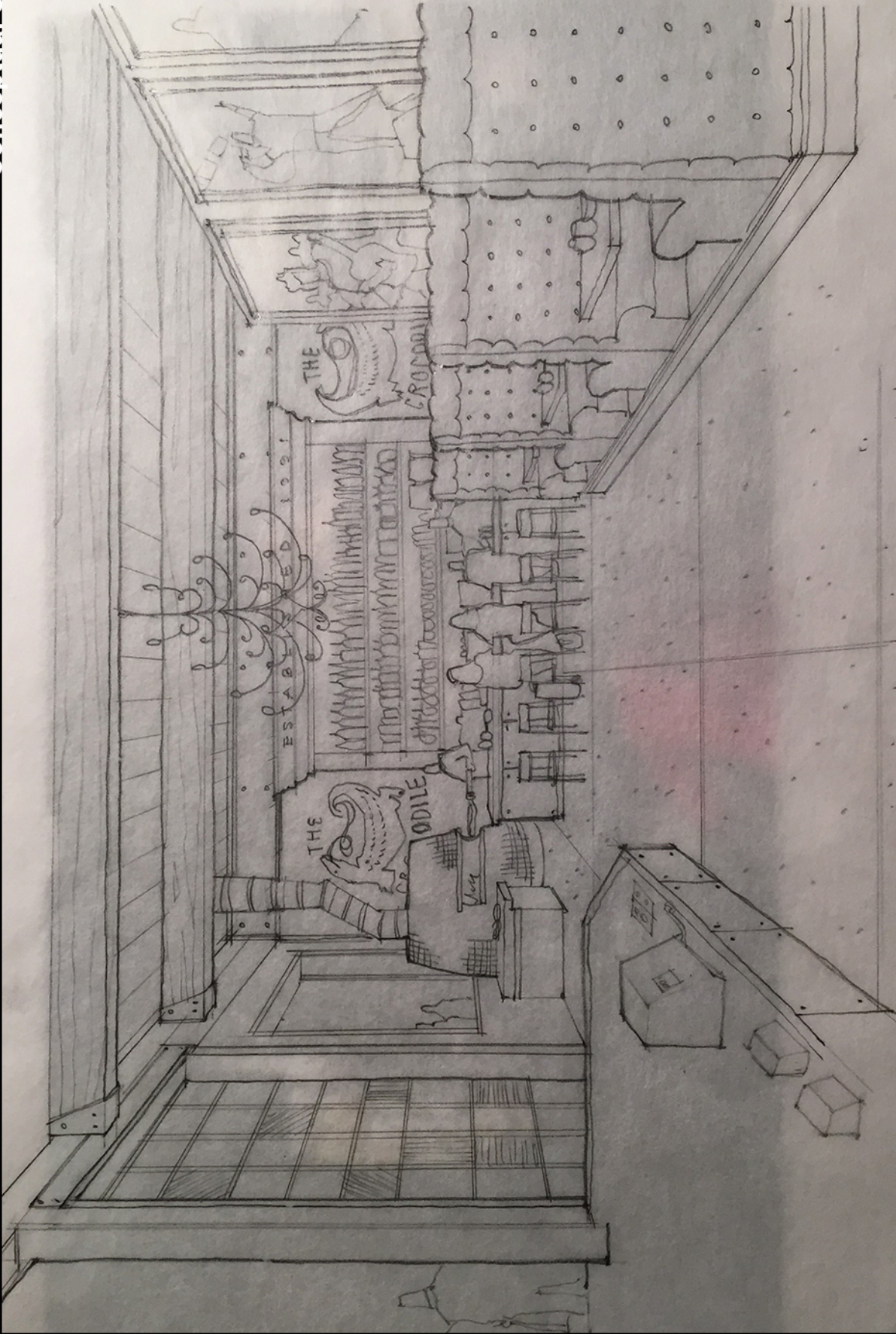
Low VOC materials will be used, meeting Port of Seattle standards as well as those of sustainable building practices.

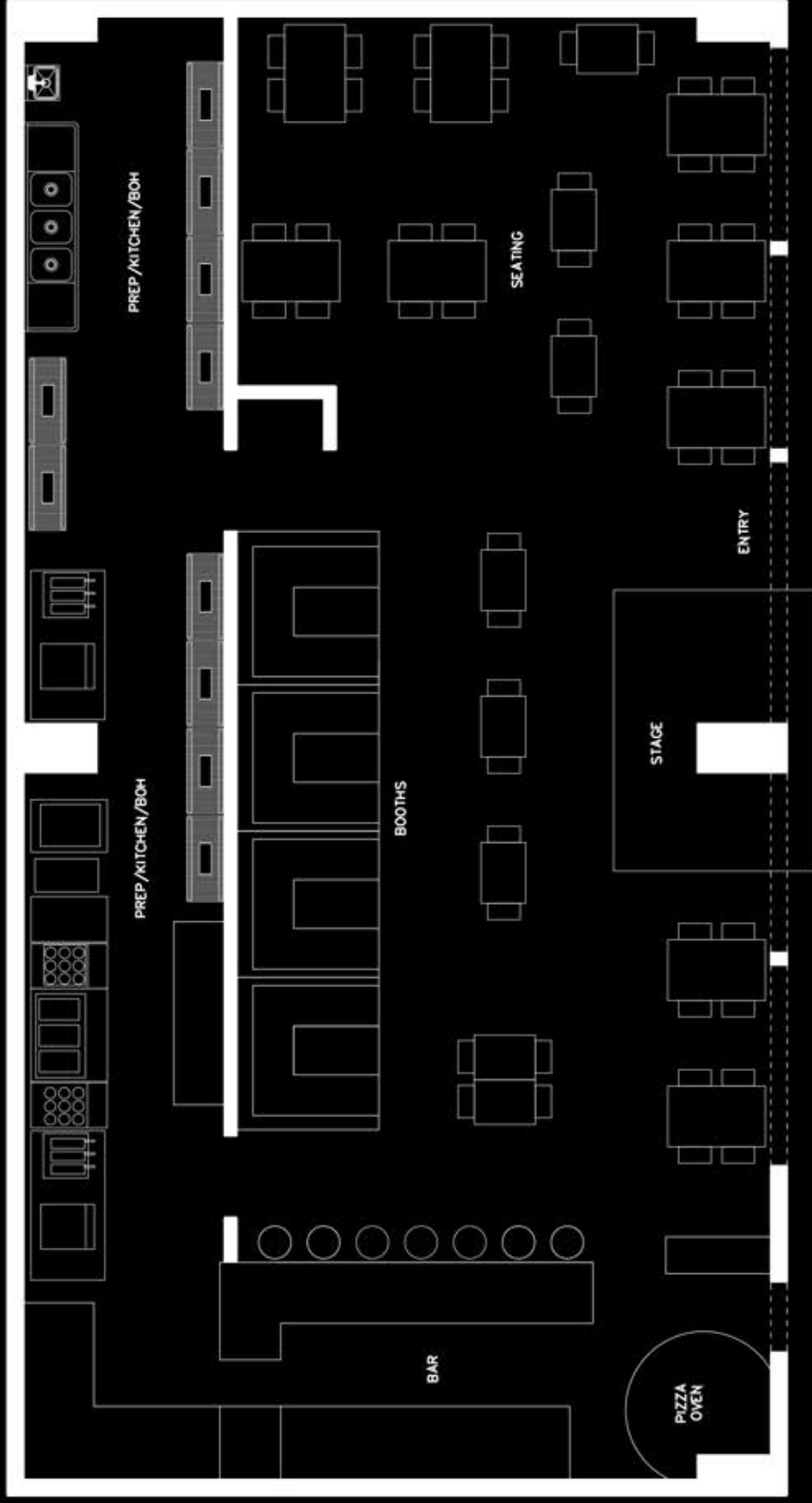
3. Capital Investment:

Please see attached.

RCW 42.56.230(5)

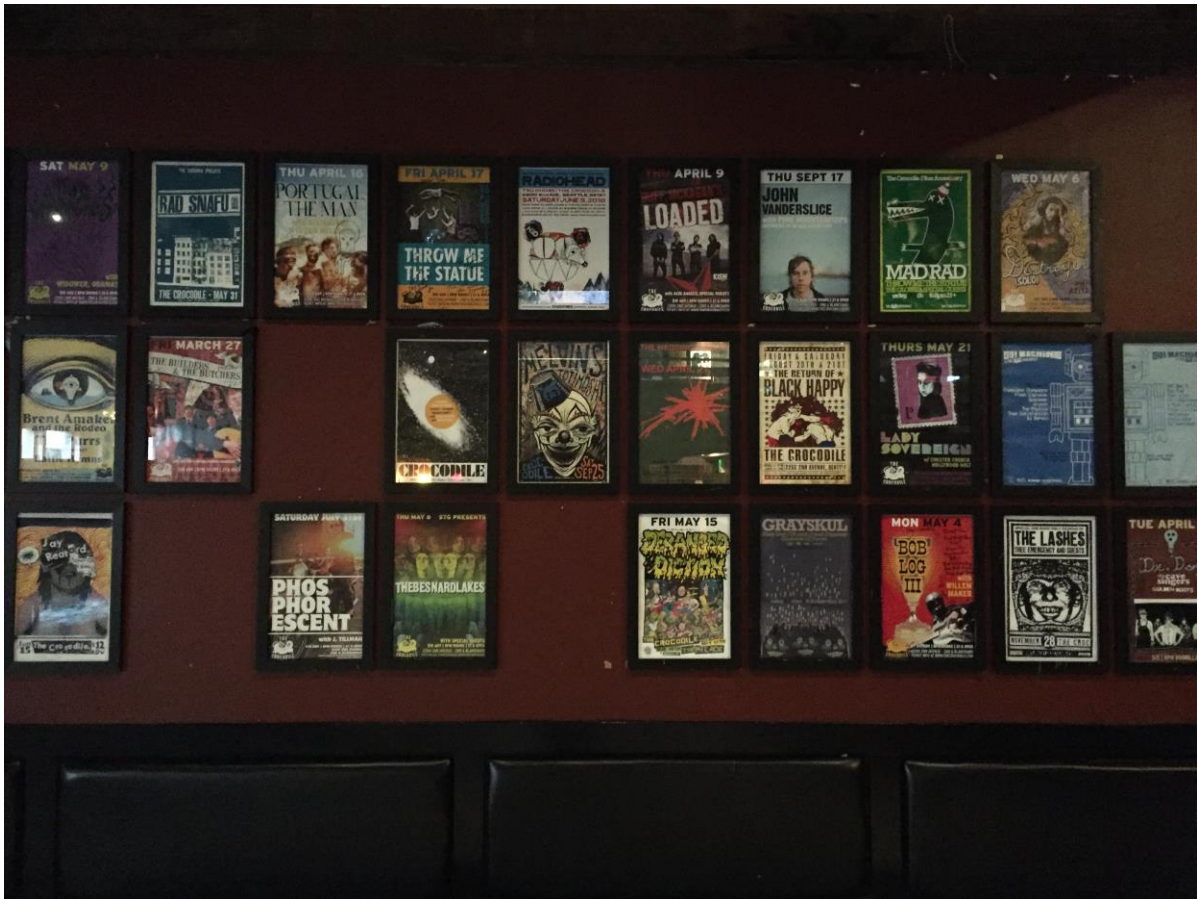
RCW 42.56.230(5)





SCHEMATIC FLOOR PLAN
THE CROCODILE AT SEATAC INTERNATIONAL AIRPORT
BF FOODS LLC









SEATAC AIRPORT CEP – FOOD SERVICE – SINGLE UNIT 6
BF FOODS LLC



Section Four

1. Proposed Percentage Rent Structure:

Please see attached.

Exhibit 7 Financial Offer Form

During each year of the term of the Agreement, for the right and privilege of operating and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Port beginning on the Rent Commencement Date, the greater of items 1 or 2 below:

- 1) One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) paid in advance, on the first (1st) day of the month. The MAG for the Initial Period is five hundred ten thousand dollars (\$510,000). For the second Calendar Year and each subsequent Calendar Year or partial Calendar Year during the Term, the MAG will be eighty-five percent (85%) of the total amount paid (whether by MAG or Percentage Fees) by Concessionaire to the Port for the previous Agreement Year, but no less than the prior year MAG.

OR

- 2) Proposed Percentage(s) of Gross Sales calculated as follows:

Flat Rate Percentage Fee of:

Annual Gross Sales	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
\$ <u>2 million</u>	<u>FOOD 10%</u> <u>LIQUOR 15.5%</u>	<u>see attached</u>

OR

Tiered Percentage Fee of: (Add tiers as necessary on a separate sheet of paper using this format.)

Annual Gross Sales	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Sales less than \$ _____	____%	
Annual Gross Sales greater than \$ _____ and less than \$ _____	____%	
Annual Gross Sales equal to or greater than _____	____%	

The Minimum Annual Guarantee and percentage fee will be reconciled annually, as set forth in the draft Agreement.

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the term of the Agreement.

ATTEST:


(Witness Signature)
Max Heigh

BF FOODS LLC
(Company Name)

BY: LeeAnn Subelbia
(Signature of Chief Financial Officer)

LeeAnn Subelbia
(Printed Name of Chief Financial Officer)

DATE: 2-19-16 Telephone No. 206 571-4545

2. Proforma:

Please see attached.

Crocodile									
Location	Seattle-Tacoma Intl. Airport								
Concepts	Crocodile								
To Open	6/1/2016								
Expires	12/31/2019								
(In Thousands of Dollars, except Statistical Data)									
	Base Case 2016							Assumptions	
Enplanements	42,290							Based off of 2015 Sea-Tac Intl. Airport Enplanement reports	
RPE	\$0.04							Based off of estimated \$1,650,000 sales first year	
Sales per Sq. Foot	\$540								
Sales per Labor Hour	\$38.39								
Sales									
Food & Non-alc Bev.	988								
Beer/Liquor/Wine	652								
Total	1650								
Cost of Good Sold									
Food & Non-alc Bev.	414							Based off of BF Foods Current Costs of 32.8% 2015 YTD	
Paper	58							Assumed 1.10% additional COGS for Incidentals	
Beer/Liquor/Wine	111								
Total	583							Based off of 10 full-time employees and 5 part-time	
								PT 10 40 400	
Payroll								PT 5 20 100	
Avg. hours per week	500								
Average Wage	15.24								
Hourly Wages	396							Based off of BF Foods Current Average wage rate	
Management Wages	45								
Benefits 28%	124								
Total	565							Management wages includes 1 Full Time manager	
Other Controllables	50								

Controllable Profit	453								
Investment Factors									
Contract Rent - Food	100							This based off of % Rent 10% for FOOD	
Contract Rent - Alcohol	101							This based off of % Rent 15.5% for ALCOHOL	
Depreciation	58							This is based off of BF Foods current reports	
Royalties	50							This is based off of Crocodile initial agreement	
Other Investment Factors	20								

Operating Profit	125								
OCF	194								
Investment									
Square Feet	1850							This is based off of estimated square footage	
Capex	1575							This is based off of reports and is itemized within the Building	
Cost per Sq. Foot	\$851							Contractor's reports.	

SEATAC AIRPORT CEP – FOOD SERVICE – SINGLE UNIT 6
BF FOODS LLC



Section Five

1. Management and Staffing:

BF Foods LLC has operated and plans to continue with the following structure for each establishment: One general manager and three store managers, covering all seven days of the week, from store opening at 5am to closing at 11pm.

A dedicated morning and night supervisor will be in place at each location.

Max Heigh, General Manager of BF Foods LLC and LeeAnn Subelbia, owner of BF Foods LLC are on call 24/7. We understand how important it is to be available at any time of day, for any reason. Seatac International Airport operates around the clock and we hold ourselves to similar expectations.

With thirty-five years of Seatac experience comes an understanding of how to operate under airport conditions. We fully understand the importance of staffing levels and the flexibility required to accommodate general flight delays, delays due to snow and ice, as well as rare complete closure, as we experience with 9/11.

The determination of staffing levels is also related to each individual concept. Our experience ranges from quick service to full service.

Our commitment to quality is evidenced by the implementation of regular Quality Assurance Audits. To maintain excellent customer service, product quality and well-maintained facilities, the audits are tied to our management bonus program. We reward excellent performance.

A monthly Customer Service Training program also helps us ensure a great experience for our customers.

Please refer to the attached copy of our Audit document.

To maintain our physical plant, we use daily/weekly/monthly cleaning lists for each shift. Maintenance lists include preventative work on drains, filters, hardware, etc.

BF Foods LLC has a very low employee turnover rate. The majority of our employees have been with us since store opening. This may be due to our company philosophy and goals as they relate to recruitment and retention. Our company environment is very diverse and we place high value on strong work ethics. We believe firmly in investing in our staff by not only finding the right person for the job, but also by training them properly, and providing leadership by example. We have the same expectations of ourselves as we do of our staff. In this work environment, our employees have the opportunity to grow within the company. We are a small family owned company and we treat our employees like family members

2. Operational Standards:



MANUEL D
CHRIS CANL
ZOSIMA GOI
BENEDICK B
NAJIYA PATI
CHERRY RO
TONY R

3. Environmental Philosophies:

We are very active and fully compliant with the airport's environmental practices. These practices include participation in the recycling program, composting, environmentally sensitive pest control, and the use of compostable service ware and plateware.



Section Six

1. Compensation:

BF Foods LLC is a strong supporter of employee continuity. Thirty-five years of experience in working at Seatac has shaped Ms. Subelbia's commitment to the wellbeing of her company's employees. Her companies have always paid wages that were equal to and mostly better than wages paid by companies affiliated with labor organizations.

During her time with HMS Host, Ms. Subelbia had much experience working with labor organizations and spent time at the negotiation table. She has an experiential understanding of both sides.

Due to her involvement with Proposition One, Ms. Subelbia clearly understands all the components to this complex issue. Without a doubt, Ms. Subelbia is not opposed to the idea of a "living wage". She believes, however, there are differences between large and small companies, and there are differences in types of jobs.

BF Foods LLC is in full compliance with Proposition One at Seatac International Airport. Currently, BF Foods LLC wages are at least \$15.24 per hour. Employees who are tipped are compensated at \$15.24 per hour plus their tips. Their average income is between \$60,000 and \$80,000 per year. Quick service employees also make tips and their average income is above \$40,000 per year.

BF Foods LLC provides medical benefits and 401K plans, with holiday and vacation pay.

In general BF Foods LLC employees are compensated at levels well above those of many companies which have organized labor. Many of those companies are still at state minimum wage levels.

We are committed to providing compensation to our employees, that meets or exceeds, any standards set forth, either legally, or bound by the industry we work in. We believe our employees are the backbone of our business. We currently do this.

2. Paid Time Off:
BF Foods LLC currently meets or exceeds Ordinance 13-2010.
3. Affordable Care Act Compliance:
BF Foods LLC provides medical, dental, and vision to all full time employees.
4. Employee Training:
BF Foods LLC uses certified trainers for all jobs within the company. Customer service and evaluation classes mandatory. Port Jobs provides these classes. Appropriately certified trainers will be used for new food services concepts to maintain high levels of service and quality.
BF Foods LLC believes in promoting from within. As such, we set up succession plans for employees who have an interest in moving up within the organization.
5. Employment Continuity Pool:
As a small company, BF Foods LLC may use this resource to hire labor. The hiring process is much easier when the candidates have had background checks and are already familiar with working at Seatac. Qualified employees are difficult to find – we see this as a valuable tool.
6. Service Continuity Assurances:
We understand that if awarded 4 or more units, the commission expects that the company will document good faith discussions with labor organizations. But we also understand that we pay a much higher wages,(\$6.00 higher), and give the same or better benefits to our employees, than Labor Organizations; Labor has the right at anytime to do a card check. At that time it is up to our associates to decide what is best for them.

SEATAC AIRPORT CEP – FOOD SERVICE – SINGLE UNIT 6
BF FOODS LLC



Section Seven

1. Qualification as Small Business:

BF Foods LLC qualifies as a small business under SBA standards.

Please refer to the attached Legal Entity Registration

Business Address:

10128 Rainier Ave S

Seattle, WA 98178

BF Foods LLC: Established in 2008

Filo Foods: Established in 2004

BF Foods LLC Average Annual Receipts : \$4,449,531.00

BF Foods LLC is organized as a profiting business

BF Foods LLC only does business in the USA, only uses American products, materials, and labor. In addition, BF Foods LLC pays federal, state, and city taxes as applicable

BF Foods LLC Federal Tax ID ; 26-1459758

BF Foods LLC is independently owned and operated. LeeAnn Subelbia is the only owner.

BF Foods LLC is not dominant in its field on a national basis. BF Foods LLC only operates at Seatac International Airport, currently with a total of three locations.

LEGAL ENTITY REGISTRATION

Unified Business ID #: 603 477 636
Business ID #: 1

Expires: 02-28-2017

BF FOODS, LLC
10128 RAINIER AVE S
SEATTLE WA 98178

Domestic Limited Liability Company
Renewed by Authority of Secretary of State

REGISTERED TRADE NAMES:
BIG FOOT FOODS AND SPIRITS

By accepting this document the licensee certifies that information provided on the renewal was complete, true, and accurate to the best of his or her knowledge, and that the company will stay in compliance with all applicable Washington State regulations.



Secretary of State

UBI NO.
603 477 636 1

EXPIRATION
02-28-2017

BF FOODS, LLC
10128 RAINIER AVE S
SEATTLE WA 98178

Please tear off this section and keep it with your records.

Note: This is not a Washington business license. The expiration date indicates when you will need to renew your corporation, limited liability company or Massachusetts trust in Washington State.

You may renew again at business.wa.gov/BLS after September 1, 2016. Use the new password: A4M4 3767. For security purposes the password changes each year after you renew.

Please read the information printed on the back side of this document. For business license information go to business.wa.gov/BLS or 1-800-451-7985.

2. Opportunities for Participation by Local, Small, or Disadvantaged Firms:

BF Foods LLC strongly supports local, small, or disadvantaged firms. As a family owned, small ACDBE business, we value the importance of the opportunities afforded to a diverse range of companies.

As part of the CEP submittals, BF Foods LLC is executing a licensing agreement with a local family owner small business.

BF Foods LLC will be purchasing from as many local small companies as possible. For example, part of our bakery products will be sourced from a locally owned, small bakery.

Ms. Subelbia has personally mentored many entrepreneurs in the area. Supporting their efforts in starting new businesses. She works with local youth groups, helping kids to realize their potential in developing and opening their own businesses, outlining the necessary starting steps.

The Design firm employed by BF Foods LLC for concept and architectural services is a small firm. Efforts will be made to ensure the same for the selected construction company.

Ms. Subelbia believes strongly in helping small companies grow, and this kind of spirit keeps our country alive and moving forward. Running a small business has its challenges, especially in an airport environment but there potential for great reward and being able to share that opportunity with other entrepreneurs is the best.