**Office of the City Clerk** **Kim Stanker, City Clerk**
**City of Ketchikan, Alaska** **Taylor Lee, Deputy City Clerk**

To: Mayor and City Council

From: Kim Stanker, City Clerk

Date: March 23, 2021

Subject: Liquor License Renewal Applications

**Beverage Dispensary:**

For: Cape Fox Lodge, LLC d/b/a Bar Harbor Ale House – Transfer of Ownership and Transfer of Location Applications

**Package Store:**

For: Cape Fox Lodge, LLC – Transfer of Ownership Application

**Restaurant or Eating Place:**

For: Cape Fox Lodge, LLC – Transfer of Location Application

Attached are:

(1) Memorandums from the Police Department indicating no objection.
(2) Memorandums from the Borough Revenue Office regarding sales tax.
(3) Memorandums from the Fire Department stating no objection.
(4) Memorandums from Planning and Zoning stating no objection.

**Recommended Motion:**

I move the City Council approve the following:

- Beverage Dispensary liquor license transfer of ownership and transfer of location application for: License No. 3213 – Cape Fox Lodge, LLC d/b/a Bar Harbor Ale House 55 Schoenbar Court, Suite 104, Ketchikan, AK 99901.
- Package Store liquor license transfer of ownership application for License No. 4057 – Cape Fox Lodge, LLC as a no premise, 800 Venetia Way, Ketchikan, AK 99901.
- Restaurant or Eating Place liquor license transfer of location application for: License No. 4142 – Cape Fox Lodge, LLC as a no premise, 55 Schoenbar Court, Suite 104, Ketchikan, AK 99901.

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community, and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 11, 2021

City of Ketchikan
Attn: Katy M. Suiter
Via Email: kims@ktn-ak.us
Cc: taylorl@ktn-ak.us

| | | | |
|---|---|---|---|
| **License Type:** | Beverage Dispensary | **License Number:** | 3213 |
| **Licensee:** | Cape Fox Lodge, LLC | | |
| **Doing Business As:** | Bar Harbor Ale House | | |
| **Premises Address:** | 55 Schoenbar Court, STE 104 Ketchikan 99901 | | |

☐ **New Application**
☒ **Transfer of Ownership Application**
☒ **Transfer of Location Application**
☐ **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under because of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application because the applicant's proposed licensed premises are in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,
*Nathanael D. Hall*
Nathanael D Hall
Occupational License Examiner
amco.localgovernmentonly@alaska.gov

## Taylor Lee

**From:** Joseph White
**Sent:** Friday, March 12, 2021 10:09 AM
**To:** Taylor Lee
**Subject:** Re: Liquor License Transfer of Ownership and Location Application

The police department has no objections

Thanks, Joe

Sent from my iPad

> On Mar 12, 2021, at 11:11 AM, Taylor Lee <taylorl@City.Ketchikan.Ak.Us> wrote:
>
> Hello everyone-
>
> Attached is a notification from the Alcohol & Marijuana Control Office for a transfer of owernship and transfer of location application for liquor license:
>
> Brewery –
>
> Package Store –
>
> Club –
>
>
> Restaurant/Eating Place –
>
> Beverage Dispensary – Cape Fox Lodge, LLC d/b/a Bar Harbor Ale House
>
> Please respond by March 25, 2021 in order to put it on the agenda for City Council consideration at the April 1, 2021 meeting.
>
> Taylor Lee
> Deputy City Clerk
> 334 Front Street
> Ketchikan, AK 99901
> 907.228.5604
> taylorl@ktn-ak.us<mailto:taylorl@ktn-ak.us>
> [logo]
>
> <image001.png>
> <3213 Bar Harbor Ale House City of Ketchikan LGB Transfer Notice 31121.pdf>
> <3213 Bar Harbor Ale House Transfer App all.pdf>

## Taylor Lee

**From:** Charlanne Thomas <charlannet@kgbak.us>
**Sent:** Friday, March 12, 2021 10:12 AM
**To:** Taylor Lee; Joseph White; Jonathan Lappin; Gretchen O'Sullivan; Corey Bingham; Andrew Berntson
**Cc:** Kim Stanker
**Subject:** RE: Liquor License Transfer of Ownership and Location Application

**CAUTION: External Email**
This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This business is current on all applicable taxes.

Thank you

*Charlanne J Thomas*
*Accounting Supervisor*
*Ketchikan Gateway Borough*
*1900 First Avenue, Suite 118*
*Ketchikan, AK 99901*
*(907) 228-6613*
*(907) 228-6698 fax*
*https://www.kgbak.us/*

**From:** Taylor Lee [mailto:taylorl@City.Ketchikan.Ak.Us]
**Sent:** Friday, March 12, 2021 9:11 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; Jonathan Lappin <jonathanl@kgbak.us>; Charlanne Thomas <charlannet@kgbak.us>; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Transfer of Ownership and Location Application

Hello everyone-

## Taylor Lee

**From:** Corey Bingham
**Sent:** Friday, March 12, 2021 11:06 AM
**To:** Taylor Lee
**Subject:** RE: Liquor License Transfer of Ownership and Location Application

Tylor,

The Building Division has no reason to recommend an objection.

Corey Bingham
Building Official
(907) 228-4737
coreyb@ktn-ak.us

City of Ketchikan

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Friday, March 12, 2021 9:11 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Transfer of Ownership and Location Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for a **transfer of owernship and transfer of location application** for liquor license:

**Brewery –**

**Package Store –**

**Club –**

**Restaurant/Eating Place –**

**Beverage Dispensary –** Cape Fox Lodge, LLC d/b/a Bar Harbor Ale House

## Taylor Lee

**From:** Jonathan Lappin <jonathanl@kgbak.us>
**Sent:** Monday, March 22, 2021 9:30 AM
**To:** Taylor Lee; Joseph White; Charlanne Thomas; Gretchen O'Sullivan; Corey Bingham; Andrew Berntson
**Cc:** Kim Stanker; Richard Harney
**Subject:** RE: Liquor License Transfer of Ownership and Location Application

**CAUTION: External Email**
This email originated from a source outside the City of Ketchikan. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Planning Department has no reason to recommend an objection.

Jonathan Lappin, AICP
Associate Planner

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Friday, March 12, 2021 9:11 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; Jonathan Lappin <jonathanl@kgbak.us>; Charlanne Thomas <charlannet@kgbak.us>; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Transfer of Ownership and Location Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for a **transfer of owernship and transfer of location application** for liquor license:

**Brewery –**

**Package Store –**

**Club –**

**Restaurant/Eating Place –**

**Beverage Dispensary –** Cape Fox Lodge, LLC d/b/a Bar Harbor Ale House

Please respond by **March 25, 2021** in order to put it on the agenda for City Council consideration at the April 1, 2021 meeting.

Taylor Lee
Deputy City Clerk

## Taylor Lee

**From:** Gretchen O'Sullivan
**Sent:** Monday, March 22, 2021 2:35 PM
**To:** Taylor Lee
**Subject:** RE: Liquor License Transfer of Ownership and Location Application

Hi Taylor,

Sorry, I thought I replied! We have no reason to object.

Gretchen

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Monday, March 22, 2021 2:28 PM
**To:** Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>
**Subject:** FW: Liquor License Transfer of Ownership and Location Application

Hi Gretchen-

Good afternoon! I wanted to follow up with you and see if the Fire Department had any objections to the attached transfer of ownership and transfer of location liquor applications?

Thank you,

Taylor

**From:** Taylor Lee
**Sent:** Friday, March 12, 2021 9:11 AM
**To:** Joseph White <josephw@city.ketchikan.ak.us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <andrewb@city.ketchikan.ak.us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Transfer of Ownership and Location Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for a **transfer of owernship and transfer of location application** for liquor license:

**Brewery –**

**Package Store –**

**Club –**

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

**Alaska Alcoholic Beverage Control Board**

# Internal Checklist: Liquor License New & Transfer

This checklist should be used as a guide when processing liquor license applications. **However it is not exhaustive.** Please see the Examiner Desk Manual for more information.

**General:**

- [X] **What type of application is this? (Circle all that apply)**
  - **New**
  - **Transfer** *IF A TRANSFER IS OCCURING IS THIS A TRANSFERRABLE LICENSE TYPE?* **YES/NO**
    - *Use the List of Non Transferrable licenses to confirm.*
    - **Location**
    - **Ownership**
    - **Controlling interest**
      - *If controlling interest is changing, check for any other licenses held by the entity, transfers will be required for all licenses held.*
    - **Security Interest**
    - **Involuntary retransfer**
- [ ] **Are there available licenses of this type in this LGB?** **YES/NO**
  - *If NO, check to see if a request for expiration is required- if one is, write it on the master checklist.*
- [ ] **Is there an existing license in this location?** **YES/NO**
  - *If YES, check to see if a request for expiration is required- if one is, write it on the master checklist.*
- [ ] **Does anyone in the proposed ownership own any other licenses?** **YES/NO**
  - *If YES, discuss with the management team to ensure that prohibited financial interest is not violated.*
    - *Is prohibited financial interest violated?* **YES/NO**
- [ ] **Is this a Brewpub or Beverage Dispensary-Duplicate?** **YES/NO**
  - *If YES, indicate the "master" license number_____.*
- [ ] **Is this license in a location outside of a LGB?** **YES/NO**
  - *If YES, check to see if a petition is required. If it is, make sure that you have shown that on the supplemental checklist.*
- [ ] **Is the premises diagram compliant with the requirements of the form?**
  - *Please ensure that you have reviewed against **all of the form requirements**, that it is **legible**, and that there are **no invisible walls/unlabeled area(s)**.*
  - *If there is **ANYTHING** strange about the premises, discuss with the management team.*

**License Type Specific Checks:**

- [ ] **Wholesale**
  - **Is the premises in a personal storage unit?** **YES/NO**
- [ ] **Tourism**
  - **Is this license in an airport terminal?** **YES/NO**
  - **Is this license in a Hotel/Motel Etc.?** **YES/NO**
    - *If yes:*
      - *Are there enough rooms based on population?* **YES/NO**
      - *Make sure that the other requirements are met and addressed in the Tourism Statement.*
- [ ] **Outdoor Recreation Lodge**
  - *Does this establishment provide overnight accommodations and meals?* **YES/NO**
  - *Is the business primarily involved in offering outdoor recreation activities?* **YES/NO**
  - *Does it provide at least two guest rooms?* **YES/NO**
- [ ] **Recreational Site**
  - *Do the service hours show that alcohol is being served no more than 1 hour before and after the recreational events that are being hosted?* **YES/NO**
  - *Are the events qualifying "recreational" events hosted during a season?* **YES/NO**

Alaska Alcoholic Beverage Control Board

# Master Checklist:
# Transfer Liquor License Application

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

| | | | |
|---|---|---|---|
| **License Type:** | Beverage Dispensary | **License Number:** | 3213 |
| **Doing Business As:** | No DBA | **Date Received:** | |
| **Examiner:** | Nathanael D Hall | **Date License Issued:** | |

| Document | Received | Completed | Document | Received | Completed |
|---|---|---|---|---|---|
| AB-01: Transfer App | 11/30 | 3/11 | AB-11: Creditors Affidavit | 11/30 | 3/11 |
| AB-02: Premises Diagram | 11/30 | No Prem | Entity Documents | 11/30 | 3/8/21 |
| AB-07: Posting Affidavit | 11/30 | 3/8/21 | Lease or Deed | 11/30 | 3/8/21 |
| Publisher's Affidavit | 11/30 | 3/8/21 | Fingerprint Cards | n/a | n/a |
| AB-08(a/b): Crim. History | 11/30 | 3/8/21 | App, Lic, and FP Fees | 12/1 | 12/1 |
| AB-09: Financial Interest | 11/30 | 3/11 | Suppl. Check. Rqd? | No | |
| Notes | Transfer fee pd 12/1 100000490 | | | | |

| | | | |
|---|---|---|---|
| **Names on Received Fingerprint Cards:** | n/a | | |
| **Owner ID #:** | 4169 | **Associate ID #s:** | 6076, 6077 |
| **Background Checks Complete:** | n/a | | |

| | | | |
|---|---|---|---|
| **Correction Letter Date(s):** | 3/4/21 | **Det. Complete:** | 3/11 |
| **Board Meeting Date:** | 3/30/21 | **Board Action:** | |

| Agency | Date & Response | Agency | Date & Response |
|---|---|---|---|
| LGB 1 | | DOR | |
| LGB 2 | | DOL - WC | |
| DEC | | DOL - ES | |
| Fire Marshal | | Creditors | |

| | |
|---|---|
| **Objections Received** | |
| **Staff Questions for Board** | |

| | |
|---|---|
| **Requirements for Finalization** | Surrender, renewal Bar Harbor Alehouse #4142 |



Associated licenses - 2948 BDL, 80 PckgStr, 713 BDL, 4142 REPL, 810 BDL, 5869 BDL, 5868 PckgStr

Alaska Alcoholic Beverage Control Board

# Supplemental Checklist: New & Transfer Applications

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

| RDP Document | Received | Completed | Notes |
|---|---|---|---|
| AB-03: RDP Application | 11/30 | 3/11 | |
| Designation Floor Plan | 11/30 | 3/11 | |
| Menu | 3/8 | 3/11 | Missing |
| RDP Fee | 3/11 | 3/11 | Missing |

| WS/Manuf. Document | Received | Completed | Notes |
|---|---|---|---|
| TTB Permit | | | |
| AB-25: Supplier Cert (WS) | | | |

| Tourism Document | Received | Completed | Notes |
|---|---|---|---|
| Tourism Statement | | | |
| AB-19 Guest Room Stock | | | |

| Rec Site or Rec Lodge | Received | Completed | Notes |
|---|---|---|---|
| Rec Site Statement | | | |
| Rec Lodge Statement | | | |

| Public Conv. OR Outside/Unorganized | Received | Completed | Notes |
|---|---|---|---|
| Map of Radius for Sigs | | | |
| Narrative for Pop/Sigs | | | |
| AB-12: Petition | | | |

| Security Int Document | Received | Completed | Notes |
|---|---|---|---|
| UCC Statement and Docs | | | n/a |

| Comm Carrier Document | Received | Completed | Notes |
|---|---|---|---|
| USCG Cert/FAA Inspec | | | |

RECEIVED
By ndhall at 3:10 pm, Mar 04, 2021

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

Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

**What is this form?**

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

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

## Section 1 – Transferor Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Ronald John McKinley | | **License #:** | | 3213 |
| **License Type:** | Beverage Dispensary | | **Statutory Reference:** | | 04.11.090 |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |
| **Local Governing Body:** | City of Ketchikan / Ketchikan Gateway Borough | | | | |

Transfer Type:

- [x] Regular transfer
- [ ] Transfer with security interest
- [ ] Involuntary retransfer

| *OFFICE USE ONLY* | | | |
|---|---|---|---|
| *Complete Date:* | | *Transaction #:* | |
| *Board Meeting Date:* | | *License Years:* | |
| *Issue Date:* | | *BRE:* | |

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

Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 2 – Transferee Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Court, STE 104 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |
| **Community Council:** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Mailing Address:** | 800 Venetia Way | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

| | | | |
|---|---|---|---|
| **Designated Licensee:** | Chris Luchtefeld | | |
| **Contact Phone:** | 301-956-0216 | **Business Phone:** | 907-225-5163 |
| **Contact Email:** | cluchtefeld@capefoxss.com | | |

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

## Section 3 – Premises Information

**Premises to be licensed is:**

☑ an existing facility ☐ a new building ☐ a proposed building

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

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

Tongass Arts and Science School is 1.5 miles away

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

First Lutheran Church .2 miles away

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

# Form AB-01: Transfer License Application

## Section 4 – Sole Proprietor Ownership Information

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

**This individual is an:** ☐ applicant ☐ affiliate

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | | | | | |
| **Address:** | | | | | |
| **City:** | | **State:** | | **ZIP:** | |

**This individual is an:** ☐ applicant ☐ affiliate

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | | | | | |
| **Address:** | | | | | |
| **City:** | | **State:** | | **ZIP:** | |

## Section 5 – Entity Ownership Information

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

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

| | | | | | |
|---|---|---|---|---|---|
| **Entity Official:** | Cape Fox Commercial Services, LLC | | | | |
| **Title(s):** | Member | **Phone:** | 907-225-5163 | **% Owned:** | 100 |
| **Address:** | PO Box 8558 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

Alcohol and Marijuana Control Office
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Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

| | | | | | |
|---|---|---|---|---|---|
| Entity Official: | Chris Luchtefeld | | | | |
| Title(s): | Manager | Phone: | 301-956-0216 | % Owned: | 0% |
| Address: | PO Box 8558 | | | | |
| City: | Ketchikan | State: | AK | ZIP: | 99901 |

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| DOC Entity #: | 44877D | AK Formed Date: | 11/20/1989 | Home State: | AK |
| Registered Agent: | Jessica Albertson | | Agent's Phone: | 907-225-5163 | |
| Agent's Mailing Address: | PO Box 8558 | | | | |
| City: | Ketchikan | State: | AK | ZIP: | 99901 |

| Residency of Agent: | Yes | No |
|---|---|---|
| Is your corporation or LLC's registered agent an individual resident of the state of Alaska? | ☑ | ☐ |

Alcohol and Marijuana Control Office
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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 6 – Other Licenses

| Ownership and financial interest in other alcoholic beverage businesses: | Yes | No |
|---|---|---|
| Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska? | ☑ | ☐ |

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

Cape Fox Lodge, LLC License #:2948Beverage Dispensary - Tourism
Cape Fox Lodge, LLC License #:80 Package Store
Cape Fox Lodge, LLC License #:713 Beverage Dispensary
Cape Fox Lodge, LLC License #. 4142 Restaurant or Eating Place License
Cape Fox Lodge, LLC License#: 810 Beverage Dispensary
Cape Fox Lodge, LLC License #:5869 Beverage Dispensary
Cape Fox Lodge, LLC License #:5868 Package Store
Chris Luchtefeld has financial interest in the above licenses.

## Section 7 – Authorization

| Communication with AMCO staff: | Yes | No |
|---|---|---|
| Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff? | ☑ | ☐ |

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

Tim Lewis, He is the Commercial Business Manager for Cape Fox Lodge LLC
907-782-9471
tlewis@capefoxlodge.com

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

Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 8 – Transferor Certifications

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

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

Ronald McKinley
Signature of transferor

RONALD MCKINLEY
Printed name of transferor

Subscribed and sworn to before me this 30th day of November, 2020.

John W. Peterson
Signature of Notary Public

State of Alaska
NOTARY PUBLIC
John W. Peterson
My Commission Expires Nov 27, 2024

Notary Public in and for the State of Alaska.

My commission expires: Nov. 27, 2024

_____
Signature of transferor

_____
Printed name of transferor

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

_____
Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

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

Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 9 – Transferee Certifications

| Read each line below, and then sign your initials in the box to the right of each statement: | Initials |
|---|---|
| I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application. | CL |
| I certify that all proposed licensees have been listed with the Division of Corporations. | CL |
| I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. | CL |
| I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465. | CL |
| I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application. | CL |

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

Signature of transferee

Chris Luchtefeld
Printed name

Subscribed and sworn to before me this 23 day of NOVEMBER, 2020.

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

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# Form AB-02: Premises Diagram

**What is this form?**

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

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

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

| | Yes | No |
|---|---|---|
| I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. | ☑ | ☐ |

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | **License Number:** | 3213 | | |
| **License Type:** | Beverage Dispensary | | | | |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Court, STE 104 | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |

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# Form AB-02: Premises Diagram

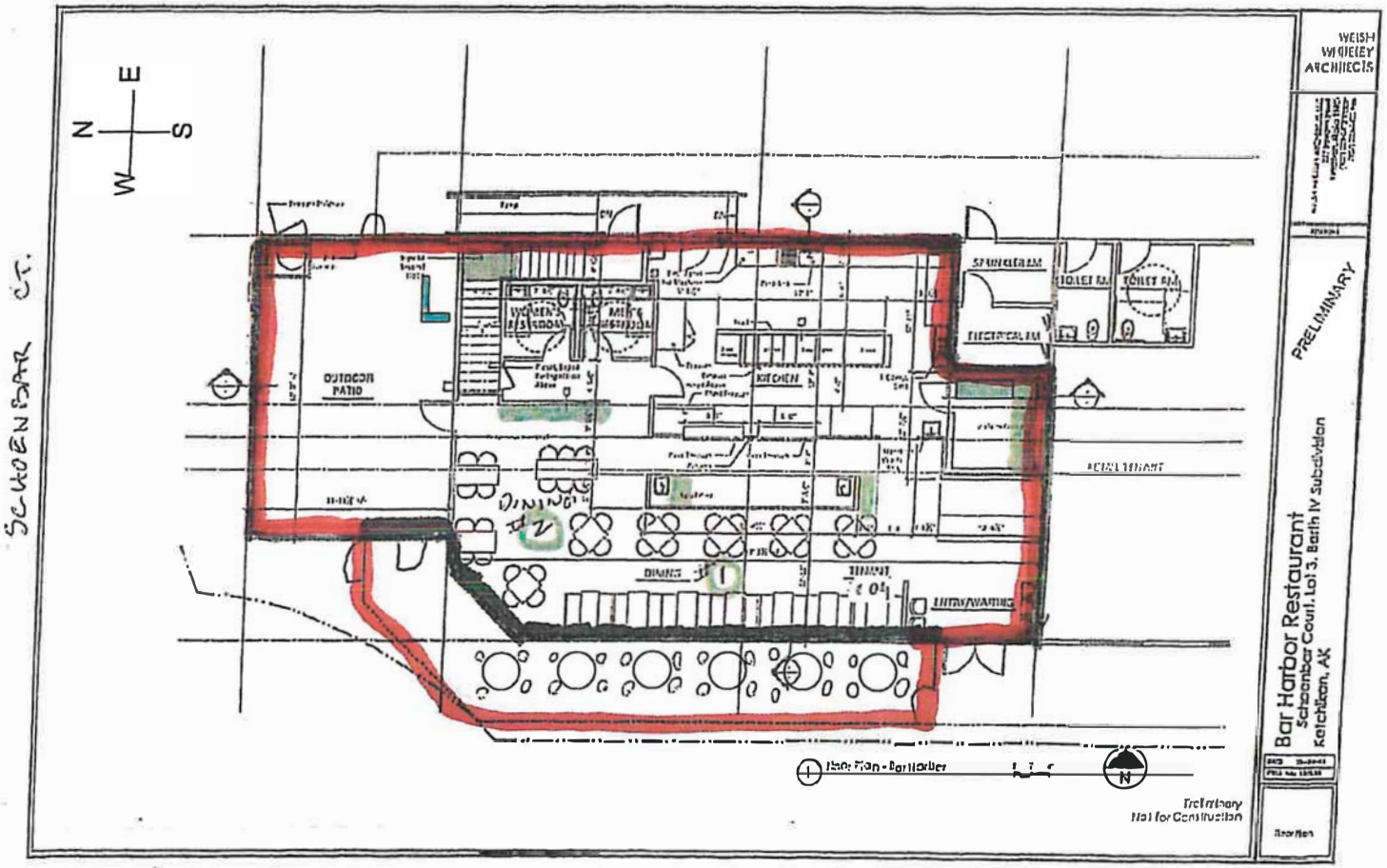
## Section 2 – Detailed Premises Diagram

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

Please see attached diagram(s)

WATER ST.

SCHOENBAR CT.

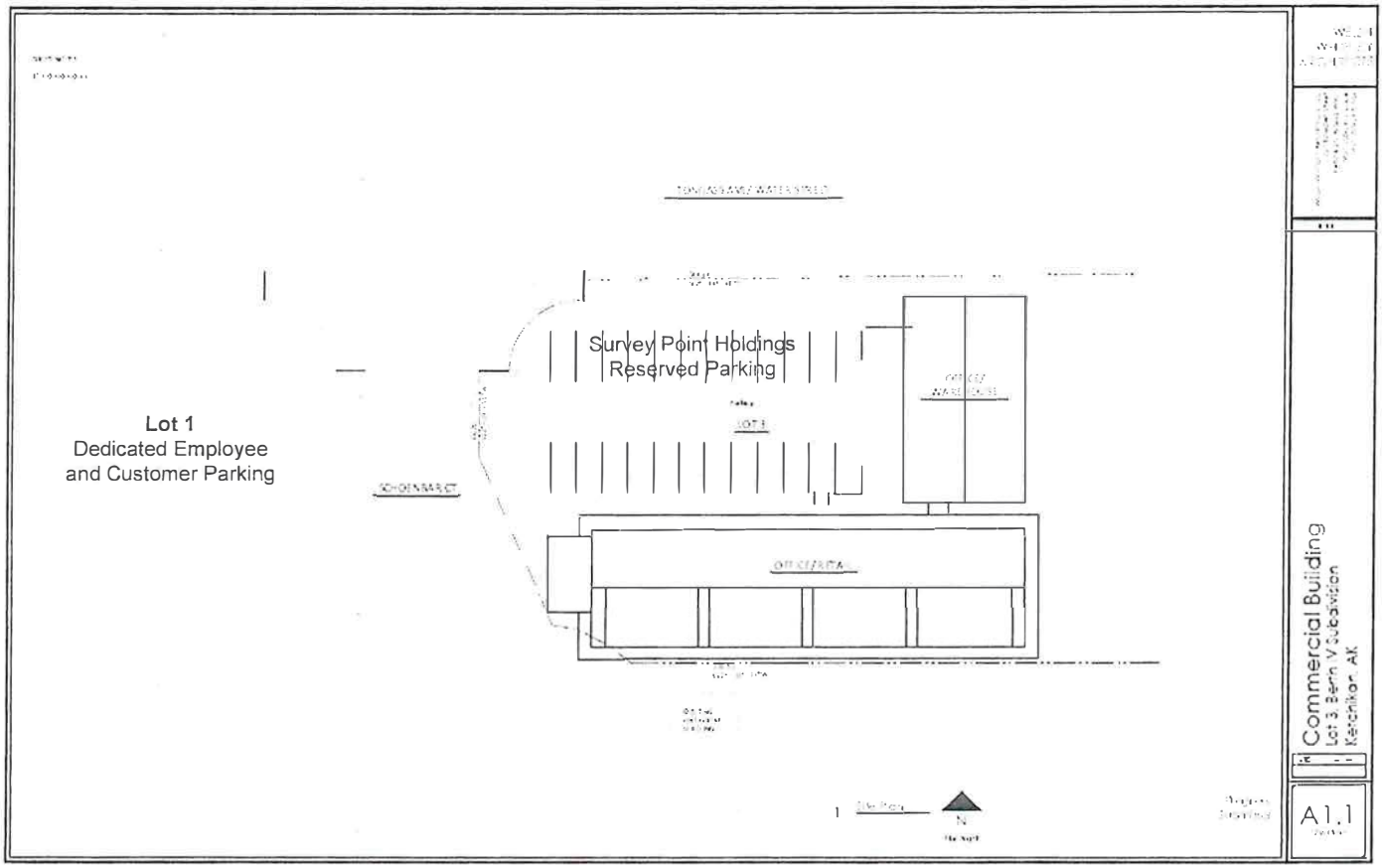


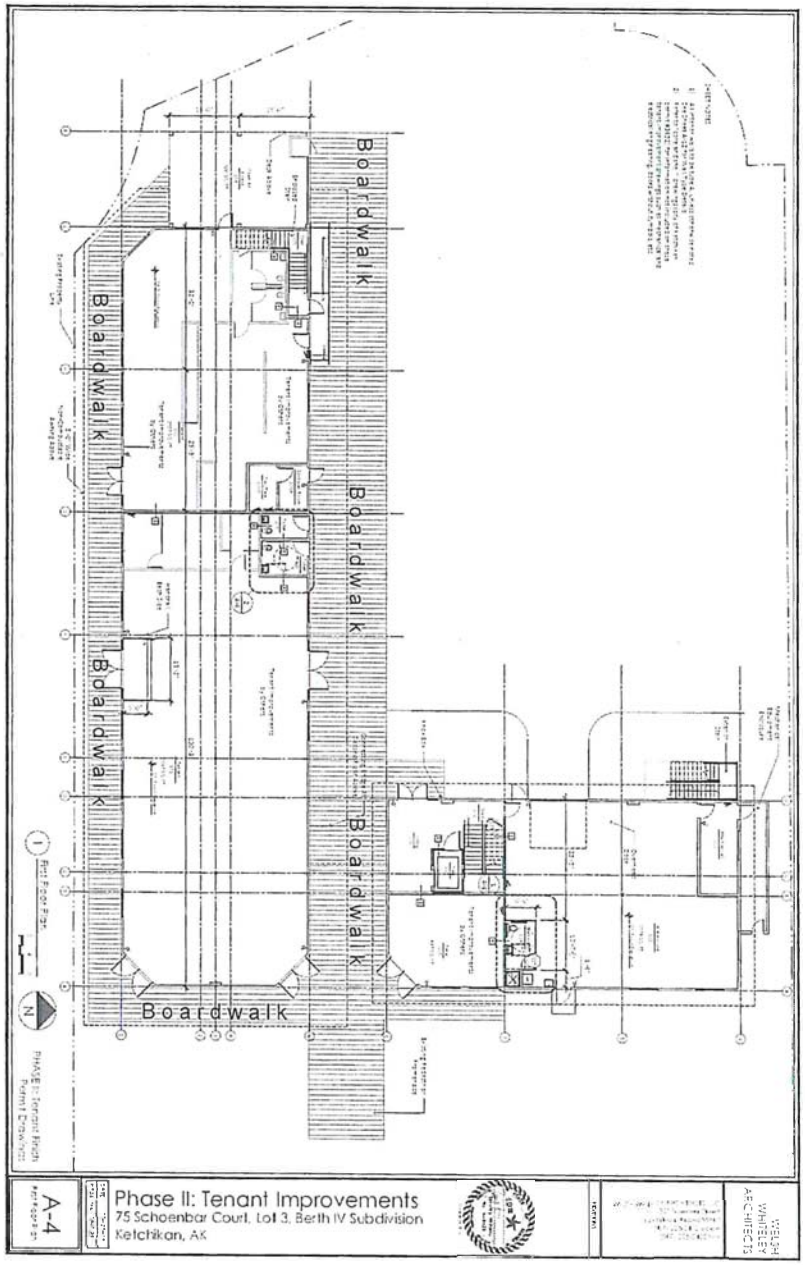

OVERALL DINING & KITCHEN AREA IS 2000 ☐'
PATIO 600 ☐'

PATIO IS APPOX 20 x 30
DINING AREA #1 13 x 24
DINING AREA #2 20 x 20

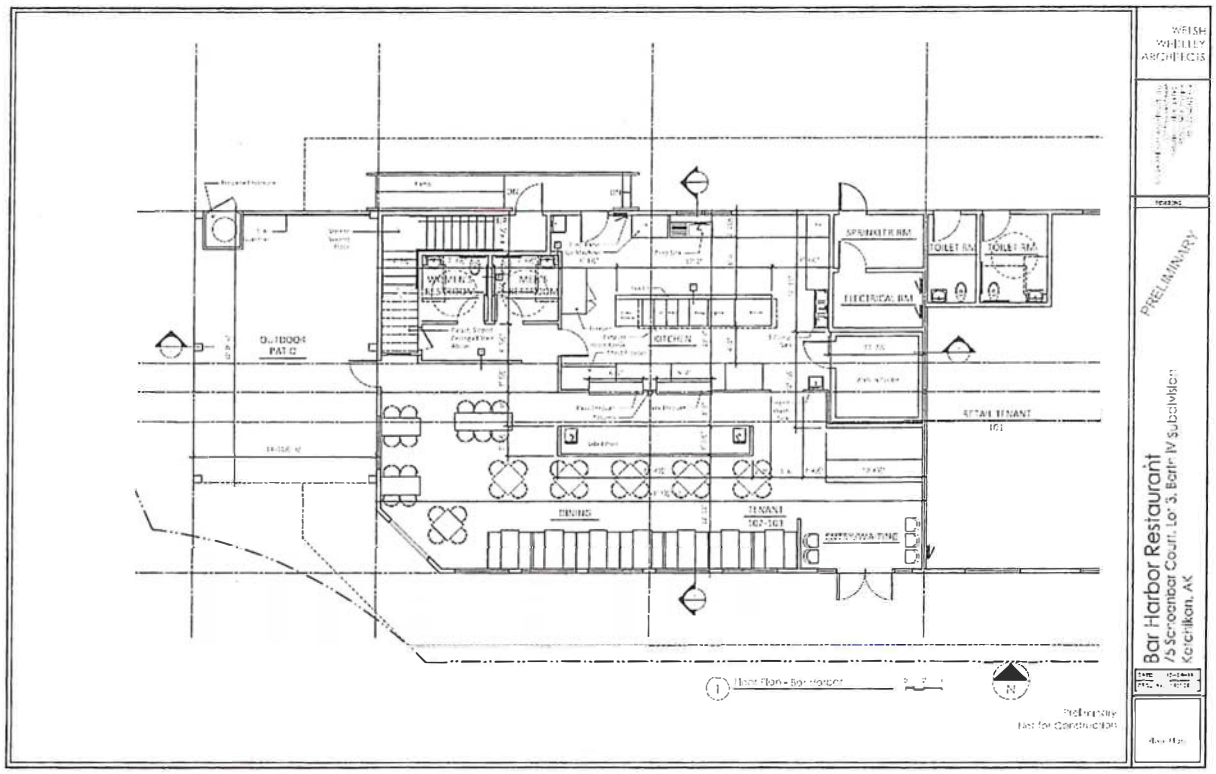
BEER & WINE STORAGE & Liquor

**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking






**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking


WELSH WHEELLEY ARCHITECTS
PRELIMINARY
Bar Harbor Restaurant
75 Schoenbar Court, Lot 3, Barth IV Subdivision
Ketchikan, AK
OUTDOOR PATIO
WOMEN'S RESTROOM
MEN'S RESTROOM
KITCHEN
SPRINKLER RM
TOILET RM
TOILET RM
ELECTRICAL RM
RETAIL TENANT 101
DINING
TENANT 102-103
ENTRY/WAITING
Floor Plan - Bar Harbor
Preliminary
Not for Construction

**RECEIVED**
**By ndhall at 11:45 am, Mar 11, 2021**

Cape Fox Lodge LLC DBA Bar Harbor Ale House
Outdoor/Indoor Serving Security Plan

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. 4ft metal panel wall is around the outdoor servicing area.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service area will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside Cape Fox Lodge LLC DBA Bar Harbor Ale House and at the entrances of the outdoor seating area.
8. All entrances and exits will provide clear notice that NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.
9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.
10. All safety related operations for our current liquor service will additionally be enforced in the new service area.
11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
14. Servers will be present in the outdoor area to monitor consumption.

Location:
55 Schoenbar Road ste 104
Ketchikan, AK 99901

To Whom It May Concern;

The Cape Fox Lodge is opening Bar Harbor Ale House in Ketchikan. We will be open daily at 8am and close at 2am, all our staff will be Taps Certified including our cooks. We will ID every guest who orders a beverage containing Alcohol. Minors will not be allowed to sit at the bar.

We will have a supervisor on staff at all times that will be there to ensure all beverage laws are followed and executed. The supervisor will also be responsible of ensuring all new staff gets Taps certified within the legal time limits and before they are on the floor by themselves.

Our patio will be fenced off with a barrier that is 3.5ft tall and it will be always staffed with a taps certified employee while it is open. No liquor will be allowed outside of the barriers at any time. The barriers themselves are a mixture of planter boxes and half walls with an entry and an exit. There is six bar stools at the bar and then regular table dining.

Sincerely,
Timothy Lewis
Commercial Business manager
Cape Fox Corporation

**RECEIVED**
**By ndhall at 3:13 pm, Mar 04, 2021**

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

# Form AB-03: Restaurant Designation Permit Application

**What is this form?**

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **menu** or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required $50 permit fee may be made by credit card, check, or money order.

## Section 1 – Establishment Information

Enter information for licensed establishment.

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Beverage Dispensary | **License Number:** | 3213 | | |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Court, STE 104 | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |
| **Contact Name:** | Tim Lewis | **Contact Phone:** | 907-782-9471 | | |

## Section 2 – Type of Designation Requested

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

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

| *OFFICE USE ONLY* | | | |
|---|---|---|---|
| *Transaction #:* | | *Initials:* | |

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Alaska Alcoholic Beverage Control Board

# Form AB-03: Restaurant Designation Permit Application

## Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

**List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)**

Minors will be allowed in dining room and on patio but not at the bar. Employed minors will be in the kitchen or at the host stand.

**Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.**

Minors will not have access to alcohol while employed our dining. Our Management staff and serving staff are all Taps Certified and every one will be asked for identification. The alcohol will under lock and key when management is not present.

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

Yes ☑ No ☐

## Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

**Please follow this link to the DEC Food Safety Website**: http://dec.alaska.gov/eh/fss/food/
**Please follow this link to the Municipality Food Safety Website:**
http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx

**IF you are unable to certify the below statement, please discuss the matter with the AMCO office:** Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval. [Initials]

**Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.*

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Alaska Alcoholic Beverage Control Board

# Form AB-03: Restaurant Designation Permit Application

## Section 5 – Hours of Operation

Review AS 04.16.010(c).

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

8am -2am daily

## Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

**Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?**

Yes ☐ No ☑

**If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:**

**Food and beverage service offered or anticipated is:**

☑ table service ☐ buffet service ☐ counter service ☐ other

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

Alcohol and Marijuana Control Office
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Anchorage, AK 99501
alcohol.licensing@alaska.gov
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Alaska Alcoholic Beverage Control Board

# Form AB-03: Restaurant Designation Permit Application

## Section 7 – Certifications and Approvals

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

| | Initials |
|---|---|
| There are tables or counters at my establishment for consuming food in a dining area on the premises. | CL |
| I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises. | CL |
| I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license. | CL |
| I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted. *(AB-03 applications that accompany a new or transfer license application will* ***not*** *be required to submit an additional copy of their premises diagram.)* | CL |

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

Signature of licensee

Chris Luchtefeld
Printed name of licensee

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of NOVEMBER, 2020.

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

Approved ☐ Denied ☐

Signature of local government official

Date

Printed name of local government official

Title

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# Form AB-03: Restaurant Designation Permit Application

**AMCO Enforcement Review:**

Enforcement Recommendation: Approve ☐ Deny ☐

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

**Enforcement Recommendations:**

**AMCO Director Review:**

Approved ☐ Denied ☐

Signature of AMCO Director

Printed name of AMCO Director

Date

**Limitations:**

RECEIVED
By ndhall at 3:20 pm, Mar 04, 2021

# Alaska Food Code
# 2021 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

| | |
|---|---|
| Permit Number: | 10811 |
| Issued to: | **CAPE FOX LODGE, LLC** |
| For: | **Bar Harbor Ale House** |
| For Operation of: | **FF-1 Food Service** |
| Located at: | **55 Schoenbar CT STE 104 Ketchikan, AK 99901** |

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
**December 31, 2021**

Program Manager:

**If you have questions or concerns regarding safe food handling practices call toll free:**

# 1-87-SAFE-FOOD

**(in Anchorage call 334-2560)**

# Bar Harbor Ale House

Restaurant & Fine Crafted Beers

AMCO received 3/4/21

## Juices

Apple, Cranberry, Pineapple, Tomato or Orange $4

Lemonade $2.50

Fresh Brewed Iced Tea or Coffee $2.25

Milk $3

## Wine Slushies $9.50

Rosé Strawberry/Lime Slushy

Peach/Apple Moscato Slushy

### BeerMosa $9

Denali Mother Ale and Orange Juice

## Mimosa Mornings

### Regular Ole Mimosa $12

Happy Bubbles & Orange Juice

### Cranberry Mimosa $12

Happy Bubbles & Cranberry Juice

### Pineapple Mimosa $12

Happy Bubbles & Pineapple Juice

### Mermaid Water Mimosa $12

Blue Curacao Syrup, Orange Juice, Pineapple Juice, & Happy Bubbles

### Orange Creamsicle $12

Vanilla Ice Cream, Orange Juice, & Happy Bubbles

### Blood Orange Lemonade $12

Blood Orange Syrup, Lemonade, & Happy Bubbles

### Strawberry Basil Mimosa $12

Strawberry Basil Mix & Happy Bubbles

### Peach Bellini $12

Peach Puree & Happy Bubbles

### Mimosa Flight

Your choice of 4 Mimosas, served with a bottle of Champagne. Must be ordered by two or more guests $35

Ale House Breakfast Poutine $12
Fries smothered in Gravy & Cheese topped with two Eggs,
Add any Meat $4: Bacon, Brisket, Pulled Pork, Reindeer Sausage, Smoked Salmon

Biscuits & Gravy $12
Ale House Drop Biscuits & Red Eye Gravy with Home Fries

## Sweet Affairs

Ale House Pancakes $9
Comes with Fruit Garnish

Ale House Granola $9
Yogurt with Fruit & Coco Jones Porter Granola

Ale House Mega Cinnamon Roll $9
Made with Chuli Stout

Apple Hand Pies $7
Comes with Vanilla Ice cream

Ale House French Toast $9
House made Banana & Walnut Bread

Ale House Oats $9
Cooked with apple juice
Served with Brown Sugar and Cream

## Hangover Cures

(All come with Home Fries & your choice of Ale House Bread, Toast, or Biscuits)

*2 Eggs Any Way $9

*2 Eggs with Your Choice of Meat $12
Choose from Bacon, Brisket, Pulled Pork, Reindeer Sausage, Smoked Salmon

*Reindeer Scramble $14
3 Eggs, Onions, Bell Peppers, Sausage, Smoked Cheddar

*Build your Omlette $14
Choose from, Smoked Cheddar, Mushrooms, Onion, Peppers, and any one of our Meats!

## à la carte

1 Egg any style $2
2 Eggs any style $3
3 Eggs any style $4
Side of Gravy $4
Bacon or Reindeer Sausage $4
Home Fries $4
Ale House Toast $4
Ale House Drop Biscuits $4

Ale House Breakfast Sandwich $12
Eggs & Cheese on Ale House Bread or Ale House Drop Biscuit, with your choice of Meat- Brisket, Bacon, Reindeer Sausage or Pulled Pork

Pulled Pork Eggs Benedict $14
Served on an English Muffin
Sub Greens or Brisket

Monster Breakfast Burrito $15
Eggs, Potatoes, Cheese, Beans, your choice of meat topped with Salsa

* Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

# shellfish bar

*Alaskan Spot Prawns
Hot or Cold with Roe
1/2lb $18 1lb $35

*Dungeness Crab
Drawn Butter
1/2lb $18 1lb $34

*Alaskan Oysters
Grilled or On The Half Shell with Kelp Pickles $17

## shareables

Smoked Duck Wings $17
Pineapple Soy BBQ

Smoked Chicken Wings $16
Hefeweizen Buffalo or Chuli Stout BBQ

*Smoked Charcuterie Board $25
Smoked Sausages, Pulled Pork, Smoked Brisket, Smoked Salmon, Nuts, Grapes, Pickled Veggies & Cheeses

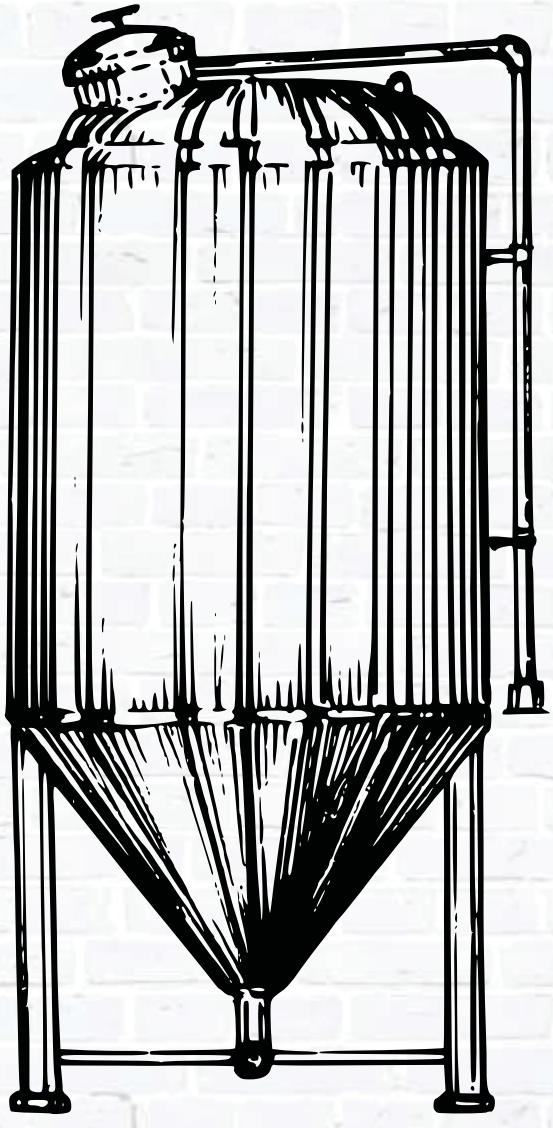
Quinoa Tomatoes $15
Tomatoes stuffed with Quinoa, Herbs, Lemon & a drizzle of Balsamic

Smoked Jalapenos $16
Stuffed with Cream Cheese & Brisket wrapped in Bacon

Pork Belly & Peaches $17
House Smoked Pork Belly & Peaches Moonshine Glaze

Pulled Pork $16
Pulled Pork stacked in a Pineapple Half, Ale House Bread & Pickled

Ale House Bread $6
Smoked Jalapeno & Cheddar



*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

# soups & greens

Served with Ale House Bread

Beer Cheese Soup $6

Smoked Salmon Chowder $7

Ale House Salad $14
Pickled Veggies (Beets & Peppers)
Fresh Onion, Alaska Ciderworks
Vinaigrette

Smoked Halibut Salad $20
Halibut wrapped in Bacon
Denali Mother Ale Apple Chutney

Ale House Caesar $14
Classic Caesar Salad, Ale House Croutons

Add a Meat to Any Salad $4

## meats

Brisket
Smoked Chicken
Smoked Pork Ribs
*Smoked Salmon
Pulled Pork
*Warm Alaskan Spot Prawns
*Spicy Smoked Sausage
*Reindeer Sausage

## sides

Red Potato Salad - Kale Slaw - Smokey Baked Beans - Cheesy Grits - Loaded Mash - Ale House Onion Rings - Fries - Mac-N-Cheese

## sauces

Chuli Stout BBQ, Hefeweizen Buffalo, Garlic Ginger Soy, Ale House BBQ

Pick 1 $17
2 sides & Ale House Bread

Pick 2 $20
2 sides & Ale House Bread

Pick 3 $23
3 sides & Ale House Bread

Family Platter $42
5 meats, 4 sides & Ale House Bread

SMOKEHOUSE

# feast

## 16oz Ribeye $48

Grilled & topped with Ale House Steak Butter & Smoked Onions
Smokey Baked Beans & Ale House Salad

## Sirloin $33

Grilled & topped with Ale House Butter
Cheesy Grits & Ale House Salad

## Smoked Bacon Wrapped Meatloaf $28

Glazed with a Denali Brewing Company Agave Sweet Chili Sauce Ale House Mac-N-Cheese & Kale Slaw

## Prawn Dinner $34

6 Beer-Battered Prawns served with Red Potato Salad
Kale Slaw & Agave Sweet Chili Sauce

## Mothers Halibut $38

Grilled Halibut glazed with Denali Mother Ale Apple Chutney & Ale House Mac-N-Cheese & Ale House Salad

## Smokey Mac $28

Smoked Reindeer Sausage smothered in a Creamy Cheese Sauce

## Smoked Pork Chop $26

Mother Ale Apples & Loaded Mashed

Gluten Free $15
Arugula, Balsamic, Onions, Tomatoes, Basil & Mozz

Veggie $15
Sun-Dried Tomatoes, Artichoke, Spinach,Onions, Feta, Olives & Pickled Peppers

Ale House BBQ $17
Beef Brisket, Smoked Cheese, Slaw & Onions

Smoked Chicken $17
Smoked Chicken, Onions, Green Olives, Feta, Artichoke, Thyme & Sun-Dried Tomatoes

Sweet Pig $17
Shaved Pork Belly, Honey, Brie Cheese & Walnuts

## tacos

*Shrimp & Halibut $17
Minced Shrimp & Fresh Halibut rolled in Crunchy-Fried Tortillas Salsa & Avocado Puree

Carne Asada $17
Grilled and charred Carne Asada stuffed into Flour Tortillas Cabbage, Onion, Lime & a touch of Salsa

*Fish Tacos $18
Fried Halibut stuffed into Flour Tortillas, Cabbage Slaw & a Chipotle Creme

## sandwiches & burgers
(served with 1 side)

Beef Brisket Sandwich $18
Tender Brisket Open-Faced on Ale House Bread topped with Chuli Stout BBQ Sauce and Kale Slaw

Chicken Salad $16
Smoked Chicken, Fresh Herbs, Grapes Walnuts, packed between two pieces of Grilled Flat Bread

Ale House Burger $18
1/2lb Hand-Pattied Burger White Cheddar Cheese, Shaved Pork Belly, Onion Ring & Chipotle Aioli

Ale House Sliders $18
Your choice of Smoked Chicken & Avocado, Pulled Pork, Brisket, or one of each on Ale House Bread

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

# treats

Chuli Stout Float $8
Denali Chuli Stout, Coffee Ice cream dusted with Cocoa

NorthWind Cider Float $8
Alaska CiderWorks NorthWind Cider Lemon Ice Cream dusted with Raspberry Sugar

Apple Hand Pie $7
Old School Classic with an Ale House twist

Lemon Tartlets $7
Lemon Custard, Graham Cracker Crust, Candied Raspberry Sugar

Ale House Ice Cream Sandwich $7
Bawden Street Hooker's Ale Brownies stuffed with Vanilla Ice Cream topped with Marshmallow Cream and Strawberries

# na bev

Coke, Diet Coke,

Lemonade, Sprite, Root

Beer, Apple Juice

$2.50

Henry Weinhard Soda

- Vanilla Cream
- Orange Cream
- Root Beer

$4

# merch

Mini Keg Growlers $75

Growlers $39

Pints $11

Shirts $25

Hoodies $49

Hats $15

Stickers $3

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

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

Alaska Alcoholic Beverage Control Board

# Form AB-07: Public Notice Posting Affidavit

**What is this form?**

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

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

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Beverage Dispensary | | | | |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Rd STE 104 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

## Section 2 – Certification

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

Start Date: 11/06/2020 End Date: 11/21/2020

Other conspicuous location: Ketchikan Public Library

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

Signature of licensee

Chris Luchtefeld
Printed name of licensee

LYNDA L. HOOPER
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

AMCO received 3/4/21

Cape Fox Lodge, LLC
800 Venetia Ave.
Ketchikan, AK 99901

March 4th, 2021

Nathan Hall
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
907-269-5065

Dear Mr. Hall,

I am writing with a request to rescind form AB-08a: Authorization of Records Release AS 04.11.295, AS 04.11.300 and 3 AAC 304.105(1)(2). Because my background was completed within the last 5 years with AMCO, this form is not required.

This letter applies to licenses 4142, 4057 and 3213.

Thank you for the assistance with this matter,

Chris Luchtefeld
CEO, Cape Fox Corporation
Cluchtefeld@capefoxss.com
PH: 301-956-0216

| | |
|---|---|
| **From:** | Timothy Lewis |
| **To:** | Alcohol Licensing, CED ABC (CED sponsored); Chris Luchtefeld |
| **Subject:** | RE: 3213 No DBA Incomplete Transfer Application Notice 3/3/21 |
| **Date:** | Thursday, March 4, 2021 1:30:29 PM |
| **Attachments:** | Final docs for 3213 signed transfer 03.04.pdf<br>Security Plan for Cape Fox Lodge Liquor License.docx<br>Bar Harbor Full Menu 2-20-21.pdf<br>CFL - Certificate of Compliance in AK 03 04 2020.pdf |

---

Nathan,

Please rescind the Document AB-08A from our transfer application for license 3213. Attached is everything that was requested for changes. The only thing missing is the Lien information as the lien that was sent over was on the license when the previous owner owned it. Ron Mckinley stated this was taken care of when he acquired the licenses. I have reached out to the attorney and will speaking with him tomorrow and will no more than. For the $50.00 restaurant fee I will look for the call from your department and we will pay by credit card.

Thank you for getting these to us it means a lot.

*Tim Lewis*
President
Cape Fox Commercial Group
907-225-8001

---

**From:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
**Sent:** Wednesday, March 3, 2021 1:53 PM
**To:** Chris Luchtefeld <cluchtefeld@capefoxss.com>; Timothy Lewis <tlewis@capefoxlodge.com>
**Cc:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
**Subject:** 3213 No DBA Incomplete Transfer Application Notice 3/3/21
**Importance:** High

Hello,

Our office is in receipt of the transfer and after a review of the documents, the following items are required to complete the update process, as articulated in detail on the attached letter.

Please note: documentation concerning pre-existing active lien on this license attached as well.
Deadline Reminders:

- 3/12/21 at 11:59PM – new, transfer, 2021/2022 renewal applications and all required corrections must be deemed complete by an AMCO Examiner to be considered for next ABC meeting scheduled for March 30, 2021.

Thanks,

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

Alaska Alcoholic Beverage Control Board

# Form AB-09: Statement of Financial Interest

**What is this form?**

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

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

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Beverage Dispensary | **EIN:** | 92-0132869 | | |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Court, STE 104 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

## Section 2 – Certifications

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

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

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

Signature of licensee

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Chris Luchsinger
Printed name of licensee

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

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

Alaska Alcoholic Beverage Control Board

# Form AB-11: Creditors Affidavit

**What is this form?**

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

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

## Section 1 – Transferor Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Ronald John McKinley | **License Number:** | 3213 | | |
| **License Type:** | Beverage Dispensary | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premise | | | | |
| **City:** | Ketchikan | **State:** | Alaska | **ZIP:** | 99901 |
| **Federal Tax ID # / EIN:** | 32-0278406 | | | | |

## Section 2 – Debts and Taxes Owed

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

| Creditor / Taxing Authority | Current Valid Email or Mailing Address of Creditor | Amount Owed |
|---|---|---|
| NONE | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

Alaska Alcoholic Beverage Control Board

# Form AB-11: Creditors Affidavit

## Section 3 – Transferor Certifications

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

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

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

Ronald McKinley
Signature of transferor

RONALD McKINLEY
Printed name of transferor

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: Nov. 27, 2024

Subscribed and sworn to before me this 30th day of November, 2020

*State of Alaska*
NOTARY PUBLIC
John W. Peterson
My Commission Expires Nov 27, 2024

## AFFIDAVIT OF PUBLICATION

**STATE OF ALASKA, )**
**) SS:**
**Gateway Borough )**

**Nancy Kaste,** being duly sworn says:

That she is representative of the Ketchikan Daily News, a newspaper published in Ketchikan, in said Borough and State, and that the publication of which the annexed is a printed and true copy, was published three consecutive weeks in said newspaper, commencing on the 7th of November, 2020 and ending on the 21st of November 2020.

Nancy Kaste

Subscribed and sworn to before me this 23rd of November 2020.

Tena Williams

Notary Public for Alaska

My Commission Expires 01/22/23

Official Seal
Tena Williams
Notary Public-State of Alaska
My Comm. Expires
January 22, 2023

AMCO Received 11/30/20

# llots play major role in key states

U.S. troops have been voting by nail since the War of 1812 and, in arger numbers, the Civil War. In 2016, troops and their families sent nore than 630,000 ballots. About 20,000 of those were rejected, mostly because they arrived too late. This year, military authorities urged troops o vote early because of postal delays related to the coronavirus pandemic.

How military mail-in ballots are reated varies by state. According to research compiled by Count Every Hero, 28 states and the District of Columbia allow military ballots to be counted after Election Day. Among the states that are still counting, military ballots can be received up to 15 days after that date. Some states allow troops to vote by email or fax.

In Arizona, state rules require that military ballots must be received by Election Day. Georgia, meanwhile, permits the processing of military ballots that are postmarked by Election Day and received by Nov. 6. In Nevada, they must be postmarked by Election Day and received by Nov. 10.

Pennsylvania requires them to be signed by Nov. 2 and received by Nov. 10. North Carolina requires them to be sent by 12:01 a.m. on Election Day and received by Nov 12. Finally, Alaska allows military ballots that are postmarked by Election Day. For those coming from within the United States, the deadline is Nov. 13; for those coming from overseas that are received by Nov 18.

In a call Thursday organized by Count Every Hero, retired Gen. George Casey, who served as Army chief of staff during the George W. Bush and Obama administrations, asked state officials to include assurances when they certify state votes that all service member ballots have been counted. "We ask so much of them, they deserve to know that their voices are heard," he said.

It was unclear Thursday how many more military ballots could arrive in battleground states, or how they could be affected by legal challenges.

Some critical states have seen larger numbers of military absentee voters this year compared with the number in 2016. In North Carolina, 14,550 service members requested absentee ballots, with 9,750 returned as of Wednesday, said Caroline Myrick, a data analyst with the state board of elections. The number of ballot requests was thousands more than for the last presidential election, she said.

Some of the 4,200 remaining will be tabulated as they come in, but Myrick said the number doesn't account for service members who requested mail-in ballots but later decided to vote in person on Election Day.

Continued from page 1

of our nation, isn't to fan the flames of e justice, to give everybody a fair shot." out of sight as the results gradually exania. In the West Wing, televisions had gs of normalcy on Friday, as reporters crews worked on the North Lawn on a

dramatic difference from earlier in the idence and held a flurry of press confer- But his inner circle was touched once

vs contracted the virus, according to two n condition of anonymity because they vate matters. Several other members of

## LIQUOR LICENSE TRANSFER

Ronald John McKinley No DBA located at No Premises, Ketchikan is applying for transfer of a Beverage Dispensary AS 04.11.090 liquor license to Cape Fox Lodge, LLC dba Bar Harbor Ale House located at 55 Schoenbar Court, Ste 104.

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

Legal # 17447 Publication Dates: Nov. 7,14, 21, 2020

NAPA HOLIDAY SEASON SAVINGS!
20% OFF 3 or More Products with Purchase of $4.99 Tool Bag!*
Compra una bolsa de herramientas de $4.99 y ahorre un 20% en 3 o más productos
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Mr Heater® Portable Buddy Indoor-Safe Propane Heater
Calentador portátil de propano para interiores, Mr Heater®
#F232000
• 4,000–9,000 BTU
• Indoor-Safe Propane Radiant Heater
• Heats up to 225 sq.ft.
• Runs on a 1 lb. cylinder
• Can connect directly to 20 lb. cylinder with optional hose and filter
NOVEMBER 1–30 ONLY!
Store Use #29942 to record discounted products.
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4106 Tongass Ave • 907-225-5115
Visit us at www.NAPAonline.com

## KETCHIKAN GATEWAY BOROUGH
**Schedule of Upcoming Public Meetings**

| Meeting | Date and Time | Location |
|---|---|---|
| Planning Commission | November 10, 2020 6:00 p.m. | Via Video Conference |
| Borough Assembly | November 16, 2020 5:30 p.m. | Via Video Conference |
| [illegible] | November 18, 2020 | [illegible] |

AMCO Received 11/30/20

## COMMERCIAL LEASE

This Commercial Lease (herein, "Lease") is made and entered into this 31st day of December, 2019, by and between **Survey Point Holdings, Inc.**, an Alaska corporation, herein referred to as "Lessor," of Post Office Box 7975, Ketchikan, Alaska 99901, and Cape Fox Lodge, LLC, an Alaska corporation, herein referred to as "Lessee," of 800 Venetia Way, Ketchikan, AK 99901.

### Recitals

A. Lessor is the owner of the commercial property located at 55 Schoenbar Court, Ketchikan, Alaska, herein referred to as the "Lessor Property," which is more particularly described as:

> Lot 2, Tidelands Addition to U.S. Survey 437 according to the plat thereof recorded May 12, 2008 as Plat No. 2008-12, Ketchikan Recording District, First Judicial District, State of Alaska.

B. Lessee is an established Ketchikan restaurant business. Lessor has offered Lessee the opportunity to lease a location adjacent to the cruise ship dock facility known as Berth IV. This lease is contingent upon the sale of incumbent tenant's sale of its business, Bar Harbor, to Lessee.

C. Upon the terms and conditions of this Lease, Lessor is willing to grant Lessee a leasehold interest in that portion of the SPH Building identified on the Floor Plans as "Unit 104" which includes the interior floor area, outside patio area, shared tenant restrooms, adjoining common area boardwalk, and dedicated customer and employee parking as more particularly shown on the Floor Plan, and collectively referred to herein as the "Leased Premises." The Leased Premises are more particularly described as follows:

> The interior ground floor of Unit 104 and outdoor patio consisting of 2,627 square feet, more or less, the footprint of which consists exclusively of the area from the interior walls in, as shown as the Unit 104 on **Appendix A** hereto including an outdoor patio area, together with the non-exclusive use of the tenant restrooms, boardwalk, and dedicated employee and customer parking situated on adjacent Lot 1 and Lot 3, as shown on Sheet A1.1 of **Appendix A**.

The portion of the SPH Building identified as the "Unit 104" is the commercial space from which Lessee will conduct a restaurant business, and is herein referred to as the "Restaurant Premises."

D. Upon the terms and conditions of this Lease, Lessee desires to lease the Leased Premises, take possession of the Leased Premises on or before January 1, 2020.

NOW, THEREFORE, in consideration of the terms, conditions, and other provisions hereinafter set forth, the parties hereto agree as follows:

1. **Leased Premises; Reservation of Rights; Basic Terms.**

**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMOS Received 11/30/20

a. *Premises and Demise.* Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises for the Lease Term, at the rental, and upon all other terms, covenants, and conditions in this Lease.

b. *Reservation of Rights.* Lessor reserves the use of the exterior walls (other than the windows and entry doors of the Store Premises), demising walls, roof, and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Leased Premises in locations which will not materially interfere with Lessee's use thereof, and servicing other portions of the Lessor Property. Lessor further reserves the right to use the land below, adjacent to and above the Leases Premises in any manner which does not materially interfere with Lessee's use of the Leased Premises. Without limiting the generality of the foregoing, Lessee will be entitled to use portions of the exterior walls of the Store Premises for placement of commercial signage; and, use of a portion of the boardwalk immediately adjacent to the exterior walls of the Store Premises to place bistro tables, provided such displays do not unreasonably obstruct pedestrian traffic on the boardwalk.

c. *Basic Terms.* In addition to the terms which are defined elsewhere in the Lease, the following defined terms are used in this Lease:

i. Effective Date: December 31, 2020.

ii. Lessor: Survey Point Holdings, Inc.

iii. Lessor's Address: Post Office Box 7975, Ketchikan, Alaska 99901.

iv. Lessee: Cape Fox Lodge, LLC

v. Lessee's Address: 800 Venetia Way, Ketchikan, AK 99901.

vi. Initial Lease Term: thirty-six (36) months

vii. Commencement Date: January 1, 2020.

viii. Expiration Date: December 31, 2022.

ix. Extended Term: one (1), three (3) year terms.

x. Monthly Base Rent: $5,500, or ten percent (10%) annual gross sales from the Restaurant Premises, whichever is greater.

xi. Leasable Area Store Premises: 2,627 square feet.

xii. Uses: Restaurant.

xiii. Leased Premises: **Appendix A**.

xiv. Cruise Ship Season: May, June, July, August, and September.

xv. Off-Season: January, February, March, April, October, November, December.

**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMCO Received 1/30/20

2. **Business Purpose, Use.**

a. *Use and Exclusive Right.* The Leased Premises are to be used by Lessee for the purpose of conducting a Restaurant business, herein referred to as the "Permitted Uses." Lessor covenants and agrees that Lessee shall not sell curio items from the Lessor Property during the Initial Lease Term and all Extended Terms. This covenant shall prohibit tenant from selling curios as their primary business. For purposes of this Lease, the term "curio" shall include, but not be limited to, the sale of Alaska souvenirs and trinkets, totem poles, Ulus, canned or retort salmon, Christmas ornaments, key chains, magnets, ceramics, coffee mugs, sculptures, plush dolls, costume jewelry, Alaska t-shirts, sweatshirts, hats, jackets, sleepwear, socks, etc. This covenant shall not prohibit Lessee from selling merchandise such as t-shirts and sweatshirts that are self-promotional merchandise having the tenant's name and/or logo on the item sold.

b. *Affirmative Covenants.* Lessee covenants and agrees that it will not engage in the sale of tours or excursions within the Leased Premises; or use or permit any person(s) to use the Leased Premises or any part therefore for any use or purpose in violation of this Lease, the laws of the United States of America or the laws, ordinances, regulations, and requirements of the State of Alaska, Ketchikan Gateway Borough, and/or the City of Ketchikan, or of any other lawful authority. Lessee further agrees that, during the term of this Lease, Lessee shall keep the Leased Premises in a clean condition, free from objectionable noises, odors, or nuisances, and that all health regulations shall, in all respects and at all times, be fully complied with by Lessee. Lessee agrees that no business will be conducted on the Leased Premises other than as described in this paragraph 2.a., above, or anything done in and about the Leased Premises which will increase Lessor's present rate of insurance, and if Lessor's insurance costs increase as a result of Lessee's activities within the Leased Premises, in such event, Lessee shall pay the increase of insurance cost incurred by Lessor.

3. **Lease Term; Substantial Completion; Leasehold Improvements.**

a. *Initial Lease Term.* The initial term of this Lease (herein, "Initial Term") shall be for a period of thirty-six (36) months which shall commence at 12:01 a.m. on the 1st day of January, 2020; and expire, unless sooner terminated or extended as provided in this Lease, at midnight on December 31, 2022, herein referred to as the "Expiration Date." The Lessor Improvements shall be substantially completed consistent with the Project Plans prior to Lessee taking possession of the Leased Premises.

c. *Options to Renew.*

i. <u>Options; Extended Term</u>. Lessor grants Lessee the option to extend the term of this Lease for one (1), three (3) year extended terms (herein, "Extended Term"), upon the condition that there is no default in the performance of any condition of this Lease for which a notice of default has been given to Lessee. However, in the case of any default which cannot with due diligence be cured prior to the last date on which Lessee is entitled to exercise the option, if Lessee shall have proceeded promptly after service of the notice of default with due diligence to cure the default, Lessee may, nevertheless, exercise the option and shall be entitled to the extended term. Each extended term shall be upon the same terms and conditions as provided in this Lease, excluding rent which will be renegotiated prior to the end of the current term, except Lessee shall have no right to extend

the term of the Lease beyond the expiration of the "Extended Term" unless mutually agreed by both parties.

ii. Notice. Lessee shall exercise an option to extend the term by notifying Lessor in writing not more than twelve (12) months, nor less than six (6) months prior to the expiration of the current lease term. Upon such exercise this Lease shall be deemed to be extended with an amendment stating the new lease rate for the next three (3) years.

4. **Rent**.

a. *Base Rent; Alternative Percentage Rent*. Lessee shall pay Lessor, without notice or demand and without any right to set-off or deduction whatsoever, except as otherwise expressly provided herein, total minimum "Base Rent" of not less than Five Thousand, Five Hundred and no/100 ($5,500.00) per month or, ten percent (10%) of annual gross sales (herein, "Percentage Rent") for each calendar year during the Initial Term and all Extended Terms, whichever amount is greater. Base Rent shall commence on the Commencement Date, and continue thereafter on the 1st day of each month thereafter during the Initial Lease Term

b. *Documents Re: Percentage Rent*. Within thirty (30) days from the conclusion of each calendar year commencing in 2020, during the Initial Term and Extended Terms, Lessee shall furnish Lessor with a written statement certified by Lessee to be correct, showing the total gross sales made from the Restaurant Premises during the preceding calendar year. The certified written statement shall be accompanied with a payment to Lessor equal to the difference between the Base Rent paid during the preceding calendar year and ten percent (10%) of Lessee's gross sales, if ten percent (10%) of gross sales is the greater amount. The term "gross sales" as used herein, means the selling price of all goods, merchandise, and services from the Leased Premises, including sales or charges for cash or credit. Excluded from gross sales shall be returns and refunds to customers and the amount of any sales tax or other excise tax imposed upon the sale and charges. Lessee shall keep full, complete and proper books, records, and accounts in accordance with generally accepted accounting principles of its daily gross sales, both for cash and on credit, specific to sales from the Leased Premises, and such shall be segregated from records of sales maintained from other locations of Lessee's business that are outside the Lessor Property. Lessor and its agents and employees shall have the right at any time and all reasonable times, after notice of not less than seventy-two (72) hours to Lessee during the Off-Season, to examine and inspect all of the books and records of Lessee related to sales from the Leased Premises, including any sales tax reports, for the purpose of investigating and verifying the accuracy of any statement of gross sales submitted by Lessee. Lessor may, at Lessor's sole expense, conduct an audit once each calendar year, to be done by an accountant of Lessor's choice, and if the statement of gross sales is found to be inaccurate, then and in that event, there shall be an adjustment and Lessee shall pay shall pay Lessor the deficiency of any unpaid rent together with interest in the amount set forth herein, and all costs incurred by Lessor for the audit. If the audit determines that Lessee's statement of gross sales is accurate, Lessor shall pay all costs associated with the audit, including reasonable cost incurred by Lessee's employees for providing documentation of records and files required by Lessor's account. Lessor covenants and agrees that all records and files reviewed and inspected for purposes of the

audit are deemed proprietary and confidential, and shall not be disclosed by Lessor, its employees, agent, or accountant to any third person not authorized by Lessee. All of Lessee's files and records received by Lessor, its employees, agents, and accountant shall be returned to Lessee at the completion of the audit, including all reproductions of same

c. *Additional Rent.* In addition to the payment of Base Rent, Lessee shall pay Lessor as additional rent all applicable sales tax, and other payments expressly required of Lessee under the terms of this Lease. Each monthly rent payment shall include city, borough and any applicable state or federal sales tax, without abatement, setoff, or deduction for any reason, whatsoever. In addition thereto, Lessee shall pay all other charges, costs and expenses which Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon, in the event of Lessee's failure to pay such amounts, and all damages, costs and expenses which Lessor may incur by reason of any default of Lessee on Lessee's part to comply with the terms of this Lease.

d. *No Partnership.* It is agreed that fixing of rent on a percentage of the sales of Lessee's business conducted within the Leased Premises shall not be construed or otherwise create a partnership or joint venture relationship between Lessee and Lessor; that Lessor assumes no liability under the terms of this Lease for the operation of Lessee's business; and, that the provisions with reference to rents are for the sole purpose of calculating and determining the total rents to be paid by Lessee, and for no other purpose.

5. **Leasehold Improvements.**

a. *Construction Re: Leasehold Improvements.* Lessee covenants and agrees as a material consideration of this Lease that the Leasehold Improvements shall be constructed in accordance with the terms and conditions of this Lease, and consistent and in compliance with all applicable federal, state, and municipal building codes, regulations, statutes, ordinances, and other legal requirement to construction of the Leasehold Improvements; and any modification, alteration, or departure from the specifications and design of the Leasehold Improvements from that detailed in **Appendix C**, shall be first subject to Lessor's prior review and written approval, which approval shall not be unreasonably withheld. Lessee acknowledges and agrees to hire qualified persons to construct the Leasehold Improvements, who shall be experienced in the work required under the design and specifications of the Leasehold Improvements described in **Appendix C**. Lessee shall provide Lessor a final version of the Leasehold Improvements plan as shown in **Appendix C**, together with all amendments and revisions thereto, at the time the Leasehold Improvements are completed. Lessee acknowledges that construction of the Leasehold Improvements may require penetration of the concrete floor within the Store Premises, and that care must be taken to avoid damage to the in-floor heating system built within the concrete floor. To assure no damage is caused to the in-floor heat system, Lessor or its designee shall first approve the manner and location within the Store Premises of construction that will penetrate the concrete floor. Lessor's approval shall not be unreasonably withheld. Penetration of the concrete floor shall be done by Lessee only in the manner and at the location approved by Lessor.

b. *Permanent Improvements.* Lessee acknowledges that permanent improvements made to the Leased Premises as part of the Leasehold Improvements, such as framed interior walls, sheet rock, wall coverings, subfloor, electrical wiring and plumbing and

built in plumbing, electrical fixtures, air cooling or exchange systems that are permanently attached to the Leased Premises, shall be considered permanent improvements, and will become the property of Lessor, without the right of compensation being owed to Lessee as to the value thereof on the expiration or termination of the Lease.

6. **Maintenance and Alteration of the Leased Premises**. Lessor covenants and agrees that the Leased Premises will be structurally complete at the time possession of the Leased Premises is given to Lessee. Thereafter, the parties' responsibilities as to the maintenance of the Leased Premises during the term of this Lease are as follows:

a. *Lessee's Obligation Re: Maintenance*. Lessee shall at all times during this Lease, maintain and repair the Leased Premises and keep the Leased Premises in good, clean, safe, and well-maintained condition. Without limiting the generality of the foregoing, Lessee shall, at Lessee's own expense, and at all times during the Cruise Ship Season, keep the Restaurant Premises, in a neat, safe, and clean condition. In addition, Lessee shall keep entry ways and doors of the Store Premises in clean and safe condition, glass windows in clean condition, and will replace any glass, at Lessee's expense that is broken or damaged during the Lease. Lessee further acknowledges and agrees that Lessee shall maintain and repair all components, accessories, and parts of the Leasehold Improvements, and any replacements thereof, during the Lease in good, clean, and safe condition. In the event, and for whatever reason, Lessee fails to maintain the Leased Premises as obligated herein, Lessor may enter the Leased Premises to make repairs upon first giving Lessee not less than five (5) days' written notice prior to entering the Leased Premises, unless Lessor determines an emergency circumstance requires immediate repairs, in which case, Lessor may enter the Leased Premises without notice to Lessee. Lessee shall pay Lessor for the reasonable cost of the repairs made to the Leased Premises by Lessor, and such shall be paid within five (5) days of written demand by Lessor, which demand shall include documents and records of the repair costs incurred by Lessor.

b. *Lessee's Obligations Re: Alternation*. Lessee may make alterations, additions, and improvements to the Leased Premises other than described as Leasehold Improvements, after written consent thereto is first given by Lessor. Lessee will first provide Lessor with detailed plans and specifications for any alteration type work, other than the Leasehold Improvements, prior to commencing any work. Lessor shall not unreasonably withhold consent to the alteration and improvement type work proposed by Lessee. Upon written consent being given, Lessee may commence the alteration work, Lessee shall secure all necessary permits and licenses required for the work performed, and shall comply with all federal, state, and municipal laws, statutes, regulations, and ordinances, including, but not limited to, the Americans with Disabilities Act, in the prosecution of the work. The alteration work shall be performed by a qualified and license contractor, and shall be done in a safe, clean and workmanlike manner. Lessee acknowledges and agrees that all such alterations and improvements shall be deemed the property of Lessor excluding the kitchen equipment and appliances but including the hood and fire suppression system and upon the expiration or termination of the Lease shall be retained by Lessor without the right of compensation or reimbursement paid to Lessee. Removal of the kitchen equipment and appliances shall be done in a professional manner and not in a way that will cause damage to electrical or plumbing connections or other improvements in the Leased Premises. Lessee covenants and agrees that Lessee shall not be entitled to mortgage or pledge the Leasehold Improvements, or subsequent alterations and improvements made to the Leased Premises; and, no security interest, pledge, or mortgage shall be allowed to attach to Lessor's fee interest in the Lessor Property without the


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express written consent of Lessor, which consent may be withheld for any or no reason. During the construction and work on any alteration or improvement to the Leased Premises, or for any other reason, Lessor or its designee shall have the right, without notice, to enter the Leased Premises at any time during the Cruise Ship Season when the Store Premises is open to the public for business, to inspect the premises, provided such entry shall not unreasonably disrupt or interfere with the conduct of Lessee's business.

7. **Insurance**.

a. *Lessee Insurance*. Lessee shall, at Lessee's expense, obtain and keep in force during the Lease Term and any Extended Term should Lessee elect to extend the Lease, the following insurance:

i. Commercial General Liability (CGL) insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Leased Premises with combined single limit coverage of at least One Million Dollars ($1,000,000.00) per occurrence and a general aggregate combined single limit of bodily injury and property damage of at least Two Million Dollars ($2,000,000.00); that policy shall include contractual liability, insuring Lessee's performance of indemnification obligations contained in this Lease; and,

ii. a policy of fire and "all risk" property damage insurance from physical damage to the Leased Premises and all of Lessee's equipment, inventory, and Trade Fixtures located on the Leased Premises for full replacement cost. Lessee is solely responsible for the risk of loss or damage to such property, and Lessee is responsible for obtaining insurance for damage or loss of such property if that is Lessee's desire. Lessor shall be entitled to carry at its expense such other insurance coverage(s), if any, upon or with respect to the Leased Premises, upon the terms and to the extent that Lessor deems appropriate for time to time. However, as Lessee acknowledges by the execution of this Lease, Lessor is not obligated to obtain and maintain during the Lease any form of insurance that protects either Lessee or Lessor from any form of risk or liability that could arise or result from actions or inactions of the parties under the terms of this Lease.

b. *Lessor Insurance*. Lessor shall maintain on the SPH Building, a policy of standard fire and extended casualty insurance which insures the building for a sum of not less than the replacement value of the structure. Lessee acknowledges that an institutional lender will be named as "loss payee" under such coverage and may have discretion to use funds received in the event of a loss under the policy for purposes other than repair or replacement of improvements. For purposes of this provision the term "SPH Building" shall be construed to include all insured coverage of the structure and any improvements for which coverage is provided in Lessor's current fire and casualty insurance for the Leased Premises, which level of coverage shall continue throughout the Lease, unless otherwise agreed to in writing by the parties.

c. *Requirements of Insurance*. Where applicable, each policy of insurance required to be carried by Lessee under the provisions provided above shall include the following:


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i. shall name Lessor and any other party in interest that Lessor reasonably designates as additional named insured;

ii. shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage should Lessor have similar coverage in place at the time of the occurrence or loss;

iii. shall be in a form satisfactory to Lessor;

iv. shall be carried with companies reasonably acceptable to Lessor;

v. shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice is given first given to Lessor;

vi. shall contain a cross liability endorsement;

vii. shall contain a severability clause. If Lessee has in full force a blanket policy of liability insurance with the same coverage that can be applied to and fully cover the Leased Premises in the manner described in paragraph 8.a., above, that blanket insurance shall satisfy the requirements of paragraph 8.a., provided that the blanket policy specifically states the address of the Leased Premises as being covered and such is clearly stated in a policy of insurance, a copy of which is provided to Lessor on or before the effective date of this Lease, or, in the alternative, Lessor is provided with a certificate of the insurer, certifying that the policy has been issued, and provides the coverage as required by paragraph 8.a. and 8.b., above, and the same shall be provided to Lessor not less than thirty (30) days' prior to the expiration of the term of the coverage; and,

viii. shall contain a provision that Lessor's officers, agents, and employees, although named as an additional insured, shall nonetheless be entitled to recover under said policy for any loss covered under said policy.

8. **Credit for Proceeds Received.**

a. *Lessee.* In any case in which Lessee shall be obligated under any provisions of this Lease to pay to Lessor any loss, cost, damage, liability, or expense suffered or incurred by Lessor, Lessor shall allow to Lessee as an offset against the amount hereof, the net proceeds of any insurance collected by Lessor from a policy whose premium is paid by Lessor for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.

b. *Lessor.* In any case in which Lessor shall be obligated under any provision of this Lease to pay to Lessee any loss, costs, damage, liability, or expense suffered or incurred by Lessee, Lessee shall allow to Lessor, as an offset against the amount thereof, the net proceeds of any insurance collected by Lessee from a policy whose premium is paid by Lessee for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.


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c. *Waiver of Subrogation.* Lessor and Lessee hereby waive any rights each may have against the other, on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, or its respective property, the Leased Premises, its contents or to other portions of the Leased Premises, arising from any risk covered by fire and extended coverage insurance required to be maintained hereunder and which compensates the insured party, and the parties each, on behalf of its respective insurance companies insuring the property of either Lessor or Lessee against any such loss, waive any right of subrogation that it may have against Lessor or Lessee, as the case may be. The foregoing waivers of subrogation shall be operative only if no such policy to be obtained by such party by this section, including property and liability coverage is invalidated by the provisions of this waiver covenant. Lessee and Lessor acknowledge that prior to the execution of this Lease that each has received the consent and approval of their respective insurance companies to the provisions relating to insurance coverage as provided herein.

9. **Personal Property and Sales Taxes**. Lessee shall pay before delinquency all taxes, assessments, license fees and other charges (hereinafter "taxes") that are imposed, levied, or assessed by the federal, state, borough, city, or other governmental body or agency on any personal property owned by Lessee or being acquired by Lessee, such as for furniture, equipment, inventory, and merchandise used or to be utilized by Lessee are to be paid for by Lessee. License taxes or other taxes attributable to Lessee's occupation of the Leased Premises are to be paid by Lessee. In addition, Lessee shall pay all tax, including federal, state, or municipal sales tax that is assessed from the sale of goods and for services that occur from the Leased Premises.

10. **Possessory Interest or Other Taxes**. Lessor shall pay, prior to delinquency, any real property taxes charged, imposed, or levied against the Lessor Property by the City of Ketchikan and the Ketchikan Gateway Borough, hereinafter "KGB Real Property Taxes." KGB Real Property Taxes shall mean any and all real property taxes for land and buildings, which are levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Lessor Property (as now constructed, or modified or reconstructed at any time during the Lease), or Lessor's interest in the Lessor Property, the fixtures, equipment, or other property of Lessor, real or personal, that are an integral part of and located on the Lessor Property. For purposes of this provision and amendment or modification to the method or means by which KGB Real Property Taxes are collected, defined, or the law applied shall not affect the intent of the parties hereto that the liability and responsibility for the payment of such charges shall be solely the responsibility of Lessor.

11. **Utilities and Service Charges**. Those utility expenses which are incurred day-to-day in connection with Lessee's occupation of the Leased Premises shall be apportioned as follows:

a. The obligation of payment and the expense of all utility and local government service charges, including, but not limited to, telephones, faxes, computer lines and services, electricity, water, garbage removal, and sewage disposal shall be that of Lessee. Lessee shall also be responsible for the cost to heat the Store Premises. Lessee may install electric heaters, and shall pay all costs related thereto. Lessor is obligated to provide heat for the Leased Premises, as such is a component of the Lessor Improvements to be made to the Leased Premises. The heat source is an electric in-floor hot water heat system, the electrical cost of which will be separately meted and segregated from Lessor's other electrical costs. In such event, Lessee will pay a pro rata share of the electric costs of


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the in-floor heat system. Lessee's pro rata share shall be based on the total area of the Restaurant Premises as a percentage of the total area of the entire SPH Building. If for whatever reason, the electric cost for heat is not segregated specific to the in-floor heat system, then, in such event, Lessee shall pay a pro rata share of the total electric consumption of the in-floor heat system as determined by an independent, qualified professional subject to the mutual agreement of the parties.

b. Lessee shall be responsible for, and pay all costs of, garbage, sewage, and trash collection and disposal from the Leased Premises. Lessee shall arrange, at Lessee's expense, for adequate garbage and trash collection and disposal services from the Leased Premises so as to preclude any unsightliness as a result of garbage, trash, or litter on the surrounding area. Lessor is not responsible for collecting and disposing of any garbage, trash, or litter from the Leased Premises.

12. **Liens**. Lessee agrees to keep the Leased Premises and all improvements thereon free of mechanics' liens and any other liens, claims, or encumbrances which may be asserted by reason of any acts or work done by or at the instance of Lessee, its agents or contractors, and to protect fully and indemnify Lessor against any and all such liens, encumbrances, or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason of, or on account of any such liens, encumbrances, or claims. During construction of improvements and repairs conducted by Lessee within the Leased Premises, Lessor may post Notice of Non-Responsibility for all lienable charges incurred by Lessee, and may in its sole discretion obtain from Lessee's contractors such waivers of lien rights that the contractor or materialman may otherwise have against the improvements made or materials to the Leased Premises. To facilitate Lessor's right to obtain such waiver of lien rights, Lessee shall inform Lessor of the name, address, and telephone number of each contractor and materialman to provide materials and services to the Leased Premises not less than fifteen (15) days' prior to commencement of work, or delivery of materials to the Leased Premises.

13. **Damage or Destruction**.

a. *Damage or Destruction.*

i. If, during the Lease term, the Leased Premises are totally or partially destroyed rendering the Leased Premises totally or partially inaccessible or unusable, and if the damage is reparable within thirty (30) days' from the date of the occurrence, the Leased Premises may be restored and in the meantime, the rent shall be abated during the period of restoration. Such destruction shall not obligate Lessor to restore the Leased Premises to a useable condition. Within ten (10) days after the loss, Lessor may elect not to make repairs or shall give Lessee written notice of termination of this Lease. The failure to make either election shall be deemed a decision to terminate the Lease effective as of the date of the occurrence. If repairs cannot be made within thirty (30) days' from the date of the occurrence, the Lease shall terminate immediately upon the date of the occurrence.

ii. If Lessor shall elect to continue this Lease in effect, it will proceed in a reasonable manner to restore or repair the Leased Premises. For the period from the occurrence of any damage to the date repairs are completed, the rent shall be abated. Lessee acknowledges and agrees that Lessor shall not be liable to Lessee for any


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loss or damage incurred by Lessee as a result of an occurrence that causes either the temporary closure of Lessee's business or the termination of the Lease. Lessee agrees herein to assume the risk resulting in the loss of business and damage and loss of property from fire, water, or other such insurable risk, regardless of whether such loss was caused or resulted, in whole or in part, from Lessor's (its employees, agents, contractors, or invitees) negligence.

b. *Destruction Due to Risks not Covered by Insurance.* If the Leased Premises is totally or partially destroyed by a risk not covered by insurance, then either party may elect to terminate this Lease if it is determined that the damage is not reparable within thirty (30) days' from the date of the occurrence. The Leased Premises may be restored by Lessor. The Lease shall terminate thirty (30) days' from the date written notice of termination is delivered to the other party to this Lease.

c. *Abatement of Rent.* If Lessor elects to restore the damage incurred to the Leased Premises and such is repairable within thirty (30) days' from the date of the occurrence, the rent shall be abated, and Lessor shall not be required to restore any of Lessee's Trade Fixtures, and/or personal property, such excluded items being the sole responsibility of Lessee to restore, regardless whether the loss or damage thereto was the result of Lessor's negligence, in whole or in part.

14. **Eminent Domain**. In the event all or a portion of the Leased Premises is taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking. Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder. Lessor agrees immediately after learning of a taking to give Lessee notice in writing.

If this Lease is terminated as provided above, Lessor shall be entitled to the entire award and compensation. However, the rent and other charges for the last month of Lessee's occupancy shall be prorated and Lessor agrees to refund to Lessee any rent or other charges paid in advance. Lessee's right to receive compensation or damages for its fixtures and personal property shall be the responsibility of Lessee to take such necessary action against and to the condemning agency as Lessee deems appropriate. However, in no event should Lessee's effort prejudice or diminish Lessor's award.

If both parties elect not to terminate this Lease, Lessee shall remain in that portion of the Leased Premises which is not appropriated and Lessor agrees, at Lessor's cost and expense, as soon as reasonably possible, to restore the Leased Premises remaining, to a complete unit of like quality and character as existed prior to the taking. Thereafter, the annual rental shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Lessor shall be entitled to receive the total award or compensation in such proceedings.

For the purposes of this paragraph 15, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

15. **Default by Lessee**. Lessee's default or breach of this Lease shall be deemed to have occurred in the event that one or more of the following conditions occur:


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a. Lessee shall fail to pay a monthly installment of rent or any other obligation hereunder involving the payment of money within ten (10) days after receipt of written notice and ten (10) days opportunity to cure the non-payment. It is understood that a payment owed by Lessee under this Lease must be actually received by Lessor on or before the date on which the payment is due.

b. Lessee shall fail to comply with any term, provision, or covenant of this Lease, other than as described in subsection a., above, and shall not cure such failure within ten (10) days after written notice thereof to Lessee.

c. Lessee shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

d. Lessee shall file a petition under any section or chapter of the U.S. Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankruptcy or insolvent in proceedings filed against Lessee.

e. A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee, where possession is not restored to Lessee within 120 days.

16. **Termination by Lessee or Lessor**. Both Lessee and Lessor shall each have the right to terminate this Lease in its entirety immediately upon imposition of: a material restriction of Lessee's use of the Leased Premises by action of the federal government, or any department or agency thereof, under its wartime or emergency powers. However, that without prejudice to the rights of Lessee or Lessor to terminate as above provided, Lessor and Lessee may mutually agree to an abatement of the rent, and continuation of this Lease.

17. **Surrender of Possession or Abandonment**. Upon the termination or expiration of this Lease term, or an extension thereof, Lessee agrees to the following:

a. At the expiration or termination of the Lease created hereunder, Lessee shall surrender the Leased Premises free and clear of any and all liens and encumbrance, and,

b. The heating systems, mechanical systems, such as heating and air exchange, electrical and plumbing systems, plumbing fixtures, lighting fixtures (except for specialty lighting that shall remain the property of Lessee), wall and floor coverings, and all additions, repairs, replacements, and improvements thereto and thereof shall remain or become the property of Lessor at the termination of the Lease and shall remain in the Leased Premises at the termination of the Lease.

18. **Holding Over**. Lessee acknowledges that this Lease does not provide a holdover provision which may otherwise entitle Lessee to remain in possession after the expiration of the Lease Term. Lessee acknowledges and agrees that Lessee shall surrender possession of the Leased Premises on or prior to the expiration of the Lease Term. Lessee further agrees that upon surrender of the Leased Premises shall be in a condition consistent with paragraph 18 of this Lease.

19. **Insolvency and Bankruptcy**. Lessor may, at its option, without notice or demand upon Lessee, or upon any person or persons claiming by, through, or under Lessee, immediately cancel and terminate this Lease and terminate each, every, and all of the rights of Lessee, and of any and all persons claiming by, through, or under Lessee, in and to the Leased Premises, including the option to renew, if any, should anyone of the following events occur:

a. Lessee shall file a voluntary petition in bankruptcy or shall institute any proceedings of whatever kind or character under any bankruptcy or insolvency law in effect at the date hereof or which may hereafter be enacted or become effective such that Lessor's right to collect rent or enforce the provisions of this Lease is affected in any material degree.

b. Lessee is declared to be insolvent by any court.

c. Lessee makes an assignment, general or otherwise, for the benefit of creditors.

d. A trustee or receiver is appointed to take possession of all or substantially all of Lessee's assets where possession is not restored to Lessee within 120 days.

e. A taking of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act or the Internal Revenue Code or regulations, and the failure of Lessee to secure the return of said assets within one hundred twenty (120) days from the date of taking of possession.

f. A taking of the Leased Premises or all or substantially all of the assets of Lessee by virtue of any attachment, execution, or the levy of any judicial process in any action instituted against Lessee in any court of competent jurisdiction and the failure of Lessee to secure the release of such attachment, execution, or levy within one hundred twenty (120) days' from the date of the taking of such possession.

g. In the event of termination, Lessor shall have the right to repossess the Leased Premises either with or without process of law or through any form of notice or proceedings, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, including damages arising out of any breach on the part of Lessee. Lessor shall also have the right, with or without resuming possession of the Leased Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder and to exercise such other rights as may be provided by law.

20. **Lessor's Default Remedies**. In the event default has occurred, the following rights and remedies in addition to those provided by statute or otherwise, are available to Lessor, to-wit:

a. to re-enter the Leased Premises and remove and store all property in the Leased Premises, at Lessee's costs and without responsibility for loss or damage, provided Lessee is given reasonable notice;

b. Lessor's re-entry and retaking of possession of the Leased Premises shall not terminate this Lease unless Lessor gives written notice of such termination;

c. the right to declare this Lease to be terminated;

d. the right to re-rent the Leased Premises to a third party for any sum Lessor deems the best available rental rate Premises;

e. the right to collect rents due from other occupants of the Leased Premises;

f. the right to declare all rent and other charges due and owing for the balance of the applicable term in accordance with the amounts due set forth in this Lease, which shall be immediately due and payable, subject to Lessor's common law obligation to mitigate damages;

g. the right to declare all obligations due and payable and to enforce the payment thereof and the right to perfect all rights and interest to which Lessee shall be entitled;

h. at the option of Lessor, upon any default by Lessee, Lessor may declare all rent due and owing in accordance with the amounts due set forth in paragraph 4 herein, and the same shall be immediately due and payable, subject to Lessor's duty to use best efforts to mitigate Lessor's damages that may result therefrom; and,

i. The right to recover damages against Lessee in accordance with the following:

i. the cost of performing Lessee's obligations pursuant to the Lease;

ii. the amount equal to the total due under this agreement pursuant to paragraph 4, less payments made by Lessee or rent received by reason of Lessor's re-letting the Leased Premises;

iii. interest shall be charged at the rate stated in paragraph 25.j. below;

iv. actual attorneys' fees and costs computed in accordance with reasonable hourly rates and charges customarily charged in the Ketchikan community; and,

v. such other costs and damages incurred by Lessor that are consequential or incidental to Lessees breach of this Lease.

21. **Assignment and Subletting**. Lessee shall not assign or sublet the Leased Premises, or any part thereof, without the prior written consent of Lessor which consent shall not be unreasonably withheld. Any such attempted assignment or subletting without the prior written consent of Lessor shall be void and of no force or effect and may, at the option of Lessor, be deemed a material default and a basis for termination of this Lease. Consent given on one occasion shall not be construed as, or constitute a waiver of the requirement of consent as to any subsequent or further assignment or subletting. In the event of assignment or subletting, Lessee shall remain liable and responsible for performance of all the terms, covenants, conditions, and provisions provided for in this


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Lease, including payment of rent and other charges herein provided and the assignee shall be required to enter into an agreement to perform all of the terms and conditions of this Lease.

22. **Subordination Agreement**. Upon written request of Lessor, or any mortgage, deed of trust trustee or beneficiary of Lessor, Lessee will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust which encumbers the Leased Premises or any improvements hereafter placed upon the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, provided that the mortgagee or beneficiary as the case may be, shall agree to recognize this Lease in the event of foreclosure if Lessee is not in default at such time.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under mortgage or deed of trust made by Lessor covering the Leased Premises, Lessee shall attorn to the purchaser, upon any such foreclosure, or sale, and recognize such purchaser as Lessor under this Lease.

Lessee agrees that any such mortgage, beneficiary, or purchaser shall not be liable for any default of Lessor under the Lease occurring before the foreclosure sale.

Lessee shall at any time and from time to time, upon not more than ten (10) days' written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing (1) certifying that this Lease represents the entire agreement between Lessor and Lessee, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (2) certifying the commencement and termination dates of the Lease Term; (3) certifying that there has been no assignment or other transfer by Lessee of this Lease, or any interest therein; and (4) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder and that Lessee has no right of offset, counterclaim, or deduction against rental, or specifying such defaults alleged by Lessee. Any such statement may be relied upon by any prospective purchaser or lender upon the security within such time shall be conclusive and binding upon Lessee (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim, or deduction against rental, and (3) that no more than one (1) month's rental has been paid in advance.

23. **Hold Harmless**. The use of the Leased Premises by Lessee, its officers, agents, employees, contractors, customers, and invitees shall be at their own risk. Lessee will defend, indemnify, and hold Lessor harmless from all claims, causes of action, judgment, liabilities, expenses, costs, and attorneys' fees arising from any act, omission, or neglect of Lessee, Lessee's agents or employees, or of any person permitted by Lessee to be upon or about the Leased Premises, as well as from all claims, causes of action, judgments, liabilities, expense, costs, and attorneys' fees brought by or at the instance, or in the name of any governmental body, or any public authority in which it shall be attempted to subject Lessee or the Leased Premises, or any portion thereof, to any damages, costs, injunctions, restrictions, or regulations, by reason of any claim that there shall have been any such act, omission, or neglect in any of the respects aforesaid. All claims of which Lessee has knowledge shall be promptly communicated to Lessor, and Lessee shall thereupon indemnify, defend, and hold Lessor harmless from the claim.


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24. **Hazardous Wastes and Environmental Matters**. Lessee shall not cause or permit any activities on the Leased Premises which directly or indirectly could result in the Leased Premises or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Lease, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste or substance, hazardous or toxic material or other similar terms by an applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect during the term of this Lease. Lessee shall provide written notice to Lessor immediately upon Lessee becoming aware that the Leased Premises or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Lessee shall comply, at Lessee's expense, with all statutes, regulations, and ordinances, which apply to Lessee or the Leased Premises, relating to use, collection, storage, removal, or cleanup of hazardous, or toxic waste or substances in or on the Leased Premises. Lessee shall indemnify, defend, and hold Lessor harmless from all liabilities, losses, claims, damages, penalties, fines, attorneys' fees, court costs, remediation costs, and other related expenses resulting from or arising out of Lessee's use, storage, treatment, release, or disposal of hazardous or toxic waste or substances on or about the Leased Premises. The provisions of this paragraph 25 shall survive the expiration or earlier termination of this Lease.

25. **Miscellaneous**.

a. *Relationship of Parties.* Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of rent nor any other provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

b. *Terminology.* Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

c. *Non-Waiver.* No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d. *Law Applicable.* The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this Lease. Venue as to any action, claim, or proceeding arising out of, or based upon this Lease, including, but not limited to, any action for declaratory or injunctive relief, shall be the Superior Court for the State of Alaska at Ketchikan.

e. *Paragraph Headings.* The headings of the several subsections contained herein are for convenience only and do not define, limit, or constitute the contents of such sections and subsections.


AMCO Received 11/19/20

f. *Successors and Assigns.* Except as otherwise provided herein, the covenants, agreement, and obligations herein contained shall extend to bind and insure to the benefit not only of the parties hereto, but to their respective personal representatives, heirs, successors, and assigns.

g. *Compliance with Laws and Regulations.* Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all local, state, or federal laws or ordinances, pertaining to Lessee's use or occupancy of said Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all local, state, and federal laws, ordinances, and regulations provided however, Lessee shall not be required to make any structural modifications to Leased Premises not made necessary as a result of the acts or omissions of Lessee, its employees, agents, representatives, or not made necessary as a result of any improvements, alterations, or modifications made by, or at the request of, Lessee, its employees, agents, or representatives.

h. *Notice of Claims or Damages.* Lessee shall, upon discovery, give immediate notice to Lessor, in case of fire or accidents in or on the Leased Premises or in the building of which the Leased Premises is a part, or of defects therein or in any fixtures or equipment, or from which persons may be injured, though Lessee shall be responsible for any remedy or repair of said condition.

i. *Terms Construed as Covenants and Conditions.* Every term and each provision of this Lease to be performed by either party shall be construed to be both a covenant and a condition.

j. *Interest on Amount Unpaid.* Except as otherwise provided herein, any sum not paid when due pursuant to the terms of this Lease shall thereafter bear interest at the rate of one (1%) percent per month from the date the same was payable as provided, however, that interest shall not exceed the maximum interest rate authorized by law, and that in the event the interest rate provided herein exceeds such maximum, such interest rate shall be deemed to be adjusted downward to conform to the maximum rate so authorized by law.

k. *Time of the Essence.* Time is of the essence for each term, condition, covenant, and provision of this Lease.

l. *Entire Agreement.* This Lease constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto. Lessee acknowledges that it has read this entire Lease, has fully understood the provisions thereof, was satisfied therewith, and signed the same of its own free will. The parties further acknowledge that any prior contracts, promises, representations, or agreements between Lessee and Lessor, their members, employees, agents, and servants, relating to the Lease of the subject premises, are hereby extinguished. The parties agree that there are no oral or written promises, representations, or agreements between Lessee and Lessor or the persons above referred to relating to the Lease of the subject premises, except as set forth in this document. Accordingly, this Lease constitutes the entire and only agreement between Lessor and Lessee relating to the Lease of the subject premises.


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m. *Severability.* In the event any provision of this Lease is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

n. *Notice.* Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class, certified, return-receipt-requested mail to the other party and its attorney at the address set forth below.

**Lessee:** Cape Fox Lodge, LLC
7050 Infantry Ridge Road
Manassas, VA 20109
Attn: Shane Muncy
(703) 686-2284

**Lessor:** **Survey Point Holding, Inc**
Post Office Box 7975
Ketchikan, Alaska 99901
(Attn: Ethan Berto)

Either party may change its address by notifying the other party of its change of address in writing as provided for herein. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon mailing if mailed as provided in this section.

o. *Remedies Cumulative.* Each of the rights and remedies of the parties hereto shall be construed as cumulative and to be in addition to any other rights or remedies that may now or hereafter be provided by law or equity, including, but not limited to, the right to recover reasonable attorneys' fees and costs actually incurred by the prevailing parry.

p. *Limit of Liability and Responsibility.* Lessor shall not be responsible for any damage to or theft of any personal property, furnishings, or equipment belonging to Lessee, its employees, agents, or assigns, or for any claims by Lessee, its employees, agents, or assigns for any such damage or loss incurred by Lessee, Lessee's clients, customers, employees, invitees, agents, contractors, or representatives, except as may be caused by employees of Lessor while acting within the course and scope of their employment.

q. *Corporate Authority.* The parties represent that the individual executing this Lease shall have the requisite corporate authority.

r. *Quiet Enjoyment.* During the term of this Lease and as to any Extended Term;

i. Lessee is entitled to, and shall hold and enjoy, the Leased Premises without interference from Lessor so long as Lessee promptly pays the monthly installments herein required and performs the covenants and abides by the conditions herein contained; and,


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ii. all provisions hereof shall inure to the benefit of, extend to, and include and be binding upon, the heirs, executors, administrators, successors, and assigns of Lessee and Lessor.

t. *Effective Date.* The effective date of this Lease is stated to be January 1, 2019.

u. *Signs.* Lessee is responsible for and shall erect and maintain only those signs that are consistent with the Ketchikan Gateway Borough Code, and any amendments thereto, and are erected exclusively within the Leased Premises. Lessee agrees that no sign shall be placed on the exterior of the SPH Building without Lessor's approval of the location and manner of installation. The installation of signage on the exterior of the SPH Building shall be done in such manner that does not materially damage the siding of the SPH Building. Upon termination or expiration of the Lease, Lessee shall remove all signage placed by Lessee on the exterior of the SPH Building, and repair any damage incurred therefrom at Lessee's expense.

v. *Heat during Off-Season.* Lessee shall be responsible for monitoring the heat within the Restaurant Premises during the Off-Season, which shall be maintained at a minimum of sixty degrees Fahrenheit (60°F).

**IN WITNESS WHEREOF**, the parties hereto have caused the Commercial Lease to be executed as of the day and year first written below:

**LESSOR:**
Survey Point Holdings, Inc.

By: _____

**LESSEE:**
Cape Fox Lodge, LLC

By: _____
Tim Lucas

**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

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RECEIVED
By ndhall at 3:21 pm, Mar 04, 2021

Alaska Entity #44877D

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

# Certificate of Compliance

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby issues a Certificate of Compliance for:

**CAPE FOX LODGE, LLC**

This entity was formed on November 20, 1989 and is in good standing. This entity has filed all biennial reports and fees due at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 4, 2021**.

Julie Anderson
Commissioner

RECEIVED
By ndhall at 2:56 pm, Mar 04, 2021

Alaska Entity #44877D

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

# Certificate of Conversion

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**CAPE FOX LODGE, LLC**
**formerly**
**CAPE FOX HOTEL CORPORATION**

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 05, 2018**.

Mike Navarre
Commissioner

RECEIVED
By ndhall at 2:56 pm, Mar 04, 2021

5514723

AK Entity #: 44877D
Date Filed: 01/05/2018
State of Alaska, DCCED

CORP

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Juneau
JAN 05 2018
CBPL

✓175 ly

THE STATE of ALASKA

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

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
*Phone:* (907) 465-2550 ★ *Fax:* (907) 465-2974
*Email:* corporations@alaska.gov
*Website:* http://commerce.alaska.gov/cbpl/corp

# STATEMENT OF CONVERSION

Specifically for

## An Entity with an AK Entity Number
## Converting to a Domestic (Alaskan) Limited Liability Company

Under the Alaska Entity Transaction Act AS 10.55.401-10.55.408

☑ **$175.00 Filing Fee**

- **$ 25.00 Statement of Conversion Filing Fee (non-refundable)** ($25 Corp Fee)
- **$150.00 Articles of Organization Filing Fee (non-refundable)** ($150 Corp Fee)

**NOTICE:** The Articles of Organization must be submitted as an attachment.

Pursuant to the provisions of Alaska Statutes 10.55.405, excluding entities stated in AS 10.55.110, a domestic (Alaskan) or foreign (non-Alaskan) entity may convert (change from one type of entity to a different type of entity) to a domestic (Alaskan) limited liability company by submitting the following statement:

**ITEM 1**: Name of the converting (changing from) entity: Cape Fox Hotel Corporation

Alaska Entity # (mandatory): 44877D

State of Domicile (changing from): Alaska

Type of Entity (changing from): Business Corporation

**ITEM 2**: Name of the converted (changing to) domestic (Alaskan) limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C" or "LLC." The word "limited" may be abbreviated as "Ltd." and the word "company" may be abbreviated as "Co." (Note: the name of the limited liability company in Item #2 on the Statement of Conversion must match the name in Article #1 on the Articles of Organization attached to this filing.):

Cape Fox Lodge, LLC

State of Domicile or Jurisdiction (changing to): Alaska

Type of Entity (changing to): Limited Liability Company



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JAN 05 2018

**ITEM 3**: (Optional) The future effective date of conversion, if different from date of filing, must be a specific future date and cannot exceed 90 days from date of filing. Future effective date (mm/dd/yyyy format): ___/___/_____.

**ITEM 4**:
If the converting (changing from) entity is a domestic (Alaskan) entity (listed in Item #1 above), the conversion has been approved in accordance with AS 10.55.401-10.55.406.

-OR-

If the converting (changing from) entity is a foreign (non-Alaskan) entity (listed in Item #1 above), the conversion has been approved by the foreign converting entity in accordance with the laws of its jurisdiction of organization.

**ITEM 5**: The converted (changing to) entity is a domestic (Alaskan) limited liability company; therefore the text of the converted entity's articles of organization must be attached.to this Statement of Conversion. Choose only *one* of the options below:

☑ Complete the attached Articles of Organization portion of this form.

-OR-

☐ Provide Articles of Organization, which satisfy the requirements of AS 10.50.075 and 10.55.405, as an attachment.

**ITEM 6**: The Statement of Conversion must be signed on behalf of the converting (changing from) entity (listed in Item #1 above) in the following manner:

- *If the converting entity is a corporation, it must be signed by an officer of the corporation.*
- If the converting entity is not a corporation, it must be signed by the person authorized by said entity.
- If the converting entity is in the hands of a receiver, trustee, or other court-appointed fiduciary, it must be signed by said fiduciary.

If the converting entity is currently on record with this division (has an AK Entity Number) and the signer is an official of the entity then the signer must be currently on record with this division.

Provide the printed name of the signer, the full title/capacity of the authorized signer, the name of the entity that the individual is representing, and signature of the individual authorized to sign.

| [signature] | Albert K. White | President Cape Fox Hotel Corp | 12/05/17 |
|---|---|---|---|
| Signature | Printed Name | Title and entity that is represented | Date |

**NOTE - Signatures:**
Per AS 10.55.609, persons who sign documents to be filed with the commissioner that are known by the person to be false in material respects are guilty of a class A misdemeanor.

**IMPORTANT: Changing Officials**
On the date the Statement of Conversion is filed for record all officials currently on record for the converting (changing from) entity (listed in Item #1 on the Statement of Conversion) will be removed from record. The converted (changing to) entity (listed in Item # 2 of the Statement of Conversion) *must* file a notification of changing officials with this division in the manner and time prescribed in AS 10.50.765. The notification of officials changing maybe filed in conjunction with the Statement of Conversion.

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JAN 05 2018

CBP

**SUBMITTAL:** Please submit forms and payment together.

- A notification of officials changing maybe filed in conjunction with the Statement of Conversion; please include the appropriate form and filing fee.
- Mail the Statement of Conversion (form 08-578) and the $175.00 non-refundable filing fee in U.S. dollars to:
  - State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806
- If faxing the form please include the Credit Card Payment form with the appropriate fees.
- Do not email forms or payment.

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

# ARTICLES OF ORGANIZATION

Specifically for

## Domestic (Alaskan) Limited Liability Company with Statement of Conversion

Under AS 10.50.075 and the Alaska Transactions Act 10.55.401-10.55.406

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Juneau
JAN 05 2018

**Pursuant to AS 10.55.405 the converted entity's public organic document must be submitted as an attachment to this Statement of Conversion.**

**Pursuant to AS10.55.405 the undersigned domestic (Alaskan) limited liability company applies for a Certificate of Organization and, for that purpose, submits the following:**

**ARTICLE 1**: Legal name of the limited liability company must contain the words "limited liability company" or the abbreviation "L.L.C.," or "LLC". The word "limited" may be abbreviated as "Ltd." and the word "company" may be abbreviated as "Co." (Note: the name of the limited liability company in Article #1 on the Articles of Organization must match the name in Item #2 on the Statement of Conversion portion of this filing.):

Cape Fox Lodge, LLC

**ARTICLE 2**: The purpose of the company (may include "any lawful") and, separately, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

| Purpose: Any lawful purpose | NAICS code: | 7 | 2 | 1 | 1 | 1 | 0 |
|---|---|---|---|---|---|---|---|

**ARTICLE 3**:
The registered agent for the domestic (Alaskan) limited liability company (listed in Article #1 on the Articles of Organization) is the same agent on record for the converting (changing from) entity (listed in Item #1 on the Statement of Conversion). Per Alaska Statutes the registered agent information may only be updated via a Statement of Change Registered Agent form. The non-refundable filing fee for a Statement of Change is $25.

**ARTICLE 4**: Management. Choose only one of the options below:

☑ The limited liability company is managed by its Members.
(There must be at least one member and there are no managers.)

-OR-

☐ The limited liability company is managed by a Manager.
(There must be at least one member and one manager; additionally the manager(s) have sole decision making power within the LLC.)

**ARTICLE 5: Optional Provisions and Additional Articles**

- Attach additional pages for continuation of optional provisions and/or additional articles.
- Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes.
- Additional articles should be a continuation of the numbering as it appears on these Articles of Incorporation.

Attach an additional 8.5" x 11" sheet if necessary.

**SIGNATURES:**
Per AS 10.55.405(d) the Articles of Organization filed with the Statement of Conversion (form 08-578) does not need to be signed; the Statement of Conversion portion of this filing must be signed.

**NOTE - Operating Agreement:** An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

RECEIVED
Juneau
JAN 05 2018
CBPL

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX
Office Use Only **CORP**

# ARTICLES OF AMENDMENT
## Domestic Limited Liability Company
## AS 10.50.100

☐ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

**ITEM 1**: Name of the Entity:

| Name of the Entity | Alaska Entity #: |
|---|---|
| Cape Fox Lodge, LLC | 44877D |

**ITEM 2**:

| | |
|---|---|
| Date the original Articles of Organization were filed: | 11/29/1987 |

**ITEM 3**: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 4: Management is being amended. The limited liability company is managed by a Manager.

Attach a separate sheet if needed.

**ITEM 4**: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

| Signature | Printed name | Title | Date |
|---|---|---|---|
| Clifford Blair | Clifford Blair | President of Cape Fox Corp | 4-27-2018 |

***If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.***

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



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State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

# ARTICLES OF AMENDMENT

**Domestic Limited Liability Company**
**AS 10.50.100**

**Filing Fee: $25.00 (non-refundable)**

**INSTRUCTIONS** ***(Please retain for your records):***

**NOTICE:** The Articles of Amendment will not be filed if a biennial report is due or the signatures do not match what the Corporations Section has on record. Please verify the following before completing the application.

- Have all current biennial reports be filed?
- Are the members/managers up to date on our records?

To verify this information please search for the entity by going to Search Corporations Database in the Corporations Section of our website at www.commerce.alaska.gov/occ. If there is a biennial report due, the report may be filed online by selecting Biennial Reports on the Corporations Section page. If the members/managers have changed, but no biennial report is due, please submit a Notice of Change located in the Forms and Fees section.

**Refer to Alaska Statutes 10.50.100. The Articles of Amendment correctly set out, without change, the provisions of the articles being amended.**

**ITEM 1**: Provide the name of the entity currently on record and the Alaska Entity Number.

**ITEM 2**: Provide the date the Articles of Organization were originally filed.

**ITEM 3**: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

**ITEM 4**: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

**NOTE**: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



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# OPERATING AGREEMENT

# OF

# CAPE FOX LODGE, LLC

Dated effective January 1, 2018

AMCO Received 11/30/20

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## OF
## CAPE FOX LODGE, LLC


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AMCO Received 11/30/20

# OPERATING AGREEMENT
# OF
# CAPE FOX LODGE, LLC

**THIS OPERATING AGREEMENT** (this "**Agreement**") of **CAPE FOX LODGE, LLC**, is made effective as of the 1st day of January, 2018, by Cape Fox Commercial Services, LLC, an Alaska limited liability company (the "**Member**"). Effective as of January 1, 2018, Cape Fox Corporation, an Alaska corporation ("**Cape Fox**"), contributes and transfers to the Member all right, title, and interest in 100% of the ownership of the Company in exchange for and in connection with the issuance of 100% of the membership interest of the Member to Cape Fox (such that the Member is wholly owned by Cape Fox). This Agreement supersedes all prior agreements and understandings relating to the Company among the Members. As set forth in Section 2.1 below, the Manager of the Company is Cape Fox Corporation.

## ARTICLE 1
## FORMATION AND TERM

**1.1** **NAME.** The name of the limited liability company is "Cape Fox Lodge, LLC" (the "**Company**").

**1.2** **PURPOSE.** The Company was formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Alaska Revised Limited Liability Act (the "**Act**") and engaging in any and all activities necessary or incidental to the foregoing.

**1.3** **PRINCIPAL OFFICE.** The address of the Company's current principal office is 800 Venetia Avenue, Ketchikan, Alaska 99901. At any time, the Company's Manager (as later defined in this Agreement) may designate another principal office.

**1.4** **REGISTERED OFFICE AND AGENT.**

**(A)** Registered Office. The post office mailing address of the Company's current registered office for service of process in the State of Alaska is P.O. Box 8558, Ketchikan, Alaska 99901, and the physical office address of the current registered office of the Company for service of process in the State of Alaska is 2851 S. Tongass Hwy, Ketchikan, Alaska 99901.

(B) Registered Agent. The name and address of the Company's current registered agent for service of process in the State of Alaska as of the date of this Agreement is Amy Detienne, who is a resident of the State of Alaska and whose business address is the same as the address of the initial registered office of the Company.

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(C) Change of Registered Office or Registered Agent. At any time, the Manager may designate another registered agent and another registered office in its sole discretion.

1.5 **CONVERSION OF CORPORATION.** The Member was the sole shareholder of Cape Fox Lodge Corporation, an Alaska corporation incorporated on November 20, 1989 (the "**Corporation**"). Now the Corporation has been converted into this limited liability company pursuant to the Alaska Revised Limited Liability Company Act by causing an organizer to file a Statement of Conversion with the Alaska Department of Commerce, Community and Economic Development, effective December 6, 2017. The Member's rights and liabilities will be as provided in the Act, except as otherwise provided by this Agreement.

1.6 **TERM.** The term of the Company will continue until the Company is dissolved in accordance with this Agreement and the Act.

1.7 **QUALIFICATION IN OTHER JURISDICTIONS.** The Manager will cause the Company to be qualified or registered in any jurisdiction in which the Company transacts business, including the Commonwealth of Virginia. The Manager or any officer of the Company, as an authorized person, within the meaning of the Act, will execute, deliver, and file any certificates necessary for the Company to qualify to do business in any such jurisdictions.

## ARTICLE 2
## POWERS AND MANAGERS

2.1 **THE MANAGER.** In accordance with Section 10.50.110 of the Act, the Company's business and affairs are vested in a Manager, which is hereby expressly named as **Cape Fox Corporation**, an Alaska corporation (when acting in that capacity, the "**Manager**"). The Manager has the complete right, power, and discretion to operate and control the Company's affairs, including the power and authority to bind the Company and otherwise to act for and on behalf of the Company.

2.2 **OFFICERS.**

(A) Appointment. From time to time, the Manager may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business (subject to the Manager's supervision and control) who may be designated as "officers" of the Company as and to the extent authorized by the Manager. Any number of offices may be held by the same person. Officers need not be residents of the State of Alaska. Any officers so designated will have such authority and perform such duties as the Manager, from time to time, may delegate to them. Each officer will hold office until his successor is duly designated and has qualified as an officer or until his death or until he resigns or has been removed. The Manager, from time-to-time, will fix the salaries or other compensation, if any, of the officers. The Manager may leave any office vacant or open at any time in the Manager's sole discretion.



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**(B)** Resignation and Removal. Any officer may resign his office at any time. His resignation will be made in writing and will take effect at the time specified in the resignation, or if no time is specified, then at the time of its receipt by the Manager. The Manager may remove any officer from his office, either with or without cause, at any time.

**(C)** Duties of Officers Generally. The officers, in the performance of their duties as such, (i) owe to the Company and the Member duties of loyalty and due care of the type owed by the officers of a corporation to the corporation and its shareholders under the laws of the State of Alaska, (ii) must keep the Manager apprised of any and all material developments in the Company's business, and (iii) will present to the Manager, at least annually, a review of the Company's performance, including operating and capital budgets for the Company.

**(D)** President. Subject to the Manager's powers, the Company's president has general and active management of the Company's business and is to see that all of the Manager's orders and resolutions are effectuated. The president will have such other powers and perform such other duties as the Manager may prescribe.

**(E)** Vice President(s). The Company's vice president(s) will perform such duties and have such other powers as the president or the Manager may prescribe from time to time. A vice president may be designated as an executive vice president, a senior vice president, an assistant vice president, or otherwise.

**(F)** Secretary. When instructed by the Manager, the Company's secretary will record all the proceedings of meetings. The secretary will keep all documents as may be required under the Act. The secretary will perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the president or the Manager. The secretary will have the general duties, powers, and responsibilities of a secretary of a corporation.

**(G)** Treasurer. The Company's treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Company's properties and business transactions, including accounts of the Company's assets, liabilities, receipts, disbursements, gains, and losses. The treasurer will keep full and accurate accounts of receipts and disbursements in books belonging to the Company and deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as the Manager may designate. The treasurer will receive, keep, and disburse all moneys belonging to or coming to the Company. The treasurer will prepare, or cause to be prepared, detailed reports and records of all of the Company's expenses, losses, gains, assets, and liabilities and will perform such other duties in connection with the administration of the Company's financial affairs as the president or Manager may prescribe from time to time.



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## 2.3 MAJOR ACTIONS THAT REQUIRE ADDITIONAL CONSENT(S).

(A) **Notwithstanding anything in this Agreement to the contrary, the affirmative vote or written consent of the Company's Member and Manager (i.e., Cape Fox Corporation) is required for the Company to do any of the following:**

i. merge with one or more limited liability companies, limited partnerships or corporations;

ii. sell or transfer all or substantially all of the Company assets;

iii. issue any new ownership interest to any person;

iv. create any new subsidiary;

v. enter into any transaction or contract that has the potential to personally benefit any officer, executive, or employee, or family or affiliate of any such officer, executive, or employee, regardless of whether such transaction or contract is in best interest of the Company.

(B) **Further, notwithstanding anything in this Agreement to the contrary, the following actions or activities required the prior approval of the Person(s) set forth below before any such action will be undertaken:**

| Proposed Action or Activity | Prior Approval Required from the Manager or Senior Officer of the following: | | |
|---|---|---|---|
| | Subsidiary (the Company) | Holding Company (the Member) | CFC Board (Cape Fox) |
| **Business Development** | | | |
| Business Acquisitions/Divestures (All) | | | X |
| Joint Ventures (All) | | | X |
| Minority Equity Ownerships (All) | | | X |
| **Commercial Transactions** | | | |
| Contract Commitment <$200k | X | | |
| Contract Commitment >$200k | | X | |
| Contract Commitment >$1M | | | |
| Capital Investment < $200K | X | | |
| Capital Investment > $200K <$1M | | X | |
| Capital Investment > $1M | | | X |
| **Contracts and Pricing** | | | |
| International Proposal >$1M | | | X |
| International Proposal >$100K | | X | |
| **Establishment of Bank Accounts** | | | |



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| | | | |
|---|---|---|---|
| Establishment of all Bank Accounts | | | X |
| Debt/Lease Financing <$100k | | X | |
| Debt/Lease Financing >$500k | | | X |
| **Real Estate** | | | |
| Real Property Lease < 5 years and <$100K total obligation | X | | |
| Real Property Lease > 5 years or <$500K total obligation | | X | |
| Real Property Lease >$500K total obligation | | | X |
| **Asset Disposal and write-off's** | | | |
| Sell Capitalized assets <$150k book value | X | | |
| Sell Capitalized assets >$150k book value | | X | |
| Sell Capitalized assets >$1M book value | | | X |
| **Contributions** | | | |
| Charitable Contributions and Donations <$500 | X | | |
| Charitable Contributions and Donations <$5000 | | X | |
| Charitable Contributions and Donations >$5000 | | | X |
| **Human Resources** | | | |
| Fringe Benefit Plans | | X | |
| Offer of Extended Benefits, Outplacement or other non customary approaches | | X | |
| Employee Salary and Bonus Plans | | X | |
| Offers of Employment Salary >$150k for non project positions and roles | | X | |
| Signing Bonuses for New Employees (above one pay period salary) | | X | |
| Dismissal for Cause | X | | |
| RIF's and Layoffs | | X | |
| **Legal** | | | |
| Entering into Non-Disclosure Agreements and Teaming Agreements | X | | |
| Appointment of Holding Company Managers | | | X |
| Hiring of Outside Counsel | | X | |
| Hiring of Corporate Counsel | | | X |

## ARTICLE 3
## CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

**3.1** **CAPITAL CONTRIBUTIONS.** The Member has made capital contributions to the Company in exchange for the Member's Membership Interest. The Member may contribute additional cash or other property to the Company as the Member decides, from time to time. Notwithstanding the foregoing, the Member is not required to make additional capital contributions to the Company.

**3.2** **ALLOCATIONS.** The Company's profit and loss will be allocated to the Member.



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3.3 **DISTRIBUTIONS.** Distributions will be made to the Member at the times and in the aggregate amounts determined by the Manager.

3.4 **ACCOUNTING METHOD.** The accounting for the Company will be in accordance with accounting principles determined by the Manager.

3.5 **ENTITY CLASSIFICATION.** For U.S. federal income tax purposes, the Company is disregarded as an entity separate from its owner within the meaning of Treasury Regulations section 301.7701-3 and will not make an election to be classified as a corporation.

## ARTICLE 4
## ADMISSION OF A MEMBER

4.1 **ADMISSION OF A MEMBER.** The Member has been admitted as a member of the Company under this Agreement. No person may be admitted as a member of the Company unless the Member consents in writing.

4.2 **ASSIGNMENT.** The Member may assign all or any part of its ownership of the Company at any time (an assignee is referred to as a "**Permitted Transferee**"). A Permitted Transferee will become a substituted Member automatically upon an assignment.

## ARTICLE 5
## DISSOLUTION AND TERMINATION

5.1 **DISSOLUTION.** The Company will dissolve, and its affairs will be wound-up only upon the first to occur of any of the following: (A) the decision of the Member; (B) an event of the Company's dissolution under the Act; or (C) at any time there is no member of the Company, unless the Company is continued in accordance with the Act. The proceeds from liquidation of Company properties and dissolution will be applied as follows: first, to the satisfaction of the Company's debts other than to the Member; second, to payment of amounts owed to the Member for amounts borrowed from and not repaid to the Member; and third, to the Member.

5.2 **TERMINATION.** The Company will terminate when all of its assets, after payment of or due provision for all of the Company's debts, liabilities, and obligations have been distributed to the Member in the manner provided for in this Article 5.

## ARTICLE 6
## LIABILITY, EXCULPATION AND INDEMNIFICATION

6.1 **LIABILITY.** Except as otherwise provided by the Act, the Company's debts, obligations and liabilities, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Covered Person (as later defined in this Agreement) will be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Covered Person.



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6.2 **INDEMNIFICATION.** To the fullest extent permitted by applicable law, a Covered Person is entitled to indemnification from the Company for any loss, damage, or claim incurred by the Covered Person by reason of any act or omission performed or omitted by the Covered Person in good faith on the Company's behalf and in a manner reasonably believed to be within the scope of authority conferred on the Covered Person by this Agreement. Any indemnity under this Section 6.2 will be provided out of and to the extent of Company assets only.

6.3 **COVERED PERSON.** For purposes of this Article 6, **"Covered Person"** means the Manager, Member, any affiliate of the Manager or Member, any officers, directors, shareholders, of the Manager or Member, or an officer of the Company, who was elected or appointed to such position by the Company's Manager.

## ARTICLE 7
## MISCELLANEOUS

7.1 **ENTIRE AGREEMENT.** This document constitutes the entire Agreement and understanding by the Member with respect to the Company and supersedes all prior agreements and undertakings, if any, with respect to this Agreement's subject matter.

7.2 **AMENDMENT.** This Agreement may be amended only upon the written document signed by the Member.

7.3 **INTERPRETATION.** This Agreement's headings are only for reference and do not affect this Agreement's interpretation. Underscored references to Articles, Sections, clauses, or Exhibits refer to those portions of this Agreement, and any underscored references to a clause, unless otherwise identified, refer to the appropriate clause within the same Section in which the reference occurs. All Exhibits referenced in this Agreement are incorporated into this Agreement and are made part of it.

7.4 **GOVERNING LAW.** The laws of the State of Alaska, without regard to its conflict of laws provisions, exclusively govern this Agreement.

7.5 **NUMBERS AND GENDER.** Where the context so indicates, the masculine includes the feminine and neuter, the singular includes the plural and the plural includes the singular, and person includes a corporation, firm, or any other entity.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

#3658159v1 084619/000004



AMCO Received 11/30/20

**IN WITNESS WHEREOF**, the undersigned Member and Manager of Cape Fox Lodge, LLC, has duly signed this Operating Agreement under seal effective as of the date first written above.

*Manager:*

**CAPE FOX CORPORATION**

By: Clifford Blair (Seal)
Name: Clifford Blair
Title: Board President

*Member:*

**CAPE FOX COMMERCIAL SERVICES, LLC**

By: Clifford Blair (Seal)
Name: Clifford Blair
Title: Board President

[SIGNATURE PAGE TO
OPERATING AGREEMENT OF CAPE FOX LODGE, LLC]

AMCO Received 11/30/20

THE STATE of ALASKA

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

**COR**

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

# Notice of Change of Officials

## Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

**1. Important:** AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials. — *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes. — *AS 10.50.860-.870*

**2. Fee:** ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

**3. Entity Information:** AS 10.50.765

Entity Name: Cape Fox Lodge, LLC

Alaska Entity Number: 44877D



AMCO Received 11/30/20

## 4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Cape Fox Corporation

Name:

Name:

Name:

If an official is not being removed from record, then list them in Item #5 below (with their current information).

## 5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

| FULL LEGAL NAME | COMPLETE MAILING ADDRESS | % OWNED | MEMBER | Manager |
|---|---|---|---|---|
| Cape Fox Commercial Services, LLC | PO Box 8558, Ketchikan, AK 99901 | 100 | x | |
| Chris Luchtefeld | PO Box 8558, Ketchikan, AK 99901 | | | x |
| | | | | |
| | | | | |
| | | | | |

→ If necessary, use the following supplement page and include all information required above in Item #5.

## 6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [signature] Date: 4/27/2018

Printed Name: Chris Luchtefeld

Title of Authorized Signer: ☐ Member ☒ Manager ☐ Attorney-in-fact

*If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.*



AMCO Received 11/30/20

THE STATE of ALASKA

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

**COR**

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

# Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

| **Entity Information** | Enter your entity information as it appears on this filing. |
|---|---|
| Entity Name: | Cape Fox Lodge, LLC |
| AK Entity #: | 44877D |

| **Contact Person** | Whom may we contact with any questions or problems with this filing? |
|---|---|
| Company: | Cape Fox Corporation |
| Contact: | Crystal Blair |
| Mailing Address: | Address: PO Box 8558 |
| | City: Ketchikan State: AK ZIP: 99901 |
| Phone: | (907)225-5163 x428 |
| Email: | crystal.blair@capefoxcorp.com |

| **Document Return Address** | Provide an address for the return of your filed documents. |
|---|---|
| ☒ Return my filings to the address provided **ABOVE** | |
| ☐ Return my filings to this address provided **BELOW** | |
| Company: | |
| Contact: | |
| Mailing Address: | Address: PO Box 8558 |
| | City: Ketchikan State: ZIP: 99901 |



AMCO Received 11/30/20

# Notice of Change of Officials SUPPLEMENT

## If used, this supplement must be returned with Form 08-491

Entity Name: Cape Fox Lodge, LLC

Alaska Entity Number: 44877D

**4. REMOVE from Record** (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

**5. ALL Current Officials** (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

| FULL LEGAL NAME | COMPLETE MAILING ADDRESS | % OWNED | MEMBER | Manager |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.



AMCO Received 11/30/20

THE STATE of ALASKA

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

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
333 Willoughby Avenue, 9th Floor, Juneau, AK 99801
PO Box 110806, Juneau, AK 99811
Phone: (907) 465-2550 · Fax: (907) 465-2974

# CREDIT CARD PAYMENT

For security purposes please **do not email** credit card information. Fax or mail this credit card payment form to the Division. Completion of this form is not proof of payment until the Division processes the information. If any information on this form is illegible, the form will be rejected.

Name of Applicant or Licensee: Cape Fox Lodge, LLC

Type of License: Domestic LLC License Number *(if applicable)*: 44877D

I wish to make payment by credit card for the following *(check all that apply)*:

| | | Amount |
|---|---|---|
| ☒ | Application Fee: Change of Officials (CORF) | $25.00 |
| ☐ | License or Renewal Fee: | |
| ☐ | Other *(name change, wall certificate, fine, duplicate license, exam, etc.)*: | |
| | 1. | |
| | 2. | |
| | **Total:** | $25.00 |

Name *(as shown on credit card)*: _____

Mailing Address: _____

Phone: _____ Email *(optional)*: _____

Credit Card Type: ☐ VISA — or — ☐ Mastercard

→ **Signature of Credit Card Holder:** _____

**VISA or Mastercard Number:** _____ **Expiration Date:** _____

***This section below the dotted line will be destroyed upon processing of the payment.***



AMCO Received 11/30/20

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX

Office Use Only **CORP**

## CONTACT INFORMATION SHEET

Please return this document with your filing. This information will only be used to resolve questions with the filings attached. **NOTE**: this form will not be filed for record or appear online.

Name of entity as it appears on filing:

| |
|---|
| Cape Fox Lodge, LLC |

To resolve questions with this filing, contact:

| | |
|---|---|
| Name: Crystal Blair | |
| Email: crystal.blair@capefoxcorp.com | Phone: (907)225-5163 x428 |
| Mailing address: PO Box 8558, Ketchikan, AK 99901 | |

Return documents to:

| |
|---|
| Name: Crystal Blair |
| Company: Cape Fox Corporation |
| Mailing address: PO Box 8558, Ketchikan, AK 99901 |

Attach this form to your filings. Send all documents to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

Alaska Business License # **2098370**

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

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

# Bar Harbor Ale House

7050 Infantry Ridge Road, Manassas, VA 20109

owned by

CAPE FOX LODGE, LLC

is licensed by the department to conduct business for the period

January 22, 2020 to December 31, 2021
for the following line(s) of business:

72 - Accommodation and Food Services

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

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

Julie Anderson
Commissioner

AMCO Received 11/30/20

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

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

# ENTITY DETAILS

## Name(s)

| Type | Name |
|---|---|
| Legal Name | CAPE FOX LODGE, LLC |
| Previous Legal Name | CAPE FOX HOTEL CORPORATION |

**Entity Type:** Limited Liability Company

**Entity #:** 44877D

**Status:** Good Standing

**AK Formed Date:** 11/20/1989

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2021 File Biennial Report

**Entity Mailing Address:** PO BOX 8558, KETCHIKAN, AK 99901

**Entity Physical Address:** 800 VENETIA AVE, KETCHIKAN, AK 99901

## Registered Agent

**Agent Name:** Jessica Albertsen

**Registered Mailing Address:** PO BOX 8558, KETCHIKAN, AK 99901

**Registered Physical Address:** 2851 S TONGASS HWY, KETCHIKAN, AK 99901

## Officials

☐Show Former

| AK Entity # | Name | Titles | Owned |
|---|---|---|---|
| 10070007 | Cape Fox Commercial Services, LLC | Member | 100.00 |
| | CHRIS LUCHTEFELD | Manager | |

# Filed Documents

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 12/14/1988 | Biennial Report | Click to View | |
| 11/29/1989 | Creation Filing | Click to View | |
| 5/07/1990 | Biennial Report | | |
| 1/30/1991 | Biennial Report | | |
| 1/04/1993 | Biennial Report | Click to View | |
| 1/30/1995 | Biennial Report | Click to View | |
| 12/23/1996 | Biennial Report | Click to View | |
| 12/10/2001 | Biennial Report | Click to View | |
| 1/04/2002 | Agent Change | Click to View | |
| 4/10/2003 | Biennial Report | Click to View | |
| 9/13/2005 | Biennial Report | Click to View | |
| 4/10/2006 | Agent Change | Click to View | |
| 12/22/2006 | Biennial Report | Click to View | |
| 5/10/2010 | Biennial Report | Click to View | |
| 5/17/2010 | Agent Change | Click to View | |
| 10/11/2011 | Biennial Report | Click to View | |
| 2/27/2013 | Biennial Report | Click to View | |
| 2/27/2013 | Agent Change | Click to View | |
| 12/27/2013 | Certificate of Compliance | | Click to View |
| 12/19/2014 | Change of Officials | Click to View | |
| 12/19/2014 | Agent Change | Click to View | |
| 1/27/2015 | Biennial Report | Click to View | |
| 6/26/2015 | Agent Change | Click to View | |
| 1/19/2016 | Change of Officials | Click to View | |
| 1/19/2016 | Agent Change | Click to View | |
| 7/29/2016 | Agent Change | Click to View | |
| 12/22/2016 | Biennial Report | Click to View | |
| 1/31/2017 | Change of Officials | Click to View | |
| 2/01/2017 | Change of Officials | Click to View | |
| 12/14/2017 | Certificate of Compliance | | Click to View |
| 1/05/2018 | Conversion | Click to View | Click to View |
| 2/13/2018 | Certificate of Compliance | | Click to View |
| 2/21/2018 | Change of Officials | Click to View | |
| 5/21/2018 | Amendment | Click to View | Click to View |
| 5/21/2018 | Change of Officials | Click to View | |
| 11/08/2018 | Certificate of Compliance | | Click to View |
| 12/07/2018 | Biennial Report | Click to View | |
| 12/27/2018 | Change of Officials | Click to View | |

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 9/05/2019 | Change of Officials | Click to View | |
| 1/21/2020 | Agent Change | Click to View | |
| 2/03/2020 | Certificate of Compliance | | Click to View |
| 3/24/2020 | Certificate of Compliance | | Click to View |
| 4/17/2020 | Certificate of Compliance | | Click to View |

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Alaska Entity #10122906

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

# Certificate of Business Name Registration

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**CAPE FOX LODGE, LLC**
**Owner(s) of the name**
**Bar Harbor Ale House**
**expiring on December 31, 2024**

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 22, 2020**.

Julie Anderson
Commissioner

AMCO Received 11/30/20

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community, and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 17, 2021

City of Ketchikan
Within Ketchikan Gateway Borough
Attn: Kim Stanker, Taylor Lee, Kacie Paxton
Via Email: kims@ktn-ak.us
taylorl@ktn-ak.us
Cc: boroclerk@kgbak.us
deputyclerk@kgbak.us

| **License Type:** | Package Store | **License Number:** | 4057 |
|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | |
| **Doing Business As:** | No DBA | | |
| **Premises Address:** | No Premises | | |

☐ **New Application** ☒ **Transfer of Ownership Application**
☐ **Transfer of Location Application** ☐ **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under because of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application because the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

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

**Alaska Alcoholic Beverage Control Board**

# Internal Checklist: Liquor License New & Transfer

This checklist should be used as a guide when processing liquor license applications. **However it is not exhaustive.** Please see the Examiner Desk Manual for more information.

**General:**

- ☐ **What type of application is this? (Circle all that apply)**
  - **New**
  - **Transfer** *IF A TRANSFER IS OCCURING IS THIS A TRANSFERRABLE LICENSE TYPE?* **YES/NO**
    - *Use the List of Non Transferrable licenses to confirm.*
    - **Location**
    - **Ownership**
    - **Controlling interest**
      - *If controlling interest is changing, check for any other licenses held by the entity, transfers will be required for all licenses held.*
    - **Security Interest**
    - **Involuntary retransfer**
- ☐ **Are there available licenses of this type in this LGB?** **YES/NO**
  - *If NO, check to see if a request for expiration is required- if one is, write it on the master checklist.*
- ☐ **Is there an existing license in this location?** **YES/NO**
  - *If YES, check to see if a request for expiration is required- if one is, write it on the master checklist.*
- ☐ **Does anyone in the proposed ownership own any other licenses?** **YES/NO**
  - *If YES, discuss with the management team to ensure that prohibited financial interest is not violated.*
    - *Is prohibited financial interest violated?* **YES/NO**
- ☐ **Is this a Brewpub or Beverage Dispensary-Duplicate?** **YES/NO**
  - *If YES, indicate the "master" license number_____.*
- ☐ **Is this license in a location outside of a LGB?** **YES/NO**
  - *If YES, check to see if a petition is required. If it is, make sure that you have shown that on the supplemental checklist.*
- ☐ **Is the premises diagram compliant with the requirements of the form?**
  - *Please ensure that you have reviewed against **all of the form requirements**, that it is **legible**, and that there are **no invisible walls/unlabeled area(s)**.*
  - *If there is **ANYTHING** strange about the premises, discuss with the management team.*

**License Type Specific Checks:**

- ☐ **Wholesale**
  - **Is the premises in a personal storage unit?** **YES/NO**
- ☐ **Tourism**
  - **Is this license in an airport terminal?** **YES/NO**
  - **Is this license in a Hotel/Motel Etc.?** **YES/NO**
    - *If yes:*
      - *Are there enough rooms based on population?* **YES/NO**
      - *Make sure that the other requirements are met and addressed in the Tourism Statement.*
- ☐ **Outdoor Recreation Lodge**
  - *Does this establishment provide overnight accommodations and meals?* **YES/NO**
  - *Is the business primarily involved in offering outdoor recreation activities?* **YES/NO**
  - *Does it provide at least two guest rooms?* **YES/NO**
- ☐ **Recreational Site**
  - *Do the service hours show that alcohol is being served no more than 1 hour before and after the recreational events that are being hosted?* **YES/NO**
  - *Are the events qualifying "recreational" events hosted during a season?* **YES/NO**

**Alaska Alcoholic Beverage Control Board**

# Master Checklist:
# Transfer Liquor License Application

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

| | | | |
|---|---|---|---|
| **License Type:** | Package Store | **License Number:** | 4057 |
| **Doing Business As:** | No DBA | **Date Received:** | |
| **Examiner:** | Nathanael D Hall | **Date License Issued:** | |

| Document | Received | Completed | Document | Received | Completed |
|---|---|---|---|---|---|
| AB-01: Transfer App | 11/30 | 3/11 | AB-11: Creditors Affidavit | 11/30 | 3/11 |
| AB-02: Premises Diagram | 11/30 | No Prem | Entity Documents | 11/30 | 3/11 |
| AB-07: Posting Affidavit | 11/30 | 3/11 | Lease or Deed | 11/30 | 3/11 |
| Publisher's Affidavit | 11/30 | 3/11 | Fingerprint Cards | rescinded | rescinded |
| AB-08(a/b): Crim. History | 11/30 | rescinded | App, Lic, and FP Fees | 11/30 | 3/11 |
| AB-09: Financial Interest | 11/30 | 3/11 | Suppl. Check. Rqd? | No | |
| Notes | lien dispute resolved, not related to transferees | | | | |

| | | | |
|---|---|---|---|
| **Names on Received Fingerprint Cards:** | rescinded | | |
| **Owner ID #:** | 4169 | **Associate ID #s:** | 6077 |
| **Background Checks Complete:** | n/a | | |

| | | | |
|---|---|---|---|
| **Correction Letter Date(s):** | 3/3 | **Det. Complete:** | 3/11 |
| **Board Meeting Date:** | 3/30/21 | **Board Action:** | |

| Agency | Date & Response | Agency | Date & Response |
|---|---|---|---|
| LGB 1 | | DOR | |
| LGB 2 | | DOL - WC | |
| DEC | | DOL - ES | |
| Fire Marshal | | Creditors | |

| | |
|---|---|
| **Objections Received** | |
| **Staff Questions for Board** | |

| | |
|---|---|
| **Requirements for Finalization** | |

RECEIVED
By ndhall at 3:05 pm, Mar 04, 2021

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

# Form AB-01: Transfer License Application

**What is this form?**

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

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

## Section 1 – Transferor Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Ronald John McKinley | | **License #:** | | 4057 |
| **License Type:** | Package Store | | **Statutory Reference:** | | 04.11.150 |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |
| **Local Governing Body:** | | | | | |

**Transfer Type:**

- [x] Regular transfer
- [ ] Transfer with security interest
- [ ] Involuntary retransfer

| *OFFICE USE ONLY* | | | |
|---|---|---|---|
| ***Complete Date:*** | | ***Transaction #:*** | |
| ***Board Meeting Date:*** | | ***License Years:*** | |
| ***Issue Date:*** | | ***BRE:*** | |

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 2 – Transferee Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | NO Premises | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |
| **Community Council:** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Mailing Address:** | 800 Venetia Way | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

| | | | |
|---|---|---|---|
| **Designated Licensee:** | Chris Luchtefeld | | |
| **Contact Phone:** | 301-956-0216 | **Business Phone:** | 907-225-5163 |
| **Contact Email:** | cluchtefeld@capefoxss.com | | |

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

## Section 3 – Premises Information

**Premises to be licensed is:**

☐ an existing facility ☐ a new building ☐ a proposed building

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

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

No Premises

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

No Premises

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# Form AB-01: Transfer License Application

## Section 4 – Sole Proprietor Ownership Information

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

**This individual is an:** ☐ applicant ☐ affiliate

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | | | | | |
| **Address:** | | | | | |
| **City:** | | **State:** | | **ZIP:** | |

**This individual is an:** ☐ applicant ☐ affiliate

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | | | | | |
| **Address:** | | | | | |
| **City:** | | **State:** | | **ZIP:** | |

## Section 5 – Entity Ownership Information

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

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

| | | | | | |
|---|---|---|---|---|---|
| **Entity Official:** | Cape Fox Commercial Services, LLC | | | | |
| **Title(s):** | Member | **Phone:** | 907-225-5163 | **% Owned:** | 100 |
| **Address:** | PO Box 8558 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

| | | | | | |
|---|---|---|---|---|---|
| **Entity Official:** | Chris Luchtefeld | | | | |
| **Title(s):** | Manager | **Phone:** | 301-956-0216 | **% Owned:** | 0 |
| **Address:** | PO Box 8558 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| **DOC Entity #:** | 44877D | **AK Formed Date:** | 11/20/1989 | **Home State:** | AK |
| **Registered Agent:** | Jessica Albertson | | **Agent's Phone:** | 907-225-5163 | |
| **Agent's Mailing Address:** | PO Box 8558 | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

**Residency of Agent:**

| | Yes | No |
|---|---|---|
| Is your corporation or LLC's registered agent an individual resident of the state of Alaska? | ☑ | ☐ |

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 6 – Other Licenses

**Ownership and financial interest in other alcoholic beverage businesses:**

| | Yes | No |
|---|---|---|
| Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska? | ☑ | ☐ |

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

Cape Fox Lodge, LLC License #:2948Beverage Dispensary - Tourism
Cape Fox Lodge, LLC License #:80 Package Store
Cape Fox Lodge, LLC License #:713 Beverage Dispensary
Cape Fox Lodge, LLC License #. 4142 Restaurant or Eating Place License
Cape Fox Lodge, LLC License#: 810 Beverage Dispensary
Cape Fox Lodge, LLC License #:5869 Beverage Dispensary
Cape Fox Lodge, LLC License #:5868 Package Store
Chris Luctefeld has financial interest in the licenses listed above.

## Section 7 – Authorization

**Communication with AMCO staff:**

| | Yes | No |
|---|---|---|
| Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff? | ☑ | ☐ |

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

Tim Lewis, He is the Commercial Business Manager for Cape Fox Lodge LLC
907-782-9471
tlewis@capefoxlodge.com

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 8 – Transferor Certifications

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

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

Ronald McKinley
Signature of transferor

RONALD McKINLEY
Printed name of transferor

Subscribed and sworn to before me this 30th day of November, 2020.

Signature of Notary Public

State of Alaska
NOTARY PUBLIC
John W. Peterson
My Commission Expires Nov 27, 2024

Notary Public in and for the State of Alaska.

My commission expires: Nov. 27, 2024

_____
Signature of transferor

_____
Printed name of transferor

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

_____
Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 9 – Transferee Certifications

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

| | Initials |
|---|---|
| I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application. | CL |
| I certify that all proposed licensees have been listed with the Division of Corporations. | CL |
| I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. | CL |
| I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465. | CL |
| I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application. | CL |

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

Signature of transferee

Chris Luchtefeld
Printed name

Subscribed and sworn to before me this 23 day of November, 2020.

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Alcohol and Marijuana Control Office
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Anchorage, AK 99501
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**Alaska Alcoholic Beverage Control Board**

# Form AB-02: Premises Diagram

**What is this form?**

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

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

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

| | Yes | No |
|---|---|---|
| I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. | ☐ | ☑ |

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | **License Number:** | 4057 | | |
| **License Type:** | Package Store | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | City Of Ketchikan | **State:** | AK | **ZIP:** | 99901 |



AMCO Received 11/30/20

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

# Form AB-02: Premises Diagram

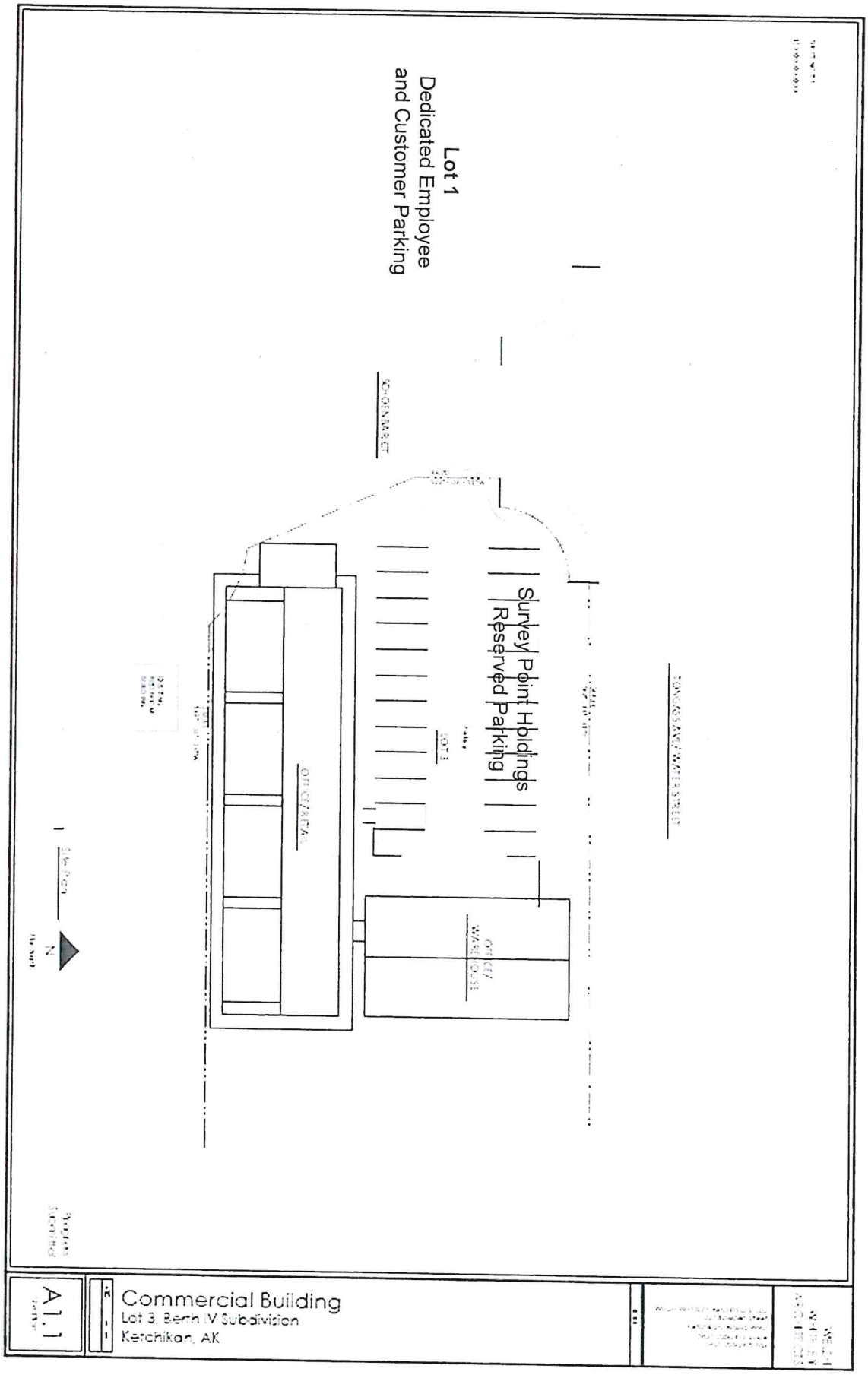
## Section 2 – Detailed Premises Diagram

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

No premises

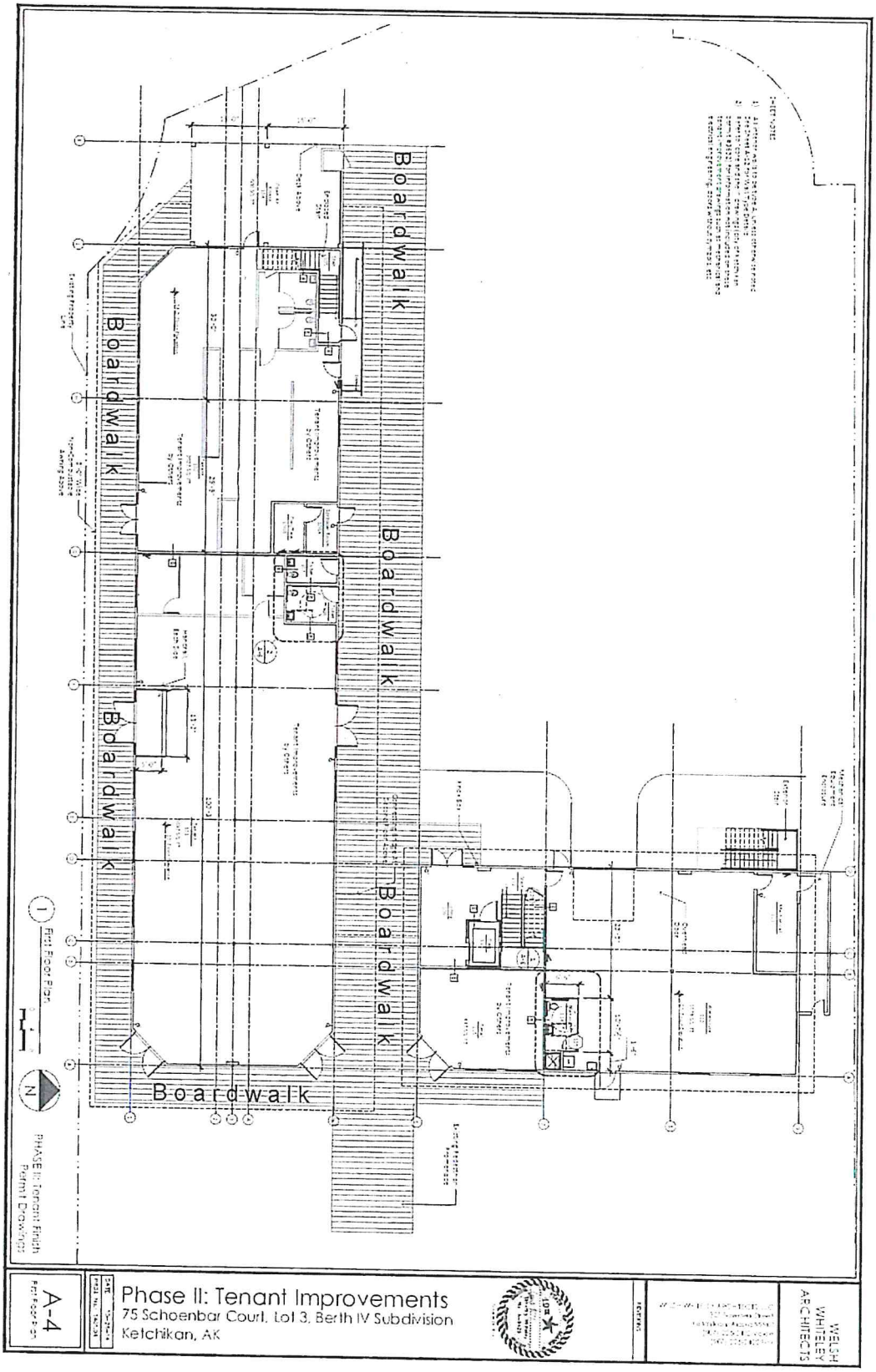


AMCO Received 11/30/20




**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMCO Received 11/30/20




**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMCO Received 1/30/20

AMCO Received 11/30/20

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

Alaska Alcoholic Beverage Control Board

# Form AB-07: Public Notice Posting Affidavit

**What is this form?**

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

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

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Package Store | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

## Section 2 – Certification

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

Start Date: 11/06/2020 End Date: 11/21/2020

Other conspicuous location: Ketchikan Public Library

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

Signature of licensee

Chris Lechtefeld
Printed name of licensee

LYNN ALLEN COMPTON
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

AMCO received 3/4/21

CAPE FOX
CORPORATION

Cape Fox Lodge, LLC
800 Venetia Ave.
Ketchikan, AK 99901

March 4th, 2021

Nathan Hall
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
907-269-5065

Dear Mr. Hall,

I am writing with a request to rescind form AB-08a: Authorization of Records Release AS 04.11.295, AS 04.11.300 and 3 AAC 304.105(1)(2). Because my background was completed within the last 5 years with AMCO, this form is not required.

This letter applies to licenses 4142, 4057 and 3213.

Thank you for the assistance with this matter,

Chris Luchtefeld
CEO, Cape Fox Corporation
Cluchtefeld@capefoxss.com
PH: 301-956-0216

| | |
|---|---|
| **From:** | Timothy Lewis |
| **To:** | Alcohol Licensing, CED ABC (CED sponsored); Chris Luchtefeld |
| **Subject:** | RE: 4057 No DBA Incomplete Transfer Application Notice 3/3/21 |
| **Date:** | Thursday, March 4, 2021 1:42:48 PM |
| **Attachments:** | Final Docs for 4057 transfer signed.pdf<br>CFL - Certificate of Compliance in AK 03 04 2020.pdf<br>CFL - Articles of Amendment in AK 05 21 2018.pdf |

---

Nathan,

Please rescind the Document AB-08A from our transfer application for license 4057. Attached is everything that was requested for changes. The only thing missing is the Lien information as the lien that was sent over was on the license when the previous owner owned it. Ron Mckinley stated this was taken care of when he acquired the licenses. I have reached out to the attorney and will speaking with him tomorrow and will no more than.

Thank you for getting these to us it means a lot.

*Tim Lewis*
President
Cape Fox Commercial Group
907-225-8001

---

**From:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
**Sent:** Wednesday, March 3, 2021 1:52 PM
**To:** Chris Luchtefeld <cluchtefeld@capefoxss.com>; Timothy Lewis <tlewis@capefoxlodge.com>
**Cc:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
**Subject:** 4057 No DBA Incomplete Transfer Application Notice 3/3/21
**Importance:** High

Hello,

Our office is in receipt of the transfer and after a review of the documents, the following items are required to complete the update process, as articulated in detail on the attached letter.

Please note: documentation of pre-existing, active lien on this license as well.
Deadline Reminders:

- 3/12/21 at 11:59PM – new, transfer, 2021/2022 renewal applications and all required corrections must be deemed complete by an AMCO Examiner to be considered for next ABC meeting scheduled for March 30, 2021.

Thanks,

**Nathan Hall**
Occupational Licensing Examiner

Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
907-269-5065
alcohol.licensing@alaska.gov
Please consider the environment before printing this e-mail.
*Any guidance provided by this electronic communication is not a binding legal opinion, ruling, or interpretation that may be relied upon, but merely guidance concerning existing statutes and regulations. There may be other unique or undisclosed facts, circumstances, and information that may have changed any guidance provided in this communication.*
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Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

# Form AB-09: Statement of Financial Interest

**What is this form?**

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

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

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Package Store | **EIN:** | 92-0132869 | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | AK | **ZIP:** | 99901 |

## Section 2 – Certifications

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

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

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

Signature of licensee

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Chris Luchsinger
Printed name of licensee

Notary Public in and for the State of Virginia

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

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

Alaska Alcoholic Beverage Control Board

# Form AB-11: Creditors Affidavit

**What is this form?**

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

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

## Section 1 – Transferor Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Ronald John McKinley | **License Number:** | 4057 | | |
| **License Type:** | Package Store | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Pemises | | | | |
| **City:** | Ketchikan | **State:** | Alaska | **ZIP:** | 99901 |
| **Federal Tax ID # / EIN:** | 32-0278406 | | | | |

## Section 2 – Debts and Taxes Owed

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

| Creditor / Taxing Authority | Current Valid Email or Mailing Address of Creditor | Amount Owed |
|---|---|---|
| NONE | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Alcohol and Marijuana Control Office
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Alaska Alcoholic Beverage Control Board

# Form AB-11: Creditors Affidavit

## Section 3 – Transferor Certifications

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

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

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

Ronald McKinley
Signature of transferor

RONALD MCKINLEY
Printed name of transferor

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: Nov. 27, 2024

Subscribed and sworn to before me this 30th day of November, 2020.

*State of Alaska*
NOTARY PUBLIC
John W. Peterson
My Commission Expires Nov 27, 2024

## AFFIDAVIT OF PUBLICATION

STATE OF ALASKA, )
) SS:
Gateway Borough )

**Nancy Kaste,** being duly sworn says:

That she is representative of the Ketchikan Daily News, a newspaper published in Ketchikan, in said Borough and State, and that the publication of which the annexed is a printed and true copy, was published three consecutive weeks in said newspaper, commencing on the 7th of November, 2020 and ending on the 21st of November 2020.

Nancy Kaste

Subscribed and sworn to before me this 23rd of November 2020.

Tena Williams
Notary Public for Alaska

My Commission Expires 01/22/23

Official Seal
Tena Williams
Notary Public-State of Alaska
My Comm. Expires
January 22, 2023

AMCO Received 11/30/20

# ring manager from 2018 title

lso cost Houston manager AJ Hinch nd newly hired New York Mets man-ger Carlos Beltrán their jobs; Hinch as hired as Detroit Tigers manager ast week after completing his one-sea-on suspension.

"Alex knows that what he did was rong, and he regrets it," Red Sox Chief aseball Officer Chaim Bloom said. He loves the Red Sox and the game of aseball, and because of that we believe e will make good on this second hance."

Bloom, who joined the Red Sox last ffseason, did not hire Cora the first me but was in charge when the team t Cora go last winter. Ron Roenicke as promoted from bench coach to be ora's replacement, then was let go ter the salary-shedding Red Sox stum-ed to a last-place finish in the AL East.

"Alex should be managing. He did a ally good job here," Roenicke, who as a bench coach on Cora's staff, told porters after he was fired. "I'm hop-g he does this again. Whether it's ere or its somewhere else, he should managing."

The Red Sox were was not allowed to eak to Cora until after the World Se-es, which ended. The lack of activity as a sign they focused on Cora.

"During his Red Sox career as a player and manager, Alex continually made us better," team president and CEO Sam Kennedy said. "He owns, and has learned from, his past mistakes, and with his incredible talent, he will build on the deep bonds he's fostered over time to make us better in the years to come."

The team Cora returns to bears little resemblance to the one he last managed.

Bloom is running the baseball side now. His other big move last offseason was to trade 2018 AL MVP Mookie Betts to the Los Angeles Dodgers along with David Price as part of an effort to get the Red Sox under the threshold for baseball's luxury tax on high payrolls.

With Betts and Price gone, Chris Sale recovering from Tommy John surgery and Eduardo Rodriguez recovering from a COVID-19-related heart problem, the Red Sox went 24-36.

But Cora also has hope for improvement in the 2021 season -- if there is one.

Sale is expected to return in the first half. J.D. Martinez, an All-Star his first two years in Boston before struggling in the pandemic-shortened 2020 season, is also under contract for at least one more year.

And the Red Sox have plenty of salary flexibility gained in the deal that jettioned Betts and Price.

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**Thursday's Games**
een Bay 34, San Francisco 17
**Sunday's Games**
ltimore at Indianapolis, 1 p.m.
rolina at Kansas City, 1 p.m.
icago at Tennessee, 1 p.m.
nver at Atlanta, 1 p.m.
troit at Minnesota, 1 p.m.
uston at Jacksonville, 1 p.m.
. Giants at Washington, 1 p.m.
attle at Buffalo, 1 p.m.
Vegas at L.A. Chargers, 4:05 p.m.
mi at Arizona, 4:25 p.m.
sburgh at Dallas, 4:25 p.m.
w Orleans at Tampa Bay, 8:20 p.m.
en: Cincinnati, Cleveland, L.A. Rams, Philadelphia
**Monday's Games**
w England at N.Y. Jets, 8:15 p.m.

Continued from page 6

ll Harris. While Metcalf slammed tching the pass, Harris crumpled llision. Metcalf barely flinched. of my hands. That's pretty much hat was like the first time I really got hurt. It kind of made me feel was all right."

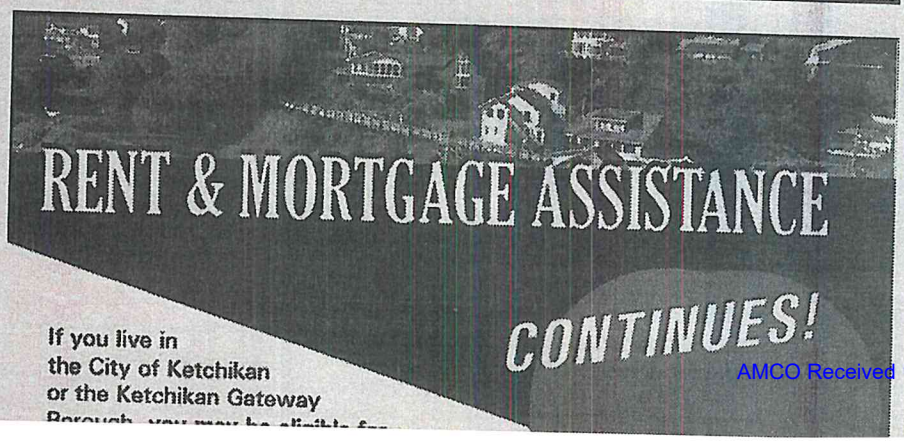
LIQUOR LICENSE TRANSFER

Ronald John McKinley No DBA located at No Premises, Ketchikan is applying for transfer of a Package Store AS 04.11.150 liquor license to Cape Fox Lodge, LLC No DBA located at No Premises.

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

Legal # 17448

Publication Dates: Nov. 7,14, 21, 2020




AMCO Received 11/30/20

## COMMERCIAL LEASE

This Commercial Lease (herein, "Lease") is made and entered into this 31st day of December, 2019, by and between **Survey Point Holdings, Inc.**, an Alaska corporation, herein referred to as "Lessor," of Post Office Box 7975, Ketchikan, Alaska 99901, and Cape Fox Lodge, LLC, an Alaska corporation, herein referred to as "Lessee," of 800 Venetia Way, Ketchikan, AK 99901.

### Recitals

A. Lessor is the owner of the commercial property located at 55 Schoenbar Court, Ketchikan, Alaska, herein referred to as the "Lessor Property," which is more particularly described as:

> Lot 2, Tidelands Addition to U.S. Survey 437 according to the plat thereof recorded May 12, 2008 as Plat No. 2008-12, Ketchikan Recording District, First Judicial District, State of Alaska.

B. Lessee is an established Ketchikan restaurant business. Lessor has offered Lessee the opportunity to lease a location adjacent to the cruise ship dock facility known as Berth IV. This lease is contingent upon the sale of incumbent tenant's sale of its business, Bar Harbor, to Lessee.

C. Upon the terms and conditions of this Lease, Lessor is willing to grant Lessee a leasehold interest in that portion of the SPH Building identified on the Floor Plans as "Unit 104" which includes the interior floor area, outside patio area, shared tenant restrooms, adjoining common area boardwalk, and dedicated customer and employee parking as more particularly shown on the Floor Plan, and collectively referred to herein as the "Leased Premises." The Leased Premises are more particularly described as follows:

> The interior ground floor of Unit 104 and outdoor patio consisting of 2,627 square feet, more or less, the footprint of which consists exclusively of the area from the interior walls in, as shown as the Unit 104 on **Appendix A** hereto including an outdoor patio area, together with the non-exclusive use of the tenant restrooms, boardwalk, and dedicated employee and customer parking situated on adjacent Lot 1 and Lot 3, as shown on Sheet A1.1 of **Appendix A**.

The portion of the SPH Building identified as the "Unit 104" is the commercial space from which Lessee will conduct a restaurant business, and is herein referred to as the "Restaurant Premises."

D. Upon the terms and conditions of this Lease, Lessee desires to lease the Leased Premises, take possession of the Leased Premises on or before January 1, 2020.

NOW, THEREFORE, in consideration of the terms, conditions, and other provisions hereinafter set forth, the parties hereto agree as follows:

1. **Leased Premises; Reservation of Rights; Basic Terms.**


AMOS Recorded 11/30/20

a. *Premises and Demise.* Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises for the Lease Term, at the rental, and upon all other terms, covenants, and conditions in this Lease.

b. *Reservation of Rights.* Lessor reserves the use of the exterior walls (other than the windows and entry doors of the Store Premises), demising walls, roof, and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Leased Premises in locations which will not materially interfere with Lessee's use thereof, and servicing other portions of the Lessor Property. Lessor further reserves the right to use the land below, adjacent to and above the Leases Premises in any manner which does not materially interfere with Lessee's use of the Leased Premises. Without limiting the generality of the foregoing, Lessee will be entitled to use portions of the exterior walls of the Store Premises for placement of commercial signage; and, use of a portion of the boardwalk immediately adjacent to the exterior walls of the Store Premises to place bistro tables, provided such displays do not unreasonably obstruct pedestrian traffic on the boardwalk.

c. *Basic Terms.* In addition to the terms which are defined elsewhere in the Lease, the following defined terms are used in this Lease:

i. Effective Date: December 31, 2020.

ii. Lessor: Survey Point Holdings, Inc.

iii. Lessor's Address: Post Office Box 7975, Ketchikan, Alaska 99901.

iv. Lessee: Cape Fox Lodge, LLC

v. Lessee's Address: 800 Venetia Way, Ketchikan, AK 99901.

vi. Initial Lease Term: thirty-six (36) months

vii. Commencement Date: January 1, 2020.

viii. Expiration Date: December 31, 2022.

ix. Extended Term: one (1), three (3) year terms.

x. Monthly Base Rent: $5,500, or ten percent (10%) annual gross sales from the Restaurant Premises, whichever is greater.

xi. Leasable Area Store Premises: 2,627 square feet.

xii. Uses: Restaurant.

xiii. Leased Premises: **Appendix A**.

xiv. Cruise Ship Season: May, June, July, August, and September.

xv. Off-Season: January, February, March, April, October, November, December.


AWCO Received 10/20

2. **Business Purpose, Use.**

a. *Use and Exclusive Right*. The Leased Premises are to be used by Lessee for the purpose of conducting a Restaurant business, herein referred to as the "Permitted Uses." Lessor covenants and agrees that Lessee shall not sell curio items from the Lessor Property during the Initial Lease Term and all Extended Terms. This covenant shall prohibit tenant from selling curios as their primary business. For purposes of this Lease, the term "curio" shall include, but not be limited to, the sale of Alaska souvenirs and trinkets, totem poles, Ulus, canned or retort salmon, Christmas ornaments, key chains, magnets, ceramics, coffee mugs, sculptures, plush dolls, costume jewelry, Alaska t-shirts, sweatshirts, hats, jackets, sleepwear, socks, etc. This covenant shall not prohibit Lessee from selling merchandise such as t-shirts and sweatshirts that are self-promotional merchandise having the tenant's name and/or logo on the item sold.

b. *Affirmative Covenants*. Lessee covenants and agrees that it will not engage in the sale of tours or excursions within the Leased Premises; or use or permit any person(s) to use the Leased Premises or any part therefore for any use or purpose in violation of this Lease, the laws of the United States of America or the laws, ordinances, regulations, and requirements of the State of Alaska, Ketchikan Gateway Borough, and/or the City of Ketchikan, or of any other lawful authority. Lessee further agrees that, during the term of this Lease, Lessee shall keep the Leased Premises in a clean condition, free from objectionable noises, odors, or nuisances, and that all health regulations shall, in all respects and at all times, be fully complied with by Lessee. Lessee agrees that no business will be conducted on the Leased Premises other than as described in this paragraph 2.a., above, or anything done in and about the Leased Premises which will increase Lessor's present rate of insurance, and if Lessor's insurance costs increase as a result of Lessee's activities within the Leased Premises, in such event, Lessee shall pay the increase of insurance cost incurred by Lessor.

3. **Lease Term; Substantial Completion; Leasehold Improvements**.

a. *Initial Lease Term*. The initial term of this Lease (herein, "Initial Term") shall be for a period of thirty-six (36) months which shall commence at 12:01 a.m. on the 1st day of January, 2020; and expire, unless sooner terminated or extended as provided in this Lease, at midnight on December 31, 2022, herein referred to as the "Expiration Date." The Lessor Improvements shall be substantially completed consistent with the Project Plans prior to Lessee taking possession of the Leased Premises.

c. *Options to Renew*.

i. <u>Options; Extended Term</u>. Lessor grants Lessee the option to extend the term of this Lease for one (1), three (3) year extended terms (herein, "Extended Term"), upon the condition that there is no default in the performance of any condition of this Lease for which a notice of default has been given to Lessee. However, in the case of any default which cannot with due diligence be cured prior to the last date on which Lessee is entitled to exercise the option, if Lessee shall have proceeded promptly after service of the notice of default with due diligence to cure the default, Lessee may, nevertheless, exercise the option and shall be entitled to the extended term. Each extended term shall be upon the same terms and conditions as provided in this Lease, excluding rent which will be renegotiated prior to the end of the current term, except Lessee shall have no right to extend

the term of the Lease beyond the expiration of the "Extended Term" unless mutually agreed by both parties.

ii. Notice. Lessee shall exercise an option to extend the term by notifying Lessor in writing not more than twelve (12) months, nor less than six (6) months prior to the expiration of the current lease term. Upon such exercise this Lease shall be deemed to be extended with an amendment stating the new lease rate for the next three (3) years.

4. **Rent**.

a. *Base Rent; Alternative Percentage Rent.* Lessee shall pay Lessor, without notice or demand and without any right to set-off or deduction whatsoever, except as otherwise expressly provided herein, total minimum "Base Rent" of not less than Five Thousand, Five Hundred and no/100 ($5,500.00) per month or, ten percent (10%) of annual gross sales (herein, "Percentage Rent") for each calendar year during the Initial Term and all Extended Terms, whichever amount is greater. Base Rent shall commence on the Commencement Date, and continue thereafter on the 1st day of each month thereafter during the Initial Lease Term

b. *Documents Re: Percentage Rent.* Within thirty (30) days from the conclusion of each calendar year commencing in 2020, during the Initial Term and Extended Terms, Lessee shall furnish Lessor with a written statement certified by Lessee to be correct, showing the total gross sales made from the Restaurant Premises during the preceding calendar year. The certified written statement shall be accompanied with a payment to Lessor equal to the difference between the Base Rent paid during the preceding calendar year and ten percent (10%) of Lessee's gross sales, if ten percent (10%) of gross sales is the greater amount. The term "gross sales" as used herein, means the selling price of all goods, merchandise, and services from the Leased Premises, including sales or charges for cash or credit. Excluded from gross sales shall be returns and refunds to customers and the amount of any sales tax or other excise tax imposed upon the sale and charges. Lessee shall keep full, complete and proper books, records, and accounts in accordance with generally accepted accounting principles of its daily gross sales, both for cash and on credit, specific to sales from the Leased Premises, and such shall be segregated from records of sales maintained from other locations of Lessee's business that are outside the Lessor Property. Lessor and its agents and employees shall have the right at any time and all reasonable times, after notice of not less than seventy-two (72) hours to Lessee during the Off-Season, to examine and inspect all of the books and records of Lessee related to sales from the Leased Premises, including any sales tax reports, for the purpose of investigating and verifying the accuracy of any statement of gross sales submitted by Lessee. Lessor may, at Lessor's sole expense, conduct an audit once each calendar year, to be done by an accountant of Lessor's choice, and if the statement of gross sales is found to be inaccurate, then and in that event, there shall be an adjustment and Lessee shall pay shall pay Lessor the deficiency of any unpaid rent together with interest in the amount set forth herein, and all costs incurred by Lessor for the audit. If the audit determines that Lessee's statement of gross sales is accurate, Lessor shall pay all costs associated with the audit, including reasonable cost incurred by Lessee's employees for providing documentation of records and files required by Lessor's account. Lessor covenants and agrees that all records and files reviewed and inspected for purposes of the


AMEC Received 1/30/20

audit are deemed proprietary and confidential, and shall not be disclosed by Lessor, its employees, agent, or accountant to any third person not authorized by Lessee. All of Lessee's files and records received by Lessor, its employees, agents, and accountant shall be returned to Lessee at the completion of the audit, including all reproductions of same

c. *Additional Rent.* In addition to the payment of Base Rent, Lessee shall pay Lessor as additional rent all applicable sales tax, and other payments expressly required of Lessee under the terms of this Lease. Each monthly rent payment shall include city, borough and any applicable state or federal sales tax, without abatement, setoff, or deduction for any reason, whatsoever. In addition thereto, Lessee shall pay all other charges, costs and expenses which Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon, in the event of Lessee's failure to pay such amounts, and all damages, costs and expenses which Lessor may incur by reason of any default of Lessee on Lessee's part to comply with the terms of this Lease.

d. *No Partnership.* It is agreed that fixing of rent on a percentage of the sales of Lessee's business conducted within the Leased Premises shall not be construed or otherwise create a partnership or joint venture relationship between Lessee and Lessor; that Lessor assumes no liability under the terms of this Lease for the operation of Lessee's business; and, that the provisions with reference to rents are for the sole purpose of calculating and determining the total rents to be paid by Lessee, and for no other purpose.

5. **Leasehold Improvements.**

a. *Construction Re: Leasehold Improvements.* Lessee covenants and agrees as a material consideration of this Lease that the Leasehold Improvements shall be constructed in accordance with the terms and conditions of this Lease, and consistent and in compliance with all applicable federal, state, and municipal building codes, regulations, statutes, ordinances, and other legal requirement to construction of the Leasehold Improvements; and any modification, alteration, or departure from the specifications and design of the Leasehold Improvements from that detailed in **Appendix C**, shall be first subject to Lessor's prior review and written approval, which approval shall not be unreasonably withheld. Lessee acknowledges and agrees to hire qualified persons to construct the Leasehold Improvements, who shall be experienced in the work required under the design and specifications of the Leasehold Improvements described in **Appendix C**. Lessee shall provide Lessor a final version of the Leasehold Improvements plan as shown in **Appendix C**, together with all amendments and revisions thereto, at the time the Leasehold Improvements are completed. Lessee acknowledges that construction of the Leasehold Improvements may require penetration of the concrete floor within the Store Premises, and that care must be taken to avoid damage to the in-floor heating system built within the concrete floor. To assure no damage is caused to the in-floor heat system, Lessor or its designee shall first approve the manner and location within the Store Premises of construction that will penetrate the concrete floor. Lessor's approval shall not be unreasonably withheld. Penetration of the concrete floor shall be done by Lessee only in the manner and at the location approved by Lessor.

b. *Permanent Improvements.* Lessee acknowledges that permanent improvements made to the Leased Premises as part of the Leasehold Improvements, such as framed interior walls, sheet rock, wall coverings, subfloor, electrical wiring and plumbing and

built in plumbing, electrical fixtures, air cooling or exchange systems that are permanently attached to the Leased Premises, shall be considered permanent improvements, and will become the property of Lessor, without the right of compensation being owed to Lessee as to the value thereof on the expiration or termination of the Lease.

6. **Maintenance and Alteration of the Leased Premises**. Lessor covenants and agrees that the Leased Premises will be structurally complete at the time possession of the Leased Premises is given to Lessee. Thereafter, the parties' responsibilities as to the maintenance of the Leased Premises during the term of this Lease are as follows:

a. *Lessee's Obligation Re: Maintenance*. Lessee shall at all times during this Lease, maintain and repair the Leased Premises and keep the Leased Premises in good, clean, safe, and well-maintained condition. Without limiting the generality of the foregoing, Lessee shall, at Lessee's own expense, and at all times during the Cruise Ship Season, keep the Restaurant Premises, in a neat, safe, and clean condition. In addition, Lessee shall keep entry ways and doors of the Store Premises in clean and safe condition, glass windows in clean condition, and will replace any glass, at Lessee's expense that is broken or damaged during the Lease. Lessee further acknowledges and agrees that Lessee shall maintain and repair all components, accessories, and parts of the Leasehold Improvements, and any replacements thereof, during the Lease in good, clean, and safe condition. In the event, and for whatever reason, Lessee fails to maintain the Leased Premises as obligated herein, Lessor may enter the Leased Premises to make repairs upon first giving Lessee not less than five (5) days' written notice prior to entering the Leased Premises, unless Lessor determines an emergency circumstance requires immediate repairs, in which case, Lessor may enter the Leased Premises without notice to Lessee. Lessee shall pay Lessor for the reasonable cost of the repairs made to the Leased Premises by Lessor, and such shall be paid within five (5) days of written demand by Lessor, which demand shall include documents and records of the repair costs incurred by Lessor.

b. *Lessee's Obligations Re: Alternation*. Lessee may make alterations, additions, and improvements to the Leased Premises other than described as Leasehold Improvements, after written consent thereto is first given by Lessor. Lessee will first provide Lessor with detailed plans and specifications for any alteration type work, other than the Leasehold Improvements, prior to commencing any work. Lessor shall not unreasonably withhold consent to the alteration and improvement type work proposed by Lessee. Upon written consent being given, Lessee may commence the alteration work, Lessee shall secure all necessary permits and licenses required for the work performed, and shall comply with all federal, state, and municipal laws, statutes, regulations, and ordinances, including, but not limited to, the Americans with Disabilities Act, in the prosecution of the work. The alteration work shall be performed by a qualified and license contractor, and shall be done in a safe, clean and workmanlike manner. Lessee acknowledges and agrees that all such alterations and improvements shall be deemed the property of Lessor excluding the kitchen equipment and appliances but including the hood and fire suppression system and upon the expiration or termination of the Lease shall be retained by Lessor without the right of compensation or reimbursement paid to Lessee. Removal of the kitchen equipment and appliances shall be done in a professional manner and not in a way that will cause damage to electrical or plumbing connections or other improvements in the Leased Premises. Lessee covenants and agrees that Lessee shall not be entitled to mortgage or pledge the Leasehold Improvements, or subsequent alterations and improvements made to the Leased Premises; and, no security interest, pledge, or mortgage shall be allowed to attach to Lessor's fee interest in the Lessor Property without the

express written consent of Lessor, which consent may be withheld for any or no reason. During the construction and work on any alteration or improvement to the Leased Premises, or for any other reason, Lessor or its designee shall have the right, without notice, to enter the Leased Premises at any time during the Cruise Ship Season when the Store Premises is open to the public for business, to inspect the premises, provided such entry shall not unreasonably disrupt or interfere with the conduct of Lessee's business.

7. **Insurance**.

a. *Lessee Insurance.* Lessee shall, at Lessee's expense, obtain and keep in force during the Lease Term and any Extended Term should Lessee elect to extend the Lease, the following insurance:

i. Commercial General Liability (CGL) insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Leased Premises with combined single limit coverage of at least One Million Dollars ($1,000,000.00) per occurrence and a general aggregate combined single limit of bodily injury and property damage of at least Two Million Dollars ($2,000,000.00); that policy shall include contractual liability, insuring Lessee's performance of indemnification obligations contained in this Lease; and,

ii. a policy of fire and "all risk" property damage insurance from physical damage to the Leased Premises and all of Lessee's equipment, inventory, and Trade Fixtures located on the Leased Premises for full replacement cost. Lessee is solely responsible for the risk of loss or damage to such property, and Lessee is responsible for obtaining insurance for damage or loss of such property if that is Lessee's desire. Lessor shall be entitled to carry at its expense such other insurance coverage(s), if any, upon or with respect to the Leased Premises, upon the terms and to the extent that Lessor deems appropriate for time to time. However, as Lessee acknowledges by the execution of this Lease, Lessor is not obligated to obtain and maintain during the Lease any form of insurance that protects either Lessee or Lessor from any form of risk or liability that could arise or result from actions or inactions of the parties under the terms of this Lease.

b. *Lessor Insurance.* Lessor shall maintain on the SPH Building, a policy of standard fire and extended casualty insurance which insures the building for a sum of not less than the replacement value of the structure. Lessee acknowledges that an institutional lender will be named as "loss payee" under such coverage and may have discretion to use funds received in the event of a loss under the policy for purposes other than repair or replacement of improvements. For purposes of this provision the term "SPH Building" shall be construed to include all insured coverage of the structure and any improvements for which coverage is provided in Lessor's current fire and casualty insurance for the Leased Premises, which level of coverage shall continue throughout the Lease, unless otherwise agreed to in writing by the parties.

c. *Requirements of Insurance.* Where applicable, each policy of insurance required to be carried by Lessee under the provisions provided above shall include the following: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i. shall name Lessor and any other party in interest that Lessor reasonably designates as additional named insured;

ii. shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage should Lessor have similar coverage in place at the time of the occurrence or loss;

iii. shall be in a form satisfactory to Lessor;

iv. shall be carried with companies reasonably acceptable to Lessor;

v. shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice is given first given to Lessor;

vi. shall contain a cross liability endorsement;

vii. shall contain a severability clause. If Lessee has in full force a blanket policy of liability insurance with the same coverage that can be applied to and fully cover the Leased Premises in the manner described in paragraph 8.a., above, that blanket insurance shall satisfy the requirements of paragraph 8.a., provided that the blanket policy specifically states the address of the Leased Premises as being covered and such is clearly stated in a policy of insurance, a copy of which is provided to Lessor on or before the effective date of this Lease, or, in the alternative, Lessor is provided with a certificate of the insurer, certifying that the policy has been issued, and provides the coverage as required by paragraph 8.a. and 8.b., above, and the same shall be provided to Lessor not less than thirty (30) days' prior to the expiration of the term of the coverage; and,

viii. shall contain a provision that Lessor's officers, agents, and employees, although named as an additional insured, shall nonetheless be entitled to recover under said policy for any loss covered under said policy.

8. **Credit for Proceeds Received.**

a. *Lessee.* In any case in which Lessee shall be obligated under any provisions of this Lease to pay to Lessor any loss, cost, damage, liability, or expense suffered or incurred by Lessor, Lessor shall allow to Lessee as an offset against the amount hereof, the net proceeds of any insurance collected by Lessor from a policy whose premium is paid by Lessor for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.

b. *Lessor.* In any case in which Lessor shall be obligated under any provision of this Lease to pay to Lessee any loss, costs, damage, liability, or expense suffered or incurred by Lessee, Lessee shall allow to Lessor, as an offset against the amount thereof, the net proceeds of any insurance collected by Lessee from a policy whose premium is paid by Lessee for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.


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c. *Waiver of Subrogation.* Lessor and Lessee hereby waive any rights each may have against the other, on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, or its respective property, the Leased Premises, its contents or to other portions of the Leased Premises, arising from any risk covered by fire and extended coverage insurance required to be maintained hereunder and which compensates the insured party, and the parties each, on behalf of its respective insurance companies insuring the property of either Lessor or Lessee against any such loss, waive any right of subrogation that it may have against Lessor or Lessee, as the case may be. The foregoing waivers of subrogation shall be operative only if no such policy to be obtained by such party by this section, including property and liability coverage is invalidated by the provisions of this waiver covenant. Lessee and Lessor acknowledge that prior to the execution of this Lease that each has received the consent and approval of their respective insurance companies to the provisions relating to insurance coverage as provided herein.

9. **Personal Property and Sales Taxes**. Lessee shall pay before delinquency all taxes, assessments, license fees and other charges (hereinafter "taxes") that are imposed, levied, or assessed by the federal, state, borough, city, or other governmental body or agency on any personal property owned by Lessee or being acquired by Lessee, such as for furniture, equipment, inventory, and merchandise used or to be utilized by Lessee are to be paid for by Lessee. License taxes or other taxes attributable to Lessee's occupation of the Leased Premises are to be paid by Lessee. In addition, Lessee shall pay all tax, including federal, state, or municipal sales tax that is assessed from the sale of goods and for services that occur from the Leased Premises.

10. **Possessory Interest or Other Taxes**. Lessor shall pay, prior to delinquency, any real property taxes charged, imposed, or levied against the Lessor Property by the City of Ketchikan and the Ketchikan Gateway Borough, hereinafter "KGB Real Property Taxes." KGB Real Property Taxes shall mean any and all real property taxes for land and buildings, which are levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Lessor Property (as now constructed, or modified or reconstructed at any time during the Lease), or Lessor's interest in the Lessor Property, the fixtures, equipment, or other property of Lessor, real or personal, that are an integral part of and located on the Lessor Property. For purposes of this provision and amendment or modification to the method or means by which KGB Real Property Taxes are collected, defined, or the law applied shall not affect the intent of the parties hereto that the liability and responsibility for the payment of such charges shall be solely the responsibility of Lessor.

11. **Utilities and Service Charges**. Those utility expenses which are incurred day-to-day in connection with Lessee's occupation of the Leased Premises shall be apportioned as follows:

a. The obligation of payment and the expense of all utility and local government service charges, including, but not limited to, telephones, faxes, computer lines and services, electricity, water, garbage removal, and sewage disposal shall be that of Lessee. Lessee shall also be responsible for the cost to heat the Store Premises. Lessee may install electric heaters, and shall pay all costs related thereto. Lessor is obligated to provide heat for the Leased Premises, as such is a component of the Lessor Improvements to be made to the Leased Premises. The heat source is an electric in-floor hot water heat system, the electrical cost of which will be separately meted and segregated from Lessor's other electrical costs. In such event, Lessee will pay a pro rata share of the electric costs of


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the in-floor heat system. Lessee's pro rata share shall be based on the total area of the Restaurant Premises as a percentage of the total area of the entire SPH Building. If for whatever reason, the electric cost for heat is not segregated specific to the in-floor heat system, then, in such event, Lessee shall pay a pro rata share of the total electric consumption of the in-floor heat system as determined by an independent, qualified professional subject to the mutual agreement of the parties.

b. Lessee shall be responsible for, and pay all costs of, garbage, sewage, and trash collection and disposal from the Leased Premises. Lessee shall arrange, at Lessee's expense, for adequate garbage and trash collection and disposal services from the Leased Premises so as to preclude any unsightliness as a result of garbage, trash, or litter on the surrounding area. Lessor is not responsible for collecting and disposing of any garbage, trash, or litter from the Leased Premises.

12. **Liens**. Lessee agrees to keep the Leased Premises and all improvements thereon free of mechanics' liens and any other liens, claims, or encumbrances which may be asserted by reason of any acts or work done by or at the instance of Lessee, its agents or contractors, and to protect fully and indemnify Lessor against any and all such liens, encumbrances, or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason of, or on account of any such liens, encumbrances, or claims. During construction of improvements and repairs conducted by Lessee within the Leased Premises, Lessor may post Notice of Non-Responsibility for all lienable charges incurred by Lessee, and may in its sole discretion obtain from Lessee's contractors such waivers of lien rights that the contractor or materialman may otherwise have against the improvements made or materials to the Leased Premises. To facilitate Lessor's right to obtain such waiver of lien rights, Lessee shall inform Lessor of the name, address, and telephone number of each contractor and materialman to provide materials and services to the Leased Premises not less than fifteen (15) days' prior to commencement of work, or delivery of materials to the Leased Premises.

13. **Damage or Destruction**.

a. *Damage or Destruction.*

i. If, during the Lease term, the Leased Premises are totally or partially destroyed rendering the Leased Premises totally or partially inaccessible or unusable, and if the damage is reparable within thirty (30) days' from the date of the occurrence, the Leased Premises may be restored and in the meantime, the rent shall be abated during the period of restoration. Such destruction shall not obligate Lessor to restore the Leased Premises to a useable condition. Within ten (10) days after the loss, Lessor may elect not to make repairs or shall give Lessee written notice of termination of this Lease. The failure to make either election shall be deemed a decision to terminate the Lease effective as of the date of the occurrence. If repairs cannot be made within thirty (30) days' from the date of the occurrence, the Lease shall terminate immediately upon the date of the occurrence.

ii. If Lessor shall elect to continue this Lease in effect, it will proceed in a reasonable manner to restore or repair the Leased Premises. For the period from the occurrence of any damage to the date repairs are completed, the rent shall be abated. Lessee acknowledges and agrees that Lessor shall not be liable to Lessee for any


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loss or damage incurred by Lessee as a result of an occurrence that causes either the temporary closure of Lessee's business or the termination of the Lease. Lessee agrees herein to assume the risk resulting in the loss of business and damage and loss of property from fire, water, or other such insurable risk, regardless of whether such loss was caused or resulted, in whole or in part, from Lessor's (its employees, agents, contractors, or invitees) negligence.

b. *Destruction Due to Risks not Covered by Insurance.* If the Leased Premises is totally or partially destroyed by a risk not covered by insurance, then either party may elect to terminate this Lease if it is determined that the damage is not reparable within thirty (30) days' from the date of the occurrence. The Leased Premises may be restored by Lessor. The Lease shall terminate thirty (30) days' from the date written notice of termination is delivered to the other party to this Lease.

c. *Abatement of Rent.* If Lessor elects to restore the damage incurred to the Leased Premises and such is repairable within thirty (30) days' from the date of the occurrence, the rent shall be abated, and Lessor shall not be required to restore any of Lessee's Trade Fixtures, and/or personal property, such excluded items being the sole responsibility of Lessee to restore, regardless whether the loss or damage thereto was the result of Lessor's negligence, in whole or in part.

14. **Eminent Domain**. In the event all or a portion of the Leased Premises is taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking. Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder. Lessor agrees immediately after learning of a taking to give Lessee notice in writing.

If this Lease is terminated as provided above, Lessor shall be entitled to the entire award and compensation. However, the rent and other charges for the last month of Lessee's occupancy shall be prorated and Lessor agrees to refund to Lessee any rent or other charges paid in advance. Lessee's right to receive compensation or damages for its fixtures and personal property shall be the responsibility of Lessee to take such necessary action against and to the condemning agency as Lessee deems appropriate. However, in no event should Lessee's effort prejudice or diminish Lessor's award.

If both parties elect not to terminate this Lease, Lessee shall remain in that portion of the Leased Premises which is not appropriated and Lessor agrees, at Lessor's cost and expense, as soon as reasonably possible, to restore the Leased Premises remaining, to a complete unit of like quality and character as existed prior to the taking. Thereafter, the annual rental shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Lessor shall be entitled to receive the total award or compensation in such proceedings.

For the purposes of this paragraph 15, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

15. **Default by Lessee**. Lessee's default or breach of this Lease shall be deemed to have occurred in the event that one or more of the following conditions occur:


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a. Lessee shall fail to pay a monthly installment of rent or any other obligation hereunder involving the payment of money within ten (10) days after receipt of written notice and ten (10) days opportunity to cure the non-payment. It is understood that a payment owed by Lessee under this Lease must be actually received by Lessor on or before the date on which the payment is due.

b. Lessee shall fail to comply with any term, provision, or covenant of this Lease, other than as described in subsection a., above, and shall not cure such failure within ten (10) days after written notice thereof to Lessee.

c. Lessee shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

d. Lessee shall file a petition under any section or chapter of the U.S. Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankruptcy or insolvent in proceedings filed against Lessee.

e. A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee, where possession is not restored to Lessee within 120 days.

16. **Termination by Lessee or Lessor**. Both Lessee and Lessor shall each have the right to terminate this Lease in its entirety immediately upon imposition of: a material restriction of Lessee's use of the Leased Premises by action of the federal government, or any department or agency thereof, under its wartime or emergency powers. However, that without prejudice to the rights of Lessee or Lessor to terminate as above provided, Lessor and Lessee may mutually agree to an abatement of the rent, and continuation of this Lease.

17. **Surrender of Possession or Abandonment**. Upon the termination or expiration of this Lease term, or an extension thereof, Lessee agrees to the following:

a. At the expiration or termination of the Lease created hereunder, Lessee shall surrender the Leased Premises free and clear of any and all liens and encumbrance, and,

b. The heating systems, mechanical systems, such as heating and air exchange, electrical and plumbing systems, plumbing fixtures, lighting fixtures (except for specialty lighting that shall remain the property of Lessee), wall and floor coverings, and all additions, repairs, replacements, and improvements thereto and thereof shall remain or become the property of Lessor at the termination of the Lease and shall remain in the Leased Premises at the termination of the Lease.

18. **Holding Over**. Lessee acknowledges that this Lease does not provide a holdover provision which may otherwise entitle Lessee to remain in possession after the expiration of the Lease Term. Lessee acknowledges and agrees that Lessee shall surrender possession of the Leased Premises on or prior to the expiration of the Lease Term. Lessee further agrees that upon surrender of the Leased Premises shall be in a condition consistent with paragraph 18 of this Lease.


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19. **Insolvency and Bankruptcy**. Lessor may, at its option, without notice or demand upon Lessee, or upon any person or persons claiming by, through, or under Lessee, immediately cancel and terminate this Lease and terminate each, every, and all of the rights of Lessee, and of any and all persons claiming by, through, or under Lessee, in and to the Leased Premises, including the option to renew, if any, should anyone of the following events occur:

a. Lessee shall file a voluntary petition in bankruptcy or shall institute any proceedings of whatever kind or character under any bankruptcy or insolvency law in effect at the date hereof or which may hereafter be enacted or become effective such that Lessor's right to collect rent or enforce the provisions of this Lease is affected in any material degree.

b. Lessee is declared to be insolvent by any court.

c. Lessee makes an assignment, general or otherwise, for the benefit of creditors.

d. A trustee or receiver is appointed to take possession of all or substantially all of Lessee's assets where possession is not restored to Lessee within 120 days.

e. A taking of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act or the Internal Revenue Code or regulations, and the failure of Lessee to secure the return of said assets within one hundred twenty (120) days from the date of taking of possession.

f. A taking of the Leased Premises or all or substantially all of the assets of Lessee by virtue of any attachment, execution, or the levy of any judicial process in any action instituted against Lessee in any court of competent jurisdiction and the failure of Lessee to secure the release of such attachment, execution, or levy within one hundred twenty (120) days' from the date of the taking of such possession.

g. In the event of termination, Lessor shall have the right to repossess the Leased Premises either with or without process of law or through any form of notice or proceedings, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, including damages arising out of any breach on the part of Lessee. Lessor shall also have the right, with or without resuming possession of the Leased Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder and to exercise such other rights as may be provided by law.

20. **Lessor's Default Remedies**. In the event default has occurred, the following rights and remedies in addition to those provided by statute or otherwise, are available to Lessor, to-wit:

a. to re-enter the Leased Premises and remove and store all property in the Leased Premises, at Lessee's costs and without responsibility for loss or damage, provided Lessee is given reasonable notice;

b. Lessor's re-entry and retaking of possession of the Leased Premises shall not terminate this Lease unless Lessor gives written notice of such termination;


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c. the right to declare this Lease to be terminated;

d. the right to re-rent the Leased Premises to a third party for any sum Lessor deems the best available rental rate Premises;

e. the right to collect rents due from other occupants of the Leased Premises;

f. the right to declare all rent and other charges due and owing for the balance of the applicable term in accordance with the amounts due set forth in this Lease, which shall be immediately due and payable, subject to Lessor's common law obligation to mitigate damages;

g. the right to declare all obligations due and payable and to enforce the payment thereof and the right to perfect all rights and interest to which Lessee shall be entitled;

h. at the option of Lessor, upon any default by Lessee, Lessor may declare all rent due and owing in accordance with the amounts due set forth in paragraph 4 herein, and the same shall be immediately due and payable, subject to Lessor's duty to use best efforts to mitigate Lessor's damages that may result therefrom; and,

i. The right to recover damages against Lessee in accordance with the following:

i. the cost of performing Lessee's obligations pursuant to the Lease;

ii. the amount equal to the total due under this agreement pursuant to paragraph 4, less payments made by Lessee or rent received by reason of Lessor's re-letting the Leased Premises;

iii. interest shall be charged at the rate stated in paragraph 25.j. below;

iv. actual attorneys' fees and costs computed in accordance with reasonable hourly rates and charges customarily charged in the Ketchikan community; and,

v. such other costs and damages incurred by Lessor that are consequential or incidental to Lessees breach of this Lease.

21. **Assignment and Subletting**. Lessee shall not assign or sublet the Leased Premises, or any part thereof, without the prior written consent of Lessor which consent shall not be unreasonably withheld. Any such attempted assignment or subletting without the prior written consent of Lessor shall be void and of no force or effect and may, at the option of Lessor, be deemed a material default and a basis for termination of this Lease. Consent given on one occasion shall not be construed as, or constitute a waiver of the requirement of consent as to any subsequent or further assignment or subletting. In the event of assignment or subletting, Lessee shall remain liable and responsible for performance of all the terms, covenants, conditions, and provisions provided for in this

Lease, including payment of rent and other charges herein provided and the assignee shall be required to enter into an agreement to perform all of the terms and conditions of this Lease.

22. **Subordination Agreement**. Upon written request of Lessor, or any mortgage, deed of trust trustee or beneficiary of Lessor, Lessee will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust which encumbers the Leased Premises or any improvements hereafter placed upon the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, provided that the mortgagee or beneficiary as the case may be, shall agree to recognize this Lease in the event of foreclosure if Lessee is not in default at such time.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under mortgage or deed of trust made by Lessor covering the Leased Premises, Lessee shall attorn to the purchaser, upon any such foreclosure, or sale, and recognize such purchaser as Lessor under this Lease.

Lessee agrees that any such mortgage, beneficiary, or purchaser shall not be liable for any default of Lessor under the Lease occurring before the foreclosure sale.

Lessee shall at any time and from time to time, upon not more than ten (10) days' written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing (1) certifying that this Lease represents the entire agreement between Lessor and Lessee, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (2) certifying the commencement and termination dates of the Lease Term; (3) certifying that there has been no assignment or other transfer by Lessee of this Lease, or any interest therein; and (4) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder and that Lessee has no right of offset, counterclaim, or deduction against rental, or specifying such defaults alleged by Lessee. Any such statement may be relied upon by any prospective purchaser or lender upon the security within such time shall be conclusive and binding upon Lessee (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim, or deduction against rental, and (3) that no more than one (1) month's rental has been paid in advance.

23. **Hold Harmless**. The use of the Leased Premises by Lessee, its officers, agents, employees, contractors, customers, and invitees shall be at their own risk. Lessee will defend, indemnify, and hold Lessor harmless from all claims, causes of action, judgment, liabilities, expenses, costs, and attorneys' fees arising from any act, omission, or neglect of Lessee, Lessee's agents or employees, or of any person permitted by Lessee to be upon or about the Leased Premises, as well as from all claims, causes of action, judgments, liabilities, expense, costs, and attorneys' fees brought by or at the instance, or in the name of any governmental body, or any public authority in which it shall be attempted to subject Lessee or the Leased Premises, or any portion thereof, to any damages, costs, injunctions, restrictions, or regulations, by reason of any claim that there shall have been any such act, omission, or neglect in any of the respects aforesaid. All claims of which Lessee has knowledge shall be promptly communicated to Lessor, and Lessee shall thereupon indemnify, defend, and hold Lessor harmless from the claim.


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24. **Hazardous Wastes and Environmental Matters**. Lessee shall not cause or permit any activities on the Leased Premises which directly or indirectly could result in the Leased Premises or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Lease, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste or substance, hazardous or toxic material or other similar terms by an applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect during the term of this Lease. Lessee shall provide written notice to Lessor immediately upon Lessee becoming aware that the Leased Premises or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Lessee shall comply, at Lessee's expense, with all statutes, regulations, and ordinances, which apply to Lessee or the Leased Premises, relating to use, collection, storage, removal, or cleanup of hazardous, or toxic waste or substances in or on the Leased Premises. Lessee shall indemnify, defend, and hold Lessor harmless from all liabilities, losses, claims, damages, penalties, fines, attorneys' fees, court costs, remediation costs, and other related expenses resulting from or arising out of Lessee's use, storage, treatment, release, or disposal of hazardous or toxic waste or substances on or about the Leased Premises. The provisions of this paragraph 25 shall survive the expiration or earlier termination of this Lease.

25. **Miscellaneous**.

a. *Relationship of Parties*. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of rent nor any other provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

b. *Terminology*. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

c. *Non-Waiver*. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d. *Law Applicable*. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this Lease. Venue as to any action, claim, or proceeding arising out of, or based upon this Lease, including, but not limited to, any action for declaratory or injunctive relief, shall be the Superior Court for the State of Alaska at Ketchikan.

e. *Paragraph Headings*. The headings of the several subsections contained herein are for convenience only and do not define, limit, or constitute the contents of such sections and subsections.


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f. *Successors and Assigns.* Except as otherwise provided herein, the covenants, agreement, and obligations herein contained shall extend to bind and insure to the benefit not only of the parties hereto, but to their respective personal representatives, heirs, successors, and assigns.

g. *Compliance with Laws and Regulations.* Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all local, state, or federal laws or ordinances, pertaining to Lessee's use or occupancy of said Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all local, state, and federal laws, ordinances, and regulations provided however, Lessee shall not be required to make any structural modifications to Leased Premises not made necessary as a result of the acts or omissions of Lessee, its employees, agents, representatives, or not made necessary as a result of any improvements, alterations, or modifications made by, or at the request of, Lessee, its employees, agents, or representatives.

h. *Notice of Claims or Damages.* Lessee shall, upon discovery, give immediate notice to Lessor, in case of fire or accidents in or on the Leased Premises or in the building of which the Leased Premises is a part, or of defects therein or in any fixtures or equipment, or from which persons may be injured, though Lessee shall be responsible for any remedy or repair of said condition.

i. *Terms Construed as Covenants and Conditions.* Every term and each provision of this Lease to be performed by either party shall be construed to be both a covenant and a condition.

j. *Interest on Amount Unpaid.* Except as otherwise provided herein, any sum not paid when due pursuant to the terms of this Lease shall thereafter bear interest at the rate of one (1%) percent per month from the date the same was payable as provided, however, that interest shall not exceed the maximum interest rate authorized by law, and that in the event the interest rate provided herein exceeds such maximum, such interest rate shall be deemed to be adjusted downward to conform to the maximum rate so authorized by law.

k. *Time of the Essence.* Time is of the essence for each term, condition, covenant, and provision of this Lease.

l. *Entire Agreement.* This Lease constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto. Lessee acknowledges that it has read this entire Lease, has fully understood the provisions thereof, was satisfied therewith, and signed the same of its own free will. The parties further acknowledge that any prior contracts, promises, representations, or agreements between Lessee and Lessor, their members, employees, agents, and servants, relating to the Lease of the subject premises, are hereby extinguished. The parties agree that there are no oral or written promises, representations, or agreements between Lessee and Lessor or the persons above referred to relating to the Lease of the subject premises, except as set forth in this document. Accordingly, this Lease constitutes the entire and only agreement between Lessor and Lessee relating to the Lease of the subject premises.


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m. *Severability*. In the event any provision of this Lease is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

n. *Notice*. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class, certified, return-receipt-requested mail to the other party and its attorney at the address set forth below.

**Lessee:** Cape Fox Lodge, LLC
7050 Infantry Ridge Road
Manassas, VA 20109
Attn: Shane Muncy
(703) 686-2284

**Lessor:** **Survey Point Holding, Inc**
Post Office Box 7975
Ketchikan, Alaska 99901
(Attn: Ethan Berto)

Either party may change its address by notifying the other party of its change of address in writing as provided for herein. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon mailing if mailed as provided in this section.

o. *Remedies Cumulative*. Each of the rights and remedies of the parties hereto shall be construed as cumulative and to be in addition to any other rights or remedies that may now or hereafter be provided by law or equity, including, but not limited to, the right to recover reasonable attorneys' fees and costs actually incurred by the prevailing parry.

p. *Limit of Liability and Responsibility*. Lessor shall not be responsible for any damage to or theft of any personal property, furnishings, or equipment belonging to Lessee, its employees, agents, or assigns, or for any claims by Lessee, its employees, agents, or assigns for any such damage or loss incurred by Lessee, Lessee's clients, customers, employees, invitees, agents, contractors, or representatives, except as may be caused by employees of Lessor while acting within the course and scope of their employment.

q. *Corporate Authority*. The parties represent that the individual executing this Lease shall have the requisite corporate authority.

r. *Quiet Enjoyment*. During the term of this Lease and as to any Extended Term;

i. Lessee is entitled to, and shall hold and enjoy, the Leased Premises without interference from Lessor so long as Lessee promptly pays the monthly installments herein required and performs the covenants and abides by the conditions herein contained; and,


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ii. all provisions hereof shall inure to the benefit of, extend to, and include and be binding upon, the heirs, executors, administrators, successors, and assigns of Lessee and Lessor.

t. *Effective Date.* The effective date of this Lease is stated to be January 1, 2019.

u. *Signs.* Lessee is responsible for and shall erect and maintain only those signs that are consistent with the Ketchikan Gateway Borough Code, and any amendments thereto, and are erected exclusively within the Leased Premises. Lessee agrees that no sign shall be placed on the exterior of the SPH Building without Lessor's approval of the location and manner of installation. The installation of signage on the exterior of the SPH Building shall be done in such manner that does not materially damage the siding of the SPH Building. Upon termination or expiration of the Lease, Lessee shall remove all signage placed by Lessee on the exterior of the SPH Building, and repair any damage incurred therefrom at Lessee's expense.

v. *Heat during Off-Season.* Lessee shall be responsible for monitoring the heat within the Restaurant Premises during the Off-Season, which shall be maintained at a minimum of sixty degrees Fahrenheit (60°F).

**IN WITNESS WHEREOF**, the parties hereto have caused the Commercial Lease to be executed as of the day and year first written below:

**LESSOR:**
Survey Point Holdings, Inc.

By: _____

**LESSEE:**
Cape Fox Lodge, LLC

By: _____
Tim Lucas

**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMCO Received 11/30/20

# OPERATING AGREEMENT

# OF

# CAPE FOX LODGE, LLC

Dated effective January 1, 2018

AMCO Received 11/30/20

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## OF
## CAPE FOX LODGE, LLC


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# OPERATING AGREEMENT
# OF
# CAPE FOX LODGE, LLC

**THIS OPERATING AGREEMENT** (this "**Agreement**") of **CAPE FOX LODGE, LLC**, is made effective as of the 1st day of January, 2018, by Cape Fox Commercial Services, LLC, an Alaska limited liability company (the "**Member**"). Effective as of January 1, 2018, Cape Fox Corporation, an Alaska corporation ("**Cape Fox**"), contributes and transfers to the Member all right, title, and interest in 100% of the ownership of the Company in exchange for and in connection with the issuance of 100% of the membership interest of the Member to Cape Fox (such that the Member is wholly owned by Cape Fox). This Agreement supersedes all prior agreements and understandings relating to the Company among the Members. As set forth in Section 2.1 below, the Manager of the Company is Cape Fox Corporation.

## ARTICLE 1
## FORMATION AND TERM

**1.1** **NAME.** The name of the limited liability company is "Cape Fox Lodge, LLC" (the "**Company**").

**1.2** **PURPOSE.** The Company was formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Alaska Revised Limited Liability Act (the "**Act**") and engaging in any and all activities necessary or incidental to the foregoing.

**1.3** **PRINCIPAL OFFICE.** The address of the Company's current principal office is 800 Venetia Avenue, Ketchikan, Alaska 99901. At any time, the Company's Manager (as later defined in this Agreement) may designate another principal office.

**1.4** **REGISTERED OFFICE AND AGENT.**

(A) Registered Office. The post office mailing address of the Company's current registered office for service of process in the State of Alaska is P.O. Box 8558, Ketchikan, Alaska 99901, and the physical office address of the current registered office of the Company for service of process in the State of Alaska is 2851 S. Tongass Hwy, Ketchikan, Alaska 99901.

(B) Registered Agent. The name and address of the Company's current registered agent for service of process in the State of Alaska as of the date of this Agreement is Amy Detienne, who is a resident of the State of Alaska and whose business address is the same as the address of the initial registered office of the Company.

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(C) Change of Registered Office or Registered Agent. At any time, the Manager may designate another registered agent and another registered office in its sole discretion.

1.5 **CONVERSION OF CORPORATION.** The Member was the sole shareholder of Cape Fox Lodge Corporation, an Alaska corporation incorporated on November 20, 1989 (the "**Corporation**"). Now the Corporation has been converted into this limited liability company pursuant to the Alaska Revised Limited Liability Company Act by causing an organizer to file a Statement of Conversion with the Alaska Department of Commerce, Community and Economic Development, effective December 6, 2017. The Member's rights and liabilities will be as provided in the Act, except as otherwise provided by this Agreement.

1.6 **TERM.** The term of the Company will continue until the Company is dissolved in accordance with this Agreement and the Act.

1.7 **QUALIFICATION IN OTHER JURISDICTIONS.** The Manager will cause the Company to be qualified or registered in any jurisdiction in which the Company transacts business, including the Commonwealth of Virginia. The Manager or any officer of the Company, as an authorized person, within the meaning of the Act, will execute, deliver, and file any certificates necessary for the Company to qualify to do business in any such jurisdictions.

## ARTICLE 2
## POWERS AND MANAGERS

2.1 **THE MANAGER.** In accordance with Section 10.50.110 of the Act, the Company's business and affairs are vested in a Manager, which is hereby expressly named as **Cape Fox Corporation**, an Alaska corporation (when acting in that capacity, the "**Manager**"). The Manager has the complete right, power, and discretion to operate and control the Company's affairs, including the power and authority to bind the Company and otherwise to act for and on behalf of the Company.

2.2 **OFFICERS.**

(A) Appointment. From time to time, the Manager may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business (subject to the Manager's supervision and control) who may be designated as "officers" of the Company as and to the extent authorized by the Manager. Any number of offices may be held by the same person. Officers need not be residents of the State of Alaska. Any officers so designated will have such authority and perform such duties as the Manager, from time to time, may delegate to them. Each officer will hold office until his successor is duly designated and has qualified as an officer or until his death or until he resigns or has been removed. The Manager, from time-to-time, will fix the salaries or other compensation, if any, of the officers. The Manager may leave any office vacant or open at any time in the Manager's sole discretion.



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**(B)** Resignation and Removal. Any officer may resign his office at any time. His resignation will be made in writing and will take effect at the time specified in the resignation, or if no time is specified, then at the time of its receipt by the Manager. The Manager may remove any officer from his office, either with or without cause, at any time.

**(C)** Duties of Officers Generally. The officers, in the performance of their duties as such, (i) owe to the Company and the Member duties of loyalty and due care of the type owed by the officers of a corporation to the corporation and its shareholders under the laws of the State of Alaska, (ii) must keep the Manager apprised of any and all material developments in the Company's business, and (iii) will present to the Manager, at least annually, a review of the Company's performance, including operating and capital budgets for the Company.

**(D)** President. Subject to the Manager's powers, the Company's president has general and active management of the Company's business and is to see that all of the Manager's orders and resolutions are effectuated. The president will have such other powers and perform such other duties as the Manager may prescribe.

**(E)** Vice President(s). The Company's vice president(s) will perform such duties and have such other powers as the president or the Manager may prescribe from time to time. A vice president may be designated as an executive vice president, a senior vice president, an assistant vice president, or otherwise.

**(F)** Secretary. When instructed by the Manager, the Company's secretary will record all the proceedings of meetings. The secretary will keep all documents as may be required under the Act. The secretary will perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the president or the Manager. The secretary will have the general duties, powers, and responsibilities of a secretary of a corporation.

**(G)** Treasurer. The Company's treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Company's properties and business transactions, including accounts of the Company's assets, liabilities, receipts, disbursements, gains, and losses. The treasurer will keep full and accurate accounts of receipts and disbursements in books belonging to the Company and deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as the Manager may designate. The treasurer will receive, keep, and disburse all moneys belonging to or coming to the Company. The treasurer will prepare, or cause to be prepared, detailed reports and records of all of the Company's expenses, losses, gains, assets, and liabilities and will perform such other duties in connection with the administration of the Company's financial affairs as the president or Manager may prescribe from time to time.



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## 2.3 MAJOR ACTIONS THAT REQUIRE ADDITIONAL CONSENT(S).

(A) **Notwithstanding anything in this Agreement to the contrary, the affirmative vote or written consent of the Company's Member and Manager (i.e., Cape Fox Corporation) is required for the Company to do any of the following:**

i. merge with one or more limited liability companies, limited partnerships or corporations;

ii. sell or transfer all or substantially all of the Company assets;

iii. issue any new ownership interest to any person;

iv. create any new subsidiary;

v. enter into any transaction or contract that has the potential to personally benefit any officer, executive, or employee, or family or affiliate of any such officer, executive, or employee, regardless of whether such transaction or contract is in best interest of the Company.

(B) **Further, notwithstanding anything in this Agreement to the contrary, the following actions or activities required the prior approval of the Person(s) set forth below before any such action will be undertaken:**

| Proposed Action or Activity | Prior Approval Required from the Manager or Senior Officer of the following: | | |
|---|---|---|---|
| | Subsidiary (the Company) | Holding Company (the Member) | CFC Board (Cape Fox) |
| **Business Development** | | | |
| Business Acquisitions/Divestures (All) | | | X |
| Joint Ventures (All) | | | X |
| Minority Equity Ownerships (All) | | | X |
| **Commercial Transactions** | | | |
| Contract Commitment <$200k | X | | |
| Contract Commitment >$200k | | X | |
| Contract Commitment >$1M | | | |
| Capital Investment < $200K | X | | |
| Capital Investment > $200K <$1M | | X | |
| Capital Investment > $1M | | | X |
| **Contracts and Pricing** | | | |
| International Proposal >$1M | | | X |
| International Proposal >$100K | | X | |
| **Establishment of Bank Accounts** | | | |



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| | | | |
|---|---|---|---|
| Establishment of all Bank Accounts | | | X |
| Debt/Lease Financing <$100k | | X | |
| Debt/Lease Financing >$500k | | | X |
| **Real Estate** | | | |
| Real Property Lease < 5 years and <$100K total obligation | X | | |
| Real Property Lease > 5 years or <$500K total obligation | | X | |
| Real Property Lease >$500K total obligation | | | X |
| **Asset Disposal and write-off's** | | | |
| Sell Capitalized assets <$150k book value | X | | |
| Sell Capitalized assets >$150k book value | | X | |
| Sell Capitalized assets >$1M book value | | | X |
| **Contributions** | | | |
| Charitable Contributions and Donations <$500 | X | | |
| Charitable Contributions and Donations <$5000 | | X | |
| Charitable Contributions and Donations >$5000 | | | X |
| **Human Resources** | | | |
| Fringe Benefit Plans | | X | |
| Offer of Extended Benefits, Outplacement or other non customary approaches | | X | |
| Employee Salary and Bonus Plans | | X | |
| Offers of Employment Salary >$150k for non project positions and roles | | X | |
| Signing Bonuses for New Employees (above one pay period salary) | | X | |
| Dismissal for Cause | X | | |
| RIF's and Layoffs | | X | |
| **Legal** | | | |
| Entering into Non-Disclosure Agreements and Teaming Agreements | X | | |
| Appointment of Holding Company Managers | | | X |
| Hiring of Outside Counsel | | X | |
| Hiring of Corporate Counsel | | | X |

## ARTICLE 3
## CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

3.1 **CAPITAL CONTRIBUTIONS.** The Member has made capital contributions to the Company in exchange for the Member's Membership Interest. The Member may contribute additional cash or other property to the Company as the Member decides, from time to time. Notwithstanding the foregoing, the Member is not required to make additional capital contributions to the Company.

3.2 **ALLOCATIONS.** The Company's profit and loss will be allocated to the Member.



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3.3 **DISTRIBUTIONS.** Distributions will be made to the Member at the times and in the aggregate amounts determined by the Manager.

3.4 **ACCOUNTING METHOD.** The accounting for the Company will be in accordance with accounting principles determined by the Manager.

3.5 **ENTITY CLASSIFICATION.** For U.S. federal income tax purposes, the Company is disregarded as an entity separate from its owner within the meaning of Treasury Regulations section 301.7701-3 and will not make an election to be classified as a corporation.

## ARTICLE 4
## ADMISSION OF A MEMBER

4.1 **ADMISSION OF A MEMBER.** The Member has been admitted as a member of the Company under this Agreement. No person may be admitted as a member of the Company unless the Member consents in writing.

4.2 **ASSIGNMENT.** The Member may assign all or any part of its ownership of the Company at any time (an assignee is referred to as a "**Permitted Transferee**"). A Permitted Transferee will become a substituted Member automatically upon an assignment.

## ARTICLE 5
## DISSOLUTION AND TERMINATION

5.1 **DISSOLUTION.** The Company will dissolve, and its affairs will be wound-up only upon the first to occur of any of the following: (A) the decision of the Member; (B) an event of the Company's dissolution under the Act; or (C) at any time there is no member of the Company, unless the Company is continued in accordance with the Act. The proceeds from liquidation of Company properties and dissolution will be applied as follows: first, to the satisfaction of the Company's debts other than to the Member; second, to payment of amounts owed to the Member for amounts borrowed from and not repaid to the Member; and third, to the Member.

5.2 **TERMINATION.** The Company will terminate when all of its assets, after payment of or due provision for all of the Company's debts, liabilities, and obligations have been distributed to the Member in the manner provided for in this Article 5.

## ARTICLE 6
## LIABILITY, EXCULPATION AND INDEMNIFICATION

6.1 **LIABILITY.** Except as otherwise provided by the Act, the Company's debts, obligations and liabilities, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Covered Person (as later defined in this Agreement) will be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Covered Person.



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6.2 **INDEMNIFICATION.** To the fullest extent permitted by applicable law, a Covered Person is entitled to indemnification from the Company for any loss, damage, or claim incurred by the Covered Person by reason of any act or omission performed or omitted by the Covered Person in good faith on the Company's behalf and in a manner reasonably believed to be within the scope of authority conferred on the Covered Person by this Agreement. Any indemnity under this Section 6.2 will be provided out of and to the extent of Company assets only.

6.3 **COVERED PERSON.** For purposes of this Article 6, "**Covered Person**" means the Manager, Member, any affiliate of the Manager or Member, any officers, directors, shareholders, of the Manager or Member, or an officer of the Company, who was elected or appointed to such position by the Company's Manager.

## ARTICLE 7
## MISCELLANEOUS

7.1 **ENTIRE AGREEMENT.** This document constitutes the entire Agreement and understanding by the Member with respect to the Company and supersedes all prior agreements and undertakings, if any, with respect to this Agreement's subject matter.

7.2 **AMENDMENT.** This Agreement may be amended only upon the written document signed by the Member.

7.3 **INTERPRETATION.** This Agreement's headings are only for reference and do not affect this Agreement's interpretation. Underscored references to Articles, Sections, clauses, or Exhibits refer to those portions of this Agreement, and any underscored references to a clause, unless otherwise identified, refer to the appropriate clause within the same Section in which the reference occurs. All Exhibits referenced in this Agreement are incorporated into this Agreement and are made part of it.

7.4 **GOVERNING LAW.** The laws of the State of Alaska, without regard to its conflict of laws provisions, exclusively govern this Agreement.

7.5 **NUMBERS AND GENDER.** Where the context so indicates, the masculine includes the feminine and neuter, the singular includes the plural and the plural includes the singular, and person includes a corporation, firm, or any other entity.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

#3658159v1 084619/000004



AMCO Received 11/30/20

**IN WITNESS WHEREOF**, the undersigned Member and Manager of Cape Fox Lodge, LLC, has duly signed this Operating Agreement under seal effective as of the date first written above.

*Manager:*

**CAPE FOX CORPORATION**

By: Clifford Blair (Seal)
Name: Clifford Blair
Title: Board President

*Member:*

**CAPE FOX COMMERCIAL SERVICES, LLC**

By: Clifford Blair (Seal)
Name: Clifford Blair
Title: Board President

[SIGNATURE PAGE TO
OPERATING AGREEMENT OF CAPE FOX LODGE, LLC]

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THE STATE of ALASKA

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

COR

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

# Notice of Change of Officials

## Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

**1. Important:** AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials. — *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes. — *AS 10.50.860-.870*

**2. Fee:** ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

**3. Entity Information:** AS 10.50.765

Entity Name: Cape Fox Lodge, LLC

Alaska Entity Number: 44877D



AMCO Received 11/30/20

## 4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Cape Fox Corporation Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

## 5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

| FULL LEGAL NAME | COMPLETE MAILING ADDRESS | % OWNED | MEMBER | Manager |
|---|---|---|---|---|
| Cape Fox Commercial Services, LLC | PO Box 8558, Ketchikan, AK 99901 | 100 | x | |
| Chris Luchtefeld | PO Box 8558, Ketchikan, AK 99901 | | | x |
| | | | | |
| | | | | |
| | | | | |

→ If necessary, use the following supplement page and include all information required above in Item #5.

## 6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [signature] Date: 4/27/2018

Printed Name: Chris Luchtefeld

Title of Authorized Signer: ☐ Member ☒ Manager ☐ Attorney-in-fact

*If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.*



AMCO Received 11/30/20

THE STATE of ALASKA

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

COR

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

# Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

| **Entity Information** | Enter your entity information as it appears on this filing. |
|---|---|
| Entity Name: | Cape Fox Lodge, LLC |
| AK Entity #: | 44877D |

| **Contact Person** | Whom may we contact with any questions or problems with this filing? |
|---|---|
| Company: | Cape Fox Corporation |
| Contact: | Crystal Blair |
| Mailing Address: | Address: PO Box 8558 |
| | City: Ketchikan State: AK ZIP: 99901 |
| Phone: | (907)225-5163 x428 |
| Email: | crystal.blair@capefoxcorp.com |

| **Document Return Address** | Provide an address for the return of your filed documents. |
|---|---|
| ☒ Return my filings to the address provided **ABOVE** | |
| ☐ Return my filings to this address provided **BELOW** | |
| Company: | |
| Contact: | |
| Mailing Address: | Address: PO Box 8558 |
| | City: Ketchikan State: ZIP: 99901 |



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# Notice of Change of Officials SUPPLEMENT

## If used, this supplement must be returned with Form 08-491

Entity Name: Cape Fox Lodge, LLC

Alaska Entity Number: 44877D

**4. REMOVE from Record** (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

**5. ALL Current Officials** (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

| FULL LEGAL NAME | COMPLETE MAILING ADDRESS | % OWNED | MEMBER | Manager |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.



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THE STATE of ALASKA

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

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
333 Willoughby Avenue, 9th Floor, Juneau, AK 99801
PO Box 110806, Juneau, AK 99811
Phone: (907) 465-2550 · Fax: (907) 465-2974

## CREDIT CARD PAYMENT

For security purposes please **do not email** credit card information. Fax or mail this credit card payment form to the Division. Completion of this form is not proof of payment until the Division processes the information. If any information on this form is illegible, the form will be rejected.

Name of Applicant or Licensee: Cape Fox Lodge, LLC

Type of License: Domestic LLC License Number *(if applicable)*: 44877D

I wish to make payment by credit card for the following *(check all that apply)*: **Amount**

- [x] Application Fee: Change of Officials (CORF) $25.00
- [ ] License or Renewal Fee: _____
- [ ] Other *(name change, wall certificate, fine, duplicate license, exam, etc.)*:
  1. _____
  2. _____

**Total:** $25.00

Name *(as shown on credit card)*: _____

Mailing Address: _____

Phone: _____ Email *(optional)*: _____

Credit Card Type: [ ] VISA — or — [ ] Mastercard

→ **Signature of Credit Card Holder:** _____

**VISA or Mastercard Number:** _____ **Expiration Date:** _____

***This section below the dotted line will be destroyed upon processing of the payment.***



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State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX

Office Use Only **CORP**

# ARTICLES OF AMENDMENT
## Domestic Limited Liability Company
## AS 10.50.100

☐ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

**ITEM 1**: Name of the Entity:

| Name of the Entity | Alaska Entity #: |
|---|---|
| Cape Fox Lodge, LLC | 44877D |

**ITEM 2**:

| | |
|---|---|
| Date the original Articles of Organization were filed: | 11/29/1987 |

**ITEM 3**: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 4: Management is being amended. The limited liability company is managed by a Manager.

Attach a separate sheet if needed.

**ITEM 4**: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

| Signature | Printed name | Title | Date |
|---|---|---|---|
| Clifford Blair | Clifford Blair | President of Cape Fox Corp. | 4-27-2018 |

***If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.***

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

# ARTICLES OF AMENDMENT

## Domestic Limited Liability Company
## AS 10.50.100

**Filing Fee: $25.00 (non-refundable)**

**INSTRUCTIONS *(Please retain for your records):***

**NOTICE:** The Articles of Amendment will not be filed if a biennial report is due or the signatures do not match what the Corporations Section has on record. Please verify the following before completing the application.

- Have all current biennial reports be filed?
- Are the members/managers up to date on our records?

To verify this information please search for the entity by going to Search Corporations Database in the Corporations Section of our website at www.commerce.alaska.gov/occ. If there is a biennial report due, the report may be filed online by selecting Biennial Reports on the Corporations Section page. If the members/managers have changed, but no biennial report is due, please submit a Notice of Change located in the Forms and Fees section.

**Refer to Alaska Statutes 10.50.100. The Articles of Amendment correctly set out, without change, the provisions of the articles being amended.**

**ITEM 1**: Provide the name of the entity currently on record and the Alaska Entity Number.

**ITEM 2**: Provide the date the Articles of Organization were originally filed.

**ITEM 3**: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

**ITEM 4**: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

**NOTE:** Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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# CONTACT INFORMATION SHEET

Please return this document with your filing. This information will only be used to resolve questions with the filings attached. **NOTE**: this form will not be filed for record or appear online.

Name of entity as it appears on filing:

| |
|---|
| Cape Fox Lodge, LLC |

To resolve questions with this filing, contact:

| | |
|---|---|
| Name: Crystal Blair | |
| Email: crystal.blair@capefoxcorp.com | Phone: (907)225-5163 x428 |
| Mailing address: PO Box 8558, Ketchikan, AK 99901 | |

Return documents to:

| |
|---|
| Name: Crystal Blair |
| Company: Cape Fox Corporation |
| Mailing address: PO Box 8558, Ketchikan, AK 99901 |

Attach this form to your filings. Send all documents to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

# CAPE FOX CORPORATION
# CHECK REQUEST

Payable To: State of Alaska
Address: Corporations Section
PO Box 100806
Juneau, AK 99811-0806

Amount: $ 50.00

Description: Articles of Amendment and Notice of Change of Officials for Cape Fox Lodge, LLC in Alaska

| Account # | Description | Amount |
|---|---|---|
| | Art. of Amend. Filing Fee | $ 25.00 |
| | Ntc of Change Filing Fee | $ 25.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL: | $ 50.00 |

Requested By: Crystal Blair Date: 4/26/18

Approved By: [illegible] Date: 4/27/18

B# 01952
7720 02
2 35
ARTNOCEF18

AMCO Received 11/30/20

Alaska Business License # **1066954**

## Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

# CAPE FOX LODGE, LLC

PO BOX 8558, KETCHIKAN, AK 99901

owned by

CAPE FOX LODGE, LLC

is licensed by the department to conduct business for the period

December 31, 2019 to December 31, 2021
for the following line(s) of business:

72 - Accommodation and Food Services

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

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

Julie Anderson
Commissioner

Alaska Business License # **1066954**

## Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

# CAPE FOX LODGE, LLC

PO BOX 8558, KETCHIKAN, AK 99901

owned by

CAPE FOX LODGE, LLC

**ENDORSEMENT: 1066954 - 1**
Effective December 31, 2019 through December 31, 2021
This business license has an endorsement for the physical address shown below:

800 VENETIA WAY, KETCHIKAN, AK 99901

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

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

Julie Anderson
Commissioner

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

# ENTITY DETAILS

## Name(s)

| Type | Name |
|---|---|
| Legal Name | CAPE FOX LODGE, LLC |
| Previous Legal Name | CAPE FOX HOTEL CORPORATION |

**Entity Type:** Limited Liability Company

**Entity #:** 44877D

**Status:** Good Standing

**AK Formed Date:** 11/20/1989

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2021 File Biennial Report

**Entity Mailing Address:** PO BOX 8558, KETCHIKAN, AK 99901

**Entity Physical Address:** 800 VENETIA AVE, KETCHIKAN, AK 99901

## Registered Agent

**Agent Name:** Jessica Albertsen

**Registered Mailing Address:** PO BOX 8558, KETCHIKAN, AK 99901

**Registered Physical Address:** 2851 S TONGASS HWY, KETCHIKAN, AK 99901

## Officials

☐Show Former

| AK Entity # | Name | Titles | Owned |
|---|---|---|---|
| 10070007 | Cape Fox Commercial Services, LLC | Member | 100.00 |
| | CHRIS LUCHTEFELD | Manager | |

# Filed Documents

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 12/14/1988 | Biennial Report | Click to View | |
| 11/29/1989 | Creation Filing | Click to View | |
| 5/07/1990 | Biennial Report | | |
| 1/30/1991 | Biennial Report | | |
| 1/04/1993 | Biennial Report | Click to View | |
| 1/30/1995 | Biennial Report | Click to View | |
| 12/23/1996 | Biennial Report | Click to View | |
| 12/10/2001 | Biennial Report | Click to View | |
| 1/04/2002 | Agent Change | Click to View | |
| 4/10/2003 | Biennial Report | Click to View | |
| 9/13/2005 | Biennial Report | Click to View | |
| 4/10/2006 | Agent Change | Click to View | |
| 12/22/2006 | Biennial Report | Click to View | |
| 5/10/2010 | Biennial Report | Click to View | |
| 5/17/2010 | Agent Change | Click to View | |
| 10/11/2011 | Biennial Report | Click to View | |
| 2/27/2013 | Biennial Report | Click to View | |
| 2/27/2013 | Agent Change | Click to View | |
| 12/27/2013 | Certificate of Compliance | | Click to View |
| 12/19/2014 | Change of Officials | Click to View | |
| 12/19/2014 | Agent Change | Click to View | |
| 1/27/2015 | Biennial Report | Click to View | |
| 6/26/2015 | Agent Change | Click to View | |
| 1/19/2016 | Change of Officials | Click to View | |
| 1/19/2016 | Agent Change | Click to View | |
| 7/29/2016 | Agent Change | Click to View | |
| 12/22/2016 | Biennial Report | Click to View | |
| 1/31/2017 | Change of Officials | Click to View | |
| 2/01/2017 | Change of Officials | Click to View | |
| 12/14/2017 | Certificate of Compliance | | Click to View |
| 1/05/2018 | Conversion | Click to View | Click to View |
| 2/13/2018 | Certificate of Compliance | | Click to View |
| 2/21/2018 | Change of Officials | Click to View | |
| 5/21/2018 | Amendment | Click to View | Click to View |
| 5/21/2018 | Change of Officials | Click to View | |
| 11/08/2018 | Certificate of Compliance | | Click to View |
| 12/07/2018 | Biennial Report | Click to View | |
| 12/27/2018 | Change of Officials | Click to View | |

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 9/05/2019 | Change of Officials | Click to View | |
| 1/21/2020 | Agent Change | Click to View | |
| 2/03/2020 | Certificate of Compliance | | Click to View |
| 3/24/2020 | Certificate of Compliance | | Click to View |
| 4/17/2020 | Certificate of Compliance | | Click to View |

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AK Entity #: 44877D
Date Filed: 05/21/2018
State of Alaska, DCCED

RECEIVED
By ndhall at 3:08 pm, Mar 04, 2021

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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Juneau
MAY 21 2018
CBPL
no $ nps

# ARTICLES OF AMENDMENT
## Domestic Limited Liability Company
## AS 10.50.100

■ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

**ITEM 1:** Name of the Entity: | Alaska Entity #:

| | |
|---|---|
| Cape Fox Lodge, LLC | 44877D |

**ITEM 2:**

| | |
|---|---|
| Date the original Articles of Organization were filed: | 11/29/1989 |

**ITEM 3:** List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 4: Management is being amended. The limited liability company is managed by a Manager.

Attach a separate sheet if needed.

**ITEM 4:** The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

| Signature | Printed name | Title | Date |
|---|---|---|---|
| Clifford Blair | Clifford Blair | President of Cape Fox Corp. | 4-27-2018 |

*If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.*

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



K2129542

RECEIVED
By ndhall at 3:07 pm, Mar 04, 2021

Alaska Entity #44877D

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

# Certificate of Compliance

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby issues a Certificate of Compliance for:

**CAPE FOX LODGE, LLC**

This entity was formed on November 20, 1989 and is in good standing. This entity has filed all biennial reports and fees due at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 4, 2021**.

Julie Anderson
Commissioner

RECEIVED
By ndhall at 2:57 pm, Mar 04, 2021

Alaska Entity #44877D

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

# Certificate of Conversion

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**CAPE FOX LODGE, LLC**
**formerly**
**CAPE FOX HOTEL CORPORATION**

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 05, 2018**.

Mike Navarre
Commissioner

RECEIVED
By ndhall at 2:57 pm, Mar 04, 2021

5514723

AK Entity #: 44877D
Date Filed: 01/05/2018
State of Alaska, DCCED

CORP

RECEIVED
Juneau
JAN 05 2018
CBPL

√175 ly

THE STATE of ALASKA

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

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110808, Juneau, AK 99811-0808
*Phone:* (907) 465-2550 ★ *Fax:* (907) 465-2974
*Email:* corporations@alaska.gov
*Website:* http://commerce.alaska.gov/cbpl/corp

# STATEMENT OF CONVERSION

Specifically for

## An Entity with an AK Entity Number
## Converting to a Domestic (Alaskan) Limited Liability Company

Under the Alaska Entity Transaction Act AS 10.55.401-10.55.406

☑ **$175.00 Filing Fee**

- **$ 25.00 Statement of Conversion Filing Fee (non-refundable)** ($25 Corp Fee)
- **$150.00 Articles of Organization Filing Fee (non-refundable)** ($150 Corp Fee)

**NOTICE:** The Articles of Organization must be submitted as an attachment.

Pursuant to the provisions of Alaska Statutes 10.55.405, excluding entities stated in AS 10.55.110, a domestic (Alaskan) or foreign (non-Alaskan) entity may convert (change from one type of entity to a different type of entity) to a domestic (Alaskan) limited liability company by submitting the following statement:

**ITEM 1**: Name of the converting (changing from) entity: Cape Fox Hotel Corporation

Alaska Entity # (mandatory): 44877D

State of Domicile (changing from): Alaska

Type of Entity (changing from): Business Corporation

**ITEM 2**: Name of the converted (changing to) domestic (Alaskan) limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C" or "LLC." The word "limited" may be abbreviated as "Ltd." and the word "company" may be abbreviated as "Co." (Note: the name of the limited liability company in Item #2 on the Statement of Conversion must match the name in Article #1 on the Articles of Organization attached to this filing.):

Cape Fox Lodge, LLC

State of Domicile or Jurisdiction (changing to): Alaska

Type of Entity (changing to): Limited Liability Company



K2043509

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Juneau

JAN 05 2018

**ITEM 3**: (Optional) The future effective date of conversion, if different from date of filing, must be a specific future date and cannot exceed 90 days from date of filing. Future effective date (mm/dd/yyyy format): ___/___/_____.

**ITEM 4:**
If the converting (changing from) entity is a domestic (Alaskan) entity (listed in Item #1 above), the conversion has been approved in accordance with AS 10.55.401-10.55.406.

**-OR-**

If the converting (changing from) entity is a foreign (non-Alaskan) entity (listed in Item #1 above), the conversion has been approved by the foreign converting entity in accordance with the laws of its jurisdiction of organization.

**ITEM 5**: The converted (changing to) entity is a domestic (Alaskan) limited liability company; therefore the text of the converted entity's articles of organization must be attached.to this Statement of Conversion. Choose only *one* of the options below:

☑ Complete the attached Articles of Organization portion of this form.

**-OR-**

☐ Provide Articles of Organization, which satisfy the requirements of AS 10.50.075 and 10.55.405, as an attachment.

**ITEM 6**: The Statement of Conversion must be signed on behalf of the converting (changing from) entity (listed in Item #1 above) in the following manner:

- *If the converting entity is a corporation, it must be signed by an officer of the corporation.*
- If the converting entity is not a corporation, it must be signed by the person authorized by said entity.
- If the converting entity is in the hands of a receiver, trustee, or other court-appointed fiduciary, it must be signed by said fiduciary.

If the converting entity is currently on record with this division (has an AK Entity Number) and the signer is an official of the entity then the signer must be currently on record with this division.

Provide the printed name of the signer, the full title/capacity of the authorized signer, the name of the entity that the individual is representing, and signature of the individual authorized to sign.

| Signature | Printed Name | Title and entity that is represented | Date |
|---|---|---|---|
| [signature] | Albert K. White | President Cape Fox Hotel LLC | 12/8/17 |

**NOTE - Signatures:**
Per AS 10.55.609, persons who sign documents to be filed with the commissioner that are known by the person to be false in material respects are guilty of a class A misdemeanor.

**IMPORTANT: Changing Officials**
On the date the Statement of Conversion is filed for record all officials currently on record for the converting (changing from) entity (listed in Item #1 on the Statement of Conversion) will be removed from record. The converted (changing to) entity (listed in Item # 2 of the Statement of Conversion) *must* file a notification of changing officials with this division in the manner and time prescribed in AS 10.50.765. The notification of officials changing maybe filed in conjunction with the Statement of Conversion.

RECEIVED
Juneau
JAN 05 2018
CBP

**SUBMITTAL:** Please submit forms and payment together.

- A notification of officials changing maybe filed in conjunction with the Statement of Conversion; please include the appropriate form and filing fee.
- Mail the Statement of Conversion (form 08-578) and the $175.00 non-refundable filing fee in U.S. dollars to:
  - State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806
- If faxing the form please include the Credit Card Payment form with the appropriate fees.
- Do not email forms or payment.

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

# ARTICLES OF ORGANIZATION

Specifically for

## Domestic (Alaskan) Limited Liability Company with Statement of Conversion

Under AS 10.50.075 and the Alaska Transactions Act 10.55.401-10.55.406

RECEIVED
Juneau
JAN 05 2018

**Pursuant to AS 10.55.405 the converted entity's public organic document must be submitted as an attachment to this Statement of Conversion.**

**Pursuant to AS10.55.405 the undersigned domestic (Alaskan) limited liability company applies for a Certificate of Organization and, for that purpose, submits the following:**

**ARTICLE 1**: Legal name of the limited liability company must contain the words "limited liability company" or the abbreviation "L.L.C.," or "LLC". The word "limited" may be abbreviated as "Ltd." and the word "company" may be abbreviated as "Co." (Note: the name of the limited liability company in Article #1 on the Articles of Organization must match the name in Item #2 on the Statement of Conversion portion of this filing.):

Cape Fox Lodge, LLC

**ARTICLE 2**: The purpose of the company (may include "any lawful") and, separately, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

| Purpose: Any lawful purpose | NAICS code: | 7 | 2 | 1 | 1 | 1 | 0 |
|---|---|---|---|---|---|---|---|

**ARTICLE 3**:
The registered agent for the domestic (Alaskan) limited liability company (listed in Article #1 on the Articles of Organization) is the same agent on record for the converting (changing from) entity (listed in Item #1 on the Statement of Conversion). Per Alaska Statutes the registered agent information may only be updated via a Statement of Change Registered Agent form. The non-refundable filing fee for a Statement of Change is $25.

**ARTICLE 4**: Management. Choose only one of the options below:

☑ The limited liability company is managed by its Members.
(There must be at least one member and there are no managers.)

-OR-

☐ The limited liability company is managed by a Manager.
(There must be at least one member and one manager; additionally the manager(s) have sole decision making power within the LLC.)

**ARTICLE 5: Optional Provisions and Additional Articles**

- Attach additional pages for continuation of optional provisions and/or additional articles.
- Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes.
- Additional articles should be a continuation of the numbering as it appears on these Articles of Incorporation.

Attach an additional 8.5" x 11" sheet if necessary.

**SIGNATURES:**
Per AS 10.55.405(d) the Articles of Organization filed with the Statement of Conversion (form 08-578) does not need to be signed; the Statement of Conversion portion of this filing must be signed.

**NOTE - Operating Agreement:** An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

RECEIVED
Juneau
JAN 05 2018
CBPL

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

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

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 11, 2021

Cape Fox Lodge, LLC
DBA: NO DBA
Via Email: cluchtefeld@capefoxss.com

Re: Package Store License Transfer #4057 DBA: No DBA

Dear Applicant:

I have received your application for a liquor license. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.310(b), AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as (but not limited to) a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, you should continue to work with those local or state agencies to get the requirements completed. Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the **March 30th, 2021** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the alcohol.licensing@alaska.gov email address if you have any questions.

Sincerely,

Carrie Craig
Records and Licensing Supervisor

## Taylor Lee

**From:** Gretchen O'Sullivan
**Sent:** Wednesday, March 17, 2021 1:35 PM
**To:** Taylor Lee; Joseph White; jonathanl@kgbak.us; charlannet@kgbak.us; Corey Bingham; Andrew Berntson
**Cc:** Kim Stanker
**Subject:** RE: Liquor License Application

The Fire Department has no objections.

*Gretchen O'Sullivan*
Fire Marshal
Ketchikan Fire Department
70 Bawden Street
Ketchikan, AK 99901
Business (907)-228-2363
Cell (907)-617-1730
gretcheno@city.ketchikan.ak.us

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:32 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for **Liquor License Transfer of Ownership Application** for liquor license:

There is also a **Transfer of Location** application for this same establishment but it is too big to send in this email so I will forward another email with this informaiton.

**Brewery –**

**Package Store –** Cape Fox Lodge, LLC

**Club –**

**Restaurant/Eating Place –**

## Taylor Lee

**From:** Corey Bingham
**Sent:** Wednesday, March 17, 2021 1:40 PM
**To:** Taylor Lee
**Subject:** RE: Liquor License Transfer of Location Application

Taylor,

The City Building Division has no objections.

Thanks,

Corey Bingham
Building Official
(907) 228-4737
coreyb@ktn-ak.us

City of Ketchikan

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:35 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Transfer of Location Application

Hello again-

Attached is the information for the Liquor License Transfer of Location application for the same company.

Thank you,

Taylor

Taylor Lee
Deputy City Clerk
334 Front Street
Ketchikan, AK 99901
907.228.5604
taylorl@ktn-ak.us

## Taylor Lee

**From:** Eric Mattson
**Sent:** Wednesday, March 17, 2021 3:17 PM
**To:** Taylor Lee
**Subject:** FW: Liquor License Application
**Attachments:** 4057 City of Ketchikan-Ketchikan Gateway Borough LGB Notice 31721.pdf; 4057 No DBA CTA PS.pdf

Good Afternoon Taylor,

Andy forwarded me this email and he wasn't sure what to do with it.

I have reviewed the application and the police department has no objections to the changes.

Eric

**From:** Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:36 AM
**To:** Eric Mattson <EricM@City.Ketchikan.Ak.Us>
**Subject:** FW: Liquor License Application

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:32 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for **Liquor License Transfer of Ownership Application** for liquor license:

There is also a **Transfer of Location** application for this same establishment but it is too big to send in this email so I will forward another email with this informaiton.

**Brewery –**

**Package Store –** Cape Fox Lodge, LLC

**Club –**

## Taylor Lee

**From:** Jonathan Lappin <jonathanl@kgbak.us>
**Sent:** Monday, March 22, 2021 9:27 AM
**To:** Taylor Lee; Charlanne Thomas
**Cc:** Richard Harney
**Subject:** RE: Liquor License Application

**CAUTION: External Email**
This email originated from a source outside the City of Ketchikan. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Planning Department has no reason to recommend an objection.

Jonathan Lappin, AICP
Associate Planner

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:58 AM
**To:** Charlanne Thomas <charlannet@kgbak.us>; Jonathan Lappin <jonathanl@kgbak.us>
**Subject:** FW: Liquor License Application

I've been having trouble sending this email to you both because the attachment was too large so hopefully this one comes through.

Thank you,

Taylor

**From:** Taylor Lee
**Sent:** Wednesday, March 17, 2021 10:32 AM
**To:** Joseph White <josephw@city.ketchikan.ak.us>; 'jonathanl@kgbak.us' <jonathanl@kgbak.us>; 'charlannet@kgbak.us' <charlannet@kgbak.us>; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <andrewb@city.ketchikan.ak.us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for **Liquor License Transfer of Ownership Application** for liquor license:

There is also a **Transfer of Location** application for this same establishment but it is too big to send in this email so I will forward another email with this informaiton.

**Brewery –**

## Taylor Lee

**From:** Charlanne Thomas <charlannet@kgbak.us>
**Sent:** Thursday, March 18, 2021 8:53 AM
**To:** Taylor Lee; Jonathan Lappin
**Subject:** RE: Liquor License Application

**CAUTION: External Email**
This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This business is current on all applicable taxes.

Thank you

Charlanne J Thomas

*Charlanne J Thomas*
*Accounting Supervisor*
*Ketchikan Gateway Borough*
*1900 First Avenue, Suite 118*
*Ketchikan, AK 99901*
*(907) 228-6613*
*(907) 228-6698 fax*
*https://www.kgbak.us/*

**From:** Taylor Lee [mailto:taylorl@City.Ketchikan.Ak.Us]
**Sent:** Wednesday, March 17, 2021 10:58 AM
**To:** Charlanne Thomas <charlannet@kgbak.us>; Jonathan Lappin <jonathanl@kgbak.us>
**Subject:** FW: Liquor License Application

I've been having trouble sending this email to you both because the attachment was too large so hopefully this one comes through.

Thank you,

Taylor

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community, and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 17, 2021

City of Ketchikan
Within Ketchikan Gateway Borough
Attn: Kim Stanker, Taylor Lee, Kacie Paxton
Via Email: kims@ktn-ak.us
taylorl@ktn-ak.us
Cc: boroclerk@kgbak.us
deputyclerk@kgbak.us

| | | | |
|---|---|---|---|
| **License Type:** | Restaurant or Eating Place | **License Number:** | 4142 |
| **Licensee:** | Cape Fox Lodge, LLC | | |
| **Doing Business As:** | No DBA | | |
| **Premises Address:** | No Premises | | |

☐ **New Application** ☐ **Transfer of Ownership Application**
☒ **Transfer of Location Application** ☐ **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under because of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application because the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

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

**Alaska Alcoholic Beverage Control Board**

# Internal Checklist: Liquor License New & Transfer

This checklist should be used as a guide when processing liquor license applications. **However it is not exhaustive.** Please see the Examiner Desk Manual for more information.

**General:**

- ☐ **What type of application is this? (Circle all that apply)**
  - **New**
  - **Transfer** *IF A TRANSFER IS OCCURING IS THIS A TRANSFERRABLE LICENSE TYPE?* **YES/NO**
    - *Use the List of Non Transferrable licenses to confirm.*
    - **Location**
    - **Ownership**
    - **Controlling interest**
      - *If controlling interest is changing, check for any other licenses held by the entity, transfers will be required for all licenses held.*
    - **Security Interest**
    - **Involuntary retransfer**
- ☐ **Are there available licenses of this type in this LGB?** **YES/NO**
  - *If NO, check to see if a request for expiration is required- if one is, write it on the master checklist.*
- ☐ **Is there an existing license in this location?** **YES/NO**
  - *If YES, check to see if a request for expiration is required- if one is, write it on the master checklist.*
- ☐ **Does anyone in the proposed ownership own any other licenses?** **YES/NO**
  - *If YES, discuss with the management team to ensure that prohibited financial interest is not violated.*
    - *Is prohibited financial interest violated?* **YES/NO**
- ☐ **Is this a Brewpub or Beverage Dispensary-Duplicate?** **YES/NO**
  - *If YES, indicate the "master" license number_____.*
- ☐ **Is this license in a location outside of a LGB?** **YES/NO**
  - *If YES, check to see if a petition is required. If it is, make sure that you have shown that on the supplemental checklist.*
- ☐ **Is the premises diagram compliant with the requirements of the form?**
  - *Please ensure that you have reviewed against **all of the form requirements**, that it is **legible**, and that there are **no invisible walls/unlabeled area(s)**.*
  - *If there is **ANYTHING** strange about the premises, discuss with the management team.*

**License Type Specific Checks:**

- ☐ **Wholesale**
  - **Is the premises in a personal storage unit?** **YES/NO**
- ☐ **Tourism**
  - **Is this license in an airport terminal?** **YES/NO**
  - **Is this license in a Hotel/Motel Etc.?** **YES/NO**
    - *If yes:*
      - *Are there enough rooms based on population?* **YES/NO**
      - *Make sure that the other requirements are met and addressed in the Tourism Statement.*
- ☐ **Outdoor Recreation Lodge**
  - *Does this establishment provide overnight accommodations and meals?* **YES/NO**
  - *Is the business primarily involved in offering outdoor recreation activities?* **YES/NO**
  - *Does it provide at least two guest rooms?* **YES/NO**
- ☐ **Recreational Site**
  - *Do the service hours show that alcohol is being served no more than 1 hour before and after the recreational events that are being hosted?* **YES/NO**
  - *Are the events qualifying "recreational" events hosted during a season?* **YES/NO**

**Alaska Alcoholic Beverage Control Board**

# Master Checklist:
# Transfer Liquor License Application

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

| | | | |
|---|---|---|---|
| **License Type:** | Package Store | **License Number:** | 4057 |
| **Doing Business As:** | No DBA | **Date Received:** | |
| **Examiner:** | Nathanael D Hall | **Date License Issued:** | |

| Document | Received | Completed | Document | Received | Completed |
|---|---|---|---|---|---|
| AB-01: Transfer App | 11/30 | 3/11 | AB-11: Creditors Affidavit | 11/30 | 3/11 |
| AB-02: Premises Diagram | 11/30 | No Prem | Entity Documents | 11/30 | 3/11 |
| AB-07: Posting Affidavit | 11/30 | 3/11 | Lease or Deed | 11/30 | 3/11 |
| Publisher's Affidavit | 11/30 | 3/11 | Fingerprint Cards | rescinded | rescinded |
| AB-08(a/b): Crim. History | 11/30 | rescinded | App, Lic, and FP Fees | 11/30 | 3/11 |
| AB-09: Financial Interest | 11/30 | 3/11 | Suppl. Check. Rqd? | No | |
| Notes | lien dispute resolved, not related to transferees | | | | |

| | | | |
|---|---|---|---|
| **Names on Received Fingerprint Cards:** | rescinded | | |
| **Owner ID #:** | 4169 | **Associate ID #s:** | 6077 |
| **Background Checks Complete:** | n/a | | |

| | | | |
|---|---|---|---|
| **Correction Letter Date(s):** | 3/3 | **Det. Complete:** | 3/11 |
| **Board Meeting Date:** | 3/30/21 | **Board Action:** | |

| Agency | Date & Response | Agency | Date & Response |
|---|---|---|---|
| LGB 1 | | DOR | |
| LGB 2 | | DOL - WC | |
| DEC | | DOL - ES | |
| Fire Marshal | | Creditors | |

| | |
|---|---|
| **Objections Received** | |
| **Staff Questions for Board** | |

| | |
|---|---|
| **Requirements for Finalization** | |

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

**What is this form?**

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

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

## Section 1 – Transferor Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | **License #:** | | 4142 |
| **License Type:** | Restaurant Eating Place License | | **Statutory Reference:** | | 04.11.100 |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Road ste 104 | | | | |
| **City:** | Ketchikan | **State:** | Alaska | **ZIP:** | 99901 |
| **Local Governing Body:** | City of Ketchikan, Ketchikan Gateway Borough | | | | |

**Transfer Type:**

- [x] Regular transfer
- [ ] Transfer with security interest
- [ ] Involuntary retransfer

| *OFFICE USE ONLY* | | | |
|---|---|---|---|
| *Complete Date:* | | *Transaction #:* | 100000783 |
| *Board Meeting Date:* | | *License Years:* | |
| *Issue Date:* | | *BRE:* | |



AMCO Received 11/30/20

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 2 – Transferee Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | Alaska | **ZIP:** | 99901 |
| **Community Council:** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Mailing Address:** | 800 Venetia Way | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |

| | | | |
|---|---|---|---|
| **Designated Licensee:** | Chris Luchtefeld | | |
| **Contact Phone:** | (301)956-0216 | **Business Phone:** | (907) 225-5163 |
| **Contact Email:** | cluchtefeld@capefoxss.com | | |

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

## Section 3 – Premises Information

**Premises to be licensed is:**

☐ an existing facility ☐ a new building ☐ a proposed building

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

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

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



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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 4 – Sole Proprietor Ownership Information

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

**This individual is an:** ☐ applicant ☐ affiliate

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | | | | | |
| **Address:** | | | | | |
| **City:** | | **State:** | | **ZIP:** | |

**This individual is an:** ☐ applicant ☐ affiliate

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | | | | | |
| **Address:** | | | | | |
| **City:** | | **State:** | | **ZIP:** | |

## Section 5 – Entity Ownership Information

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

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

| | | | | | |
|---|---|---|---|---|---|
| **Entity Official:** | Cape Fox Commercial Services, LLC | | | | |
| **Title(s):** | Member | **Phone:** | (907)225-5163 | **% Owned:** | 100 |
| **Address:** | PO Box 8558 | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |



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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

| | | | | | |
|---|---|---|---|---|---|
| Entity Official: | Chris Luchtefeld | | | | |
| Title(s): | Manager | Phone: | 301-956-0216 | % Owned: | 0 |
| Address: | PO Box 8558 | | | | |
| City: | Ketchikan | State: | Alaska | ZIP: | 99901 |

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| DOC Entity #: | 44877D | AK Formed Date: | 11/20/1989 | Home State: | AK |
| Registered Agent: | Jessica Albertson | | Agent's Phone: | 907-225-5163 | |
| Agent's Mailing Address: | PO Box 8558 | | | | |
| City: | Ketchikan | State: | Ak | ZIP: | 99901 |

Residency of Agent:

| | Yes | No |
|---|---|---|
| Is your corporation or LLC's registered agent an individual resident of the state of Alaska? | ☑ | ☐ |



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# Form AB-01: Transfer License Application

## Section 6 – Other Licenses

**Ownership and financial interest in other alcoholic beverage businesses:**

| | Yes | No |
|---|---|---|
| Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska? | ✓ | |

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

Cape Fox Lodge, LLC License #:2948Beverage Dispensary - Tourism
Cape Fox Lodge, LLC License #:80 Package Store
Cape Fox Lodge, LLC License #:713 Beverage Dispensary
Cape Fox Lodge, LLC License #. 4142 Restaurant or Eating Place License
Cape Fox Lodge, LLC License#: 810 Beverage Dispensary
Cape Fox Lodge, LLC License #:5869 Beverage Dispensary
Cape Fox Lodge, LLC License #:5868 Package Store
Chris Luchtefeld has financial interest in the licenses listed above.

## Section 7 – Authorization

**Communication with AMCO staff:**

| | Yes | No |
|---|---|---|
| Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff? | ✓ | |

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

Tim Lewis, He is the Commercial Business Manager for Cape Fox Lodge LLC
907-782-9471
tlewis@capefoxlodge.com



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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 8 – Transferor Certifications

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

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

Signature of transferor

Chris Luchtefeld
Printed name of transferor

Subscribed and sworn to before me this 23 day of November, 2020.

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Signature of transferor

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____



AMCO Received 11/30/20

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Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 9 – Transferee Certifications

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

| | Initials |
|---|---|
| I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application. | CL |
| I certify that all proposed licensees have been listed with the Division of Corporations. | CL |
| I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. | CL |
| I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465. | CL |
| I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application. | CL |

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

Signature of transferee

Christopher Lucholdt
Printed name

Subscribed and sworn to before me this 23 day of November, 2020.

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021



AMCO Received 11/30/20

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Alaska Alcoholic Beverage Control Board

# Form AB-02: Premises Diagram

**What is this form?**

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

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

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

| | Yes | No |
|---|---|---|
| I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. | ☐ | ☑ |

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | **License Number:** | 4142 | | |
| **License Type:** | Restaurant Eating Place License | | | | |
| **Doing Business As:** | NO DBA | | | | |
| **Premises Address:** | NO Premises | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |



AMCO Received 11/30/20

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Alaska Alcoholic Beverage Control Board

# Form AB-02: Premises Diagram

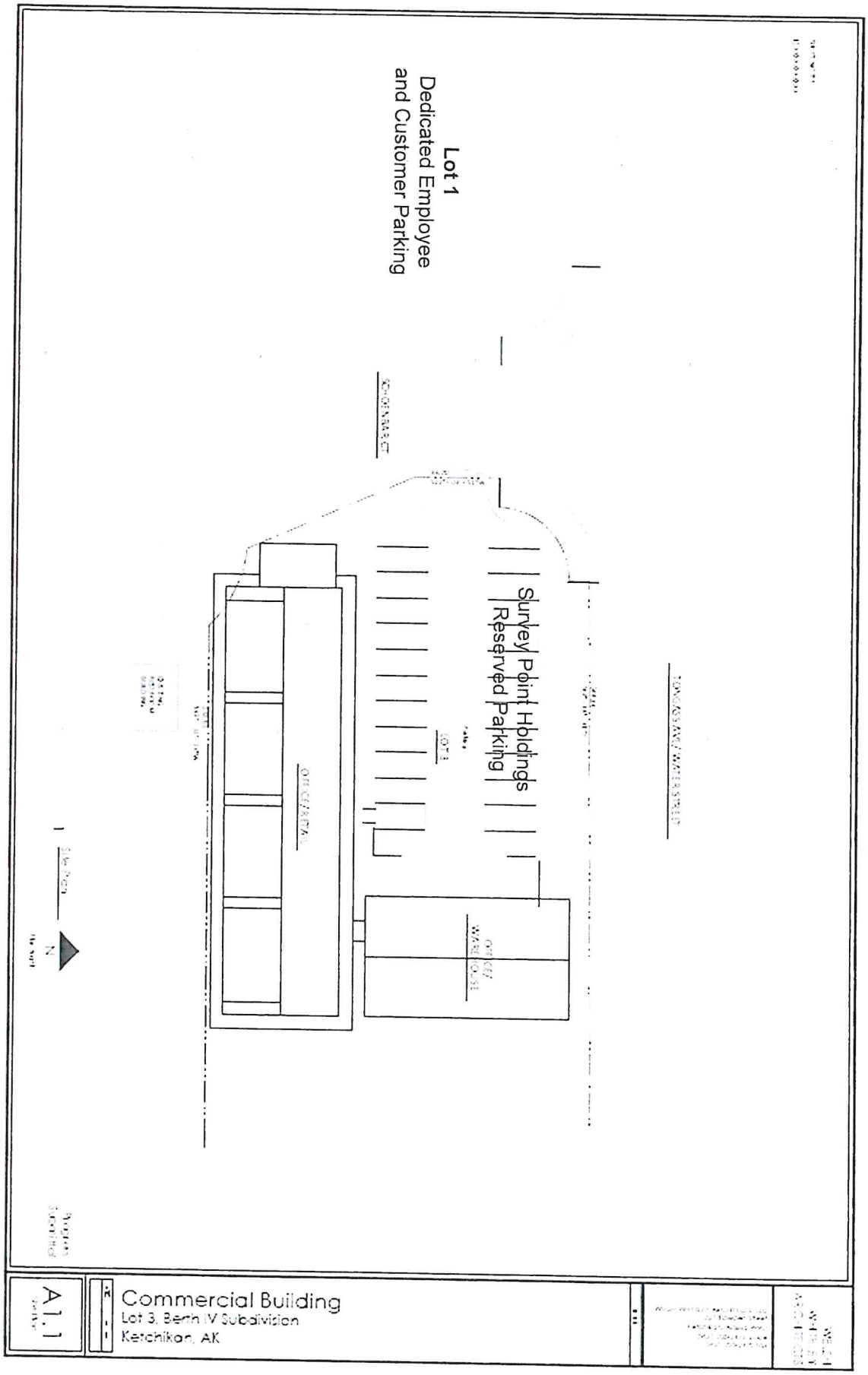
## Section 2 – Detailed Premises Diagram

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

No premises

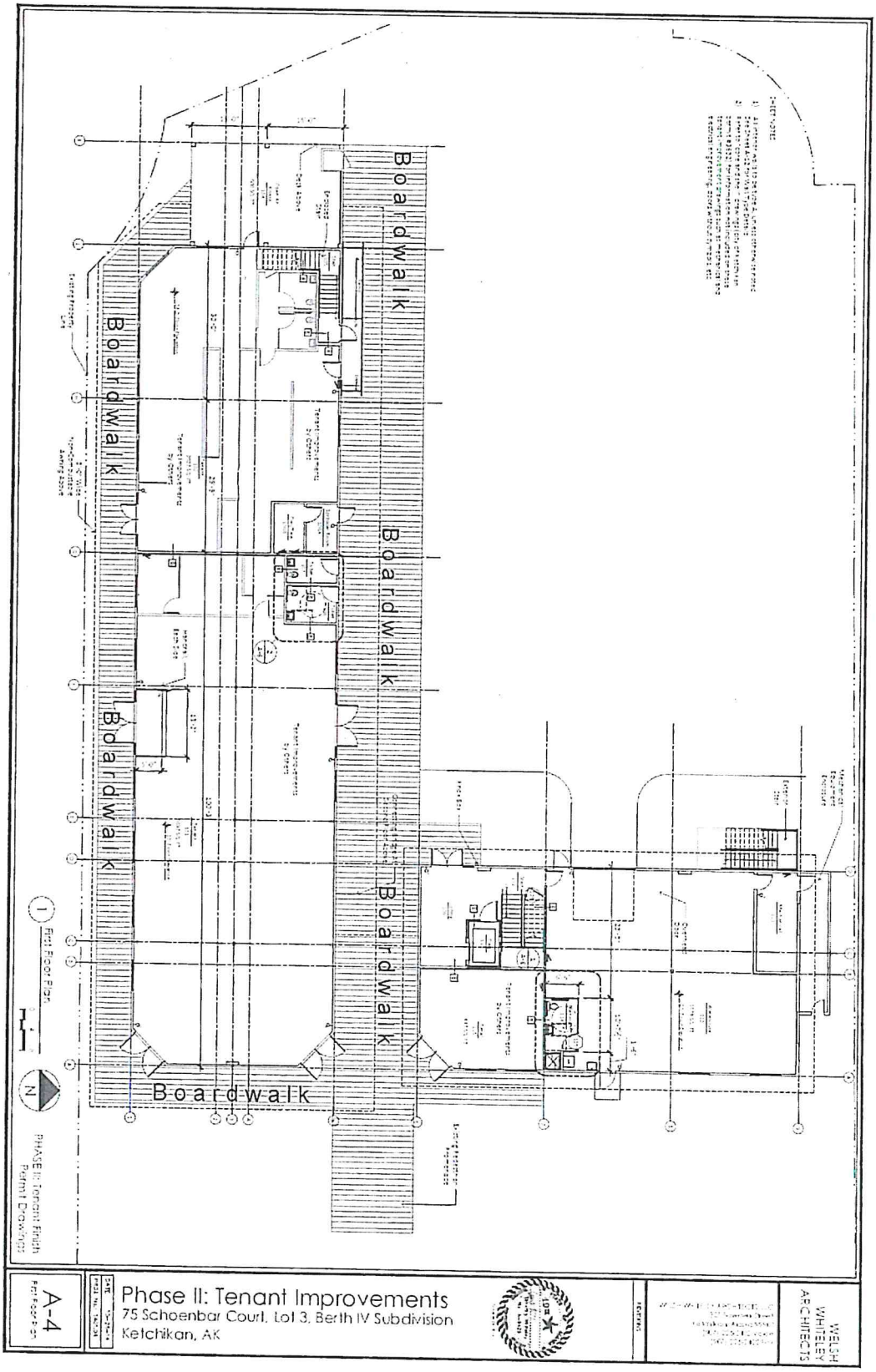


AMCO Received 11/30/20




**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMCO Received 11/30/20




**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

AMCO Received 1/30/20

AMCO Received 11/30/20

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

Alaska Alcoholic Beverage Control Board

# Form AB-07: Public Notice Posting Affidavit

**What is this form?**

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

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

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Restaurant Eating Place License | | | | |
| **Doing Business As:** | No DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |

## Section 2 – Certification

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

Start Date: 11/06/2020 End Date: 11/21/2020

Other conspicuous location: Ketchikan Public Library

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

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of licensee

Signature of Notary Public

Chris Luchsefeld
Printed name of licensee

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

AMCO received 3/4/21

CAPE FOX
CORPORATION

Cape Fox Lodge, LLC
800 Venetia Ave.
Ketchikan, AK 99901

March 4th, 2021

Nathan Hall
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
907-269-5065

Dear Mr. Hall,

I am writing with a request to rescind form AB-08a: Authorization of Records Release AS 04.11.295, AS 04.11.300 and 3 AAC 304.105(1)(2). Because my background was completed within the last 5 years with AMCO, this form is not required.

This letter applies to licenses 4142, 4057 and 3213.

Thank you for the assistance with this matter,

Chris Luchtefeld
CEO, Cape Fox Corporation
Cluchtefeld@capefoxss.com
PH: 301-956-0216

| | |
|---|---|
| **From:** | Timothy Lewis |
| **To:** | Alcohol Licensing, CED ABC (CED sponsored); Chris Luchtefeld |
| **Subject:** | RE: 4142 Bar Harbor Alehouse Incomplete Transfer Application Notice 3/3/21 |
| **Date:** | Thursday, March 4, 2021 1:45:46 PM |
| **Attachments:** | Transfer for Bar Harbor 4142 Signed.pdf<br>CFL - Articles of Amendment in AK 05 21 2018.pdf<br>CFL - Certificate of Compliance in AK 03 04 2020.pdf |

---

Nathan,

Please rescind the Document AB-08A from our transfer application for license 4142. Attached is everything that was requested for changes.

Thank you for getting these to us it means a lot.

*Tim Lewis*
President
Cape Fox Commercial Group
907-225-8001

---

**From:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
**Sent:** Wednesday, March 3, 2021 1:53 PM
**To:** Chris Luchtefeld <cluchtefeld@capefoxss.com>; Timothy Lewis <tlewis@capefoxlodge.com>
**Cc:** Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
**Subject:** 4142 Bar Harbor Alehouse Incomplete Transfer Application Notice 3/3/21
**Importance:** High

Hello,

Our office is in receipt of the transfer and after a review of the documents, the following items are required to complete the update process, as articulated in detail on the attached letter.

Please be advised a refund form is attached as well. Please sign/date and return at your earliest convenience to process your refund.
Deadline Reminders:

- 3/12/21 at 11:59PM – new, transfer, 2021/2022 renewal applications and all required corrections must be deemed complete by an AMCO Examiner to be considered for next ABC meeting scheduled for March 30, 2021.

Thanks,

# Nathan Hall

Occupational Licensing Examiner
Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600

Anchorage, AK 99501
907-269-5065
alcohol.licensing@alaska.gov
Please consider the environment before printing this e-mail.
*Any guidance provided by this electronic communication is not a binding legal opinion, ruling, or interpretation that may be relied upon, but merely guidance concerning existing statutes and regulations. There may be other unique or undisclosed facts, circumstances, and information that may have changed any guidance provided in this communication.*
*CONFIDENTIALITY NOTICE: This communication is intended for the sole use of the individual or entity to whom it is addressed, is covered by the Electronic Communications Privacy Act (18 USC § 2510-2521), and may contain Confidential Official Use Only Information that may be exempt from public release under the Freedom of Information Act (5 USC § 552). If you are not the intended recipient, you are prohibited from disseminating, distributing, or copying any information contained in this communication.*
*The State of Alaska cannot guarantee the security of e-mails sent to or from a state employee outside the state e-mail system. If you are not the intended recipient or receive this communication in error, please notify the sender by reply e-mail and delete the original message and all copies from your computer.*

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

Alaska Alcoholic Beverage Control Board

# Form AB-09: Statement of Financial Interest

**What is this form?**

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

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

## Section 1 – Establishment Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | | | | |
| **License Type:** | Restaurant Eating Place License | **EIN:** | 92-0132869 | | |
| **Doing Business As:** | NO DBA | | | | |
| **Premises Address:** | No Premises | | | | |
| **City:** | Ketchikan | **State:** | Ak | **ZIP:** | 99901 |

## Section 2 – Certifications

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

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

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

Signature of licensee

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of Notary Public

Chris Luchtefeld
Printed name of licensee

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

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

Alaska Alcoholic Beverage Control Board

# Form AB-11: Creditors Affidavit

**What is this form?**

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

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

## Section 1 – Transferor Information

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

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | Cape Fox Lodge, LLC | **License Number:** | 4142 | | |
| **License Type:** | Restaurant Eating Place License | | | | |
| **Doing Business As:** | Bar Harbor Ale House | | | | |
| **Premises Address:** | 55 Schoenbar Road ste 104 | | | | |
| **City:** | Ketchikan | **State:** | Alaska | **ZIP:** | 99901 |
| **Federal Tax ID # / EIN:** | 92-0132869 | | | | |

## Section 2 – Debts and Taxes Owed

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

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



AMCO Received 11/30/20

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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

# Form AB-11: Creditors Affidavit

## Section 3 – Transferor Certifications

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

Initials

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

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

EVELYN MARIE MILLS
NOTARY PUBLIC
REGISTRATION # 7563314
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Signature of transferor

Signature of Notary Public

Chris Luchtefeld
Printed name of transferor

Notary Public in and for the State of Virginia.

My commission expires: 04/30/2021

Subscribed and sworn to before me this 23 day of November, 2020.



AMCO Received 11/30/20

## AFFIDAVIT OF PUBLICATION

STATE OF ALASKA, )
) SS:
Gateway Borough )

**Nancy Kaste,** being duly sworn says:

That she is representative of the Ketchikan Daily News, a newspaper published in Ketchikan, in said Borough and State, and that the publication of which the annexed is a printed and true copy, was published three consecutive weeks in said newspaper, commencing on the 7th of November, 2020 and ending on the 21st of November 2020.

Nancy Kaste

Subscribed and sworn to before me this 23rd of November 2020.

Tena Williams
Notary Public for Alaska

My Commission Expires 01/22/23

Official Seal
Tena Williams
Notary Public-State of Alaska
My Comm. Expires
January 22, 2023

AMCO Received 11/30/20

Continued from page 1

## f vigilance over the

## Governor Mike Dunleavy

nd Social Services.

Dunleavy said that if case trends con-nue at this rate, "the mathematics will ventually work against us," leading to verwhelmed health care facilities in laska and an increase in illness mongst first responders.

In terms of health care across the tate, it wasn't hospital capacity or the tate's supply of personal protective quipment that concerned the governor, ut the reality of health care workers be-oming ill at work, which he said the tate had already begun to record.

"What we're finding is it's going to be ifficult to find people to staff those hos-itals," he said. "I'm not saying this to care people; I'm not here to worry peo-le."

Dunleavy acknowledged that health are workers, firefighters, law enforce-ment officers and military officials have een becoming sick with COVID-19 in laska, leaving critical systems poten-ally understaffed.

"It puts pressure on all systems," Dun-eavy said. "In other words, just because ou work in a hospital or for a health are system, doesn't mean you're im-nune and the virus will pass over you. 'he virus doesn't care what you look ke, what party you're from, how tall or hort you are, ... this virus has one goal.

To combat these concerns, Dunleavy alled Alaskans to take care in making ecisions about social gatherings, and to egin to return to a level of diligence hen it comes to making decisions bout attending gatherings and non-essential outings.

"What we need to do is work together again," Dunleavy explained. "And I'm imploring Alaskans, ... that we need to rethink and re-establish a little bit of vigilance over the next two to three months. We're going to see higher case counts. We know that. What we were hoping not to see is more hospitalization, but that's changing as well."

Dunleavy said he was not angling toward another statewide lockdown order, but was "imploring" that Alaskans wear masks and keep social distance.

Along with Dunleavy's request for Alaskans to wear masks to slow the spread of COVID-19, he stressed that he was not putting a mask mandate in place for the state.

"I'm asking it," Dunleavy said, "I'm asking it because we've got to slow this down. We start to see 600 cases, 700 cases, 800 cases on a daily level, the mathematics are going to demonstrate that we're going to overwhelm our hospitals."

Dunleavy again said that the pandemic has not caused the number of deaths once predicted in Alaska. However, he wants Alaskans to focus on containing the spread of the virus during the next two to three months, which he said was a timeframe when news of a vaccination might emerge.

"This virus has not let up," Dunleavy said. "It won't let up. We've got to put an end to it."

*Daily News Staff Writer Scott Bowlen contributed to this story.*

Continued from page 1

EOC will be carefully monitoring evel to Level 4 – High if necessary. nding business closures and a hun-do their part to follow these miti-

ning, Ketchikan Mayor Bob Sivert-owing the mitigation that was put

ese recommendations so we can el," Sivertsen wrote in the alert. "I to reduce our cases in Ketchikan

## Today's Trivia answer:

Ketchikan High School had 57 students, while another 255 were in the district

**Juneau Foot & Ankle Clinic**

**FRANK F. MESDAG D.P.M.**

Clinic dates:

**November 14**
**November 28**

Sports injuries* Orthotics* Ankle Sprains* Fractures* Diabetic & Arthritic Foot Care* Children Foot Disorders* Comprehensive Foot Care* Ingrown and Fungal Nails Skin Diseases* Wart Removal* Bunions* Hammer Toes* Reconstructive Surgery

Please call (907) 789-0405
for an appointment
120 Carlanna Lake Rd.
Day of Clinic 247-1431

## LIQUOR LICENSE TRANSFER

Cape Fox Lodge, LLC dba Bar Harbor Alehouse located at 55 Schoenbar Court, Ste 104, Ketchikan is applying for transfer of a Restaurant/Eating Place AS 04.11.100 liquor license to No Premises.

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

Legal # 17446

Publication Dates: Nov. 7,14, 21, 2020

## *Tandy Worrell*

1977-2020

Is survived by her son Wiley, Brother Tony, and her Mom.

AMCO Received 11/30/20

## COMMERCIAL LEASE

This Commercial Lease (herein, "Lease") is made and entered into this 31st day of December, 2019, by and between **Survey Point Holdings, Inc.**, an Alaska corporation, herein referred to as "Lessor," of Post Office Box 7975, Ketchikan, Alaska 99901, and Cape Fox Lodge, LLC, an Alaska corporation, herein referred to as "Lessee," of 800 Venetia Way, Ketchikan, AK 99901.

### Recitals

A. Lessor is the owner of the commercial property located at 55 Schoenbar Court, Ketchikan, Alaska, herein referred to as the "Lessor Property," which is more particularly described as:

> Lot 2, Tidelands Addition to U.S. Survey 437 according to the plat thereof recorded May 12, 2008 as Plat No. 2008-12, Ketchikan Recording District, First Judicial District, State of Alaska.

B. Lessee is an established Ketchikan restaurant business. Lessor has offered Lessee the opportunity to lease a location adjacent to the cruise ship dock facility known as Berth IV. This lease is contingent upon the sale of incumbent tenant's sale of its business, Bar Harbor, to Lessee.

C. Upon the terms and conditions of this Lease, Lessor is willing to grant Lessee a leasehold interest in that portion of the SPH Building identified on the Floor Plans as "Unit 104" which includes the interior floor area, outside patio area, shared tenant restrooms, adjoining common area boardwalk, and dedicated customer and employee parking as more particularly shown on the Floor Plan, and collectively referred to herein as the "Leased Premises." The Leased Premises are more particularly described as follows:

> The interior ground floor of Unit 104 and outdoor patio consisting of 2,627 square feet, more or less, the footprint of which consists exclusively of the area from the interior walls in, as shown as the Unit 104 on **Appendix A** hereto including an outdoor patio area, together with the non-exclusive use of the tenant restrooms, boardwalk, and dedicated employee and customer parking situated on adjacent Lot 1 and Lot 3, as shown on Sheet A1.1 of **Appendix A**.

The portion of the SPH Building identified as the "Unit 104" is the commercial space from which Lessee will conduct a restaurant business, and is herein referred to as the "Restaurant Premises."

D. Upon the terms and conditions of this Lease, Lessee desires to lease the Leased Premises, take possession of the Leased Premises on or before January 1, 2020.

NOW, THEREFORE, in consideration of the terms, conditions, and other provisions hereinafter set forth, the parties hereto agree as follows:

1. **Leased Premises; Reservation of Rights; Basic Terms.**


AMOS Recorded 11/30/20

a. *Premises and Demise.* Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises for the Lease Term, at the rental, and upon all other terms, covenants, and conditions in this Lease.

b. *Reservation of Rights.* Lessor reserves the use of the exterior walls (other than the windows and entry doors of the Store Premises), demising walls, roof, and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Leased Premises in locations which will not materially interfere with Lessee's use thereof, and servicing other portions of the Lessor Property. Lessor further reserves the right to use the land below, adjacent to and above the Leases Premises in any manner which does not materially interfere with Lessee's use of the Leased Premises. Without limiting the generality of the foregoing, Lessee will be entitled to use portions of the exterior walls of the Store Premises for placement of commercial signage; and, use of a portion of the boardwalk immediately adjacent to the exterior walls of the Store Premises to place bistro tables, provided such displays do not unreasonably obstruct pedestrian traffic on the boardwalk.

c. *Basic Terms.* In addition to the terms which are defined elsewhere in the Lease, the following defined terms are used in this Lease:

i. Effective Date: December 31, 2020.

ii. Lessor: Survey Point Holdings, Inc.

iii. Lessor's Address: Post Office Box 7975, Ketchikan, Alaska 99901.

iv. Lessee: Cape Fox Lodge, LLC

v. Lessee's Address: 800 Venetia Way, Ketchikan, AK 99901.

vi. Initial Lease Term: thirty-six (36) months

vii. Commencement Date: January 1, 2020.

viii. Expiration Date: December 31, 2022.

ix. Extended Term: one (1), three (3) year terms.

x. Monthly Base Rent: $5,500, or ten percent (10%) annual gross sales from the Restaurant Premises, whichever is greater.

xi. Leasable Area Store Premises: 2,627 square feet.

xii. Uses: Restaurant.

xiii. Leased Premises: **Appendix A**.

xiv. Cruise Ship Season: May, June, July, August, and September.

xv. Off-Season: January, February, March, April, October, November, December.


AWCO Received 10/20

2. **Business Purpose, Use.**

a. *Use and Exclusive Right*. The Leased Premises are to be used by Lessee for the purpose of conducting a Restaurant business, herein referred to as the "Permitted Uses." Lessor covenants and agrees that Lessee shall not sell curio items from the Lessor Property during the Initial Lease Term and all Extended Terms. This covenant shall prohibit tenant from selling curios as their primary business. For purposes of this Lease, the term "curio" shall include, but not be limited to, the sale of Alaska souvenirs and trinkets, totem poles, Ulus, canned or retort salmon, Christmas ornaments, key chains, magnets, ceramics, coffee mugs, sculptures, plush dolls, costume jewelry, Alaska t-shirts, sweatshirts, hats, jackets, sleepwear, socks, etc. This covenant shall not prohibit Lessee from selling merchandise such as t-shirts and sweatshirts that are self-promotional merchandise having the tenant's name and/or logo on the item sold.

b. *Affirmative Covenants*. Lessee covenants and agrees that it will not engage in the sale of tours or excursions within the Leased Premises; or use or permit any person(s) to use the Leased Premises or any part therefore for any use or purpose in violation of this Lease, the laws of the United States of America or the laws, ordinances, regulations, and requirements of the State of Alaska, Ketchikan Gateway Borough, and/or the City of Ketchikan, or of any other lawful authority. Lessee further agrees that, during the term of this Lease, Lessee shall keep the Leased Premises in a clean condition, free from objectionable noises, odors, or nuisances, and that all health regulations shall, in all respects and at all times, be fully complied with by Lessee. Lessee agrees that no business will be conducted on the Leased Premises other than as described in this paragraph 2.a., above, or anything done in and about the Leased Premises which will increase Lessor's present rate of insurance, and if Lessor's insurance costs increase as a result of Lessee's activities within the Leased Premises, in such event, Lessee shall pay the increase of insurance cost incurred by Lessor.

3. **Lease Term; Substantial Completion; Leasehold Improvements**.

a. *Initial Lease Term*. The initial term of this Lease (herein, "Initial Term") shall be for a period of thirty-six (36) months which shall commence at 12:01 a.m. on the 1st day of January, 2020; and expire, unless sooner terminated or extended as provided in this Lease, at midnight on December 31, 2022, herein referred to as the "Expiration Date." The Lessor Improvements shall be substantially completed consistent with the Project Plans prior to Lessee taking possession of the Leased Premises.

c. *Options to Renew*.

i. <u>Options; Extended Term</u>. Lessor grants Lessee the option to extend the term of this Lease for one (1), three (3) year extended terms (herein, "Extended Term"), upon the condition that there is no default in the performance of any condition of this Lease for which a notice of default has been given to Lessee. However, in the case of any default which cannot with due diligence be cured prior to the last date on which Lessee is entitled to exercise the option, if Lessee shall have proceeded promptly after service of the notice of default with due diligence to cure the default, Lessee may, nevertheless, exercise the option and shall be entitled to the extended term. Each extended term shall be upon the same terms and conditions as provided in this Lease, excluding rent which will be renegotiated prior to the end of the current term, except Lessee shall have no right to extend

the term of the Lease beyond the expiration of the "Extended Term" unless mutually agreed by both parties.

ii. Notice. Lessee shall exercise an option to extend the term by notifying Lessor in writing not more than twelve (12) months, nor less than six (6) months prior to the expiration of the current lease term. Upon such exercise this Lease shall be deemed to be extended with an amendment stating the new lease rate for the next three (3) years.

4. **Rent**.

a. *Base Rent; Alternative Percentage Rent.* Lessee shall pay Lessor, without notice or demand and without any right to set-off or deduction whatsoever, except as otherwise expressly provided herein, total minimum "Base Rent" of not less than Five Thousand, Five Hundred and no/100 ($5,500.00) per month or, ten percent (10%) of annual gross sales (herein, "Percentage Rent") for each calendar year during the Initial Term and all Extended Terms, whichever amount is greater. Base Rent shall commence on the Commencement Date, and continue thereafter on the 1st day of each month thereafter during the Initial Lease Term

b. *Documents Re: Percentage Rent.* Within thirty (30) days from the conclusion of each calendar year commencing in 2020, during the Initial Term and Extended Terms, Lessee shall furnish Lessor with a written statement certified by Lessee to be correct, showing the total gross sales made from the Restaurant Premises during the preceding calendar year. The certified written statement shall be accompanied with a payment to Lessor equal to the difference between the Base Rent paid during the preceding calendar year and ten percent (10%) of Lessee's gross sales, if ten percent (10%) of gross sales is the greater amount. The term "gross sales" as used herein, means the selling price of all goods, merchandise, and services from the Leased Premises, including sales or charges for cash or credit. Excluded from gross sales shall be returns and refunds to customers and the amount of any sales tax or other excise tax imposed upon the sale and charges. Lessee shall keep full, complete and proper books, records, and accounts in accordance with generally accepted accounting principles of its daily gross sales, both for cash and on credit, specific to sales from the Leased Premises, and such shall be segregated from records of sales maintained from other locations of Lessee's business that are outside the Lessor Property. Lessor and its agents and employees shall have the right at any time and all reasonable times, after notice of not less than seventy-two (72) hours to Lessee during the Off-Season, to examine and inspect all of the books and records of Lessee related to sales from the Leased Premises, including any sales tax reports, for the purpose of investigating and verifying the accuracy of any statement of gross sales submitted by Lessee. Lessor may, at Lessor's sole expense, conduct an audit once each calendar year, to be done by an accountant of Lessor's choice, and if the statement of gross sales is found to be inaccurate, then and in that event, there shall be an adjustment and Lessee shall pay shall pay Lessor the deficiency of any unpaid rent together with interest in the amount set forth herein, and all costs incurred by Lessor for the audit. If the audit determines that Lessee's statement of gross sales is accurate, Lessor shall pay all costs associated with the audit, including reasonable cost incurred by Lessee's employees for providing documentation of records and files required by Lessor's account. Lessor covenants and agrees that all records and files reviewed and inspected for purposes of the


AMEC Received 1/30/20

audit are deemed proprietary and confidential, and shall not be disclosed by Lessor, its employees, agent, or accountant to any third person not authorized by Lessee. All of Lessee's files and records received by Lessor, its employees, agents, and accountant shall be returned to Lessee at the completion of the audit, including all reproductions of same

c. *Additional Rent.* In addition to the payment of Base Rent, Lessee shall pay Lessor as additional rent all applicable sales tax, and other payments expressly required of Lessee under the terms of this Lease. Each monthly rent payment shall include city, borough and any applicable state or federal sales tax, without abatement, setoff, or deduction for any reason, whatsoever. In addition thereto, Lessee shall pay all other charges, costs and expenses which Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon, in the event of Lessee's failure to pay such amounts, and all damages, costs and expenses which Lessor may incur by reason of any default of Lessee on Lessee's part to comply with the terms of this Lease.

d. *No Partnership.* It is agreed that fixing of rent on a percentage of the sales of Lessee's business conducted within the Leased Premises shall not be construed or otherwise create a partnership or joint venture relationship between Lessee and Lessor; that Lessor assumes no liability under the terms of this Lease for the operation of Lessee's business; and, that the provisions with reference to rents are for the sole purpose of calculating and determining the total rents to be paid by Lessee, and for no other purpose.

5. **Leasehold Improvements.**

a. *Construction Re: Leasehold Improvements.* Lessee covenants and agrees as a material consideration of this Lease that the Leasehold Improvements shall be constructed in accordance with the terms and conditions of this Lease, and consistent and in compliance with all applicable federal, state, and municipal building codes, regulations, statutes, ordinances, and other legal requirement to construction of the Leasehold Improvements; and any modification, alteration, or departure from the specifications and design of the Leasehold Improvements from that detailed in **Appendix C**, shall be first subject to Lessor's prior review and written approval, which approval shall not be unreasonably withheld. Lessee acknowledges and agrees to hire qualified persons to construct the Leasehold Improvements, who shall be experienced in the work required under the design and specifications of the Leasehold Improvements described in **Appendix C**. Lessee shall provide Lessor a final version of the Leasehold Improvements plan as shown in **Appendix C**, together with all amendments and revisions thereto, at the time the Leasehold Improvements are completed. Lessee acknowledges that construction of the Leasehold Improvements may require penetration of the concrete floor within the Store Premises, and that care must be taken to avoid damage to the in-floor heating system built within the concrete floor. To assure no damage is caused to the in-floor heat system, Lessor or its designee shall first approve the manner and location within the Store Premises of construction that will penetrate the concrete floor. Lessor's approval shall not be unreasonably withheld. Penetration of the concrete floor shall be done by Lessee only in the manner and at the location approved by Lessor.

b. *Permanent Improvements.* Lessee acknowledges that permanent improvements made to the Leased Premises as part of the Leasehold Improvements, such as framed interior walls, sheet rock, wall coverings, subfloor, electrical wiring and plumbing and

built in plumbing, electrical fixtures, air cooling or exchange systems that are permanently attached to the Leased Premises, shall be considered permanent improvements, and will become the property of Lessor, without the right of compensation being owed to Lessee as to the value thereof on the expiration or termination of the Lease.

6. **Maintenance and Alteration of the Leased Premises**. Lessor covenants and agrees that the Leased Premises will be structurally complete at the time possession of the Leased Premises is given to Lessee. Thereafter, the parties' responsibilities as to the maintenance of the Leased Premises during the term of this Lease are as follows:

a. *Lessee's Obligation Re: Maintenance*. Lessee shall at all times during this Lease, maintain and repair the Leased Premises and keep the Leased Premises in good, clean, safe, and well-maintained condition. Without limiting the generality of the foregoing, Lessee shall, at Lessee's own expense, and at all times during the Cruise Ship Season, keep the Restaurant Premises, in a neat, safe, and clean condition. In addition, Lessee shall keep entry ways and doors of the Store Premises in clean and safe condition, glass windows in clean condition, and will replace any glass, at Lessee's expense that is broken or damaged during the Lease. Lessee further acknowledges and agrees that Lessee shall maintain and repair all components, accessories, and parts of the Leasehold Improvements, and any replacements thereof, during the Lease in good, clean, and safe condition. In the event, and for whatever reason, Lessee fails to maintain the Leased Premises as obligated herein, Lessor may enter the Leased Premises to make repairs upon first giving Lessee not less than five (5) days' written notice prior to entering the Leased Premises, unless Lessor determines an emergency circumstance requires immediate repairs, in which case, Lessor may enter the Leased Premises without notice to Lessee. Lessee shall pay Lessor for the reasonable cost of the repairs made to the Leased Premises by Lessor, and such shall be paid within five (5) days of written demand by Lessor, which demand shall include documents and records of the repair costs incurred by Lessor.

b. *Lessee's Obligations Re: Alternation*. Lessee may make alterations, additions, and improvements to the Leased Premises other than described as Leasehold Improvements, after written consent thereto is first given by Lessor. Lessee will first provide Lessor with detailed plans and specifications for any alteration type work, other than the Leasehold Improvements, prior to commencing any work. Lessor shall not unreasonably withhold consent to the alteration and improvement type work proposed by Lessee. Upon written consent being given, Lessee may commence the alteration work, Lessee shall secure all necessary permits and licenses required for the work performed, and shall comply with all federal, state, and municipal laws, statutes, regulations, and ordinances, including, but not limited to, the Americans with Disabilities Act, in the prosecution of the work. The alteration work shall be performed by a qualified and license contractor, and shall be done in a safe, clean and workmanlike manner. Lessee acknowledges and agrees that all such alterations and improvements shall be deemed the property of Lessor excluding the kitchen equipment and appliances but including the hood and fire suppression system and upon the expiration or termination of the Lease shall be retained by Lessor without the right of compensation or reimbursement paid to Lessee. Removal of the kitchen equipment and appliances shall be done in a professional manner and not in a way that will cause damage to electrical or plumbing connections or other improvements in the Leased Premises. Lessee covenants and agrees that Lessee shall not be entitled to mortgage or pledge the Leasehold Improvements, or subsequent alterations and improvements made to the Leased Premises; and, no security interest, pledge, or mortgage shall be allowed to attach to Lessor's fee interest in the Lessor Property without the

express written consent of Lessor, which consent may be withheld for any or no reason. During the construction and work on any alteration or improvement to the Leased Premises, or for any other reason, Lessor or its designee shall have the right, without notice, to enter the Leased Premises at any time during the Cruise Ship Season when the Store Premises is open to the public for business, to inspect the premises, provided such entry shall not unreasonably disrupt or interfere with the conduct of Lessee's business.

7. **Insurance**.

a. *Lessee Insurance.* Lessee shall, at Lessee's expense, obtain and keep in force during the Lease Term and any Extended Term should Lessee elect to extend the Lease, the following insurance:

i. Commercial General Liability (CGL) insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Leased Premises with combined single limit coverage of at least One Million Dollars ($1,000,000.00) per occurrence and a general aggregate combined single limit of bodily injury and property damage of at least Two Million Dollars ($2,000,000.00); that policy shall include contractual liability, insuring Lessee's performance of indemnification obligations contained in this Lease; and,

ii. a policy of fire and "all risk" property damage insurance from physical damage to the Leased Premises and all of Lessee's equipment, inventory, and Trade Fixtures located on the Leased Premises for full replacement cost. Lessee is solely responsible for the risk of loss or damage to such property, and Lessee is responsible for obtaining insurance for damage or loss of such property if that is Lessee's desire. Lessor shall be entitled to carry at its expense such other insurance coverage(s), if any, upon or with respect to the Leased Premises, upon the terms and to the extent that Lessor deems appropriate for time to time. However, as Lessee acknowledges by the execution of this Lease, Lessor is not obligated to obtain and maintain during the Lease any form of insurance that protects either Lessee or Lessor from any form of risk or liability that could arise or result from actions or inactions of the parties under the terms of this Lease.

b. *Lessor Insurance.* Lessor shall maintain on the SPH Building, a policy of standard fire and extended casualty insurance which insures the building for a sum of not less than the replacement value of the structure. Lessee acknowledges that an institutional lender will be named as "loss payee" under such coverage and may have discretion to use funds received in the event of a loss under the policy for purposes other than repair or replacement of improvements. For purposes of this provision the term "SPH Building" shall be construed to include all insured coverage of the structure and any improvements for which coverage is provided in Lessor's current fire and casualty insurance for the Leased Premises, which level of coverage shall continue throughout the Lease, unless otherwise agreed to in writing by the parties.

c. *Requirements of Insurance.* Where applicable, each policy of insurance required to be carried by Lessee under the provisions provided above shall include the following:


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i. shall name Lessor and any other party in interest that Lessor reasonably designates as additional named insured;

ii. shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage should Lessor have similar coverage in place at the time of the occurrence or loss;

iii. shall be in a form satisfactory to Lessor;

iv. shall be carried with companies reasonably acceptable to Lessor;

v. shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice is given first given to Lessor;

vi. shall contain a cross liability endorsement;

vii. shall contain a severability clause. If Lessee has in full force a blanket policy of liability insurance with the same coverage that can be applied to and fully cover the Leased Premises in the manner described in paragraph 8.a., above, that blanket insurance shall satisfy the requirements of paragraph 8.a., provided that the blanket policy specifically states the address of the Leased Premises as being covered and such is clearly stated in a policy of insurance, a copy of which is provided to Lessor on or before the effective date of this Lease, or, in the alternative, Lessor is provided with a certificate of the insurer, certifying that the policy has been issued, and provides the coverage as required by paragraph 8.a. and 8.b., above, and the same shall be provided to Lessor not less than thirty (30) days' prior to the expiration of the term of the coverage; and,

viii. shall contain a provision that Lessor's officers, agents, and employees, although named as an additional insured, shall nonetheless be entitled to recover under said policy for any loss covered under said policy.

8. **Credit for Proceeds Received.**

a. *Lessee.* In any case in which Lessee shall be obligated under any provisions of this Lease to pay to Lessor any loss, cost, damage, liability, or expense suffered or incurred by Lessor, Lessor shall allow to Lessee as an offset against the amount hereof, the net proceeds of any insurance collected by Lessor from a policy whose premium is paid by Lessor for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.

b. *Lessor.* In any case in which Lessor shall be obligated under any provision of this Lease to pay to Lessee any loss, costs, damage, liability, or expense suffered or incurred by Lessee, Lessee shall allow to Lessor, as an offset against the amount thereof, the net proceeds of any insurance collected by Lessee from a policy whose premium is paid by Lessee for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.


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c. *Waiver of Subrogation.* Lessor and Lessee hereby waive any rights each may have against the other, on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, or its respective property, the Leased Premises, its contents or to other portions of the Leased Premises, arising from any risk covered by fire and extended coverage insurance required to be maintained hereunder and which compensates the insured party, and the parties each, on behalf of its respective insurance companies insuring the property of either Lessor or Lessee against any such loss, waive any right of subrogation that it may have against Lessor or Lessee, as the case may be. The foregoing waivers of subrogation shall be operative only if no such policy to be obtained by such party by this section, including property and liability coverage is invalidated by the provisions of this waiver covenant. Lessee and Lessor acknowledge that prior to the execution of this Lease that each has received the consent and approval of their respective insurance companies to the provisions relating to insurance coverage as provided herein.

9. **Personal Property and Sales Taxes**. Lessee shall pay before delinquency all taxes, assessments, license fees and other charges (hereinafter "taxes") that are imposed, levied, or assessed by the federal, state, borough, city, or other governmental body or agency on any personal property owned by Lessee or being acquired by Lessee, such as for furniture, equipment, inventory, and merchandise used or to be utilized by Lessee are to be paid for by Lessee. License taxes or other taxes attributable to Lessee's occupation of the Leased Premises are to be paid by Lessee. In addition, Lessee shall pay all tax, including federal, state, or municipal sales tax that is assessed from the sale of goods and for services that occur from the Leased Premises.

10. **Possessory Interest or Other Taxes**. Lessor shall pay, prior to delinquency, any real property taxes charged, imposed, or levied against the Lessor Property by the City of Ketchikan and the Ketchikan Gateway Borough, hereinafter "KGB Real Property Taxes." KGB Real Property Taxes shall mean any and all real property taxes for land and buildings, which are levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Lessor Property (as now constructed, or modified or reconstructed at any time during the Lease), or Lessor's interest in the Lessor Property, the fixtures, equipment, or other property of Lessor, real or personal, that are an integral part of and located on the Lessor Property. For purposes of this provision and amendment or modification to the method or means by which KGB Real Property Taxes are collected, defined, or the law applied shall not affect the intent of the parties hereto that the liability and responsibility for the payment of such charges shall be solely the responsibility of Lessor.

11. **Utilities and Service Charges**. Those utility expenses which are incurred day-to-day in connection with Lessee's occupation of the Leased Premises shall be apportioned as follows:

a. The obligation of payment and the expense of all utility and local government service charges, including, but not limited to, telephones, faxes, computer lines and services, electricity, water, garbage removal, and sewage disposal shall be that of Lessee. Lessee shall also be responsible for the cost to heat the Store Premises. Lessee may install electric heaters, and shall pay all costs related thereto. Lessor is obligated to provide heat for the Leased Premises, as such is a component of the Lessor Improvements to be made to the Leased Premises. The heat source is an electric in-floor hot water heat system, the electrical cost of which will be separately meted and segregated from Lessor's other electrical costs. In such event, Lessee will pay a pro rata share of the electric costs of


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the in-floor heat system. Lessee's pro rata share shall be based on the total area of the Restaurant Premises as a percentage of the total area of the entire SPH Building. If for whatever reason, the electric cost for heat is not segregated specific to the in-floor heat system, then, in such event, Lessee shall pay a pro rata share of the total electric consumption of the in-floor heat system as determined by an independent, qualified professional subject to the mutual agreement of the parties.

b. Lessee shall be responsible for, and pay all costs of, garbage, sewage, and trash collection and disposal from the Leased Premises. Lessee shall arrange, at Lessee's expense, for adequate garbage and trash collection and disposal services from the Leased Premises so as to preclude any unsightliness as a result of garbage, trash, or litter on the surrounding area. Lessor is not responsible for collecting and disposing of any garbage, trash, or litter from the Leased Premises.

12. **Liens**. Lessee agrees to keep the Leased Premises and all improvements thereon free of mechanics' liens and any other liens, claims, or encumbrances which may be asserted by reason of any acts or work done by or at the instance of Lessee, its agents or contractors, and to protect fully and indemnify Lessor against any and all such liens, encumbrances, or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason of, or on account of any such liens, encumbrances, or claims. During construction of improvements and repairs conducted by Lessee within the Leased Premises, Lessor may post Notice of Non-Responsibility for all lienable charges incurred by Lessee, and may in its sole discretion obtain from Lessee's contractors such waivers of lien rights that the contractor or materialman may otherwise have against the improvements made or materials to the Leased Premises. To facilitate Lessor's right to obtain such waiver of lien rights, Lessee shall inform Lessor of the name, address, and telephone number of each contractor and materialman to provide materials and services to the Leased Premises not less than fifteen (15) days' prior to commencement of work, or delivery of materials to the Leased Premises.

13. **Damage or Destruction**.

a. *Damage or Destruction.*

i. If, during the Lease term, the Leased Premises are totally or partially destroyed rendering the Leased Premises totally or partially inaccessible or unusable, and if the damage is reparable within thirty (30) days' from the date of the occurrence, the Leased Premises may be restored and in the meantime, the rent shall be abated during the period of restoration. Such destruction shall not obligate Lessor to restore the Leased Premises to a useable condition. Within ten (10) days after the loss, Lessor may elect not to make repairs or shall give Lessee written notice of termination of this Lease. The failure to make either election shall be deemed a decision to terminate the Lease effective as of the date of the occurrence. If repairs cannot be made within thirty (30) days' from the date of the occurrence, the Lease shall terminate immediately upon the date of the occurrence.

ii. If Lessor shall elect to continue this Lease in effect, it will proceed in a reasonable manner to restore or repair the Leased Premises. For the period from the occurrence of any damage to the date repairs are completed, the rent shall be abated. Lessee acknowledges and agrees that Lessor shall not be liable to Lessee for any


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loss or damage incurred by Lessee as a result of an occurrence that causes either the temporary closure of Lessee's business or the termination of the Lease. Lessee agrees herein to assume the risk resulting in the loss of business and damage and loss of property from fire, water, or other such insurable risk, regardless of whether such loss was caused or resulted, in whole or in part, from Lessor's (its employees, agents, contractors, or invitees) negligence.

b. *Destruction Due to Risks not Covered by Insurance.* If the Leased Premises is totally or partially destroyed by a risk not covered by insurance, then either party may elect to terminate this Lease if it is determined that the damage is not reparable within thirty (30) days' from the date of the occurrence. The Leased Premises may be restored by Lessor. The Lease shall terminate thirty (30) days' from the date written notice of termination is delivered to the other party to this Lease.

c. *Abatement of Rent.* If Lessor elects to restore the damage incurred to the Leased Premises and such is repairable within thirty (30) days' from the date of the occurrence, the rent shall be abated, and Lessor shall not be required to restore any of Lessee's Trade Fixtures, and/or personal property, such excluded items being the sole responsibility of Lessee to restore, regardless whether the loss or damage thereto was the result of Lessor's negligence, in whole or in part.

14. **Eminent Domain**. In the event all or a portion of the Leased Premises is taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking. Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder. Lessor agrees immediately after learning of a taking to give Lessee notice in writing.

If this Lease is terminated as provided above, Lessor shall be entitled to the entire award and compensation. However, the rent and other charges for the last month of Lessee's occupancy shall be prorated and Lessor agrees to refund to Lessee any rent or other charges paid in advance. Lessee's right to receive compensation or damages for its fixtures and personal property shall be the responsibility of Lessee to take such necessary action against and to the condemning agency as Lessee deems appropriate. However, in no event should Lessee's effort prejudice or diminish Lessor's award.

If both parties elect not to terminate this Lease, Lessee shall remain in that portion of the Leased Premises which is not appropriated and Lessor agrees, at Lessor's cost and expense, as soon as reasonably possible, to restore the Leased Premises remaining, to a complete unit of like quality and character as existed prior to the taking. Thereafter, the annual rental shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Lessor shall be entitled to receive the total award or compensation in such proceedings.

For the purposes of this paragraph 15, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

15. **Default by Lessee**. Lessee's default or breach of this Lease shall be deemed to have occurred in the event that one or more of the following conditions occur:


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a. Lessee shall fail to pay a monthly installment of rent or any other obligation hereunder involving the payment of money within ten (10) days after receipt of written notice and ten (10) days opportunity to cure the non-payment. It is understood that a payment owed by Lessee under this Lease must be actually received by Lessor on or before the date on which the payment is due.

b. Lessee shall fail to comply with any term, provision, or covenant of this Lease, other than as described in subsection a., above, and shall not cure such failure within ten (10) days after written notice thereof to Lessee.

c. Lessee shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

d. Lessee shall file a petition under any section or chapter of the U.S. Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankruptcy or insolvent in proceedings filed against Lessee.

e. A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee, where possession is not restored to Lessee within 120 days.

16. **Termination by Lessee or Lessor**. Both Lessee and Lessor shall each have the right to terminate this Lease in its entirety immediately upon imposition of: a material restriction of Lessee's use of the Leased Premises by action of the federal government, or any department or agency thereof, under its wartime or emergency powers. However, that without prejudice to the rights of Lessee or Lessor to terminate as above provided, Lessor and Lessee may mutually agree to an abatement of the rent, and continuation of this Lease.

17. **Surrender of Possession or Abandonment**. Upon the termination or expiration of this Lease term, or an extension thereof, Lessee agrees to the following:

a. At the expiration or termination of the Lease created hereunder, Lessee shall surrender the Leased Premises free and clear of any and all liens and encumbrance, and,

b. The heating systems, mechanical systems, such as heating and air exchange, electrical and plumbing systems, plumbing fixtures, lighting fixtures (except for specialty lighting that shall remain the property of Lessee), wall and floor coverings, and all additions, repairs, replacements, and improvements thereto and thereof shall remain or become the property of Lessor at the termination of the Lease and shall remain in the Leased Premises at the termination of the Lease.

18. **Holding Over**. Lessee acknowledges that this Lease does not provide a holdover provision which may otherwise entitle Lessee to remain in possession after the expiration of the Lease Term. Lessee acknowledges and agrees that Lessee shall surrender possession of the Leased Premises on or prior to the expiration of the Lease Term. Lessee further agrees that upon surrender of the Leased Premises shall be in a condition consistent with paragraph 18 of this Lease.


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19. **Insolvency and Bankruptcy**. Lessor may, at its option, without notice or demand upon Lessee, or upon any person or persons claiming by, through, or under Lessee, immediately cancel and terminate this Lease and terminate each, every, and all of the rights of Lessee, and of any and all persons claiming by, through, or under Lessee, in and to the Leased Premises, including the option to renew, if any, should anyone of the following events occur:

a. Lessee shall file a voluntary petition in bankruptcy or shall institute any proceedings of whatever kind or character under any bankruptcy or insolvency law in effect at the date hereof or which may hereafter be enacted or become effective such that Lessor's right to collect rent or enforce the provisions of this Lease is affected in any material degree.

b. Lessee is declared to be insolvent by any court.

c. Lessee makes an assignment, general or otherwise, for the benefit of creditors.

d. A trustee or receiver is appointed to take possession of all or substantially all of Lessee's assets where possession is not restored to Lessee within 120 days.

e. A taking of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act or the Internal Revenue Code or regulations, and the failure of Lessee to secure the return of said assets within one hundred twenty (120) days from the date of taking of possession.

f. A taking of the Leased Premises or all or substantially all of the assets of Lessee by virtue of any attachment, execution, or the levy of any judicial process in any action instituted against Lessee in any court of competent jurisdiction and the failure of Lessee to secure the release of such attachment, execution, or levy within one hundred twenty (120) days' from the date of the taking of such possession.

g. In the event of termination, Lessor shall have the right to repossess the Leased Premises either with or without process of law or through any form of notice or proceedings, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, including damages arising out of any breach on the part of Lessee. Lessor shall also have the right, with or without resuming possession of the Leased Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder and to exercise such other rights as may be provided by law.

20. **Lessor's Default Remedies**. In the event default has occurred, the following rights and remedies in addition to those provided by statute or otherwise, are available to Lessor, to-wit:

a. to re-enter the Leased Premises and remove and store all property in the Leased Premises, at Lessee's costs and without responsibility for loss or damage, provided Lessee is given reasonable notice;

b. Lessor's re-entry and retaking of possession of the Leased Premises shall not terminate this Lease unless Lessor gives written notice of such termination;


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c. the right to declare this Lease to be terminated;

d. the right to re-rent the Leased Premises to a third party for any sum Lessor deems the best available rental rate Premises;

e. the right to collect rents due from other occupants of the Leased Premises;

f. the right to declare all rent and other charges due and owing for the balance of the applicable term in accordance with the amounts due set forth in this Lease, which shall be immediately due and payable, subject to Lessor's common law obligation to mitigate damages;

g. the right to declare all obligations due and payable and to enforce the payment thereof and the right to perfect all rights and interest to which Lessee shall be entitled;

h. at the option of Lessor, upon any default by Lessee, Lessor may declare all rent due and owing in accordance with the amounts due set forth in paragraph 4 herein, and the same shall be immediately due and payable, subject to Lessor's duty to use best efforts to mitigate Lessor's damages that may result therefrom; and,

i. The right to recover damages against Lessee in accordance with the following:

i. the cost of performing Lessee's obligations pursuant to the Lease;

ii. the amount equal to the total due under this agreement pursuant to paragraph 4, less payments made by Lessee or rent received by reason of Lessor's re-letting the Leased Premises;

iii. interest shall be charged at the rate stated in paragraph 25.j. below;

iv. actual attorneys' fees and costs computed in accordance with reasonable hourly rates and charges customarily charged in the Ketchikan community; and,

v. such other costs and damages incurred by Lessor that are consequential or incidental to Lessees breach of this Lease.

21. **Assignment and Subletting**. Lessee shall not assign or sublet the Leased Premises, or any part thereof, without the prior written consent of Lessor which consent shall not be unreasonably withheld. Any such attempted assignment or subletting without the prior written consent of Lessor shall be void and of no force or effect and may, at the option of Lessor, be deemed a material default and a basis for termination of this Lease. Consent given on one occasion shall not be construed as, or constitute a waiver of the requirement of consent as to any subsequent or further assignment or subletting. In the event of assignment or subletting, Lessee shall remain liable and responsible for performance of all the terms, covenants, conditions, and provisions provided for in this

Lease, including payment of rent and other charges herein provided and the assignee shall be required to enter into an agreement to perform all of the terms and conditions of this Lease.

22. **Subordination Agreement**. Upon written request of Lessor, or any mortgage, deed of trust trustee or beneficiary of Lessor, Lessee will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust which encumbers the Leased Premises or any improvements hereafter placed upon the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, provided that the mortgagee or beneficiary as the case may be, shall agree to recognize this Lease in the event of foreclosure if Lessee is not in default at such time.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under mortgage or deed of trust made by Lessor covering the Leased Premises, Lessee shall attorn to the purchaser, upon any such foreclosure, or sale, and recognize such purchaser as Lessor under this Lease.

Lessee agrees that any such mortgage, beneficiary, or purchaser shall not be liable for any default of Lessor under the Lease occurring before the foreclosure sale.

Lessee shall at any time and from time to time, upon not more than ten (10) days' written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing (1) certifying that this Lease represents the entire agreement between Lessor and Lessee, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (2) certifying the commencement and termination dates of the Lease Term; (3) certifying that there has been no assignment or other transfer by Lessee of this Lease, or any interest therein; and (4) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder and that Lessee has no right of offset, counterclaim, or deduction against rental, or specifying such defaults alleged by Lessee. Any such statement may be relied upon by any prospective purchaser or lender upon the security within such time shall be conclusive and binding upon Lessee (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim, or deduction against rental, and (3) that no more than one (1) month's rental has been paid in advance.

23. **Hold Harmless**. The use of the Leased Premises by Lessee, its officers, agents, employees, contractors, customers, and invitees shall be at their own risk. Lessee will defend, indemnify, and hold Lessor harmless from all claims, causes of action, judgment, liabilities, expenses, costs, and attorneys' fees arising from any act, omission, or neglect of Lessee, Lessee's agents or employees, or of any person permitted by Lessee to be upon or about the Leased Premises, as well as from all claims, causes of action, judgments, liabilities, expense, costs, and attorneys' fees brought by or at the instance, or in the name of any governmental body, or any public authority in which it shall be attempted to subject Lessee or the Leased Premises, or any portion thereof, to any damages, costs, injunctions, restrictions, or regulations, by reason of any claim that there shall have been any such act, omission, or neglect in any of the respects aforesaid. All claims of which Lessee has knowledge shall be promptly communicated to Lessor, and Lessee shall thereupon indemnify, defend, and hold Lessor harmless from the claim.


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24. **Hazardous Wastes and Environmental Matters**. Lessee shall not cause or permit any activities on the Leased Premises which directly or indirectly could result in the Leased Premises or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Lease, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste or substance, hazardous or toxic material or other similar terms by an applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect during the term of this Lease. Lessee shall provide written notice to Lessor immediately upon Lessee becoming aware that the Leased Premises or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Lessee shall comply, at Lessee's expense, with all statutes, regulations, and ordinances, which apply to Lessee or the Leased Premises, relating to use, collection, storage, removal, or cleanup of hazardous, or toxic waste or substances in or on the Leased Premises. Lessee shall indemnify, defend, and hold Lessor harmless from all liabilities, losses, claims, damages, penalties, fines, attorneys' fees, court costs, remediation costs, and other related expenses resulting from or arising out of Lessee's use, storage, treatment, release, or disposal of hazardous or toxic waste or substances on or about the Leased Premises. The provisions of this paragraph 25 shall survive the expiration or earlier termination of this Lease.

25. **Miscellaneous**.

a. *Relationship of Parties*. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of rent nor any other provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

b. *Terminology*. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

c. *Non-Waiver*. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d. *Law Applicable*. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this Lease. Venue as to any action, claim, or proceeding arising out of, or based upon this Lease, including, but not limited to, any action for declaratory or injunctive relief, shall be the Superior Court for the State of Alaska at Ketchikan.

e. *Paragraph Headings*. The headings of the several subsections contained herein are for convenience only and do not define, limit, or constitute the contents of such sections and subsections.


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f. *Successors and Assigns.* Except as otherwise provided herein, the covenants, agreement, and obligations herein contained shall extend to bind and insure to the benefit not only of the parties hereto, but to their respective personal representatives, heirs, successors, and assigns.

g. *Compliance with Laws and Regulations.* Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all local, state, or federal laws or ordinances, pertaining to Lessee's use or occupancy of said Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all local, state, and federal laws, ordinances, and regulations provided however, Lessee shall not be required to make any structural modifications to Leased Premises not made necessary as a result of the acts or omissions of Lessee, its employees, agents, representatives, or not made necessary as a result of any improvements, alterations, or modifications made by, or at the request of, Lessee, its employees, agents, or representatives.

h. *Notice of Claims or Damages.* Lessee shall, upon discovery, give immediate notice to Lessor, in case of fire or accidents in or on the Leased Premises or in the building of which the Leased Premises is a part, or of defects therein or in any fixtures or equipment, or from which persons may be injured, though Lessee shall be responsible for any remedy or repair of said condition.

i. *Terms Construed as Covenants and Conditions.* Every term and each provision of this Lease to be performed by either party shall be construed to be both a covenant and a condition.

j. *Interest on Amount Unpaid.* Except as otherwise provided herein, any sum not paid when due pursuant to the terms of this Lease shall thereafter bear interest at the rate of one (1%) percent per month from the date the same was payable as provided, however, that interest shall not exceed the maximum interest rate authorized by law, and that in the event the interest rate provided herein exceeds such maximum, such interest rate shall be deemed to be adjusted downward to conform to the maximum rate so authorized by law.

k. *Time of the Essence.* Time is of the essence for each term, condition, covenant, and provision of this Lease.

l. *Entire Agreement.* This Lease constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto. Lessee acknowledges that it has read this entire Lease, has fully understood the provisions thereof, was satisfied therewith, and signed the same of its own free will. The parties further acknowledge that any prior contracts, promises, representations, or agreements between Lessee and Lessor, their members, employees, agents, and servants, relating to the Lease of the subject premises, are hereby extinguished. The parties agree that there are no oral or written promises, representations, or agreements between Lessee and Lessor or the persons above referred to relating to the Lease of the subject premises, except as set forth in this document. Accordingly, this Lease constitutes the entire and only agreement between Lessor and Lessee relating to the Lease of the subject premises.


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m. *Severability*. In the event any provision of this Lease is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

n. *Notice*. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class, certified, return-receipt-requested mail to the other party and its attorney at the address set forth below.

**Lessee:** Cape Fox Lodge, LLC
7050 Infantry Ridge Road
Manassas, VA 20109
Attn: Shane Muncy
(703) 686-2284

**Lessor:** **Survey Point Holding, Inc**
Post Office Box 7975
Ketchikan, Alaska 99901
(Attn: Ethan Berto)

Either party may change its address by notifying the other party of its change of address in writing as provided for herein. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon mailing if mailed as provided in this section.

o. *Remedies Cumulative*. Each of the rights and remedies of the parties hereto shall be construed as cumulative and to be in addition to any other rights or remedies that may now or hereafter be provided by law or equity, including, but not limited to, the right to recover reasonable attorneys' fees and costs actually incurred by the prevailing parry.

p. *Limit of Liability and Responsibility*. Lessor shall not be responsible for any damage to or theft of any personal property, furnishings, or equipment belonging to Lessee, its employees, agents, or assigns, or for any claims by Lessee, its employees, agents, or assigns for any such damage or loss incurred by Lessee, Lessee's clients, customers, employees, invitees, agents, contractors, or representatives, except as may be caused by employees of Lessor while acting within the course and scope of their employment.

q. *Corporate Authority*. The parties represent that the individual executing this Lease shall have the requisite corporate authority.

r. *Quiet Enjoyment*. During the term of this Lease and as to any Extended Term;

i. Lessee is entitled to, and shall hold and enjoy, the Leased Premises without interference from Lessor so long as Lessee promptly pays the monthly installments herein required and performs the covenants and abides by the conditions herein contained; and,


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ii. all provisions hereof shall inure to the benefit of, extend to, and include and be binding upon, the heirs, executors, administrators, successors, and assigns of Lessee and Lessor.

t. *Effective Date.* The effective date of this Lease is stated to be January 1, 2019.

u. *Signs.* Lessee is responsible for and shall erect and maintain only those signs that are consistent with the Ketchikan Gateway Borough Code, and any amendments thereto, and are erected exclusively within the Leased Premises. Lessee agrees that no sign shall be placed on the exterior of the SPH Building without Lessor's approval of the location and manner of installation. The installation of signage on the exterior of the SPH Building shall be done in such manner that does not materially damage the siding of the SPH Building. Upon termination or expiration of the Lease, Lessee shall remove all signage placed by Lessee on the exterior of the SPH Building, and repair any damage incurred therefrom at Lessee's expense.

v. *Heat during Off-Season.* Lessee shall be responsible for monitoring the heat within the Restaurant Premises during the Off-Season, which shall be maintained at a minimum of sixty degrees Fahrenheit (60°F).

**IN WITNESS WHEREOF**, the parties hereto have caused the Commercial Lease to be executed as of the day and year first written below:

**LESSOR:**
Survey Point Holdings, Inc.

By: _____

**LESSEE:**
Cape Fox Lodge, LLC

By: _____
Tim Lucas

**APPENDIX A** to Commercial Lease
Floor Plan, Store Premises, Parking

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# OPERATING AGREEMENT

# OF

# CAPE FOX LODGE, LLC

Dated effective January 1, 2018

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## OF
## CAPE FOX LODGE, LLC


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# OPERATING AGREEMENT
# OF
# CAPE FOX LODGE, LLC

**THIS OPERATING AGREEMENT** (this "**Agreement**") of **CAPE FOX LODGE, LLC**, is made effective as of the 1st day of January, 2018, by Cape Fox Commercial Services, LLC, an Alaska limited liability company (the "**Member**"). Effective as of January 1, 2018, Cape Fox Corporation, an Alaska corporation ("**Cape Fox**"), contributes and transfers to the Member all right, title, and interest in 100% of the ownership of the Company in exchange for and in connection with the issuance of 100% of the membership interest of the Member to Cape Fox (such that the Member is wholly owned by Cape Fox). This Agreement supersedes all prior agreements and understandings relating to the Company among the Members. As set forth in Section 2.1 below, the Manager of the Company is Cape Fox Corporation.

## ARTICLE 1
## FORMATION AND TERM

**1.1** **NAME.** The name of the limited liability company is "Cape Fox Lodge, LLC" (the "**Company**").

**1.2** **PURPOSE.** The Company was formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Alaska Revised Limited Liability Act (the "**Act**") and engaging in any and all activities necessary or incidental to the foregoing.

**1.3** **PRINCIPAL OFFICE.** The address of the Company's current principal office is 800 Venetia Avenue, Ketchikan, Alaska 99901. At any time, the Company's Manager (as later defined in this Agreement) may designate another principal office.

**1.4** **REGISTERED OFFICE AND AGENT.**

**(A)** Registered Office. The post office mailing address of the Company's current registered office for service of process in the State of Alaska is P.O. Box 8558, Ketchikan, Alaska 99901, and the physical office address of the current registered office of the Company for service of process in the State of Alaska is 2851 S. Tongass Hwy, Ketchikan, Alaska 99901.

(B) Registered Agent. The name and address of the Company's current registered agent for service of process in the State of Alaska as of the date of this Agreement is Amy Detienne, who is a resident of the State of Alaska and whose business address is the same as the address of the initial registered office of the Company.

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(C) Change of Registered Office or Registered Agent. At any time, the Manager may designate another registered agent and another registered office in its sole discretion.

1.5 **CONVERSION OF CORPORATION.** The Member was the sole shareholder of Cape Fox Lodge Corporation, an Alaska corporation incorporated on November 20, 1989 (the "**Corporation**"). Now the Corporation has been converted into this limited liability company pursuant to the Alaska Revised Limited Liability Company Act by causing an organizer to file a Statement of Conversion with the Alaska Department of Commerce, Community and Economic Development, effective December 6, 2017. The Member's rights and liabilities will be as provided in the Act, except as otherwise provided by this Agreement.

1.6 **TERM.** The term of the Company will continue until the Company is dissolved in accordance with this Agreement and the Act.

1.7 **QUALIFICATION IN OTHER JURISDICTIONS.** The Manager will cause the Company to be qualified or registered in any jurisdiction in which the Company transacts business, including the Commonwealth of Virginia. The Manager or any officer of the Company, as an authorized person, within the meaning of the Act, will execute, deliver, and file any certificates necessary for the Company to qualify to do business in any such jurisdictions.

## ARTICLE 2
## POWERS AND MANAGERS

2.1 **THE MANAGER.** In accordance with Section 10.50.110 of the Act, the Company's business and affairs are vested in a Manager, which is hereby expressly named as **Cape Fox Corporation**, an Alaska corporation (when acting in that capacity, the "**Manager**"). The Manager has the complete right, power, and discretion to operate and control the Company's affairs, including the power and authority to bind the Company and otherwise to act for and on behalf of the Company.

2.2 **OFFICERS.**

(A) Appointment. From time to time, the Manager may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business (subject to the Manager's supervision and control) who may be designated as "officers" of the Company as and to the extent authorized by the Manager. Any number of offices may be held by the same person. Officers need not be residents of the State of Alaska. Any officers so designated will have such authority and perform such duties as the Manager, from time to time, may delegate to them. Each officer will hold office until his successor is duly designated and has qualified as an officer or until his death or until he resigns or has been removed. The Manager, from time-to-time, will fix the salaries or other compensation, if any, of the officers. The Manager may leave any office vacant or open at any time in the Manager's sole discretion.



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**(B)** Resignation and Removal. Any officer may resign his office at any time. His resignation will be made in writing and will take effect at the time specified in the resignation, or if no time is specified, then at the time of its receipt by the Manager. The Manager may remove any officer from his office, either with or without cause, at any time.

**(C)** Duties of Officers Generally. The officers, in the performance of their duties as such, (i) owe to the Company and the Member duties of loyalty and due care of the type owed by the officers of a corporation to the corporation and its shareholders under the laws of the State of Alaska, (ii) must keep the Manager apprised of any and all material developments in the Company's business, and (iii) will present to the Manager, at least annually, a review of the Company's performance, including operating and capital budgets for the Company.

**(D)** President. Subject to the Manager's powers, the Company's president has general and active management of the Company's business and is to see that all of the Manager's orders and resolutions are effectuated. The president will have such other powers and perform such other duties as the Manager may prescribe.

**(E)** Vice President(s). The Company's vice president(s) will perform such duties and have such other powers as the president or the Manager may prescribe from time to time. A vice president may be designated as an executive vice president, a senior vice president, an assistant vice president, or otherwise.

**(F)** Secretary. When instructed by the Manager, the Company's secretary will record all the proceedings of meetings. The secretary will keep all documents as may be required under the Act. The secretary will perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the president or the Manager. The secretary will have the general duties, powers, and responsibilities of a secretary of a corporation.

**(G)** Treasurer. The Company's treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Company's properties and business transactions, including accounts of the Company's assets, liabilities, receipts, disbursements, gains, and losses. The treasurer will keep full and accurate accounts of receipts and disbursements in books belonging to the Company and deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as the Manager may designate. The treasurer will receive, keep, and disburse all moneys belonging to or coming to the Company. The treasurer will prepare, or cause to be prepared, detailed reports and records of all of the Company's expenses, losses, gains, assets, and liabilities and will perform such other duties in connection with the administration of the Company's financial affairs as the president or Manager may prescribe from time to time.



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## 2.3 MAJOR ACTIONS THAT REQUIRE ADDITIONAL CONSENT(S).

(A) **Notwithstanding anything in this Agreement to the contrary, the affirmative vote or written consent of the Company's Member and Manager (i.e., Cape Fox Corporation) is required for the Company to do any of the following:**

i. merge with one or more limited liability companies, limited partnerships or corporations;

ii. sell or transfer all or substantially all of the Company assets;

iii. issue any new ownership interest to any person;

iv. create any new subsidiary;

v. enter into any transaction or contract that has the potential to personally benefit any officer, executive, or employee, or family or affiliate of any such officer, executive, or employee, regardless of whether such transaction or contract is in best interest of the Company.

(B) **Further, notwithstanding anything in this Agreement to the contrary, the following actions or activities required the prior approval of the Person(s) set forth below before any such action will be undertaken:**

| Proposed Action or Activity | Prior Approval Required from the Manager or Senior Officer of the following: | | |
|---|---|---|---|
| | Subsidiary (the Company) | Holding Company (the Member) | CFC Board (Cape Fox) |
| **Business Development** | | | |
| Business Acquisitions/Divestures (All) | | | X |
| Joint Ventures (All) | | | X |
| Minority Equity Ownerships (All) | | | X |
| **Commercial Transactions** | | | |
| Contract Commitment <$200k | X | | |
| Contract Commitment >$200k | | X | |
| Contract Commitment >$1M | | | |
| Capital Investment < $200K | X | | |
| Capital Investment > $200K <$1M | | X | |
| Capital Investment > $1M | | | X |
| **Contracts and Pricing** | | | |
| International Proposal >$1M | | | X |
| International Proposal >$100K | | X | |
| **Establishment of Bank Accounts** | | | |



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| | | | |
|---|---|---|---|
| Establishment of all Bank Accounts | | | X |
| Debt/Lease Financing <$100k | | X | |
| Debt/Lease Financing >$500k | | | X |
| **Real Estate** | | | |
| Real Property Lease < 5 years and <$100K total obligation | X | | |
| Real Property Lease > 5 years or <$500K total obligation | | X | |
| Real Property Lease >$500K total obligation | | | X |
| **Asset Disposal and write-off's** | | | |
| Sell Capitalized assets <$150k book value | X | | |
| Sell Capitalized assets >$150k book value | | X | |
| Sell Capitalized assets >$1M book value | | | X |
| **Contributions** | | | |
| Charitable Contributions and Donations <$500 | X | | |
| Charitable Contributions and Donations <$5000 | | X | |
| Charitable Contributions and Donations >$5000 | | | X |
| **Human Resources** | | | |
| Fringe Benefit Plans | | X | |
| Offer of Extended Benefits, Outplacement or other non customary approaches | | X | |
| Employee Salary and Bonus Plans | | X | |
| Offers of Employment Salary >$150k for non project positions and roles | | X | |
| Signing Bonuses for New Employees (above one pay period salary) | | X | |
| Dismissal for Cause | X | | |
| RIF's and Layoffs | | X | |
| **Legal** | | | |
| Entering into Non-Disclosure Agreements and Teaming Agreements | X | | |
| Appointment of Holding Company Managers | | | X |
| Hiring of Outside Counsel | | X | |
| Hiring of Corporate Counsel | | | X |

## ARTICLE 3
## CAPITAL CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

3.1 **CAPITAL CONTRIBUTIONS.** The Member has made capital contributions to the Company in exchange for the Member's Membership Interest. The Member may contribute additional cash or other property to the Company as the Member decides, from time to time. Notwithstanding the foregoing, the Member is not required to make additional capital contributions to the Company.

3.2 **ALLOCATIONS.** The Company's profit and loss will be allocated to the Member.



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3.3 **DISTRIBUTIONS.** Distributions will be made to the Member at the times and in the aggregate amounts determined by the Manager.

3.4 **ACCOUNTING METHOD.** The accounting for the Company will be in accordance with accounting principles determined by the Manager.

3.5 **ENTITY CLASSIFICATION.** For U.S. federal income tax purposes, the Company is disregarded as an entity separate from its owner within the meaning of Treasury Regulations section 301.7701-3 and will not make an election to be classified as a corporation.

## ARTICLE 4
## ADMISSION OF A MEMBER

4.1 **ADMISSION OF A MEMBER.** The Member has been admitted as a member of the Company under this Agreement. No person may be admitted as a member of the Company unless the Member consents in writing.

4.2 **ASSIGNMENT.** The Member may assign all or any part of its ownership of the Company at any time (an assignee is referred to as a **"Permitted Transferee"**). A Permitted Transferee will become a substituted Member automatically upon an assignment.

## ARTICLE 5
## DISSOLUTION AND TERMINATION

5.1 **DISSOLUTION.** The Company will dissolve, and its affairs will be wound-up only upon the first to occur of any of the following: (A) the decision of the Member; (B) an event of the Company's dissolution under the Act; or (C) at any time there is no member of the Company, unless the Company is continued in accordance with the Act. The proceeds from liquidation of Company properties and dissolution will be applied as follows: first, to the satisfaction of the Company's debts other than to the Member; second, to payment of amounts owed to the Member for amounts borrowed from and not repaid to the Member; and third, to the Member.

5.2 **TERMINATION.** The Company will terminate when all of its assets, after payment of or due provision for all of the Company's debts, liabilities, and obligations have been distributed to the Member in the manner provided for in this Article 5.

## ARTICLE 6
## LIABILITY, EXCULPATION AND INDEMNIFICATION

6.1 **LIABILITY.** Except as otherwise provided by the Act, the Company's debts, obligations and liabilities, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Covered Person (as later defined in this Agreement) will be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Covered Person.



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6.2 **INDEMNIFICATION.** To the fullest extent permitted by applicable law, a Covered Person is entitled to indemnification from the Company for any loss, damage, or claim incurred by the Covered Person by reason of any act or omission performed or omitted by the Covered Person in good faith on the Company's behalf and in a manner reasonably believed to be within the scope of authority conferred on the Covered Person by this Agreement. Any indemnity under this Section 6.2 will be provided out of and to the extent of Company assets only.

6.3 **COVERED PERSON.** For purposes of this Article 6, **"Covered Person"** means the Manager, Member, any affiliate of the Manager or Member, any officers, directors, shareholders, of the Manager or Member, or an officer of the Company, who was elected or appointed to such position by the Company's Manager.

## ARTICLE 7
## MISCELLANEOUS

7.1 **ENTIRE AGREEMENT.** This document constitutes the entire Agreement and understanding by the Member with respect to the Company and supersedes all prior agreements and undertakings, if any, with respect to this Agreement's subject matter.

7.2 **AMENDMENT.** This Agreement may be amended only upon the written document signed by the Member.

7.3 **INTERPRETATION.** This Agreement's headings are only for reference and do not affect this Agreement's interpretation. Underscored references to Articles, Sections, clauses, or Exhibits refer to those portions of this Agreement, and any underscored references to a clause, unless otherwise identified, refer to the appropriate clause within the same Section in which the reference occurs. All Exhibits referenced in this Agreement are incorporated into this Agreement and are made part of it.

7.4 **GOVERNING LAW.** The laws of the State of Alaska, without regard to its conflict of laws provisions, exclusively govern this Agreement.

7.5 **NUMBERS AND GENDER.** Where the context so indicates, the masculine includes the feminine and neuter, the singular includes the plural and the plural includes the singular, and person includes a corporation, firm, or any other entity.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

#3658159v1 084619/000004



AMCO Received 11/30/20

**IN WITNESS WHEREOF**, the undersigned Member and Manager of Cape Fox Lodge, LLC, has duly signed this Operating Agreement under seal effective as of the date first written above.

*Manager:*

**CAPE FOX CORPORATION**

By: Clifford Blair (Seal)
Name: Clifford Blair
Title: Board President

*Member:*

**CAPE FOX COMMERCIAL SERVICES, LLC**

By: Clifford Blair (Seal)
Name: Clifford Blair
Title: Board President

[SIGNATURE PAGE TO
OPERATING AGREEMENT OF CAPE FOX LODGE, LLC]

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THE STATE of ALASKA

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

COR

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

# Notice of Change of Officials

## Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

**1. Important:** AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

**2. Fee:** ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

**3. Entity Information:** AS 10.50.765

Entity Name: Cape Fox Lodge, LLC

Alaska Entity Number: 44877D



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## 4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Cape Fox Corporation Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

## 5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

| FULL LEGAL NAME | COMPLETE MAILING ADDRESS | % OWNED | MEMBER | Manager |
|---|---|---|---|---|
| Cape Fox Commercial Services, LLC | PO Box 8558, Ketchikan, AK 99901 | 100 | x | |
| Chris Luchtefeld | PO Box 8558, Ketchikan, AK 99901 | | | x |
| | | | | |
| | | | | |
| | | | | |

→ If necessary, use the following supplement page and include all information required above in Item #5.

## 6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [signature] Date: 4/27/2018

Printed Name: Chris Luchtefeld

Title of Authorized Signer: ☐ Member ☒ Manager ☐ Attorney-in-fact

*If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.*



AMCO Received 11/30/20

THE STATE of ALASKA

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

COR

**Corporations Section**
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

# Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

| **Entity Information** | Enter your entity information as it appears on this filing. |
|---|---|
| Entity Name: | Cape Fox Lodge, LLC |
| AK Entity #: | 44877D |

| **Contact Person** | Whom may we contact with any questions or problems with this filing? |
|---|---|
| Company: | Cape Fox Corporation |
| Contact: | Crystal Blair |
| Mailing Address: | Address: PO Box 8558 |
| | City: Ketchikan State: AK ZIP: 99901 |
| Phone: | (907)225-5163 x428 |
| Email: | crystal.blair@capefoxcorp.com |

| **Document Return Address** | Provide an address for the return of your filed documents. |
|---|---|
| ☒ Return my filings to the address provided **ABOVE** | |
| ☐ Return my filings to this address provided **BELOW** | |
| Company: | |
| Contact: | |
| Mailing Address: | Address: PO Box 8558 |
| | City: Ketchikan State: ZIP: 99901 |



AMCO Received 11/30/20

# Notice of Change of Officials SUPPLEMENT

## If used, this supplement must be returned with Form 08-491

Entity Name: Cape Fox Lodge, LLC

Alaska Entity Number: 44877D

**4. REMOVE from Record** (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

**5. ALL Current Officials** (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

| FULL LEGAL NAME | COMPLETE MAILING ADDRESS | % OWNED | MEMBER | Manager |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.



AMCO Received 11/30/20

THE STATE of ALASKA

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

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
333 Willoughby Avenue, 9th Floor, Juneau, AK 99801
PO Box 110806, Juneau, AK 99811
Phone: (907) 465-2550 · Fax: (907) 465-2974

## CREDIT CARD PAYMENT

For security purposes please **do not email** credit card information. Fax or mail this credit card payment form to the Division. Completion of this form is not proof of payment until the Division processes the information. If any information on this form is illegible, the form will be rejected.

Name of Applicant or Licensee: Cape Fox Lodge, LLC

Type of License: Domestic LLC License Number *(if applicable)*: 44877D

I wish to make payment by credit card for the following *(check all that apply)*: **Amount**

- [x] Application Fee: Change of Officials (CORF) $25.00
- [ ] License or Renewal Fee: _____
- [ ] Other *(name change, wall certificate, fine, duplicate license, exam, etc.)*:
  1. _____
  2. _____

**Total:** $25.00

Name *(as shown on credit card)*: _____

Mailing Address: _____

Phone: _____ Email *(optional)*: _____

Credit Card Type: [ ] VISA — or — [ ] Mastercard

→ **Signature of Credit Card Holder:** _____

**VISA or Mastercard Number:** _____ **Expiration Date:** _____

***This section below the dotted line will be destroyed upon processing of the payment.***



AMCO Received 11/30/20

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX

Office Use Only **CORP**

# ARTICLES OF AMENDMENT
## Domestic Limited Liability Company
## AS 10.50.100

☐ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

**ITEM 1**: Name of the Entity:

| Name of the Entity | Alaska Entity #: |
|---|---|
| Cape Fox Lodge, LLC | 44877D |

**ITEM 2**:

| | |
|---|---|
| Date the original Articles of Organization were filed: | 11/29/1987 |

**ITEM 3**: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 4: Management is being amended. The limited liability company is managed by a Manager.

Attach a separate sheet if needed.

**ITEM 4**: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

| Signature | Printed name | Title | Date |
|---|---|---|---|
| Clifford Blair | Clifford Blair | President of Cape Fox Corp. | 4-27-2018 |

***If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.***

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

# ARTICLES OF AMENDMENT

## Domestic Limited Liability Company
## AS 10.50.100

**Filing Fee: $25.00 (non-refundable)**

**INSTRUCTIONS *(Please retain for your records):***

**NOTICE:** The Articles of Amendment will not be filed if a biennial report is due or the signatures do not match what the Corporations Section has on record. Please verify the following before completing the application.

- Have all current biennial reports be filed?
- Are the members/managers up to date on our records?

To verify this information please search for the entity by going to Search Corporations Database in the Corporations Section of our website at www.commerce.alaska.gov/occ. If there is a biennial report due, the report may be filed online by selecting Biennial Reports on the Corporations Section page. If the members/managers have changed, but no biennial report is due, please submit a Notice of Change located in the Forms and Fees section.

**Refer to Alaska Statutes 10.50.100. The Articles of Amendment correctly set out, without change, the provisions of the articles being amended.**

**ITEM 1**: Provide the name of the entity currently on record and the Alaska Entity Number.

**ITEM 2**: Provide the date the Articles of Organization were originally filed.

**ITEM 3**: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

**ITEM 4**: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

**NOTE**: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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Office Use Only **CORP**

# CONTACT INFORMATION SHEET

Please return this document with your filing. This information will only be used to resolve questions with the filings attached. **NOTE**: this form will not be filed for record or appear online.

Name of entity as it appears on filing:

| |
|---|
| Cape Fox Lodge, LLC |

To resolve questions with this filing, contact:

| | |
|---|---|
| Name: Crystal Blair | |
| Email: crystal.blair@capefoxcorp.com | Phone: (907)225-5163 x428 |
| Mailing address: PO Box 8558, Ketchikan, AK 99901 | |

Return documents to:

| |
|---|
| Name: Crystal Blair |
| Company: Cape Fox Corporation |
| Mailing address: PO Box 8558, Ketchikan, AK 99901 |

Attach this form to your filings. Send all documents to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



AMCO Received 11/30/20

Alaska Business License # **1066954**

## Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

# CAPE FOX LODGE, LLC

PO BOX 8558, KETCHIKAN, AK 99901

owned by

CAPE FOX LODGE, LLC

is licensed by the department to conduct business for the period

December 31, 2019 to December 31, 2021
for the following line(s) of business:

72 - Accommodation and Food Services

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

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

Julie Anderson
Commissioner

Alaska Business License # **1066954**

## Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

# CAPE FOX LODGE, LLC

PO BOX 8558, KETCHIKAN, AK 99901

owned by

CAPE FOX LODGE, LLC

**ENDORSEMENT: 1066954 - 1**
Effective December 31, 2019 through December 31, 2021
This business license has an endorsement for the physical address shown below:

800 VENETIA WAY, KETCHIKAN, AK 99901

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

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

Julie Anderson
Commissioner

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

# ENTITY DETAILS

## Name(s)

| Type | Name |
|---|---|
| Legal Name | CAPE FOX LODGE, LLC |
| Previous Legal Name | CAPE FOX HOTEL CORPORATION |

**Entity Type:** Limited Liability Company

**Entity #:** 44877D

**Status:** Good Standing

**AK Formed Date:** 11/20/1989

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2021 File Biennial Report

**Entity Mailing Address:** PO BOX 8558, KETCHIKAN, AK 99901

**Entity Physical Address:** 800 VENETIA AVE, KETCHIKAN, AK 99901

## Registered Agent

**Agent Name:** Jessica Albertsen

**Registered Mailing Address:** PO BOX 8558, KETCHIKAN, AK 99901

**Registered Physical Address:** 2851 S TONGASS HWY, KETCHIKAN, AK 99901

## Officials

☐Show Former

| AK Entity # | Name | Titles | Owned |
|---|---|---|---|
| 10070007 | Cape Fox Commercial Services, LLC | Member | 100.00 |
| | CHRIS LUCHTEFELD | Manager | |

# Filed Documents

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 12/14/1988 | Biennial Report | Click to View | |
| 11/29/1989 | Creation Filing | Click to View | |
| 5/07/1990 | Biennial Report | | |
| 1/30/1991 | Biennial Report | | |
| 1/04/1993 | Biennial Report | Click to View | |
| 1/30/1995 | Biennial Report | Click to View | |
| 12/23/1996 | Biennial Report | Click to View | |
| 12/10/2001 | Biennial Report | Click to View | |
| 1/04/2002 | Agent Change | Click to View | |
| 4/10/2003 | Biennial Report | Click to View | |
| 9/13/2005 | Biennial Report | Click to View | |
| 4/10/2006 | Agent Change | Click to View | |
| 12/22/2006 | Biennial Report | Click to View | |
| 5/10/2010 | Biennial Report | Click to View | |
| 5/17/2010 | Agent Change | Click to View | |
| 10/11/2011 | Biennial Report | Click to View | |
| 2/27/2013 | Biennial Report | Click to View | |
| 2/27/2013 | Agent Change | Click to View | |
| 12/27/2013 | Certificate of Compliance | | Click to View |
| 12/19/2014 | Change of Officials | Click to View | |
| 12/19/2014 | Agent Change | Click to View | |
| 1/27/2015 | Biennial Report | Click to View | |
| 6/26/2015 | Agent Change | Click to View | |
| 1/19/2016 | Change of Officials | Click to View | |
| 1/19/2016 | Agent Change | Click to View | |
| 7/29/2016 | Agent Change | Click to View | |
| 12/22/2016 | Biennial Report | Click to View | |
| 1/31/2017 | Change of Officials | Click to View | |
| 2/01/2017 | Change of Officials | Click to View | |
| 12/14/2017 | Certificate of Compliance | | Click to View |
| 1/05/2018 | Conversion | Click to View | Click to View |
| 2/13/2018 | Certificate of Compliance | | Click to View |
| 2/21/2018 | Change of Officials | Click to View | |
| 5/21/2018 | Amendment | Click to View | Click to View |
| 5/21/2018 | Change of Officials | Click to View | |
| 11/08/2018 | Certificate of Compliance | | Click to View |
| 12/07/2018 | Biennial Report | Click to View | |
| 12/27/2018 | Change of Officials | Click to View | |

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 9/05/2019 | Change of Officials | Click to View | |
| 1/21/2020 | Agent Change | Click to View | |
| 2/03/2020 | Certificate of Compliance | | Click to View |
| 3/24/2020 | Certificate of Compliance | | Click to View |
| 4/17/2020 | Certificate of Compliance | | Click to View |

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AK Entity #: 44877D
Date Filed: 05/21/2018
State of Alaska, DCCED

RECEIVED
By ndhall at 3:01 pm, Mar 04, 2021

State of Alaska
Division of Corporations, Business and Professional Licensing
**CORPORATIONS SECTION**
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX
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RECEIVED
Juneau
MAY 21 2018
CBPL
no $ nps

# ARTICLES OF AMENDMENT
## Domestic Limited Liability Company
## AS 10.50.100

■ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

**ITEM 1:** Name of the Entity:

| Name of the Entity | Alaska Entity #: |
|---|---|
| Cape Fox Lodge, LLC | 44877D |

**ITEM 2:**

| | |
|---|---|
| Date the original Articles of Organization were filed: | 11/29/1989 |

**ITEM 3:** List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 4: Management is being amended. The limited liability company is managed by a Manager.

Attach a separate sheet if needed.

**ITEM 4:** The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

| Signature | Printed name | Title | Date |
|---|---|---|---|
| Clifford Blair | Clifford Blair | President of Cape Fox Corp. | 4-27-2018 |

*If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.*

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



K2129542

RECEIVED
By ndhall at 3:02 pm, Mar 04, 2021

Alaska Entity #44877D

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

# Certificate of Compliance

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby issues a Certificate of Compliance for:

**CAPE FOX LODGE, LLC**

This entity was formed on November 20, 1989 and is in good standing. This entity has filed all biennial reports and fees due at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 4, 2021**.

Julie Anderson
Commissioner

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

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

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 11, 2021

Cape Fox Lodge, LLC
DBA: No DBA
Via Email: cluchtefeld@capefoxss.com

Re: Restaurant/Eating Place License Transfer Application License #4142 DBA: No DBA

Dear Applicant:

I have received your application for a liquor license. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.310(b), AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as (but not limited to) a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, you should continue to work with those local or state agencies to get the requirements completed. Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the **March 30th, 2021** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the alcohol.licensing@alaska.gov email address if you have any questions.

Sincerely,

Carrie Craig
Records and Licensing Supervisor

## Taylor Lee

**From:** Gretchen O'Sullivan
**Sent:** Wednesday, March 17, 2021 1:35 PM
**To:** Taylor Lee; Joseph White; jonathanl@kgbak.us; charlannet@kgbak.us; Corey Bingham; Andrew Berntson
**Cc:** Kim Stanker
**Subject:** RE: Liquor License Application

The Fire Department has no objections.

*Gretchen O'Sullivan*
Fire Marshal
Ketchikan Fire Department
70 Bawden Street
Ketchikan, AK 99901
Business (907)-228-2363
Cell (907)-617-1730
gretcheno@city.ketchikan.ak.us

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:32 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for **Liquor License Transfer of Ownership Application** for liquor license:

There is also a **Transfer of Location** application for this same establishment but it is too big to send in this email so I will forward another email with this informaiton.

**Brewery –**

**Package Store –** Cape Fox Lodge, LLC

**Club –**

**Restaurant/Eating Place –**

## Taylor Lee

**From:** Corey Bingham
**Sent:** Wednesday, March 17, 2021 1:40 PM
**To:** Taylor Lee
**Subject:** RE: Liquor License Transfer of Location Application

Taylor,

The City Building Division has no objections.

Thanks,

Corey Bingham
Building Official
(907) 228-4737
coreyb@ktn-ak.us

City of Ketchikan

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:35 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Transfer of Location Application

Hello again-

Attached is the information for the Liquor License Transfer of Location application for the same company.

Thank you,

Taylor

Taylor Lee
Deputy City Clerk
334 Front Street
Ketchikan, AK 99901
907.228.5604
taylorl@ktn-ak.us

## Taylor Lee

**From:** Eric Mattson
**Sent:** Wednesday, March 17, 2021 3:17 PM
**To:** Taylor Lee
**Subject:** FW: Liquor License Application
**Attachments:** 4057 City of Ketchikan-Ketchikan Gateway Borough LGB Notice 31721.pdf; 4057 No DBA CTA PS.pdf

Good Afternoon Taylor,

Andy forwarded me this email and he wasn't sure what to do with it.

I have reviewed the application and the police department has no objections to the changes.

Eric

**From:** Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:36 AM
**To:** Eric Mattson <EricM@City.Ketchikan.Ak.Us>
**Subject:** FW: Liquor License Application

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:32 AM
**To:** Joseph White <JosephW@City.Ketchikan.Ak.Us>; jonathanl@kgbak.us; charlannet@kgbak.us; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <AndrewB@City.Ketchikan.Ak.Us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for **Liquor License Transfer of Ownership Application** for liquor license:

There is also a **Transfer of Location** application for this same establishment but it is too big to send in this email so I will forward another email with this informaiton.

**Brewery –**

**Package Store –** Cape Fox Lodge, LLC

**Club –**

## Taylor Lee

**From:** Jonathan Lappin <jonathanl@kgbak.us>
**Sent:** Monday, March 22, 2021 9:27 AM
**To:** Taylor Lee; Charlanne Thomas
**Cc:** Richard Harney
**Subject:** RE: Liquor License Application

**CAUTION: External Email**
This email originated from a source outside the City of Ketchikan. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Planning Department has no reason to recommend an objection.

Jonathan Lappin, AICP
Associate Planner

**From:** Taylor Lee <taylorl@City.Ketchikan.Ak.Us>
**Sent:** Wednesday, March 17, 2021 10:58 AM
**To:** Charlanne Thomas <charlannet@kgbak.us>; Jonathan Lappin <jonathanl@kgbak.us>
**Subject:** FW: Liquor License Application

I've been having trouble sending this email to you both because the attachment was too large so hopefully this one comes through.

Thank you,

Taylor

**From:** Taylor Lee
**Sent:** Wednesday, March 17, 2021 10:32 AM
**To:** Joseph White <josephw@city.ketchikan.ak.us>; 'jonathanl@kgbak.us' <jonathanl@kgbak.us>; 'charlannet@kgbak.us' <charlannet@kgbak.us>; Gretchen O'Sullivan <gretcheno@City.Ketchikan.Ak.Us>; Corey Bingham <coreyb@City.Ketchikan.Ak.Us>; Andrew Berntson <andrewb@city.ketchikan.ak.us>
**Cc:** Kim Stanker <KimS@City.Ketchikan.Ak.Us>
**Subject:** Liquor License Application

Hello everyone-

Attached is a notification from the Alcohol & Marijuana Control Office for **Liquor License Transfer of Ownership Application** for liquor license:

There is also a **Transfer of Location** application for this same establishment but it is too big to send in this email so I will forward another email with this informaiton.

**Brewery –**

## Taylor Lee

**From:** Charlanne Thomas <charlannet@kgbak.us>
**Sent:** Thursday, March 18, 2021 8:53 AM
**To:** Taylor Lee; Jonathan Lappin
**Subject:** RE: Liquor License Application

**CAUTION: External Email**
This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This business is current on all applicable taxes.

Thank you

Charlanne J Thomas

*Charlanne J Thomas*
*Accounting Supervisor*
*Ketchikan Gateway Borough*
*1900 First Avenue, Suite 118*
*Ketchikan, AK 99901*
*(907) 228-6613*
*(907) 228-6698 fax*
*https://www.kgbak.us/*

**From:** Taylor Lee [mailto:taylorl@City.Ketchikan.Ak.Us]
**Sent:** Wednesday, March 17, 2021 10:58 AM
**To:** Charlanne Thomas <charlannet@kgbak.us>; Jonathan Lappin <jonathanl@kgbak.us>
**Subject:** FW: Liquor License Application

I've been having trouble sending this email to you both because the attachment was too large so hopefully this one comes through.

Thank you,

Taylor