



## MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: 10/7/2020

FROM: Glen Klinkhart, Interim Director

RE: 1269 Bear's Den Lounge

**Requested Action:** Transfer of ownership with security interest

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

AS 04.11.360(4): "An application requesting approval of a transfer of a license to another person under this title shall be denied if the transferor has not paid all debts or taxes arising from the conduct of the business licensed under this title unless

- (A) the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority; or
- (B) the transfer is under a promise given as collateral by the transferor to the transferee during an earlier transfer of the license under which promise the transferor is obliged to transfer the license back to the transferee in the event of default in payment for property conveyed as part of the earlier transfer of the license..."

AS 04.11.670: "A license issued under this title is not subject to foreclosure, and may not be used as collateral to secure a debt. However, if a license is transferred to another person, the transferor may secure payment for real and personal property conveyed to the transferee upon the promise of the transferee to transfer the license back to the transferor upon default in payment."

3 AAC 304.106(a): "If a former licensee seeks to compel the transfer of a license because of a promise under [AS 04.11.670](#) given as collateral by the current licensee to the former licensee in the course of an earlier transfer of the license, followed by a default in payment in connection with property conveyed or a lease made in the course of the previous transfer, the board will deny the transfer if creditors are not satisfied under [AS 04.11.360\(4\)\(A\)](#) unless it clearly appears that the former licensee, at the time of the previous transfer, complied with the following notice

requirements:

- (1) a leasehold conveyance or contract of sale of property made in the course of the previous license transfer was recorded in the manner provided for recordation of real estate conveyances, and the transferor, at the time of the previous transfer, made a UCC filing statement in which a security interest in the license was claimed under [AS 04.11.670](#) and [AS 04.11.360\(4\)\(B\)](#); the documents recorded under this paragraph

- must contain the following statement: "Under the terms of [AS 04.11.670](#), [AS 04.11.360\(4\)\(B\)](#), and [3 AAC 304.106](#), the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."; and
- (2) all documents prepared relating to the previous transfer of the liquor license, including all leases, contracts, and other relevant memoranda, were filed with the board at the time of the previous transfer; the documentation must include a statement of the book and page number showing where the lease or contract, and UCC filing statement, bearing the disclosure statement required in (1) of this subsection, are recorded; and
  - (3) the notice of the previous transfer required by [AS 04.11.310\(a\)](#) was made in writing and published, as required under [3 AAC 304.125](#), once a week for three weeks in a newspaper of general circulation before the transfer, in addition to any other notice of the application that might have been required by the board at the time of the previous transfer; the published notice must contain the following statement: "Under the terms of [AS 04.11.360\(4\)\(B\)](#), [AS 04.11.670](#), and [3 AAC 304.106](#), the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."

**Staff Rec.:** Approve the transfer with a security interest.

**Background:** A completed transfer application has been received for liquor license 1269. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.106(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated

Attachment: Security Interest Documents  
Transfer Application



**BILL OF SALE**  
**STATE OF ALASKA BEVERAGE DISPENSARY LIQUOR LICENSE**  
**&**  
**PERSONAL PROPERTY & REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, pursuant to a Contract for Purchase and Sale, dated 19<sup>th</sup> June, 2020 by the Seller and by the Buyer, as Buyer and Seller are defined below (hereinafter "Contract").

Three Bears Alaska, Inc., an Alaska Corporation, whose address for all purposes herein is: 445 N. Pittman Road, Ste. B, Wasilla, Alaska 99623, (hereinafter "Seller")

HEREBY SELLS, TRANSFERS and CONVEYS to Helena and Robert, LLC, an Alaskan Limited Liability Company, whose address for all purposes herein is P.O. Box 564, Tok, Alaska 99780, (hereinafter "Buyer"), all of Seller's right, title and interest in Beverage Dispensary Liquor License No. 1269 (hereinafter "License"), issued by the Alcoholic Beverage Control Board (hereinafter ABC Board) and the real property and personal property described on Exhibit "A" attached, all of which is being sold "Where Is, As Is" after inspection and acceptance by the Buyer, without any warranties of fitness or condition.

PROPERTY BEING CONVEYED. The Seller shall execute and deliver this Bill of Sale at closing along with a list of the personal property being transferred to the Buyer (all furniture, fixtures, equipment and inventory) including the License, and Real Property. Attached hereto as Exhibit "A" is a list of that personal property.

SECURITY AGREEMENT. Until all payments are made for the real property identified in the Contract, the Seller shall retain a Security Interest in and to the License and the personal property.

SELLER makes no representations and warranties, express or implied, other than those listed in the Contract.

DATED at Wasilla, Alaska this \_\_\_\_ day of \_\_\_\_\_, 2020.



Three Bears Alaska, Inc. an  
Alaska Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

EXHIBIT A TO BILL OF SALE

Heating system for building  
Plumbing system for building  
Electrical system for building  
Water well system  
Septic and wastewater system  
Glassware  
Eating utensils  
Dishes  
Tables  
Chairs  
Bar  
Dishwasher  
Water sinks  
Beverage dispensing equipment  
Refrigeration  
Food preparation equipment

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Three Bears Alaska, Inc. 445 N. Pittman Road, Ste. B Wasilla, AK 99623</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Helena and Robert, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>P.O. Box 564</b>	<b>Tok</b>	<b>AK</b>	<b>99780</b>	<b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Three Bears Alaska, Inc.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>445 N. Pittman Road, Ste. B</b>	<b>Wasilla</b>	<b>AK</b>	<b>99623</b>	<b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**"Personal Property per Exhibit A."**

**With regards to the listed liquor license #1269, the following provisions apply: Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser				
8. OPTIONAL FILER REFERENCE DATA:				

Equipment	Quantity	Value
Manitoc Ice Machine	1	\$900.00
24" TV	1	\$50.00
32" TV	3	\$125.00
55 In TV	3	\$300.00
Sound Bars	3	\$250.00
30" Rnd Table	8	\$600.00
24" Square Table	3	\$225.00
Arm Chairs	15	\$375.00
Stacking Chairs	19	\$350.00
Bar Stools	12	\$240.00
Samsung Microwave	1	\$40.00
Danby Mini Fridge	1	\$75.00
Bunn CoffeeMaker	1	\$100.00
Everest Refrigeration 2 Tap Fridge	1	\$700.00
Ninja Blender and Accessories	1	\$50.00
28" Black Metal Tables on Deck	6	\$300.00
Dart Boards	3	\$120.00
White Boards	3	\$20.00
Black Rubber Mats	3	\$30.00
Billard Chalk	2 Boxes	\$0.00
NFL Banners	1	\$40.00
NBA Banners	1	\$40.00
NHL Banners	1	\$40.00
Round Table 4'	2	\$80.00
Round Table 6'	5	\$200.00
White Table 6'	1	\$50.00
Fabric Folding Chairs	20	\$200.00
Cribbage Boards	6	\$60.00
Chess/Checker Games	2	\$20.00
Deck of Cards	11	\$12.00
Backgammon	1	\$20.00
Dice Set	1	\$5.00
Pea Dice Set w/shaker	1	\$12.00
Poker Chips 100 ea	2	\$20.00
Dominos	1	\$5.00
Bar Darts	2	\$10.00
Bud Lite Corn Hole	1	\$0.00
Oreck XL Vacuum Cleaner	1	\$100.00
Vacuum Bags		\$15.00
Several Holiday Decorations key, Christmas, Valentines, St Patty's, 4th July, Easter		\$200.00
Umbrella on Deck	1	\$50.00
Dust Pan & Broom	1	\$20.00
Shovel	1	\$15.00
Bears Den Sign	1	\$75.00
Draft System	1	\$640.00
Under Bar Equipment	1	\$600.00
Urinals	2	\$150.00
Toliets	4	\$300.00
Mirrors	3	\$60.00
PT Dispenser	3	\$45.00
TP Dispenser	4	\$60.00
Subtotal		\$7,994.00

Equipment	Quantity	Value
Plastic Pitchers	4	\$20.00
Copper Cups	4	\$24.00
Wine Glasses	24	\$48.00
Stemless Martini Glasses	15	\$30.00
Martini Glass	1	\$2.00
Ball Jars w/handles	6	\$20.00
Champagne Flutes	9	\$18.00
Plastic Pints	4	\$4.00
Stella Glasses	23	\$34.50
Glass Pints	72	\$100.00
Round High Ball Glasses	23	\$46.00
Dessert Shot Glasses	3	\$3.00
Cylindar High Ball Glasses	54	\$108.00
Daquri Glasses	5	\$35.00
Rock Glasses	33	\$49.50
Shot Glasses	14	\$22.50
Short Mix Glasses	29	\$58.00
Tall Mix Glasses	14	\$28.00
Mix Glasses	16	\$32.00
Cocktail Shaker Kit	2	\$20.00
Bar Spoon	1	\$0.00
12oz Peroni Glasses	4	\$6.00
Small Cutting Board	1	\$3.00
Can Opener	2	\$5.00
Peeler	1	\$3.00
Fork	1	\$0.00
Muddle Stick	1	\$3.00
Zester	1	\$3.00
Knife Sharpener	1	\$4.00
Ice Scoop Large	1	\$3.00
Ice Scoop Small	1	\$3.00
Slide Top Beer Coolers	2	\$300.00
Sink Plugs	3	\$18.00
Small Trash Cans	3	\$30.00
Regular Trash Cans	2	\$30.00
Trash Can 20 Gallon	3	\$60.00
Popcorn Maker	1	\$75.00
Industrial Mop and Bucket	1	\$50.00
2 Door AA Commercial Freezer	1	\$1,000.00
2 Door AA Commercial Fridge	1	\$1,000.00
Lincoln Pizza Oven	1	\$1,800.00
Trash Can 33 Gallon	2	\$50.00
Medium Cutting Board	1	\$5.00
Prep Tables	2	\$150.00
Metal Table for Oven	1	\$50.00
Black Large Serving Baskets	30	\$30.00
Green Small Serving Baskets	26	\$20.00
Baking Screens	3	\$10.00
Small Baking Sheets	6	\$15.00
Large Baking Sheets	2	\$10.00
Serving Spoons	3	\$10.00
Cutting Mat	1	\$3.00
Knife	1	\$10.00
Tongs	4	\$25.00
Serving Platters	2	\$35.00
Measuring Spoons/Cups	1 set	\$11.50
Subtotal		\$5,533.00

<b>Equipment</b>	<b>Quantity</b>	<b>Value</b>
Open Sign	1	\$25.00
Phones	2	\$30.00
Calculator	1	\$5.00
Large Fire Extinguishers	3	\$75.00
Small Fire Extinguishers	5	\$100.00
Outside Ash Trays	2	\$30.00
Ash Trays	25	\$35.00
Coors Light Clock	1	\$0.00
Filing Cabinet	1	\$50.00
Office Desk	1	\$60.00
Office Chair	1	\$30.00
Ipads	2	\$400.00
Card Readers	2	\$45.00
Receipt Printer	2	\$50.00
Staplers	2	\$5.00
CC Holders	2	\$0.00
Tape Dispenser	1	\$3.00
ATM	1	\$400.00
Clocks	3	\$30.00
Old Safes	2	\$100.00

Subtotal \$1,473.00

Grand Total

\$15,000.00

## SECURITY AGREEMENT

**REAL PROPERTY, BEVERAGE DISPENSARY LIQUOR LICENSE, INVENTORY, FURNITURE, FIXTURES & EQUIPMENT** THIS SECURITY AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Three Bears Alaska, Inc., an Alaska Corporation, whose address for all purposes herein is 445 N. Pittman Road, Ste. B, Wasilla, Alaska 99623 (hereinafter "Secured Party") and Helena and Robert, LLC, an Alaskan Limited Liability Company, whose address for all purposes herein is P.O. Box 564, Tok, Alaska 99780 (hereinafter "Debtor"), for recording within the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

1. Creation of Security Interest. The Debtor hereby grants to the Secured Party a security interest in the property and license described herein to secure the payment and performance of the Debtor's obligations to the Secured Party under Paragraph 3.

a) This Security Agreement is intended to create a security interest in the Beverage Dispensary License No. 1269 (hereinafter "the License") as provided in AS 04.11.670, AS 04.11.360(4)(B) and 3 AAC 304.106.

b) Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor and Secured Party retains a security interest in the License, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

c) In addition, the Secured Party is the Beneficiary of a first Deed of Trust on the Real Property and improvements which are being sold to the Debtor as part of this transaction and where the License is being operated.

2. The property which is subject to this security interest created by this agreement consists of the following described property and the proceeds thereof:

a) The License issued by the Alcoholic Beverage Control Board, and all renewals thereof; and

b) The Personal Property now owned or hereafter acquired by the Debtor.

i) "Personal Property" means all items of personality used in the operation of the licensed business, and the items listed in Exhibit A.

c) The Inventory now owned or hereafter acquired by the Debtor.



i) "Inventory" means all goods, merchandise and other personal property which is held for sale or consumed, in the Debtors' business; and

d) All after-acquired personal property associated with the operation of the business and any replacements for any existing personal property sold pursuant to this transaction.

e) The Secured Party also holds a First Deed of Trust on the Real Property and improvements on the Real Property which is also being conveyed as part of the transaction.

3. Debtor's' Obligations. The obligations of the Debtor to the Secured Party are set forth in the following Transaction Documents:

a) Contract for the Purchase & Sale dated June 19,, 2020;

b) Deed of Trust dated \_\_\_\_\_, 2020;

c) Promissory Note dated \_\_\_\_\_,2020;

d) Irrevocable Limited Power of Attorney dated \_\_\_\_\_, 2020;

i) The Debtor's obligation to make the payments provided for in the Promissory Note has been incurred as a result of the sale of the assets described in paragraph 2 of this Security Agreement, which sale was made by the Secured Party to the Debtor.

ii) A default in the performance of any payment or other obligations set forth herein or in any one or more of the terms and provisions of such Transaction Documents or in other documents related to this transaction shall be a default hereunder entitling the Secured Party to all remedies provided by law, by this Security Agreement and by the other Transaction Documents including, without limitation, the right to accelerate the sums due on the Promissory Note and demand payment in full.

4. The License. The provisions of this paragraph apply to the License being purchased by the Debtor from the Secured Party:

a) Debtor shall pay all charges and expenses of any nature whatsoever connected with the operation of the License and its renewal.



b) Debtor shall be solely responsible for compliance by Debtor and Debtor's employees, agents, business visitors and invitees with all laws, ordinances and regulations in connection with operation of the licensed business in order that such licensed business shall be conducted only in a lawful and safe manner so that no property damage or personal injury proximately results from such operation and no violation of law, ordinance or regulation occurs that could jeopardize the interests of Secured Party in the License.

c) So as to preclude any claims for business indebtedness being submitted to the Alcoholic Beverage Control Board, the Debtor agrees to pay all business creditors upon receipt of either the merchandise or services or an invoice or a bill for such merchandise or services.

d) Debtor agrees to do all things necessary to renew the License with the State of Alaska in a timely manner and shall submit the biennial renewal forms, as required by the regulations of the Alcoholic Beverage Control Board, to the Alcoholic Beverage Control Board prior to December 1st of each year.

i) Copies of the renewal forms/documents shall be delivered to the Secured Party no later than December 1st of each year in which a renewal is required.

e) Should Debtor fail to renew the License by December 1st as set forth above, the Secured Party shall be entitled to renew said License and, for that purpose and to further protect Secured Party's interest in such License, Debtor has executed an Irrevocable Power of Attorney authorizing the Secured Party to repossess and cause transfer of the License from Debtor in the event of any default hereunder and to sign any necessary documents required for the transfer and/or renewal of the License.

f) Debtor shall operate the licensed business only in the ordinary course; shall operate the business strictly in accordance with laws, ordinances and regulations of the State of Alaska; shall be solely responsible for all operating expenses of the business and shall promptly and timely pay all such expenses; and shall not transfer, convey or in any way dispose of or encumber any interest in the License or the other Personal Property subject to this Security Agreement and the related Transaction Documents.

5. Indemnification. The Debtor shall save, protect and hold harmless and indemnify the Secured Party against all liabilities, claims, expenses and losses incurred by the Debtor as a result of any or all of the following:

a) Failure by the Debtor to perform any covenant, condition or promise required to be performed by the Debtor under the terms of this Security Agreement and those other Transaction Documents set forth in Paragraph 3 above and elsewhere in this document or in other documents related to this transaction.

b) Any accident, injury or damage which may arise out of any injury to or death of persons or damage to property arising from the Debtor's use of the property and License described herein, including, without limitation, any of the foregoing arising out of the actions, omissions of or use by the Debtor, its shareholders, officers, directors, agents, members, managers, employees or invitees.

c) Debtor's failure to substantially comply with any requirement of any governmental authority, local, state or federal, or any regulatory agency of any local, state or federal government authority.

d) Any action or non-action by the Debtor causing the State of Alaska, Alcoholic Beverage Control Board to cancel, suspend or revoke, or attempt to cancel, suspend or revoke the License sold hereunder.

e) Any action or non-action by the Debtor causing the local community to protest the renewal of the License.

f) In the event that the Secured Party shall, without fault on its part, be made a party to any litigation commenced by or against the Debtor or be made a party to any administrative proceeding, then the Debtor shall pay all costs and the actual attorneys' fees paid by the Secured Party in connection with such litigation or administrative proceeding or any other proceeding before any governmental body, state, local or federal.

g) Any violation of the law or regulation in connection with the licensed business or the operation of the License.

6. Financing Statement. Debtor authorizes the Secured Party at any time and from time to time execute and/or file such Financing Statements in



the form required by the Uniform Commercial Code as enacted in the State of Alaska as Secured Party may reasonably require.

7. Default. Debtor shall perform all of its obligations according to the terms of this Agreement as set forth in paragraph 3 above and elsewhere in this document and the other Transaction Documents. Any breach in the performance of the terms and provisions of the Transaction Documents or failure of the Debtors to fulfill any of their obligations thereunder shall be a default under the terms of this Security Agreement.

a) Any one of the following events shall by itself constitute default in this Security Agreement:

- i) default in payment of any obligations or performance of any agreement herein; and
- ii) the making of any rightful levy, seizure or attachment upon any property and the License described herein by reason of any debt of Debtor; and
- iii) a bankruptcy petition being filed by or against Debtor pursuant to which Debtor is adjudicated bankrupt; and
- iv) dissolution, merger, consolidation or transfer of a substantial part of the assets of Debtor, which assets are associated with the above-described business; and
- v) failure of the Debtor to operate the License in accordance with the statutes and regulations associated with the sale of alcoholic beverages in the State of Alaska so as to cause the Alcoholic Beverage Control Board to revoke or suspend the License or to attempt to suspend or revoke the License.

b) Upon the default of Debtor, Secured Party may, within five (5) days advance written notice to Debtor, and without waiving any other rights hereunder, take appropriate action to cure such default or validate such warranty, and add its expenses, including actual attorneys' fees, to the obligations secured hereby.

c) Until default, Debtor may retain possession of the property and License described herein and use it in any manner consistent with this Agreement and the terms and conditions of any insurance policy on the property described herein and as to the License, in any manner consistent with state and municipal law and the regulations and requirements of the Alcoholic Beverage Control Board.

d) Upon default by Debtor, Secured Party shall have all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Alaska and other applicable law, all rights set forth in this Security Agreement and in the Transaction Documents, including, without limitation, the right to take immediate possession of the property and the License described herein, the right to operate the licensed business, and the right to accelerate the balance due on the Promissory Note.

8. Representations and Warranties. Debtor represent and warrant as follows:

a) The making of this agreement is not in contravention of any other agreement by which Debtor is bound.

b) Except for the security interest granted hereby, Debtor is and, as to any property and the License described herein, and any property hereafter acquired, shall be, the owner of such property and license described herein free from any security interest or other encumbrance, with full right to grant a security interest therein to the Secured Party.

c) All financial data, if any, which Debtor has furnished to Secured Party accurately represents the financial condition of Debtor.

d) Debtor will not permit any lien or security interest to attach to any property and the License described herein, other than security interests inferior to this one, which may be incurred only upon the express written consent of the Secured Party, nor will the Debtor dispose of any property and the License described herein without written consent of Secured Party (other than in the ordinary course of business).

e) Except to the extent that inventory is sold in the ordinary course of business, Debtor shall not sell, grant a security interest in, or otherwise dispose of an interest in the property and the License described herein without the written consent of Secured Party.



10. Notices. Any notice of sale, disposition or other intended action by Secured Party shall be sent to Debtor at least five (5) calendar days prior to such action, at the address herein stated, at any other address of Debtor shown on Secured Party's records subsequent to this agreement, or at such other address designated in writing by Debtor with reference to this transaction and shall constitute reasonable notice to Debtors.

11. Payment of Taxes, Fees and Business Expenses. Before their delinquency, Debtor shall pay all taxes, penalties, interest, assessments, renewal fees, and other claims against the property and the License described herein, or against the interest of Secured Party therein and shall pay all expenses associated with the operation of the business associated with the License so that no claim for business indebtedness may be asserted against the License. Failure to do so shall constitute a default hereunder and entitle the Secured Party to all remedies provided in this Security Agreement and the related Transaction Documents.

12. Insurance. Debtor shall obtain and maintain insurance on the property described herein and the business that operates the License described herein in full force and effect as provided in the Transaction Documents set forth in paragraph 3 as follows:

- a) Bodily Injury and Property Damage Liability Insurance, including premises liability, personal injury liability, Alaskan suits, liquor law liability (dram shop liability) with a minimum limit of liability of \$1,000,000.00. Such insurance shall provide that the Secured Party shall be a co-insured.
- b) A policy of fire and extended coverage insurance insuring the real and personal property, the inventory and other assets and the building and its contents at full replacement cost with the Secured Party named as a loss payee.
- c) Worker's Compensation Insurance for all employees as required by state law.
- d) All such insurance shall be obtained from an insurance company qualified to do business in the State of Alaska.
- e) Copies of the policy(ies) and certificate(s) of insurance shall be delivered to the Secured Party at closing and, subsequently whenever such insurance is changed or renewed. Such insurance shall be obtained and maintained at the Debtors' sole expense.

### 13. General.

- a) The provisions hereof shall bind and inure to the benefit of the parties' successors and assigns.
- b) Time shall be of the essence for the performance of any of the covenants and the fulfillment of any of the conditions hereof.
- c) All of Secured Party's rights either provided herein or in any other Transaction Document shall be cumulative and may be exercised separately or concurrently.
- d) No waiver by Secured Party of any default shall operate as a waiver of any other default or of a like default on a future occasion. Only waivers in writing and signed by Secured Party shall be effective. No delay or omissions on the part of Secured Party in exercising any of its rights shall operate as a waiver of such right or any other right.
- e) The property secured by this Security Agreement shall include whatever rights the Secured Party has against persons who guarantee payment or collection.
- f) Wherever the context herein so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural.
- g) This Security Agreement has been delivered to Debtor in the State of Alaska and shall be construed under the laws of the State of Alaska.
- h) If any provision of this agreement is prohibited or invalid under law in some part or under some circumstances, such provision, and all other provisions herein shall otherwise remain in full force and effect.
- i) Any demand or notice made or given by Secured Party upon or to Debtor shall be effective when mailed postage prepaid to the address of Debtor herein set forth, or when delivered personally to Debtor. When Secured Party uses the address at which it customarily communicates with Debtor, such demand or notice shall likewise be effective.

Executed at Tok, Alaska this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



Helena and Robert, LLC

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ROBERT NELSON  
Member

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HELENA FIX  
Member

After Recording Please Return Original to:  
DORSEY & WHITNEY LLP  
1031 West Fourth Avenue  
Suite 600 | Anchorage, AK 99501-5907

RECORD IN THE FAIRBANKS RECORDING DISTRICT.  
AFTER RECORDING, PLEASE RETURN TO:

Three Bears Alaska, Inc.  
Attn: S. Mierop  
445 N. Pittman Road, Suite B  
Wasilla, AK 99623

## **QUITCLAIM DEED**

THIS QUITCLAIM DEED is made between Three Bears Alaska, Inc., an Alaska corporation, whose address is 445 N. Pittman Road, Suite B, Wasilla, AK 99623, (“Grantor”), and Helena & Robert, LLC, Alaska limited liability company, whose address is P.O. Box 564, Tok, Alaska 99780 (“Grantee”).

### **WITNESSETH**

THAT in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby CONVEY and QUITCLAIM unto the Grantee, as an estate in fee simple, all of the right, title and interest which the Grantor has, if any, in and to the following described real estate situated in the State of Alaska, to-wit:

LOT 1153C YOUNG SUBDIVISION, ACCORDING TO THE PLAT  
FILED MAY 4, 1984 AS PLAT NUMBER 84-81, IN THE RECORDS OF THE  
FAIRBANKS RECORDING DISTRICT, FOURTH JUDICIAL DISTRICT,  
STATE OF ALASKA

Physical address: Mile 1312 Alaska Highway, Tok, AK 99780

TOGETHER WITH, all and singular, the tenements, hereditaments, rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the Grantee and its assigns, forever.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

Three Bears Alaska, Inc.

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

ThrTitle: \_\_\_\_\_

STATE OF ALASKA )

) ss:

THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title) of Three Bears Alaska, Inc., an Alaska corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public in and for Alaska

My commission expires: \_\_\_\_\_

PURCHASE AND SALE AGREEMENT

SELLERS: TOK INVESTMENTS, INC., an ALASKA CORPORATION and ROY E. JOHNSON and PAMELA E. JOHNSON

PURCHASER: THREE BEARS ALASKA, INC., an ALASKA CORPORATION



**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into by and between Purchaser and Seller. Purchaser and Seller are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Seller owns improved real property in the State of Alaska more particularly identified on Exhibit A attached hereto, including all equipment, tangible and intangible personal property, and inventory (collectively, the "**Property**") at which Sellers engage in the business of a bar/lounge, package store liquor sales, motel, and a mini mart grocery store (the "**Business**").

C. Purchaser desires to purchase and acquire the Property and Seller desires to sell, convey, assign and transfer the Property upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

**ARTICLE 1**  
**BASIC INFORMATION**

1.1.1 **Seller:** Tok Investments, Inc., an Alaska corporation, and Roy E. Johnson and Pamela E. Johnson

1.1.2 **Purchaser:** Three Bears Alaska, Inc., an Alaska corporation

1.1.3 **Purchase Price:** [REDACTED] for the Real Property, including all improvements, personal property, Tangible Personal Property, Intangible Personal Property, License Agreements (excluding Liquor Inventory and Retail Inventory) located thereon, plus additional sums for the Liquor Inventory and Retail Inventory (both hereafter defined) as set forth in Section 2.6.

1.1.4 **Deposit:** \$200,000 to be deposited in accordance with



Section 2.2 below.

- 1.1.5 **Purchase Price Allocation** The Parties will determine the allocation prior to Closing.
- 1.1.6 **Title Company:** Fidelity Title Agency of Alaska LLC  
3150 C Street, Suite 220  
Anchorage, AK 99502  
Attn. Howard Hancock
- 1.1.7 **Escrow Agent:** Fidelity Title Agency of Alaska LLC  
3150 C Street, Suite 220  
Anchorage, AK 99502  
Attn. DJ Webb
- 1.1.8 **Broker:** None
- 1.1.9 **Effective Date:** June 1, 2017
- 1.1.10 **Closing Date:** No later than December 31, 2017

Section 1.2 **Closing Costs.** Closing costs shall be allocated and paid as follows:

<b>COST</b>	<b>RESPONSIBLE PARTY</b>
Premium for basic coverage Title Policy not including any additional or extended coverage, endorsements or amendments requested by Purchaser.	Seller
Premium for any upgrade of Title Policy for any additional coverage and any endorsements or amendments desired by Purchaser	Purchaser
Costs of Survey and/or any revisions, modifications or recertifications thereto	Purchaser
Costs for UCC searches	Seller
Recording fees	Seller: cost of recording the Deed Purchaser: all other recording fees.
Any escrow fee or charge by Escrow Agent for holding the Earnest Money, serving as the Escrow Agent or conducting the Closing, as well as any cancellation or termination fees or charges of Escrow Agent	Purchaser: ½ Seller: ½ (unless expressly provided otherwise in this Agreement)
All other Closing costs, expenses, charges and fees	The Party incurring same





Section 1.3      Notice Addresses:

Seller:

With copy to:

Purchaser:

With copy to:

Three Bears Alaska, Inc.  
445 North Pittman Road, Suite B  
Wasilla, Alaska 99623  
Attention: David Weisz  
Telephone: (907) 357-4311  
Facsimile: (907) 357-4312

K&L Gates LLP  
420 L Street, Suite 400  
Anchorage, Alaska 99501  
Attention: Joan Travostino  
Telephone: 907-276-1969  
Facsimile: 907-865-2417



**ARTICLE 2**  
**PROPERTY, DEPOSIT AND PURCHASE PRICE**

Section 2.1      **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign and transfer to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the following property (collectively, the "**Property**"):

2.1.1      **Real Property.** All right, title and interest of Seller in and to the land described in Exhibit A attached hereto (the "**Land**") together with all structures, improvements and fixtures located thereon ("**Improvements**") and the items in Sections 2.1.2 and 2.1.3 (hereafter all collectively referred to as the "**Real Property**").

2.1.2      All rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to the Land and/or Improvements.

2.1.3      All strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land.

2.1.4      **Leases.** All of Seller's right, title and interest, in and to all leases of or pertaining to any of the Property (other than License Agreements), including any leases of the Real Property (the "**Leases**").

2.1.5      **Equipment.** All of Seller's rights, title and interest in and to all equipment owned by Seller and located on the Property, including, but not limited to, all machinery, HVAC equipment, generators, plumbing, electrical equipment, mechanical equipment and security and alarm systems, whether or not listed or identified on or in Exhibit C (hereafter "**Equipment**").

SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
TOK INVESTMENTS, INC., and ROY E. JOHNSON AND PAMELA E. JOHNSON  
AND  
THREE BEARS ALASKA, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, to be effective as of the Effective Date.

**SELLER:**

Tok Investments, Inc.,  
an Alaska corporation

By: *Roy E. Johnson*  
Name: Roy E. Johnson  
Title: President  
Date: 6/1/17

*Roy E. Johnson*  
Roy E. Johnson  
Date: 6/1/17

*Pamela E. Johnson*  
Pamela E. Johnson  
Date: 6/1/17

**PURCHASER:**

Three Bears Alaska, Inc., an Alaska  
corporation

By: *David A. Weisz*  
Name: DAVID A. WEISZ  
Title: PRESIDENT / CEO  
Date: 6-1-17



**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

**PARCEL 1:**

**Lot 1153C, YOUNG SUBDIVISION, according to the plat filed May 4, 1984 as Plat Number 84-81, in the records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**

**PARCEL 2:**

**Lots 2A and 3A, of the Replat of Lots 2, 3 and 4 of US Survey 2724 and Government Lots 107, 109 and 111 of Section 19, Township 18 North, Range 13 East, Copper River Meridian, according to the plat filed June 27, 1986 as Plat Number 86-80, in the records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.**



Record in the Fairbanks Recording District

After Recording Return to:  
Dorsey & Whitney LLP  
Joan Travostino  
1031 West Fourth Avenue, Suite 600  
Anchorage, Alaska 99501

**DEED OF TRUST, SECURITY AGREEMENT  
ASSIGNMENT OF RENTS, AND FIXTURE FILING**

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among Helena & Robert, LLC, herein called "Trustor", an Alaska limited liability company, whose address is P.O. Box 564, Tok, AK 99780, as grantor, to Fidelity Title Agency of Alaska, LLC, herein called "Trustee", as trustee for the benefit of Three Bears Alaska, Inc., herein called "Beneficiary", an Alaska corporation, whose address is 445 N. Pittman Road, Suite B, Wasilla, AK 99623.

1. GRANT IN TRUST.

1.1. The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 4 below, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, a security interest in, and all estate, right, title and interest which Trustor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, being hereinafter collectively referred to as the "Property"):

(a) The real property described as:

LOT 1153C YOUNG SUBDIVISION, ACCORDING TO THE PLAT FILED MAY 4, 1984 AS PLAT NUMBER 84-81, IN THE RECORDS OF THE FAIRBANKS RECORDING DISTRICT, FOURTH JUDICIAL DISTRICT, STATE OF ALASKA (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");



(c) All easements and rights of way appurtenant to the Land; all development rights or credits, zoning rights and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and profits, and other similar rights or interest thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any total or partial taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. FIXTURE FILING. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Alaska Uniform Commercial Code, AS 45.29.101 et. seq as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon

3. ASSIGNMENT OF RENTS.

3.1. Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Beneficiary the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Trustor as bonus or royalty payments, and any damages or other compensation payable to Trustor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

3.2. Grant of License. Notwithstanding the provisions of Paragraph 3.1, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become

due and payable, so long as no Event of Default, as defined below, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of the security for the Secured Obligations.

#### 4. THE SECURED OBLIGATIONS.

4.1. Purpose of Securing. Trustor makes the grant, conveyance, transfer and assignment and grants the security interest set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

(a) Payment of all obligations of Trustor to Beneficiary arising under that certain **Promissory Note** in principal amount of TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$285,000.00) dated as of \_\_\_\_\_, 2020 between Trustor and Beneficiary (the "Debt Instrument").

This Deed of Trust also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Trustor and Beneficiary, and all obligations of Trustor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety;

(b) Payment and performance of all obligations of Trustor under this Deed of Trust;

(c) Payment and performance of all obligations of Trustor in the Transaction Documents as defined in the Contract for Purchase & Sale dated June 18, 2020 among Trustor and Beneficiary, and

(d) Payment and performance of all future advances and other obligations under the Debt Instrument.

4.2 Maturity Date. This Deed of Trust shall mature twenty years from the date on this Deed of Trust.

#### 5. RIGHTS AND DUTIES OF THE PARTIES.

A. To Protect the security of this Deed of Trust, Trustor agrees:

To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of



law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

To not make any changes to the Property or improvements on the Property, without permission of the Beneficiary, until the Secured Obligations are paid in full.

To provide, maintain and deliver to Beneficiary property, fire, and casualty insurance satisfactory to and with loss payable to Beneficiary in an amount not less than \$285,000 and such other type of insurance on the Property as may be required by Beneficiary in its reasonable judgment. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Beneficiary, and shall be written only by companies approved by Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

To pay at least ten days before delinquency all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all reasonable costs, fees and expenses of this Trust.

To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate set forth in the promissory note which this Deed of Trust secures.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expense, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, but not more than the total indebtedness secured hereby, is  
Deed of Trust

hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Debt Instrument for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

Upon written request of Beneficiary stating that all Secured Obligations have been paid, and upon surrender of this Deed of Trust and Debt Instrument to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the Rents of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Rents as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such Rents, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In addition to all of the other rights and powers provided herein, Beneficiary may in its discretion commence legal proceedings to recover possession of the Property. Trustor agrees that the failure by Trustor to comply with any of the terms and conditions required to be complied with by the terms of this Deed of Trust or by the terms of a related Debt Instrument shall be deemed a violation of the agreement under which the Trustor holds the property for purposes of the bringing by Beneficiary of an action for Forcible Entry and Detainer pursuant to AS 09.45.060 et seq.



Upon the occurrence of an Event of Default as such term is defined in the Debt Instrument or the failure of the Trustor to pay any indebtedness secured hereby or in performance of any agreement hereunder (hereinafter collectively "Event of Default"), all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the Event of Default Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the Recorder for the recording district in which said property or some part thereof is located.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property in Anchorage, Alaska at the place provided by law at the time fixed by it in said notice of sale at public auction to the highest and best bidder for currency of the United States, money order, or cashier's or certified checks from a bank having a branch in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, provided, however, that the sale shall not be deemed concluded until said highest and best bidder shall exhibit to the person conducting the sale said currency, money order, or check in an amount sufficient to satisfy the bid. Beneficiary shall have the right to make an offset bid without cash in an amount equal to the balance owed on the obligation at the time of the sale, including any sums expended by Beneficiary and Trustee under the Deed of Trust with interest.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title and legal fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof or the Debt Instrument and not then repaid, with accrued interest at the rate then applicable under the Debt Instrument; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Nothing contained herein shall be construed to limit the right of Beneficiary to foreclose this Deed of Trust by judicial action. Beneficiary shall further be entitled to bring an action upon the Debt Instrument secured by this Deed of Trust without attempting to foreclose this Deed of Trust without attempting to foreclose this Deed of Trust either by judicial action or by exercise of the power of sale.

Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

- (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust;
- (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust;
- (iii) Beneficiary's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in operating or managing the Property upon exercise of the rights or remedies afforded Beneficiary, unless the loss is caused by the willful misconduct and bad faith of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur in performing any act required or permitted by this Deed of Trust or by law or because of any failure of Trustor to perform any of its obligations. This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the Debt Instrument secured hereby, whether or not named as a beneficiary herein, or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

If two or more persons be designated as Trustee herein, any, or all powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.

In the event of a default under this Deed of Trust, Beneficiary will not pursue a judgment against Robert Nelson or Helena Fix as individuals provided the Trustor has not made or allowed to be made any changes to the Property from the condition of the Property as of the date of this Deed of Trust.

TRUSTOR:  
Helena & Robert, LLC

\_\_\_\_\_  
By: Robert Nelson  
Its: Member

\_\_\_\_\_  
By: Helena Fix  
Its: Member

STATE OF ALASKA                    )  
                                                  ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT    )

I certify that I know or have satisfactory evidence that ROBERT NELSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as a Member of Helena & Robert, LLC, an Alaska limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires\_\_\_\_\_

STATE OF ALASKA                    )  
                                                  ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT    )

I certify that I know or have satisfactory evidence that HELENA FIX is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as a Member of Helena & Robert, LLC, an Alaska limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires\_\_\_\_\_



Three Bears Alaska, Inc.

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (name)  
\_\_\_\_\_ (title) of Three Bears Alaska, Inc., an Alaska  
corporation, is the person who appeared before me, and said person acknowledged that he  
signed this instrument, on oath stated that he was authorized to execute the instrument and  
acknowledge it as an officer of Three Bears Alaska, Inc., an Alaska corporation, on behalf of the  
corporation, to be the free and voluntary act of such party for the uses and purposes mentioned  
in the instrument.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

**NOTICE OF SECURITY INTEREST IN BEVERAGE DISPENSARY  
LIQUOR LICENSE**

NOTICE IS HEREBY GIVEN to the Alcoholic Beverage Control Board (hereinafter "ABC Board") and to any and all present or future creditors of Helena & Robert, LLC, an Alaskan Limited Liability Company, whose address for all purposes is P.O. Box 564, Tok, Alaska 99780; (hereinafter "Current Licensee"), which now owns and operates Beverage Dispensary Liquor License Number 1269 (hereinafter "Liquor License") located in the Fairbanks Recording District, Third Judicial District, State of Alaska;

THAT, Three Bears Alaska, Inc. an Alaska Business Corporation whose address for all purposes is 445 N. Pittman Road, Suite B, Wasilla, Alaska, 99623 acquired all of the right, title and interest in and to the Liquor License in an ABC Board approved transfer; and

THAT, Three Bears Alaska, Inc. an Alaska Business Corporation, after acquiring and operating the Liquor License as required by statute and regulation, became an approved Licensee owning the Liquor License; and

THAT Three Bears Alaska, Inc. an Alaska Business Corporation has sold the Liquor License along with the Real property and Personal property previously owned by the Bear's Den Lounge to the Current Licensee which currently operates at Mile 1312 Alaska Hwy, Tok, Alaska 99780; and

THAT Three Bears Alaska, Inc. an Alaska Business Corporation has financed the sale of the License, Real property and the Personal property and, as a result, retains a Security Interest in the License, Real property and the personal property and other property rights and a Deed of Trust in the real property as set forth in the parties June 19, 2020 Contract for Purchase & Sale; and

THAT the transfer of the License from the Three Bears Alaska, Inc. to the Current Licensee was recognized and approved ABC Board on \_\_\_\_\_, 2020 as a secured transaction under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106; and

THAT, as a result of the transfer of all of the License, Real property, and the personal property and improvements, under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the Three Bears Alaska, Inc. has, in the event of the Current Licensee's default in its obligations under the terms of the Transaction Documents (on file with the ABC Board), has the absolute right to retransfer the License, Real property and the personal property without satisfaction of other creditors of the licensed business.

The Transaction Documents pertinent to this transfer are on file at the Alcoholic Beverage Control Board.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020 at Wasilla, Alaska.

Prior Licensee  
Three Bears Alaska, Inc.

Current Licensees  
Helena & Robert, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Robert Nelson  
(Member)

By: \_\_\_\_\_  
Helena Fix  
(Member)

After Recording Please Return Original to:  
DORSEY & WHITNEY LLP  
1031 West Fourth Avenue  
Suite 600 | Anchorage, AK 99501-5907

## **PROMISSORY NOTE**

\$285,000.00

\_\_\_\_\_, 2020  
Tok, Alaska

FOR VALUE RECEIVED, Helena & Robert, LLC, an Alaskan Limited Liability Company AND its Principals, Robert Nelson and Helena Fix whose address for all purposes herein is P.O. Box 564, Tok, Alaska 99780, hereinafter "Makers", promise to pay to:

Three Bears Alaska, Inc., hereinafter "Holder"

the total sum of TWO HUNDRED AND EIGHTY-FIVE THOUSAND and NO/100s DOLLARS (\$285,000.00), lawful money of the United States of America, with interest thereon, in like money, at the rate five percent (5%) per annum, from the \_\_\_ day of \_\_\_\_\_, 2020 as follows:

The sum of One thousand eight hundred eighty\_\_\_\_\_ DOLLARS AND 87/100s CENTS (\$1880.87) or more, including interest, on the first (1<sup>st</sup>) day of \_\_\_\_\_ 2021, and on the first (1<sup>st</sup>) day of each and every month thereafter. The entire principal and all interest is paid in full in \_\_\_\_\_ 20\_\_\_\_.

Buyer and Seller agree that there will be no payments for the first 6 months of this Note. Interest will start to accrue on the date of execution of this Note. Accrued interest during the first 6 months of this Note will be added to the principal at the end of the first 6 months and interest will accrue on the revised principal for 20 years.

The monthly payments shall be made to Holder at 445 N. Pittman, Suite B, Wasilla AK 99623.

Any payment not made within the first ten (10) days of the monthly due date set out above, shall require the payment of a late payment fee equal to five percent (5%) of the monthly payment then due, which late payment shall be due and payable concurrent with the late monthly payment.

In the event that any payment, along with any late payment that may be due, shall not be made within Forty Five (45) days of the monthly due date for



that payment, the Makers shall be in default, without any further notice from the Holder to the Makers being required. In the event that the Makers shall default, the principal balance and all accrued interest may, at the option of the Holder, be immediately due and payable in full.

The Makers may prepay the principal amount due or any part thereof at any time without any consent of the Holder being required.

Pursuant to AS 34.20.160, the Makers are obligated and fully liable for the amount due under this Note. In the event of default, the Holder has the right to sue on this Note and obtain a judgment against the Makers individually and jointly and severally for satisfaction of the amount due under this Note before a foreclosure of the Deed of Trust under AS 09.45.170-09.45.220 as required by the provisions of 3 AAC 304.106

The Makers hereby waive diligence, presentment, notice of protest, dishonor, and nonpayment and are bound as principals and not as sureties. In the event of default, the Makers agree to pay to Holder, all court or other collection costs and charges, including reasonable actual attorneys' fees and all costs of protecting property which is pledged for the repayment of this Note.

Payment of this Note is secured by a Deed of Trust and by a Security Agreement both of which are dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the event the Makers default in their payment and performance requirements of the Deed of Trust and/or the Security Agreement or as required by any other agreements and obligations of the Makers to the Holder as set forth in any of the Transaction Documents which secures the payment of this Note or any other requirements of the Transaction Documents and fail to cure their default within the time for cure as provided in herein, then, at the option of the Holder, the principal balance and all accrued interest shall, without further notice, be immediately due and payable.

Failure to exercise this option to accelerate the balance due on this Note in the event of any one default, shall not constitute a waiver of the right of the Holder to exercise the same in the event of any subsequent default.

This Note shall be construed according to the laws of the State of Alaska.

DATED at Tok, Alaska this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Helena & Robert, LLC



By: \_\_\_\_\_

Robert Nelson

Its: Member

By: \_\_\_\_\_

Helena Fix

Its: Member

\_\_\_\_\_  
Robert Nelson, as an individual

\_\_\_\_\_  
Helena Fix, as an individual

## **IRREVOCABLE LIMITED POWER OF ATTORNEY**

### **THIS POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND IS THEREFORE IRREVOCABLE**

PURSUANT TO the terms and conditions of the Contract for the Purchase and Sale dated June 19, 2020, and the other Transaction Documents described herein, all of which are to be executed at the closing of the sale of certain personal property located at Mile 1312 Alaska Hwy, Tok, Alaska 99780 the sale of the Beverage Dispensary Liquor License No. 1269 (hereinafter "License") and the sale of the real property, and personal property, furniture, fixtures and equipment located thereon.

Helena and Robert, LLC, an Alaskan Limited Liability Company whose address for all purposes herein is P.O. Box 564, Tok, Alaska 99780 (hereinafter "Current Licensee") now operating that certain Beverage Dispensary Liquor License No. 1269 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board"), the liquor license, real property, and the personal property as part of the transaction described herein and as identified in the Transaction Documents described below, Robert Nelson, as an individual, and Helena Fix, as an individual.

HEREBY IRREVOCABLY appoint Three Bears Alaska, Inc. an Alaska Corporation (hereinafter "Prior Licensee") whose address for all purposes herein is 445 N. Pittman Road, Suite B, Wasilla, Alaska, 99623, as the Current Licensee's attorney-in-fact, with full power of substitution, for the purpose of executing and delivering any and all documents and otherwise taking any and all steps whatsoever required or pertinent to the retransfer, renewal or operation of said License in the event of the Current Licensee's default in its payment or performance obligations set forth in the Transaction Documents.

This appointment is made for the sole purpose of securing the obligations set forth in the following Transaction Documents:

- a) Contract for the Purchase & Sale dated June 19<sup>th</sup>, 2020 and;
- b) Security Agreement dated \_\_\_\_\_, 2020.
- c) Promissory Note dated \_\_\_\_\_, 2020.
- d) Irrevocable Limited Power of Attorney dated \_\_\_\_\_, 2020

e) Deed of Trust dated \_\_\_\_\_, 2020.

Absent default by the Current Licensee under any of the payment or performance obligations as set forth in these Transaction Documents, this Power of Attorney shall be without force and effect. Failure to submit the biennial renewal forms to the Alcoholic Beverage Control Board by December 1 of the year the biennial renewal forms are due is a default.

In the event of default by the Current Licensee in its payment or performance obligations under the Transaction Documents described herein or as otherwise set out in related documents, the Current Licensee, Robert Nelson, and Helena Fix irrevocably and unconditionally authorize the Prior Licensee, (as Current Licensees' attorney-in-fact), to execute and deliver any and all documents and otherwise take any and all steps whatsoever required or pertinent to the operation, retransfer or renewal of the License in order to effectuate the terms and provisions of the Transaction Documents and to secure the Prior Licensee's rights set forth therein.

The purpose of this Irrevocable Power of Attorney is to enable Three Bears Alaska, Inc., as a prior licensee holding a security interest in the License, in the event of Current Licensee's default, to have the same rights and powers with respect to the License, which is the subject hereof, that the Prior Licensee has and could have in all instances when the operation, retransfer, renewal or any other disposition of the License is involved.

In no event shall this Irrevocable Power or Attorney be deemed to create any liability or responsibility on the part of Three Bears Alaska, Inc. with respect to the License, unless and until the legal and equitable title thereto shall re-transferred to Three Bears Alaska, Inc.

This Irrevocable Power of Attorney shall bind and inure to the benefit of the parties herein named, their heirs, administrators, executors, assigns or

other successors in interest.

DATED at Tok, Alaska this \_\_\_\_ day of \_\_\_\_\_, 2020.

Helena & Robert, LLC

By: \_\_\_\_\_

Robert Nelson

Its: Member

By: \_\_\_\_\_

Helena Fix

Its: Member

\_\_\_\_\_  
Robert Nelson, individually

\_\_\_\_\_  
Helena Fix, individually

STATE OF ALASKA                    )  
                                                  ) ss.  
\_\_ JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, ROBERT NELSON to me known and known to be the individual described in and who executed the foregoing Irrevocable Power of Attorney as the MEMBER OF HELENA AND ROBERT, LLC and as an individual.

He acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
                                                  ) ss.  
\_\_ JUDICIAL DISTRICT )



THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared HELENA FIX, to me known and known to be the individual described in and who executed the foregoing Irrevocable Power of Attorney as the MEMBER OF HELENA AND ROBERT, LLC and as an individual

She acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_



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:	Three Bears Alaska, Inc.	License #:	1269
License Type:	Beverage Dispensary	Statutory Reference:	04.11.090
Doing Business As:	Bear's Den Lounge		
Premises Address:	Mile 1312 Alaska Hwy		
City:	Tok	State:	AK
		ZIP:	99780
Local Governing Body:	Outside City Limits/ Unorganized Borough		

**Transfer Type:**

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	1288499
Board Meeting Date:		License Years:	
Issue Date:		BRE:	



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:	Helena & Robert, LLC				
Doing Business As:	Bear's Den Lounge				
Premises Address:	Mile 1312 Alaska Hwy				
City:	Tok	State:	AK	ZIP:	99780
Community Council:	N/A				

Mailing Address:	P.O. Box 564				
City:	Tok	State:	AK	ZIP:	99780

Designated Licensee:	Robert Nelson				
Contact Phone:	907-940-0007	Business Phone:	907-940-0007		
Contact Email:	trappinglife99780@yahoo.com				

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

**Section 3 – Premises Information**

Premises to be licensed is:

an existing facility     a new building     a proposed building

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

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

0.8 Miles

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

0.8 Miles





Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 4 – Sole Proprietor Ownership Information

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

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

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

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

## Section 5 – Entity Ownership Information

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

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

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

Entity Official:	Robert Nelson				
Title(s):	Member	Phone:	907-940-0007	% Owned:	50
Address:	P.O. Box 564				
City:	Tok	State:	AK	ZIP:	99780





Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

Entity Official:	Helena Fix				
Title(s):	Member	Phone:	907-940-0006	% Owned:	50
Address:	P.O. Box 564				
City:	Tok	State:	AK	ZIP:	99780

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 #:	10131726	AK Formed Date:	5/7/2020	Home State:	AK
Registered Agent:	Robert Nelson	Agent's Phone:	907-940-0007		
Agent's Mailing Address:	P.O. Box 564				
City:	Tok	State:	AK	ZIP:	99780

Residency of Agent: Yes    No

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



Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

## 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:

The Law Offices of Ernouf & Coffey, P.C. is assisting with the transfer application process.



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.

Three Bears Investment Group, LLC

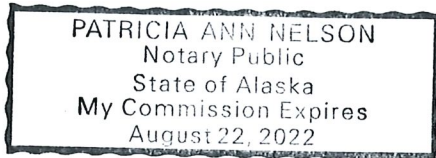
By: [Signature]

Signature of transferor

Stephen D. Mierop, Member

Printed name of transferor

Subscribed and sworn to before me this 22<sup>nd</sup> day of September, 2020.



[Signature]

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 08/22/2022

Three Bears Investment Group, LLC

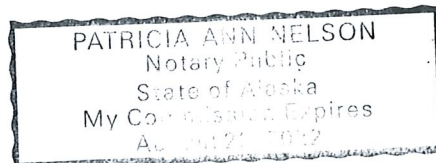
By: [Signature]

Signature of transferor

David A. Weisz, Member/Manager

Printed name of transferor

Subscribed and sworn to before me this 22<sup>nd</sup> day of September, 2020.



[Signature]

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 08/22/2022





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.

ew

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

ew

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.

ew

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.

ew

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

ew

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.



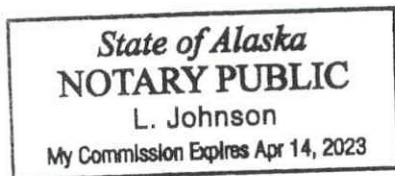
Signature of transferee

Robert Nelson

Printed name

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

  
Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 04-14-2023



## 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:	Helena & Robert, LLC	License Number:	1269		
License Type:	Beverage Dispensary				
Doing Business As:	Bear's Den Lounge				
Premises Address:	Mile 1312 Alaska Hwy				
City:	Tok	State:	AK	ZIP:	99780



Alaska Alcoholic Beverage Control Board

**Form AB-02: Premises Diagram**

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**Section 2 – Detailed Premises Diagram**

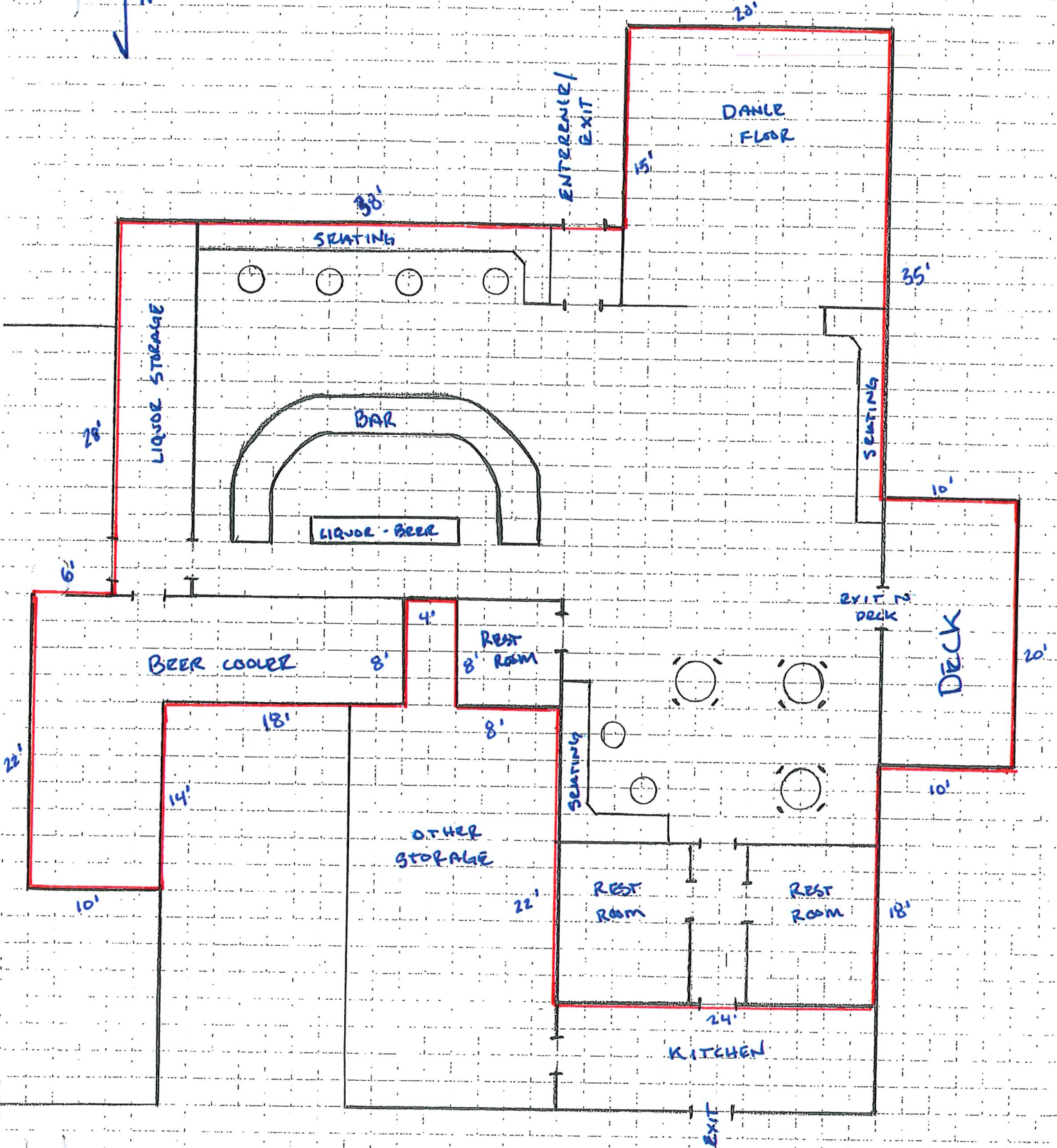
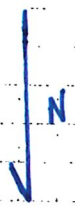
Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas 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.

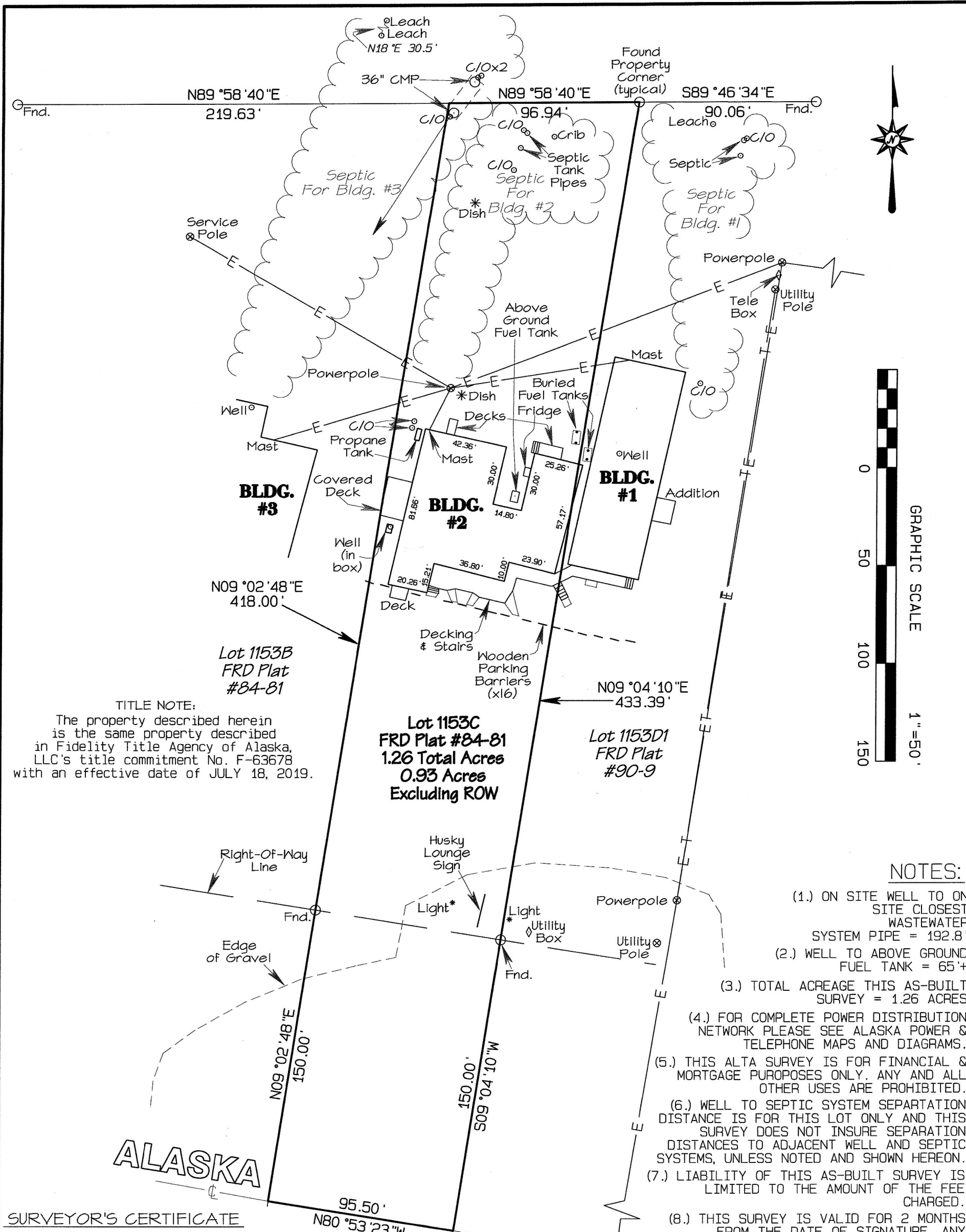
---



PARKING LOT

ALASKA HWY ↑  
≈ 320'





**TITLE NOTE:**  
 The property described herein is the same property described in Fidelity Title Agency of Alaska, LLC's title commitment No. F-63678 with an effective date of JULY 18, 2019.

Lot 1153B  
 FRD Plat #84-81

Lot 1153C  
 FRD Plat #84-81  
 1.26 Total Acres  
 0.93 Acres  
 Excluding ROW

Lot 1153D1  
 FRD Plat #90-9

**NOTES:**

- (1.) ON SITE WELL TO ON SITE CLOSEST WASTEWATER SYSTEM PIPE = 192.8'
- (2.) WELL TO ABOVE GROUND FUEL TANK = 65'+
- (3.) TOTAL ACREAGE THIS AS-BUILT SURVEY = 1.26 ACRES
- (4.) FOR COMPLETE POWER DISTRIBUTION NETWORK PLEASE SEE ALASKA POWER & TELEPHONE MAPS AND DIAGRAMS.
- (5.) THIS ALTA SURVEY IS FOR FINANCIAL & MORTGAGE PURPOSES ONLY, ANY AND ALL OTHER USES ARE PROHIBITED.
- (6.) WELL TO SEPTIC SYSTEM SEPARTATION DISTANCE IS FOR THIS LOT ONLY AND THIS SURVEY DOES NOT INSURE SEPARATION DISTANCES TO ADJACENT WELL AND SEPTIC SYSTEMS, UNLESS NOTED AND SHOWN HEREON.
- (7.) LIABILITY OF THIS AS-BUILT SURVEY IS LIMITED TO THE AMOUNT OF THE FEE CHARGED.
- (8.) THIS SURVEY IS VALID FOR 2 MONTHS FROM THE DATE OF SIGNATURE. ANY RE-USE AFTER 2 MONTHS MAY REQUIRE AN UPDATE SURVEY.
- (9.) NO FLOOD ZONE CLASSIFICATION. THIS AREA HAS NOT BEEN MAPPED BY FEMA, AKA NO FIRM MAP HAS BEEN PRODUCED. THERE IS NO IMMINENT FLOOD RISK TO THIS PROPERTY. THE TOK RIVER IS APPROX. 4.5 MILES FROM THIS PROPERTY.
- (10.) THE PHYSICAL ADDRESS FOR THIS PROPERTY ACCORDING TO THE OWNER IS: MILE 1313.2 ALASKA HWY, TOK, ALASKA 99780.

**SURVEYOR'S CERTIFICATE**

I, Arthur J. Saarloos, a Registered Land Surveyor in the State of Alaska hereby certify that I am familiar with the property described hereon and that the improvements located thereon lie wholly within the property lines and do not overlap onto the property adjacent thereto and that no improvements on the adjacent property encroach upon the property in question and that there are no roadways, transmission lines or other visible easements except as shown hereon.

To: Bank of America, N.A., Fidelity Title Agency of Alaska, LLC and Chicago Title Insurance Company and Three Bears Alaska, Inc., as the owner.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA / NSPS, and includes Items 2, 3, 4, 13 & 16 of Table A thereof. The fieldwork was completed on August 22, 2019.

Orig. Surveyed: JULY 3, 2017 AJS  
 Update: AUG 22, 2019 AJS  
 Drawn: AUG 23, 2019 SPS

An ALTA Survey for:  
 THREE BEARS ALASKA, INC.  
 of  
 Lot 1153C, YOUNG SUBDIVISION,  
 FRD Plat #84-81,  
 ALL located within Township 18 North, Range 13 East,  
 Copper River Meridian, State of Alaska.

SCALE: 1" = 50' 100% SCALE ON 11" X 17" VERSION: FINAL, 8/22/19

by: *Arthur J. Saarloos*; 23 AUG 19  
 Arthur J. Saarloos, L.S. 2238-S Date

Delta Surveys Assoc.  
 P.O. Box 197  
 Delta Jct., AK 99737  
 (907) 895-4280 / 4506 Fax  
 deltasurveys@gmail.com

HYP2 "1089A" & "TOKTEST"  
 BOOK 61 PG. 57 & 60  
 Checked: *AS*

DSA JOB#1089A



**Helena & Robert, LLC**  
**Outside Security Plan**

Helena & Robert, LLC d.b.a. Bear's Den Lounge is located at Mile 1312 Alaska Hwy, Tok, Alaska 99780. The outside deck/patio portion of the premises includes a wood fence around the outside, the height is approx. 8'. There will be a manager on site at all times, and when the outdoor serving area is open (weather and staffing dependent), there will be waiting staff walking between the indoor seating area, and outdoor area to monitor alcohol consumption. When the indoor seating area is open and the outdoor seating area is closed, doors to the outdoor seating area will be closed and used only for emergency egress. Waiting staff in the indoor seating area will monitor to ensure patrons do not attempt to use the outside area when it is closed.



**From:** Steve Mierop  
**To:** [Baker, Randi B \(CED\)](#)  
**Cc:** [Alcohol Licensing, CED ABC \(CED sponsored\)](#)  
**Subject:** RE: AB-14 (Diagram Change) question for Bear's Den Lounge 1269  
**Date:** Thursday, April 9, 2020 12:34:35 PM

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Randi,

The deck is completely enclosed with a lattice fence that is a little over six feet high. The fence comes close enough to the ground that a drink cannot be passed under it without spilling. The deck itself is about two feet off the ground, which makes the top of the lattice fence over eight feet high from the outside, which makes it very hard to pass anything over the fence. Further, we have a security camera out on the deck with a monitor inside that is fully visible from the bar so that staff can observe what's going on out on the deck. The monitor also displays other areas, which results in staff scanning it very frequently because at a glance they can see almost everything that's going on in the whole bar and outside.

Finally, there is no outside access to the deck and the door out to the deck is fully visible from, and only about 20 or 25 feet away from the bar. Plus, staff members go out onto the deck periodically to pick up glasses, clean up, and make sure everything is in order.

Please let us know if you need anything else.

Thanks for your help, and keep safe.

All the best,

Steve

VP/CFO  
907-357-4311 x303 Voice  
907-357-4312 Fax  
907-980-0721 Mobile  
[Steve@ThreeBearsAlaska.com](mailto:Steve@ThreeBearsAlaska.com)



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Alaska Alcoholic Beverage Control Board

**Form AB-09: Statement of Financial Interest**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	Helena & Robert, LLC				
License Type:	Beverage Dispensary	EIN:	85-1395259		
Doing Business As:	Bear's Den Lounge				
Premises Address:	Mile 1312 Alaska Hwy				
City:	Tok	State:	AK	ZIP:	99780

**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.

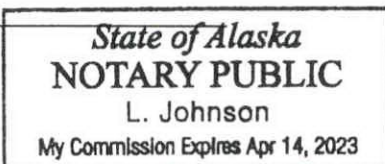
Signature of licensee

Robert Nelson

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska



My commission expires: 04.14.2023

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





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:	Helena & Robert, LLC			
License Type:	Beverage Dispensary			
Doing Business As:	Bear's Den Lounge			
Premises Address:	Mile 1312 Alaska Hwy			
City:	Tok	State:	AK	ZIP: 99780

**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: 9/11/20 End Date: 9/21/20

Other conspicuous location: Tok General Store: 1313 Alaska Hwy, Tok, AK 99780

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

[Signature]

Signature of licensee

Robert Nelson

Robert Nelson

Printed name of licensee



[Signature]  
Signature of Notary Public  
Deputy Magistrate  
Alaska

Notary Public in and for the State of \_\_\_\_\_

**WHEN DUTIES TERMINATE**

My commission expires: \_\_\_\_\_

Subscribed and sworn to before me this 21 day of Sept, 2020.





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:	Three Bears Alaska, Inc.	License Number:	1269		
License Type:	Beverage Dispensary				
Doing Business As:	Bear's Den Lounge				
Premises Address:	Mile 1312 Alaska Highway				
City:	Tok	State:	Alaska	ZIP:	99780
Federal Tax ID # / EIN:	92-0081221				

**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
K&L Distributors	DianeGuintu@kldistributor.com	\$867.53
Odom Corp.	Fred.Rychard@odomcorp.com	\$233.06
Southern Glazers	Fred.Rychard@odomcorp.com	\$198.96



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

**Section 3 – Transferor Certifications**

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

Initials

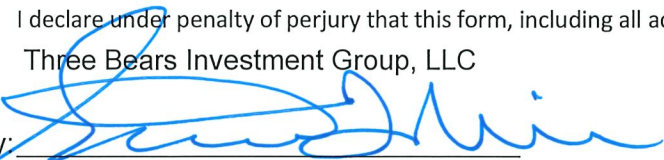
I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.



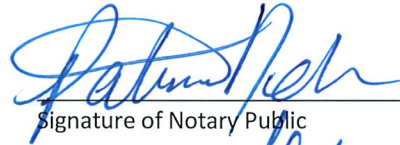
I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Three Bears Investment Group, LLC

By:

  
Signature of transferor

Stephen D. Mierop, Member  
Printed name of transferor

  
Signature of Notary Public

Notary Public in and for the State of

Alaska

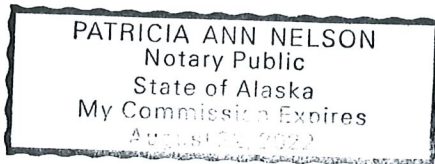
My commission expires:

08/22/2020

Subscribed and sworn to before me this

22<sup>nd</sup> day of

September, 2020



Athabascan Fiddlers Association

dba KRFF 89.1 Voice of Denali  
 PO Box 75464  
 Fairbanks, AK 99707-5464

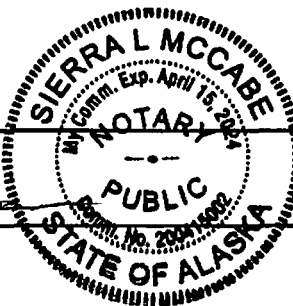
# Invoice

Date	Invoice #
7/7/2020	100115

<b>Bill To</b>
Law Offices of Ernouf & Coffey Attn Amanda P.O. Box 212314 Anchorage, Ak 99503-2314 ashawcross@eclawfirm

Order Number	Terms
	Net 30

Quantity	Item Code	Serviced	Description	Duration	Rate	Amount
			SCRIPT: Three Bears Alaska, Inc., dba Bear's Den Lounge located at Mile 1312 Alaska Hwy., Tok, Alaska 99780 is applying for transfer of a Beverage Dispensary AS 04.11.090 liquor license to Helena & Robert, LLC. d.b.a Bear's Den Lounge. Under the terms of AS 04.11.360(4)(B), AS 04.11.670, and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors. Interested persons should submit written comment to their local governing body, the applicant, The Law Offices of Ernouf & Coffey, P.C. at P.O. Box 212314, Anchorage, Alaska 99521 and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov. License transfer from Three Bears Alaska dba Bears Den Lounge			
	Underwriting	6/25/2020	Time Aired: 9:05am	0:60	30.00	30.00
	Underwriting	6/26/2020	Time Aired: 9:55am	0:60	30.00	30.00
	Underwriting	6/29/2020	Time Aired: 9:05am	0:60	30.00	30.00
	Underwriting	7/1/2020	Time Aired: 9:30am	0:60	30.00	30.00
	Underwriting	7/6/2020	Time Aired: 9:55am	0:60	30.00	30.00
	Underwriting	7/7/2020	Time Aired: 9:05am	0:60	30.00	30.00
	Underwriting		Voice Over Production		50.00	50.00



*Sierra McCabe*

**Total** \$230.00

**AMCO received 9/30/20**





# **Helena & Robert, LLC**

An Alaskan Limited Liability Company

## **OPERATING AGREEMENT**

Effective May 7, 2019

### **SECURITIES NOTICE**

*THE MEMBERSHIP INTERESTS REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR PURSUANT TO THE PROVISIONS OF ANY STATE SECURITIES ACT. CERTAIN RESTRICTIONS ON TRANSFERS OF INTERESTS ARE SET FORTH HEREIN.*

### **RECITALS**

The Articles of Organization of Helena & Robert, LLC, dated May 7, 2020, were submitted to the State of Alaska Department of Commerce and Economic Development, Division of Banking, Securities, and Corporations, and a Certificate of Organization was issued May 7, 2020.

The current Members desire by this Agreement to formalize their objectives concerning the operation of the Bear's Den Lounge in Tok, Alaska and to set forth their respective rights and obligations in full detail with respect to his ownership and operation of the Company.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement is hereby adopted and approved by its members, Helena & Robert, LLC.

### **ARTICLE I** **DEFINITIONS:**

The following terms used in this Agreement shall have the following meanings:

- a) "Agreement" means this Agreement of the Company as originally adopted and as amended from time to time as the limited liability company agreement of the Company for purposes of the Act.

- b) "Act" shall mean the Alaskan Limited Liability Company Act, as the same may be amended from time to time.
- c) "Capital Account" means, with respect to any Member, the account maintained for such Member in a manner, which the Members determine in with Article 6 of this Agreement.
- d) "Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made.
- e) "Articles of Organization" means the Articles filed with the State of Alaska forming the Company in 2020.
- f) "Code" means the Internal Revenue Code.
- g) "Company" means Helena & Robert, LLC, an Alaska limited liability company.
- h) "Fiscal Year" means the Company's fiscal year, which shall be the calendar year.
- i) "Capital Account" means the contribution to the capital of the Company made by a Member as adjusted pursuant to this Agreement.
- j) "Majority in Interest" means a combination of Members who, in the aggregate, own more than fifty percent (50%) of the Membership Interests.
- k) "Member" means each person designated as a Member in this agreement, or any successor or successors to all or any part of any such person's interest in the Company, or any additional Member admitted as a Member of the Company, but does not include anyone who has ceased to be a Member of the Company. "Members" means all such persons collectively in their capacity as Members of the Company.
- l) "Membership Interest" means the percentage of ownership interest of a Member of the Company at any particular time. The current Membership Interest is set forth on Exhibit "A".



**ARTICLE II**  
**INFORMATION CONCERNING THE COMPANY**

2.1 Name: The name of the Company is Helena & Robert, LLC.

2.2 Principal Place of Business: The principal place of business of the Company shall be at Mile 1312 Alaska Highway, Tok Alaska 99780. The Company may locate its place(s) of business at any other place or places, as the Members may deem necessary or advisable.

2.3 Registered Office and Agent: The Company's registered office is P.O. Box 564, Tok Alaska 99780. The registered agent is Robert Nelson. The Members may change the registered office and/or registered agent from time to time by filing a statement of such change with the State of Alaska in the manner provided by law.

2.4 Purposes and Powers: The purpose and character of the business of the Company shall be to own and operate property management and ownership business in the State of Alaska.

a) The Company shall have any and all powers which are necessary to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act.

b) The Company shall carry out the foregoing activities pursuant to the arrangements set forth in the Articles of Organization of the Company and this Agreement.

**ARTICLE III**  
**MANAGEMENT**

3.1 Management: Subject to paragraph 3.2 below, the management of the Company shall be vested in the Members in proportion to their Membership Interests, with the decisions of Members owning more than fifty percent (50%) of the Membership Interests controlling. Each of the matters detailed on Exhibit "B" hereto will require the consent of a Majority of the Members.

3.2 Day-to-Day Management: Management of the day-to-day business affairs of the Company will be vested in Robert Nelson. He is charged with the duties and responsibilities to make such decisions and determinations as are

necessary and appropriate for the day-to-day operation of the business, while keeping other future Members informed, as set forth on Exhibit "C" attached.

3.3 Conflicts of Interest: Subject to the other express provisions of this Agreement, including Section 3.4, a Member of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others with no obligation to offer the Company or any other Member the right to participate therein. The Company may transact business with any Member, or affiliate thereof, provided the terms of those transactions are no less favorable than those the Company would obtain from unrelated third parties.

3.4 Confidentiality: No Member shall disclose, other than as may be required in the performance of the business of the Company, and then only on a need-to-know basis, any confidential or proprietary information related to the Company's business.

a) All Members shall use their best efforts, and exercise utmost diligence, to protect and safeguard Company trade secrets and confidential and proprietary information of the Company, including, but not limited to, the amount paid to employees of the Company, its arrangements with suppliers, clients, and customers, its financial records, operations manuals, technical data, business records, compilations of information, computer software, processes, programs, products, and services, which information shall be the exclusive property of the Company.

3.5 Non-competition clause: The Members agree that none of them will, while Members of the Company, engage in the operation of any competitive business anywhere within the Tok, Alaska.

3.6 Bank Accounts: The funds of the Company will be kept in such bank accounts, liquid asset accounts, certificates of deposit, or similar accounts as may be designated by a Majority in Interest of the Members. The Managing Member will sign checks drawn on such funds in any such account.

#### **ARTICLE IV INDEMNIFICATION**

4.1 Policy of Indemnification and Advancement of Expenses: To the full extent permitted by the Act, as amended from time to time, and only to the extent that the assets of the Company are sufficient therefor, the Company



shall indemnify any Member of the Company, against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorney's fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Member of the Company, and shall advance to such person such reasonable expenses as are incurred by such person in connection therewith; provided, however, that no person shall be entitled to indemnification under this Article IV for liabilities or expenses arising as a result of the gross negligence or willful misconduct of such person.

4.2 Definitions: For purposes of this Article, "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

4.3 Non-Exclusive and Continuous: The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the person claiming indemnification may be entitled under any agreement, any vote of Members or otherwise, both as to any action in his or her official capacity, and as to any action in another capacity while holding such position, and shall continue as to a person who shall have ceased to be a Member or employee of the Company engaged in any other enterprise at the request of the Company and shall inure to the benefit of the heirs, executors and administrators of such person.

4.4 Indemnification of Employees or Agents: The Company may indemnify an employee or agent who is not a Member to such extent, consistent with law, as may be agreed by contract with the employee or as permitted or required by common law.

## **ARTICLE V**

### **MEETINGS OF MEMBERS**

5.1 Place and Manner of Meetings: All meetings of the Members shall be held in Tok, Alaska or at such other place within Alaska as may be determined by a Majority of the Members and as set forth in the respective notice or waivers of notice of such meeting. Members may participate in such meetings by means of conference telephone and similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a Person participates in the meeting for



the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.2 Special Meetings of Members: Special meetings of the Members may be called by a majority of the Members. Business transacted at all special meetings shall be confined to the purpose stated in the notice.

5.3 Notice of Meetings of Members: Written or printed notice stating the place, day, and hour of the meeting and, in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than twenty-one (21) days before the date of the meeting, either personally or by mail. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States mail addressed to the Member at the Member's address as it appears on the transfer records of the Company, with postage prepaid.

5.4 Manner of Voting: Any vote may be taken by voice vote or by show of hands unless someone entitled to vote objects, in which case written ballots shall be used.

5.5 Registered Members: The Company shall be entitled to treat the holder of record of any Membership Interest as the holder of such Membership Interest for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other Person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Alaska.

5.6 Actions Without a Meeting: Any action required by the Act to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice, and without a vote if a written consent or consents in writing, setting forth the action so taken, shall have been signed by the Members entitled to vote with respect to the action that is the subject matter of the consent, and such consent shall have the same force and effect as a unanimous vote of the Members.

5.7 Nature of Membership Interest: A Membership Interest is personal property. The Membership Interest shall represent an interest in the Company, not an interest in the Company's property. A Member shall have no interest in specific property of the Company which shall be the property of the Company.

**ARTICLE VI**  
**CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS**

6.1 Capital Accounts: A separate Capital Account will be maintained for each Member by the Company's accountant in connection with the maintenance of the books and records of the Company.

- a) Each Member's Capital Account will be increased by:
  - i) the amount of money contributed by such Member to the Company;
  - ii) the fair market value as agreed by a majority in interest of any property contributed by such Member to the Company as agreed;
  - iii) the amount of any Company liabilities that are expressly assumed by such Member or that are secured by any Company property distributed to such Member; and
  - iv) the amount of profits allocated to such Member.
  
- b) Each Member's Capital Account will be decreased by:
  - i) the amount of money distributed to such Member by the Company as agreed by a majority in interest;
  - ii) the fair market value of any property distributed to such Member by the Company;
  - iii) the amount of any liabilities of such Member that are expressly assumed by the Company or that are secured by any property contributed by such Member to the Company; and
  - iv) the amount of losses allocated to such Member.
  
- c) In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred interest.
  
- d) The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Internal Revenue Code and the Treasury Regulations promulgated thereunder,



and shall be interpreted and applied in a manner consistent therewith. The Members agree to make appropriate modification if unanticipated events might otherwise cause this Agreement not to comply with the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

6.2 Additional Capital: If additional funding is required, the Company will be expected to provide for the same from its own resources, or by way of loans from the Company's bank, without recourse to the Members.

a) No Member will be obligated, except as expressly set forth in this Agreement, to provide any such additional funding from his or her own resources or to guaranty any such additional funding.

6.3 Repayment of Capital Contribution: No Member will have the right to receive a return of all or any part of his or her Capital Contribution, except as expressly provided in this Agreement or in the event of dissolution or liquidation of the Company, and then only to the extent of the net assets of the Company available for distribution.

6.4 Withdrawal or Reduction of Members' Contributions to Capital:

a) A Member shall not receive out of the Company's property any part of his or her Capital Contributions until all liabilities of the Company, except the liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay such liabilities.

b) No Member shall have the right to withdraw all or any part of his or her Capital Contribution, except as may be otherwise specifically provided in this Agreement. Subject to Section 9.2, under circumstances involving a return of any Capital Contributions, no Member shall have the right to receive property other than cash.

6.5 Liability of Members: Except with respect to any guaranties which the Members may enter into with respect to liabilities or obligations of the Company, no Member shall be liable for the debts, liabilities or obligations of the Company beyond his respective Initial Capital Contribution.

## **ARTICLE VII**



## **ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS**

7.1 Distributions: Subject to Article VI, above, the revenues of the Company, after payment of all past and current operating expenses, and after set-aside of a reasonable sum for contingencies of the Company, will be distributed, at least semi-annually, on or before the last day of the month following the end of every other quarter, to the Members in accordance with Sections 6.0-6.5 in proportion to their respective Membership Interests; provided however, without the written consent of a Majority in Interest of the Members, the amount of the semi-annual distribution of cash (if otherwise available for distribution) made to the Members in proportion to their respective Membership Interests shall never be less than the product of the net income of the Company that is taxable to the Members for Federal income tax purposes multiplied by the sum of the maximum marginal Federal and state income tax rates applicable to any Member of the Company.

7.2 Allocation of Profits and Losses: Profits and losses for any fiscal year shall be determined by the auditors for the Company in accordance with Generally Accepted Accounting Principles (GAAP) and allocated annually among the Members in proportion to their Membership Interests.

7.3 Code Section 704: Income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members in accordance with Internal Revenue Code Section 704(c).

7.4 Limitation Upon Distributions: The Company may not make a distribution to its Members to the extent that such distribution is prohibited under the Act.

7.5 Records and Reports: At the expense of the Company, the Members and the firm's accountant shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records which shall be available for inspection by Members at all reasonable times during regular business hours:

- a) Copies of the federal, state and local information or income tax returns for each of the Company's six most recent tax years;
- b) Copies of the Articles of Organization and of this Agreement, all amendments or restatements and executed copies of any powers of attorney;

- c) Correct and complete books and records of account of the Company; and
- d) Any other books, records or documents required by the Act or other applicable law.
- e) Any Member may, at his or her expense, cause the books of the Company to be audited, reviewed or compiled at any time by accountants or auditors of his or her own choosing.

7.6 Returns and Other Elections: The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within seventy-five (75) days after the end of each Fiscal Year of the Company. All elections permitted to be made by the Company under federal or state laws shall be made by the Members.

**ARTICLE VIII**  
**ENCUMBRANCE OR TRANSFER OF MEMBERSHIP INTEREST**

8.1 Transfer Restrictions. No Member may sell, assign, pledge, encumber, or otherwise transfer his or her Membership Interest or his or her rights and obligations hereunder, in whole or in part, to any person whether or not that person is a Member or is not a Member, without the prior written consent of all of the other Members in the event of a sale or transfer or of a Majority in interest of the Members in the event of a pledge, assignment or encumbrance.

- a) If any Member is desiring to sell or transfer his or her Membership interest, that Member shall offer the interest to the non transferring Members who shall have the right to acquire, pro rata, the selling Member's interest on the same terms and conditions as it is being offered for sale to any third party.
- b) If any Member is seeking to pledge, assign or encumber his or her interest, such pledge, assignment or encumbrance shall require the approval of a Majority in Interest of the Members. In addition any agreement related to such pledge, assignment or encumbrance` shall provide that, in the event of the encumbering Member's default, that the other Members may cure such default and acquire, pro rata, the encumbering Member's interest.



c) If less than all of the acquiring Member's elect not to acquire the selling Member's interest, those acquiring Member's who so elect shall acquire on a pro rata basis the interest not acquired by the other Members. If no members elect to acquire the selling Member's interest, then the selling Member shall be entitled to sell his interest to the third party on the same terms and conditions as offered to the non-selling Members. Any third party who purchases the selling Member's interest shall be required to personally guarantee any obligations of the Company which are personally guaranteed by the non-selling Members to the same extent as the guarantees of the non-selling Members.

d) Any attempted sale, assignment, pledge, encumbrance or transfer of a Membership Interest in contravention of the foregoing provisions shall be null and void and of no force or effect.

8.2 Involuntary Encumbrance and Sale to Members: In the event any Member's interest is seized to satisfy any debts of that Member, the Remaining Member shall have the option to purchase that Member's interest in the manner described in Article IX below.

8.3 Successors in Interest: Anyone who takes or acquires any Member's interest shall, as a condition thereof, personally and individually assume all obligations of the Company that have been personally and individually guaranteed by the other Members

## **ARTICLE IX**

### **DISSOLUTION AND TERMINATION**

9.1 Automatic Dissolution. The Company will dissolve in the event that:

a) The Members mutually agree to dissolve the Company; or

b) All assets of the Company are disposed of; or

c) Upon the death, insanity, bankruptcy, withdrawal or legal incapacity of any Member or the occurrence of any other event that terminates the continued membership of any Member, unless the business of the Company is reconstituted and continued by the unanimous consent of all of the remaining Members.

9.2 Liquidation. Upon the dissolution of the Company under this Article, the Company shall continue solely for the purpose of winding up its affairs in an



orderly manner, liquidating its assets and satisfying the claims of its creditors and Members. The Company assets or the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

- a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors in order of priority as provided by law, except liability to Members on account of their Capital Contributions;
- b) Second, the balance, if any, to the Members in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

9.3 Articles of Dissolution: When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members according to their respective rights and interests, Articles of Dissolution shall be executed on behalf of the Company by any Member and shall be filed with the State of Alaska, and the Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company.

9.4 Dissolution Caused by Member/Seizure of Member's Interest by Creditor: In the event a Member (the "Withdrawing Member") causes, voluntarily or involuntarily, the dissolution of the business as the result of a bankruptcy or a Member's interest is seized by any creditor and not released within thirty (30) days, the Member causing the dissolution or a Member whose interest is seized and not released, shall, at the option of the other Remaining Members, receive in exchange for termination of all of that Member's interest in the Company, an unsecured promissory note from the Company bearing interest at six percent (6%) per annum simple interest in a principal amount equal to eighty percent (80%) of the Fair Market Value (defined below) of his Membership Interest payable in equal monthly installments over the term of seven (7) years.

9.5 Member's Bankruptcy: If any Member becomes bankrupt or his or her interest in the Company is seized by a creditor, the Member will immediately give the other Members written notice of such proceeding or action. Thereupon, the other Members will, for a period of ninety (90) calendar days following receipt of such notice, have the option to purchase the bankrupt Member's Membership Interest at its fair market value as determined in accordance with section 9.8 of this Article. Such option may be exercised by giving written notice thereof to the bankrupt Member (or to his legal representative) or to the creditor as the case may be. The terms of payment shall be as provided in section 9.4 above.

9.6 Purchase of Member's Interest upon the Death or Incapacity of Member: Upon the death of a Member, and provided the surviving Members unanimously agree to the continuation of the business, the surviving Members shall purchase, pro-rata, and the personal representative or estate of the deceased or incapacitated Member shall sell to the surviving Members, all of the interest owned by the deceased or incapacitated Member in the Company at the time of his death. If the surviving Members do not unanimously agree to reconstitute and continue the business, the Company shall be dissolved in the manner described herein.

9.7 Terms of Payment of Purchase Price for Deceased Member's Ownership Interest: The purchase price of the deceased Member's interest shall be paid as follows:

a) Upon the death of any Member, the Company shall proceed to collect any proceeds of the insurance policies carried on the deceased member's life (See Exhibit "D" for a list of life insurance policies owned by the Company). As soon as the Company has received such proceeds and the purchase price has been determined, the Company shall pay the purchase price to the estate of the deceased Member. Any insurance proceeds greater than the amount necessary to purchase the deceased Member's interest shall belong to the Company.

b) If there is no life insurance, the purchase price shall be evidenced by a promissory note from each individual purchasing Member and shall be paid as follows:

i) Ten percent (10%) of the purchase price paid as a down payment.

ii) The balance shall be paid in equal monthly installments with interest at seven percent (7%) per annum from the date of closing paid over a term of five (5) years. The unpaid balance of the purchase price shall be evidenced by non-negotiable promissory notes, executed by the surviving Members to the extent of their purchase and payable to the estate of the deceased Member or his heirs.

iii) At the time payment of any insurance proceeds is made or the promissory notes for the purchase price are executed, the holders of the deceased Member's interest shall transfer to the Company, by assignment in a form



acceptable to the surviving Members, all of the deceased Member's right, title and interest in the Company. The Company shall reissue the interest in the name of the purchasing Members.

iv) If the deceased Member's interest has been distributed by his estate prior to payment of the insurance proceeds, or if the purchase price exceeds the life insurance proceeds or if there is no life insurance in force at the time of the Member's death, each distributee of the deceased Member shall receive a pro rata share of the insurance proceeds or promissory note payments in accordance with that heirs percentage interest in the deceased Member's interest.

v) Upon payment of the indebtedness due under any Promissory Note, the Note shall be marked "Paid in Full" and delivered to the purchasing Member(s).

9.8 Valuation of Member's Interest: For the purpose of determining the purchase price to be paid for the interest of a deceased, bankrupt or withdrawing Member or his creditor, the value of each Member's interest in the Company shall be as agreed by the Members, as stated on Exhibit "E" attached hereto.

a) The Members and the Company agree to re-determine the value of each Member's interest annually within one hundred twenty (120) days following the end of each fiscal year. The value so agreed upon shall be endorsed and dated on a form substantially similar to Exhibit "E" attached to this Agreement, and signed by the Company and the Members.

b) If the Members and the Company fail to make a redetermination of value of each Member's interest for a particular year, the last previously stipulated value shall control. However, if the Members and the Company fail to re-determine the value of each Member's interest within the twenty-four (24) months immediately preceding either the date of death, the bankruptcy or with withdrawal of any Member, then the value of that Member's interest shall be determined as follows:

i) First, by agreement between by the withdrawing Member, his estate, his representative, his creditor or his trustee in bankruptcy and the surviving Members. If they do not agree



upon a valuation within one hundred twenty (120) days after the date of death, the appoint of a representative in the event of incapacity, the filing of bankruptcy or the assertion of any creditor's claim, then the value of the deceased Member's interest shall be determined by arbitration.

- ii) The withdrawing Member, his estate, his representative, his creditor or his trustee in bankruptcy and the surviving Members shall each name one arbitrator who is qualified to determine the value of the deceased, bankrupt or withdrawing Member's interest. The two arbitrators shall appoint a third arbitrator who is likewise qualified. The decision of the majority of the arbitrators shall be binding upon all parties. The costs of arbitration shall be borne equally by the deceased, bankrupt or withdrawing Member or his creditor and the surviving Members.

## **ARTICLE X** **ARBITRATION**

10.1 Arbitration: If, during the existence of the Company, the Members are unable to agree in a reasonable time on any matter with respect to which a decision must be made, or a material issue affecting a Member's interest, rights and obligations or liability under this Agreement cannot be resolved, or if, on termination no satisfactory arrangement can be made for settlement of each party's interest in the Company, the dispute or disputes shall be settled by arbitration by the American Arbitration Association in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association to be held in Fairbanks, Alaska. A Majority in Interest of the Members will select one arbitrator from the panel provided by the American Arbitration Association. The arbitrator will refer to the provisions of this Agreement and the laws of the State of Alaska for interpretation and enforcement of the Members' rights and responsibilities. The cost of such arbitration shall be borne equally by the Members involved. The arbitrator will then decide the matter or matters in dispute, and said determination shall be binding on the parties to this Agreement absent fraud or gross mistake of fact or law.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

11.1 Numbers and Gender: Where the context so indicates, the masculine shall include feminine and neuter; and the singular shall include the plural.

11.2 Application of Alaska Law: This Agreement and the application or interpretation hereof, shall to the extent of matters specifically provided for in the Act be governed exclusively by the law of the State of Alaska and the Act.

11.3 Notices: Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party, or if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's address as it appears in the Company's records, as appropriate. Except as otherwise provided herein, any such notice shall be deemed to have been given five (5) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

11.4 Waiver of Notice: Whenever, by statute or the Certificate of Formation or this Agreement, notice is required to be given to any Member or Members, a waiver thereof in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

11.5 Headings and Sections: The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Unless the context requires otherwise, all references in this Agreement to Sections or Articles shall be deemed to mean and refer to Sections or Articles of this Agreement.

11.6 Amendment of Articles of Organization and Agreement: Except as otherwise expressly set forth in this Agreement or the Articles of Organization of the Company, this Agreement may be amended, supplemented or restated only upon the unanimous written consent of all of the Members. Upon obtaining approval for any amendment to the Articles of Organization, the Members shall cause Articles of Amendment in accordance with the Act to be prepared, and such Articles of Amendment shall be executed by no less than all Members and shall be filed in accordance with the Act.

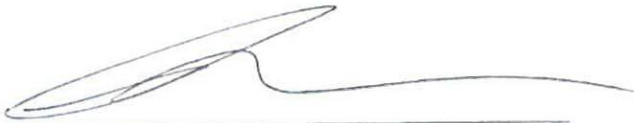
11.7 No Action for Partition: No Member shall have any right to maintain any action for partition with respect to any of the real property of the Company.

11.8 Binding Effect: Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members, their distributees, heirs, legal representatives, executors, administrators, successors and permitted assigns.

11.9 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Member who executed the same, but all of such counterparts shall constitute the same Agreement.

IN WITNESS WHEREOF, the undersigned, being all of the Members of the Company, have executed this Agreement on the dates indicated below.

DATED this 10 day of June 2020 at Tok, Alaska.



Robert Nelson



Helena Fix



**EXHIBIT A**

**NAMES, ADDRESSES, AND OWNERSHIP INTERESTS OF THE MEMBERS**

**As of June 10, 2020**

Robert Nelson	50%
P.O. Box 564,	
Tok, Alaska 99780	

Helena Fix	50%
P.O. Box 564,	
Tok, Alaska 99780	

Mailing Address of the Company:

Helena & Robert, LLC  
P.O. Box 564,  
Tok Alaska 99780

## **EXHIBIT B**

### **MATTERS REQUIRING THE CONSENT OF THE MAJORITY IN INTEREST**

Pursuant to Section 3.1 of the Agreement, the following matters will require the affirmative consent of a Majority in Interest of the Members:

1. The appointment of initial accountants or their replacement;
2. The selection or replacement of the Company's depository bank;
3. The initial adoption of a particular method, or a change in the method of, accounting used by the Company;
4. Any change in the fiscal year of the Company;
5. Creation of indebtedness for borrowed money by or on behalf of the Company;
6. Any material change in the business of the Company;
7. Any contract outside the ordinary and normal course of the Company's defined business;
8. Creation by or on behalf of the Company of any mortgage, charge, pledge or other security or lien upon the assets of the Company;
9. Any material agreement with any governmental authority;
10. Compromise or settlement of any lawsuit or claim, or the confession of any judgment, against the Company;
11. Any arrangement with respect to employment of any person by the Company which provides for compensation in excess of \$30,000 per year;
12. The adoption of any employee benefit plans;
13. Any investment in, or guarantee or indemnity of any obligation of, any person or entity;
14. Any change in the types, amounts and coverage's of insurance relating to the assets and operations of the Company to be obtained by the Company, as well as the insurer;

15. Any contract requiring the payment of more than \$4,000 in any one-month period, or more than \$50,000 during any 12-month period;
16. Any change of the name of the Company;
17. Any change of the principal place of business of the Company;
18. Any change of the place where the books of account of the Company are kept;
19. Determination of the amount of the periodic distributions to be made to the Members, and the reserves for obligations and contingencies to be retained by the Company;
20. Any contract having a term, including any possible extensions, extending beyond one (1) year;
21. Any change in the identity of the person or persons who are authorized to sign checks drawn on funds of the Company; or
22. Any change in the name or names in which property of the Company will be held.

NOTE: The voluntary dissolution of the Company shall require unanimous vote of the Members.

NOTE: Changes in the terms and provisions of this Operating Agreement require the unanimous vote of the Members.



### **EXHIBIT C: MEMBER'S RESPONSIBILITIES**

Pursuant to Section 3.2 of the Agreement, the following matters are the responsibility of the Member responsible for the day-to-day management which do not require the affirmative consent of a Majority in Interest of the Members:

1. Hiring and supervising the management staff and other personnel necessary for the proper operation of the Company;
2. The financial administration of the Company Business, including, but not limited to, the payment of all taxes imposed on the Company, the provision of accounting personnel and the establishment of accounting systems for the Company Business (payment of such taxes and personnel to be at Company expense), provided, however, the accounting and reporting methods employed by the Members shall be as provided in the Agreement and as subject to the provisions of Exhibit "B";
3. Securing at Company expense all insurance for the Company;
4. Implementing the business and marketing plan of the Company, provided however, the adoption of any business and marketing plan shall be subject to the approval of a Majority in Interest of the Members;
5. Observing and obeying, and causing the Company's personnel to observe and obey, all laws, rules and regulations of any appropriate governing authority for the operation of the Company. The Manager will also be responsible for obtaining at Company expense any and all necessary governmental permits for the use and operation of the Company;
6. Providing annual financial statements to the Members at the expense of the Company for the consideration and approval by a Majority in Interest;
7. Operating the bank accounts of the Company, and making all necessary deposits and disbursements, subject to the limitation on single signature checks as provided in Article III, paragraph 3.6;
8. Appointing, at Company expense, such additional personnel who shall assist in the management of the business.

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

## Certificate of Organization

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

**Helena & Robert, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **May 7, 2020**.

A handwritten signature in cursive script that reads "Julie Anderson".

Julie Anderson  
Commissioner



THE STATE of ALASKA

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

AK Entity #: 10131726
Date Filed: 05/07/2020
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-5/7/2020 11:11:13 AM

1 - Entity Name

Legal Name: Helena & Robert, LLC

2 - Purpose

To own and operate the Bear's Den Lounge in Tok and all activities legally related thereto.

3 - NAICS Code

722410 - DRINKING PLACES (ALCOHOLIC BEVERAGES)

4 - Registered Agent

Name: Robert Nelson

Mailing Address: P.O. Box 564, Tok, AK 99780

Physical Address: 1312 Alaska Highway, Tok, AK 99780

5 - Entity Addresses

Mailing Address: P.O. Box 564, Tok, AK 99780

Physical Address: 1312 Alaska Highway, Tok, AK 99780

6 - Management

The limited liability company is managed by its members.

7 - Officials

Table with 4 columns: Name, Address, % Owned, Titles. Row 1: Robert Nelson, [blank], [blank], Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Robert Nelson



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	Helena & Robert, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10131726

**Status:** Good Standing

**AK Formed Date:** 5/7/2020

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** P.O. BOX 564, TOK, AK 99780

**Entity Physical Address:** 1312 ALASKA HIGHWAY, TOK, AK 99780

### Registered Agent

**Agent Name:** Robert Nelson

**Registered Mailing Address:** P.O. BOX 564, TOK, AK 99780

**Registered Physical Address:** 1312 ALASKA HIGHWAY, TOK, AK 99780

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	Helena Fix	Member	50.00
	Robert Nelson	Member	50.00

## Filed Documents

Date Filed	Type	Filing	Certificate
5/07/2020	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
5/07/2020	Initial Report	<a href="#">Click to View</a>	

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