



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: September 14, 2022

FROM: Regina Cruz, OLE

RE: #243 Clear Sky Lodge

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 in the course of 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 in connection with 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 1274. 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

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)

Vicki Nelson
P.O. Box 478
Healy, AK 99743

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

OR

1b. INDIVIDUAL'S SURNAME

Clear Sky Lodge, Inc

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

HC 66 Box 27910

CITY

Nenana

STATE

AK

POSTAL CODE

99760

COUNTRY

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

Wooden

FIRST PERSONAL NAME

Boyd

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

HC 66 Box 27910

CITY

Nenana

STATE

AK

POSTAL CODE

99760

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

OR

3b. INDIVIDUAL'S SURNAME

Alaskan Lights, Inc.

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

P.O. Box 478

CITY

Healy

STATE

AK

POSTAL CODE

99743

COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

All furniture, Fixtures, Equipment, and Inventory, whether any of the foregoing is owned now or acquired later, all accession additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). Beverage Dispenser License #242 and Package Store License #243. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.107, the transferor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to retransfer of the licenses without satisfaction of other creditors.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing
☐ Bailee/Bailor ☐ Licensee/Licensor

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

19. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

20. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

20a. ORGANIZATION'S NAME Alaskan Lights, Inc.	
OR	
20b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME Wooden	FIRST PERSONAL NAME Tamala	ADDITIONAL NAME(S)/INITIAL(S)	
21c. MAILING ADDRESS HC 66 Box 27910	CITY Nenana	STATE AK	POSTAL CODE 99760
		COUNTRY	

22. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (22a or 22b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	
22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		COUNTRY	

23. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (23a or 23b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	
23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		COUNTRY	

24. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (24a or 24b)

24a. ORGANIZATION'S NAME			
OR			
24b. INDIVIDUAL'S SURNAME Nelson	FIRST PERSONAL NAME Vicki	ADDITIONAL NAME(S)/INITIAL(S)	
24c. MAILING ADDRESS P.O. Box 478	CITY Healy	STATE AK	POSTAL CODE 99743
		COUNTRY	

25. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (25a or 25b)

25a. ORGANIZATION'S NAME			
OR			
25b. INDIVIDUAL'S SURNAME Nelson	FIRST PERSONAL NAME Matthew	ADDITIONAL NAME(S)/INITIAL(S)	
25c. MAILING ADDRESS P.O. Box 478	CITY Healy	STATE AK	POSTAL CODE 99743
		COUNTRY	

26. MISCELLANEOUS:

PURCHASE AND SALE AGREEMENT

Parties Matt Nelson and Vicki Nelson ("Sellers")
 P.O. Box 478
 Healy, AK 99743

 Boyd and Tamala Wooden
 HC 66, Box 27910
 Nenana, AK 99760 ("Buyers")

Recital:

Sellers own all the outstanding shares of ALASKAN LIGHTS, INC., an Alaska Corporation which owns and operates a business known as Clear Sky Lodge. Buyers desire to purchase all assets of ALASKAN LIGHTS, INC. and Sellers desire to sell such assets on the terms and conditions outlined below.

In consideration of the covenants of the parties set forth in this Agreement, the parties agree as follows:

SECTION I. SALE OF ASSETS

1.1 Assets To Be Sold. Sellers agree to sell to Buyers and Buyers agree to purchase from Sellers all of the assets of ALASKAN LIGHTS, Inc.

1.2 Purchase Price. The purchase price for the assets is \$800,000.00, \$200,000.00 to be paid at closing, and \$600,000.00 shall be owner financed by Sellers with a term of fifteen (15) years amortized over fifteen (15) years at 4% interest per annum. Eight years, 96 payments, will be interest only resulting in a monthly payment of \$2,000. The remaining payments will equal \$8,201.28 for 84 payments. Buyers may pay off early with no penalty. The first monthly payment shall be due on August 1, 2022. Buyers shall execute a Promissory Note ("Note") and Security Agreement in the form attached as Exhibits A and B, respectively, securing payment of the Note in the business itself and its assets in favor of Sellers at closing.

1.3 Allocation of Purchase Price. The purchase price is anticipated to be allocated as follows:

Equipment and Fixtures	\$ 50,000
Business Name and Good Will	\$ 100,000
Liquor License	\$ 100,000
Real Property	\$ 550,000
Total	\$800,000

1.4 Equipment. The equipment owned by ALASKAN LIGHTS, INC., and to be sold to Buyer is listed on Exhibit C attached to this Agreement.

1.5 Liquor Licenses. Alaskan Lights, Inc agrees to convey its two liquor licenses, Package Store License #243 and Beverage Dispensary License #242, to CLEAR SKY LODGE, INC. while retaining a security interest to said licenses. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.107, the transferor retains a security interest in the liquor licenses that are the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the licenses without satisfaction of other creditors.

1.6 Real Property. The real property on which Clear Sky Lodge is operated is located at Mile 280 Parks Highway and consists of a lodge and house situated on a parcel of approximately five acres. Said real property, which is owned by Matthew and Vicki Nelson, shall be conveyed to Boyd and Tamala Wooden [within five business days after the transfer of the two liquor licenses is approved] at closing.

1.7 Inventory. An inventory of the food, soda pop and alcohol at the lodge will be conducted on May 15, 2022. Buyers shall pay the Sellers' cost for all such inventory to Sellers on or before August 31, 2022.

1.8 Closing Date: The closing date of this Agreement shall be May 15, 2022.

SECTION 2. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF SELLER

Sellers represent and warrant to Buyers as follows:

2.1 Competency of Sellers. The Sellers are in all ways competent to enter into this Agreement and the documents contemplated by this Agreement.

2.2 Dissolution of Corporation. The Sellers shall dissolve ALASKAN LIGHTS, Inc. upon closing of this Agreement.

2.3 Real Property. The Clear Sky Lodge is operated on real property consisting of a lodge building and a log cabin with an addition, and approximately five acres. Sellers have good and marketable title to said real property.

2.4 Other Agreements. The Sellers and the Corporation are parties to no material agreement (written or verbal) except (1) as disclosed in this Agreement and (2) orders of merchandise in normal quantities for use in the business.

2.5 Ownership of Assets. Sellers have good and marketable title, free and clear of all liens, charges, and encumbrances, to all assets listed on the Exhibit C, all property acquired thereafter, and all personal property located on Corporation business premises on May 15, 2022, except for assets subsequently sold thereafter in the ordinary course of business. All listed equipment is currently in working order.

2.6 Litigation. There are no actions, suits, or proceedings pending, or to Sellers knowledge threatened, against them or ALASKAN LIGHTS, INC. before any court, administrative agency, or arbitrator. Sellers and the Corporation are not subject to any order, injunction, decree, or decision of any court, administrative agency, or arbitrator. No other party has made a claim against Corporation that might result in litigation, and Sellers represent that they have no knowledge of any basis for such claim.

2.7 Taxes. All required federal, state, and local tax returns of the Sellers and the Corporation have been duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by such returns have been paid. The Corporation is not delinquent in the payment of any tax, assessment, or governmental charge. No tax deficiency is proposed or assessed against the Corporation, and the Corporation has not executed any waiver of any statute of limitations on the assessment or collection of any tax.

2.8 No Default. Neither the execution of this Agreement nor the fulfillment of the terms of this Agreement will result in a breach of any of the terms, provisions, or conditions of this Agreement. Neither the execution of this Agreement nor the fulfillment of the terms of this Agreement will invalidate or constitute a default under this Agreement, or any contract, mortgage, indenture, agreement, order, decree, rule, or regulation of any court or of any federal, state, or local regulatory or administrative body, to which either Sellers and/or the Corporation is a party or subject, or which by either Sellers or the Corporation is bound. Neither the execution of this Agreement nor the fulfillment of the terms of this Agreement will result in the creation of any lien, charge, or encumbrance on any of the ownership interest or on any property or assets of Sellers or the Corporation.

2.9 Information True and Not Misleading. All information provided to Buyers by Sellers in compliance with the provisions of this Agreement is accurate and complete in all material respects. The information provided does not contain any untrue statement of a material fact, and does not omit any facts in order to make such information misleading.

2.10 Truth of Representations and Warranties at Closing Date. The representations and warranties of Sellers contained in this Agreement shall be true and correct at Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

2.11 Further Action. Sellers shall take all such actions as may be necessary or advisable in order to consummate this Agreement and the transactions contemplated herein, including cooperating fully with Buyers.

SECTION 3. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF BUYER

Buyers represent, warrant, and agree as follows:

3.1 Authority and Good Standing. Buyers have the requisite status and authority to own properties, to carry on the business as it is now being conducted, to enter into this agreement, and to perform the obligations hereunder.

3.2 Authorization. This Agreement has been duly executed by Buyers (assuming due authorization, execution, and delivery by Sellers) and this Agreement constitutes the valid, binding, and enforceable obligation of Buyers.

3.3 Truth of Representations and Warranties at Closing Date. The representations and warranties of Buyers contained in this Agreement shall be true and correct at the Closing Date with the same effect as though such representation and warranties had been made on and as of the Closing Date.

3.4 Further Action. Buyers shall take all such actions as may be necessary or advisable in order to consummate this Agreement and the transactions contemplated herein, including cooperating fully with Sellers.

SECTION 4. COVENANTS

4.1 Sellers' Covenants. Sellers covenant that prior to the Closing Date Sellers will not, without the prior written consent of Buyers:

- (1) Dispose of any property or assets of any kind or nature, except in the ordinary course of business;
- (2) Allow any insurance policy to lapse;
- (3) Engage in any transaction or enter into any contract except in the ordinary course of business, or do any act that would harm the business prospects of the Corporation.

Sellers covenant that prior to the Closing Date Sellers will dispose of all trash, debris, non-working equipment, and waste oil.

4.2 Buyers' Covenants. Buyers covenant that during the period between the Effective Date of sale and the date upon which the unpaid balance is entirely paid, Buyers will:

- (1) Maintain continuous general comprehensive liability, liquor liability and worker's compensation insurance in appropriate amounts.

During the same period, without Sellers prior consent, Buyers covenant that they will not:

- (2) Make any sale or transfer of equipment or assets, except sales in the ordinary course of business.
- (3) Merge into another limited liability entity, liquidate, or make a sale of its assets in bulk without the prior written consent of Sellers.

SECTION 5. CONDITIONS PRECEDENT TO CLOSING

5.1 Buyers' Conditions. The obligation of Buyers to perform this Agreement is subject to the fulfillment prior to or on the Closing Date of each of the following conditions:

(1) Sellers shall have performed all acts required by this Agreement to be performed by Sellers prior to closing.

(2) The representations and warranties of Sellers contained in this Agreement shall be true at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date.

5.2 Sellers' Conditions. The obligation of Sellers to perform under this Agreement is subject to the fulfillment prior to or on the Closing Date of each of the following conditions:

(1) Buyers shall have performed all acts required by this Agreement to be performed by Buyers prior to closing.

(2) The representations and warranties of Buyers contained in this Agreement shall be true at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date.

SECTION 6. MISCELLANEOUS

6.1 Survival of Representations and Warranties. All representations and warranties made in this Agreement and the liability of the parties for the breach, inaccuracy, or other failure of such representations and warranties, shall survive the Closing for a period of one year.

6.2 Mutual Cooperation. Sellers and Buyers will at all times cooperate with each other in seeking to obtain all governmental and other consents, permits, and licenses required by this Agreement, by law or otherwise, or deemed desirable by either party for the consummation of the transactions contemplated by this Agreement or for the operation by the Buyers of their business after closing. Buyers and Sellers agree that there shall be between them an ongoing duty of cooperation to accomplish the purposes of this Agreement.

6.3 Entire Agreement. This Agreement, including all exhibits, and the documents to be prepared according to its terms, represent the entire agreement of the parties. All prior writings and understandings are replaced by this Agreement and shall have no legal force or effect. There are no oral amendments, modifications, or alterations to the terms of this Agreement.

6.4 Amendments. No amendment to this Agreement shall be of force and effect unless and until it is in writing and signed by all of the parties.

6.5 Captions. The captions in this Agreement are for the convenience of the parties and are not a part of the agreement.

6.6 Third-Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any party to this Agreement nor shall any provision give any third party any right of subrogation or action against any party to this Agreement.

6.7 Waiver. The failure of any party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of his or her rights hereunder shall not be construed as the waiver of such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect for the term of this Agreement.

6.8 Attorney Fees. Sellers and Buyers shall each bear their own attorney's fees and costs incurred in this transaction. However, in the event of litigation to enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover his or her reasonable attorney fees, including fees on appeal, if any, in addition to other relief awarded.

6.9 Assignment; Succession. This Agreement shall not be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and permitted assigns.


6.10 Jurisdiction; Venue. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Alaska. Venue for any dispute or suit involving this Agreement shall be in the Superior Court for the Fourth Judicial District, State of Alaska at Fairbanks, Alaska.

6.11 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


6.12 Construction. Each party has reviewed this Agreement, and each party has had the opportunity to have counsel of his or her choice review it. Accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

DATED: 4-15-22

ALASKAN LIGHTS, INC., SELLER

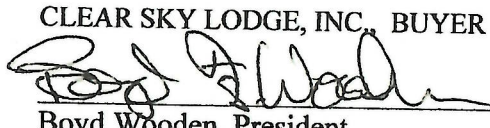

Vicki Nelson, President

DATED: 4-15-22

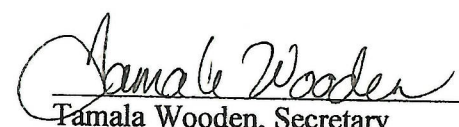

Matthew Nelson, Secretary

DATED: 4-15-22


CLEAR SKY LODGE, INC., BUYER


Boyd Wooden, President

DATED: 4-15-22


Tamala Wooden, Secretary

Subscribed before me, this 15th day of April, 2022, by Matthew and Vicki Nelson and Boyd and Tamala Wooden.

, Notary Public in and for the State of Alaska, Denali Borough.

My commission expires Oct. 31, 2022





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Why is this form needed?**

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 Anchorage 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:	Alaskan Lights, Inc	License #:	243		
License Type:	Package Store	Statutory Reference:	AS 04.11.080(7)		
Doing Business As:	Clear Sky Lodge				
Premises Address:	Mile 280 Parks Highway				
City:	Clear	State:	AK	ZIP:	99704
Local Governing Body:	Denali Borough				

Transfer Type:

- ☐ Regular transfer
- ☒ Transfer with security interest
- ☐ Involuntary retransfer

AMCO**MAY 19 2022**

OFFICE USE ONLY			
Complete Date:		Transaction #:	100375899
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



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:	Clear Sky Lodge, Inc				
Doing Business As:	Clear Sky Lodge				
Premises Address:	Mile 280 Parks Highway				
City:	Clear	State:	AK	ZIP:	99704
Community Council:	Denali Borough				

Mailing Address:	HC 66 Box 27910				
City:	Nenana	State:	AK	ZIP:	99760

Designated Licensee:	Tamala Wooden			
Contact Phone:	9078880411	Business Phone:	9075319655	
Contact Email:	tamala@clearsky-lodge.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.

9.6 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.

9.6 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:	Tamala Wooden				
Title(s):	President/Treasurer	Phone:	9078880411	% Owned:	50
Address:	HC 66 Box 27910				
City:	Nenana	State:	AK	ZIP:	99760



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Boyd Wooden				
Title(s):	Secretary/Director	Phone:	9164129492	% Owned:	50
Address:	HC 66 Box 27910				
City:	Nenana	State:	AK	ZIP:	99760

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 #:	10193032	AK Formed Date:	13 April 2022	Home State:	AK
Registered Agent:	Boyd Wooden	Agent's Phone:	9164129492		
Agent's Mailing Address:	HC 66 Box 27910				
City:	Nenana	State:	AK	ZIP:	99760

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:



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 8 – Transferor Certifications**

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

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

Signature of transferor

Vicki Nelson

Printed name of transferor

Subscribed and sworn to before me this 16th day of May, 2022.

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: Oct. 31, 2022.

Signature of transferor

MATT Nelson

Printed name of transferor

Subscribed and sworn to before me this 16th day of May, 2022.

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: Oct. 31, 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.

JW

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

JW

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.

JW

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.

JW

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

JW

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

JW

Jamale Wooden

Signature of transferee

Jamala Wooden

Printed name

Colleen Titus Taylor

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: Oct. 31, 2022

Subscribed and sworn to before me this 16th day of May, 2022.



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram**Why is this form needed?**

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 may not be 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 Anchorage office before any license application will be considered complete.

Yes

No

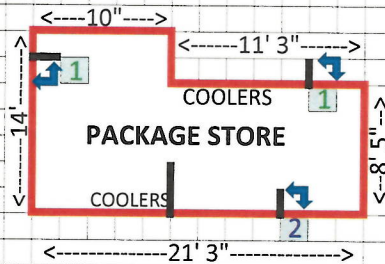
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

**Section 1 – Establishment Information**


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

Licensee:	Clear Sky Lodge, Inc.	License Number:	243
License Type:	Package Store		
Doing Business As:	Clear Sky Lodge		
Premises Address:	Mile 280 Parks Highway		
City:	Clear	State:	AK
		ZIP:	99704

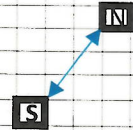
PACKAGE STORE



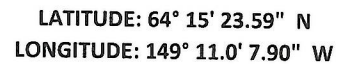
LATITUDE: 64° 15' 23.59" N
LONGITUDE: 149° 11.0' 7.90" W

 DOOR

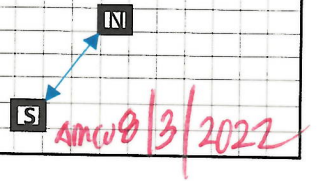
CLEAR SKY LODGE



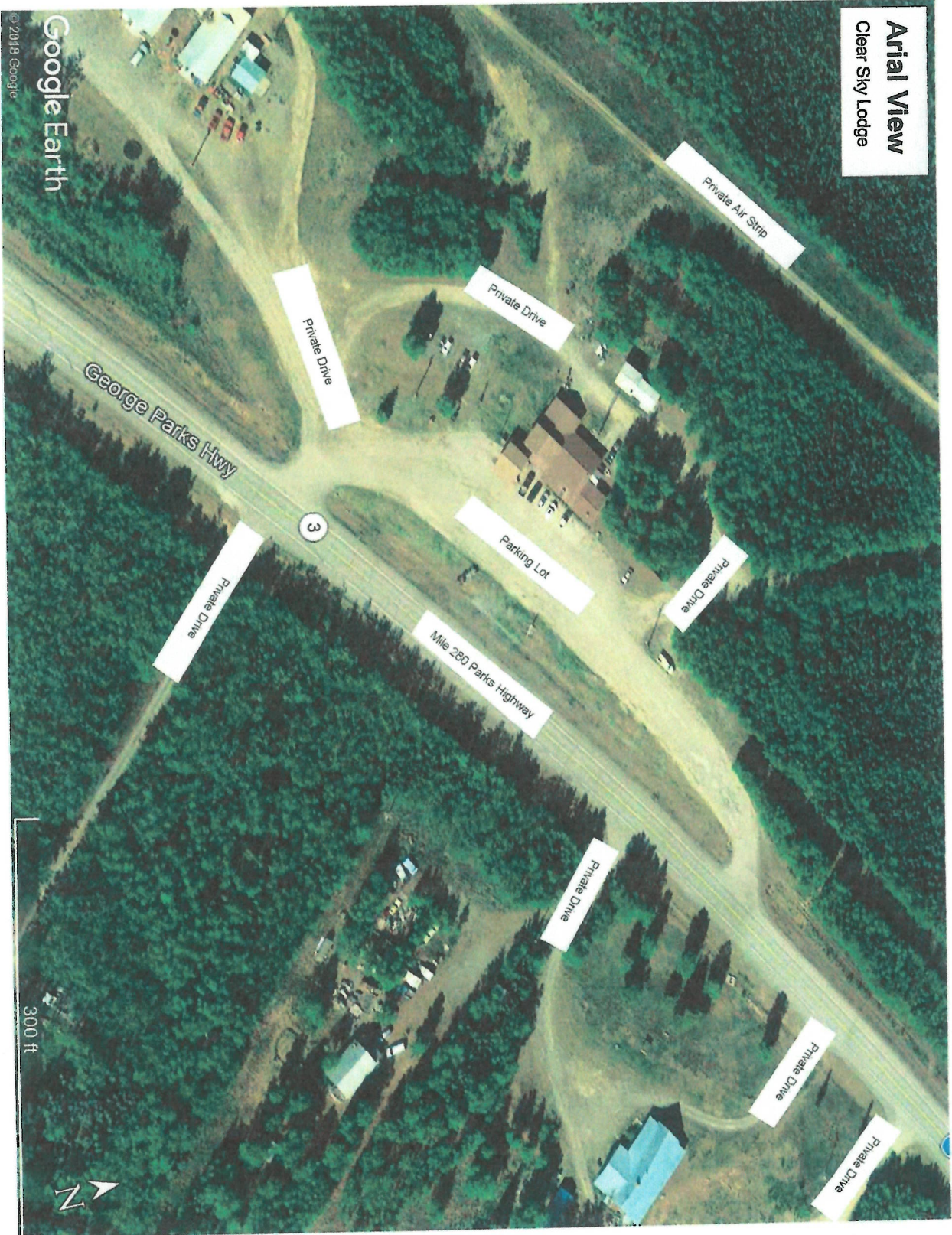
PACKAGE STORE



CLEAR SKY LODGE



Arial View
Clear Sky Lodge



AMCO

MAY 19 2022

Arial View

Clear Sky Lodge

Anderson School
Anderson

Clear Air Force Base

Clear Highway

Parks Highway

Clear Sky Lodge

Google Earth

© 2018 Google

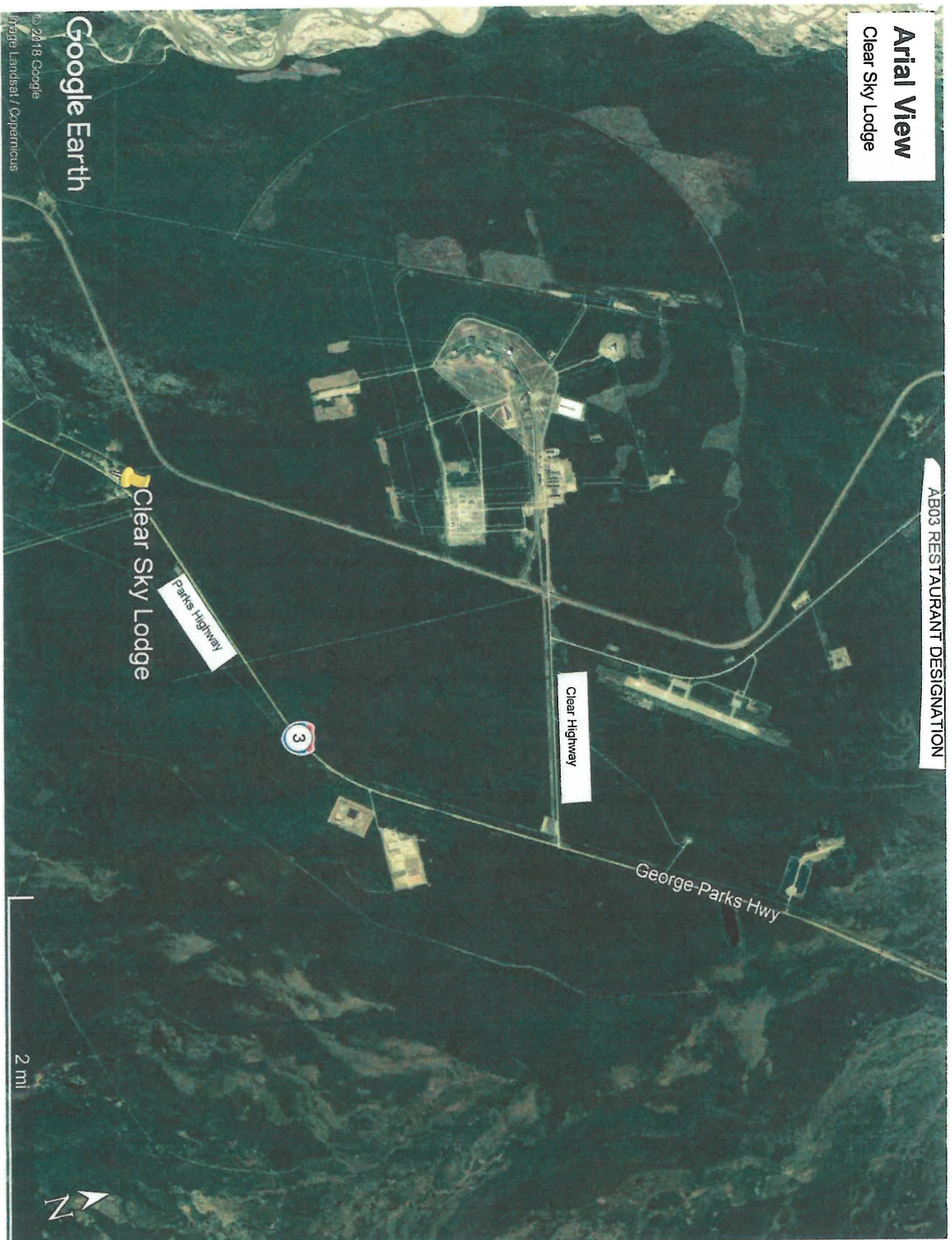
2 mi

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Arial View
Clear Sky Lodge

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Google Earth
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Image Landsat / Copernicus

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