THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

TO: Alcoholic Beverage Control Board

DATE: October 2, 2026

FROM: Kyle Helie, Licensing Examiner II

RE: Competing Application #60511 Harbor Mountain Brewing Company

Our office received competing applications under **3 AAC 305.100(c)**

- 60511 Harbor Mountain Brewing Company
- 60644 Highliner Coffee

These competing applications were tabled During the August 2026 Special meeting.

The City & Borough of Sitka approved of this new license application 9/23/2026. This application has no outstanding delegations.

Statutory & Regulatory Authority:

AS 04.11.320. Denial of new licenses and permits.

(a) An application requesting issuance of a new license or endorsement shall be denied if

(1) the board finds, after review of all relevant information, that issuance of the license or endorsement would not be in the best interests of the public;

(2) issuance of the license is prohibited by AS 04.11.410, relating to location of premises near churches and schools;

(3) the application has not been completed in accordance with AS 04.11.260;

(4) issuance of the license or endorsement would violate the restrictions pertaining to the particular license or endorsement imposed under this title;

(5) issuance of the license is prohibited under this title as a result of an election conducted under AS 04.11.507;

(6) the requirements of AS 04.11.420 — 04.11.450 relating to zoning, ownership and location of the license, and the identity and financing of a licensee have not been met or the requirements of AS 04.11.430(b) relating to location of the endorsement have not been met;

(7) issuance of the license is prohibited under AS 04.11.400(a) or prohibition of issuance of the license is found necessary under AS 04.11.400(b);

(8) the application contains false statements of material fact;

(9) the license is sought for the sale of alcoholic beverages in a first or second class city where there are no licensed premises at the time of application unless a majority of the voters have voted not to approve a local option to restrict or prohibit the sale of alcoholic beverages under AS 04.11.491, have voted to approve a local option to allow the type of premises under AS 04.11.491(a)(2) or (3), or have voted to remove a restriction or prohibition on the sale of alcoholic beverages under AS 04.11.495; or

(10) the license is sought for the sale of alcoholic beverages in an established village where there are no licensed premises at the time of application unless a majority of the voters have voted not to approve a local option to restrict or prohibit the sale of alcoholic beverages under AS 04.11.491, have voted to approve a local option to allow the type of premises under AS 04.11.491(b)(2), or have voted to remove a restriction or prohibition on the sale of alcoholic beverages under AS 04.11.495.

AS 04.11.400. Population limitations. (a)(2)(A)

Except as provided in (f), (i), and (k) of this section and AS 04.11.405, a new license may not be issued…a unified municipality if, after the issuance…, there would be inside…the unified municipality more than… one restaurant or eating place license for each 1,500 population or fraction of that population

3 AAC 305.100. Procedure for mutually exclusive and competing applications. (a) If the board receives an application for a license that requires denial because it would exceed the amount of licenses available for that license type under AS 04.11.400(a), the application will be considered "mutually exclusive."

(b) The board will consider, and grant or deny, mutually exclusive applications in the order in which they are received. However, all "competing applications," as defined under (c) of this section, will be treated as if they were received at the same time, and will be considered together.

(c) For the purpose of this section, competing applications are those mutually exclusive applications for licenses, with or without an endorsement, that

(1) inside a unified municipality,… (B) are for the last available license… and are received during the 30-day period beginning on the date the board received the first application for the license.

3 AAC 305.105. Selection among mutually exclusive and competing applications. (a) Within an incorporated city, organized borough, or unified municipality, all competing applications, as defined in 3 AAC 305.100(c) will be considered together by the board under this section.

(b) If affiliates, or persons who are related by birth or marriage, have filed competing applications for premises at a single location, the board will deny all but one of those applications.

(c) The board will deny any competing applications which are required to be denied under AS 04.11.320, 04.11.340, 04.11.480, or 3 AAC 305.110.

(d) If the denial of one or more competing applications under (b) or (c) of this section makes any other competing applications no longer mutually exclusive, the board will approve the applications that are no longer mutually exclusive.

(e) If competing applications remain after the board takes action under (b), (c), or (d) of this section, the board may grant any applications the board considers to be most in the public interest. In determining the public interest, the board may consider factors including

(1) the safety, suitability, and proximity of the proposed premises to other licensed premises;

(2) the size of the proposed premises;

(3) community amenities associated with the premises including entertainment, dining facilities, and tourist accommodations; and

(4) preferences or priorities expressed by the local governing body.

(f) If competing applications remain after the board takes action under (b), (c), (d), or (e) of this section, the board may conduct a drawing to determine which remaining competing applications to approve.

(g) A competing application not granted under this section will be denied without prejudice to future application.

(h) A license, with or without an endorsement, granted under this section will be issued after the time within which unsuccessful competing applicants may appeal the denial of their applications, and after all statutory requirements are met by the successful applicant.

Attachments:

- Memo
- City & Borough of Sitka's approval of the competing application sent 9/23/2026
- Application Summary for New REPL application.
- Premises Diagrams
- Security Plan
- Menu and Food Specials
- DEC Food Service Permit
- Publisher's Affidavit
- AB-07 *Public Notice Posting Affidavit* from corrected re-posting of application
- Certificate of Organization
- CBPL
- Business License
- Lease

From: Sara Peterson <sara.peterson@cityofsitka.org>
Sent: Wednesday, September 23, 2026 5:25 PM
To: AMCO Local Government Only (CED sponsored) <amco.localgovernmentonly@alaska.gov>
Cc: cheers@harbormountainbrewing.com
Subject: FW: Complete New License Application #60511 Harbor Mountain Brewing Company

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

The City and Borough of Sitka Assembly approved this **competing** application for a new liquor license at their September 22 meeting. There were no preferences or priorities expressed by the local governing body.

Thank you,
Sara

Sara Peterson
Municipal Clerk, MMC
City and Borough of Sitka

Phone: 907-747-1811
Fax: 907-747-7403
Web: www.cityofsitka.com

100 Lincoln Street
Sitka, AK 99835

***S**ervice **I**ntegrity **T**eamwork **K**indness **A**ccountability*

Messages to and from this email address may be available to the public under the Alaska Public Records Law.

Document reference ID : 6698

Licensing Application Summary

Application ID:	6698
Applicant Name:	Harbor Mountain Brewing Company Llc
License Type applied for:	Restaurant Eating Place License (REPL) (AS 04.09.210)
Application Status:	In Review
Application Submitted On:	01/28/2026 11:38 AM AKST

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	[redacted]
Alaska Entity Number (CBPL):	10128560

Entity Contact Information

Mailing Address:	1209 A Sawmill Creek Road, Sitka, AK, 99835, USA

Tell Us About You

Authority Type:	I am authorized user by the designated licensee with binding authority
Legal First Name:	Zachary
Legal Last Name:	Anderson
Email Address:	cheers@harbormountainbrewingcompany.com

Phone Number: 907-623-2337

Additional Authorized Users

Legal Name	Relation with Applicant
Emerald Hagy	Executive Management

Registered Agent Information

Name	Gary Smith
Agent's Phone Number	907-747-3142
Agent's Email	gsmith@schmolckmechanical.com
Address	110 Jarvis St, Sitka, AK, 99835, USA
The registered agent is either an individual resident of the state or a domestic corporation authorized to transact business in the state and whose business office is the same as the registered office?	Yes

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Harbor Mountain Brewing Company Llc	Baranof Investments Llc	Member	25
Harbor Mountain Brewing Company Llc	Gordon K. Helem	Member	25
Harbor Mountain Brewing Company Llc	Sitkoh Investments	Member	25
Harbor Mountain Brewing Company Llc	Zachary L. Anderson	Member	25

Premises Address

Address:	1209 Sawmill Creek Rd, UNIT A, Sitka, AK, 99835-9809, USA

Does the proposed site include a valid street address?	Yes

Basic Business information

Business/Trade Name:	Harbor Mountain Brewing Company
What is your primary business at this location?	Manufacturer

Premises Contact Details

Contact Person Name	Zachary Anderson
Business Phone Number	907-623-2337
Email Address	cheers@harbormountainbrewing.com

Local Government and Community Council Details

City/Municipality	Sitka (City and Borough of)

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?

No

Property Utilization Status

An Existing Facility

Are you operating under?

Lease

Add Copy of Lease\Sublease document

Fully Executed Lease_WetSign_small.pdf

Premises Diagram

Will the license or permit embrace the entire premises address?

No

Premises Diagram

- HMBC_TastingRoom_Diagram.pdf
- HMBC_TastingRoom_Diagram.pdf

Security Plan

- HMBC_AMCO_SecurityPlan.pdf
- HMBC_AMCO_SecurityPlan.pdf

Restaurant Detail

Dining after standard closing hours: AS 04.16.010(c)	No
Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)	Yes
Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)	Yes
Employment for any persons under 21 years of age: AS 04.16.049(c)	No

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

No minor will be employed. Minor will be allowed to access the entire interior and exterior dining area.

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

Primary Policies, Practices, and procedures: All staff employed are over 21 and have current TAPs certifications. They are trained to ID and ensure no illegal or detrimental activity occur within the

premises. The same counter where beverages are ordered is also where all food will be ordered. This provides the opportunity to ensure alcoholic beverages are only directly served or sold to individuals over the age of 21 and IDs are checked appropriately. Also that under 16 is accompanied by someone over 21. No minors will be employed. This facility has also been operating under AMCO approved BML, BRL, WML, and WRL for over 5 years and is in the practice of abiding by much stricter regulations. Secondary Policies, Practices, and Procedures: The entire interior and exterior portions of the premises are covered by security cameras. A monitor is behind the bar and visible to on shift staff at all times. This ensures that minors are not provided with alcohol second hand. Larger Events: A TAPs certified staff member is stationed at the door to do primary ID checks and provide minors with a handstamp and/or wristband that clearly marks that they are underaged. Bartenders are also encouraged to still check IDs if there is a question about someone's age before serving them. Staff member(s) are also regularly moving through the facility to ensure that no illegal or detrimental activity is occurring.

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

Food Service Permit

Is your license located in Municipality of Anchorage?	No
Do you have Approved food service permit for this premises?	No
Copy of the current food service permit for this premises OR the plan review approval.	Food_Estab_Permit_Application_HarborMtnBrewing_12052025.pdf

Entertainment & Service

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

Describe the entertainment offered or available and the hours in which the entertainment may occur:

This facility has been operating under AMCO approved BML, BRL, WML, and WRL. In accordance with these licenses, it has been exercising 8 event permits per year (4 per Retail License) since the Title 4 rewrite went into effect on January 1, 2024, and following all regulations set out in these licenses and permits. These events generally include live music/entertainment, local artists/makers, non-gambling related games, and beverage releases. If approved for an REPL, these events would increase in frequency and extend to the hours allowable under an REPL (unless an extended hours request is applied for and approved by AMCO; only 6 allowable per calendar year).

Food and beverage service offered or anticipated is: Counter Service

Restaurant Declaration

Please upload the finalized or expected Food and Alcohol Menu. Summit_Menu_DECApplication.pdf

There are tables or counters at my establishment for consuming food in a dining area on the premises. I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.

I certify that the license for which I am requesting desigation is either a Beverage Dispensary, Beverage Dispensary Tourism, Club, Sporting Activity or Event License, Outdoor Recreation Lodge, Golf Course, Destination Resort, OR Restaurant or Eating Place, Seasonal REPL Tourism License.

Hours Of Operation

Sunday	11:00 AM - 09:00 PM
Monday	11:00 AM - 09:00 PM
Tuesday	11:00 AM - 09:00 PM
Wednesday	11:00 AM - 09:00 PM
Thursday	11:00 AM - 09:00 PM
Friday	11:00 AM - 09:00 PM

Saturday	11:00 AM - 09:00 PM

Other Licenses Involvement

Does any representative or owner named 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?

Yes

Description

#5913 Brewery Manufacturer License, #15144 Brewery Retail License, #60412 Winery Manufacturer License, #60414 Winery Retail License, #16255 Distillery Manufacturer License

Individual Certification and Financial Interest

I hereby certify 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.

I hereby certify 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.

Public Notice Posting Attestation and Publishers Affidavit

Have you posted your application at both required locations for ten consecutive days?	Yes
What was the other conspicuous location of your post? (Please Include the full address)	1207 SAWMILL CREEK RD SITKA, AK 99835-9998
What was the first day you posted your application?	12/05/2025
If the newspaper advertisement was published did you advertise once a week for three consecutive weeks or if by radio twice week for three successive weeks?	Yes
What was the final date your advertisement was published/broadcasted?	12/22/2025

Newspaper/Publishers Affidavit

HMBC_Sitka_REPL_Affidavit.pdf

Upload Paper form Application

AS.pdf

I attest that I have met the public posting notice requirement set forth under AS 04.11.310 by posting a copy of my application for the 10-day period at the location of the proposed licensed premises and at another conspicuous location in the area of the proposed premises as listed in this application.

I hereby attest 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.

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

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.

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 305.700.

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

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.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

I certify I have provided a menu of a variety of types of food appropriate for meals that are prepared on the licensed premises.

I certify that non-employees under 21 years of age will not enter and remain on the licensed premises except for the purposes of dining only.

I certify that the sale and service of food and alcoholic beverages and any other business on the licensed premises is under the sole control of the licensee.

I certify the licensed premises is a bona fide restaurant as defined in AS 04.21.080(b).

I certify there is supervision on the licensed premises adequate to reasonably ensure that a person under 21 years of age will not gain access to alcoholic beverages.

Signature

This application was digitally signed by : Zachary Anderson on 12/05/2025 12:14 PM AKST

Payment Info

Payment Type : CC

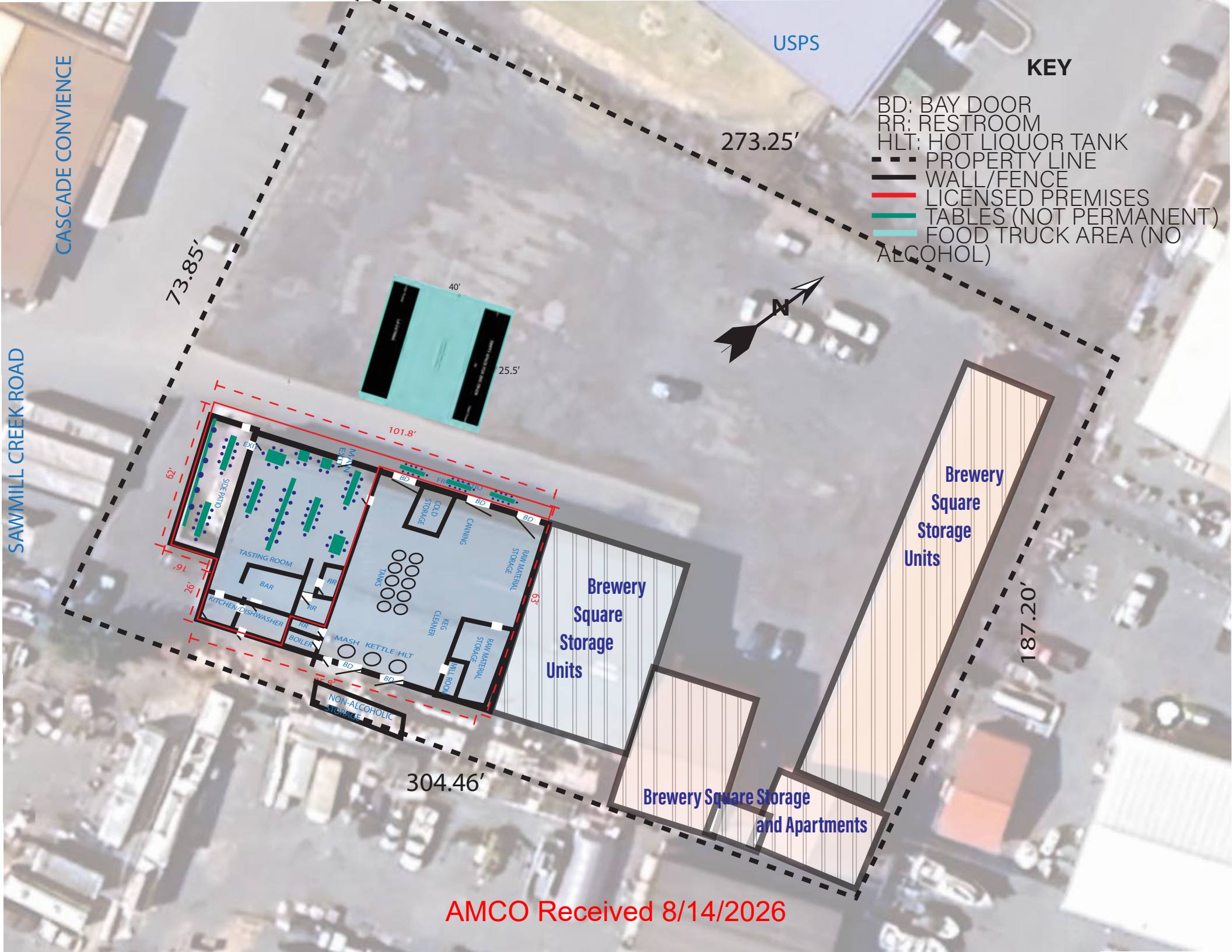
Payment Id: 815b25c4-4022-4ba6-a170-a6fc1f0faab2

Receipt Number: 101269935

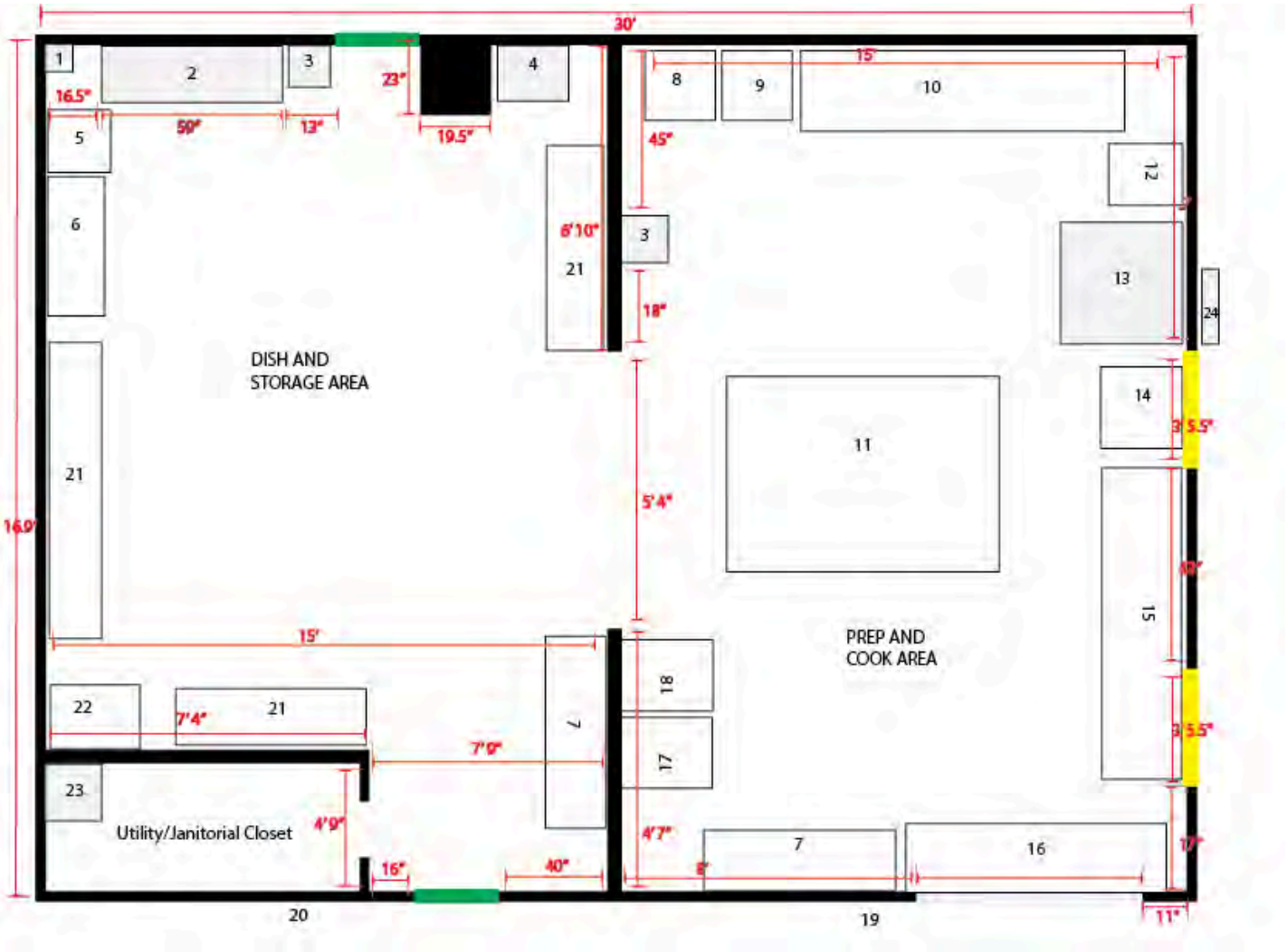
Payment Date: 01/28/2026 12:04 PM AKST

Documents

#	File Name	Type	Added On
1	Fully Executed Lease_WetSign_small.pdf	License Lease\Sublease document	12/03/2025 10:34 AM AKST



AMCO Received 8/14/2026



1. Floor Drain
2. Stainless Steel 3 Basin Dish Sink
3. Stainless Steel Hand Sink
4. Stainless Steel Utility Sink
5. Undercounter dishwasher (Fagor (AD-21 W))
6. Stainless Steel Slatted Clean Dish Drying Rack
7. Two Door Fridge (Imbera (VRD37 CO2 UL))
8. Single Door Freezer (Atosa (MBF8501))
9. Single Door Fridge (Atosa (MBF8505GR))
10. Stainless Steel Prep Table
11. Stainless Steel Prep Table
12. Stainless Steel Cooling Rack (Lockwood (2 slots))
13. Convection Oven (Royal (RCOS-1))
14. Turbo Chef (HHC 2020, VENTLESS HCT-9500-501-V HhC 2020)
15. Refrigerated Sandwhich Prep Table (Kelvinator Commercial Sand/Salad Unit (Model: KCHMT70.30))
16. Stainless Steel Prep Table
17. Mixer (Hobart (Model: A200))
18. Meat Slicer (Vevor (JK-250A))
19. Seating Area
20. Bar Area
21. Stainless Steel Slatted Dry Goods Storage Rack
22. Ice Machine (Maxx Ice (MIM250 Automatic Ice maker))
23. Mop Basin
24. Propane Tank

Windows Doors Walls

AMCO Received 8/14/2026

Licensed Premises Security Plan

The proposed premises encompasses the tasting room, manufacturing area, and outdoor space. As a result, there will be a need to mitigate for ensuring that minors are permitted to enter, but not served alcohol and always accompanied by a parent/ guardian 21 years of age or older. Additionally, measures will need to be taken too ensure that alcohol is not introduced or removed from the licensed premises. We propose the following mitigation measures:

- Side Patio:
  - Barriers: This area borders the side of the building and is enclosed by a 7-foot privacy fence on two sides and a 4-foot privacy fence on the road side.
  - Visibility: This area has a direct line of sight from the bar via windows and camera feed to a monitor behind the bar.
- Front Outdoor Area:
  - Barriers: There will be 4-foot posts with brightly colored ropes marking the boundaries of the front area. Additionally, a mixture of food trucks and commercial crab pots will be used to enhance the barrier.
  - Visibility: This area has a direct line of sight from the bar via windows and camera feed to a monitor behind the bar.
- General Security Measures:
  - All Beertenders have completed/will complete the TAPS course within 30 days of hiring.
  - Beertenders will be checking IDs consistently and policing the area for non-permitted activities.
  - “No Beverages Past this Point” signs will be placed along each barrier.

SUMMIT KITCHEN

SHAREABLE

PRETZEL BITES & BEER CHEESE $10
Soft pretzel bites served alongside beer cheese

JUST FRIES (GF) $7
Air-fried, thick-cut fries tossed with olive oil, salt, and Old Bay seasoning

CLASSIC POUTINE $12
Thick-cut fries topped with cheese curds and gravy

(GF) GLUTEN FREE (V) VEGAN

HANDHELD

ITALIAN SUB $17.50
Mortadella, salami, pepperoni, provolone, pickled red onion, giardiniera aioli, vinaigrette, and lettuce

TURKEY PESTO SUB $16.50
Turkey, tomato pesto aioli, swiss, pickled red onion, and arugula

FALAFEL SUB (V) $15.50
House made falafel with dill sauce, pickled red onion, pickled carrots, and lettuce

GRILLED CHEESE $7
American cheese and provolone on Texas-style toast

ADD FRIES TO ANY HANDHELD.... $5
GLUTEN FREE..... $2

PLEASE ORDER AT THE COUNTER & CHECK THE BOARD FOR SPECIALS!

CHEERS!

AMCO Received 8/11/2026

EXAMPLE SPECIAL MENUS WE HAVE DONE SINCE OPENING 1/13/2026

MURDER MYSTERY DINNER THEATER MENU (all are gluten free)

A.) Smoked Chicken in HMBC cider-based marinade
B.) Crispy Tempeh Steak in HMBC cider-based marinade
Both dishes include sides of house-made mashed potatoes and roasted vegetables with a house glaze and tiramisu for dessert.

REN FAIRE MENU

-BEER CHEESE + PRETZELS
-SMOKED SAUSAGE ON A STICK
-ROASTED VEGGIE SKEWERS
-CIDER MARINATED CHICKEN SKEWERS
-SMOKED TURKEY LEGS

AMCO Received 8/14/2026

Alaska Food Code
2026 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number:	18474
Issued to:	**HARBOR MOUNTAIN BREWING COMPANY**
For:	**HARBOR MOUNTAIN BREWING COMPANY**
For Operation Of:	**FF-1 Food Service**
Located at:	**1209 Sawmill Creek RD UNIT A Sitka, AK 99835**

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

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

Expiration Date:
December 31, 2026

Program Manager:

If you have questions or concerns regarding safe food handling practices call or text 907-764-9825 or visit our website to file a complaint (dec.alaska.gov/eh/fss/report-illness-issue/)

AMCO Received 8/11/2026

Affidavit of Publication

STATE OF ALASKA
FIRST JUDICIAL DISTRICT) ss.
AT SITKA, ALASKA

Sarah Smith, being first sworn, says she or he is the publisher, managing editor or business manager of the DAILY SITKA SENTINEL, a newspaper printed and published in Sitka, Alaska, and legally qualified as a medium of official and legal publications, and that the Public Notice a copy of which is hereto annexed, was published in the Daily Sitka Sentinel on:

12/8	12/15	12/22

Signature Sarah Smith

Sworn and subscribed to
before me this 31st day of December, 2025

Notary Public for Alaska Amabel F. Poulson

STATE OF ALASKA
NOTARY PUBLIC
AMABEL F. POULSON
My Commission Expires 1/16/26

PUBLIC NOTICE

Harbor Mountain Brewing Company LLC is making application for a new Restaurant Eating Place License (REPL) AS 04.09.210 alcoholic beverage license doing business as Harbor Mountain Brewing Company located at 1209 Sawmill Creek Rd UNIT A, Sitka 99835. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov

Published: December 8, 15, 22, 2025

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

Alaska Alcoholic Beverage Control Board

Form AB-07: Public Notice Posting Affidavit

Why is this form needed?

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 305.075. The public notice must be given within the 90 days immediately preceding filing of the application.

This form must be completed and submitted to AMCO's Anchorage 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:	Harbor Mountain Brewing Company, LLC.				
License Type:	Restuarant Eating Place License				
Doing Business As:	Harbor Mountain Brewing Company				
Premises Address:	1209A Sawmill Creek Road				
City:	Sitka	**State:**	AK	**ZIP:**	99835

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: August 14, 2026 End Date: August 24, 2026

Other conspicuous location: United States Postal Service, 1207 Sawmill Creek Rd, Sitka, AK 99835

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

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.

ZA

Zachary Anderson
Printed name of licensee

Zachary Anderson
Signature of licensee

AMCO Received 8/25/2026

Alaska Entity #10128560

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

Harbor Mountain Brewing Company LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 26, 2020**.

Julie Anderson
Commissioner

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Harbor Mountain Brewing Company LLC

Entity Type: Limited Liability Company

Entity #: 10128560

Status: Good Standing

AK Formed Date: 3/26/2020

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2028

Entity Mailing Address: 1209 A SAWMILL CREEK ROAD, SITKA, AK 99835

Entity Physical Address: 1209 A SAWMILL CREEK ROAD, SITKA, AK 99835

Registered Agent

Agent Name: Gary Smith

Registered Physical Address: 110 JARVIS STREET, SITKA, AK 99835

Registered Mailing Address: 110 JARVIS STREET, SITKA, AK 99835

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
79518D	BARANOF INVESTMENTS, LLC	Member	25.00
	Gordon Kenneth Helem	Member	25.00
10124798	Sitkoh Investments, LLC	Member	25.00
	Zach Anderson	Member	25.00

Filed Documents

Date Filed	Type	Filing	Certificate
3/26/2020	Creation Filing	Click to View	Click to View
3/26/2020	Initial Report	Click to View	
1/26/2022	Biennial Report	Click to View	
2/08/2024	Biennial Report	Click to View	
12/22/2025	Certificate of Compliance		Click to View
2/23/2026	Biennial Report	Click to View	
2/23/2026	Certificate of Compliance		Click to View

Alaska Business License # **2101506**

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that the owner

Harbor Mountain Brewing Company LLC

is licensed by the department to do business as

Harbor Mountain Brewing Company

1209 A Sawmill Creek Road, Sitka, AK 99835

for the period

October 22, 2025 to December 31, 2027
for the following line(s) of business:

31-33 - Manufacturing

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

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

Julie Sande
Commissioner

COMMERCIAL LEASE

This Commercial Lease (herein, "Lease"), is made and entered into this 2nd day of March, 2026, by and between Brewery Square, LLC ("Landlord"), whose address is 1314 Sawmill Creek Road Sitka AK 99835, and Harbor Mountain Brewing Company; whose address is 1209 A Sawmill Creek Road, Sitka AK 99835 ("Tenant").

RECITALS

A. Landlord is the owner the commercial property located at 1209 Sawmill Creek Road, the total property of which is divided into separate units, with varying tenants, and includes the adjacent parking area located at 1209 Sawmill Creek Rd. in the City of Sitka, Alaska. The building, all units, and any adjacent buildings and ground area owned by Landlord is herein referred to as the "Landlord's Property", and is more particularly described as:

> Lot I of Baranof Subdivision No. 2, according to Plat No. 2006-25, Records of the Sitka Recording District, First Judicial District, State of Alaska.

B. Tenant desires to Lease approximately 6,112 square feet within the building, specifically 1209 SMC Unit "A" for activities related to Tenant's brewery business. UNIT A is more particularly illustrated on Appendix A, which is incorporated herein and by this reference made a part of this Lease. In addition to Unit A, tenant has exclusive use of the covered shelter, the 36' x 9' container van, the 1200 sq ft area in front of Brewery and may have use to the shared use Building parking areas along with other occupants. The property consisting of the UNIT A, the covered shelter, the 9'x6' container van and the outside wood shed, all shown in Appendix A, are herein collectively referred to as the "Leased Premises."

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

l. **Leased Premises**. Landlord hereby Leases and demises to Tenant, and Tenant hereby takes and Leases from Landlord the Leased Premises, under the terms, conditions, and other provisions set forth in this Lease.

2. **Lease Term**. The term of this Lease shall be for (1) year commencing at 12:01 a.m. on the 1st day of March 2026 and expiring, unless sooner terminated or extended as provided in this Lease, at midnight on February 28, 2027. At the tenant's discretion this lease can be renewed with for an option period of 5 additional years, [redacted]. Such option to extend the lease must be exercised in writing no later than December 1, 2027 and no earlier than October 1, 2027. The option may not be exercised if Tenant is in material breach of any term of this Lease.

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3. **Rent**. Beginning March 1, 2026, Tenant shall pay Landlord total base rent for the Lease term in the amount of [redacted]

The first installment payment to be due on or before the 1st day of March 2026, and on the first day of each month thereafter during the Lease term with the last payment due on or before the 1st day of February, 2030.

The Tenant acknowledges that there is a "5-day grace period" and it is the Tenant's responsibility to make full and timely payment of rent each and every month during the Lease. The payment of rent shall be made to Brewery Square LLC at 1314 Sawmill Creek Road Sitka AK 99835, Sitka, Alaska, 99835, or at such other address as the Landlord may designate.

4. Landlord agrees that Tenant, upon paying the rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Leased Premises during the Lease term, subject however, to any mortgages, agreements, and encumbrances to which this Lease is subordinate.

5. Tenant further acknowledges that the monthly rent payments provided above are exclusive of the cost of utilities, including electricity, heating fuel, water, trash and sewage. Tenant is responsible for utilities, including electric, heating fuel, water, trash and sewage.

6. Tenant has paid to Landlord a [redacted] which shall be held by Landlord, without interest accruing thereon, during the term of the Lease. Upon the expiration or termination of this Lease Tenant shall return the Leased Premises in good condition, including, but not limited to, clean floors, floor coverings, interior walls, windows, counter-tops, and fixtures, with ordinary wear and tear excepted. The damage deposit shall be applied to the cleaning and repair damage or misuse resulting from Tenant's use. Landlord shall account to Tenant within thirty (30) days for the damage deposit and refund to Tenant any portion not used by Landlord to clean or otherwise repair or replace damage or misuse resulting during the Lease term to the Leased Premises.

7. **Business Purpose and Use**. The Leased Premises are to be used by Tenant for the purpose of operating a beverage manufacturing facility. Tenant shall not use or permit the Leased Premises or any part thereof to be used for any other purpose or purposes or under any other name whatsoever, without the express consent of Landlord, which consent shall not be unreasonably withheld. Tenant further covenants and agrees that it will not use or permit any person(s) to use the Leased Premises or any part therefore for any use or purpose in violation of this Lease, the laws of the United States of America, or the laws, ordinances, regulations, and requirements of the State of Alaska, City and Borough of Sitka, or of any other lawful authority. Tenant further agrees that, during the term of this Lease, Tenant shall keep the Leased Premises in a clean condition, free from objectionable noises, odors, or nuisances, and that all health regulations shall, in all respects and at all times, be fully complied with by Tenant. If Tenant or Tenant's guests leave garbage or debris in the Leased premises, including any shared areas, such garbage or debris shall promptly be cleaned. If Tenant does not promptly clean up, Landlord may engage cleaners at Tenant's cost

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to perform such cleanup. Tenant shall reimburse Landlord the actual, reasonable cost of such cleaning within 30 days after invoicing by Landlord, which payment obligation shall be Additional Rent due and owing under this Lease.

If Tenant permits its employees or guests to bring pets on to the Leased Premises, Tenant shall require that any such pets are well behaved, do not cause a nuisance to other building occupants, and Tenant shall ensure that any animal waste is promptly cleaned.

The Tenant agrees that no business will be conducted or anything done in and about the Leased Premises which will increase the Landlord's present rate of insurance, and if Landlord's insurance costs increase as a result of Tenant's activities within the Leased Premises, in such event, Tenant shall pay the increase of insurance cost incurred by Landlord.

Beginning March 1, 2025, Tenant and Tenant's employees and invitees shall have the right to make the non-exclusive use of the parking area in common with other tenants, visitors, and users of Landlord's Property. However, Tenant may make the exclusive use of a portion of the parking area as needed for special events. (March 1 – following February 28/9). In order to have the right of such exclusive use, Tenant must provide no less than 7 days advance written notice of the date upon which exclusive use is to be made. Tenant shall provide a narrative describing the proposed use, the area to be occupied, the duration of the exclusive use, the identity of any proposed users, and such permits and licenses as are legally required, or which Landlord may reasonably require. Tenant must allow for legally required emergency access and may not unreasonably impede the access of other users. Tenant shall cause the area to be promptly and completely cleaned up and restored after each such exclusive use.

At other times, Tenant may request Landlord's permission to allow the use of a portion of the parking area for a food truck or other vendors. Any such food truck must be legally permitted to operate and must carry reasonable policies of insurance. Landlord may grant or deny such requests in its good faith discretion, taking into account, among other things, impacts on the Landlord's Property, its other users and occupants, health, safety, and public convenience.

8. **Maintenance of the Premises**. The parties' responsibilities as to the maintenance of the Leased Premises during the term of this Lease are as follows:

a. Tenant is responsible for maintaining the interior of the Leased Premises, from and including the painted interior surface plasterboard walls, at Tenant's own expenses, which shall include maintenance of the plasterboard and utilities related to brewery equipment inward, and the replacement of light bulbs, janitorial standard cleaning of the interior of the Leased Premises, basic clean up, Tenant shall arrange, at Tenant's expense, for adequate garbage collection service from the Leased Premises to the designated locations as to preclude any unsightliness as a result of garbage or litter on the surrounding area and disposal of its business related garbage.

b. No remodeling or structural alterations of the Leased Premises may be undertaken without the Tenant first having obtained Landlord's written consent, which consent shall not be

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unreasonably withheld. All such undertakings shall be performed and completed in a workmanlike manner and in compliance with all applicable building and zoning codes. Tenant shall have only a licensed and qualified contractor construct Leasehold Improvements, and all construction shall be consistent with the applicable building codes then in effect.

c. Due to electrical panelboards, heating and water supply for the entire premises, Landlord shall have access to the Leased Premises at all times.

d. Tenant is responsible for repair, and maintenance of any damage caused by tenant occupancy. Tenant shall only employ owner approved personnel for repairs and maintenance. Tenant is responsible for keeping clean all door and window glass that are part of the Leased Premises. Tenant shall not display signs, or advertisement posters on the exterior of the building or ground area adjacent to the Leased Premises without written prior approval by Landlord. Tenant shall notify Landlord of all Landlord maintenance required. All signage approved by Landlord shall also be consistent with all applicable ordinances, codes, and regulations of the City and Borough of Sitka.

e. Tenant shall keep the access road open at all times in front of Unit A so that other tenants may access apartments and storage units. In addition, Tenant shall always keep access open for fuel delivery.

f. Landlord shall provide for periodic snow removal and maintenance of the shared parking area on an as-needed basis. Tenant shall reimburse Landlord 40% of the actual, reasonable charge of such snow removal and maintenance within 30 days after invoicing by Landlord, which payment obligation shall be Additional Rent due and owing under this Lease.

9. Condition of Premises. Tenant acknowledges that it has inspected the Leased Premises. The Leased Premises are being Leased "AS IS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH NO EXPRESS OR IMPLIED COMMERCIAL LEASE REPRESENTATIONS, STATEMENTS, OR WARRANTIES BY THE LANDLORD AS TO THE PHYSICAL CONDITIONS, QUALITY OF CONSTRUCTION, WORKMANSHIP, STATE OF REPAIR, OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LANDLORD.

10. Security Agreement. To secure for Landlord the performance by Tenant of the terms, conditions, covenants, and obligations of this Lease, Landlord shall have a security interest, pursuant to Alaska Statute 45.29.010 et seq. in the Tenant's leasehold improvements, furniture, fixtures, and equipment situated within the Leased Premises from and after the effective date of this Lease. Tenant shall execute all necessary financing statements in a form satisfactory to Landlord and the same shall be filed in the Central Recording District, and such other recording district as Landlord may desire.

11. I**nsurance**.

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i. Landlord. Landlord shall carry and maintain, during the full Tenn of this Lease, the following types of insurance:

1. Fire Insurance. Landlord shall maintain on the building and other improvements in which the Leased Premises are located, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief, boiler and machinery special coverage, and business interruption endorsements to the extent of full insurable replacement value. It is expressly acknowledged by Tenant that Landlord's fire and casualty insurance shall not cover the Tenant's leasehold improvements, fixtures, or personal property. The insurance policy shall provide that any proceeds shall be made payable only to Landlord. Use of any proceeds received shall be subject to the rights of a mortgagee, if any. Landlord shall not be obligated to apply any insurance proceeds to the repair of the Leased Premises. Rather, how Landlord elects to use the proceeds shall be solely within Landlord's discretion. In the event the insurance proceeds are not used to restore the Leased Premises, Tenant may immediately elect to terminate this Lease without further liability to Landlord. At least annually, Tenant shall provide Landlord access to all fire sprinkler and extinguishers to perform necessary inspections.

2. Liability Insurance. Landlord may, but is not obligated to, carry and maintain broad form comprehensive general public liability insurance with limits of [redacted] combined single limit insuring against any and all liability of Landlord with respect to the Leased Premises, or arising out of the maintenance, use, or occupancy thereof.

ii. Tenant. Tenant shall carry and maintain, during the entire term hereof, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and, in the form, hereinafter provided for and satisfactory to Landlord.

1. Fire Insurance. Tenant, at its cost shall maintain on all its personal property including inventory, fixtures, equipment, Tenant improvements, and alterations, in, on, or about the Leased Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent acceptable to Landlord, but in no event less than one hundred percent (100%) of the replacement value of the Tenant's personal property. The proceeds of any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements or alterations in the event Landlord elects to restore the Leased Premises in the event of loss or damage to the building.

2. Liability Insurance. Broad form comprehensive public liability insurance with limits of [redacted] single limit issued under a Commercial General Liability (CGL) policy, insuring against any and all liability of Tenant with respect to the Leased Premises or arising out of the maintenance, use, or occupancy of the Leased Premises, including liquor liability which provides coverage on the basis of an "occurrence" policy. Landlord shall be named as an "additional insured" on all such policies, and, for purposes of this Lease, Tenant's liability insurance on the Leased Premises shall be deemed primary coverage to any liability coverage which Landlord may have in place at the time of the occurrence.

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3. Workers' Compensation. Tenant further covenants and agrees, at its expense, to acquire, maintain and display at all times necessary, workers compensation insurance, as required by the State of Alaska, covering all persons employed by Tenant in and about the Leased Premises.

4. Method of Coverage. Tenant's obligation to insure under this section may be provided by appropriate amendment, rider, or endorsement on any blanket policy or policies carried by Tenant.

12. **Personal Property and Sales Taxes**. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges (hereinafter "taxes") that are imposed, levied, or assessed by the federal, state, borough, city, or other governmental body or agency on any personal property of Tenant. In addition, Tenant shall pay all tax, including state or municipal sales tax that is assessed from the sale of goods and for services that occur from the Leased Premises.

13. **Real Property Taxes**. Landlord shall pay, prior to delinquency, any real property taxes assessed or levied on the Building and the Leased Premises.

14. **Changes and Improvements by Tenant**. Tenant shall not make any improvements, structures, alterations, or additions, and no modifications thereto, in, on, or about the Leased Premises, including structural alterations to the walls or floors of any of Landlord's permanent structures in which the Leased Premises are located, without the prior written consent of Landlord being first had and obtained. A violation by Tenant of the provisions of this paragraph shall be deemed a material breach of this Lease. Prior to the construction of the improvements, Tenant shall submit to Landlord plans and drawings for the improvements, which shall conform to the general architectural scheme and overall plans adopted by Landlord for Leased Premises.

15. **Right of Landlord to Enter, Inspect, and Make Repairs**.

i. Landlord will give tenant 24-hour of notice (through its authorized employees, agents, contractors, subcontractors, and other representatives) shall have the right to enter upon any of the Leased Premises for any or all of the following purposes:

1. to inspect the premises to determine whether Tenant has complied with the terms and conditions of this Lease;
2. to perform maintenance and make repairs and replacements in any case where Tenant is obligated to do some and had failed after written notice unless in circumstances of an emergency, in which event Landlord can enter without notice being first served. In such event, Tenant shall reimburse Landlord for the reasonable cost incurred by Landlord to perform the maintenance and repair required of Tenant;

3. to perform maintenance and make repairs and replacements in any case where Landlord is obligated to do so; and in any other case where Landlord, in its reasonable judgment, determines that it is necessary or desirable to do in order to preserve the structural safety

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of such Premises or the building in which they are located or to correct any condition likely to cause injury or damages to persons or property. Each party agrees that the cost and expense of any repair or maintenance to the one party's property or structures, or the mechanical or other equipment therein that are occasioned by the negligence or misuse by the other party (its employees or invitees,) shall be paid or reimbursed by such other party; and,

4. to make structural additions, repairs, and alterations to the buildings or structures in which the Leased Premises are located when deemed necessary by Landlord, in Landlord's sole discretion.

ii. All entries made for any purpose enumerated above shall be without abatement of rent, and Landlord may, for that purpose, erect scaffolding or use other necessary equipment.

iii. No entry for any of the purposes authorized in this paragraph by or on behalf of Landlord shall cause or constitute a constructive or actual eviction or an interference with the possession or the quiet enjoyment of Tenant.

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

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

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If Landlord shall elect to continue this Lease in effect, it will proceed in a reasonable manner to restore or repair the Leased Premises. For the period from the occurrence of any damage to the date repairs are completed, the rent shall be abated. Tenant acknowledges and agrees that Landlord shall not be liable to Tenant for any loss or damage incurred by Tenant as a result of an occurrence that causes either the temporary closure of Tenant's business or the denization of the Lease. Tenant agrees herein to assume the risk resulting in the loss of business and damage and loss of property from fire, water, or other such insurable risk, regardless of whether such loss was caused or resulted, in whole or in part, from Landlord's (its employees, agents, contractors, or invitees) negligence.

If the Leased Premises are totally or partially destroyed from a risk not covered by the insurance either party is required to have, then either party shall have the right to terminate this Lease. If Landlord elects to restore the damage incurred to the Leased Premises, Landlord shall not be required to restore any of Tenant's trade fixtures, and/or personal property, such excluded items being the sole responsibility of Tenant to restore, regardless whether the loss or damage thereto was the result of Landlord's negligence, in whole or in part.

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

i. Tenant shall fail to pay a monthly installment of rent or any other obligation hereunder involving the payment of money on the date the payment is due. It is understood that a payment owed by Tenant under this Lease must be actually received by Landlord on or before the date on which the payment is due.

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

iii. Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

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

v. A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Tenant or of any guarantor of Tenant's obligations under this Lease, where possession is not restored to Tenant within sixty (60) days.

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

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i. At the expiration or termination of the Lease created hereunder, Tenant shall surrender the Leased Premises free and clear of any and all liens and encumbrance, and in as good, safe, and clean condition and state of repair, equal to the condition of the Leased Premises on the effective date of this Lease, subject only to reasonable wear and tear.

ii. Tenant shall promptly remove, after relinquishment of possession, all of Tenant's personal property. In the event it is not immediately removed, within thirty (30) days all property will be considered abandoned. However, Tenant shall be and remain responsible for any costs of disposal, storage or removal. Tenant shall not remove Leasehold Improvements or Equipment, including but not limited to lighting fixtures, carpeting, doors, electrical outlets, wall coverings, lighting units, moldings, heat and air conditioning units, telephone, and alarm systems, if any. Tenant shall also repair and any damage occasioned by such removals, at Tenant's expense, and in default thereof, Landlord may elect such removal and/or repair and Tenant shall pay Landlord the cost thereof, with interest at the rate specified in this Lease hereof from the date of payment by Landlord, until paid in full, plus any other damages caused thereby, including loss of rent.

iii. Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease. If Tenant vacates or abandons the Leased Premises or is dispossessed by process of law or otherwise, any personal property, fixtures, or other improvements left on the Leased Premises and not removed within five (5) days after such abandonment, shall be deemed abandoned to the sole and exclusive ownership of Landlord, and Landlord may dispose of such property as Landlord deems appropriate without reimbursement to Tenant. Tenant waives any right to claim any right or interest therein or thereto and Landlord may remove, store, or otherwise dispose of such items and repair any damages caused thereby at the cost and expense of Tenant, plus interest and damages as provided in b., above.

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

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

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

ii. The Tenant is declared to be insolvent by any court.

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iii. Tenant makes an assignment, general or otherwise, for the benefit of creditors.

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

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

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

vii. The abandonment or cessation of business at Leased Premises for a period of thirty (30) days by Tenant.

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

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

i. To re-enter the Leased Premises and remove and store all property in the Leased Premises, at Tenant's costs and without responsibility for loss or damage, provided Tenant is given reasonable notice. This right shall include the right to immediately change locks on all entry doors, remove and store all personal property of the Tenant, at the Tenant's expense.

ii. The right to declare this Lease to be terminated.

iii. The right to re-rent the Leased Premises to a third party for any sum Landlord deems the best available rental rate Premises.

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iv. The right to collect rents due from other occupants of the Leased Premises, if any.

v. The right to declare all rent and other charges due and owing for the balance of the applicable term in accordance with the amounts due set forth in this Lease. Landlord shall be entitled to retain all rents paid and received by Tenant without reimbursing Tenant a prorate share as of the date of termination, should Landlord elect to terminate the Lease under subpart b., above.

vi. The right to recover damages against Tenant, including but not limited to, the following:

1. the cost of performing Tenant's obligations pursuant to the Lease;

2. the amount equal to the total due under this Lease, less payments made by Tenant and rents received or what would have been received by reason of Landlord's common law obligation to mitigate damages;

3. interest shall be charged at the rate defined in this Lease;

4. actual attorney fees and costs computed in accordance with reasonable hourly rates and charges customarily charged in Alaska; and,

5. Such other costs and damages incurred by Landlord that are consequential or incidental to Tenants breach of this Lease.

23. **Assignment and Subletting**. Tenant will have exclusive rights to food and sales within the Leased area. Tenant shall not assign or sublet the Lease Premises, or any part thereof, without the prior written consent of Landlord which consent shall not be unreasonably withheld. Any such attempted assignment or subletting without the prior written consent of Landlord shall be void and of no force or effect and may, at the option of Landlord, be deemed a material default and a basis for termination of this Lease. Consent given on one occasion shall not be construed as, or constitute a waiver of the requirement of consent as to any subsequent or further assignment or subletting. In the event of assignment or subletting, Tenant shall remain liable and responsible for performance of all the terms, covenants, conditions, and provisions provided for in this Lease, including payment of rent and other charges herein provided and the assignee shall be required to enter into an agreement to perform all of the terms and conditions of this Lease. In the event the Leased Premises, or any portion thereof, are Leased, Tenant shall pay to Landlord, any costs incurred by Landlord in considering and consenting to the Lease or assignment of any rights of Tenant under this Lease, including actual attorney fees incurred by Landlord related thereto. For the purposes of this provision, the sale or exchange of 51% or more of the Tenant entity shall be deemed to be an assignment requiring Landlord consent.

24. **Subordination Agreement**. Upon written request of Landlord, or any mortgage, deed of trust trustee or beneficiary of Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust which encumbers the Leased Premises or

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any improvements hereafter placed upon the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, provided that the mortgagee or beneficiary as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time.

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

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

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

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

26. **Hazardous Wastes and Environmental Matters**. Tenant shall not cause or permit any activities on the Leased Premises which directly or indirectly could result in the Leased Premises or any other property becoming contaminated with wastewater, hazardous or toxic waste

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or substances, or which violates any municipal, state, or federal environmental law. For purposes of this Lease, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as wastewater, hazardous or toxic waste or substance, hazardous or toxic material or other similar terms by an applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect during the term of this Lease, and shall also include waste water. Tenant shall provide written notice to Landlord immediately upon Tenant becoming aware that the Leased Premises or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Tenant shall comply, at Tenant's expense, with all statutes, regulations, and ordinances, which apply to Tenant or the Leased Premises, relating to use, collection, storage, removal, or cleanup of hazardous, or toxic waste or substances in or on the Leased Premises. Tenant shall indemnify and hold Landlord harmless from all costs including remediation and cleanup costs, penalties, fees, and reasonable attorney fees incurred by Landlord as a result of Tenant's failure to comply with the provisions of this paragraph. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

On addition, all waste generated by the brewery operations will immediately be cared for and properly disposed of to prevent attractants to birds, animals, odors, and any other real or potential nuisances.

27. **Miscellaneous.**

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

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

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

iv. Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this Lease. Venue as to any action, claim, or proceeding arising out of, or based upon this Lease, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Sitka, First Judicial District, Alaska. Both parties waive their right to a jury trial, meaning that any dispute

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between the parties shall be tried before a judge acting as factfinder as well as making conclusion of law.

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

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

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

viii. Notice of Claims or Damages. Tenant shall, upon discovery, give immediate notice to Landlord, in case of fire or accidents in or on the Leased Premises or in the building of which the Leased Premises are a part, or of defects therein or in any fixtures or equipment, or from which persons may be injured.

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

x. Interest on Amount Unpaid. Except as otherwise provided herein, any sum not paid when due pursuant to the terms of this Lease shall thereafter bear interest at the rate of [redacted], however, that interest shall not exceed the maximum interest rate authorized by law, and that in the event the interest rate provided herein exceeds such maximum, such interest rate shall be deemed to be adjusted downward to conform to the minimum rate so authorized by law.

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

xii. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto. Tenant acknowledges that it has read this entire Lease, has fully

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understood the provisions thereof, was satisfied therewith, and signed the same of its own free will. The parties further acknowledge that any prior contracts, promises, representations, or agreements between Tenant and Landlord, their members, employees, agents, and servants, relating to the Lease of the subject premises, are hereby extinguished. The parties agree that there are no oral or written promises, representations or agreements between Tenant and Landlord or the persons above referred to relating to the Lease of the subject premises, except as set forth in this document. Accordingly, this Lease constitutes the entire and only agreement between Landlord and Tenant relating to the Lease of the subject premises.

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

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

LANDLORD:
Brewery Square, LLC
1314 Sawmill Creek Rd.
Sitka, AK 99835

TENANT:

Harbor Mountain Brewing Company
1209 A Sawmill Creek Rd.
Sitka, AK 99835

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

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

xvi. Limit of Liability and Responsibility. Landlord shall not be responsible for any damage to or theft of any personal property, furnishings, or equipment belonging to Tenant, its employees, agents, or assigns, or for any claims by Tenant, its employees, agents, or assigns for any such damage or loss incurred by Tenant, Tenant's clients, customers, employees, invitees, agents, contractors, or representatives, except as may be caused by employees of Landlord while

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acting within the course and scope of their employment. In no event shall either party be responsible to the other for punitive, exemplary, or consequential damages.

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

LANDORD:
Brewery Square, LLC

By:_____

TENANT:
Harbor Mountain Brewing Company, LLC

By:_____

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