

**CONSENT TO AND APPROVAL OF ASSIGNMENT
OF SUBLEASE BETWEEN CBS AND
NUGGET RESTAURANT TO DPJT, INC.**

City and Borough of Sitka, Alaska ("CBS"), of 100 Lincoln Street, Sitka, Alaska 99835, entered into a sublease, entitled "Sublease Agreement between the City and Borough of Sitka and Nugget Restaurant" dated March 5, 2014 ("Sublease"), with Nugget Restaurant ("Tenant"), of PO Box 797, Sitka, Alaska 99835.

Pursuant to Section 8.1 of the Sublease, Tenant has requested CBS's consent to and approval of assignment of the Sublease to DPJT, INC. ("Assignee"), of 600 Airport Road, Sitka, Alaska 99835, an Alaska corporation in good standing (Entity # 80462D) with Tim Holder the President, Shareholder, Treasurer, Vice President and 100% owner of all shares, which owns Tenant in its entirety with Tenant being licensed to do business in Alaska (License # 908617).

CBS hereby consents to and approves the assignment of the Sublease to Assignee in accordance with Section 8.1 of the Sublease, with all rights, title, interest, obligations, and liabilities. Assignee shall be subject to all terms and conditions of the Sublease, including any amendments and/or extensions.

The purpose of this Consent is to consent to and approve the assignment which, consequently, recognizes the entity form changes the Tenant has undergone during the initial and holdover terms of the Sublease. Ultimately, the assignment is necessary so tenant may renew its liquor license with the Alaska Alcoholic Beverage Control Board which has recently been denied because the applicant, DPJT, INC., is not the named Tenant for the applicable premises.

CBS has been provided with all of the terms of the assignment, including a copy of the

written instrument effectuating the assignment (if any), and CBS hereby approves the assignment. Tenant and Assignee warrant that the agreed upon assignment makes no changes to the Sublease.

This Sublease is contingent upon the following provisions occurring before any execution of this document:

1. Assignee shall provide documented proof of insurance as required by the Sublease; and,
2. Assignee shall provide in writing the name and address of the official contact of Assignee, who shall receive all future notices required by the Sublease.

This Consent is also based on the Assignee providing the following assurances by signing this Consent:

1. Assignee will be liable under the Sublease in accordance with this Assignment;
2. Assignee affirms that it is legally bound by the Sublease and that it will comply with all the terms and conditions contained in the Sublease;
3. Assignee agrees that it is liable to defend, indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Sublease; and,
4. Assignee agrees that it is liable to defend, indemnify and hold harmless CBS pursuant to any claims, actions, or damages arising from this Sublease.

This Consent was approved by the CBS Assembly on _____.

This Consent is conditioned upon the approval of Alaska DOT&PF.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: Keith Brady
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this_____ day of _____, 2018, by Keith Brady, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My commission expires: _____

NUGGET RESTAURANT

Date

By: Tim Holder
Its: Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this_____ day of _____, 2018, by Tim Holder Manager of the NUGGET RESTAURANT, a business licensed in Alaska , on behalf of the business.

Notary Public in and for the State of Alaska
My commission expires: _____

**Consent To And Approval Of Assignment Of Contract between CBS
and Nugget Restaurant to DPJT, INC.**

DPJT, INC.

Date

By: Tim Holder
Its: President

STATE OF ALASKA)
) ss.
First JUDICIAL DISTRICT)

The foregoing instrument was acknowledges before me this_____ day of _____, 2018, by Tim Holder, President of DPJT, INC., an Alaska corporation, on behalf of the corporation.

Notary in and for the State of Alaska
My commission expires: _____