



ASSIGNMENT GUIDELINES

PER CHAPTER 42, TITLE 17 OF THE ALASKA ADMINISTRATIVE CODE (17 AAC 42)

17 AAC 42.260:

(a) This section applies to an assignment of an interest in a lease, permit, or concession other than an assignment for security purposes. For purposes of this section, any single or cumulative transfer of more than 50 percent interest in a partnership, limited liability company, or corporation that holds a lease, permit, or concession in an assignment of interest is subject to approval under this section.

(b) Unless the lease, permit, or concession expressly provides otherwise, a lessee, permittee, or concessionaire may not assign all or a portion of a lease, permit, or concession, including improvements, without the prior written consent of the airport manager under 17 AAC 42.275. An assignment made contrary to the requirements of this section and 17 AAC 42.275 is void.

Definitions from 17 AAC 42.990:

Airport: Ted Stevens Anchorage International Airport

Assignor: A lessee, permittee, or concessionaire, who is the grantor in an assignment.

Assignee: A person who receives an interest under an assignment of a lease, permit, or concession.

Assignment: The transfer to another person of all or a part of the interest of a lessee, permittee, or concessionaire in a lease, permit, or concession and includes a merger, consolidation, or cumulative transfer of controlling interest of a lessee, permittee, or concessionaire.

Assignment for Security Purposes: An assignment that grants to a creditor an interest in a lease, permit, or concession, including improvements, as collateral to ensure payment or performance of a debt, loan, or other obligation by the lessee, permittee, or concessionaire.

A request for consent to an Assignment of Lease must be submitted in writing. An Assignee of a Lease may not occupy the premises before the Airport consents to the Assignment in writing.

HOW TO APPLY FOR AN ASSIGNMENT OF LEASE

Provide the following items to the Airport's Leasing Department:

a) *Assignment of Lease and Acceptance of Assignment of Lease documents:*

These documents must:

- i) Be submitted in triplicate and be originals;
- ii) Be signed and properly notarized;

- iii) Include the name, address, telephone number, and contact email (if available) for the proposed Assignee. The name of the Assignor must match the name of the Lessee on the Lease;
- iv) Include a description of the premises to be assigned, including the Lease ADA number;
- v) Include a description of the proposed Assignee's intended use of the premises;
- vi) Include financial and other information about the proposed Assignee establishing their ability to carry out the financial and other obligations under the Lease;
- vii) Include a provision stating that if there is a conflict between the Lease and the Assignment or its underlying documents, the Lease governs;
- viii) Include a provision stating that the proposed Assignee accepts responsibility for all of the Assignor's obligations under the Lease, including environmental liability and responsibility; and
- ix) If one of the parties is a corporation, include the corporate seal applied to the documents, or a corporate resolution showing that the person signing the documents is authorized to do so on behalf of the corporation.

b) Proof the proposed Assignee now owns the permanent improvements:

Provide written proof that the proposed Assignee now owns the permanent improvements on the premises; this can take the form of a bill of sale, purchase agreement, or other transfer document.

c) *Assignment of Lease for Security Purposes and Acceptance of Assignment of Lease for Security Purposes* documents:

If the permanent improvements on the premises are being purchased over time and are being used as collateral or security on a loan, *Assignment of Lease for Security Purposes* and *Acceptance of Assignment of Lease for Security Purposes* documents are also required. Please contact the Airport's Leasing Department to discuss what additional information will be needed.

THINGS TO NOTE:

- Assignment documents cannot give greater rights than those granted by the Lease.
- An Assignor may request that the Leasing Department informally review a proposed assignment before the assignment documents are executed. However, an assignment of a lease, permit, or concession is effective only if the Airport consents to the assignment in writing after receiving a request for the assignment.
- An applicant may protest a denial of an assignment or of an assignment for security purposes in accordance with 17 AAC 42.910.