



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: November 1, 2023

FROM: Sonya Irwin, OLE

RE: #4542 The Trees RV Park & General Store

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.: Consider the transfer with a security interest.

Background: A completed transfer application has been received for liquor license #4542. 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
AB-01
AB-02
Legal Counsel's Memo

PURCHASE AND SALE AGREEMENT

This *Purchase and Sale Agreement* ("Agreement") is made and entered into this August 31, 2023 ("Execution Date") by and between PAH LLC, a North Dakota limited liability company owned by Pamela Haase and Heidi Haase, of 640 Desiree Drive, Grand Forks, North Dakota 58201 ("Buyer") and The Trees, LLC, an Alaska limited liability company owned solely by Larry Dunham, of P.O. Box 404, Petersburg, Alaska 99833 ("Seller").

RECITALS

A. Seller shall have authority under a *Special Power of Attorney* signed by Brandon Allison, sole member of One Day Enterprises L.L.C., member of The Trees RV L.L.C., to convey to it a fee simple interest in certain real property commonly described as 10.2 Mitkof Highway, Petersburg, Alaska ("Real Property") which is legally described as:

Lot 25 of Falls Creek subdivision, containing 0.97 acres, more or less, according to the survey plat recorded in the Petersburg Recording District, First Judicial District, State of Alaska on December 5, 2002, as plat No. 2002-14.

B. Seller owns tangible personal property in the form of inventory, furnishings and equipment as listed on the attached Exhibit "A" ("Personal Property").

C. Seller shall have authority under an *Irrevocable Assignment for Security Purposes and Power of Attorney* and a *Notice of Security Interest in Package Store Liquor License No. 4542* and a Form AB-01: *Transfer License Application* signed by Brandon Allison, sole member of One Day Enterprises L.L.C., member of The Trees RV L.L.C. to revoke and transfer to it State of Alaska Package Store liquor license number 4542 ("Liquor License").

D. Pursuant to this Agreement, Seller intends to sell, and Buyer intends to buy the Real Property, Personal Property and Liquor License.

1. Purchase and Sale

1.1 **Assets to be Purchased.** On the terms and conditions set forth herein, Seller shall sell to Buyer and Buyer shall purchase from Seller all of Seller's right, title, and interest in and to the Real Property and Liquor License, free and clear of all liens, security interests, charges, suits, proceedings, options, obligations or other encumbrances of any kind or nature (collectively, "Liens"). Without limiting the generality of the foregoing, the Assets shall include without limitation:

(a) The fee simple interest in the Real Property and all improvements thereon, including all of Seller's right, title, and interest in and to all fixtures, appurtenances, and easements thereon or related thereto the Real Property that constitutes an RV Park and General Store ("Facility");

(b) **Personal Property.** The equipment, furniture, fixtures, appliances, tools, instruments, on-site inventory, art and decor located in the Facility and/or used in connection with the operation of the Facility ("**Personal Property**") as shown on Exhibit "A" attached hereto; and

(c) State of Alaska Package Store liquor license number 4542 ("**Liquor License**").

1.2 **Properties and Assets Retained by Seller.** Notwithstanding any other provision of this Agreement, the Assets shall not include (i) any of Seller's cash, cash-equivalents, deposits in banks or other financial institutions, (ii) accounts receivable for services or goods performed or provided prior to the Closing Date, (iii) utility deposits, whether posted in cash, as bonds or otherwise.

1.3 **No Assumption of Liabilities.** Notwithstanding anything in this Agreement to the contrary, Seller shall retain, and Buyer shall not assume, or in any way be liable or responsible for, any obligations or liabilities of Seller or the Facility whatsoever, whether fixed, contingent, or otherwise, and whether known or unknown.

2. Purchase Price and Terms

2.1 The total purchase price payable by Buyer to Seller for the Assets shall be Three Hundred Ninety Thousand and No/100 Dollars (\$390,000.00) (plus or minus any costs and prorations for which Seller and/or Buyer are responsible under the terms hereof) ("**Purchase Price**"). The Purchase Price shall be payable pursuant to Buyer's and Brandon Allison's signing of an *Assumption and Release Agreement* assuming the obligations under that *Deed of Trust Note* and *Deed of Trust and Security Agreement* (due on sale) dated June 25, 2022, and recorded July 13, 2022, at recording number 2022-000425-0 with a balance remaining of approximately Three Hundred Ninety Thousand and No/100 Dollars (\$390,000.00).

2.2 Buyer and Seller agree to enter into an Escrow Agreement with First National Bank Alaska. All payments shall be paid directly to the Escrow Agent, First National Bank Alaska. All escrow account fees shall be paid by Buyer. First National Bank Alaska shall hold the *Assumption and Release Agreement*, *Personal General Guaranty* of Pamela Haase, *Personal General Guaranty* of Heidi Haase and a *Request for Full Reconveyance* until the obligations under the *Deed of Trust and Security Agreement* have been paid in full.

2.3 **Allocation of Purchase Price.** The allocation of the value of the assumption of Buyer under that *Assumption and Release Agreement* shall be allocated as follows:

Real Property	\$218,400.00
Personal Property	\$70,200.00
Liquor License	\$101,400.00

3. Inspection Period.

3.1 Right of Entry. Seller hereby grants to Buyer and its agents, employees, contractors and representatives a right of entry upon the Real Property, subject to notice of the intent to enter the Real Property served upon Brandon Allison pursuant to Alaska statutory law, and a right to examine all records, plats, plans, agreements, permits, licenses, contracts, and all other documents and agreements or other matters pertaining to the Real Property not heretofore delivered to Buyer but which are in the possession of Seller for the purpose of reviewing the same and/or making surveys, engineering studies, tests and such other investigations and inspections as Buyer may elect to make, including interviewing third parties having knowledge respecting the Property.

3.2 Inspection Period. From the date of signing until September 1, 2023 ("Inspection Period"), Buyer may cancel this Agreement for any reason whatsoever in Buyer's absolute and sole discretion, provided Buyer delivers written notice of such cancellation to Seller prior to the expiration of the Inspection Period. Provided such notice is timely delivered, this Agreement shall be null and void and of no further force or effect, and each Party shall be relieved of all obligations and liabilities to the other or related to the transaction contemplated hereby, except those which by their terms are to survive a termination of this Agreement. In the event Buyer so terminates this Agreement, Buyer shall promptly return to Seller all documents, information and other materials provided by Seller or Seller's representatives that pertain to the Real Property.

3.3 Conduct of Investigations; Indemnity. All inspections, tests and examinations shall be conducted by parties qualified and, where applicable, licensed to conduct such inspections, tests and/or examinations. Buyer shall pay the costs of all tests, inspections, examinations, investigations, and reviews conducted pursuant to this Agreement. After the performance of any tests, inspections, examinations, investigations and reviews, Buyer shall promptly restore any damage to the Property to substantially the same condition as existed prior to the conduct of said tests, inspections, examinations, investigations and reviews, and this obligation of Buyer shall survive any termination of this Agreement. In conducting its investigation, Buyer and Buyer's agents shall conduct all investigations on the Property in a reasonable manner and so as not to unreasonably interfere with the operation of the Property by Seller nor with the conduct of business. Buyer shall not be liable for any losses or liabilities resulting from Buyer's investigations uncovering the existence of any environmental contamination or any other defects or conditions which adversely impact the Property, except to the extent that Buyer's investigations exacerbate such conditions. Seller shall cooperate with the Buyer and provide Buyer's representatives with access to the Property for interviews (including tenant or RV Park clientele interviews), examination, testing, inspection, and investigation at all reasonable times through the expiration of the Inspection Period. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including attorneys' fees and experts' fees, arising from Buyer's breach of its covenants in this paragraph. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Title Review.

Within ten (10) business days following the Execution Date, Seller shall deliver to Buyer a preliminary title report from the Title Company ("**Preliminary Report**"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("**Exceptions**"). Buyer shall have five (5) business days after receipt of a copy of the Preliminary Report and the Exceptions within which to give notice in writing to Seller of any objection to the Exceptions ("**Objected Exceptions**") and such endorsements that Buyer will require as part of the Title Policy (defined below) ("**Required Endorsements**"). Within five (5) business days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the Objected Exceptions and obtain the Required Endorsements. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within five business (5) days after receipt of such notice from Seller ("**Title Contingency Date**"), Buyer shall elect whether to (i) purchase the Property subject to those Objected Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Seller is willing and able to remove all Objected Exceptions, then Buyer is not required to respond to Seller's notice. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Objected Exceptions which Seller has agreed, or is deemed to have agreed, to remove. All remaining Exceptions set forth in the Preliminary Report which are not Objected Exceptions and those Exceptions caused by or agreed to in writing by Buyer shall be deemed "**Permitted Exceptions**". Seller shall not create any title exceptions after the effective date of the Preliminary Report.

If any new exceptions to title to the Property are identified by Title Company prior to the Closing which are not Permitted Exceptions, then Buyer shall notify Seller in writing within three (3) business days following receipt of notice of such new exceptions of Buyer's acceptance of or any objections to such new exceptions to title ("**Updated Title Objection Notice**"). If Buyer delivers an Updated Title Objection Notice, Seller shall, within three (3) business days of receipt of such Updated Title Objection Notice, have the option in its sole discretion of either (i) electing not to cure any objections to title identified in the Updated Title Objection Notice, or (ii) agreeing in written notice ("**Seller's Updated Title Response Notice**") to Buyer that on or before the Closing, Seller shall cure any or all of the objections to title specified in the Updated Title Objection Notice; provided, however, Seller shall have the right to extend the Closing up to thirty (30) days in order to cure any such objections. Seller's failure to deliver Seller's Updated Title Response Notice within such three (3) business day period shall be deemed to constitute Seller's election not to cure any objections to title specified in the Updated Title Objection Notice pursuant to clause (i) above. If Seller elects, or is deemed to have elected, not to cure each of the objections to title specified in the Updated Title Objection Notice, then Buyer shall elect, within six (6) days following delivery of the Updated Title Notice to either (1) waive its prior objection to such of the title matters referenced in the Updated Title Objection Notice which Seller has not elected to cure pursuant to the Seller's Updated Title Response Notice, in which event such matters as to which Buyer has waived such prior objections shall be deemed to constitute Permitted Exceptions, or (2) terminate this Agreement. Buyer's failure to deliver notice waiving Buyer's prior objections pursuant to clause (1) above on or before the expiration of such six (6) day period shall be deemed

to constitute Buyer's election to terminate pursuant to clause (2) above. If the Closing is scheduled to occur prior to the date which is six (6) days following delivery of an Updated Title Objection Notice pursuant hereto, then the Closing shall be extended so as to occur on the first (1st) business day occurring after the sixth (6th) day following delivery of such Updated Title Objection Notice.

In the event this Agreement is terminated pursuant to this Section 4, neither Party shall have any further rights, obligations, or liabilities under this Agreement except under provisions of this Agreement which are expressly stated to survive the termination of this Agreement.

5. Closing

Subject only to any provisions specifically to the contrary contained herein if any, closing of the transaction in accordance with the terms of this Agreement (the "Closing") shall take place at the office of Alaska Escrow and Title Insurance Agency, Inc., of 2030 Sea Level Drive, Ste 201, Ketchikan, Alaska 99901, on or before December 1, 2023 or on receipt of approval from the Alcoholic Beverage Control Board of transfer of the Liquor License, whichever occurs last (the "Closing Date") or at such other time and date as the parties may agree.

6. Costs and Expenses, Prorations, and Adjustments

6.1 **Costs and Expenses.** Costs and expenses associated with the sale of the Assets to Buyer shall be allocated between the parties as follows:

- a) Buyer and Seller shall each pay their own attorneys' fees;
- b) Buyer shall pay all state transfer related costs and expenses associated with obtaining transfer of the Liquor License (as defined below); and
- c) All other closing costs, if any, shall be paid equally by Seller and Buyer.

6.2 **Prorations and Adjustments.** All income and expenses arising from the conduct of the business of the Facility, including all sales and personal property taxes, shall be apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, in accordance with the principle that Seller shall be entitled to and responsible for all revenue, expenses and obligations arising from the conduct of the business or ownership of the Facility before such time, and Buyer shall be entitled to and responsible for all revenue, expenses and obligations arising from the conduct of the business or ownership of the Facility after such time.

7. Possession

On the Closing Date, Seller shall deliver to Buyer possession of the Assets.

8. Default; Remedies.

8.1 **Buyer Default.** In the event Buyer fails, through no fault of Seller, to close the sale of the Property, Seller shall be entitled to: (i) terminate this Agreement, and demand payment in full of all costs to date incurred by Seller pursuant to the transaction the subject of this

Agreement including attorney fees, escrow fees, title fees, etc. which costs shall be outlined within five (5) business days of Buyer's failure to close the sale; or (ii) pursue any remedies available at law or in equity, including without limitation, the remedy of specific performance. In no event shall either Party be entitled to punitive or consequential damages, if any, resulting from the other Party's failure to close the sale of the Property.

8.2 **Seller Default.** In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to: (i) terminate this Agreement. In no event shall either Party be entitled to punitive or consequential damages, if any, resulting from the other Party's failure to close the sale of the Property.

9. Representations and Warranties of Seller

Seller hereby warrants and represents to Buyer that as of the Closing Date:

9.1 **Authority.** Subject to the *Special Power of Attorney, Bill of Sale, Irrevocable Assignment for Security Purposes and Power of Attorney and Notice of Security Interest in Package Store Liquor License No. 4542* and Form AB-01: *Transfer License Application* signed by Brandon Allison, sole member of One Day Enterprises L.L.C., member of The Trees RV L.L.C. ("Allison Documents"), Seller shall have full power and authority to execute and deliver this Agreement and all related documents executed by Seller in connection with the consummation of the transaction contemplated hereby (collectively with this Agreement, "Seller's Transaction Documents"), and to carry out the transactions contemplated herein. The execution, delivery and performance of Seller's Transaction Documents by Seller have been duly and validly authorized by all necessary company action. This Agreement is, and each of Seller's Transaction Documents will on the Closing Date be, duly executed and delivered and each (when executed and delivered) will be valid, binding, and enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by creditor's rights laws or general principals of equity.

9.2 **No Conflict; Consents and Approvals.** The execution and delivery of this Agreement and the other Seller's Transaction Documents and the consummation of the transactions contemplated herein and therein do not result in a breach (either alone or with the giving of notice and/or the passage of time) of the terms and conditions of, nor constitute a default under, or violation of, or accelerate or permit the acceleration of the performance required by, any of the terms or provisions of: (a) Seller's *Articles of Organization or Operating Agreement*; (b) any law, regulation, court order, statute, ruling, ordinance, rule, requirement, or decree of any Governmental Authority (as defined below), whether federal, state, or local, at law or in equity (collectively, "Laws"), applicable to Seller or any of its properties or assets; or (c) any mortgage, note, bond, indenture, agreement, license, contract, lease or other instrument or obligation to which Seller is a party or by which Seller or any of the assets of Seller may be bound or affected.

9.3 **Necessary Action.** Seller will make its best efforts, with all due diligence, to take all action and obtain all consents and approvals prior to the Closing Date necessary for it to lawfully enter into and carry out the terms of this Agreement, including, but not limited to, transfer of the Liquor License.

9.4 Litigation. There is no action, suit, claim, proceeding or investigation (whether or not purportedly on behalf of or against Seller) pending or, to Seller's knowledge, threatened against or affecting Seller, by or before any Governmental Authority, nor, to Seller's knowledge, is there a basis for any such action, suit, claim, proceeding or investigation. Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or decree. The transaction contemplated herein has not been challenged by any Governmental Authority or any other person.

9.5 Compliance with Law. To the best of its knowledge, Seller is compliant with all applicable Laws related to its ownership and operation of the Facility.

9.6 Status of Seller. Seller is an Alaska limited liability company duly organized and validly existing under the laws of the State of Alaska, with all requisite power and authority to own and operate its properties and to carry on its business as now conducted.

9.7 No Misstatements or Omissions. None of the representations or warranties made by Seller, nor any statement made in any Exhibit or certificate furnished by Seller to Buyer or any of Buyer's representatives is or will be false or misleading as to any material fact or omits or will omit to state a material fact necessary to make any of the statements contained therein not misleading. Seller will provide Buyer with any information needed to correct any such errors or omissions promptly after it becomes aware thereof. Each of the representations and warranties set forth in this Article 9 shall be deemed to be material and relied upon by Buyer, and shall not be affected or deemed waived by reason of the fact that Buyer knew or should have known that any representation or warranty is or might be inaccurate in any respect, or otherwise by reason of any investigation made by Buyer unless Seller notifies Buyer in writing that such representation or warranty was untrue or inaccurate at Closing and Buyer nonetheless elected to close, in which case Buyer shall have no rights or remedies against Seller after Closing as a result of such untruth or inaccuracy.

10. Representations and Warranties of Buyer

Buyer hereby warrants and represents to Seller that as of the Closing Date and as of the Execution Date:

10.1 Status of Buyer. Buyer is a North Dakota limited liability company duly organized and validly existing under the laws of the State of Alaska, with all requisite power and authority to own and operate its properties and to carry on its business.

10.2 Authority. Buyer has full power and authority to execute and to deliver this Agreement and all related documents (collectively, "**Buyer's Transaction Documents**"), and to carry out the transactions contemplated herein. The execution, delivery and performance of Buyer's Transaction Documents by Buyer have been duly and validly authorized by all necessary company action. This Agreement is and each of Buyer's Transaction Documents will on the Closing Date be duly executed and delivered and each (when executed and delivered) will be valid, binding, and enforceable as against Buyer in accordance with its terms except as such enforceability may be limited by applicable creditor' rights laws and general principles of equity.

11. Seller's Covenants

Seller covenants as follows:

11.1 Seller will not take any action, or suffer any omission, inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transactions contemplated by this Agreement, or intentionally take any action or suffer any omission that would reasonably be expected to result in any inaccuracy or breach of any of the representations or warranties of the Seller contained in this Agreement as of the Closing Date;

11.2 Seller will promptly notify Buyer of any changes affecting the validity or accuracy of its representations and warranties of which it becomes aware prior to the Closing;

11.3 Seller will not (i) mortgage or pledge any of the Assets, or (ii) sell or otherwise dispose of any of the Assets;

11.4 Seller shall comply in all material respects with all Laws applicable to Seller;

12. Closing Deliveries

12.1 **Buyer's Deliveries.** At the Closing, Buyer agrees that it will:

- (a) Execute and deliver an *Assumption and Release Agreement and General* signed by the Members of Buyer.
- (b) Execute and deliver a *Personal General Guaranty* signed by the Members of Buyer.
- (c) Execute and deliver a *Notice of Security Interest in Package Store Liquor License No. 4542 and Irrevocable Assignment for Security Purposes and Power of Attorney* signed by the Members of Buyer.
- (d) Execute and deliver such other documents as are necessary to effectuate this transaction as reasonably requested by Seller.
- (e) Pay for any of the costs and expenses specified in Section 6 of this Agreement for which Buyer is responsible;

12.2 **Seller's Deliveries.** At the Closing and subject to Brandon Allison's signing of the Allison Documents, Seller agrees that it will:

- (a) Execute and deliver a *Statutory Warranty Deed* with respect to the Real Property;
- (b) Execute and deliver a *Bill of Sale* with respect to the Personal Property;

- (c) Pay for any of the costs and expenses identified in Section 6 of this Agreement for which it is responsible;
- (d) Facilitate the State of Alaska Alcohol and Beverage Control Board's Delivery of documents evidencing transfer of the Liquor License to Buyer; and
- (e) Execute and deliver such other documents as are necessary to effectuate this transaction as reasonably requested by Buyer.

All documents described in this Section 12 shall be prepared by the counsel for Seller, the documents shall be consistent with the terms of this Agreement and shall be in form acceptable to Buyer.

13. Conditions Precedent to Closing

13.1 Buyer's Conditions. Buyer's obligation to purchase the Assets hereunder is subject to the following conditions, any one or all of which may be waived by Buyer:

(a) **Seller's Performance.** Seller shall have performed all of its obligations under this Agreement, that are to be performed prior to or at Closing, including, without limitation all Closing Documents and evidence of transfer of the Liquor License to Buyer, to the extent such obligations have not been waived by Buyer in accordance with the terms hereof.

(b) **Seller's Representations and Warranties.** Seller's representations and warranties contained in this Agreement, other Seller Transaction Documents, or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true at and as of the date of Closing as though such representations and warranties were then again made.

(c) **Absence of Litigation.** No suit, action or proceeding shall be pending or threatened by any third party before any Governmental Authority in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the transactions contemplated thereby.

(d) **Governmental Approvals or Lease Agreement.** Buyer shall have secured all necessary consents and/or approvals of Governmental Authorities or third parties, including without limitation all licenses and permits necessary for the lawful operation by Buyer of the Facility (including, without limitation, the Liquor License).

13.2 Seller's Conditions. Seller's obligation to sell the Assets hereunder is subject to the fulfillment of each of the following conditions, any one or all of which may be waived by Seller in writing:

(a) **Allison Documents.** The signing by Brandon Allison, sole member of One Day Enterprises L.L.C., member of The Trees RV L.L.C. of the Allison Documents providing Seller with authority to convey the Real Property and Personal Property to it, and an *Assumption and Release Agreement* allowing Buyer to assume the liabilities under the *Deed of Trust*.

(b) **Buyer's Representations and Warranties.** Buyer's representations and warranties contained in this Agreement, or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true in all material respects at and as of the date of Closing as though such representations and warranties were then again made.

(c) **Buyer's Performance.** Buyer shall have performed its obligations under this Agreement that are to be performed prior to or at Closing to the extent the same have not been waived by Seller in accordance with the terms hereof.

14. Indemnification

14.1 **By Seller.** Seller, shall indemnify, defend, and hold harmless Buyer from and against any and all costs, losses, damages, liabilities, and obligations incurred by Buyer, directly or indirectly, arising from or related to:

(a) Any breach, default, or non-performance of any portion of this Agreement or the transaction documents described herein, by Seller;

(b) Any misrepresentation, breach of representation or warranty, or nonfulfillment of any agreement or covenant on the part of Seller under this Agreement, Seller's Transaction Agreements or any certificate, schedule or other instrument furnished or to be furnished by Seller to Buyer hereunder;

(c) Failure of Seller to pay, perform and discharge any of Seller's obligations;
and

(d) Any and all actions, suits, proceedings, demands, assessments, judgments, costs, and legal and other expenses, including, but not limited to, reasonable attorney's fees, incident to any of the foregoing.

14.2 **By Buyer.** Buyer shall indemnify, defend, and hold Seller harmless from and against any and all costs, losses, damages, liabilities, and obligations incurred by Seller, directly or indirectly, arising from or related to:

(a) The ownership and operation of the Facility or any of the other Assets accruing after the Closing Date;

(b) Any misrepresentation, breach of representation or warranty or nonfulfillment of any agreement or covenant on the part of Buyer under this Agreement, Buyer's

Transaction Agreements or any certificate furnished or to be furnished by Buyer to Seller hereunder; and

(c) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including, but not limited to, reasonable attorney's fees, incident to any of the foregoing.

14.3 Notice of Indemnifying Party. If a party (the "Indemnitee") receives notice of any claim or commencement of any action or proceeding with respect to which the other party (or parties) (each, an "Indemnifying Party") is or are obligated to provide indemnification pursuant to Sections 14.1 or 14.2, the Indemnitee shall promptly give the Indemnifying Party written notice thereof, which notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated, if necessary and to the extent feasible) of the claim. The failure of any Indemnified Party to promptly give any Indemnifying Party such notice shall not preclude such Indemnified Party from obtaining indemnification under this Article 14, except to the extent that such Indemnified Party's failure has prejudiced the Indemnifying Party's rights or increased its liabilities and obligations hereunder. The Indemnifying Party may conduct the defense, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, against any such matter involving the asserted liability of the Indemnitee, and the Indemnitee shall cooperate in the defense against any such asserted liability. Neither the Indemnitee nor the Indemnifying Party may settle or compromise any claim over the reasonable objection of the other. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are reasonably necessary or appropriate for such defense.

15. Termination

15.1 Grounds for Termination. This Agreement may be terminated, and the transaction contemplated herein abandoned at any time prior to Closing:

- (a) By mutual written agreement of the parties;
- (b) By Seller, if Buyer is in default beyond the cure periods provided herein; in such an event, Buyer and Seller acknowledge and agree as follows:

SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT, AFTER WHICH THE PARTIES SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS HEREUNDER.

S.P.
Seller's Initials

Buyer's Initials

(c) By Buyer, if any of the conditions set forth in Section 13.1 shall have not been fulfilled prior to the Closing Date or such earlier date as may be specifically provided for the performance thereof (as the same may be extended) through no fault of Buyer and the same shall not have been waived by Buyer; in such an event, Buyer shall have the right to: (i) waive the

Transaction Agreements, or any certificates furnished or to be furnished by Buyer to Seller hereunder; and

(c) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including, but not limited to, reasonable attorney's fees, incident to any of the foregoing.

14.3 Notice of Indemnifying Party. If a party (the "Indemnitee") receives notice of any claim or commencement of any action or proceeding with respect to which the other party (or parties) (each, an "Indemnifying Party") is or are obligated to provide indemnification pursuant to Section 14.1 or 14.2, the Indemnitee shall promptly give the Indemnifying Party written notice thereof, which notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated, if necessary and to the extent feasible) of the claim. The failure of any Indemnified Party to promptly give any Indemnifying Party such notice shall not preclude such Indemnified Party from obtaining indemnification under this Article 14, except to the extent that such Indemnified Party's failure has prejudiced the Indemnifying Party's rights or increased its liabilities and obligations hereunder. The Indemnifying Party may conduct the defense, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, against any such matter involving the asserted liability of the Indemnitee, and the Indemnitee shall cooperate in the defense against any such asserted liability. Neither the Indemnitee nor the Indemnifying Party may settle or compromise any claim over the reasonable objection of the other. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are reasonably necessary or appropriate for such defense.

15. Termination

15.1 Grounds for Termination. This Agreement may be terminated, and the transaction contemplated herein abandoned at any time prior to Closing:

- (a) By mutual written agreement of the parties;
- (b) By Seller, if Buyer is in default beyond the cure periods provided herein; in such an event, Buyer and Seller acknowledge and agree as follows:

SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT, AFTER WHICH THE PARTIES SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS HEREBUNDER.

Seller's Initials

Buyer's Initials

(c) By Buyer, if any of the conditions set forth in Section 13.1 shall have not been fulfilled prior to the Closing Date or such earlier date as may be specifically provided for the performance thereof (as the same may be extended) through no fault of Buyer and the same shall not have been waived by Buyer; in such an event, Buyer shall have the right to: (i) waive the

condition or covenant or breach at issue and proceed with the transaction on the terms contemplated herein or (ii) seek damages or specific performance of Seller's obligations hereunder, or (iii) terminate this Agreement, after which neither party shall have any further rights or obligations hereunder;

(d) By Buyer, pursuant to any specific Buyer contingency contained herein.

Seller and Buyer may not claim termination of this Agreement or pursue any other remedy referred to in this Agreement on account of a breach of a condition, covenant, or warranty by the other party hereto, without first giving such other party written notice of such breach and not less than ten (10) days within which to cure such breach.

16. Liquor License

Subject to the signing by Brandon Allison of the Allison Documents, Seller shall transfer all of Seller's interest in the Liquor License for the Facility to Buyer at Closing. Seller shall, commencing on the Execution Date, diligently and in good faith, using Seller's best efforts, secure transfer of the Liquor License to Buyer effective upon the Closing Date. Such Transfer shall be approved, to the full extent required by law, by the State of Alaska and any agency or division thereof as of the Closing Date. The actual conveyance of the Liquor License shall be subject to the Closing of this transaction. In the event that Seller, despite exercise of Seller's best efforts, is not in a position to transfer the liquor license at Closing, Buyer shall have all of the remedies set forth in Section 15.1(c) above and the following additional rights: (a) Buyer may extend the Closing Date on one or more occasions for up to a total period not exceeding three (3) months from the originally scheduled Closing Date, or (b) Buyer may Close subject to Buyer's obligation to continue using Buyer's best efforts to complete the Liquor License transfer.

17. Miscellaneous

- (a) **Successors.** The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.
- (b) **Survival.** All covenants, indemnities, warranties and representations of Buyer and Seller herein shall survive the Closing.
- (c) **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the parties shall endeavor to replace the unlawful or unenforceable provision with one that is lawful and enforceable and that gives the fullest effect to the intent of the parties expressed herein.
- (d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

- (e) **Confidentiality.** Prior to Closing, Buyer and Seller agree to keep confidential any proprietary information disclosed to them by the other party during the course of this transaction, except to the extent that: (i) such information is known to such other party when received or is or subsequently becomes lawfully obtainable from other sources; (ii) the duty as to confidentiality and non-use is waived by the party disclosing such information; or (iii) disclosure of such information is ordered by a Governmental Authority. Further, in the event the transaction provided for herein fails to close for any reason, Buyer shall, upon request of Seller either return or destroy any confidential information concerning Seller, the Assets or the operation of the Facility as Buyer may have obtained prior to the termination of this Agreement.
- (f) **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver of any other provision constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- (g) **Construction.** Each party acknowledges and agrees that it has participated in the negotiation of this Agreement and Buyer acknowledges that it has been or has been encouraged to be represented by counsel during the course thereof. Accordingly, in the event of a dispute with respect to the interpretation or enforcement of the terms hereof, no provision shall be construed so as to favor or disfavor any party hereto.
- (h) **Attorneys' Fees.** If an action or proceeding is brought in connection with this agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other reasonable fees and costs incurred in that action or proceeding (whether at trial, on appeal, and/or in a bankruptcy or similar proceeding) and in enforcing any judgment rendered thereon, in addition to any other relief to which it may otherwise be entitled. For purposes of this Agreement, the prevailing party means the party who succeeds either affirmatively or defensively under claims having the greater value or importance, as decided by the court.
- (i) **Notices.** Notices shall be sent to the parties at the addresses provided in this Agreement. Notices may be sent via regular mail, facsimile, overnight courier or hand delivery.
- (j) **Amendment.** This Agreement may not be amended or modified in any respect whatsoever except by instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, discussions, writings, and agreements between them.

18. **Disclaimer.** Seller makes no representations or warranties and shall not in any way be liable for or with respect to: (i) the condition of the real property or personal property or any buildings, structures or improvements on the real property or the suitability of the real property for habitation or for buyer's intended use or for any use whatsoever; (ii) any applicable building zoning, or fire laws or regulations, or with respect to compliance therewith, or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (iii) the availability or existence of any water, sewer or utility rights; (iv) the availability of water, sewer or other utilities; (v) any water, sewer or other utility district; or (vi) the presence or absence of any hazardous materials at, on, under or from the property or any violation of environmental laws as such terms are defined in applicable state and federal law. Buyer assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection. Buyer acknowledges that buyer will have the opportunity to inspect the property and will be relying entirely thereon and on any consultant Buyer may retain.

BUYER:

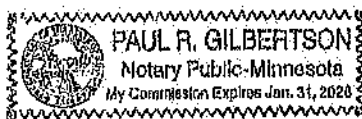
PAH, LLC

Pamela R. Haase
 Pamela Haase, Member

Minnesota
~~STATE OF NORTH DAKOTA~~)
) : ss
 COUNTY OF Kanabec)

The foregoing instrument was acknowledged before me the 30 day of August, 2023 by Pamela Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

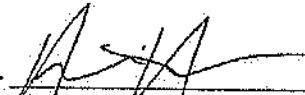


Paul R. Gilbertson
 Notary Public, State of ~~North Dakota~~ Minnesota
 My commission expires: Jan 31, 2028

(remainder of page intentionally left blank)

BUYER:

PAH, LLC


Heidi Haase, Member

STATE OF NORTH DAKOTA

)

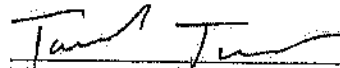
: ss

COUNTY OF Grand Forks

)

The foregoing instrument was acknowledged before me the 31st day of August, 2023 by Heidi Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.


Notary Public, State of North Dakota
My commission expires: 3/10/26

(remainder of page intentionally left blank)

SELLER:

The Trees, LLC,

Larry Dunham
Larry Dunham, Member

STATE OF ALASKA

)

: ss.

FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this 29th day of August 2023, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.



Kayli Baguley
Notary Public, State of Alaska
My commission expires: 01/01/2027

BILL OF SALE

The Trees, LLC, an Alaska limited liability company, of P.O. Box 404, Petersburg, Alaska 99833, hereinafter referred to as the "Seller," for and in consideration of Seventy Thousand Two Hundred and No/100 Dollars (\$70,200.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby sells and delivers to PAH LLC, a North Dakota limited liability company owned by Pamela Haase and Heidi Haase, whose address is 640 Desiree Drive, Grand Forks, North Dakota 58201, herein referred to as "Buyer" the following assets, "as is, where is" with no warranty express or implied.

See attached Exhibit "A"

This conveyance is to the Buyer and its successors and assigns forever; and the Seller hereby represents it is the lawful owner of said property, that the same is free from all encumbrances, and that the Seller has good right to sell the same.

IN WITNESS WHEREOF, Seller has set its hand this 29th day of August, 2023.

SELLER:

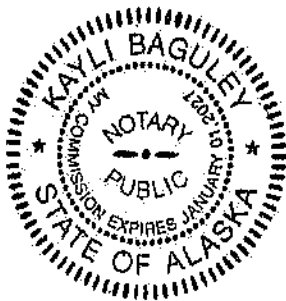
THE TREES, LLC

Larry Dunham
Larry Dunham, Member

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 29th day of August 2023, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.



Kayli Baguley
Notary Public, State of Alaska
My commission expires: 01/01/2027

ASSUMPTION AND RELEASE AGREEMENT

This *Assumption and Release Agreement* is entered into this 30 day of August, 2023, by and between The Trees RV L.L.C., an Alaska limited liability company owned solely by Brandon Allison, whose address is P.O. Box 1292, Petersburg, Alaska 99833, hereinafter referred to as "Borrower", The Trees, LLC, an Alaska limited liability company owned solely by Larry Dunham, whose address is P.O. Box 404, Petersburg, Alaska 99833, hereinafter referred to as "Beneficiary", and PAH, LLC, a North Dakota limited Liability company, of 640 Desiree Drive, Grand Forks, ND 58201, hereinafter referred to "Purchaser".

WITNESSETH:

WHEREAS, Beneficiary loaned Trustor, The Trees RV L.L.C. the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), evidenced by a *Deed of Trust Note* and *Deed of Trust and Security Agreement* (due on sale) dated June 25, 2022, and recorded July 13, 2022, at recording number 2022-000425-0, secured by the following described property:

Lot 25 Falls Creek Subdivision, according to Plat No. 2002-14, records of the Petersburg Recording District, First Judicial District, State of Alaska.

WHEREAS, the undersigned Borrower desires to sell its interest in the above described real property and the undersigned Purchaser desires to purchase the above described interest of Borrower in the real property, and the undersigned Purchaser agrees to assume and pay said indebtedness remaining on the *Deed of Trust Note* of approximately Three Hundred Ninety Thousand and No/100 Dollars (\$390,000.00) owed to Beneficiary, and perform all the obligations of Borrower under said *Deed of Trust Note* and *Deed of Trust and Security Agreement*, and the undersigned Borrower desires to be released therefrom, and the Beneficiary is willing to accept said assumption and release Borrower on said terms;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, it is hereby agreed:

1. That the undersigned Purchaser hereby agrees to assume and agrees to pay the indebtedness of no less than Three Hundred Ninety Thousand and No/100 Dollars (\$390,000.00) as set forth in the *Deed of Trust Note* and *Deed of Trust and Security Agreement* described above and perform all the stated obligations of Borrower; and that in all other respects, all terms and conditions of said *Deed of Trust Note* shall remain in full force and effect, and that the

undersigned Purchaser will perform all of the obligations of said Borrowers contained in the *Deed of Trust and Security Agreement*, in strict accordance with the requirements of the Deed of Trust and Security Agreement; and the undersigned Purchaser acknowledges the obligations of Borrower in the Deed of Trust Note and Deed of Trust and Security Agreement.

2. The undersigned Purchaser acknowledges it has received a copy of the above-referenced *Deed of Trust Note* and *Deed of Trust and Security Agreement*.

3. The Beneficiary consents to the sale of the subject real property by Borrower to Purchaser and hereby releases and discharges Borrower from its personal obligation for said indebtedness.

This assumption shall be binding on the Purchaser and its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument, this 28th day of August , 2023.

BORROWER:

THE TREES RV L.L.C.
ONE DAY ENTERPRISES L.L.C., MEMBER



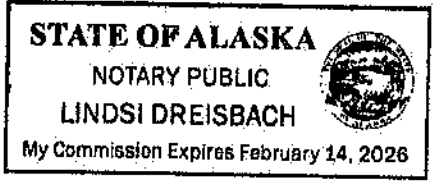
Brandon Allison, Member


STATE OF ALASKA)

FIRST JUDICIAL DISTRICT) : ss

The foregoing instrument was acknowledged before me the 28th day of August, 2023 by Brandon Allison, member of One Day Enterprises L.L.C., member of The Trees RV L.L.C., an Alaska limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.





Notary Public, State of Alaska
My commission expires: February 14 2026

PURCHASER:

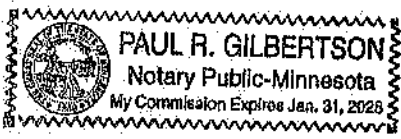
PAH, LLC

Pamela R. Haase
Pamela Haase, Member

Minnesota
STATE OF ~~NORTH DAKOTA~~)
COUNTY OF Kanabec) : ss)

The foregoing instrument was acknowledged before me the 30 day of August, 2023 by Pamela Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.



Paul G
Notary Public, State of ~~North Dakota~~ Minnesota
My commission expires: Jan 31 2028

PURCHASER:

PAH, LLC

Heidi Haase, Member

STATE OF NORTH DAKOTA)
COUNTY OF _____) : ss)

The foregoing instrument was acknowledged before me the ___ day of August, 2023 by Heidi Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of North Dakota
My commission expires: _____

PURCHASER:

PAH, LLC

Pamela Haase, Member

STATE OF NORTH DAKOTA

)

: ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of August, 2023 by Pamela Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of North Dakota

My commission expires: _____

PURCHASER:

PAH, LLC

Heidi Haase, Member

STATE OF NORTH DAKOTA

)

: ss

COUNTY OF Grand Forks)

The foregoing instrument was acknowledged before me the 31st day of August, 2023 by Heidi Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.



Taylor Tandeski

Notary Public, State of North Dakota

My commission expires: 3/10/26

BENEFICIARY:

THE TREES, LLC

Larry Dunham
Larry Dunham, Member

STATE OF ALASKA

)

: ss

FIRST JUDICIAL DISTRICT

)

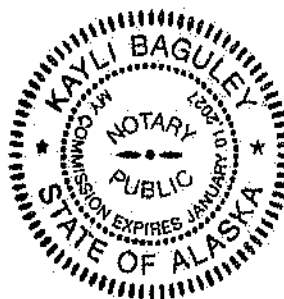
The foregoing instrument was acknowledged before me the 29th day of August, 2023 by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Kayli Baguley
Notary Public, State of Alaska
My commission expires: 01/01/2027

After recording return to:

Baxter Bruce & Sullivan P.C.
P.O. Box 32819
Juneau, Alaska 99803



**IRREVOCABLE ASSIGNMENT FOR SECURITY PURPOSES
AND POWER OF ATTORNEY**

FOR VALUABLE CONSIDERATION, PAH, LLC, an Alaska limited liability company, whose address is 640 Desiree Drive, Grand Forks, ND 58201, (hereinafter "ASSIGNOR"), operating Package Store Liquor License No. 4542 under the authority of the State of Alaska Alcoholic Beverage Control Board, hereby irrevocably assigns to The Trees, LLC, an Alaska limited liability company owned solely by Larry Dunham, whose address is P.O. Box 404, Petersburg, Alaska 99833 (hereinafter "ASSIGNEE"), all of its right, title and interest in and to the Package Store Liquor License No. 4542 previously issued in the name of ASSIGNEE, and heretofore transferred to ASSIGNOR by the State of Alaska Alcoholic Beverage Control Board. Further, ASSIGNOR grants to ASSIGNEE a security interest therein, and in re-issuance of such license, such assignment and granting of security interest being for the sole purpose of securing the obligations set forth in the following agreements:

- (a) *Purchase and Sale Agreement*, dated August 31, 2023.
- (b) *Assumption and Release Agreement*, dated August 30, 2023
- (c) *Statutory Warranty Deed*, dated _____.

Absent default by the ASSIGNOR, this assignment shall be null and void and without force and effect.

Upon default by the ASSIGNOR, the ASSIGNOR appoints ASSIGNEE as ASSIGNOR'S attorney-in-fact, with full power of substitution, for the purposes of executing and delivering all documents, and otherwise taking any and all steps whatsoever required or pertinent to the operation, use, transfer, or renewal of said license.

In the event that ASSIGNOR shall be in default of any of its obligations to ASSIGNEE under the agreements and instruments described herein, ASSIGNEE shall have the immediate right to possession of all of the assets of the business operated by the ASSIGNOR located at Milepost 10.2 Mitkof Highway, Petersburg, Alaska. Pending re-transfer of the Package Store Liquor License, ASSIGNEE shall also have the immediate and continuing right to operate the Package Store Liquor License, and to conduct business under the Package Store Liquor License as the agent of ASSIGNOR with the full and complete authority and approval of ASSIGNOR.

During the time the ASSIGNEE has possession of the business assets, ASSIGNEE may, but is not obligated to, conduct any lawful business in connection therewith, and in such event, shall apply all revenues collected from such business as follows:

- (a) First, to pay normal operating expenses of the business, such as employee salaries, replacement and acquisition of inventory, taxes, insurance premiums, fees, utilities, and the like including reasonable compensation for the ASSIGNEE'S work.

- (b) Then, to cure any and all defaults in any obligations and to pay all sums then owed by ASSIGNOR to ASSIGNEE, including interest thereon, and to reimburse the ASSIGNEE for any legal fees or costs incurred by the ASSIGNEE.
- (c) Lastly, the balance of the operating revenues, if any, to ASSIGNEE, provided such payment shall not be made until such time as the State of Alaska Alcoholic Beverage Control Board shall have approved the retransfer of the package store liquor license to the ASSIGNEE.

The purpose of this *Irrevocable Assignment for Security Purposes and Power of Attorney* is to enable the ASSIGNEE, in the event of ASSIGNOR'S default, to have the same rights and powers with respect to the license which is the subject hereto that ASSIGNOR has and would have in all instances when the operation, transfer, renewal, use or any other disposition of said license is involved.

Subject to the foregoing, this *Irrevocable Assignment for Security Purposes and Power of Attorney* shall bind and inure to the benefit of the parties herein named, their heirs, administrators, executors, assigns or other successors in interest.

This *Irrevocable Assignment for Security Purposes and Power of Attorney* is coupled with an interest and is therefore irrevocable.

In no event shall this assignment be deemed to create any liability or responsibility on the part of ASSIGNEE with respect to the subject Package Store Liquor License unless and until the legal and equitable title thereto shall re-vest in ASSIGNEE.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE TO FILE A COPY OR DUPLICATE ORIGINAL OF THIS IRREVOCABLE ASSIGNMENT FOR SECURITY PURPOSES AND POWER OF ATTORNEY AND ANY OTHER DOCUMENTS REFERRED TO HEREIN, WITH THE STATE OF ALASKA ALCOHOLIC BEVERAGE CONTROL BOARD, AND HEREBY AUTHORIZES AND INSTRUCTS THE BOARD THAT IT IS INTENDED THAT ANY TRANSFER OF THE SUBJECT LIQUOR LICENSE, OR CHANGE OR REQUEST TO CHANGE THE LOCATION OR PREMISES TO WHICH THE SUBJECT LIQUOR LICENSE PERTAINS, SHALL REQUIRE THE WRITTEN ACKNOWLEDGEMENT, AGREEMENT AND CONSENT OF ASSIGNEE.

This document is intended to create a method to allow the ASSIGNEE to enforce ASSIGNEE'S security interest in the Package Store Liquor License in favor of the ASSIGNEE as provided by AS 04.11.360(4)(B), AS 04.11.670 and 13 AAC 304.106. The ASSIGNEE retains a security interest in the liquor license which is subject to this conveyance under the terms of AS 04.11.360(4)(B), AS 04.11.670 and 13 AAC 304.106 and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

Dated _____, 2023.

ASSIGNOR: PAH LLC

Pamela Haase, Member

STATE OF NORTH DAKOTA

)

: ss

COUNTY OF _____

)

The foregoing instrument was acknowledged before me the ___ day of _____, 2023 by Pamela Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of North Dakota

My commission expires: _____

Dated _____.

ASSIGNOR: PAH LLC

Heidi Haase, Member

STATE OF NORTH DAKOTA

)

: ss

COUNTY OF _____

)

The foregoing instrument was acknowledged before me the ____ day of _____
2023 by Heidi Haase, member of PAH, LLC, a North Dakota limited liability company, on
behalf of the limited liability company,

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of North Dakota

My commission expires: _____

**NOTICE OF SECURITY INTEREST
IN PACKAGE STORE LIQUOR LICENSE NO. 4542**

Notice is hereby given to the State of Alaska Alcoholic Beverage Control Board ("ABC Board") and any and all present and future creditors of the licensee of the Package Store Liquor License No. 4542 issued to PAH LLC, d/b/a The Trees RV Park & General Store, that The Trees, LLC d/b/a The Trees RV Park & General Store as Lender in a *Deed of Trust and Assumption and Release Agreement* on sale of real property, retains a purchase money security interest in the liquor license under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, which interest was created concurrent with the transfer of the Package Store Liquor License No. 4542, as evidenced by Uniform Commercial Code *Financing Statement Amendment* No. 2023-_____, filed July 14, 2023 and the *Assumption and Release Agreement* recorded _____, 2023 at Serial No. 2023-_____, Petersburg Recording District records, which transfer was approved by the ABC Board on _____, 2023.

Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, The Trees, LLC retains a security interest in the liquor license that was the subject of the conveyance to the current licensee, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

All documents pertinent to this transfer are on file at the ABC Board.

Dated _____, 2023 PAH LLC.

Pamela Haase, Member

STATE OF NORTH DAKOTA)
)
: ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____, 2023 by Pamela Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of North Dakota.
My commission expires: _____

PAH, LLC

Heidi Haase, Member

STATE OF NORTH DAKOTA)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____, 2023 by Heidi Haase, member of PAH, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of North Dakota
My commission expires: _____

Dated _____, 2023.

The Trees, LLC

By: _____
Larry Dunham, Member

STATE OF ALASKA)
 : ss
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public, State of Alaska
My commission expires: _____

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Shirley Davenport, (907) 790-7110
B. E-MAIL CONTACT AT SUBMITTER (optional) sdavenport@bbslawyer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Shirley Davenport P.O. Box 32819, Juneau, Alaska 99803
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2022-011615-4	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.
---	---

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(ies) authorizing this Termination Statement

3. ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in item 9 and describe the affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record. AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c. ADD name: Complete item 7a or 7b, and item 7c. DELETE name: Give record name to be deleted in item 8a or 8b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

6a. ORGANIZATION'S NAME The Trees RV L.L.C.	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 6b. INDIVIDUAL'S SURNAME N/A	N/A			N/A	N/A

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME PAH, LLC	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 7b. INDIVIDUAL'S SURNAME N/A	N/A			N/A	N/A

7c. MAILING ADDRESS 640 Desiree Drive	CITY Grand Forks	STATE ND	POSTAL CODE 58201	COUNTRY USA
---	----------------------------	--------------------	-----------------------------	-----------------------

8. COLLATERAL CHANGE: Check only one box: ADD collateral, DELETE collateral, RESTATE covered collateral, ASSIGN* collateral. Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

Any real or personal property more specifically described on the attached Exhibit "A". Together with the products and proceeds thereof (including insurance proceeds or claims) and together with all additions and replacements thereto. 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.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME The Trees, LLC	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 9b. INDIVIDUAL'S SURNAME N/A	N/A			N/A	N/A

10. OPTIONAL FILER REFERENCE DATA:

EXHIBIT "A"
PERSONAL PROPERTY

Red Cabin - not affixed
Cabin with loft - not affixed
Refrigeration Equipment - 1 two door beer/wine cooler
Refrigeration Equipment - 3 three door beer/wine cooler
Refrigeration Equipment - 2 three door chill/soda coolers
4 CF Countertop Freezer (KaTom)
6 Basket Freezer/Sliding Glass Top (for Novelty Ice Creams)
Air Conditioner/Heater, Portable, Frigidaire
Beverage Cooler, small
Bunn Coffee Maker
Commercial Coin Op Dryer #1
Commercial Coin Op Washer #1
Commercial Coin Op Dryer #2
Commercial Coin Op Washer #2
Ten 6' Adjustable Shelf Metal Grocery Shelves (2 are upstairs)
One Metal stand alone five shelf unit
Microwave Oven
Small Green Table (Microwave stand)
Two small wooden bookshelves for bulk candy display F'Real
FRLB6-LT1 Blender w/Excellance Freezer
Freezer Chest Frigadaire (conex)
Freezer Upright (outside freezer from Wiseman)
Frigidaire Chest Freezer (Water Bldg)
GE Upright Freezer (conex) (s/n ZG135505)
Katom 75" 3-section Freezer Display
Maytag Upright Freezer (conex)
Microwave and Curtains
Nuova Simonelli Espresso Machine
Refrigerated Case, small Beverage Cooler w/lights
Sears EdgeStar Beverage Cooler (back by storage room)
Security System
Small Frozen Drink Freezer (Sears under counter)
Store Safe
Xenon XP 1952 Bar Code Scanner
Lighted Sign at entry to park
Wood/Peg board Candy Display
Wooden bookshelf for pharmacy display
Wooden wall mounted bins for alcohol 50ml display
Wooden wall mounted wine rack
Wooden wall mounted tobacco shelf w/bins
Wooden wall mounted hard alcohol rack 7'H X 12'L
Three Yellow Cedar hand carved Loggers in relief
One yellow cedar hand carved Green Man face
One yellow cedar hand carved Green Woman face
One yellow cedar hand carved Troll face
One five drawer filing cabinet
One wooden desk

THE TREES RV PARK & GENERAL STORE

Inventory By Department

Inventory as of: Wednesday, April 6

Page 1 of 1

Sku Active=True AND Sku Active=True AND Department!=Coffee,Laundry,RV,Test;

Date Printed: Wednesday, April 6,

Department	QOH	Cost	Retail	Gross Pr
Bakery	176	\$304.71	\$584.58	47.88%
Beer	1,656	\$10,508.81	\$19,787.09	48.89%
Candy	1,731	\$2,106.26	\$5,361.50	60.72%
Chill	602	\$878.03	\$2,386.20	63.29%
Chips & Nuts	646	\$842.21	\$1,804.25	55.77%
Frozen	1,853	\$3,888.81	\$10,433.24	62.72%
Grocery	1,509	\$1,589.28	\$3,932.92	60.10%
Liquor	4,141	\$27,054.12	\$52,863.15	48.82%
Meat Snacks	486	\$1,063.68	\$2,253.21	52.79%
Misc	190	\$1,140.14	\$1,876.76	39.25%
Soft Drinks	1,948	\$2,422.75	\$6,268.97	61.35%
Tobacco	388	\$3,372.14	\$4,930.30	31.80%
Wine	819	\$6,954.78	\$12,723.89	45.34%
Totals:	16155	\$82,104.71	\$126,308.06	59.44%



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-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:	The Trees, LLC	License #:	4542
License Type:	Package Store	Statutory Reference:	04.11.150
Doing Business As:	The Trees RV Park & General Store		
Premises Address:	Milepost 10.2 Mitkof Highway		
City:	Petersburg	State:	AK
		ZIP:	99833
Local Governing Body:	City of Petersburg		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100669917 100669913
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	

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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:	PAH, LLC				
Doing Business As:	The Trees General Store and RV Park				
Premises Address:	Milepost 10.2 Mitkof Highway				
City:	Petersburg	State:	AK	ZIP:	99833
Community Council:	None				

Mailing Address:	640 Desiree Drive				
City:	Grand Forks	State:	ND	ZIP:	58201

Designated Licensee:	Pamela Haase				
Contact Phone:	(701) 371-4622	Business Phone:	(701) 371-4622		
Contact Email:	prhaase@hotmail.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.

10.5 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.

8 Miles

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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:	Heidi Haase				
Title(s):	Member	Phone:	(218) 779-0945	% Owned:	50
Address:	640 Desiree Drive				
City:	Grand Forks	State:	ND	ZIP:	58201

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 Anchorage, AK 99501
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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Pamela Haase				
Title(s):	Member	Phone:	(701) 371-4622	% Owned:	50
Address:	2580 Jade Street				
City:	Mora	State:	MN	ZIP:	55051

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 #:	10245690	AK Formed Date:	09/14/2023	Home State:	ND
Registered Agent:	John Haase		Agent's Phone:	(701) 371-4621	
Agent's Mailing Address:	P.O. Box 244				
City:	Petersburg	State:	AK	ZIP:	99833

Residency of Agent:

Yes No

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



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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:

Gabriel E. Sassoon, attorney Baxter Bruce & Sullivan P.C. which is the legal counsel to The Trees, LLC will assist in facilitating the transfer of the liquor license.

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OCT 09 2023



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 Anchorage, AK 99501
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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.

Larry Dunham
 Signature of transferor

The Trees, LLC, Larry Dunham, Member

Printed name of transferor

Subscribed and sworn to before me this 29th day of August, 2023



[Signature]
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 01/01/2027

 Signature of transferor

 Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

 Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____



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.

PAH

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

PAH

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.

PAH

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.

PAH

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

PAH

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.

PAH

Pamela R. Haase

Signature of transferee

PAH, LLC, Pamela Haase, Member

Printed name

Paul G.

Signature of Notary Public

Notary Public in and for the State of Alaska Minnesota

My commission expires: Jan. 31, 2028

Subscribed and sworn to before me this 30 day of August, 2023



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

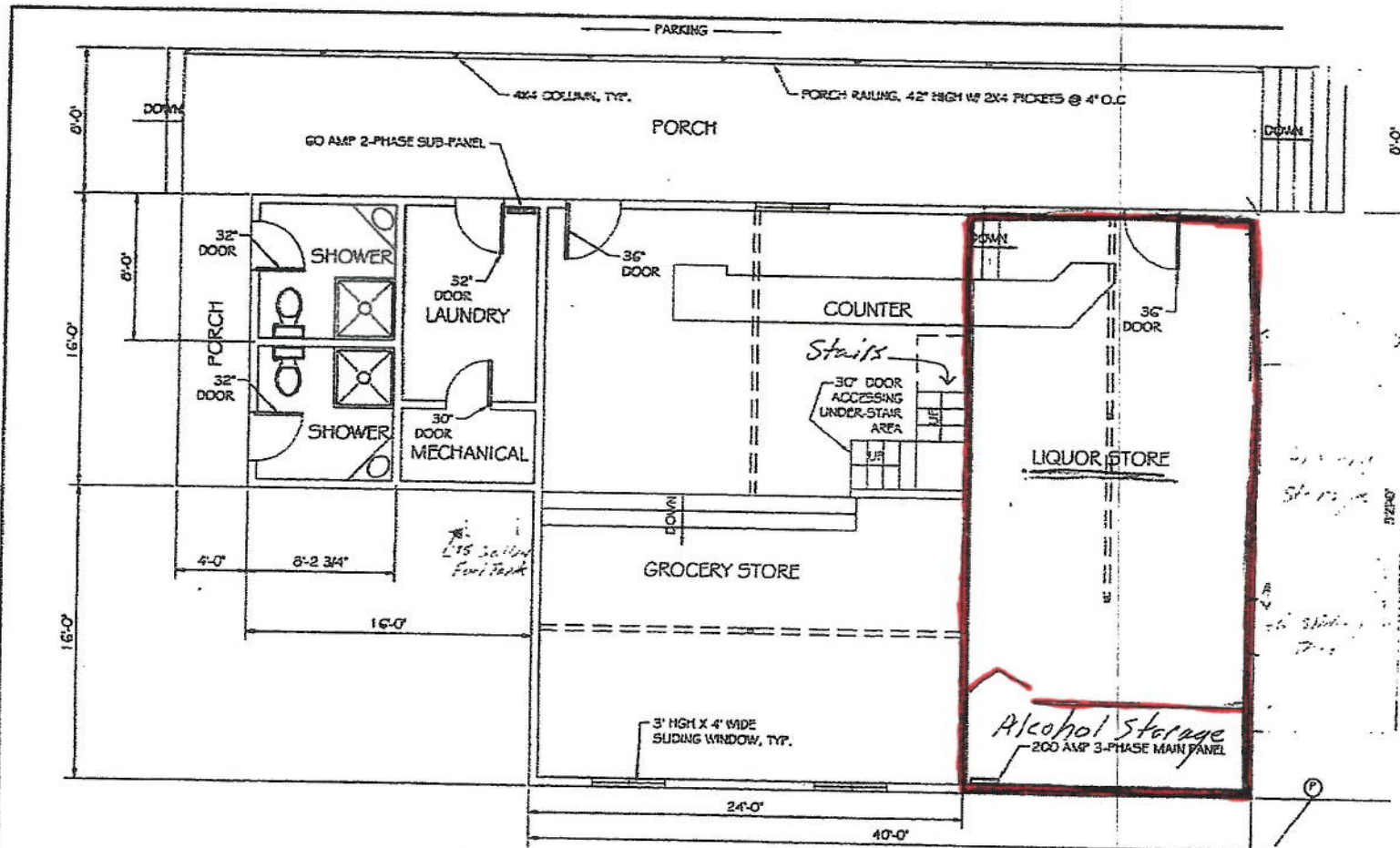
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 – Establishment Information

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

Licensee:	PAH, LLC	License Number:	4542
License Type:	Package Store		
Doing Business As:	The Trees General Store and RV Park		
Premises Address:	Milepost 10.2 Mitkof Highway		
City:	Petersburg	State:	AK
		ZIP:	99833



NOTES:
 1. ALL DOOR ARE 6'-8" HIGH, EXTERIOR GRADE METAL, SEE PLAN FOR WIDTH

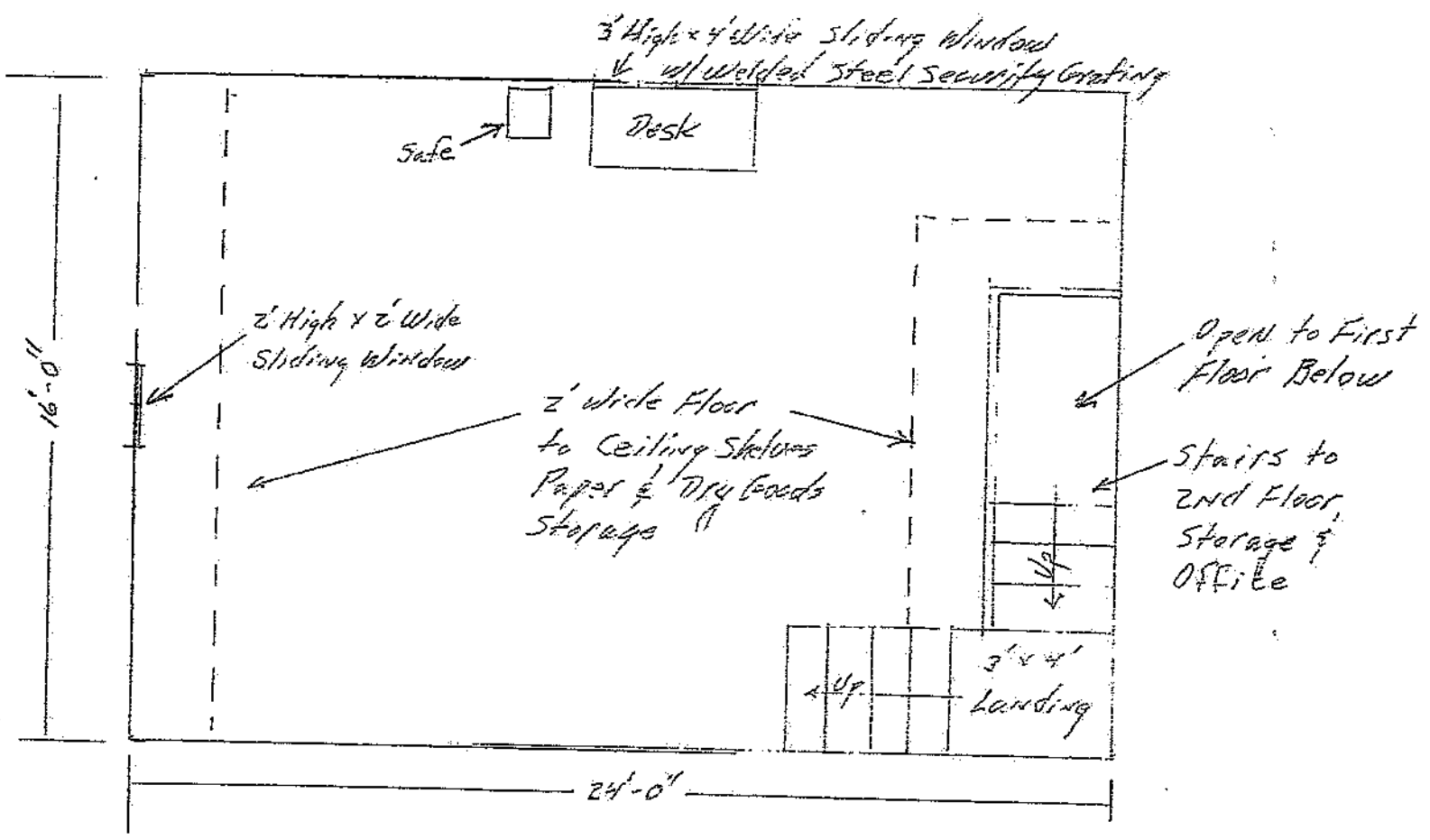
FIRST FLOOR PLAN

1/8" = 1'-0"

POWER POLE W/ METER DISCONNECT
 (SEE ELECTRICAL PLAN)

<p>TREES RV PARK & GENERAL STORE LARRY DUNHAM PO BOX 404 PETERSBURG, AK 99833 (907) 772-4478</p>	<p>DESIGNED BY: LD DATE: 07/2005 DRAWN BY: SC DATE: 07/2005 REVISION: REVISION DATE: XX/XXXX REVISION: REVISION DATE: XX/XXXX</p>	<p>THE TREES RV PARK & GENERAL STORE BUILDING FIRST FLOOR PLAN THE TREES RV PARK & GENERAL STORE 10.2 MITKOF HIGHWAY, PETERSBURG ALASKA</p>	<p>SH. 2 OF FLOORPLAN.DWG</p>
--	--	--	--

AMCO Received 6/6/2022



Second Floor Plan.

scale 1/4" = 1'

DATE

PROJECT

DESIGNED BY AMCO Received 6/6/2022



BAXTER BRUCE & SULLIVAN

P.O. Box 32819
Juneau, Alaska 99803

Attorneys At Law
A Professional Corporation
Serving Southeast Alaska Since 1977

(907) 789-3166 (Telephone)
(907) 789-1913 (Facsimile)
www.baxterbruceclaw.com

October 5, 2023

Via Email to alcohol.licensing@alaska.gov and Via Priority Express Mail

Alcoholic Beverage Control Board
Carrie Craig, Records and Licensing Supervisor
550 W. 7th Avenue, Suite 1600
Anchorage, Alaska 99501

AMCO
OCT 9 2023

Re: Package Store Liquor License No. 4542
The Trees RV L.L.C. involuntary transfer to The Trees, LLC
The Trees, LLC secured transfer to PAH, LLC
Our File Number: 11830-002

Dear Ms. Craig:

Baxter Bruce & Sullivan P.C. ("Firm") represents The Trees, LLC with regard to the involuntary transfer of Package Store Liquor License No. 4542 ("License") from The Trees RV L.L.C. to The Trees, LLC and the subsequent secured transfer from The Trees, LLC to PAH, LLC. This letter is in follow up to legal assistant Shirley Davenport's conference with you today.

Enclosed is an original or a copy of the following documents for the involuntary retransfer of the License from The Trees RV L.L.C. to The Trees, LLC:

I. Involuntary Transfer from The Trees RV L.L.C. to The Trees, LLC

Statement of Change - copy
Form AB-01: *Transfer License Application* - original
Form AB-02: *Premises Diagram* - original
Form AB-07: *Public Notice Posting Affidavit* - original
Publisher's Affidavit - original
Form AB-09: *Statement of Financial Interest* - original
Form AB-11: *Creditor's Affidavit* - original
Special Power of Attorney - copy
Statutory Warranty Deed - copy
Bill of Sale - copy
Articles of Organization - copy
Certificate of Organization - copy
Operating Agreement - copy
Check payable to the State of Alaska in the amount of \$500.00 for the transfer

V#32011

BAXTER BRUCE & SULLIVAN P.C.

Alcoholic Beverage Control Board
October 5, 2023
Page 2 of 2

AMICO
OCT 9 2023

As there has been a significant default causing the necessity for the involuntary transfer of the License, my client respectfully requests temporary or expedited retransfer of the License so my client may control, remedy, and reduce additional financial losses caused to it by the default of The Trees RV L.L.C. Deference to the Alcoholic Beverage Control Board ("Board") is made in request for its assistance in any possible expediting of review and approval of the retransfer of the License back to The Trees, LLC.

Please process the enclosed documents for the involuntary transfer of the License from The Trees RV L.L.C. to The Trees, LLC and let me know if you need anything further in order to approve this transfer.

II. Transfer from The Trees, LLC to PAH, LLC

Purchase and Sale Agreement - copy
Assumption and Release Agreement - copy
Bill of Sale - copy
AB-01 Transfer License Application - original
AB-02 Premises Diagram - original
AB-07 Public Notice Posting Affidavit - original
Publisher's Affidavit - original
AB-08a Authorization of Records Release - Pamela Haase - copy
Fingerprint cards for Pamela Haase - original
AB-08a Authorization of Records Release - Heidi Haase - copy
Fingerprint cards for Heidi Haase - original
AB-09 Statement of Financial Interest - original
Form AB-11: Creditor's Affidavit - original
Certificate of Registration - filed stamped - copy
Certificate of Registration - issued - copy
Operating Agreement - copy
UCC Financing Statement Amendment - not yet recorded
Notice of Security Interest in Package Storage Liquor License No. 4542 - unsigned
Irrevocable Assignment for Security Purposes and Power of Attorney - unsigned
Check payable to the State of Alaska in the amount of \$596.50 for the transfer and background search fee

✓ # 32012
100669913

As you discussed with Ms. Davenport, PAH, LLC reached out to the Internal Revenue Service ("IRS") in late July of this year to request a Taxpayer Identification Number ("TIN") for PAH, LLC. However, due to issues with the name of PAH, LLC and/or unforeseen internal issues at the IRS, PAH, LLC has yet to receive the TIN. Consequently, the form AB-09 *Statement of Financial Interest* is being submitted without the TIN. The Firm will follow up in the future to provide the Board with the TIN upon receipt. I understand from your conference with Ms. Davenport that the Board will accept the AB-09 *Statement of Financial Interest* without the TIN but will not transfer the License until the TIN is provided. Please let me know if my understanding is incorrect.

BAXTER BRUCE & SULLIVAN P.C.

Alcoholic Beverage Control Board
October 5, 2023
Page 3 of 2

AMCO
OCT 9 2023

Please process the enclosed documents for transfer of the License from The Trees, LLC to PAH, LLC. My client respectfully requests temporary or expedited transfer of the License to PAH, LLC so my client may close on the transaction the subject of the enclosed *Purchase and Sale Agreement* and reduce additional financial losses caused to it by the default of The Trees RV L.L.C. Deference to the Board is made in request for its assistance in any possible expediting of review and approval of the temporary or expedited transfer of the License to PAH, LLC.

The UCC *Financing Statement Amendment, Notice of Security Interest in Package Storage Liquor License No. 4542 and Irrevocable Assignment for Security Purposes and Power of Attorney* will be recorded to make of record my client's secured interest in the assets sold under the *Purchase and Sale Agreement* after approval of the transfer of the License is received by the Board.

If you have a question regarding the transfer or need further information, documentation, or correction to the information in any of the enclosed documents, please contact me or legal assistant Shirley Davenport by telephone at (907) 789-3166 or (907) 790-7110 or by email at gsassoon@bbslawyer.com or sdavenport@bbslawyer.com, respectively. Thank you.

Sincerely,

BAXTER, BRUCE & SULLIVAN, P.C.



Gabriel E. Sassoon

GES/sd

Enclosures. As listed above

c: The Trees, LLC