



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: January 6, 2023

FROM: Kristina Serezhenkov, OLE

RE: #720 The Crazy Horse

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 #720. 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

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Jeannette Johnson (907) 351-4588

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jeannette Johnson
 1565 Gambell ST.
 Anchorage AK 99501

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
 CHI LLC

OR

1b. INDIVIDUAL'S SURNAME
 The Crazy Horse

FIRST PERSONAL NAME
 Patrick Moses

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS
 815 Grayhawk circle

CITY
 Anchorage

STATE
 AK

POSTAL CODE
 99507

COUNTRY
 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
 CHI LLC

OR

2b. INDIVIDUAL'S SURNAME
 Moses

FIRST PERSONAL NAME
 Patrick

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS
 815 Grayhawk circle

CITY
 Anchorage

STATE
 AK

POSTAL CODE
 99507

COUNTRY
 USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
 The Crazy Horse Inc.

OR

3b. INDIVIDUAL'S SURNAME
 The Crazy Horse

FIRST PERSONAL NAME
 Jeannette Johnson

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS
 1565 Gambell St

CITY
 Anchorage

STATE
 AK

POSTAL CODE
 99501

COUNTRY
 USA

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

Asset purchase agreement & List of Personal Property
 Under the terms of AS 04.11.070 AS 04.11.300(4)(b), and 3AAC 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 the
 other creditors.

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

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

DEC 09 2022
 AMCO
 DEC 16 2022

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1— either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

Personal Property List For Crazy Horse Inc.

\$122,710.00 Grand Total

9-Dec-22

Item name	number of items/value	Total Item Value
small liquor mirrors in frames	69 @ \$30	\$2,070.00
Medium liquor mirrors in frames	52 @ \$80	\$4,160.00
Large liquor mirrors in frames	103 @ \$130	\$13,390.00
Extra Large liquor mirrors in frames	10 @ \$225	\$2,250.00
Valley coin-op pool table with accessories	1 @ \$3500	\$3,500.00
table top poker tables	12 @ \$500	\$6,000.00
Glass and wood showcase	2 @ \$600	\$1,200.00
25" square wood tables with metal base	23 @ \$50	\$1,150.00
Gold Vinyl chairs with metal legs	80 @ \$50	\$4,000.00
Red metal bar stools	4 @ \$45	\$180.00
Wooden chairs with black vinyl seats	32 @ \$10	\$320.00
24" by 12" parque wood tables	6 @ \$30	\$180.00
36" by 12" parque wood tables	21 @ \$35	\$735.00
18" round table	1 @ \$30	\$30.00
Fireball whisky pool table light	3 @ \$300	\$900.00
Coors Light pool table light	1 @ \$500	\$500.00
Budweiser pool table light with large bottle	1 @ \$400	\$400.00
black pleather couch	2 @ 150	\$300.00
black pleather loveseat	1 @ \$100	\$100.00
tan pleather loveseat	1 @ \$100	\$100.00
20" by 30" brass and glass cocktail table	4 @ \$75	\$300.00
metal leg bar stools with padded seat	9 @ \$40	\$360.00
Heads Up challenge - World Series of Poker machine	1 @ \$3000	\$3,000.00
Iceomatic - ice machine	1 @ \$1000	\$1,000.00
Michelob Stained Glass art work	1 @ \$200	\$200.00
Horizontal 4' glass display case	1 @ \$250	\$250.00
Entry display Desk	1 @ \$150	\$150.00
TV - JVC 42" 120Hz Clear Motion Drive III	2 @ \$500	\$1,000.00
TV - Sharp 46" Aquos	1 @ \$700	\$700.00
TV - JVC 42"	2 @ \$500	\$1,000.00
Stainless 50" double door beer cooler	1 @ \$1000	\$1,000.00
Stainless 80" Triple door beer cooler by Beverage Air	1 @ \$2000	\$2,000.00
Stainless 82" double door beer cooler by Perlick	1 @ \$2000	\$2,000.00
double Tap Beer keg cooler by Perlick	1 @ \$1500	\$1,500.00
57" Stainless steel beverage serving station with ice bin	1 @ 2000	\$2,000.00
Hobart Stainless glass washer	1 @ \$3500	\$3,500.00

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Item name	number of items/value	Total Item Value
60" Staines steel triple sink with double sidboards	1 @ \$500	\$500.00
Cash Register - Royal Alpha 700ML	1 @ \$500	\$500.00
Cash Register - TEC MA1350	1 @ \$500	\$500.00
Bakers Pride Pizza Oven	1 @ \$2500	\$2,500.00
Roundup Pizza warmer	1 @ \$600	\$600.00
Dacor Stainless Steel 2 level dishwasher	1 @ 1000	\$1,000.00
Stainless Steel 19" Handwashing sink	1 @ \$250	\$250.00
Stainless Steel 38" Food prep sink with sideboard	1 @ \$400	\$400.00
Stainless 76" large 3 compartment dishwashing sink with sideboard	1 @ \$600	\$600.00
36" 2 burner/griddle stove with oven by Hobart	1 @ 1600	\$1,600.00
Globe double basket deep fryer	1 @ \$1400	\$1,400.00
Stainless steel 60" exhaust Hood with lights	1 @ \$3000	\$3,000.00
Barware - assorted drinkware, glassware and accessories	\$700	\$700.00
Cookware - assorted pans, utensils, cooking and storage containers	\$900	\$900.00
Dinnerware - assorted plates, saucers and eating utensils	\$400	\$400.00
White 34" Whirlpool Microwave	1 @ \$250	\$250.00
True brand 39" by 78" side by side glass front refrigerator	1 @ \$4000	\$4,000.00
True brand stainless steel 54" by 83" side bt side freezer	1 @ \$6000	\$6,000.00
4' by 4' rubber floor mats	7 @ \$25	\$175.00
Bunn double coffee maker machine	1 @ \$250	\$250.00
Amano PIX-95 Time clock	1 @ \$200	\$200.00
Jagermeister Ice shot glass freezer	1 @ \$250	\$250.00
Jagermeister 3 bottle tap machine	1 @ \$500	\$500.00
37" by 68" Wood and Plexiglass display cabinet	1 @ \$250	\$250.00
Stand up freezer	2 @ \$150	\$300.00
Generator	1 @ \$1000	\$1,000.00
Custom Crazy Horse Fiber optic Wall Rug	1 @ \$100	\$100.00
Bar top video game -JVL Vortex	1 @ \$1000	\$1,000.00
Bar top video game -JVL Eclipse	1 @ \$1000	\$1,000.00
Bar top video game -JVL Retro	1 @ \$1000	\$1,000.00
Fog Fury 100 fog machine	1 @ \$100	\$100.00
Assorted Fans - round table and box fans	3 @ \$20	\$60.00
GE Stainless front mini fridge	1 @ \$300	\$300.00
Assorted CD's - over 900 from various artists	900 @ \$3	\$2,700.00
DJ Equipment -		\$15,000.00
- Dell Inspiron 17" Laptop Computer	1	
- Allen & Heath ZED14 mixing board	1	
- HP 2159m Computer	1	
- Gemini CX1000 2-3 way Crossover	1	

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Item name	number of items/value	Total Item Value
- QSC GX7 Power amplifier	2	
- Hiberr YU-AZO wireless Mic System	1	
- BBE DS26 Digital Speaker Processor	1	
- Compaq Presario Q computer tower	1	
- Sony 5 disc CD changer	2	
- Gemini PDM 24s Stereo PreAmp mixer	1	
- Gemini PDM 01 Stereo mixer	1	
- JBL MR Series speakers 27" by 28"	2	
- Sonic Speakers 23" 27"	2	

Lighting -		\$4,000.00
- Elation Professional Light Copilot II lighting control system	1	
- Stage flood lights	12	
- Stage multi bulb light system	1	
- extra bulbs	numerous	
- Disco Ball	1	

Neon Signs -		\$8,000.00
- Crazy Horse	1	
- Dancer	1	
- Budlight NFL	1	
- Light (Palm Trees)	1	
- Spuds Budlight	1	
- Coors Alaska	1	
- Budweiswer Welcome to Anchorage	1	
- Miller Lite	1	
- ESPN	1	
- O'Douls	1	
- Sharps	1	
- Crown Royal Alaska	1	
- VIP Lounge	1	
-Blue Labatt	1	
- Budweiser Alaska	1	
- Rustys last call Miller Lite	1	
- Molson Ice	1	
- Budweiser Guitar	1	

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Iceomatic - ice machine	1 @ \$1000	\$1,000.00
Michelob Stained Glass art work	1 @ \$200	\$200.00
Horizontal 4' glass display case	1 @ \$250	\$250.00
Entry display Desk	1 @ \$150	\$150.00
TV - JVC 42" 120Hz Clear Motion Drive III	2 @ \$500	\$1,000.00
TV - Sharp 46" Aquos	1 @ \$700	\$700.00
TV - JVC 42"	2 @ \$500	\$1,000.00
Stainless 50" double door beer cooler	1 @ \$1000	\$1,000.00
Stainless 80" Triple door beer cooler by Beverage Air	1 @ \$2000	\$2,000.00
Stainless 82" double door beer cooler by Perlick	1 @ \$2000	\$2,000.00
double Tap Beer keg cooler by Perlick	1 @ \$1500	\$1,500.00
57" Stainless steel beverage serving station with ice bin	1 @ 2000	\$2,000.00
Hobart Stainless glass washer	1 @ \$3500	\$3,500.00

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Item name	number of items/value	Total Item Value
60" Stainles steel triple sink with double sidboards	1 @ \$500	\$500.00
Cash Register - Royal Alpha 700ML	1 @ \$500	\$500.00
Cash Register - TEC MA1350	1 @ \$500	\$500.00
Bakers Pride Pizza Oven	1 @ \$2500	\$2,500.00
Roundup Pizza warmer	1 @ \$600	\$600.00
Dacor Stainless Steel 2 level dishwasher	1 @ 1000	\$1,000.00
Stainless Steel 19" Handwashing sink	1 @ \$250	\$250.00
Stainless Steel 38" Food prep sink with sideboard	1 @ \$400	\$400.00
Stainless 76" large 3 compartment dishwashing sink with sideboard	1 @ \$600	\$600.00
36" 2 burner/griddle stove with oven by Hobart	1 @ 1600	\$1,600.00
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Stainless steel 60" exhaust Hood with lights	1 @ \$3000	\$3,000.00
Barware - assorted drinkware, glassware and accessories	\$700	\$700.00
Cookware - assorted pans, utensils, cooking and storage containers	\$900	\$900.00
Dinnerware - assorted plates, saucers and eating utensils	\$400	\$400.00
White 34" Whirlpool Microwave	1 @ \$250	\$250.00
True brand 39" by 78" side by side glass front refrigerator	1 @ \$4000	\$4,000.00
True brand stainless steel 54" by 83" side bt side freezer	1 @ \$6000	\$6,000.00
4' by 4' rubber floor mats	7 @ \$25	\$175.00
Bunn double coffee maker machine	1 @ \$250	\$250.00
Amano PIX-95 Time clock	1 @ \$200	\$200.00
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Bar top video game -JVL Retro	1 @ \$1000	\$1,000.00
Fog Fury 100 fog machine	1 @ \$100	\$100.00
Assorted Fans - round table and box fans	3 @ \$20	\$60.00
GE Stainless front mini fridge	1 @ \$300	\$300.00
Assorted CD's - over 900 from various artists	900 @ \$3	\$2,700.00
DJ Equipment -		\$15,000.00
- Dell Inspiron 17" Laptop Computer	1	
- Allen & Heath ZED14 mixing board	1	
- HP 2159m Computer	1	
- Gemini CX1000 2-3 way Crossover	1	

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- Compaq Presario Q computer tower	1	
- Sony 5 disc CD changer	2	
- Gemini PDM 24s Stereo PreAmp mixer	1	
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- JBL MR Series speakers 27" by 28"	2	
- Sonic Speakers 23" 27"	2	
Lighting -		\$4,000.00
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- Coors Alaska	1	
- Budweiswer Welcome to Anchorage	1	
- Miller Lite	1	
- ESPN	1	
- O'Douls	1	
- Sharps	1	
- Crown Royal Alaska	1	
- VIP Lounge	1	
-Blue Labatt	1	
- Budweiser Alaska	1	
- Rustys last call Miller Lite	1	
- Molson Ice	1	
- Budweiser Guitar	1	

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and becomes effective as of _____, 2022 by and between CHI LLC, an Alaska limited liability company (“Purchaser”) and Crazy Horse, Inc., an Alaska corporation, and where applicable, Jeanette H. Johnson, an Alaska resident in her individual capacity. (“Seller”).

RECITALS

WHEREAS, Seller owns and operates Crazy Horse Bar and Restaurant, business located in Anchorage, Alaska under the licensed business name “CRAZY HORSE INC.” also doing business as “The Crazy Horse” (the “Business”) and is interested in selling essentially all of its business assets, including real property;

WHEREAS, Purchaser is an Alaska limited liability company interested in buying the business assets from Seller;

WHEREAS, Jeannette H. Johnson is the sole shareholder of the corporation and sole owner of those business assets held in her individual, natural person capacity; and

WHEREAS, Seller desires to sell, assign, transfer, and convey to Purchaser, and Purchaser desires to purchase from Seller the Business Assets (as defined in Section 1.2 and 1.4) upon the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Purchase and Sale of Business Assets

1.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, Seller shall at Closing (as defined in Section 3.3) convey, assign, and transfer to Purchaser, free and clear of all liens and encumbrances except recorded servitudes, covenants, plat notes, and deed restrictions or reservations from Seller’s predecessors-in-title to the real property, all of Seller’s right, title, and interest in and to the Business Assets.

1.2 Enumeration of Business Assets. For purposes of this Agreement, the term “Business Assets” means the following items:

- (a) Land and building physically located at 1565 Gambell St., Anchorage, AK as legally described in Section 1.4;
- (b) Liquor license #720, a Beverage Dispensary license owned by the corporation;

- (c) All accounts receivable;
- (d) All inventory and supplies located in the Business premises on the day of Closing (the "Inventory");
- (e) All client lists, records and files;
- (f) All vendor lists associated with the Business;
- (g) All business telephone numbers and websites;
- (h) Personal property, including, but not limited to, furniture and furnishings, computer and networking equipment, computer software licenses, all equipment used in the Business located in or on the Business premises on the day of Closing;
- (i) All of Seller's intellectual property and proprietary rights, including, without limitation, the name "The Crazy Horse," all trademarks, service marks, domain names, copyrights, patents, trade secrets and other proprietary rights, goodwill, and all rights thereto, used by the Business;
- (j) All books and records relating to the current operation of the Business, financial records, copies of employment files of active employees that Purchaser retains following the Closing, and supporting documents (such as employee licenses and certifications), and data files;
- (k) All federal, state, and municipal licenses and accreditations, and websites;
and
- (l) All other intangible property.

1.3 Excluded Assets. The Business Assets shall not include any right, title, or interest of Seller in and to any assets not listed in Section 1.2 and, notwithstanding anything in Sections 1.1 and 1.2 to the contrary, specifically shall exclude the following items (collectively, the "Excluded Assets"):

- (a) All rights to refunds of taxes and other governmental charges; and
- (b) All personnel records and other books and records that Seller is required by law to retain in its possession.
- (c) All share of, capitalization of, and other equity or bond ownership interests in CRAZY HORSE INC., the Alaska corporation, subject to the obligation on Seller to change the name of thereof as dictated by Section 8.3

1.4 Legal Description of the Real Property Asset. Lots 19A, 21A, 23, 30, 31 and 36A, Block 36, Third Addition to the Townsite of Anchorage, complete legal descriptions to be provided by the title company.

ARTICLE II

Assumption of Liabilities

2.1 Agreement to Assume. At the Closing, Purchaser shall assume and agree to discharge and perform the following (and only the following) obligations and liabilities (the "Assumed Liabilities"):

- (a) all insurance obligations for the Business Assets after Closing; and
- (b) all obligations and liabilities arising out of Purchaser's ownership, use, distribution or sale of the Business Assets or operation of the Business on and after Closing.

2.2 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume or be obligated to pay, perform, or otherwise discharge any liabilities or obligations of Seller.

ARTICLE III

Purchase Price, Manner of Payment and Closing

3.1 Purchase Price. The purchase price for the Business Assets shall be TWO MILLION DOLLARS (\$2,000,000) (the "Purchase Price") allocable as follows:

Allocated to Real Property	\$ 1,100,000.00
All Other Assets	\$ 900,000.00
Total	\$ 2,000,000.00

3.2 Payment of Purchase Price. The purchase price shall be paid as follows:

(a) Five Thousand Dollars (\$5,000), earnest money ("Earnest Money"), which was paid to Seller upon execution of the Letter of Intent;

(b) Three Hundred and Ninety-Five Thousand Dollars (\$395,000) in cash or its equivalent at Closing; and

(c) The remainder in the form of a \$1,600,000 note with interest of 4% paid in equal monthly payments of \$7,500 over 30 years, the exact amount to be established by FNBA Escrow Servicing at, or immediately after, Closing, and in no event to be less than \$7,500 per month, Principal and Interest (PI), all secured by a deed of trust against the real property and liquor license being sold to Purchaser: such security instrument to be substantively similar to the appended Deed of Trust. **(Exhibit 1 to be completed when complete legal descriptions are received from the title company).**

3.3 Time and Place of Closing. The transaction contemplated by this Agreement shall be consummated on December 30, 2022 (the "Closing"), or on such other date as mutually agreed upon by Seller and Purchaser, but in no event later than December 30, 2022, by the exchange of

fully executed signature pages via facsimile, email and/or overnight delivery and by recording of the real property conveyance deed, which recording shall take place no later than the first business day following all other aspects of Closing. The date on which the Closing occurs in accordance with the preceding sentence is referred to in this Agreement as the "Closing Date." Transfer of possession and liability is addressed in Section 8.2.

3.4 Closing Deliverables. At Closing, each party shall execute and deliver such bills of sale, assignments, Warranty Deed(s), and any related documents of title, closing certificates and other documents as the other party may reasonably request and/or as may reasonably be necessary to effectuate the transfer of the Business Assets on the terms set forth in this Agreement. All documents to be delivered by a party shall be in form and substance reasonably satisfactory to the other party.

ARTICLE IV

Representations and Warranties

4.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing, under the laws of the State of Alaska.

(b) Power and Authority; Enforceability. Purchaser has full corporate power and authority to enter into and perform (i) this Agreement and (ii) all documents and instruments executed by Purchaser pursuant to this Agreement (collectively, "Purchaser's Documents"). This Agreement and Purchaser's Documents have been duly executed and delivered by duly authorized officers of Purchaser and (assuming due authorization, execution, and delivery by Seller) constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, subject to bankruptcy, insolvency and similar laws affecting the rights of creditors generally and subject to rules of law governing equitable remedies. Nothing in the foregoing "subject to" clause alters or impairs Purchaser's obligations as Trustor under the Deed of Trust.

(c) Consents. No consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Purchaser of this Agreement and any ancillary agreements and the consummation by Purchaser of the transaction contemplated by this Agreement and Purchaser's Documents, except for the Alaska Alcoholic Beverage Control Board.

(d) Conflicts. Neither the execution and delivery of this Agreement and Purchaser's Documents by Purchaser, nor the consummation by Purchaser of the transaction contemplated hereby, will, to Purchaser's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of Purchaser's Articles of Organization or operating agreement, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award.

(e) Default or Event of Default. Purchaser is not a party to any unexpired, undischarged, or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Purchaser according to the terms of this Agreement will be a default, or whereby timely performance by Purchaser according to the terms of this Agreement may be prohibited, prevented, or delayed.

(f) Litigation. There is no litigation or proceeding, in law or in equity, and there are no proceedings or governmental investigations before any commission or other administrative authority, pending or, to Purchaser's knowledge, threatened, which reasonably would be expected to materially adversely affect or delay the consummation of the transaction contemplated hereby.

(g) Brokers. Purchaser has not dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transaction contemplated hereby or introducing the parties to each other.

4.2 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) Organization. For those Business Assets owned by Crazy Horse Inc. on the effective date of this Agreement, the Seller is a corporation duly organized, validly existing and in good standing, under the laws of the State of Alaska. For those Business Assets owned by Jeanette H. Johnson, individually, on the effective date of this Agreement, Seller makes these warranties of sound mind and to the best of her knowledge.

(b) Power and Authority; Enforceability. Seller has full corporate power and authority to enter into and perform (i) this Agreement and (ii) all documents and instruments executed by Seller pursuant to this Agreement (collectively, "Seller's Documents"). This Agreement and Seller's Documents have been duly executed and delivered by duly authorized officers of Seller and (assuming due authorization, execution, and delivery by Purchaser) constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency and similar laws affecting the rights of creditors generally and subject to rules of law governing equitable remedies. Nothing in the foregoing "subject to" clause alters or impairs Sellers' rights and remedies as Beneficiaries under the Deed of Trust.

(c) Consents. To the best of Seller's knowledge, no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery of this Agreement and Seller's Documents and the consummation by Seller of the transaction contemplated by this Agreement and Seller's Documents, except for the Alaska Alcoholic Beverage Control Board. If any other restraint on alienability, approval of assignment or similar consent is discovered to be required, Seller shall endeavor to obtain same in accord with Section 8.6.

(d) Conflicts. Neither the execution and delivery of this Agreement and Seller's Documents by Seller, nor the consummation by Seller of the transaction contemplated

hereby, will conflict with, or result in a breach of any of the terms, conditions or provisions of Seller's Articles of Incorporation or Bylaws, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any governmental authority or of any arbitration award.

(e) Default or Event of Default. Seller is not a party to, or bound by, any unexpired, undischarged, or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Seller according to the terms of this Agreement will be a default or an event of acceleration, or whereby timely performance by Seller according to the terms of this Agreement may be prohibited, prevented, or delayed.

(f) Litigation. There is no litigation or proceeding, in law or in equity, and there are no proceedings or governmental investigations before any commission or other administrative authority, pending or, to Seller's knowledge, threatened, nor is there any basis for any such claims, which reasonably would be expected to materially adversely affect or delay the consummation of the transaction contemplated hereby.

(g) Title to Tangible Assets. Between the two of them, Sellers have good and marketable title to all tangible personal property included in the Business Assets and the corporate power to sell the Business Assets, free and clear of any liens, claims, encumbrances, and security interests. No unreleased security agreement, financing statement or other instrument encumbering any of the Business Assets has been recorded, filed, executed, or delivered or could be recorded, filed, executed, or delivered.

(h) Exclusivity. Except for the registered corporate name "Crazy Horse Inc." for which exclusivity is protected under AS 10.06.130, Seller makes no warranty regarding the exclusivity of any intellectual property or proprietary rights being conveyed hereunder beyond exerting best efforts to assist Purchaser with maintaining any other exclusive right that was possessed by Seller on the day of Closing.

(j) Taxes. All taxes and other amounts which are required to be withheld, collected, or paid by Seller with respect to the Business Assets have been duly withheld, collected and, to the extent required, paid to the proper taxing authority, or properly segregated or deposited as required by law pro-rated to the Closing Date. No issues have been raised by or, to Seller's knowledge, are currently pending before, and no deficiencies have been asserted or assessments made by, the Internal Revenue Service or any other taxing authority in connection with the Business Assets.

(k) Brokers. Seller has not dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transaction contemplated hereby or introducing the parties to each other.

(l) Condition of Assets. Seller makes no representation or warranty as to the condition of the assets sold under this Agreement, their suitability for any purpose or their profitability. Purchaser has had the opportunity to inspect the assets and the books and records of the Seller and agrees to accept the assets AS IS/WHERE IS, provided, however,

Seller shall transfer any manufacturer or similar warranty to Purchaser associated with any of the assets. The real property shall be conveyed by Warranty Deed.

ARTICLE V

Employees

5.1 Employees. Seller and Purchaser agree that Purchaser may extend offers of employment to some of Seller's current employees but is not required to do so. Purchaser may interview any present employees for possible employment with it but is under no obligation to do so.

5.2 Employee Benefits. Seller shall be responsible for all benefits for its employees accrued before the Closing Date. Purchaser shall be responsible for all employee benefits that accrue after the Closing Date in accordance with Purchaser's standard practices.

ARTICLE VI

Conduct Prior to the Closing

6.1 Access. Between the date the Agreement is signed and the Closing Date, Seller shall give Purchaser's owners, employees, attorneys, consultants and accountants reasonable access during normal business hours to all of the properties, books, contracts, documents, records and personnel of Seller and shall furnish to Purchaser such information with respect to the Business Assets and/or the Business as Purchaser may from time-to-time reasonably request.

ARTICLE VII

Conditions to Closing

7.1 Conditions to Seller's Obligation. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the fulfillment, at or prior to the Closing, of each of the following conditions (to the extent noncompliance is not waived in writing by Seller):

(a) The representations and warranties made by Purchaser in Section 4.1 shall be true and correct in all respects at and as of the Closing Date with the same effect as though such representations and warranties had been made or given at and as of the Closing Date;

(b) Purchaser shall have performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it at or prior to the Closing; and

(c) No suit, proceeding or investigation shall have been commenced or threatened by any governmental authority or private person on any grounds to restrain, enjoin or hinder, or to seek material damages on account of, the consummation of the transaction contemplated by this Agreement.

Acquisition by Purchaser, and production to Seller, of a binder for a Commercial Multi-perils Insurance Policy or First-Person Multi-Perils Property Insurance Policy covering the real property with such endorsements as are readily available in Anchorage (e.g. earthquake and flood coverage not required), naming Jeanette H. Johnson as an additional insured thereunder, with \$500,000 per occurrence / \$1,000,000 in aggregate limits.

7.2 Conditions to Purchaser's Obligation. Purchaser's obligation to consummate the transaction contemplated by this Agreement is subject to the fulfillment, at or prior to the Closing, of each of the following conditions (to the extent noncompliance is not waived in writing by Purchaser):

(a) The representations and warranties made by Seller in Section 4.2 shall be true and correct in all respects at and as of the Closing Date with the same effect as though such representations and warranties had been made or given at and as of the Closing Date;

(b) Seller shall have performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it at or prior to the Closing;

(c) Purchaser shall have obtained a transfer of Seller's liquor license;

(d) No suit, proceeding or investigation shall have been commenced or threatened by any governmental authority or private person on any grounds to restrain, enjoin or hinder, or to seek material damages on account of, the consummation of the transaction contemplated by this Agreement; and

(e) Seller shall have delivered to Purchaser of all the Business Assets being acquired under this Agreement along with a Bill of Sale (**Exhibit 2**).

ARTICLE VIII

Post-Closing Agreements

8.1 Post-Closing Agreements. From and after the Closing, the parties shall have the respective rights and obligations which are set forth in the remainder of this Article VIII.

8.2 Taking Possession of Tangible Acquired Assets. Purchaser shall take possession of the Business Assets, including the Inventory, upon delivery after the Closing. No later than the day of recording of the conveyance deed, keys to the real property shall be delivered in hand by the Closing Agent to the sole member of the Purchaser who shall sign an acknowledgment of receipt showing date and time. Liability for injury or loss to persons at or on the real property, to inventory, or to the real property shall become the responsibility of Purchaser on that date of recording or on receipt of the keys, whichever occurs first.

8.3 Change of Business Name. Seller shall file within five (5) business days of the Closing all documents required to cease using the name "The Crazy Horse and/or Crazy Horse

Inc.” with the State of Alaska, Division of Corporation and with the State of Alaska Business Licensing division.

8.4 Sales and Transfer Taxes and Fees. Purchaser shall pay when due all sales taxes and/or use taxes, recording fees, personal property title application fees, assignment registration fees, transfer taxes and registration transfer fees and all other taxes and fees incurred in connection with the transfer of the Business Assets. Real property taxes and any special assessments levied by the Municipality of Anchorage on the real property shall be prorated by the Closing Agent as of the Closing Date.

8.5 FNBA Escrow Servicing Account and Reserve Account: If not fully established prior to Closing, Seller shall establish an escrow account with First National Bank Alaska, Escrow Servicing Department to receive and process installment payments of principal and interest.

8.6 Further Assurances. The parties shall execute such further documents and perform such further acts as may be reasonably necessary to transfer and convey the Business Assets to Purchaser on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transaction contemplated hereby.

ARTICLE IX

Indemnification

9.1 Indemnification of the Parties. In the event Seller, on the one hand, and Purchaser, on the other hand (each, as applicable, an “Indemnifying Party”) breaches any representations, warranties or covenants contained in this Agreement, and provided that Purchaser, in the event of a breach by Seller, or Seller, in the event of a breach by Purchaser (each, as applicable, an “Indemnified Party”) makes a written claim for indemnification within the applicable statute of limitations following the Closing Date, then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party from and against any and all Damages the Indemnified Party shall suffer that are caused proximately by the breach. For purposes of this Article IX, “Damages” shall mean all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys’ fees and expenses, but excluding consequential, incidental, or indirect damages, lost profits, and punitive damages. The promises of this Section 9.1 survive Closing for the duration of the applicable statute of limitations.

ARTICLE X

Effect of Termination

10.1 Right to Terminate. This Agreement and the transaction contemplated hereby may be terminated at any time prior to the Closing by prompt notice given in accordance with Section 11.1 as follows:

- (a) by the mutual written consent of Purchaser and Seller; or

(b) by either party if the Closing has not occurred at or before 11:59 P.M., Alaska Time, on December 30, 2022; *provided, however*, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or prior to the Closing Date.

10.2 Termination. In the event of termination of this Agreement pursuant to this Article X, the transaction contemplated by this Agreement shall be deemed abandoned and this Agreement shall forthwith become void without liability on the part of any party hereto (except for any liability of a party for willful breaches of this Agreement). Notwithstanding the foregoing, the provisions of Article X shall survive termination of this Agreement.

ARTICLE XI

Miscellaneous

11.1 Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail or transmitted by electronic mail when receipt is confirmed, in writing, by the receiving party; and, by whatever mechanism described above, if addressed or sent to the parties at their respective addresses set forth below.. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered, or certified mail. Notices delivered by hand, by facsimile, or by nationally recognized private carrier, or by electronic mail shall be deemed given on the first business day following receipt; *provided, however*, that a notice delivered by facsimile shall only be effective if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail, on or before two (2) business days after its delivery by facsimile. All notices shall be addressed as follows:

If to Seller:

Addressed to:

Crazy Horse, Inc.
PO Box 200185
Anchorage, AK 99520
Attention: Jeanette Johnson
Email: akamrfred@gmail.com

If to Purchaser:

Addressed to:

CC1 LLC
8115 Grayhawk Cir.
Anchorage, AK 99507
Attention: Patrick Moses
Email: patrickmoses1989@gmail.com

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 11.1.

11.2 Expenses.

(a) Except for expenses charged to Purchaser by Section 8.4, Closing costs shall be divided in half, each party to pay its half as invoiced by the Closing agent.

(b) Any real property inspection, survey, appraisal, or test is solely the financial responsibility of the party seeking such undertaking.

(c) FNBA Escrow setup fee and annual escrow fees are to be paid by Seller.

(d) Except as otherwise expressly delegated by Section 8.4 or the foregoing paragraphs of this Section 11.2, each party hereto shall bear all fees and expenses incurred by such party in connection with, relating to, or arising out of the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby, including, without limitation, attorneys,' accountants' and other professional fees and expenses.

11.3 Entire Agreement; Amendment. This Agreement and the instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties. The Exhibits to this Agreement delivered herewith shall be considered incorporated into this Agreement. Any amendments to this Agreement must be made in writing and duly executed by an authorized representative or agent of each of the parties hereto.

11.4 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the enforceability of the remaining terms and provisions hereof or the viability or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The parties will use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business, and other purposes of such void or unenforceable provision.

11.5 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the

terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

11.6 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Alaska without giving effect to any choice or conflict of law provision or rule that would cause application of laws of any other jurisdictions.

11.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

11.8 Legal and Tax Advice. The parties hereto have each had the opportunity to obtain independent legal counsel in reviewing and preparing this Agreement and all other documents signed in connection herewith, prior to their execution, and each party has in fact consulted with counsel of its choice. In addition, each party has had an opportunity to and have consulted with their respective tax accountants, including as to the issue of the breakdown of the assets and their values stated herein.

11.9 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party

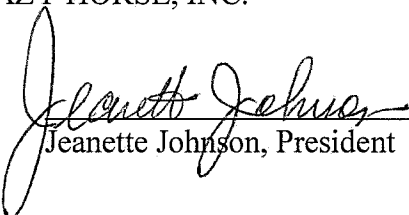
11.10 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

11.11 Sellers' Domicile. Neither the individual seller nor the corporation are foreign persons within the meaning of Sections 1445 and 7701 of the Internal Revenue Code ("IRC"), i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

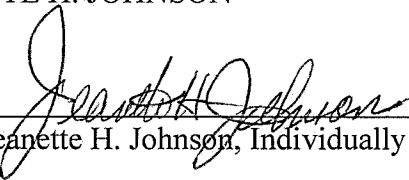
SELLER:

CRAZY HORSE, INC.

By:  _____
Jeanette Johnson, President

SELLER:

JEANETTE H. JOHNSON

By: 
Jeanette H. Johnson, Individually

PURCHASER:

CC1 LLC


By: 
Patrick Moses, Sole Member

EXHIBIT 1
DEED OF TRUST

EXHIBIT 2
BILL OF SALE



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:	Crazy Horse Inc.	License #:	720		
License Type:	Beverage Dispensary	Statutory Reference:	04.11.090		
Doing Business As:	The Crazy Horse				
Premises Address:	1565 Gambell St				
City:	Anchorage	State:	AK	ZIP:	99501
Local Governing Body:	Anchorage Municipality				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	1-6-2023	Transaction #:	100493258
Board Meeting Date:	3/6-7/2023	License Years:	22-23
Issue Date:		Examiner:	KKS

AMCO
 NOV 18 2022



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:	CH1 LLC.				
Doing Business As:	The Crazy Horse				
Premises Address:	1565 Gambell St				
City:	Anchorage	State:	AK	ZIP:	99501
Community Council:	Fairview				

Mailing Address:	8115 Grayhawk Circle				
City:	Anchorage	State:	AK	ZIP:	99501

Designated Licensee:	Patrick Moses				
Contact Phone:	602-810-8505	Business Phone:			
Contact Email:	patrickmoses1989@gmail.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.

1560 3 Blocks

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.

1560 3 Blocks

AMCO
 NOV 18 2022



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:	Patrick Moses				
Title(s):	Member	Phone:	602-810-8508	% Owned:	100
Address:	8115 Grayhawk Circle				
City:	Anchorage	State:	AK	ZIP:	99507



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

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 #:	10208743	AK Formed Date:	09/28/2022	Home State:	Alaska
Registered Agent:	Registered Agents Inc.	Agent's Phone:			
Agent's Mailing Address:	125 N. WILLOW ST.				
City:	Kenai	State:	AK	ZIP:	99611

Residency of Agent:

Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If “Yes”, disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If “Yes”, disclose the name of the individual and the reason for this authorization:



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

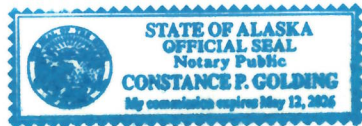
Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

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

Jeanette Johnson
Signature of transferor

Jeanette Johnson
Printed name of transferor

Subscribed and sworn to before me this 3 day of October, 2022.



[Signature]
Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: May 12, 2026

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.

PM

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

PM

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.

PM

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.

PM

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

PM

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.

PM



Signature of transferee

Patrick Moses

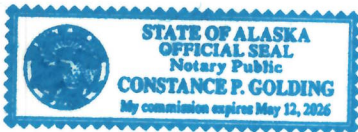
Printed name



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: May 12, 2024



Subscribed and sworn to before me this 3 day of October, 2022.



Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The **second page of this form may not be required**. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.

Yes No

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

Section 1 - Establishment Information

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

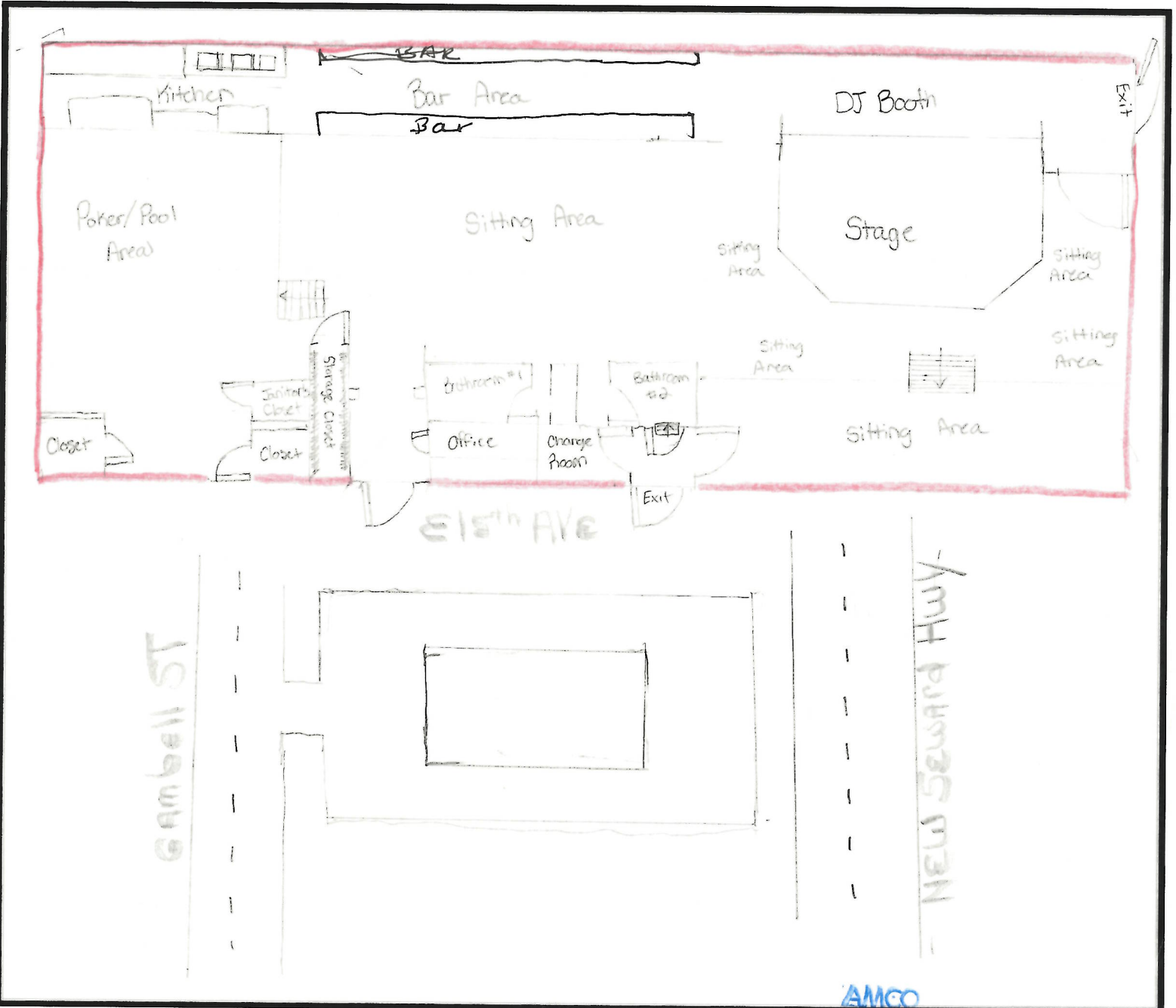
Licensee:	CH1 LLC	License Number:	720
License Type:	Liquor License		
Doing Business As:	Crazy Horse		
Premises Address:	1565 Gambell St		
City:	Anchorage	State:	AK
		ZIP:	99501



Alaska Alcoholic Beverage Control Board
Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



Green Connection
Best variety of
houseplants - Plant...

Gambell St

E 16th Ave

E 16th Ave



E 16th Ave

E 16th Ave

Gambell St



Crazy Horse Saloon

First National Bank
Alaska Operations Center



First National Bank
Alaska Escrow Servicing

