



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: October 12, 2021

FROM: Kristina Serezhenkov, OLE

RE: #3773 Schwabenhof

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.: Approve the transfer with a security interest.

Background: A completed transfer application has been received for liquor license 3773. 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
Transfer Application

ASSET PURCHASE AGREEMENT

This agreement is entered into this 27 day of Sept, 2021, whereby SCHWABENHOF, INC., WILLIAM F. WEITH and PATRICIA A. WEITH, (hereinafter referred to as "Seller") agree to sell, and SCHWABSALASKA LLC., (hereinafter referred to as "Buyer") agrees to purchase assets as follows:

RECITALS:

A. Sellers are the owner and operator of a bar at 4115 E. Palmer Wasilla Hwy., Wasilla, AK. 99654, known as the SCHWABENHOF.

B. SCHWABENHOF, INC. is the holder of liquor license #3773 associated with the premises.

C. Buyer desires to purchase the Seller's business assets (hereinafter collectively referred to as the "Property").

D. Seller desires to sell the Property to Buyer, subject to the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. Assets to be Sold. The Property being purchased by Buyer and sold by Seller consists of the real property, those assets located at the premises and used by Seller doing business, and shall include certain personal property and intangibles.

The assets to be sold consist of the following:

1.1 Real Property and Improvements. Seller agrees to deed the following real property and improvements thereon to Buyer subject to matters of record, to wit:

Lot 1 A, Block 2, Country Field Estates V, Plat No.
2000-126, in the Palmer Recording District, Third
Judicial District, State of Alaska.

1.2 Personal Property. Personal Property shall include equipment, furniture, fixtures, inventory and other business related movable Property as more fully described on Exhibit 1, attached hereto and incorporated herein by this reference. Seller has no responsibility to assure adequate inventory for operation after closing.

1.3 Intangibles. Intangibles shall include the name of the business, telephone numbers, menus, good will, and right to license #3773.

2. Assets Not To Be Sold. This is an asset purchase. Buyer must establish its own business reputation.

3. Purchase Price. The purchase price for the assets sold shall be the sum of FIVE HUNDRED AND ~~FIFTEEN~~ THOUSAND DOLLARS (\$~~515,000.00~~) and shall be payable by promissory note, secured by deed of trust, security agreement, personal guaranty, and irrevocable ABC power of attorney, substantially as set forth at Exhibit 2. A UCC financing statement will be filed with UCC Central and a fixture filing will be recorded.

3.1 Earnest Money. Upon the execution of this agreement, Buyer will pay the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) as Earnest Money, payable to the title company. This will be Buyer's share of closing costs.

Buyer will be entitled to return of the Earnest Money if through no fault of Buyer, the transaction fails to close. Seller will be entitled to keep the Earnest Money if through no fault of the Seller, the transaction fails to close.

3.2 Allocation. The values of the components of the sale, for allocation purposes, is as follows:

\$ 100,000.00 Liquor License
\$ 395,000.00 Land & Building + \$ 5000
\$ 10,000.00 Equipment
\$ 10,000.00 Inventory

4. Transfer of Liquor License. Final approval of the transfer of the liquor licenses to Buyer by the Alaska Alcoholic Beverage Control Board is anticipated to

ASSET PURCHASE AGREEMENT
SCHWABENHOF, INC. / SCHWABSALASKA LLC
PAGE 2 OF 6

AMCO

SEP 30 2021

take up to several months.

Buyer covenants that the owner is a citizen of the United States, and has never been arrested, indicted, or convicted of any crime or accused of violating any law which would disqualify him as transferee for an alcohol license, or for any other license with regard to the operation of a business at the premises, and;

No liquor license ever issued to Buyer or the owner has been suspended or revoked, and;

The funds to be paid under this agreement are from sources acceptable to the State Alcoholic Beverage Control Board, and;

Buyer knows of no reason why the application for liquor license transfer should be denied, or why the transfer herein should not be approved by the Alcoholic Beverage Control Board, and;

Buyer has inspected and is familiar with the premises, with the physical condition of the building, improvements, furniture, fixtures, assets and equipment referred to herein and hereby waives further inspection, and;

Buyer shall diligently pursue transfer of the alcohol license from Seller by furnishing all information and documents required by the Alcoholic Beverage Control Board.

There are no judgments against Buyer or Buyer's owners.

5. Proration/Closing/Closing Costs, Taxes, Etc. Any vendor accounts, taxes and governmental assessments for the time prior to closing shall be Seller's responsibilities. All such charges shall be paid current and in full at or before closing. Liquor license fees, taxes and assessments and any contracts for advertising shall be prorated as of the date of closing.

After application of Buyer's earnest money, Seller shall pay the remaining title company closing costs. There will be title insurance and mortgagee's insurance at closing. Buyer will provide proof of insurance showing Seller as mortgage

holder/loss payee at closing, at least for coverage in the amounts currently held by Seller.

The transaction will close at Mat-Su Title Agency, LLC in Wasilla, Alaska within one week of receiving approval of the liquor license transfer by the Alcoholic Beverage Control Board or as soon thereafter that the title company is ready but no sooner than January 1, 2022. Escrow shall be set up at First National Bank Escrow Department, with set up fees and annual fees paid by ~~Seller~~ Buyer *WJW* *later*

6. Possession. Buyer shall be entitled to possession on closing. The Property is being purchased "as is." Seller makes no representation or warranty regarding the condition of said Property. Seller specifically and without exception, disclaims any implied warranties as to workmanship, habitability, fitness for a particular purpose, or as to present or future usability. Seller makes no representation about the viability of the business planned by Buyer, instead relying on Buyer's own independent evaluation of its own commercial prospects or plans for the assets. Buyer may inspect the Property prior to closing, at Buyer's expense.

Buyer will make its own arrangement with Seller's current Employees.

7. Remedies in the Event of Default. In the event, for any reason, Seller violates this Agreement and fails to close or fulfill conditions related to the sale of the Property in accordance herewith, then Buyer shall have the right to return of the earnest money and no other remedy. In the event, for any reason, Buyer violates this Agreement or fails to close, Buyer shall have no further right to purchase or obtain reimbursement of the earnest money.

8. Notices. Any written notice to be mailed to either party as provided for therein, shall be addressed as follows:

TO SELLER:

WILLIAM AND PATRICIA WEITH
SCHWABENHOF, INC.
1425 N. LAZY LANE
PALMER, AK. 99645

TO BUYER:

SCHWABSALASKA, LLC.
PO BOX 876452
WASILLA, AK. 99687

9. Binding Effect. The covenants herein made shall be binding upon Buyer, Seller, and their successors. Buyer may not assign rights hereunder. Buyer shall provide a personal guaranty from its owner, WILLIAM LINGLE.

10. Completeness of Agreement. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof. All oral understandings and agreements previously existing between the Parties are merged into this Agreement. No change may be made in this Agreement except by instrument in writing, duly executed with the same formalities of this Agreement.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alaska.

12. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unreasonable provisions were omitted.

13. Waiver. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of nor prejudice the party's right to require strict performance of any provision in the future.

14. Conflict. The parties acknowledge that Patricia R. Hefferan has provided these papers at Seller's request, representing Seller only. Buyer and guarantor acknowledge having sufficient opportunity, before signing, to have the documents reviewed by their own independent attorney or tax advisor.

IN WITNESS WHEREOF, the Parties have signed this Agreement by reference as of the dates set opposite their respective signatures below.

SELLER:

Date: 09-27-21

William F. Weith
SCHWABENHOF, INC.
BY: WILLIAM F. WEITH
ITS: PRESIDENT

ASSET PURCHASE AGREEMENT
SCHWABENHOF, INC. / SCHWABSALASKA LLC
PAGE 5 OF 6

AMCO

SEP 30 2021

Date: 09-27-21

William F. Weith
WILLIAM F. WEITH

Date: 9/27/2021

Patricia A. Weith
PATRICIA A. WEITH

BUYER:

Date: 9/27/2021

[Signature]
SCHWABSALASKA LLC.
BY: WILLIAM T. LINGLE
ITS: MEMBER

GUARANTOR:

Date: 9/27/2021

[Signature]
WILLIAM T. LINGLE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That SCHWABENHOF, INC., herein referred to as the Seller, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), lawful money of the United States of America, and other good and valuable consideration in hand paid by SCHWABSALASKA LLC, an Alaska Limited Liability Company, herein referred to as the Buyer, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, and CONVEY, unto the Buyer, its successors and assigns, all of the Seller's right, title and interest in the following described property to-wit:

All personal property described on Exhibit 1, attached and incorporated.

TO HAVE AND TO HOLD the same unto the said Buyer, its successors and assigns FOREVER, SUBJECT to SELLER'S Security interest until paid in full.

The personal property transferred hereby is sold in a strictly "AS-IS" condition, without warranties, whatsoever. Buyer acknowledges herein that the undersigned has fully inspected the property and agrees to accept the same in an "AS-IS" condition and with no warranties of any type, expressed or implied.

IN WITNESS WHEREOF, the parties sign on the date set forth below.

SELLER:

Date: _____

exhibit only

SCHWABENHOF, INC.
BY: WILLIAM WEITH
ITS: PRESIDENT

Date: _____

exhibit only

WILLIAM F. WEITH

Date: _____

exhibit only

PATRICIA A. WEITH

BUYER:

BUYER HAS INSPECTED AND AGREES TO
ACCEPT THE PROPERTY TRANSFERRED
IN AN "AS-IS" CONDITION:

Date: _____

exhibit only

SCHWABSALASKA LLC
BY: WILLIAM T. LINGLE
ITS: MEMBER

AMCO

SEP 30 2021

Exhibit # 1, page 1 of 3

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by WILLIAM F. WEITH, individually and on behalf of SCHWABENHOF, INC.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by PATRICIA A. WEITH.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by WILLIAM T. LINGLE, for SCHWABSALASKA LLC.

Notary Public in and for Alaska
My Commission Expires: _____

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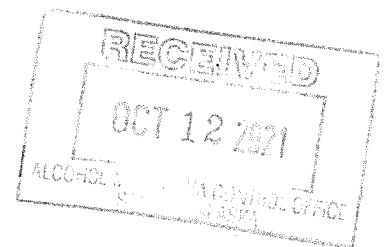
SEP 30 2021

BILL OF SALE
LIST

Equipment List 2021

3 Bay Stainless Steel Sink: 6 Ft (2)
Hot Water Heater: Gas Bradford White Defender
Victory Stainless Steel Refer/Freezer: Model RFS-2D-S6 Serial # A-8838V20
Ice-O-Matic Model: ICE0500FA5 Serial: 13031280012400
Bar Sink: stainless steel
Jägermeister Machine J99-12845
Refrigerators: Stainless steel under counter (1) Red bull (1) Bud light (1) Black Under counter (1)
Frigidaire Stainless (2)
Freezer: Kenmore WB82853828
Storage Racks: stainless steel 2x3x7 FT
Food Warmers: server stainless steel with inserts (3)
Soup Warmer: Commercial
Plates: 3 section rounds (46)
Glassware: Varied beer glasses and mugs and drink glasses
Silverware: knives, forks, and spoons (approx. 60 each)
Ace Dishwasher/Sanitizer (1)
Jukebox (touch tunes- sugarloaf owned)
Bottle Cooler: 4 FT Stainless steel Perlick Model: 7260ESILUL Serial:352891
Cooking utensils: Inc. knives and other implements
Pizza Ovens: Pizza Pal electric Wisco industries Model: MUD 412-5NCT Serial: 50444
Tap System: 5 HP compressor with condenser and evaporator, 20 pressure control valves, 20 beer taps with handles, Ayinger porcelain pedestal
Beer steins: variety 30
Storage cabinets: 6 FT (2), 5 FT (2), 3 FT (3)
Light fixtures: tear drop with single bulb (2), 3 light stained glass (2)
Bar stools: 13 custom log with upholstered seats
Chairs: Custom log on casters with upholstered seats (22), folding chairs (67)

Amended Exhibit #1
Page 3 of 4



Tables: plastic foldable 6 FT round (1), Round on metal base 3 FT (1), Round on custom "root" base 3 FT (4), 2 FT square wooden (1), 2.5 FT square wooden (2), 1.5 x 2 FT tables (27), 10 FT plastic (2), 6 FT plastic (2), 6 FT wood (2), 5 FT plastic (4), 4 FT plastic (4)

Gas BBQ Next grill

Alarm System: Vivint

Security Camera: Vivint

Toaster Oven: Cuisinart MEZ66990902

Hotpoint Electric Range

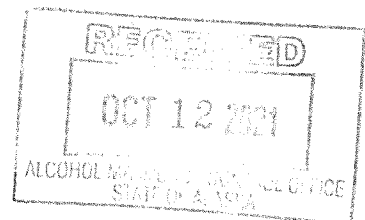
Harbor Touch POS system (2): shift 4 payments owned

HP LaserJetPro Printer model: MFPM283CDW

Name, "Schwabenhof"

Associated phone numbers

APPROX. TOTAL VALUE
= \$10000



Amended Exhibit #1
Page 4 of 4

DEED OF TRUST

THIS DEED OF TRUST, effective on the ____ day of _____, 202__, between SCHWABSALASKA LLC, an Alaska Limited Liability Company, herein called TRUSTOR, whose address is PO Box 876452, Wasilla, AK. 99687, and MAT-SU TITLE AGENCY, LLC, 1981 E. Palmer-Wasilla Highway, Suite 100, Wasilla, AK. 99654, herein called TRUSTEE and WILLIAM F. WEITH and PATRICIA A. WEITH, husband and wife, and SCHWABENHOF, INC., an Alaska Corporation, BENEFICIARY, whose address is 1425 N. Lazy Lane, Palmer, AK. 99645.

WITNESSETH:

That TRUSTOR GRANTS, BARGAINS, SELLS AND CONVEYS TO TRUSTEE IN TRUST WITH POWER OF SALE, THAT PROPERTY IN THE Palmer Recording District, State of Alaska, described as:

Lot 1 A, Block 2, Country Field Estates V, Plat No.
2000-126, in the Palmer Recording District, Third
Judicial District, State of Alaska.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. To have and to hold the same, with the appurtenances, unto TRUSTEE.

TRUSTOR shall be entitled to possession of the above described premises from and after the date of execution of this Trust Deed, and for so long as all payments on the promissory note herein referred to are currently paid and all promises, conditions and covenants of the TRUSTOR herein are faithfully kept and performed.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of TRUSTOR herein contained; and
2. Payment of the indebtedness evidenced by one promissory note dated _____, 202__, in the principal sum of FIVE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$515,000.00), with FIVE (5%) PERCENT interest per annum on the declining balance, payable to BENEFICIARY or order.
3. Performance of Trustor according to a Security Agreement between the parties of even date herewith, pertaining to other collateral.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST,

DEED OF TRUST
SCHWABENHOF, INC. / SCHWABSALASKA LLC
PAGE 1 OF 6

Exhibit #2, Page 1 of 17

AMCO

SEP 30 2021

TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to maintain in an orderly manner, paint, repair, keep free from freezing, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to the BENEFICIARY, fire insurance satisfactory to and with loss payable to BENEFICIARY in an amount at least equal to the balance owing at all times under this Deed of Trust.

The amount collected under any fire or other insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENEFICIARY may determine, or at option of BENEFICIARY the entire amount so collected or any part thereof may be released to TRUSTOR. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which BENEFICIARY or TRUSTEE may appear, and in any proceeding brought by BENEFICIARY to foreclose this Deed.

4. To pay at least ten days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. To pay immediately and without demand all sums expended by BENEFICIARY or TRUSTEE pursuant to the provisions hereof.

6. Should TRUSTOR fail to make any payment or to do any act as herein provided, then BENEFICIARY or TRUSTEE, but without obligation to do so and without notice to or demand upon TRUSTOR, and without releasing TRUSTOR from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, BENEFICIARY or TRUSTEE being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; pay, purchase, contest or

compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

B. IT IS MUTUALLY AGREED THAT:

1. Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to BENEFICIARY who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, BENEFICIARY does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of BENEFICIARY and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to TRUSTEE for cancellation and retention and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, TRUSTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, BENEFICIARY may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine. The entering upon and taking possession of said

property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In addition to all of the other rights and powers provided herein, BENEFICIARY may in his discretion commence legal proceedings to recover possession of the property.

6. Upon default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the BENEFICIARY. In the event of default, BENEFICIARY shall execute or cause the TRUSTEE to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the Recorder for the recording district in which said property or some part thereof is located.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, TRUSTEE, without demand on TRUSTOR, shall sell said property in Alaska at the place provided by law at the time fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. BENEFICIARY shall have the right to make an offset bid without cash in an amount equal to the balance owed on the obligation at the time of the sale, including any sums expended by BENEFICIARY and TRUSTEE under the deed of trust with interest, attorney's fees, and costs of sale. TRUSTEE may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE, or BENEFICIARY, as hereunder defined, may purchase at such sale.

After deducting all costs, fees and expenses of TRUSTEE and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid with accrued interest at five percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereof.

7. Nothing contained herein shall be construed to limit the right of BENEFICIARY to foreclose this deed of trust by judicial action. BENEFICIARY shall further be entitled to bring an action upon the note secured by this Deed of Trust without attempting to foreclose this Deed of Trust either by judicial action or by exercise of the power of sale. TRUSTOR shall be liable for and agrees to pay any

deficit.

8. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term BENEFICIARY shall mean the holder and owner including pledgee, of the note secured hereby, whether or not named as a BENEFICIARY herein, or, if the note has been pledged, the pledgee thereof in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. TRUSTEE accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. TRUSTEE is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which TRUSTOR, BENEFICIARY or TRUSTEE shall be a party unless brought by TRUSTEE.

10. BENEFICIARY may, from time to time, as provided by statute, appoint another TRUSTEE in place and stead of TRUSTEE herein named, and thereupon, the TRUSTEES herein named shall be discharged and TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

11. If two or more persons be designated as TRUSTEE herein, any, or all, powers granted herein to TRUSTEE may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against TRUSTOR, their heirs and assigns.

12. TRUSTEE shall release and reconvey this Deed of Trust on notice from BENEFICIARY or subsequent agents, that the debt secured hereby has been satisfied.

13. The promissory note secured by this deed of trust instrument is all due and payable on or before the _____ day of _____, 20_____. It is agreed and acknowledged that the "date of maturity" of this instrument, as that term is used in AS 34.20.150, is 3 years after the due date specified above.

C. SPECIAL CONDITIONS & COVENANTS:

1. The property described herein and any interest in said property shall not be assumed, transferred, or sold without paying off in full and releasing this Deed of Trust. This condition and restriction is a part of the bargained-for consideration between TRUSTOR and BENEFICIARY and any unauthorized attempt at sale, transfer, or assumption shall constitute a default in the terms of the Deed of Trust, whereupon the entire balance owed on the Deed of Trust Note shall immediately become due and payable.

The undersigned TRUSTOR request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to the address hereinbefore set forth.

TRUSTOR:

COPY

SCHWABSALASKA LLC.
BY: WILLIAM T. LINGLE
ITS: MEMBER

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by WILLIAM T. LINGLE, for SCHWABSALASKA LLC.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

RECORD IN THE PALMER RECORDING DISTRICT
RETURN TO: FIRST NATIONAL BANK ESCROW DEPARTMENT
PO BOX 100720, ANCHORAGE, AK. 99510

DEED OF TRUST
SCHWABENHOF, INC. / SCHWABSALASKA LLC
PAGE 6 OF 6

Exhibit #2, Page 6 of 17

AMCO

SEP 30 2021

DEED OF TRUST NOTE

\$520,000.00

Wasilla, Alaska

_____, 2021

FOR VALUE RECEIVED, the undersigned promises to pay to WILLIAM F. WEITH, as to _____%, PATRICIA A. WEITH, as to _____% SCHWABENHOF, INC., an Alaska Corporation, as to _____%, of Wasilla, Alaska, and to its successors and assigns, or to order, the principal sum of FIVE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$520,000.00) with FIVE PERCENT (5%) interest on the balance remaining from time to time unpaid. The said principal and interest shall be payable at/to the holder of this note at First National Bank of Alaska Escrow Department. The said principal and interest shall be due as follows:

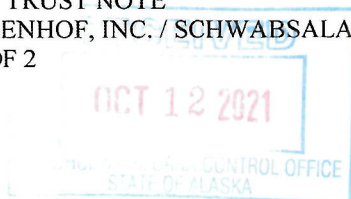
Monthly payments shall be due in the amount of \$_____. The first payment shall be due and payable on or before the _____ day of _____, 2021, with a like sum of _____ AND 00/100 DOLLARS (\$_____) or more per month, including interest at the rate of FIVE PERCENT (5%) per annum, commencing from the _____ day of _____, 2021, due on or before the _____ day of each month thereafter until the _____ day of _____, 2036 when the entire balance of principal and interest is due in full.

A LATE FEE in the amount of 10% of the delinquent amount due shall be charged if any payment is late by 10 days or more.

IF DEFAULT be made in the payment of any installment under this note, and if such default is not made good prior to thirty (30) days after the due date of said installment, the entire principal sum and accrued interest shall at once become due and payable at the option of the holder(s) of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. If any suit or action is instituted to collect this note or any part thereof, the undersigned promise and agree to pay, in addition to costs and disbursements provided by statute, a reasonable sum as attorney's fees in such suit or action.

The undersigned are personally obligated and fully liable for the amount due hereunder. The Mortgagees or Beneficiaries (Lender) have the right to sue on the Note and obtain a personal judgment against the undersigned for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the Mortgage or Deed of Trust under AS 09.45.170 - 09.45.220.

The undersigned, whether principal, surety, guarantor, endorser, or other party hereto, agree to be jointly and severally bound, severally hereby waive any homestead or exemption right against said debt, waives demand, protest and notice of demand, protest and nonpayment, and expressly agree that this note or any payment thereunder may be extended from time to time and consent to the acceptance of further security, including other types of security, all without in any



way affecting the liability of such parties.

This note is secured by a Security Agreement and a Deed of Trust of even date herewith to Mat-Su Title Agency, LLC as Trustee, on real estate, personal property and Alcoholic Beverage Dispensary License #3773, all situated in the Palmer Recording District, Third Judicial District, and this note is to be construed according to the laws of the State of Alaska.

“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.”

DATED: _____

SCHWABSALASKA LLC
BY: WILLIAM T. LINGLE
ITS: MEMBER

GUARANTOR:

DATED: _____

WILLIAM T. LINGLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by WILLIAM T. LINGLE, individually, and as Member for SCHWABSALASKA LLC.

Notary Public in and for Alaska
My Commission Expires: _____



IRREVOCABLE ASSIGNMENT FOR SECURITY PURPOSES
AND POWER OF ATTORNEY

FOR VALUABLE CONSIDERATION SCHWABSALASKA LLC, whose address is PO Box 876452, Wasilla, AK. 99687, hereinafter "Assignor," as operator of Beverage Dispensary License #3773, under the authority of the State of Alaska and State of Alaska Alcoholic Beverage Control Board hereby irrevocably assigns to SCHWABENHOF, INC., whose address is 1425 N. Lazy Lane, Palmer, AK. 99645, hereinafter "Assignee," all of the current and after-acquired right, title and interest in and to the alcoholic beverage license issued in the name of SCHWABSALASKA LLC, and grant the said Assignee a security interest therein, and in reissuance of such licenses, such assignment and granting of security interest being for the sole purpose of securing the obligations set forth in the following documents:

1. Security Agreement, dated _____, 202____.
2. Deed of Trust Note, dated _____, 202____.
3. Deed of Trust, dated _____, 202____.

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 the principal of SCHWABENHOF, INC., i.e. WILLIAM F. WEITH, or PATRICIA A. WEITH, 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 licenses, including therein without limitation the powers and authority to retransfer the liquor licenses.

The purpose of this assignment and power of attorney is to ensure performance of the Assignor's promise if there is a default in payment or other terms of the agreements under which the license was transferred. It is the parties' intention that the Assignee has the same rights and powers with respect to the license which is the subject thereof that Assignor has and would have in all instances when the operation, transfer, renewal, operation, use or any other disposition of said license is involved.

Subject to the foregoing, this assignment 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 assignment and power of attorney is coupled with an interest and is therefore irrevocable.

This document is intended to create a method to allow the Assignee to enforce Assignee's purchase money interest in Beverage Dispensary License #3773, in favor of the Assignee as provided by AS 04.11.670, AS 04.11.360 (4)(B), 3AAC 304.106, and applicable regulations, as amended.

Under the terms of AS 04.11.360(4)(B), AS 04.11.670, and 3AAC 304.106, the transferor, SCHWABENHOF, INC., has retained a security interest in the

IRREVOCABLE ASSIGNMENT FOR SECURITY PURPOSES AND POWER OF ATTORNEY
SCHWABENHOF, INC. / SCHWABSALASKA LLC,
PAGE 1 OF 2

Exhibit #2, Page 9 of 17

AMCO

SEP 30 2021

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.

ASSIGNOR:

COPY

Date: _____

SCHWABSALASKA LLC
BY: WILLIAM T. LINGLE
ITS: MEMBER

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____
day of _____, 2021, by WILLIAM T. LINGLE, as member on
behalf of SCHWABSALASKA LLC.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

SECURITY AGREEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 202_____, by and between WILLIAM F. WEITH, PATRICIA A. WEITH, and SCHWABENHOF, INC., whose address is 1425 N. Lazy Lane, Palmer, AK. 99645, hereinafter called "Secured Party", and SCHWABSALASKA LLC, whose address is PO Box 876452, Wasilla, AK. 99687, hereinafter called "Debtor."

That the said Debtor, for a valuable consideration, hereby grants a security interest in the following property:

All personal property described on Exhibit A, attached hereto.

This Security Agreement is made, executed and delivered to the Secured Party by the Debtor to secure the payment of the sum of \$515,000.00, and payable in installments according to the terms and conditions of a Promissory Note of even date herewith, which Note may cover other collateral.

This Security Agreement shall be void if the Debtor shall pay off and discharge all of the indebtedness secured hereby when the same shall become due, but otherwise this Security Agreement shall remain in full force and effect.

It is expressly provided that it shall be lawful for the Debtor to retain possession of said secured property at its own expense, and to keep and hold the same until default shall be made in the payment of said debt or until the said Debtor shall otherwise fail to comply with some or one of the terms, conditions or provisions of this Security Agreement.

The Debtor further agrees to keep said secured property in good condition and repair and not to permit the same to be removed from the State of Alaska without first having secured the written consent of the Secured Party.

The Debtor agrees, at its own cost, during the continuance hereof, to keep the secured property fully insured against damage or loss to the reasonable insurable value thereof, and naming Secured Party as additional insured/loss payee.

The Debtor covenants that Debtor will keep said property at all times free from any lien or charge, whether for storage or otherwise, and failing to do so, the Secured Party may, at its option, pay such charges and hold this Agreement as security for any sums so expended; and that Debtor will pay all taxes or other charges levied thereon before the same become delinquent and will not suffer or permit the same to be attached or seized on execution or otherwise. Debtor further covenants that other than in the normal course of business, it will not rent, sell or dispose of the said property, or loan the same, without the written consent of the Secured party, nor use the same for any illegal or improper use.

If, prior to maturity of said indebtedness or any payment under said

Note or this Agreement, the Secured Party believes that the subject property is being or will be wasted, injured, destroyed, lost or removed, or if the property should be seized or levied upon, under means of final process had against Debtor, the entire debt hereby secured shall, at Secured Party's option, become immediately due and payable without notice, and Secured Party shall have the right immediately to take possession of the property hereby debted, and the further right of foreclosure without notice; and Secured Party is hereby constituted sole and exclusive judge of whether or not any of said conditions respecting the secured property do in fact exist and of whether the indebtedness hereby secured has in fact been by Debtor rendered insecure. No waiver of any breach or extension as to any covenant hereof shall be deemed or shall imply such as to any other subsequent breach or covenant.

A default under the deed of trust between the parties, of even date herewith, will be deemed a default under this Security Agreement. The collateral hereunder may be sold, in that event, with the collateral under the deed of trust.

It is agreed that all costs and expenses, including actual attorneys fees if in a reasonable amount, incurred or paid by the Secured Party in exercising any right, power, or remedy conferred hereby, and in the enforcement thereof, shall become a part of the indebtedness secured hereby.

It is understood that time is the essence of this contract, and in case default be made in payment of any installments of principal or interest secured by the Agreement and as and when the same become due, or in case Debtor shall make default in performance hereunder or under the parties' Note, or if any attempt shall be made to remove, injure or dispose of said property, or if the same shall not be safely or properly kept, cared for and protected by Debtor, Secured Party may, without notice, declare the whole sum of both principal and interest due and payable, and at once proceed to collect the same and take immediate possession of the property hereby secured without notice and foreclose this Agreement in any manner provided by law.

It is agreed that at any such sale, the Secured Party may become purchaser, and unless all sums secured hereby are fully paid, the Debtor shall be and remain liable for any deficiency.

Under the terms of AS 04.11.360(4)(B), AS 04.11.670 and 3AAC 304.106, the transferor has retained a security interest in the liquor license that is the subject of this conveyance, #3773, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors. DEBTOR agrees that the liquor license is not permitted to be relocated, nor shall Debtor's owner change until the debt secured hereby is paid in full.

Each and every clause, term, covenant and condition of this Agreement shall inure to the benefit of, descend to and become binding upon the successors and assigns of the parties hereto.

In this Security Agreement, whenever the context so requires, the masculine gender includes the feminine and or neuter, and the singular numbers

include the plural.

IN WITNESS WHEREOF, the said Debtor has caused these presents to be duly executed effective on the day and year hereinabove first written.

SECURED PARTY:

DEBTOR:

COPY

SCHWABENHOF, INC.
BY: WILLIAM F. WEITH
ITS: PRESIDENT

COPY

WILLIAM F. WEITH

COPY

PATRICIA A. WEITH

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by WILLIAM F. WEITH, for SCHWABENHOF, INC.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by PATRICIA A. WEITH.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by WILLIAM T. LINGLE, for SCHWABSALASKA LLC.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

Equipment List 2021

3 Bay Stainless Steel Sink: 6 Ft (2)

Hot Water Heater: Gas Bradford White Defender

Victory Stainless Steel Refer/Freezer: Model RFS-2D-S6 Serial # A-8838V20

Ice-O-Matic Model: ICE0500FA5 Serial: 13031280012400

Bar Sink: stainless steel

Jägermeister Machine J99-12845

Refrigerators: Stainless steel under counter (1) Red bull (1) Bud light (1) Black Under counter (1)
Frigidaire Stainless (2)

Freezer: Kenmore WB82853828

Storage Racks: stainless steel 2x3x7 FT

Food Warmers: server stainless steel with inserts (3)

Soup Warmer: Commercial

Plates: 3 section rounds (46)

Glassware: Varied beer glasses and mugs and drink glasses

Silverware: knives, forks, and spoons (approx. 60 each)

Ace Dishwasher/Sanitizer (1)

Jukebox (touch tunes- sugarloaf owned)

Bottle Cooler: 4 FT Stainless steel Perlick Model: 7260ESILUL Serial:352891

Cooking utensils: Inc. knives and other implements

Pizza Ovens: Pizza Pal electric Wisco industries Model: MUD 412-5NCT Serial: 50444

Tap System: 5 HP compressor with condenser and evaporator, 20 pressure control valves, 20 beer taps with handles, Ayinger porcelain pedestal

Beer steins: variety 30

Storage cabinets: 6 FT (2), 5 FT (2), 3 FT (3)

Light fixtures: tear drop with single bulb (2), 3 light stained glass (2)

Bar stools: 13 custom log with upholstered seats

Chairs: Custom log on casters with upholstered seats (22), folding chairs (67)

Exhibit #2
PA 15A

AMCO

SEP 30 2021

Tables: plastic foldable 6 FT round (1), Round on metal base 3 FT (1), Round on custom "root" base 3 FT (4), 2 FT square wooden (1), 2.5 FT square wooden (2), 1.5 x 2 FT tables (27), 10 FT plastic (2), 6 FT plastic (2), 6 FT wood (2), 5 FT plastic (4), 4 FT plastic (4)

Gas BBQ Next grill

Alarm System: Vivint

Security Camera: Vivint

Toaster Oven: Cuisinart MEZ66990902

Hotpoint Electric Range

Harbor Touch POS system (2): shift 4 payments owned

HP LaserJetPro Printer model: MFPM283CDW

Exhibit # 2
Pg 15A

AMCO

SEP 30 2021

STATUTORY WARRANTY DEED

The Grantor, WILLIAM F. WEITH, PATRICIA A. WEITH, and SCHWABENHOF, INC., An Alaska Corporation, whose address is 1425 N. Lazy Lane, Palmer, AK. 99645, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, SCHWABSALASKA LLC, An Alaska Limited Liability Corporation, whose address is PO Box 876452, Wasilla, AK. 99687, and to its successors and assigns, the following described real property:

Lot 1 A, Block 2, Country Field Estates V, Plat No. 2000-126, in the Palmer Recording District, Third Judicial District, State of Alaska.

SUBJECT TO ALL reservations, exceptions, easements, rights-of-way, and other matters of record, if any;

PROVIDED HOWEVER, Grantor does transfer the property, including improvements, in an "AS-IS" condition, without any warranties, expressed, implied, or otherwise included as a part of this transfer. GRANTOR SPECIFICALLY AND WITHOUT EXCEPTION, DISCLAIMS ANY IMPLIED WARRANTIES AS TO WORKMANSHIP, USE, OR HABITABILITY OF THE PREMISES.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances and privileges thereunto belonging or in anywise appertaining, unto said Grantee and to its successors and assigns forever.

DATED this _____ day of _____, 2021.

GRANTOR:

SCHWABENHOF, INC.
BY: WILLIAM F. WEITH
ITS: PRESIDENT

WILLIAM F. WEITH

PATRICIA A. WEITH

ACCEPTED BY GRANTEE:

SCHWABSALASKA LLC
BY: WILLIAM T. LINGLE
ITS: MEMBER

Exhibit #2, page 16 of 17

AMCO

SEP 30 2021

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day
of _____, 202____, by WILLIAM F. WEITH, individually and
on behalf of SCHWABENHOF, INC.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day
of _____, 202____, by PATRICIA A. WEITH.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day
of _____, 202____, by WILLIAM T. LINGLE, for SCHWABSALASKA
LLC.

COPY

Notary Public in and for Alaska
My Commission Expires: _____

RECORD IN THE PALMER RECORDING DISTRICT
RETURN TO: SCHWABSALASKA LLC.
PO BOX 876452, WASILLA, AK. 99687

STATUTORY WARRANTY DEED
SCHWABENHOF, INC. / SCHWABSALASKA LLC
PAGE 2 OF 2

Exhibit 2, page 17 of 17

AMCO

SEP 30 2021

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) PATRICIA R. HEFFERAN
B. E-MAIL CONTACT AT FILER (optional) lawmall@live.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1451 W. SPRUCE AVE. WASILLA, AK. 99654

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 SchwabsAlaska, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
3014 N. Meadow Lakes Loop		CITY Wasilla	STATE AK	POSTAL CODE 99623
			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				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
Lingle	William	T.		
2c. MAILING ADDRESS				
3014 N. Meadow Lakes Loop		CITY Wasilla	STATE AK	POSTAL CODE 99623
			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				
Schwabenhof, Inc				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS				
1425 N. Lazy Lane		CITY Palmer	STATE AK	POSTAL CODE 99645
			COUNTRY USA	

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

See attached Exhibit



5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME <i>Schwabs Alaska, LLC</i>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME <i>Weirh</i>	FIRST PERSONAL NAME <i>William</i>	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11c. MAILING ADDRESS <i>1425 N. Lazy Lane</i>	CITY <i>Palmer</i>	STATE <i>AK</i>	POSTAL CODE <i>99645</i>	COUNTRY <i>USA</i>

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:



17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Schwabs Alaska, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

Weirh

FIRST PERSONAL NAME

Patricia

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

1425 N. Lazy Lane

CITY

Palmer

STATE

AK

POSTAL CODE

99645

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:



17. MISCELLANEOUS:

Equipment List 2021

3 Bay Stainless Steel Sink: 6 Ft (2)

Hot Water Heater: Gas Bradford White Defender

Victory Stainless Steel Refer/Freezer: Model RFS-2D-S6 Serial # A-8838V20

Ice-O-Matic Model: ICE0500FA5 Serial: 13031280012400

Bar Sink: stainless steel

Jägermeister Machine J99-12845

Refrigerators: Stainless steel under counter (1) Red bull (1) Bud light (1) Black Under counter (1)
Frigidaire Stainless (2)

Freezer: Kenmore WB82853828

Storage Racks: stainless steel 2x3x7 FT

Food Warmers: server stainless steel with inserts (3)

Soup Warmer: Commercial

Plates: 3 section rounds (46)

Glassware: Varied beer glasses and mugs and drink glasses

Silverware: knives, forks, and spoons (approx. 60 each)

Ace Dishwasher/Sanitizer (1)

Jukebox (touch tunes- sugarloaf owned)

Bottle Cooler: 4 FT Stainless steel Perlick Model: 7260ESILUL Serial:352891

Cooking utensils: Inc. knives and other implements

Pizza Ovens: Pizza Pal electric Wisco industries Model: MUD 412-5NCT Serial: 50444

Tap System: 5 HP compressor with condenser and evaporator, 20 pressure control valves, 20 beer taps with handles, Ayinger porcelain pedestal

Beer steins: variety 30

Storage cabinets: 6 FT (2), 5 FT (2), 3 FT (3)

Light fixtures: tear drop with single bulb (2), 3 light stained glass (2)

Bar stools: 13 custom log with upholstered seats

Chairs: Custom log on casters with upholstered seats (22), folding chairs (67)

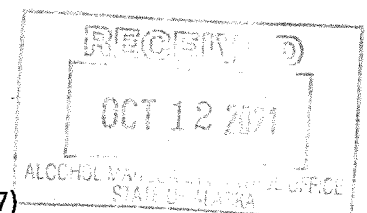


Exhibit #2
Pg 15A

Tables: plastic foldable 6 FT round (1), Round on metal base 3 FT (1), Round on custom "root" base 3 FT (4), 2 FT square wooden (1), 2.5 FT square wooden (2), 1.5 x 2 FT tables (27), 10 FT plastic (2), 6 FT plastic (2), 6 FT wood (2), 5 FT plastic (4), 4 FT plastic (4)

Gas BBQ Next grill

Alarm System: Vivint

Security Camera: Vivint

Toaster Oven: Cuisinart MEZ66990902

Hotpoint Electric Range

Harbor Touch POS system (2): shift 4 payments owned

HP LaserJetPro Printer model: MFPM283CDW

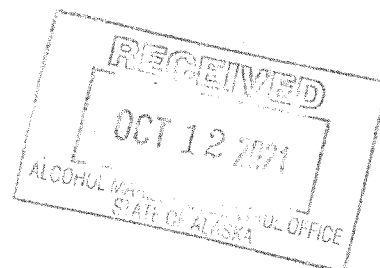


Exhibit # 2
Pg 15A

VCC - 1 20
SECURITY AGREEMENT
LIST OF PERSONAL PROPERTY

<p>1. Beverage Dispensary License</p> <p>Under the terms of AS 04.11.360(4)(B), AS 04.11.670, and 3 ACC 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.</p>	<p>23. _____</p>
<p>2. Name, "Schwabenhof"</p>	<p>24. _____</p>
<p>3. Phone: _____</p>	<p>25. _____</p>
<p>4. Phone: _____</p>	<p>26. _____</p>
<p>5. _____</p>	<p>27. _____</p>
<p>6. _____</p>	<p>28. _____</p>
<p>7. _____</p>	<p>29. _____</p>
<p>8. _____</p>	<p>30. _____</p>
<p>9. _____</p>	<p>31. _____</p>
<p>10. _____</p>	<p>32. _____</p>
<p>11. _____</p>	<p>33. _____</p>
<p>12. _____</p>	<p>34. _____</p>
<p>13. _____</p>	<p>35. _____</p>
<p>14. _____</p>	<p>36. _____</p>
<p>15. _____</p>	<p>37. _____</p>
<p>16. _____</p>	<p>38. _____</p>
<p>17. _____</p>	<p>39. _____</p>
<p>18. _____</p>	<p>40. _____</p>
<p>19. _____</p>	<p>41. _____</p>
<p>20. _____</p>	<p>42. _____</p>
<p>21. _____</p>	<p>43. _____</p>
<p>22. _____</p>	<p>44. _____</p>
	<p>45. Substitutions & Replacements of above</p>

Exhibit A

Exhibit #2, Page 15 of 17



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

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 main 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:	Schwabenhof, Inc.		License #:	3773	
License Type:	Beverage Dispensary		Statutory Reference:	AS.4.11.090	
Doing Business As:	Schwabenhof				
Premises Address:	4115 E. Palmer Wasilla Hwy				
City:	Wasilla	State:	AK	ZIP:	99654
Local Governing Body:	Matanuska-Susitna Borough				

Transfer Type:

- ☐ Regular transfer
☒ Transfer with security interest
☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	10/12/2021	Transaction #:	100277919
Board Meeting Date:	11/2/2021	License Years:	20-21
Issue Date:		BRE:	AMCO KRS



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:	Schwabs Alaska LLC				
Doing Business As:	Schwabenhof.				
Premises Address:	4115 E Palmer Wasilla Hwy				
City:	Wasilla	State:	AK	ZIP:	99654
Community Council:	Matanuska Susitna Borough				

Mailing Address:	PO Box 876452				
City:	Wasilla	State:	AK	ZIP:	99687

Designated Licensee:	William T. Lingle				
Contact Phone:	907-841-3552	Business Phone:	907-357-2739		
Contact Email:	schwabsalaska@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

AMCO

SEP 30 2021

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.

0.8 miles (4224 ft) Cottonwood Creek Elementary

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.

0.8 miles (4224 ft) Mat-Su Evangelical Covenant Church



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:	

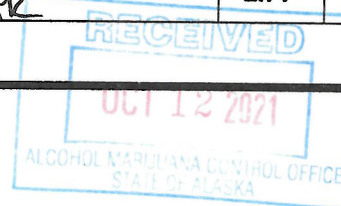
Section 5 – Entity Ownership Information

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:	William T. Lingle				
Title(s):	Member	Phone:	907-841-3552	% Owned:	100
Address:	3014 N. Meadow Lakes Loop				
City:	Wasilla	State:	AK	ZIP:	99623





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 #:	10162479	AK Formed Date:	5/3/2021	Home State:	AK
Registered Agent:	William Lingle	Agent's Phone:	907 531 8512		
Agent's Mailing Address:	7362 W. Parks Hwy 517				
City:	Wasilla	State:	AK	ZIP:	99623

Residency of Agent:

Yes No

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



AMCO

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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:

AMCO

SEP 30 2021



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.

William F Weith
Signature of transferor

William Weith
Printed name of transferor

William Weith
for Schwabenhof, Inc.

Subscribed and sworn to before me this 27 day of Sept, 2021.

[Signature]
Signature of Notary Public

Notary Public in and for the State of AK.

My commission expires: 12/8/2021

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: _____

AMCO



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.

[Signature]

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

[Signature]

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.

[Signature]

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.

[Signature]

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

[Signature]

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

[Signature]

Signature of transferee

William Lingle

Printed name

for Schwabs Alaska LLC

Subscribed and sworn to before me this 27 day of Sept, 2021.

[Signature]
Signature of Notary Public

Notary Public in and for the State of AK

My commission expires: 12/8/2021



Notary Stamp
Verified
KRS



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram**What is this form?**

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 is not 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 main 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.

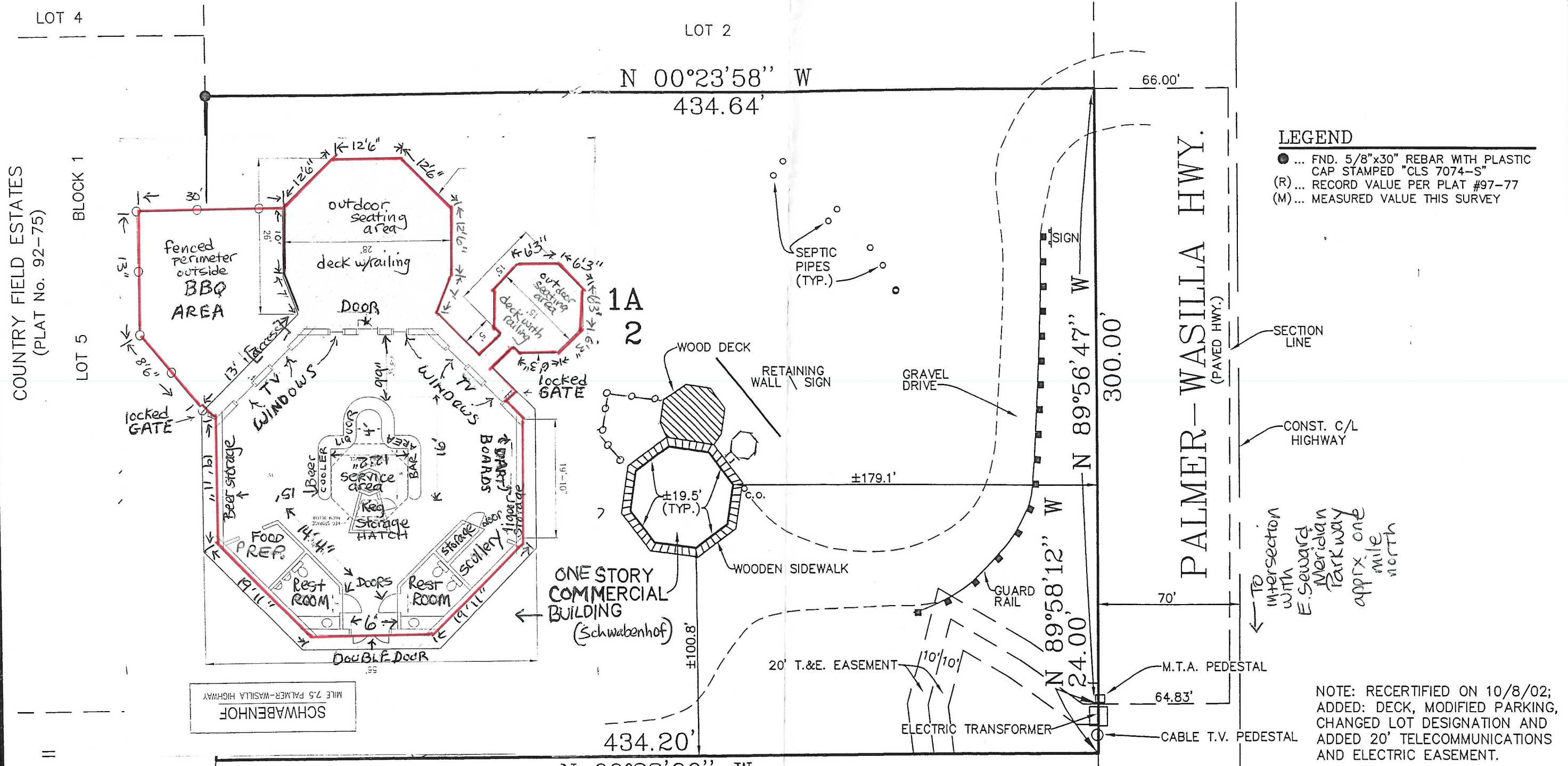
**Section 1 – Establishment Information**

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

Licensee:	Schwabs Alaska LLC	License Number:	3773
License Type:	Beverage Dispensary		
Doing Business As:	Schwabenhof		
Premises Address:	4115 E. Palmer Wasilla Hwy		
City:	Wasilla	State:	AK
		ZIP:	99654

AMCO

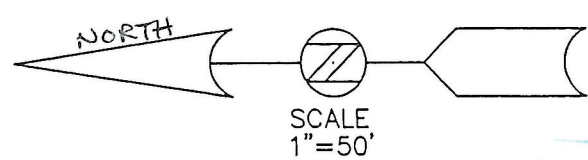
SEP 30 2021



LEGEND
● ... FND. 5/8"x30" REBAR WITH PLASTIC CAP STAMPED "CLS 7074-S"
(R)... RECORD VALUE PER PLAT #97-77
(M)... MEASURED VALUE THIS SURVEY

NOTE: RECERTIFIED ON 10/8/02;
ADDED: DECK, MODIFIED PARKING,
CHANGED LOT DESIGNATION AND
ADDED 20' TELECOMMUNICATIONS
AND ELECTRIC EASEMENT.

NOTES: ONLY READILY VISIBLE ENCROACHMENTS, AT THE TIME OF FIELD SURVEY, ARE SHOWN HEREON.
UNDER NO CIRCUMSTANCES SHOULD ANY DATA HEREON BE USED FOR CONSTRUCTION OR FOR
ESTABLISHING BOUNDARY OR FENCE LINES.



COUNTRY FIELD ESTATES V
(PLAT No. 2000-126)



AS-BUILT SURVEY

COTTINI LAND SURVEYING
P.O. BOX 2748, PALMER, ALASKA 99645 745-1188 OR 745-3658

I HEREBY CERTIFY THAT I HAVE PERFORMED A MORTGAGEE'S INSPECTION ON THE FOLLOWING PROPERTY: LOT 1A, BLOCK 2, COUNTRY FIELD ESTATES V (PLAT #2000-126), PALMER RECORDING DISTRICT, ALASKA, EASEMENTS OF RECORD OTHER THAN THOSE SHOWN ON THE RECORDED PLAT, ARE NOT SHOWN HEREON. DATED AT PALMER, ALASKA. THIS 16th. DAY OF APRIL, 1999.

W.O. 99-48 F.B. 99-1 DATE: 04/16/99 SCALE: 1"=50'

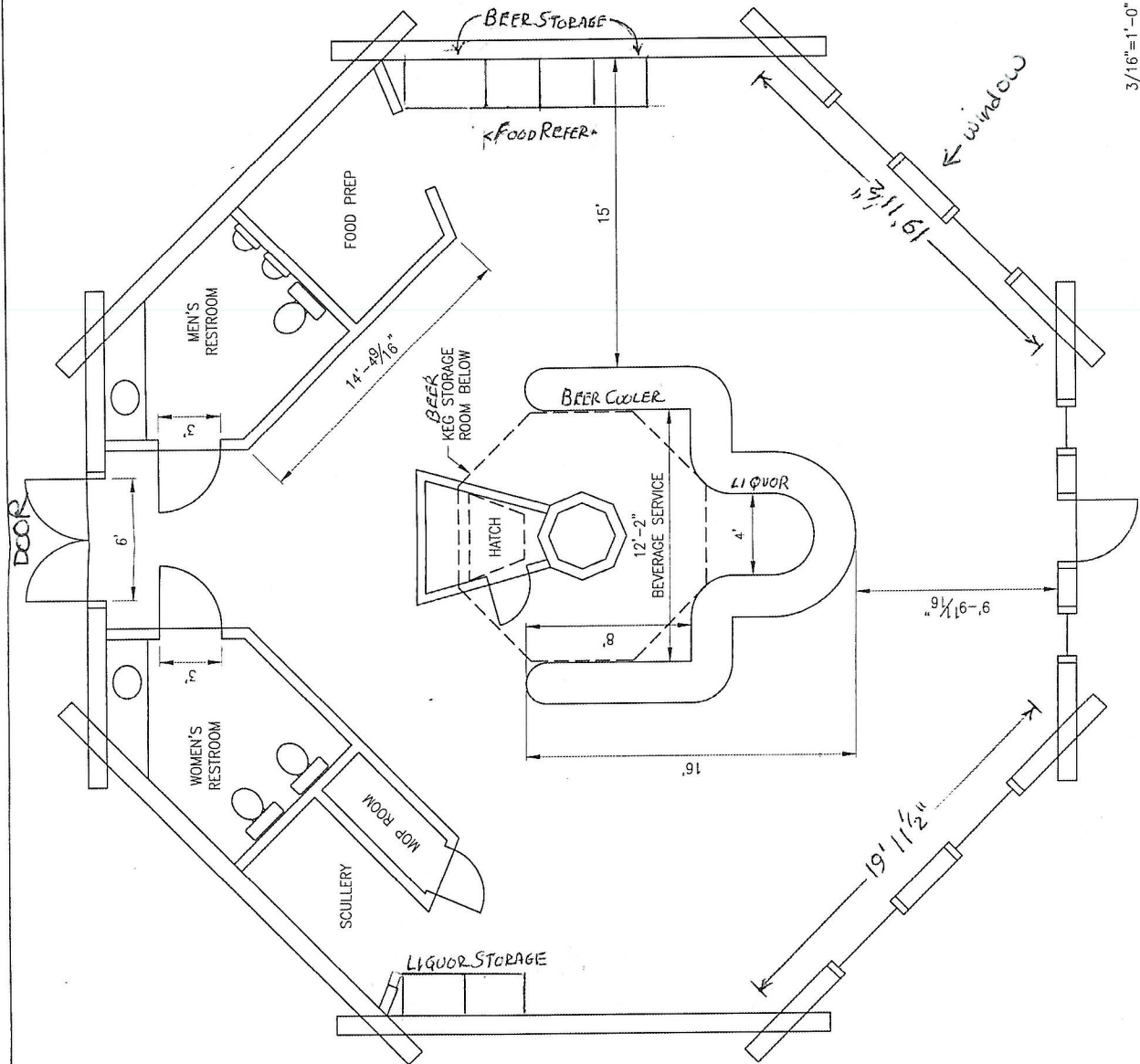
STATE OF ALASKA
49th
P.O. V. COTTINI
No. 7074-S
REGISTERED PROFESSIONAL LAND SURVEYOR

COUNTRY FIELD ESTATES
(PLAT No. 92-75)

COUNTRY FIELD ESTATES II
(PLAT No. 97-96)

SCHWABENHOF

MILE 7.5 PALMER-WASILLA HIGHWAY

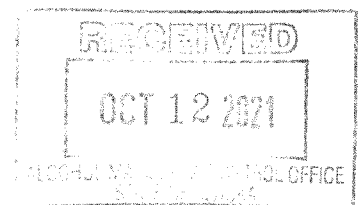
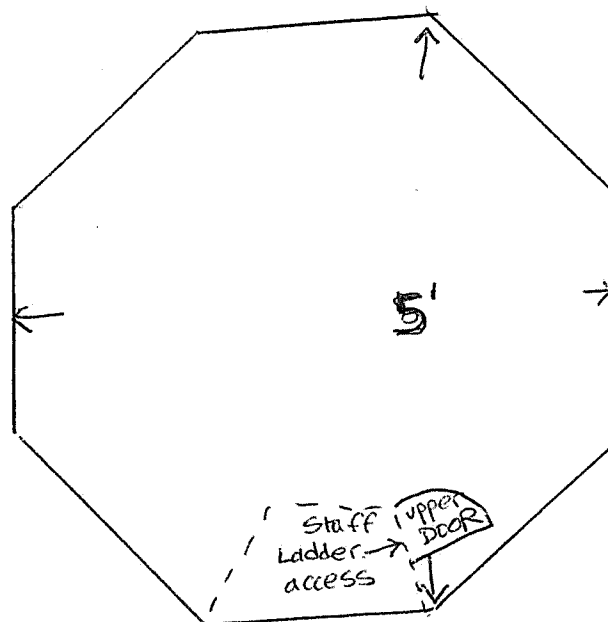


3/16" = 1'-0"

AMCO
SEP 30 2021

“Beer Keg Storage Room Below” with a “Hatch” to access

Beer Keg room is below a hatch door that is located behind a door that only employee's have access to. In the keg room all kegs of beer are stored in the keg room to keep cold and are coupled to beer lines that feed the taps.



SCHWABENHOF OUTDOOR/INDOOR SERVING SECURITY PLAN

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All patrons are carded upon initially ordering alcohol.
3. All staff is trained in the identification of fake Ids.
4. A custom built log fence varying in height from 42" to 56" will always be maintained to surround the outdoor servicing areas. There are gates for service that are kept locked for use by staff only.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service areas will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside the Schwabenhof and at the entrance of the outdoor servicing areas.
8. All entrances and exits will provide clear notice that NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SERVICING AREAS.
9. Keeping outdoor servicing areas viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.
10. All safety related operations for our current liquor service will additionally be enforced in all servicing areas.
11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
14. Servers will be present in the outdoor area to monitor consumption. The Bartender will have unobstructed view of the serving areas to monitor consumption.

