



## MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: June 13, 2022

FROM: Carrie Craig, RLS

RE: 4542 Trees RV Park & General Store

**Requested Action:** Transfer of ownership with security interest

**Statutory and Regulatory Authority:** AS 04.06.090(b): "The board shall review all applications for licenses made under this title and may order the director to issue, renew, revoke, transfer, or suspend licenses and permits authorized under this title."

AS 04.11.360(4): "An application requesting approval of a transfer of a license to another person under this title shall be denied if the transferor has not paid all debts or taxes arising from the conduct of the business licensed under this title unless

- (A) the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority; or
- (B) the transfer is under a promise given as collateral by the transferor to the transferee in the course of an earlier transfer of the license under which promise the transferor is obliged to transfer the license back to the transferee in the event of default in payment for property conveyed as part of the earlier transfer of the license..."

AS 04.11.670: "A license issued under this title is not subject to foreclosure, and may not be used as collateral to secure a debt. However, if a license is transferred to another person, the transferor may secure payment for real and personal property conveyed to the transferee upon the promise of the transferee to transfer the license back to the transferor upon default in payment."

3 AAC 304.106(a): "If a former licensee seeks to compel the transfer of a license because of a promise under [AS 04.11.670](#) given as collateral by the current licensee to the former licensee in the course of an earlier transfer of the license, followed by a default in payment in connection with property conveyed or a lease made in the course of the previous transfer, the board will deny the transfer if creditors are not satisfied under [AS 04.11.360\(4\)\(A\)](#) unless it clearly appears that the former licensee, at the time of the previous transfer, complied with the following notice

requirements:

- (1) a leasehold conveyance or contract of sale of property made in the course of the previous license transfer was recorded in the manner provided for recordation of real estate conveyances, and the transferor, at the time of the previous transfer, made a UCC filing statement in which a security interest in the license was claimed under [AS 04.11.670](#) and [AS 04.11.360\(4\)\(B\)](#); the documents recorded under this paragraph

- must contain the following statement: "Under the terms of [AS 04.11.670](#), [AS 04.11.360\(4\)\(B\)](#), and [3 AAC 304.106](#), the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."; and
- (2) all documents prepared in connection with the previous transfer of the liquor license, including all leases, contracts, and other relevant memoranda, were filed with the board at the time of the previous transfer; the documentation must include a statement of the book and page number showing where the lease or contract, and UCC filing statement, bearing the disclosure statement required in (1) of this subsection, are recorded; and
  - (3) the notice of the previous transfer required by [AS 04.11.310\(a\)](#) was made in writing and published, as required under [3 AAC 304.125](#), once a week for three weeks in a newspaper of general circulation before the transfer, in addition to any other notice of the application that might have been required by the board at the time of the previous transfer; the published notice must contain the following statement: "Under the terms of [AS 04.11.360\(4\)\(B\)](#), [AS 04.11.670](#), and [3 AAC 304.106](#), the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."

**Staff Rec.:** Approve the transfer with a security interest.

**Background:** A completed transfer application has been received for liquor license #4542 within the Petersburg Borough. 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



## PURCHASE AND SALE AGREEMENT

May This *Purchase and Sale Agreement* ("Agreement") is made and entered into this 3<sup>rd</sup> day of April 2022 (the "Execution Date") by and among The Trees RV L.L.C., an Alaska limited liability company owned solely by Brandon Allison, whose address is P.O. Box 1292, Petersburg, Alaska 99833 ("Buyer") and The Trees, LLC, an Alaska limited liability company owned solely by Larry Dunham, whose address is P.O. Box 404, Petersburg, Alaska 99833 ("Seller").

### RECITALS

A. Seller has a fee simple interest in certain real property commonly described as 10.2 Mitkof Highway, Petersburg, Alaska ("Real Property") which is legally described as:

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

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

C. Seller owns State of Alaska Package Store liquor license number 4542 ("Liquor License").

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

### 1. Purchase and Sale

1.1 **Assets to be Purchased.** On the terms and conditions set forth herein, Seller shall sell to Buyer and Buyer shall purchase from Seller all of Seller's right, title and interest in and to the and assets related to the Facility (as defined below) of every kind, real, personal and mixed, tangible and intangible ("Assets"), free and clear of all liens, security interests, charges, suits, proceedings, options, obligations or other encumbrances of any kind or nature (collectively, "Liens"). Without limiting the generality of the foregoing, the Assets shall include without limitation:

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

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

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

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

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

## 2. **Purchase Price and Terms**

2.1 The total purchase price payable by Buyer to Seller for the Assets shall be Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00) (plus or minus any costs and prorations for which Seller and/or Buyer are responsible under the terms hereof) ("**Purchase Price**"). The Purchase Price shall be payable as follows:

2.2 Buyer has paid no earnest money to be credited towards the Purchase Price at closing.

2.3 Seventy-five Thousand and No/100 Dollars (\$75,000.00) shall be paid in cash by Buyer to Seller at closing.

2.4 Five Hundred Thousand and No/100 Dollars (\$500,000.00) balance of the purchase price will be financed by Seller as follows:

The balance of Five Hundred Thousand and No/100 Dollars (\$500,000.00) shall be payable pursuant to a *Deed of Trust Note* substantially in the form of Exhibit "B" in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00).

The *Deed of Trust Note* shall be amortized over an nine (9) year period, together with interest from closing date at the rate of five percent (5%) per annum. The *Deed of Trust Note* shall be secured by a *Deed of Trust and Security Agreement* substantially in the form of Exhibit "C" and *UCC Financing Statement* substantially in the form of Exhibit "D". The *Deed of Trust Note* will be personally guaranteed by the Member of Buyer by the Member's signing of a *General Personal Guaranty* substantially in the form of Exhibit "E".

The *Deed of Trust Note* shall require monthly installments in the amount of FIVE THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 64/100 DOLLARS (\$5,758.64), with the first monthly payment due on or before the 1st day of August, 2022. An irregular payment of FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00) will be due in addition to the required monthly payment on or before the 31st day of December, 2022. The monthly payment



shall be due on the same date of each month thereafter until the 1st day of May 2030, whereupon the entire principal balance, plus accrued interest, shall be due and payable in full.

2.5 The parties agree to enter into an Escrow Agreement with First National Bank Alaska. All payments, excepting the down payment, shall be paid directly to the Escrow Agent, First National Bank Alaska. All escrow account fees shall be paid by Seller. First National Bank Alaska shall hold the *Deed of Trust Note*, recorded *Deed of Trust and Security Agreement*, *Personal General Guaranty* and the *Request for Full Reconveyance* substantially in the form of Exhibit "F".

2.6 **Allocation of Purchase Price.** The purchase price shall be allocated as follows:

Real Property	\$324,000.00
Personal Property:	\$101,000.00
Liquor License:	\$150,000.00

### 3. **Inspection Period.**

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

3.2 **Inspection Period.** From the date of signing until May 15, 2022 ("**Inspection Period**"), Buyer may cancel this Agreement for any reason whatsoever in Buyer's absolute and sole discretion, provided Buyer delivers written notice of such cancellation to Seller prior to the expiration of the Inspection Period. Provided such notice is timely delivered, this Agreement shall be null and void and of no further force or effect, and each Party shall be relieved of all obligations and liabilities to the other or related to the transaction contemplated hereby, except those which by their terms are to survive a termination of this Agreement. In the event Buyer so terminates this Agreement, Buyer shall promptly return to Seller all documents, information and other materials provided by Seller or Seller's representatives that pertain to the Real Property.

3.3 **Conduct of Investigations: Indemnity.** All inspections, tests and examinations shall be conducted by parties qualified and, where applicable, licensed to conduct such inspections, tests and/or examinations. Buyer shall pay the costs of all tests, inspections, examinations, investigations, and reviews conducted pursuant to this Agreement. After the performance of any tests, inspections, examinations, investigations and reviews, Buyer shall promptly restore any damage to the Property to substantially the same condition as existed prior to the conduct of said tests, inspections, examinations, investigations and reviews, and this obligation of Buyer shall survive any termination of this Agreement. In conducting its investigation, Buyer and Buyer's agents shall conduct all investigations on the Property in a reasonable manner and so as not to unreasonably interfere with the operation of the Property by Seller nor with the conduct of



business. Buyer shall not be liable for any losses or liabilities resulting from Buyer's investigations uncovering the existence of any environmental contamination or any other defects or conditions which adversely impact the Property, except to the extent that Buyer's investigations exacerbate such conditions. Seller shall cooperate with the Buyer and provide Buyer's representatives with access to the Property for interviews (including tenant or RV Park clientele interviews), examination, testing, inspection and investigation at all reasonable times through the expiration of the Inspection Period. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including attorneys' fees and experts' fees, arising from Buyer's breach of its covenants in this paragraph. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

#### **4. Title Review.**

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

If any new exceptions to title to the Property are identified by Title Company prior to the Closing which are not Permitted Exceptions, then Buyer shall notify Seller in writing within three (3) business days following receipt of notice of such new exceptions of Buyer's acceptance of or any objections to such new exceptions to title ("**Updated Title Objection Notice**"). If Buyer delivers an Updated Title Objection Notice, Seller shall, within three (3) business days of receipt of such Updated Title Objection Notice, have the option in its sole discretion of either (i) electing not to cure any objections to title identified in the Updated Title Objection Notice, or (ii) agreeing in written notice ("**Seller's Updated Title Response Notice**") to Buyer that on or before the Closing, Seller shall cure any or all of the objections to title specified in the Updated Title Objection Notice; provided, however, Seller shall have the right to extend the Closing up to thirty



(30) days in order to cure any such objections. Seller's failure to deliver Seller's Updated Title Response Notice within such three (3) business day period shall be deemed to constitute Seller's election not to cure any objections to title specified in the Updated Title Objection Notice pursuant to clause (i) above. If Seller elects, or is deemed to have elected, not to cure each of the objections to title specified in the Updated Title Objection Notice, then Buyer shall elect, within six (6) days following delivery of the Updated Title Notice to either (1) waive its prior objection to such of the title matters referenced in the Updated Title Objection Notice which Seller has not elected to cure pursuant to the Seller's Updated Title Response Notice, in which event such matters as to which Buyer has waived such prior objections shall be deemed to constitute Permitted Exceptions, or (2) terminate this Agreement. Buyer's failure to deliver notice waiving Buyer's prior objections pursuant to clause (1) above on or before the expiration of such six (6) day period shall be deemed to constitute Buyer's election to terminate pursuant to clause (2) above. If the Closing is scheduled to occur prior to the date which is six (6) days following delivery of an Updated Title Objection Notice pursuant hereto, then the Closing shall be extended so as to occur on the first (1<sup>st</sup>) business day occurring after the sixth (6<sup>th</sup>) day following delivery of such Updated Title Objection Notice.

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

## **5. Closing**

Subject only to any provisions specifically to the contrary contained herein if any, closing of the transaction in accordance with the terms of this Agreement (the "**Closing**") shall take place at the office of Alaska Escrow and Title Insurance Agency, Inc., of 2030 Sea Level Drive, Ste 201, Ketchikan, Alaska 99901, on or before June 28, 2022 or on receipt of approval of transfer of the Liquor License, whichever occurs last (the "**Closing Date**") or at such other time and date as the parties may agree.

## **6. Costs and Expenses, Prorations, and Adjustments**

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

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

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

entitled to and responsible for all revenue, expenses and obligations arising from the conduct of the business or ownership of the Facility after such time.

7. **Possession**

On the Closing Date, Seller shall deliver to Buyer possession of the Assets. The Facility and the Personal Property shall all be in good, clean and operable condition upon delivery of possession of the Assets.

8. **Default; Remedies.**

8.1 **Buyer Default.** In the event Buyer fails, through no fault of Seller, to close the sale of the Property, Seller shall be entitled to: (i) terminate this Agreement, and demand payment in full of all costs to date incurred by Seller pursuant to the transaction the subject of this Agreement including attorney fees, escrow fees, title fees, etc. which costs shall be outlined within five (5) days of Buyer's failure to close the sale; or (ii) pursue any remedies available at law or in equity, including without limitation, the remedy of specific performance. In no event shall either Party be entitled to punitive or consequential damages, if any, resulting from the other Party's failure to close the sale of the Property.

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

9. **Representations and Warranties of Seller**

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

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

9.2 **No Conflict; Consents and Approvals.** The execution and delivery of this Agreement and the other Seller's Transaction Documents and the consummation of the transactions contemplated herein and therein do not result in a breach (either alone or with the giving of notice and/or the passage of time) of the terms and conditions of, nor constitute a default under, or violation of, or accelerate or permit the acceleration of the performance required by, any of the terms or provisions of: (a) Seller's *Articles of Organization or Operating Agreement*; (b)



any law, regulation, court order, statute, ruling, ordinance, rule, requirement, or decree of any Governmental Authority (as defined below), whether federal, state, or local, at law or in equity (collectively, "Laws"), applicable to Seller or any of its properties or assets; or (c) any mortgage, note, bond, indenture, agreement, license, contract, lease or other instrument or obligation to which Seller is a party or by which Seller or any of the assets of Seller may be bound or affected.

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

9.4 **Litigation.** There is no action, suit, claim, proceeding or investigation (whether or not purportedly on behalf of or against Seller) pending or, to Seller's knowledge, threatened against or affecting Seller, the Facility or the other Assets by or before any Governmental Authority, nor, to Seller's knowledge, is there a basis for any such action, suit, claim, proceeding or investigation. Neither Seller nor the Facility is subject to any judgment, award, order, writ, injunction, arbitration decision or decree. The transaction contemplated herein has not been challenged by any Governmental Authority or any other person, nor does Seller know or have reasonable grounds to know of any basis for any such actions, suits or proceedings.

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

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

9.7 **Taxes.** All federal, state and other tax returns and reports required to be filed in connection with the Facility or any of the other Assets have been duly filed or will be timely filed in accordance with the requirements of applicable Law, and all taxes and other assessments and levies (including all interest and penalties), including, without limitation, income, franchise, personal property, sales, gross receipts, use, excise and service taxes and employee withholding taxes, owed in connection with the ownership of the Assets or the operation of the Facility have been paid or will be timely paid in accordance with the requirements of applicable Law. No statute of limitation has been waived with respect to any tax or other assessment or levy applicable to Seller, the Facility or the other Assets, and all such taxes and other assessments and levies required by law to be withheld or collected have been duly withheld and collected and have been paid over to the proper Governmental Authorities or segregated and set aside for such payment and, if so segregated and set aside, shall be so paid by Seller as required by applicable Law. Neither the IRS nor any other taxing authority is now asserting or is threatening to assert against Seller any deficiency or claim for additional taxes or interest thereon or penalties in connection therewith. None of the Assets is subject to any Lien for payment of any tax or assessment, other than taxes and assessments not yet due and payable.

9.8 **Employees.** All employees are, "at-will". All employees shall be terminated as of the Closing Date and Buyer shall have no obligation to re-hire any employees. The employee

terminations shall be handled by Seller, prior to Closing, in accordance with all applicable laws, codes and regulations and the terminations shall result in absolutely no liability.

**9.9 Books and Records.** All books of account and other financial records of Seller related to the Facility are materially complete and correct and have been, or shall prior to the Closing Date be, made available to Buyer.

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

**9.11 Condition and Insurance.** The tangible Assets are now, and at the Closing Date shall be, in good, clean, working order. The tangible Assets are currently, and up to Closing shall remain, insured. Seller has current, valid, third party insurance with regard to the Assets and operation of the business related thereto typical and reasonable for same, and all payments are current.

## **10. Representations and Warranties of Buyer**

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

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

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



## **11. Seller's Covenants**

Seller covenants as follows:

11.1 Seller shall operate the business for which the Assets are used in the ordinary course until the Closing Date. Seller will not diminish any right, damage any Asset, or enter into or amend any contract, commitment or agreement affecting the Assets. Seller shall not allow any waste to occur to the Assets;

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

11.3 Seller will maintain in force the existing hazard and liability insurance policies, or comparable coverage, for the Facility and Personal Property;

11.4 Seller will maintain the Facility and Personal Property in substantially the same condition as they are in as of the date hereof, ordinary wear and tear excepted, and in accordance with past practices;

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

11.6 Seller will not (i) mortgage or pledge any of the Assets, or (ii) sell or otherwise dispose of any of the Assets, other than Personal Property sold or disposed of in the ordinary course of business;

11.7 Seller shall comply in all material respects with all Laws applicable to Seller, the Facility, and the Assets;

11.8 Seller shall not publicize, advertise or announce to any third-party, except as required pursuant to this Agreement to obtain the consent of such third-party, the entering into of this Agreement, the terms of this Agreement or the transactions contemplated hereby.

## **12. Closing Deliveries**

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

(a) Pay the down payment referenced in Section 2.3 of this Agreement;

(b) Execute and deliver a *Deed of Trust Note, Deed of Trust and Security Agreement*, and *General Personal Guaranty* signed by Member of Buyer.

(c) Pay for any of the costs and expenses specified in Section 6 of this Agreement for which Buyer is responsible;

**12.2 Seller's Deliveries.** At the Closing, Seller agrees that it will:

- (a) Execute and deliver a *Statutory Warranty Deed* substantially in the form of Exhibit "G", with respect to the Real Property ("**Deed**");
- (b) Execute and deliver a *Bill of Sale* substantially in the form of Exhibit "H" with respect to the Personal Property ("**Bill of Sale**");
- (c) Pay for any of the costs and expenses identified in Section 6 of this Agreement for which it is responsible;
- (d) Deliver documents evidencing transfer of the Liquor License to Buyer; and
- (e) Execute and deliver such other documents as are necessary to effectuate this transaction as reasonably requested by Buyer.

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

### **13. Conditions Precedent to Closing**

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

(a) **Damage and Condemnation.** On and prior to the Closing Date, the risk of physical loss to the Assets shall be borne by Seller. Accordingly, it shall be a condition to Buyer's obligation hereunder that on and prior to the Closing Date, no material portion of the Facility or Personal Property shall have been materially damaged or destroyed by fire, theft, vandalism, terrorism, act of God or other casualty, damage or loss, or shall have been taken or condemned by any public or quasi-public authority under the power of eminent domain. If the Personal Property or the Facility shall have been so damaged or destroyed and Buyer waives this condition, Seller shall, at Buyer's direction either: (i) assign to Buyer all its rights to any insurance proceeds in the connection therewith; (ii) replace, or repair the Assets prior to the Closing; or (iii) agree to reduce the Purchase Price by the amount of the loss or damage, as reasonably agreed to by the Buyer and Seller. If the Personal Property or the Facility shall be so taken or condemned on or prior to Closing, and if Buyer waives this condition, Seller shall pay or assign to Buyer all Seller's right to the proceeds of any condemnation award in connection therewith.

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



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

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

(e) **No Adverse Changes.** There shall have been no material adverse change in the Assets since the Execution Date.

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

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

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

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

#### **14. Indemnification**

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

(a) The ownership and/or operation of the Facility, or any of the other Assets occurring prior to the Closing Date;

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

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

(d) Any litigation, investigations or other proceedings pending or threatened against or relating to the Facility or the business being conducted thereon or against or relating to Seller, its properties or business prior to the Closing Date, including but not limited to any such litigation, investigations or other proceedings which may be disclosed to Buyer in this Agreement, or any exhibit or schedule attached to this Agreement, or otherwise;

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

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

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

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

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

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

**14.3 Notice of Indemnifying Party.** If a party (the "**Indemnitee**") receives notice of any claim or commencement of any action or proceeding with respect to which the other party (or parties) (each, an "**Indemnifying Party**") is or are obligated to provide indemnification pursuant to Sections 14.1 or 14.2, the Indemnitee shall promptly give the Indemnifying Party written notice thereof, which notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated, if necessary and to the extent feasible) of the claim. The failure of any Indemnified Party to promptly give any Indemnifying Party such notice shall not preclude such Indemnified Party from obtaining indemnification under this Article 14, except to the extent that such Indemnified Party's failure has prejudiced the Indemnifying Party's rights or increased its liabilities and obligations hereunder. The Indemnifying Party may conduct the defense, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, against any such matter involving the asserted liability of the Indemnitee, and the Indemnitee shall cooperate



in the defense against any such asserted liability. Neither the Indemnatee nor the Indemnifying Party may settle or compromise any claim over the reasonable objection of the other. If the Indemnifying Party chooses to defend any claim, the Indemnatee shall make available to the Indemnifying Party any books, records or other documents within its control that are reasonably necessary or appropriate for such defense.

## 15. Termination

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

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

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

L.D.  
Seller's Initials

BA  
Buyer's Initials

(c) By Buyer, if any of the conditions set forth in Section 13.1 shall have not been fulfilled prior to the Closing Date or such earlier date as may be specifically provided for the performance thereof (as the same may be extended) through no fault of Buyer and the same shall not have been waived by Buyer; in such an event, Buyer shall have the right to: (i) waive the condition or covenant or breach at issue and proceed with the transaction on the terms contemplated herein or (ii) seek damages or specific performance of Seller's obligations hereunder, or (iii) terminate this Agreement, after which neither party shall have any further rights or obligations hereunder;

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

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

## 16. Liquor License

Seller shall transfer all of Seller's interest in the Liquor License for the Facility to Buyer at Closing. Seller shall, commencing on the Execution Date, diligently and in good faith, using Seller's best efforts, secure transfer of the Liquor License to Buyer effective upon the Closing Date. Such Transfer shall be approved, to the full extent required by law, by the State of Alaska and any agency or division thereof as of the Closing Date. The actual conveyance of the Liquor

License shall be subject to the Closing of this transaction. In the event that Seller, despite exercise of Seller's best efforts, is not in a position to transfer the liquor license at Closing, Buyer shall have all of the remedies set forth in Section 15.1(c) above and the following additional rights: (a) Buyer may extend the Closing Date on one or more occasions for up to a total period not exceeding three (3) months from the originally scheduled Closing Date, or (b) Buyer may Close subject to Buyer's obligation to continue using Buyer's best efforts to complete the Liquor License transfer.

17. **Miscellaneous.**

- (a) **Successors.** The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.
- (b) **Survival.** All covenants, indemnities, warranties and representations of Buyer and Seller herein shall survive the Closing.
- (c) **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the parties shall endeavor to replace the unlawful or unenforceable provision with one that is lawful and enforceable and that gives the fullest effect to the intent of the parties expressed herein.
- (d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.
- (e) **Confidentiality.** Prior to Closing, Buyer and Seller agree to keep confidential any proprietary information disclosed to them by the other party during the course of this transaction, except to the extent that: (i) such information is known to such other party when received or is or subsequently becomes lawfully obtainable from other sources; (ii) the duty as to confidentiality and non-use is waived by the party disclosing such information; or (iii) disclosure of such information is ordered by a Governmental Authority. Further, in the event the transaction provided for herein fails to close for any reason, Buyer shall, upon request of Seller either return or destroy any confidential information concerning Seller, the Assets or the operation of the Facility as Buyer may have obtained prior to the termination of this Agreement.
- (f) **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver of any other provision constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- (g) **Construction.** Each party acknowledges and agrees that it has participated in the negotiation of this Agreement and Buyer acknowledges that it has been or has been



encouraged to be represented by counsel during the course thereof. Accordingly, in the event of a dispute with respect to the interpretation or enforcement of the terms hereof, no provision shall be construed so as to favor or disfavor any party hereto.

- (h) **Attorneys' Fees.** If an action or proceeding is brought in connection with this agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other reasonable fees and costs incurred in that action or proceeding (whether at trial, on appeal, and/or in a bankruptcy or similar proceeding) and in enforcing any judgment rendered thereon, in addition to any other relief to which it may otherwise be entitled. For purposes of this Agreement, the prevailing party means the party who succeeds either affirmatively or defensively under claims having the greater value or importance, as decided by the court.
- (i) **Notices.** Notices shall be sent to the parties at the addresses provided in this Agreement. Notices may be sent via regular mail, facsimile, overnight courier or hand delivery.
- (j) **Amendment.** This Agreement may not be amended or modified in any respect whatsoever except by instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, discussions, writings and agreements between them.

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

BUYER:

The Trees RV L.L.C.

By:

  
Brandon Allison, Member

STATE OF ALASKA

)

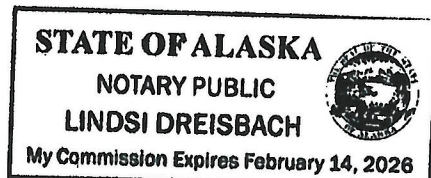
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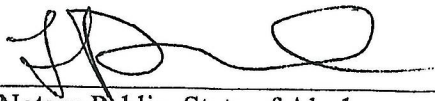
FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this 3 day of May 2022 by Brandon Allison, member of The Trees RV, L.L.C., an Alaska limited liability company, on behalf of the limited liability company.

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



  
Notary Public, State of Alaska  
My commission expires: 2-14-26

SELLER:

The Trees, LLC,

By:

  
Larry Dunham, Member

STATE OF ALASKA

)

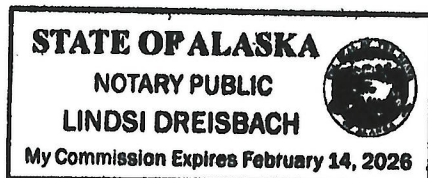
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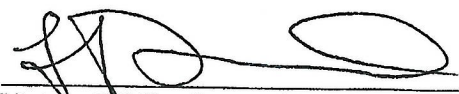
FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this 3 day of May 2022, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

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



  
Notary Public, State of Alaska  
My commission expires: 2-14-26

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Shirley Davenport</b>
B. E-MAIL CONTACT AT FILER (optional) <b>sdavenport@bbslawyer.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Baxter Bruce &amp; Sullivan P.C.</b> <b>P.O. Box 32819</b> <b>Juneau, Alaska 99803</b>

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 <b>The Trees RV L.L.C.</b>				
OR 1b. INDIVIDUAL'S SURNAME <b>N/A</b>	FIRST PERSONAL NAME <b>N/A</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>N/A</b>		SUFFIX <b>N/A</b>
1c. MAILING ADDRESS <b>P.O. Box 1292</b>	CITY <b>Petersburg</b>	STATE <b>AK</b>	POSTAL CODE <b>99833</b>	COUNTRY <b>USA</b>

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 <b>N/A</b>				
OR 2b. INDIVIDUAL'S SURNAME <b>Allison</b>	FIRST PERSONAL NAME <b>Brandon</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>N/A</b>		SUFFIX <b>N/A</b>
2c. MAILING ADDRESS <b>P.O. Box 1292</b>	CITY <b>Petersburg</b>	STATE <b>AK</b>	POSTAL CODE <b>99833</b>	COUNTRY <b>USA</b>

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 <b>The Trees, LLC</b>				
OR 3b. INDIVIDUAL'S SURNAME <b>N/A</b>	FIRST PERSONAL NAME <b>N/A</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>N/A</b>		SUFFIX <b>N/A</b>
3c. MAILING ADDRESS <b>P.O. Box 404</b>	CITY <b>Petersburg</b>	STATE <b>AK</b>	POSTAL CODE <b>99833</b>	COUNTRY <b>USA</b>

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

**Any real or personal property more specifically described on the attached Exhibit "A".**

**Together with the products and proceeds thereof (including insurance proceeds or claims) and together with all additions and replacements thereto.**

**Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."**

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:



**EXHIBIT "A"**  
**PERSONAL PROPERTY**

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

AMCO Received 5/18/22



# THE TREES RV PARK & GENERAL STORE

## Inventory By Department

Inventory as of: Wednesday, April

Page 1 of 1

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

Date Printed: Wednesday, April 6,

Department	QOH	Cost	Retail	Gross Pr
Bakery	176	\$304.71	\$584.58	47.88%
Beer	1,656	\$10,508.81	\$19,787.09	46.89%
Candy	1,731	\$2,106.26	\$5,361.50	60.72%
Chill	602	\$876.03	\$2,386.20	63.29%
Chips & Nuts	646	\$842.21	\$1,904.25	55.77%
Frozen	1,853	\$3,889.81	\$10,433.24	62.72%
Grocery	1,509	\$1,569.28	\$3,932.92	60.10%
Liquor	4,141	\$27,054.12	\$52,863.15	48.82%
Meat Snacks	486	\$1,063.68	\$2,263.21	52.79%
Misc	190	\$1,140.14	\$1,876.76	39.25%
Soft Drinks	1,948	\$2,422.75	\$6,268.97	61.35%
Tobacco	398	\$3,372.14	\$4,930.30	31.60%
Wine	819	\$6,954.78	\$12,723.89	45.34%
<b>Totals:</b>	<b>16155</b>	<b>\$62,104.71</b>	<b>\$125,306.06</b>	<b>50.44%</b>

**EXHIBIT "B"**

**DEED OF TRUST NOTE**

\$500,000.00

Petersburg, Alaska  
\_\_\_\_\_, 2022

FOR VALUE RECEIVED, on or before the dates hereinafter specified, the undersigned promises to pay to: **The Trees, LLC**, an Alaska limited liability company owned solely by Larry Dunham, whose address is P.O. Box 404, Petersburg, Alaska 99833, hereinafter referred to as "Beneficiary", the sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, in lawful money of the United States of America, together with interest from July 1, 2022 at the rate of five percent (5%) per annum on the balance remaining from time to time unpaid. Monthly installments shall be due in the amount of **FIVE THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 64/100 DOLLARS (\$5,758.64)**, with the first monthly payment due on or before the 1st day of August, 2022. An irregular payment of **FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00)** will be due in addition to the required monthly payment on or before the 31st day of December 2022. The monthly payments shall be due on the same date of each month thereafter until the 1st day of May, 2030, whereupon the entire principal balance, plus accrued interest, shall due and payable in full.

The undersigned, hereinafter referred to as "Trustor", may make payments of more than the above-stated monthly payment or more than the above-stated irregular payment; however, Trustor may not make payments of less than \$5,758.64 per month for the monthly payment or \$55,000.00 for the irregular payment. If Trustor elects to pay off this *Deed of Trust Note* prior to maturity, Trustor may do so without penalty.

Each and every person and agent signing or endorsing this *Deed of Trust Note* agrees to be jointly and severally bound, severally hereby waive any homestead or exemption and/or allowance right against enforcement of said debt, hereby waives presentment for payment, notice of nonpayment, protest and notice of protest for nonpayment thereof; and binds himself and/or herself as a principal and not as a surety. Trustor agrees to pay upon demand all of Beneficiary's expenses, including, without limitation, actual attorneys' fees incurred in connection with enforcement, modification and collection of this *Deed of Trust Note*. Beneficiary may pay someone else to help collect and enforce this *Deed of Trust Note*, and Trustor will pay that amount. This includes, subject to any limits under applicable law, Beneficiary's actual attorneys' fees and Beneficiary's legal expenses, whether or not there is actual commencement of judicial or non-judicial proceedings, including actual attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Trustor also will pay any court costs, in addition to all other sums provided by law.

Should default be made in any payment hereunder or in any other obligation to Beneficiary, which default is not cured within thirty (30) days after due date, the whole sum of principal and

interest shall become immediately due at the option of the Beneficiary of this Note, although the time for payment thereof may not have otherwise arrived. A late penalty of 1.5% shall be due and payable for any payment not made within ten (10) days of the due date. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Failure of Trustor to pay any late fee when assessed shall constitute an event of default entitling Beneficiary to all rights and remedies allowed by statute, including commencement of foreclosure proceedings. The undersigned agrees to remain bound notwithstanding any extension or extensions that may be made to any party liable on this Note, and consent is hereby given to any such extension or extensions, all without affecting liability hereunder. This *Deed of Trust Note* is to be construed according to the laws of the State of Alaska, and shall be paid at First National Bank Alaska, P.O. Box 100720, Anchorage, Alaska 99510-0720, or as Beneficiary may from time to time direct in writing to Trustor at P.O. Box 1292, Petersburg, Alaska 99833, the address shown in the *Deed of Trust and Security Agreement* which this *Deed of Trust Note* secures.

All payments with respect to any outstanding indebtedness hereunder will be applied first to reimburse Beneficiary for any expenses, costs, and fees (including attorneys' fees) incurred and due hereunder, second to the payment of accrued interest, and third (to the extent that the amount of such payment exceeds the amount of all such accrued interest) to the payment of principal.

**THE TRUSTOR IS PERSONALLY OBLIGATED AND FULLY LIABLE ON THE AMOUNT DUE UNDER THE DEED OF TRUST NOTE. THE BENEFICIARY HAS THE RIGHT TO SUE ON THE DEED OF TRUST NOTE AND OBTAIN A PERSONAL JUDGMENT AGAINST THE TRUSTOR FOR SATISFACTION OF THE AMOUNT DUE UNDER THE DEED OF TRUST NOTE EITHER BEFORE OR AFTER A JUDICIAL FORECLOSURE OF THE DEED OF TRUST, AS 09.45.170-220.**

This *Deed of Trust Note* is secured by a *Deed of Trust and Security Agreement*, of even date herewith.

TRUSTOR:

THE TREES RV L.L.C.

\_\_\_\_\_  
Brandon Allison, Member

STATE OF ALASKA

)

: ss

FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2022 by Brandon Allison, member of The Trees RV L.L.C., an Alaska limited liability company, on behalf of the limited liability company.



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

\_\_\_\_\_  
Notary Public, State of Alaska

My commission expires: \_\_\_\_\_

**EXHIBIT "C"**

**DEED OF TRUST  
AND SECURITY AGREEMENT**  
(due on sale)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between The Trees RV L.L.C., an Alaska limited liability company owned solely by Brandon Allison, whose address is P.O. Box 1292, Petersburg, Alaska 99833, herein called TRUSTOR, Alaska Escrow and Title Insurance Agency, Inc., of 2030 Sea Level Drive, Ste. 201, Ketchikan, Alaska 99901, herein called TRUSTEE, and The Trees, LLC, an Alaska limited liability company owned solely by Larry Dunham, whose address is P.O. Box 404, Petersburg, Alaska 99833, herein called BENEFICIARY.

For purposes of Article 29 of the Uniform Commercial Code (AS Ch. 45.29), this Deed of Trust constitutes a Security Agreement with the Trustor being the Debtor and the Beneficiary being the Secured Party. This Deed of Trust also constitutes a Financing Statement filed as a fixture filing pursuant to Article 29 of the Uniform Commercial Code (AS 45.29.502(c)).

WITNESSETH: That Trustor GRANTS, BARGAINS, SELLS, AND CONVEYS to TRUSTEE in TRUST WITH POWER OF SALE, that property ("Property") in the Juneau Recording District, First Judicial District, State of Alaska, described as:

- (a) The real property described on Exhibit A, all rights to water, water rights and water stock, and all other rights, hereditaments, privileges, and appurtenances now or hereafter belonging or in any way appertaining to such real property ("Real Property").
- (b) The personal property described on Exhibit B, together with the products and proceeds thereof and together with all additions and replacements thereto ("Personal Property").
- (c) All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the forgoing into cash or liquidated claims, including without limitation the insurance proceeds and condemnation awards.
- (d) All proceeds of the forgoing.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, 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 appurtenance, unto Trustee.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING: The performance of each agreement of Trustor herein containing and payment of the indebtedness evidenced by one note, of even date herewith, in the Principal sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, payable to Beneficiary or order. Maturity date: May 1, 2030.

**A. To protect the security of this Deed of Trust, 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 cultivate, irrigate, fertilize, fumigate, prune 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 Beneficiary fire insurance with extended coverage, satisfactory to and with loss payable to Beneficiary in an amount not less than full insurable value. 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.

All insurance shall be issued by a company that is authorized to do business in the State of Alaska, and shall be fully paid for, nonassessable and shall provide for at least thirty (30) days' prior written notice to Beneficiary of cancellation, material amendment (including without limitation any reduction in the scope and limits of coverage) or renewal. Trustor shall deliver the policy(s) to Beneficiary. Beneficiary may, at its option, permit (which permission may be withdrawn at any time) Trustor to maintain the required policy(s) in Trustor's possession in lieu of delivering the policy(s) to Beneficiary, in which event the policy(s) shall be kept available by Trustor at all times for return to Beneficiary or for inspection by Beneficiary, and a duplicate original policy(s) or certified copy(s) of original policy(s), evidencing the insurance required hereunder and any additional insurance which shall be taken out on the Property by or on behalf of Trustor, shall be deposited with and held by Beneficiary. Trustor shall deliver to Beneficiary (i) upon request, receipts evidencing payment of all premiums and (ii) original renewal policy(s) (or duplicate original(s) if Beneficiary has permitted Trustor to retain original policy(s)) or a binder thereof with evidence satisfactory to Beneficiary of payment of all premiums thereon, at least thirty (30) days prior to the expiration of each such policy.

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 the actual sum, in any such action or proceeding in which Beneficiary or Trustee may appear. In the event of default in The Trees, LLC, Deed of Trust and Security Agreement, 11830-000



any of the terms contained in this Deed of Trust or the Deed of Trust Note secured hereby, Trustor agrees to pay upon demand all of Beneficiary's expenses, including, without limitation, actual attorneys' fees incurred in connection with enforcement, modification and collection of this Deed of Trust. Beneficiary may pay someone else to help collect and enforce this Deed of Trust, and Trustor will pay that amount. This includes, subject to any limits under applicable law, Beneficiary's actual attorneys' fees and Beneficiary's legal expenses, whether or not there is actual commencement of judicial or non-judicial proceedings, including actual attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Trustor also will pay any court costs, in addition to all other sums provided by law.

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, with interest from date of expenditure at seven percent per annum.

6. Should Trustor fail to make any payment or to do any act herein provided, then Beneficiary or Trustee, but without obligation so to do 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.

7. This Deed of Trust constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Deed of Trust; and
- (b) Any and all other property now and hereafter described on any Uniform Commercial Code Financing Statement naming Trustor as Debtor and Beneficiary as Secured Party and affecting property in any way connected with the use and enjoyment of the "Property".

With respect to the Property subject to the foregoing security interest, Beneficiary shall have all of the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) provided herein, including without limitation the right to cause such Property to be sold by Trustee under the power of sale granted by this Deed of Trust, and (iii) provided by law. In exercising its remedies, Beneficiary may proceed against the items of Real Property

and any items of Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, upon demand by Beneficiary, Trustor shall assemble any items of Personal Property and make them available to Beneficiary at the Real Property. Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time of or after which any private sale or any other intended disposition is to be made. Any person permitted by law to purchase at any such sale may do so. Such Property may be sold at any one or more public or private sales as permitted by applicable law.

**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 so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of the Deed of Trust 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 of Trust 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 the 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 costs 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

The Trees, LLC, Deed of Trust and Security Agreement, 11830-000



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.

6. If required by Beneficiary, Trustor shall, at the time of making each monthly installment payment under the Note, deposit with Beneficiary a sum, as estimated by Beneficiary, equal to (i) the taxes and special assessments next due on the property, and (ii) the premiums that will next become due on insurance policies as may be required under this Deed of Trust, less all sums already deposited therefor, divided by the number of months to elapse before two (2) months prior to the date when such taxes, special assessments and premiums will become delinquent. If required by Beneficiary, Trustor shall promptly deliver to Beneficiary all bills and notices with respect to any taxes, assessments, and premiums. Unless Beneficiary and Trustor otherwise agree in writing, Beneficiary shall not be required to pay Trustor any interest, earnings or profits on any sums deposited with Beneficiary. All sums deposited with Beneficiary under this Paragraph 6 are hereby pledged as security for the Note.

All such deposited sums shall be held by Beneficiary and applied in such order as Beneficiary elects to pay such taxes, assessments, and premiums, or, upon any event of default, may be applied in whole or in part, to the Note. The arrangement provided for in this Paragraph 6 is solely for the added protection of Beneficiary and entails no responsibility on Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon any assignment of this Deed of Trust by Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of Beneficiary with respect thereto shall terminate. Each transfer of the property in accordance with Paragraph 12 below shall automatically transfer to the transferee all rights of Trustor with respect to any funds deposited hereunder. Upon payment in full of the Note, Beneficiary shall promptly refund to Trustor the remaining balance of any deposits then held by Beneficiary.

If the total deposits held by Beneficiary exceed the amount deemed necessary by Beneficiary to provide for the payment of such taxes, assessments, and premiums, such excess shall, provided there is no event of default or any event which would constitute an event of default if not cured within the time allowed, be credited by Beneficiary on the next due installment or installments of such deposits. If at any time the total deposits held by Beneficiary are less than the amount deemed necessary by Beneficiary to provide for the payment of such taxes, assessments, and premiums, Trustor shall promptly deposit the deficiency with Beneficiary after receipt of written demand from Beneficiary.

Notwithstanding the foregoing, Beneficiary shall not require the payment of reserves as provided in this Paragraph until a delinquency occurs in the payment of such taxes, assessments, and premium, or until the occurrence of an event of default.

7. 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 may 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 of each recording district wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale 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. 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, expressed 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 costs 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 (5%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Trustor shall be liable for and agrees to pay any deficit.

8. This Deed of Trust 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 of Trust, 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 of Trust, 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 Trustee 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, his heirs and assigns.

12. Due on Sale Condition: Should Trustor sell, convey, transfer, or dispose of said property, or any part thereof, or any interest therein, or agree to do so including by means of assumption, a sale by land contract, or wrap-around financing, without the written consent



of Beneficiary being first obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

13. Hazardous Substances. Trustor represents and warrants that the Property never will be so long as this Deed of Trust remains a lien on the Property, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Trustor becomes liable for cleanup or other causes under any such laws, and (b) agrees to indemnify and hold harmless Beneficiary against any and all claims and losses resulting from a breach of this provision of this Deed of Trust. This obligation to indemnify shall survive the payment of the indebtedness and the reconveyance of this Deed of Trust.

14. Additional Term: The Trustor is personally obligated and fully liable on the amount due under the Note. The Beneficiary has the right to sue on the note and obtain a personal judgment against the Trustor for satisfaction of the amount due under the note either before or after a judicial foreclosure of the Deed of Trust, AS 09.45.170-220.

**The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at the address hereinbefore set forth.**

TRUSTOR:

THE TREES RV L.L.C.

\_\_\_\_\_  
Brandon Allison, Member

STATE OF ALASKA

)

: ss

FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2022 by Brandon Allison, member of The Trees RV L.L.C., an Alaska limited liability company, on behalf of the limited liability company.

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

\_\_\_\_\_  
Notary Public, State of Alaska

My commission expires: \_\_\_\_\_

After recording return to:

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



EXHIBIT "A"

Real Property:

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

EXHIBIT "B"

Personal Property:

State of Alaska Package Store liquor license number 4542 and personal property more specifically described on the attached Personal Property List.

Together with the products and proceeds thereof (including insurance proceeds or claims) and together with all additions and replacements thereto.

Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.



**EXHIBIT "E"**

**PERSONAL GENERAL GUARANTY**  
**The Trees RV, LLC**  
an Alaska limited liability company

As and in consideration for financial accommodations to be given to **The Trees RV L.L.C., an Alaska limited liability company** ("Borrower") by **The Trees, LLC**, ("Lender") and in consideration for Lender agreeing to make a loan to Borrower, **Brandon Allison** ("Guarantor") thereby personally guarantees payment to Lender of all liabilities and indebtedness which Borrower has incurred or may incur whether arising directly from a transaction or transactions between Lender and Borrower or from other dealings or events in which Lender may in any way become a creditor of Borrower. Guarantor and Borrower are jointly and severally liable to Lender.

Lender may apply any moneys received from Borrower or from collateral pledged by Borrower as Lender may choose, without in any manner limiting or reducing the liabilities of Guarantor under this Personal General Guaranty.

Lender shall not be bound to exhaust its recourse nor take any action against Borrower, other parties, or collateral against which it may hold a security interest, before being entitled to payment from Guarantor of all amounts thereby guaranteed. Lender may make any such demand and take such action as it deems advisable.

Guarantor is personally obligated and fully liable for the indebtedness of Borrower. Lender has the right to sue on any note, obligation, or indebtedness of Borrower and obtain a personal judgment against Guarantor for satisfaction of the amount due to Lender by Borrower either before, after, or in lieu of action by Lender against any collateral which may be pledged by Borrower and/or Guarantor to Lender to secure any liability or indebtedness.

Notice of default on the part of Borrower is hereby waived, and Guarantor agrees to remain bound regardless of and notwithstanding any extensions, renewals, and/or modifications of the terms of such indebtedness of Borrower to Lender, the liabilities hereby guaranteed, or any part thereof. Guarantor thereby consents, agrees and acknowledges that Lender may make such extension, renewal, and/or modification as Lender at its sole option may choose to grant or accept, and Lender may at its option further compound and settle with the Borrower or any guarantor of Borrower's indebtedness or liabilities and give up any securities or guarantee which it may now have or thereafter acquire without notice to Guarantor and without affecting in any way Guarantor's guarantee to Lender.

Guarantor represents that he is a managing member of Borrower and has a financial interest in Borrower.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Brandon Allison  
P.O. Box 1292  
Petersburg, Alaska 99833

STATE OF ALASKA                    )  
  : ss  
FIRST JUDICIAL DISTRICT        )

THIS CERTIFIES that on this \_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared Brandon Allison, to me known and known to me to be the person named in and who executed within and foregoing document, and he acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "F"**

**REQUEST FOR FULL RECONVEYANCE**

Petersburg, Alaska  
Date: \_\_\_\_\_

To: Alaska Escrow and Title Insurance Agency, Inc.

The undersigned is the legal owner and holder of indebtedness secured by a *Deed of Trust*, dated \_\_\_\_\_, 2022, and recorded \_\_\_\_\_, 2022 at Serial No. \_\_\_\_\_ of Official Records in the Office of the Petersburg Recording District, First Judicial District, State of Alaska, on real property known as:

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

executed by The Trees RV L.L.C., an Alaska limited liability company as Trustor, to Alaska Escrow and Title Insurance Agency, Inc., as Trustee, for the benefit of The Trees, LLC, an Alaska limited liability company.

All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey without warranty the estate now held by you.

The Trees, LLC,

By: \_\_\_\_\_  
Larry Dunham, Member

Mail Deed of Reconveyance to:  
The Trees RV L.L.C.  
P.O. Box 1292  
Petersburg, Alaska 99833

**EXHIBIT "G"**

**STATUTORY WARRANTY DEED**

THE GRANTOR, The Trees, LLC, an Alaska limited liability company, whose mailing address is P.O. Box 404, Petersburg, Alaska 99833, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, The Trees RV L.L.C., an Alaska limited liability company, whose mailing address is P.O. Box 1292, Petersburg, Alaska 99833, the following described real property, situated in the Juneau Recording District, First Judicial District, State of Alaska:

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

SUBJECT TO: Any easements, reservations, covenants, conditions, restrictions, plat notations, patent reservations, right-of-way and agreements of record.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

The Trees, LLC,

By:

\_\_\_\_\_  
Larry Dunham, Member

STATE OF ALASKA

)

: ss

FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.



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

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

After recording return to:

Grantee

**EXHIBIT "H"**

**BILL OF SALE**

The Trees, LLC, an Alaska limited liability company, of P.O. Box 404, Petersburg, Alaska 99833, hereinafter referred to as the "Seller," for and in consideration of One Hundred One Thousand and No/100 Dollars (\$101,000.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby sells and delivers to The Trees RV L.L.C., an Alaska limited liability company, of P.O. Box 1292, Petersburg, Alaska 99833, herein referred to as "Buyer" the following assets, "as is, where is" with no warranty express or implied.

See attached Exhibit "A"

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

IN WITNESS WHEREOF, Seller has set its hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

SELLER:

THE TREES, LLC

\_\_\_\_\_  
Larry Dunham, Member

STATE OF ALASKA

)

: ss

FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

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

\_\_\_\_\_  
Notary Public, State of Alaska

My commission expires: \_\_\_\_\_



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

FOR VALUABLE CONSIDERATION, The Trees RV L.L.C., an Alaska limited liability company, whose address is P.O. Box 1292, Petersburg, Alaska 99833, (hereinafter "ASSIGNOR"), operating Package Store Liquor License No. 4542 under the authority of the State of Alaska Alcoholic Beverage Control Board, hereby irrevocably assigns to The Trees, LLC, an Alaska limited liability company owned solely by Larry Dunham, whose address is P.O. Box 404, Petersburg, Alaska 99833 (hereinafter "ASSIGNEE"), all of its right, title and interest in and to the Package Store Liquor License No. 4542 previously issued in the name of ASSIGNEE, and heretofore transferred to ASSIGNOR by the State of Alaska Alcoholic Beverage Control Board. Further, ASSIGNOR grants to ASSIGNEE a security interest therein, and in re-issuance of such license, such assignment and granting of security interest being for the sole purpose of securing the obligations set forth in the following agreements:

- (a) *Purchase and Sale Agreement*, dated \_\_\_\_\_, 2022
- (b) *Promissory Note*, dated \_\_\_\_\_, 2022.
- (c) *Deed of Trust Note*, dated \_\_\_\_\_, 2022.
- (d) *Deed of Trust*, dated \_\_\_\_\_, 2022.
- (e) *Commercial Security Agreement*, dated \_\_\_\_\_, 2022.
- (f) *Statutory Warranty Deed*, dated \_\_\_\_\_, 2022.

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

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

In the event that ASSIGNOR shall be in default of any of its obligations to ASSIGNEE under the agreements and instruments described herein, ASSIGNEE shall have the immediate right to possession of all of the assets of the business operated by the ASSIGNOR at The Trees RV L.L.C., located at Milepost 10.2 Mitkof Highway, Petersburg, Alaska. Pending re-transfer of the Package Store Liquor License, ASSIGNEE shall also have the immediate and continuing

right to operate the Package Store Liquor License, and to conduct business under the Package Store Liquor License as the agent of ASSIGNOR with the full and complete authority and approval of ASSIGNOR.

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

- (a) First, to pay normal operating expenses of the business, such as employee salaries, replacement and acquisition of inventory, taxes, insurance premiums, fees, utilities and the like including reasonable compensation for the ASSIGNEE'S work.
- (b) Then, to cure any and all defaults in any obligations and to pay all sums then owed by ASSIGNOR to ASSIGNEE, including interest thereon, and to reimburse the ASSIGNEE for any legal fees or costs incurred by the ASSIGNEE.
- (c) Lastly, the balance of the operating revenues, if any, to ASSIGNEE, provided such payment shall not be made until such time as the State of Alaska Alcoholic Beverage Control Board shall have approved the retransfer of the package store liquor license to the ASSIGNEE.

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

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

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

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





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

Notice is hereby given to the State of Alaska Alcoholic Beverage Control Board ("ABC Board") and any and all present and future creditors of the licensee of the Package Store Liquor License No. 4542 issued to The Trees RV L.L.C., d/b/a The Trees RV L.L.C., that The Trees, LLC d/b/a The Trees RV Park & General Store as Lender in a *Deed of Trust* on sale of real property, retains a purchase money security interest in the liquor license under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, which interest was created concurrent with the transfer of the Package Store Liquor License No. 4542, as evidenced by Uniform Commercial Code *Financing Statement* No. \_\_\_\_\_, filed \_\_\_\_\_, 2022 and the *Deed of Trust and Security Agreement* recorded \_\_\_\_\_, 2022 at Serial No. 2022-\_\_\_\_\_, Petersburg Recording District records, which transfer was approved by the ABC Board on June 28, 2022.

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

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

Dated \_\_\_\_\_, 2022.                      The Trees RV L.L.C.

By: \_\_\_\_\_  
Brandon Allison, Member

STATE OF ALASKA                      )  
  : ss  
FIRST JUDICIAL DISTRICT            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022 by Brandon Allison, member of The Trees RV, L.L.C., an Alaska limited liability company, on behalf of the limited liability company.

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

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_



Dated \_\_\_\_\_, 2022.

The Trees, LLC

By: \_\_\_\_\_  
Larry Dunham, Member

STATE OF ALASKA

)

: ss

FIRST JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022, by Larry Dunham, member of The Trees, LLC, an Alaska limited liability company, on behalf of the limited liability company.

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

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents, before any license application will be considered complete.

### Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

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

### Transfer Type:

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

### OFFICE USE ONLY

Complete Date:	6/13/22	Transaction #:	100375893
Board Meeting Date:		License Years:	22 - 23
Issue Date:		Examiner:	KM



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:	The Trees RV L.L.C.				
Doing Business As:	Trees RV Park & General Store				
Premises Address:	Milepost 10.2 Mitkof Highway				
City:	Petersburg	State:	Alaska	ZIP:	99833
Community Council:	None				

Mailing Address:	P.O. Box 1292				
City:	Petersburg	State:	Alaska	ZIP:	99833

Designated Licensee:	Brandon Allison				
Contact Phone:	(719) 369-9506	Business Phone:	(907) 772-2502		
Contact Email:	brandonallison24@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.

10.5 Miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

8 Miles





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:	One Day Enterprises L.L.C.				
Title(s):	Member	Phone:	(719) 369-9506	% Owned:	100
Address:	P.O. Box 1292				
City:	Petersburg	State:	Alaska	ZIP:	99833



Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

Entity Official:	Brandon Allison				
Title(s):	Affiliate	Phone:	(719) 369-9506	% Owned:	<input checked="" type="checkbox"/>
Address:	P.O. Box 1292				
City:	Petersburg	State:	Alaska	ZIP:	99833

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 #:	10192466	AK Formed Date:	04/07/2022	Home State:	Alaska
Registered Agent:	Brandon Allison	Agent's Phone:	(719) 369-9506		
Agent's Mailing Address:	P.O. Box 1292				
City:	Petersburg	State:	Alaska	ZIP:	99833

Residency of Agent:

Yes No

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

☒ ☐



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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

☐ ☒

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

### Section 7 – Authorization

Communication with AMCO staff:

Yes No

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

☒ ☐

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

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





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Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 8 – Transferor Certifications**

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

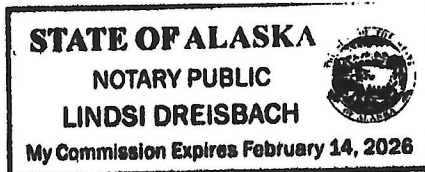
I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve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

Larry Dunham  
Signature of transferor

The Trees, LLC, Larry Dunham, Member

Printed name of transferor

Subscribed and sworn to before me this 26 day of April, 2022.



[Signature]  
Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: 2-14-2026

\_\_\_\_\_  
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.

BA

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

BA

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.

BA

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.

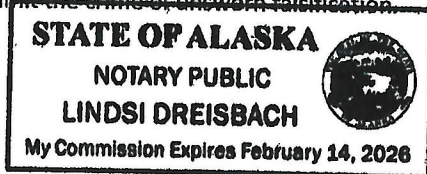
BA


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

BA

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~~.

BA



  
Signature of transferee

The Trees RV L.L.C., Brandon Allison, Member

Printed name One Day Enterprises L.L.C.

  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 2-14-2026

Subscribed and sworn to before me this 26 day of April, 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.



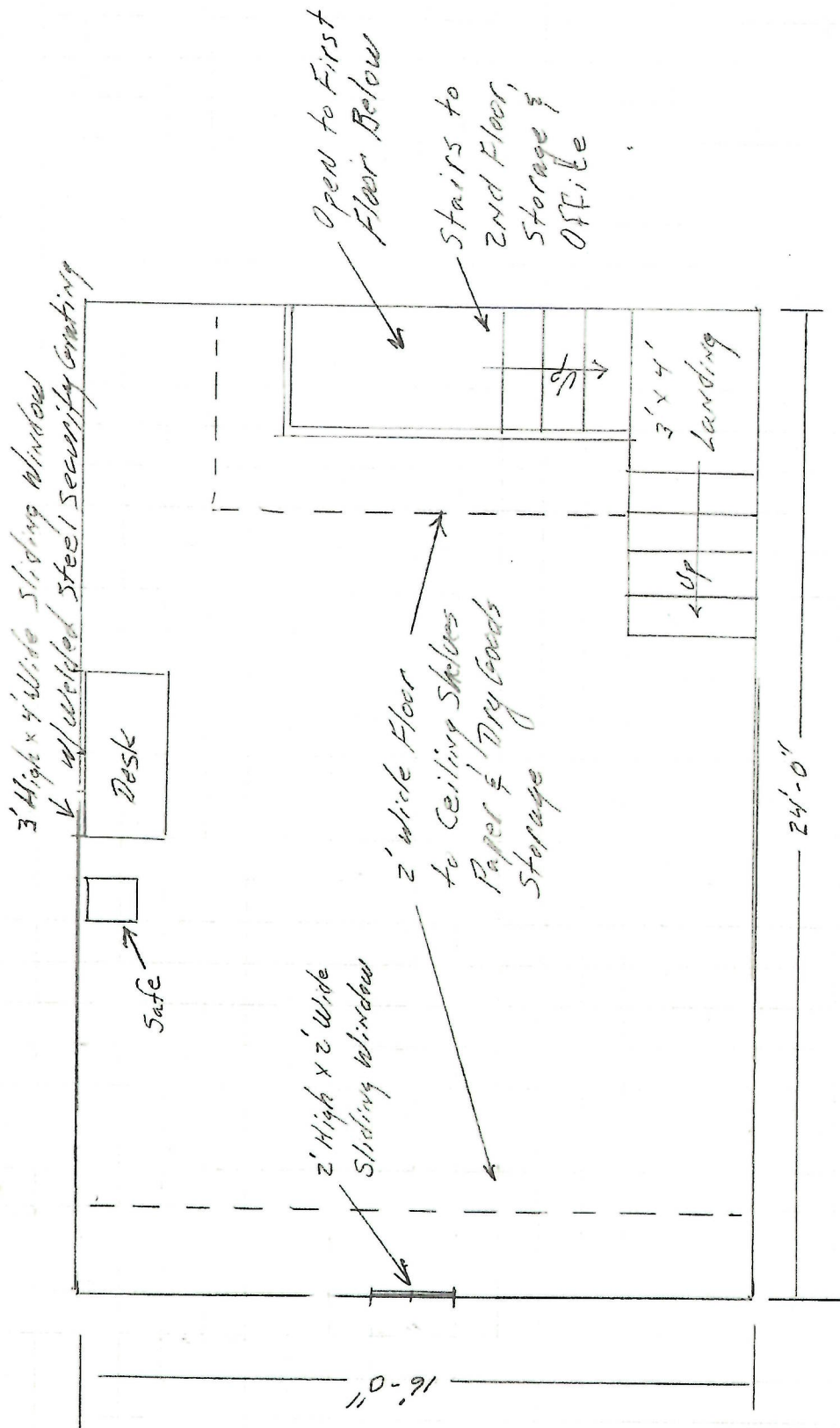
### Section 1 – Establishment Information

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

Licensee:	The Trees RV L.L.C.	License Number:	4542		
License Type:	Package Store				
Doing Business As:	Trees RV Park & General Store				
Premises Address:	Milepost 10.2 Mitkof Highway				
City:	Petersburg	State:	AK	ZIP:	99833







Second Floor Plan

scale 1/4" = 1'