

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

MEMORANDUM

TO:	Alcoholic Beverage Control Board	DATE: December 24, 2020
FROM:	Nathanael Hall, OLE	RE: 556 International Hotel & Bar
Requested Action:	Transfer of ownership with security in	terest
Statutory and Regulatory Authority:	this title and may order the director to	iew all applications for licenses made under issue, renew, revoke, transfer, or suspend this title."
	another person under this title shall be or taxes arising from the conduct of th (A) the transferor gives security satisfactory to the creditor o (B) the transfer is under a promi transferee in the course of an	esting approval of a transfer of a license to e denied if the transferor has not paid all debts he business licensed under this title unless for the payment of the debts or taxes r taxing authority; or se given as collateral by the transferor to the h earlier transfer of the license under which iged to transfer the license back to the

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 <u>AS 04.11.670</u> 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 <u>AS 04.11.360</u>(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 <u>AS 04.11.670</u> and <u>AS 04.11.360(4)(B)</u>; the documents recorded under this paragraph must contain the following statement: "Under the terms of <u>AS 04.11.360(4)(B)</u>, and <u>3 AAC 304.106</u>, 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 <u>AS 04.11.310</u>(a) was made in writing and published, as required under <u>3 AAC 304.125</u>, 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 <u>AS</u> <u>04.11.360</u>(4)(B), <u>AS 04.11.670</u>, and <u>3 AAC 304.106</u>, 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 556. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.106(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated
- Attachment: Security Interest Documents Transfer Application

BILL OF SALE BEVERAGE DISPENSARY LICENSE & PERSONAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS: that Dakota Ventures, Inc. whose address for all purposes herein is PO Box 80966, Fairbanks, right, title and "Seller"), acquired 99708 (hereinafter who Alaska. License Beverage Dispensary Liquor and to the interest in (hereinafter "Liquor License"), and the personal property owned and acquired by the Dakota Ventures, Inc., such property having been acquired for and/or used in the operation of that business known as "The Big I."

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Hard Work LLC (hereinafter "Buyer"),

HEREBY SELLS, TRANSFERS and CONVEYS to Hard Work LLC, an Alaska Limited Liability Company whose address for all purposes herein is 511 30th Avenue, Fairbanks, Alaska 99701, all of Seller's right, title and interest in Beverage Dispensary License No. 556 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board") along with the personal property used in the operation of the business after inspection and acceptance by the Buyer. The personal property being conveyed is more specifically described in the attached Exhibit A.

THIS TRANSACTION involving the sale of the Liquor License and personal property is a hybrid of a cash transaction and a terms transaction. The personal property, not including the Liquor License, was purchased for

\$250,000 on July 8, 2020. The terms regarding purchase of the Liquor License for the principal amount of \$80,000.00 require the Buyer to make monthly payments on the purchase to the Seller over a period of six (6) months beginning September 1, 2020.

THE PAYMENT AND PERFORMANCE OBLIGATIONS of the Buyer are secured by a Purchase Money Security Interest in the liquor inventory, furniture, fixtures, and equipment that was purchased on July 8, 2020. SELLER REPRESENTS AND WARRANTS as follows:

- 1) that the License and personal property are free and clear of any and all liens or other encumbrances of any nature whatsoever; and
- 2) that the Seller, John Jackovich is the President of Dakota Ventures, Inc., and he promises to defend the sale of the License and the personal property to the Buyer against any person or persons or other entities claiming any interest therein; and
- 3) that upon payment of the purchase price of the Liquor License paid pursuant to paragraph 3(b) of the Short-Form Agreement Regarding Hard Work LLC's Purchase of "International Hotel & Bar" and Other Assets executed by the parties on July 8, 2020, the Seller will have no further interest in said License or personal property.

Until all payments are made, the Seller shall retain a Purchase Money Security Interest in the liquor inventory, furniture, fixtures, and equipment conveyed to Buyer.

DATED at Fairbanks, Alaska this $\cancel{13}$ day of October, 2020.

John Jacka

John Jackovich President Dakota Ventures, Inc.

IRREVOCABLE LIMITED POWER OF ATTORNEY This Power of Attorney is coupled with an interest and is therefore irrevocable

PURSUANT TO the terms and conditions of the Short-Form Agreement Regarding Hard Work LLC's Purchase of "International Hotel & Bar" and other Assets dated July 8, 2020, and the other Transaction Documents described herein, all of which are to being executed at the closing of the sale of certain real property located at 122 N Turner Street, Fairbanks, the sale of the Beverage Dispensary (hereinafter "License") and the sale of the personal property, furniture, fixtures and equipment located thereon

Hard Work LLC, an Alaskan Limited Liability Company whose address for all purposes herein is 511 30th Ave, Fairbanks, Alaska 99701 (hereinafter "Current Licensee") now operating that certain Beverage Dispensary Liquor License No. 556 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board"), and who purchased the real property and improvements, the liquor license, and the personal property as part of the transaction described herein and as identified in the Transaction Documents described below,

HEREBY IRREVOCABLY appoints Dakota Ventures, Inc. whose address for all purposes herein is 122 N Turner Street, Suite 10, Fairbanks, Alaska, 99701, as the Current Licensee's attorney-in-fact, with full power of substitution, for the purpose of executing and delivering all documents and otherwise taking any and all steps any and the retransfer. whatsoever required or pertinent to renewal or operation of said License in the event of the Current Licensee's default in its payment or performance obligations set forth in the Transaction Documents.

This appointment is made for the sole purpose of securing the obligations set forth in the following Transaction Documents:

- a) Short-Form Agreement Regarding Hard Work LLC's Purchase of "International Hotel & Bar" and other Assets dated July 8, 2020 and;
- b) Purchase Money Security Agreement dated ______, 2020.
- c) Deed of Trust dated ______, 2020.

d) Promissory Note dated September 4, 2020.

e) Irrevocable Limited Power of Attorney dated ______, 2020.

Absent default by the Current Licensee under any of the payment or performance obligations as set forth in these Transaction Documents, this Power of Attorney shall be without force and effect.

In the event of default by the Current Licensee in its payment or performance obligations under the Transaction Documents described herein or otherwise set out in related documents, the Current Licensee as irrevocably and unconditionally authorize the Prior Licensee, (as Current and deliver Licensees' attorney-in-fact), to execute anv and all documents and otherwise take any and all steps whatsoever required or pertinent to the operation, retransfer or renewal of said Licenses in order to effectuate the terms and provisions of the Transaction Documents and to secure the Prior Licensee's rights set forth therein.

The purpose of this Irrevocable Power of Attorney is to enable Dakota Ventures, Inc., as a prior licensee holding a security interest in the Liquor License, in the event of Current Licensee's default, to have the same rights and powers with respect to the License, which is the subject hereof, that the Prior Licensee has and could have in all instances when the operation, retransfer, renewal or any other disposition of said Liquor License is involved.

In no event shall this Irrevocable Power or Attorney be deemed to create any liability or responsibility on the part of the Personal Representative with respect to the subject License, unless and until the legal and equitable title thereto shall re-transferred to the Personal Representative or his successors or assigns.

This Irrevocable 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.

NOTARY BLOCKS & SIGNATURES ON FOLLOWING PAGES

NOTARY BLOCKS & SIGNATURES BUYERS' CORPORATION & BUYERS AS GUARANTORS & SELLER

DATED at Fairbanks, Alaska this <u>13</u> day of <u>October</u>, 2020.

Hard Work LL Bv Nathan Davis

Its: Member/Manager

STATE OF ALASKA

)) ss.

FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 13 day of 0ctober, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, NATHAN DAVIS to me known and known to be the individual described in and who executed the foregoing Irrevocable Power of Attorney and as the MEMBER/MANAGER OF HARD WORK LLC.

He acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public in and for Alaska My Commission Expires: 07/29/2073

NOTARY PUBLIC KAITLYN A STANSBERRY STATE OF ALASKA

PURCHASE MONEY SECURITY AGREEMENT

All Furniture, Fixtures & Equipment

THIS SECURITY AGREEMENT is entered into this __ day of September, 2020 by and between Dakota Ventures, Inc. whose address for all purposes herein is PO Box 80966, Fairbanks, AK 99708 (hereinafter "Secured Party") and Hard Work LLC whose address for all purposes herein is 511 30th Avenue, Fairbanks, Alaska 99701 (hereinafter "Debtor").

1. <u>Creation of Security Interest</u>. The Debtor hereby grants to the Secured Party a purchase money security interest in the collateral described herein to secure the payment for the Liquor License as described in paragraph 3(b) of the Short-Form Agreement Regarding Hard Work LLC's Purchase of "International Hotel & Bar" and Other Assets.

2. The property which is subject to this Security interest created by this agreement consists of the following described property and the proceeds thereof:

a) All furniture, fixtures, and equipment located at or otherwise used in the operation of that business known as the International Hotel & Bar, also known as "The Big I," which is located at 122 N Turner Street, Fairbanks, Alaska 99701.

b) The Inventory now owned or hereafter acquired by the Debtor.

i) "Inventory" means all goods, merchandise and other personal property which is held for sale or consumed, in the Debtors' business.

3. Debtor's' Obligations. The obligations of the Debtor to the Secured Party are set forth in paragraph 3(b) of the <u>Short-Form Agreement Regarding Hard Work LLC's</u> <u>Purchase of "International Hotel & Bar" and Other Assets dated July 8, 2020.</u>

4. Financing Statement. Debtor, upon request by Secured Party, will at any time and from time to time execute, within fifteen (15) days of a written request from the Secured Party, such Financing Statements in the form required by the Uniform Commercial Code as enacted in the State of Alaska as Secured Parties may reasonably request.

5. Default. Debtor shall perform all of its obligations according to the terms of this agreement as set forth in paragraph 3 above and elsewhere in this document and the other Transaction Documents. Any breach of the terms and provisions of the Transaction Documents or failure of the Debtors to fulfill the terms and provisions of the Transaction Documents or failure of the Debtor to fulfill any of its obligations thereunder shall be a default under the terms of this Purchase Money Security Agreement.

a) Any one of the following events shall by itself constitute default in this agreement:

- i) default in payment of any obligations or performance of any agreement herein; and
- ii) the making of any rightful levy, seizure or attachment upon any collateral by reason of any debt of Debtor; and
- iii) a bankruptcy petition being filed by or against Debtor pursuant to which Debtor are adjudicated bankrupt; and
- iv) dissolution, merger, consolidation or transfer of a substantial part of the assets of Debtor, which assets are associated with the above-described business.

b) Upon the default of Debtor, Secured Party may, within ten (10) days advance written notice to Debtor, and without waiving any other rights hereunder, take appropriate action to cure such default or validate such warranty, and add its expenses, including actual attorney's fees, to the obligations secured hereby.

c) Until default, Debtor may retain possession of collateral and use it in any manner consistent with this Agreement and the terms and conditions of any insurance policy on collateral and as to the License, in any manner consistent with state and municipal law and the regulations and requirements of the Alcoholic Beverage Control Board and the Fairbanks North Star Borough.

d) Upon default by Debtor, Secured Party shall have all rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in the State of Alaska and other applicable law, all rights set forth in this Security Agreement and in the Transaction Documents, including, without limitation, the right to take immediate possession of the collateral. 6. <u>Representations and Warranties</u>. Debtor represent and warrant as follows:

a) The making of this agreement is not in contravention of any other agreement by which Debtor is bound.

b) Except for the security interest granted hereby, Debtor is and, as to any collateral hereafter acquired, shall be, the owner of such collateral free from any security interest or other encumbrance, with full right to grant a security interest therein to the Secured Party.

c) All financial data, if any, which Debtor has furnished to Secured Party accurately represents the financial condition of Debtor.

d) Debtor will not permit any lien or security interest to attach to any collateral, other than security interests inferior to this one, which may be incurred only upon the express written consent of the Secured Party, nor will the Debtor dispose of any collateral without written consent of Secured Party.

e) Except to the extent that inventory is sold in the ordinary course of business, Debtor shall not sell, grant a security interest in, or otherwise dispose of an interest in the collateral without the written consent of Secured Party.

7. Notices. Any notice of sale, disposition or other intended action by Secured Party shall be sent to Debtor at least five (5) calendar days prior to such action, at the address herein stated, at any other address of Debtor shown on Secured Party's records subsequent to this agreement, or at such other address designated in writing by Debtor with reference to this transaction and shall constitute reasonable notice to Debtors.

8. Payment of Taxes, Fees and Business Expenses. Before their delinquency, Debtor shall pay all taxes, penalties, interest, assessments, renewal fees, and other claims against the collateral, or against the interest of Secured Party therein and shall pay all expenses associated with the operation of the business associated with the License so that no claim for business indebtedness may be asserted against the License. Failure to do so shall constitute a default hereunder and entitle the Secured Party to all remedies provided in this document and the related Transaction Documents. 9. <u>Insurance</u>. Debtor shall obtain and maintain insurance on the collateral in full force and effect as follows:

a) Bodily Injury and Property Damage Liability Insurance, including premises liability, with a minimum limit of liability of \$1,000,000.00.

b) A policy of fire and extended coverage insurance insuring the collateral at full replacement cost.

Executed at Fairbanks, Alaska this 13^{++-} day of October, 2020.

Hard Work LLC NATHAN DAVI

Managing Member

EXHIBIT A Purchase and Sale of The Big I

Seller: Dakota Ventures, Inc. Buyer: Hard Work LLC

Personal Property conveyed with the sale of The Big I consists of the following:

- Liquor License \$80,000.00
- Liquor Inventory \$25,000.00
- Furniture, Fixtures, and Equipment \$50,000.00
- Goodwill \$175,000.00

EXHIBIT A DAKOTA VENTURES INC

ltem #	Location	Description	Qty	\$ Value	Extended Value
1	Basement	Keg Cooler, 6' x 12' Insulated, w/Thermo cooling system	1	\$5,700.00	\$5,700.00
2	Basement	GE 21.9 cu. ft. Top Freezer Refrigerator in White	1	\$818.00	\$818.00
3	Basement	Kenmore 99053 4.5 cu. ft. Compact Refrigerator - Silver	1	\$175.00	\$175.00
4	Basement	Glassware, bucket, 10-oz, 1.25 shot glass, 16-oz mixing glass, whiskey flute, coffe mugs	Misc	\$1,200.00	\$1,200.00
5	Bar/Lounge	Stainless Steel, Front Bar 2- deep wash sinks	1	\$3,900.00	\$3,900.00
6	Bar/Lounge	Bunn Coffee maker machine, MdI# 33200.0002	1	\$325.00	\$325.00
7	Bar/Lounge	Protac Tactical, Mdl HL-5-X USB, Security Lights	2	\$105.00	\$210.00
8	Bar/Lounge	Security Cameras, outdoor Bullet	2	\$532.00	\$1,064.00
9	Bar/Lounge	Security Cameras, Indoor Dome	6	\$115.00	\$690.00
10	Bar/Lounge	Security Cameras, Indoor, Pinhole	3	\$104.00	\$312.00
11	Bar/Lounge	Security Monitor, 20"	1	\$275.00	\$275.00
12	Bar/Lounge	Security DVR, 16-channel	1	\$585.00	\$585.00
13	Bar/Lounge	Security system, Hardware, wire, connectors, clips	misc	\$1,600.00	\$1,600.00
14	Bar/Lounge	True TBB-2G-HC-LD 58 7/8" Bar Refrigerator - 2 Swinging Glass Doors, Black,	1	\$2,290.00	\$2,290.00
15	Bar/Lounge	Stainless Steel, Under Bar, Ice Bin/cocktail Serviing station#1	1	\$939.00	\$939.00
16	Bar/Lounge	Stainless Steel, Under Bar, Ice Bin/cocktail Serviing station#2	1	\$939.00	\$939.00
17	Bar/Lounge	Whirlpool 1.9-cu ft Over-the-Range Microwave with Sensor Cooking - White	1	\$275.00	\$275.00
18		Vizo & LG Smart TV's, 43",50"	3	\$279.00	\$837.00
19	Bar/Lounge	Pour spouts,1-1/4 oz various colors, Red, Orange, blue, green	250	\$3.25	\$812.50
20	Bar/Lounge	Gasser "Lebaron-24" Bar chairs 30.5" Height	30	\$291.08	\$8,732.40
21	Bar/Lounge	Gasser Banquet chairs, 5-Vane cast aluminum wheel chair base,	20	\$225.00	\$4,500.00
22	Bar/Lounge	Amplifier- PA 2450L 120V, Dual Channel Class AB Commercial Power, 450Watt	2	\$690.00	\$1,380.00
23	Bar/Lounge	EKX-18SP, 1500watt powered subwoofer	2	\$900.00	\$1,800.00
24	Bar/Lounge	EKX 12P Powered Speaker- 1500 Watt	2	\$799.00	\$1,598.00
25	Bar/Lounge	Speakers- EVID 6.2. Two-way twin 6" woofer, 1" horn loaded 100 x 90 Black	3	\$623.00	\$1,869.00
26	Bar/Lounge	loaded 100 x 90 tweeter. Black	1	\$119.00	\$119.00
27	Bar/Lounge	Light show Gig bar	1	\$349.00	\$349.00
28	Bar/Lounge	Curtain Panels- Black IFR	10	\$25.00	\$250.00
29	Bar/Lounge	Tables, Round Tall	3	\$150.00	\$450.00
30	Bar/Lounge	Tables, Rectangle Tall 30" x 24"	3	\$135.00	\$405.00
31	Bar/Lounge	ADS Under counter Dishwaher Mdl#ET-AF-33249.	1	\$3,249.00	\$3,249.00
32	Bar/Lounge	ATM, Hyosung, Mdl# 1800-SE, S/N# Y716014530	1	\$2,250.00	\$2,250.00

EXHIBIT A DAKOTA VENTURES INC

			Gran	d Total \$	\$57,144.00
38				\$0.00	\$0.00
37				\$0.00	\$0.00
36	Bar/Lounge	Beverage Air MT23-1B Marketeer black 29 1/2" glass door merchandise Cooler	1	\$1,849.00	\$1,849.00
35	Ice room	Hoshizaki, KM-500MAH Air cooled Ice machine	1	\$3,995.00	\$3,995.00
34	Ice room	Mustee Mdl# 63MX MopBasin w/Moen 8124 sink faucet	1	\$357.10	\$357.10
33	Bar/Lounge	Guardian Alarm System PR19-0137	1	\$1,045.00	\$1,045.00

STATUTORY WARRANTY DEED

The Grantor, JV PARTNERS, LLC, an Alaska limited liability company, whose address is PO Box 80966, Fairbanks, AK 99708, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to Grantee, HARD WORK LLC, whose address is 511 30th Avenue, Fairbanks, Alaska 99701, the following described real property:

Lot Three (3), Block One (1), FAIRBANKS TOWNSITE, NORTH ADDITION, U.S. SURVEY NUMBER 2159, according to the plat filed August 17, 1955 as Instrument Number 157,936; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Said property is situated at 122 N Turner Street in Fairbanks, Alaska. SUBJECT to accrued real property taxes thereon, if any, and reservations, restrictions, and easements of record.

GRANTOR: JV PARTNERS, LLC

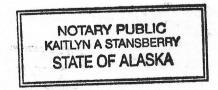
Dated: October /3, 2020

STATE OF ALASKA

n Jackøvich, President

FOURTH JUDICIAL DISTRICT

The foregoing was acknowledged before me this β day of October, 2020. by John Jackovich, President of JV PARTNERS, LLC, with authority to do so.



Notary Public in and for: 07/29/ My commission expires: Alaska

RETURN TO: Hard Work LLC 511 30th Ave Fairbanks, AK 99701

NOTARY BLOCKS & SIGNATURES BUYERS' CORPORATION & BUYERS AS GUARANTORS & SELLER

DATED at Fairbanks, Alaska this 13 day of October ____, 2020.

Hard Work LLC Nathan Davis Its: Member/Manager

STATE OF ALASKA

) 88.

FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 15 day of 0.10 bec 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, NATHAN DAVIS to me known and known to be the individual described in and who executed the foregoing Irrevocable Power of Attorney and as the MEMBER/MANAGER OF HARD WORK LLC.

He acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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Kaitlyer a NEUShun

NOTARY PUBLIC KAITLYN A STANSBERRY STATE OF ALASKA

Notary Public m and for Alaska My Commission Expires: 07/29 17073



4 of 4 2020-019586-0

eRecorded Document

CC FINANCING STATEMENT				
DLLOW INSTRUCTIONS				
E-MAIL CONTACT AT FILER (optional)				
. SEND ACKNOWLEDGMENT TO: (Name and Address)				
John Jackovich				
Dakota Ventures, Inc.	1			
PO Box 80966 Fairbanks, AK 99708				
Fairbanks, AK 99708	1			
	A DESCRIPTION OF THE OWNER OF THE		R FILING OFFICE USE	
DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use ex name will not fit in line 1b, leave all of item 1 blank, check here and	act, full name; do not omit, modify, or abbreviate provide the Individual Debtor information in item 1			
1a. ORGANIZATION'S NAME Hard Work LLC	·			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
			,	
MAILING ADDRESS	CITY Fairbanks	STATE AK	POSTAL CODE 99701	
DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use ex			1	10.011
	provide the Individual Debtor information in item			
2a. ORGANIZATION'S NAME		Lineurus		
	FIRST PERSONAL NAME	ADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX
2b. INDIVIDUAL'S SURNAME	CITY	STATE	POSTAL CODE	COUNTR
2b. INDIVIDUAL'S SURNAME	СІТҮ	STATE	POSTAL CODE	COUNTR
2b. INDIVIDUAL'S SURNAME MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNO				COUNTR
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2b. INDIVIDUAL'S SURNAME MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNO	R SECURED PARTY); Provide only one Secureo	l Party name (3a or 3b)	
2b. INDIVIDUAL'S SURNAME MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNO 3a. ORGANIZATION'S NAME Dakota Ventures, Inc.		l Party name (3a or 3b		COUNTR
2b. INDIVIDUAL'S SURNAME MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNO 3a. ORGANIZATION'S NAME Dakota Ventures, Inc.	R SECURED PARTY); Provide only one Secureo	l Party name (3a or 3b)	COUNTR SUFFIX COUNTR

1. Personal property as described on Exhibit A.

2. Alaska Liquor License #556. With regards to Liquor License #556, the following provisions apply: 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:		6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction	A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable):	Consignee/Consignor Seller/Buy	er Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:		

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)



When Recorded Return To: Name: Burglin & Doxey, PC Mailing Address: 100 Cushman Street, Suite 310 City, State, Zip: Fairbanks, AK 99701

Fairbanks Recording District

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR RECORDING DATA AND TO COMPLY WITH MARGIN REQUIREMENTS SET FORTH IN 11 AAC 06.040 OF TITLE 11 OF THE ALASKA ADMINSTRATIVE CODE.

DO NOT DETACH

IRREVOCABLE LIMITED POWER OF ATTORNEY This Power of Attorney is coupled with an interest and is therefore irrevocable

PURSUANT TO the terms and conditions of the Short-Form Agreement Regarding Hard Work LLC's Purchase of "International Hotel & Bar" and other Assets dated July 8, 2020, and the other Transaction Documents described herein, all of which are to being executed at the closing of the sale of certain real property located at 122 N Turner Street, Fairbanks, the sale of the Beverage Dispensary (hereinafter "License") and the sale of the personal property, furniture, fixtures and equipment located thereon

Hard Work LLC, an Alaskan Limited Liability Company whose address for all purposes herein is 511 30th Ave, Fairbanks, Alaska 99701 (hereinafter "Current Licensee") now operating that certain Beverage Dispensary Liquor License No. 556 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board"), and who purchased the real property and improvements, the liquor license, and the personal property as part of the transaction described herein and as identified in the Transaction Documents described below,

HEREBY IRREVOCABLY appoints Dakota Ventures, Inc. whose address for all purposes herein is 122 N Turner Street, Suite 10, Fairbanks, Alaska, 99701, as the Current Licensee's attorney-in-fact, with full power of substitution, for the purpose of executing and delivering any and all documents and otherwise taking any and all steps whatsoever required or pertinent to the retransfer, renewal or operation of said License in the event of the Current Licensee's default in its payment or performance obligations set forth in the Transaction Documents.

This appointment is made for the sole purpose of securing the obligations set forth in the following Transaction Documents:

a) Short-Form Agreement Regarding Hard Work LLC's Purchase of "International Hotel & Bar" and other Assets dated July 8, 2020 and;

b) Purchase Money Security Agreement dated <u>10-13</u>, 2020.

c) Deed of Trust dated _/0-/3-____, 2020.

d) Promissory Note dated September 4, 2020.

e) Irrevocable Limited Power of Attorney dated ______, 2020.



2 of 4 2020-019586-0

eRecorded Document

AMCO received 11/5/20

Absent default by the Current Licensee under any of the payment or performance obligations as set forth in these Transaction Documents, this Power of Attorney shall be without force and effect.

In the event of default by the Current Licensee in its payment or performance obligations under the Transaction Documents described herein or as otherwise set out in related documents, the Current Licensee irrevocably and unconditionally authorize the Prior Licensee, (as Current Licensees' attorney-in-fact), to execute and deliver any and all documents and otherwise take any and all steps whatsoever required or pertinent to the operation, retransfer or renewal of said Licenses in order to effectuate the terms and provisions of the Transaction Documents and to secure the Prior Licensee's rights set forth therein.

The purpose of this Intervocable Power of Attorney is to enable Dakota Ventures, Inc., as a prior licensee holding a security interest in the Liquor License, in the event of Current Licensee's default, to have the same rights and powers with respect to the License, which is the subject hereof, that the Prior Licensee has and could have in all instances when the operation, retransfer, renewal or any other disposition of said Liquor License is involved.

In no event shall this Irrevocable Power or Attorney be deemed to create any liability or responsibility on the part of the Personal Representative with respect to the subject License, unless and until the legal and equitable title thereto shall re-transferred to the Personal Representative or his successors or assigns.

This Irrevocable 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.

NOTARY BLOCKS & SIGNATURES ON FOLLOWING PAGES



3 of 4 2020-019586-0

From:	Alcohol Licensing, CED ABC (CED sponsored)
To:	Jason Doxey
Cc:	"Nathan Davis"; John Jackovich; Alcohol Licensing, CED ABC (CED sponsored)
Subject:	#556 Incomplete Transfer Application - follow up
Date:	Thursday, October 22, 2020 2:29:29 PM
Attachments:	556 International Hotel Bar Second Incomplete Application Letter 101620 Final.pdf
Date:	#556 Incomplete Transfer Application - follow up Thursday, October 22, 2020 2:29:29 PM

Good afternoon, Jason et al. My supervisor also studied the relevant statutes/regulations and has responded back:

"If the current owner of 556, wishes to retain the right to retransfer the license back to themselves in the event that the purchaser defaults (and not have to get approvals from any creditors) then it is <u>absolutely</u> a security transfer. And yes, that is why an itemized inventory is needed."

I am glad to hear Hard Work has retained you as counsel, as lawyers are invaluable for these types of transactions.

In conclusion, the State of Alaska's position is that this transfer meets the definition of a security transfer. Therefore, everything that was requested in the attached second incomplete notice (itemized inventory, etc.) remains mandatory. However, in deference to us not being able to respond in a timely manner during the COVID evacuation, Carrie has authorized a 14-day extension deadline effective today, as the original deadline expired earlier this week.

Corrections deadline is now adjusted to Thursday November 5th, 2020 4:30 pm.

Thanks,

Nathan Hall

Occupational Licensing Examiner Alcohol and Marijuana Control Office 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 907-269-5065 <u>alcohol.licensing@alaska.gov</u> marijuana.licensing@alaska.gov

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Sent: Wednesday, October 21, 2020 10:41 AM
To: 'Jason Doxey' <Jason@burglindoxey.com>; Alcohol Licensing, CED ABC (CED sponsored)
<alcohol.licensing@alaska.gov>

Cc: 'Nathan Davis' <alaskanbuilder@gmail.com>; John Jackovich <John@bigifairbanks.com> **Subject:** #556 Incomplete Transfer Application - follow up

Jason, good morning. I wanted to let you know that due to COVID related office issues, compounded by the upcoming 3 day board meeting, my supervisor does not yet have an authoritative answer to your question(s). I now anticipate an answer by tomorrow COB. Just wanted you to know I haven't forgotten about you.

Cheers,

Nathan Hall

Occupational Licensing Examiner Alcohol and Marijuana Control Office 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 907-269-5065 <u>alcohol.licensing@alaska.gov</u>

marijuana.licensing@alaska.gov

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From: Jason Doxey [mailto:Jason@burglindoxey.com]

Sent: Friday, October 16, 2020 12:03 PM

To: Alcohol Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>

Cc: 'Nathan Davis' <<u>alaskanbuilder@gmail.com</u>>; John Jackovich <<u>John@bigifairbanks.com</u>>

Subject: RE: #556 Incomplete Transfer Application - follow up

Good morning Mr. Hall,

I am Hard Work LLC's attorney. There has been some confusion on our end, or possibly on your end, regarding security interests connected with Hard Work LLC's purchase of the Big I and the transfer of the liquor license. The parties to the sale of this business <u>do</u> <u>not</u> intend to establish a security interest in the liquor license. AS 04.11.670 prohibits a liquor license from being pledged as collateral to secure a debt, except in conjunction with the transfer of the liquor license. But this statute does not make it mandatory that the liquor license be pledged as collateral (creating a security interest in the liquor license). With respect to the purchase and sale of the Big I, the parties have opted <u>not</u> to use the liquor license as collateral to secure Hard Work LLC's debt. There is other property pledged as collateral, as well as a security interest in the real property established by the Deed of Trust, but not the liquor license. That is why the documents included with the liquor license transfer application do not reference a security interest in the liquor license.

If there is some reason that the liquor license must be pledged as collateral, even though AS 04.11.670 only makes it optional, please let me know so that we can follow up to get the necessary documents submitted.

Thanks,

Jason F. Doxey

Burglin & Doxey, PC 100 Cushman Street, Suite 310 Fairbanks, Alaska 99701 (907) 456-4020 (907) 456-4025 (Fax)

From: Alcohol Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>
Sent: Friday, October 16, 2020 11:34
To: John Jackovich <<u>John@bigifairbanks.com</u>>
Cc: 'Nathan Davis' <<u>alaskanbuilder@gmail.com</u>>; Jason Doxey <<u>Jason@burglindoxey.com</u>>; Alcohol
Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>
Subject: #556 Incomplete Transfer Application - follow up

Good morning, John.

Thank you for your kind words yesterday, that was very nice of you to say. I am happy to report everyone for the time being appears to be healthy. ***fingers crossed***

Attached is a letter listing in detail the few remaining items required in order to complete this transfer application.

Thanks,

Nathan Hall

Occupational Licensing Examiner Alcohol and Marijuana Control Office 550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

907-269-5065

alcohol.licensing@alaska.gov marijuana.licensing@alaska.gov

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From: Alcohol Licensing, CED ABC (CED sponsored)

Sent: Thursday, October 15, 2020 11:03 AM

To: John Jackovich <<u>John@bigifairbanks.com</u>>; Alcohol Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>

Cc: 'Nathan Davis' <<u>alaskanbuilder@gmail.com</u>>; 'Jason Doxey' <<u>jason@burglindoxey.com</u>> **Subject:** RE: #556 Beverage Dispensary Final Documents-follow up

Good morning,

I certainly understand your frustrations. The pandemic has made these last six months very challenging for everyone. On average the entire application process can take anywhere from three to six months. That said, I can tell you that many applicants have experienced a longer review period in the last few months. However we must remain consistent and treat every applicant equitably.

Please see below for my answers:

- 1. The various state agencies will be notified of the application once the examiner deems the application complete after review of all required corrections. Local governing bodies are allowed by statute to consider either protesting the application or not for 60 days after the date they were notified.
- 2. Because #556 expires at the end of 2020, the current owner, Dakota Ventures Inc., is required to complete and submit the renewal application and fees.
- 3. Dakota Ventures Inc. The 2021 board meeting calendar has not been approved by the ABC Board (that will happen 10/27/20) however the next meeting should be held in January.

Regretfully, the deadline to have all the required corrections submitted so the examiner could

deem the application complete was close of business 10/9/20. The agenda has been finalized for the 10/27/20 meeting and cannot be modified at this time.

Respectfully,

Garrie Graig

Records and Licensing Supervisor Alcohol and Marijuana Control Office 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 907-269-0350

From: John Jackovich [mailto:John@bigifairbanks.com]
Sent: Wednesday, October 14, 2020 2:25 PM
To: Alcohol Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>
Cc: 'Nathan Davis' <<u>alaskanbuilder@gmail.com</u>>; 'Jason Doxey' <<u>jason@burglindoxey.com</u>>
Subject: RE: #556 Beverage Dispensary Final Documents-follow up

First Question Nathan, I would like to ask, at what point, are the city of Fairbanks & the Fairbanks North Star Borough asked to approve our request as it comes from AMCO. These could have been already sent and approved from both Government agencies to help complete your total completed package earlier which is a separate process implemented by your Department.

Second Question: Am I going to have to send in a renewal application & funds before end of year in order to still have an active license in 2021?

Third Question:Who will have to send in the renewal 1. Hard Work LLC or 2. DakotaVentures?Because my License is up for renewal at years end, it seems a little confusing. If wehave a completed package, when is the next Board meeting? Is it after the first of the year?

Is there any way we can still get this completed and added as an addendum to the Boards packet.? Your office must have some leeway for these uncertain conditions and because of the loss of back and forth over these corrections, I believe we sincerely deserve a second look and opportunity to make the October 27th agenda. Please Help me in this request, If you need to have the Director call me please do, I am not comfortable in this position, especially as we are only doing 50% or less in sales due to the Covid 19 pandemic. Thanks for your time.

From: Alcohol Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>
Sent: Wednesday, October 14, 2020 1:47 PM
To: John Jackovich <<u>John@bigifairbanks.com</u>>; Alcohol Licensing, CED ABC (CED sponsored)
<alcohol.licensing@alaska.gov>

Cc: Nathan Davis <<u>alaskanbuilder@gmail.com</u>>; Jason Doxey <<u>jason@burglindoxey.com</u>>

Subject: #556 Beverage Dispensary Final Documents-follow up

Hello, John.

Our office has received your corrected documents as of 10/13/20 and is currently reviewing them.

I regret to inform you that the deadline for corrected/completed applications to be considered for the 10/27 meeting ended last Friday 10/9/20. Once application has been deemed complete, the next deadline is in December 18, 2020 in order to make the next meeting tentatively scheduled for 1/4/2021.

Thanks,

Nathan Hall

Occupational Licensing Examiner Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

907-269-5065

alcohol.licensing@alaska.gov marijuana.licensing@alaska.gov

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From: John Jackovich [mailto:John@bigifairbanks.com]

Sent: Tuesday, October 13, 2020 4:00 PM

To: Alcohol Licensing, CED ABC (CED sponsored) <<u>alcohol.licensing@alaska.gov</u>>

Cc: Nathan Davis <<u>alaskanbuilder@gmail.com</u>>; Jason Doxey <<u>jason@burglindoxey.com</u>>

Subject: #556 Beverage Dispensary Final Documents

Nathan, attached you'll find the final documents for review that AMCO has requested to complete our application for approval, and forward on to the AMCO Board meeting agenda dated October 27. I have only attached the sectional documents (LISTED BELOW) that you have asked to be corrected and submitted. I have omitted any additional documents originally sent that were accepted by AMCO. This has been a very very unique experience and your help has been more then greatly appreciated. I stand ready to address any issues that may have been an oversite. Thanks.,,, John J

• AB-01: Transfer License Application

- Section 1
- Section 2

- <u>Section 5</u>
- Section 6
- Section 8
- <u>AB-02: Premises Diagram</u> (sent earlier Thursday October 8th 2020) Currently under your review.
- <u>AB-07: Public Notice Posting Affidavit</u>
 - <u>Section 1</u>
 - Section 2
- <u>AB-08: Authorization of Records Release</u>
- <u>Fingerprints & Fees (not Required)</u>
 - Mr. Nathan Davis will address instructions on (refund & fingerprint cards). This should not hold up final approval of supplied/required Documents sent on this email. If it does affect your completion and forwarding of completed/approved documents to AMCO Board, Please notify me immediately and I will have him send instructions immediately. Thanks.
 - Correct spelling (Dayton MacCallum)
 - Section 3 Letter attached (written explanation, offense)
- Publisher's Affidavit (One-time republish)
 - *NOTE: Inserted under AB-07: after section # 2
- <u>Security Interest Documents:</u> Submitted following documents
 - UCC Financing Statement # 2020-022558-1
 - Purchase money Security Agreement. (Furniture, Fixtures & Equipment)
 - Bill of sale (Beverage Dispensary License & Personal Property)
 - Deed of Trust
 - Irrevocable Power of Attorney
 - Statutory Warranty Deed



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

Alaska Alcoholic Beverage Control Board *Form AB-01: Transfer License Application

What is this form?

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

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

Section 1 – Transferor Information

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

Licensee:	Dakota Ventures In	C	License #:		556
License Type:	BEVErage DisPensar	¥	Statutory Referen	ce:	AS04.11.090
Doing Business As:	International Hote		Bar		
Premises Address:	122 N TURNER St				
City:	Fairbanks s	itate:	Alaska	ZIP:	99201
Local Governing Body:	City of Farbank	5			

Transfer Type:



Regular transfer

Transfer with security interest

Involuntary retransfer

	OFFICE USE ONLY
Complete Date:	Transaction #:
Board Meeting Date:	License Years:
Issue Date:	BRE:

[Form AB-01] (rev 10/10/2016)

Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u> <u>https://www.commerce.alaska.gov/web/amco</u>

Phone: 907.269.0350

STATE OF ALLSKA

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:	Hard Work LLC				
Doing Business As:	International Hotel &	Bar			
Premises Address:	122 North Turner Stre	eet			
City:	Fairbanks	State:	AK	ZIP:	99701
Community Council:				<u>-</u>	I

Mailing Address:	511 30th Ave				
City:	Fairbanks	State:	AK	ZIP:	99701

Designated Licensee:	Nathan Davis		
Contact Phone:	907-795-0515	Business Phone:	907-456-6437
Contact Email:	alaskanbuilder@gmail.com		

Seasonal License?

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.

OC

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.

[Form AB-01] (rev 10/10/2016)

No

Yes



Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any <u>sole proprietor</u> 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:	pplicant affiliate			
Name:				
Address:				
City:		State:	ZIP:	
This individual is an:	applicant			
Name:				
Address:				
City:		State:	ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any <u>entity</u>, 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 <u>corporation</u>, 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 <u>limited liability organization</u>, 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 <u>partnership</u>, including a <u>limited partnership</u>, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Nathan Davis					
Title(s):	Manager, Member	Phone:	907-795-0515	% Owr	ned: 50	
Address:	511 30th Ave					
City:	Fairbanks	State:	AK	ZIP:	P: 99701	

Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501

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

alcohol.licensing@alaska.gov

Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Fuelte Official	Dayton MacCallum					
Entity Official:	Dayton MacCallum					
Title(s):	member	Phone:	907-888-5880	% Owr	ned: 10	
Address:	810 College Rd.					
City:	Fairbanks	State:	AK	ZIP:	99701	
	5			·		
Entity Official	Michael Kralman					

Entity Official:	Michael Kralman				
Title(s):	Member	Phone:	907-378-8677	% Owne	ed: 10
Address:	3795 Swenson Ave.	·			
City:	Fairbanks	State:	AK	ZIP:	99709

Entity Official:					
Title(s):	Phone:	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 #:	10136165	AK Formed Date:	6-26-20	Home State: AK
Registered Agent:	Nathan Q	auis	Agent's Phone:	907-795-0315
Agent's Mailing Address:	SN 30 MA	WC.		
City:	Garbouks	State: ALC		ZIP:99701

Residency of Agent:

Yes No

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



[Form AB-01] (rev 10/10/2016)



Alcoho! and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u> https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

	Alaska Alcoholic Beverage Control Board		
STATE OF ALASKA	Form AB-01: Transfer License Application		
	Section 6 – Other Licenses		
vnership and financial i	nterest in other alcoholic beverage businesses:	Yes	No
	ative or owner named as a transferee in this application have any direct or indirect any other alcoholic beverage business that does business in or is licensed in Alaska?	~	
license number(s) and The following me Nathan Davis, D	h individual(s) has the financial interest, what the type of business is, and if licensed in Ala license type(s): embers have financial interest in "The Blue Loon" License #3195 ayton MacCallum, Lee Addison, Joe Knabe, Marcie McLeod-Prevost ennis McCormick.	enorthe	
	Section 7 – Authorization		
mmunication with AM	CO staff:	Yes	No
Does any person of AMCO staff?	ther than a licensee named in this application have authority to discuss this license with		~
If "Yes", disclose the r	name of the individual and the reason for this authorization:		
			87



Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u> <u>https://www.commerce.alaska.gov/web/amco</u>

Phone: 907.269.0350

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.

<u>Vicki</u> k <u>ackor</u> Signature of transferor

Vicki K Jackou

Printed name of transferor

Subscribed and sworn to before me this _____ day of ______

State of Alaska NOTARY PUBLIC Betsy Campbell My Commission Expires Jun 17, 2023

Signature of Notary Public Notary Public in and for the State of

My commission expires:

m Jackaich

ACKOUYCH

Printed name of transferor

Subscribed and sworn to before me this $\underline{\bigcirc}$ day of $\underline{\bigcirc}$

State of Alaska NOTARY PUBLIC Betsy Campbell My Commission Expires Jun 17, 2023

Signature of Notary Public

Notary Public in and for the State of My commission expires:

[Form AB-01] (rev 10/10/2016)

AMCO received 10/14/20

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Phone: 907.269.0350



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.

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

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.

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.

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

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

Signature of transferee

Printěd name

Subscribed and sworn to before me this 23° day of

NOTARY PUBLIC

20 ZO. Signature of Notary Public

JASON F. DOXEY Ala Notary Public in and for the State of STATE OF ALASKA My commission expires: 8-18-202

[Form AB-01] (rev 10/10/2016)



Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u> https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

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

What is this form?

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

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

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

Yes No

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

Section 1 – Establishment Information

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

Licensee:	Hard Work LLC	License Number:		556		
License Type:	Beverage Dispensary License					
Doing Business As:	The International Hotel & Bar					
Premises Address:	122 North Turner Street					
City:	Fairbanks	State:	AK	ZIP:	99701	



Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u> https://www.commerce.alaska.gov/web/amco

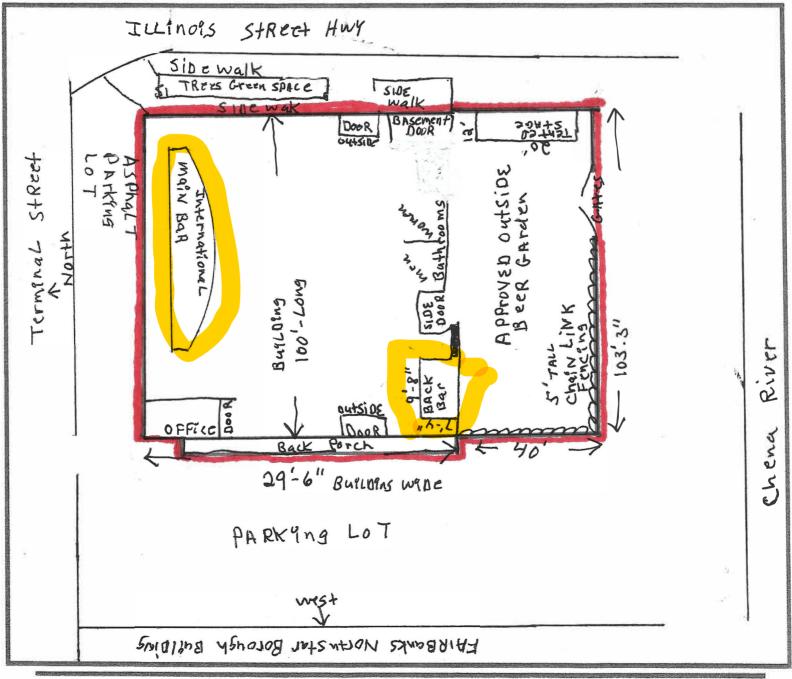
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

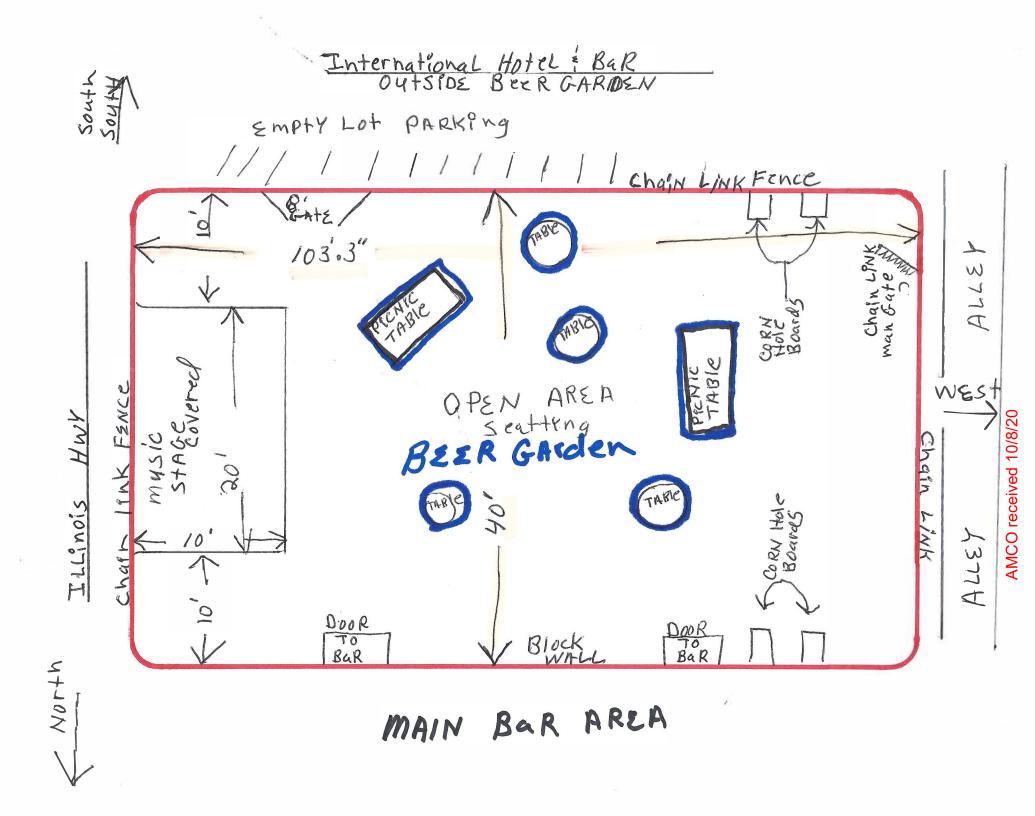
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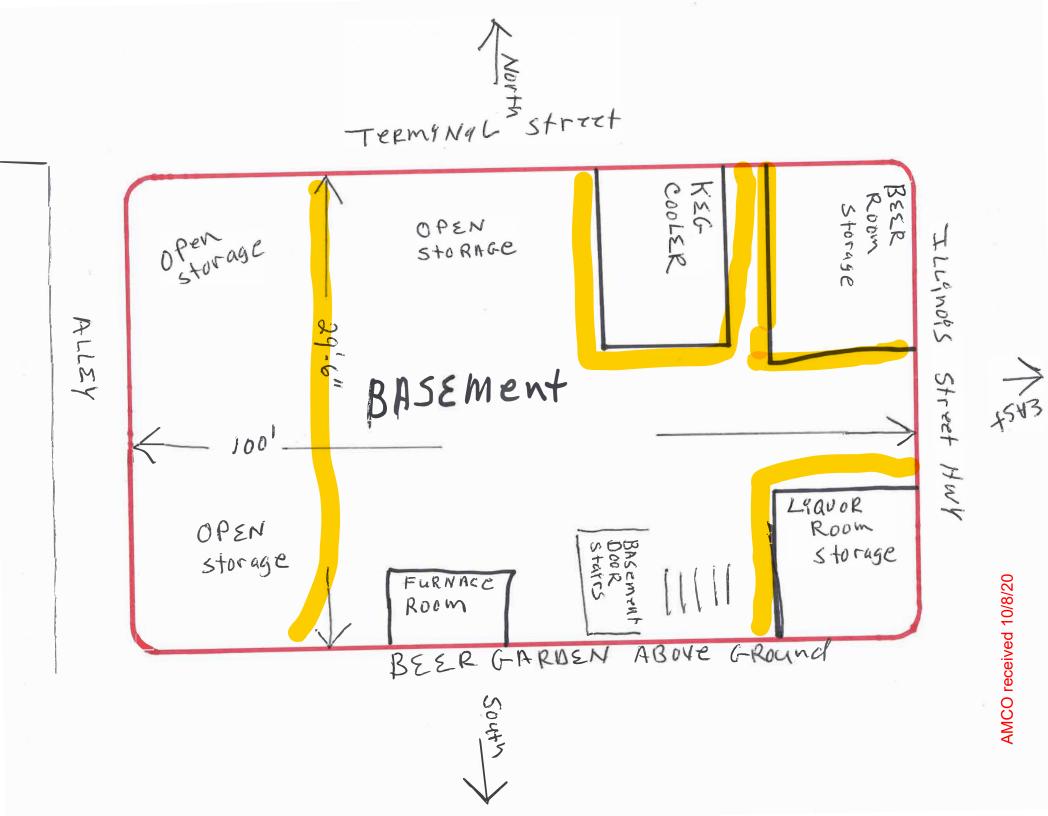
Section 2 - Detailed Premises Diagram

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



[Form AB-02] (rev 06/24/2016)





International Hotel & Bar Outdoor/Indoor Serving Security Plan

- 1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
- 2. All new patrons are carded upon ordering alcohol.
- 3. All staff is trained in the identification of fake IDs.
- 4. 5' Chain Link fencing is around the outdoor servicing area.
- 5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
- 6. Proper egress from the outdoor service area will always remain unobstructed.
- 7. ABC mandated posters as required by law are posted inside International Hotel & Bar and at the entrances of the outdoor seating area.
- 8. All entrances and exits will provide clear notice that NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.
- 9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.
- 10. All safety related operations for our current liquor service will additionally be enforced in the new service area.
- 11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
- 12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
- 13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
- 14. Servers will be present in the outdoor area to monitor consumption.

2nd floor, International Hotel & Bar

Second floor of International Hotel & Bar is used for a private residence, and small office only. No sale or storage of alcohol is permitted upstairs. No Public access can be gained from the licensed premises. Only 1st floor & Basement are used under licensee supervision. Please let me know if you need any additional information. John Jackovich 978-7711.

