



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**

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

**MEMORANDUM**

TO: Alcoholic Beverage Control Board

DATE: October 11, 2022

FROM: Kristina Serezhenkov, OLE

RE: #4278 Rick's Liquor

**Requested  
Action:**

Involuntary retransfer of ownership

**Statutory and  
Regulatory  
Authority:**

**3 AAC 304.107 Compelled transfer of license; security interest**

(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:

(1) the security interest was established in the previous transfer in accordance with 3 AAC 304.106;

(2) the former licensee operated the license that was transferred for at least 240 hours;

(3) the term of a security interest in a license to secure payment for personal property did not exceed 10 years.

(b) The director may identify, in board meeting agendas, those applications for transfer of ownership that are secured as described in this section.

(c) After the foreclosure of real property that secures payment of a debt also secured by a promise under AS 04.11.670, a license may not be retransferred without satisfaction of creditors under AS 04.11.360(4)(A) unless

(1) the board approved an application for retransfer before the foreclosure; or

(2) the amount owed to the former licensee for the real property at the time of foreclosure exceeds the fair market value of the property; the former licensee carries the burden of proof to show that the fair market value is less than the amount owed.

**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.”

- (1) conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.”

**Background:** A completed involuntary retransfer application has been received for liquor license 4278. Staff has reviewed and determined that both the retransfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.107.

**Attachments:** Law Office of Ernouf & Coffey P.C. Memo to AMCO Board  
Transfer Application AB-01 and AB-02 forms  
Security Interest Documents with recorded UCC Continuation  
Original recorded UCC Documents on file

**LAW OFFICES OF ERNOUF & COFFEY, P.C.**  
**P.O. Box 212314**  
**ANCHORAGE, ALASKA 99521-2314**  
**(907) 274-3385**

**MEMO TO AMCO BOARD**

TO: ALCOHOL BOARD STAFF  
FROM: AMANDA SHAWCROSS  
RE: INVOLUNTARY RETRANSFER PACKAGE STORE #4278  
DATE: 9/26/22

The purpose of this memo is to submit to you a completed application for an involuntary retransfer for non-payment relating to package store #4278. I have attached check #5924 in the amount of \$548.25 for the necessary filing fees.

The current Licensee has signed a Quit Claim Deed transferring the real property back to our client. Our offices will get the Deed recorded and send a copy to your offices for the license file.

The following documents are enclosed:

1. Pages 1-7 of the Transfer Application.
2. Creditors Affidavit
3. Statement of Financial Interest.
4. Posting Affidavit.
5. Affidavit Publication.
6. Diagram.
7. Deed.
8. Original Security Documents, a continued UCC Financing Statement. Our offices had recorded to maintain/renew the security interest.
9. First National Bank Alaska Escrow Balance.
10. Fingerprint Cards and AB08 for Richard Koso.

If you have any questions in regards to this Memo or need any additional information, please call our offices directly at (907) 274-3385 or email [ashawcross@eclawfirm.org](mailto:ashawcross@eclawfirm.org).

Thank you for your time and attention to this matter.

AMCO  
SEP 27 2022



## 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:	BERNARDO J. DIAZ, SR.,	License #:	4278
License Type:	PACKAGE STORE	Statutory Reference:	04.11.150
Doing Business As:	BERNADO LIQUORS		
Premises Address:	Bldg. #42078 Main Street		
City:	Adak	State:	AK
		ZIP:	99511
Local Governing Body:	City of Adak		

**Transfer Type:**

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

OFFICE USE ONLY			
Complete Date:	10/11/22	Transaction #:	100461680
Board Meeting Date:	12/12/2022	License Years:	
Issue Date:		Examiner:	KRS





## Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application****Section 2 – Transferee Information**Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Richard R. Koso				
Doing Business As:	Rick's Liquor				
Premises Address:	Bldg. #42078 Main Street				
City:	Adak	State:	AK	ZIP:	99546
Community Council:					

Mailing Address:	P.O. Box 111053				
City:	Anchorage	State:	AK	ZIP:	99511

Designated Licensee:	Richard Koso				
Contact Phone:	907-306-9913	Business Phone:	907-306-9913		
Contact Email:	rrk@mooseak.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.

2,000 Feet

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.

2,000 Feet



## 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:	Richard R. Koso				
Address:	P.O. Box 111053				
City:	Anchorage	State:	AK	ZIP:	99511

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



## Alaska Alcoholic Beverage Control Board

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

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

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

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

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:		AK Formed Date:		Home State:	
Registered Agent:			Agent's Phone:		
Agent's Mailing Address:					
City:		State:		ZIP:	

Residency of Agent:

Yes No

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

☐ ☐





**Alaska Alcoholic Beverage Control Board**

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

**Section 6 – Other Licenses**

**Ownership and financial interest in other alcoholic beverage businesses:**

Yes No

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



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

I have a security interest in the existing license, this application which I am transferring back to myself in agreement with the current licensee.

**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:

The Law Offices of Ernouf & Coffey, P.C. is assisting with the application process.



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.

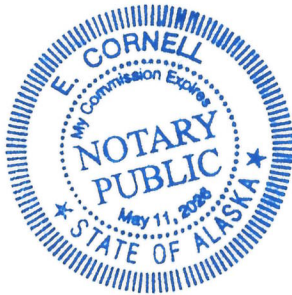


Signature of transferor

Richard R. Koso BY P.O.A. Bernardo J. Diaz, SR.

Printed name of transferor

Subscribed and sworn to before me this 25<sup>th</sup> day of August, 2022.





Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: 05/11/2026

\_\_\_\_\_  
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.

RK

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

RK

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.

RK

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.

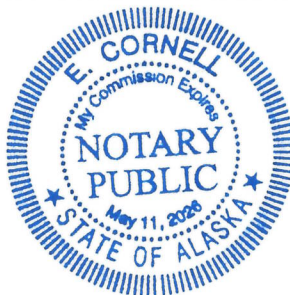
RK

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

RK

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.

RK



E Cornell

Signature of Notary Public

Signature of transferee

Richard R. Koso

Printed name

Notary Public in and for the State of Alaska

My commission expires: 05/11/2026

Subscribed and sworn to before me this 25<sup>th</sup> day of August, 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.

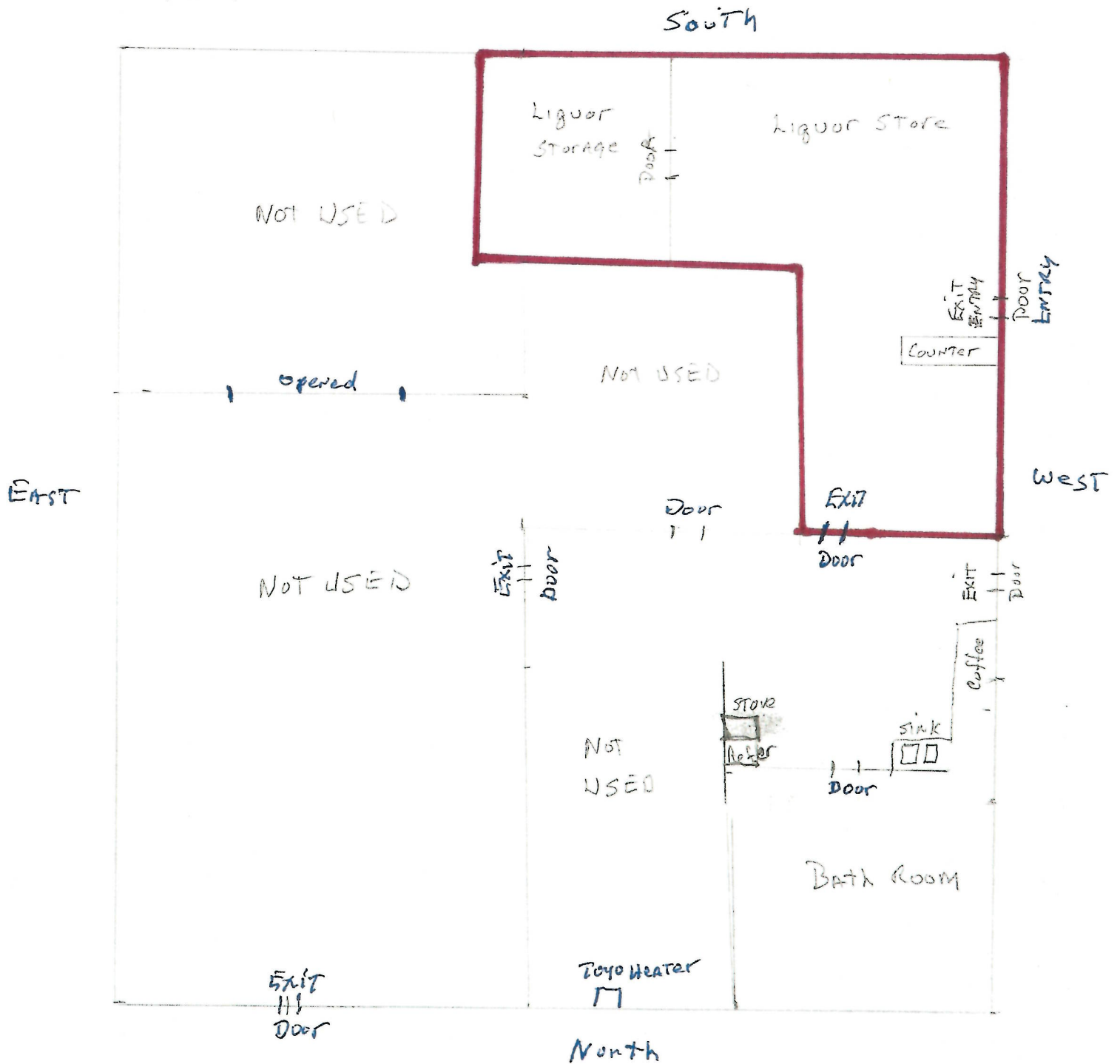
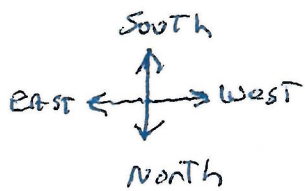


## Section 1 – Establishment Information

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

Licensee:	Richard R. Koso	License Number:	4278		
License Type:	Package Store				
Doing Business As:	Rick's Liquor				
Premises Address:	Bldg. #42078 Main Street				
City:	Adak	State:	AK	ZIP:	99546

Rick's Liquors  
Interior



Nearest Streets

Machanic Rd and Ptarmigan St.

## Ricks Liquors

1. Enter Space: This is a space that is not being used for anything.
2. SITTING AREA: This space is not being used. They use the bath room and sink to get water and wash up.
3. Empty Room: This is only used to get to the bath room.
4. TENANTS AND BUSINESSES: There are no tenants or businesses in the building or on premise.
5. STORAGE ROOM: There is a door to the storage (liquor) area from the license premises area.
6. There is only one floor in building.
7. There are no other buildings on property.
8. There are no other licenses operating on premise or in the building.



**Mooseak**

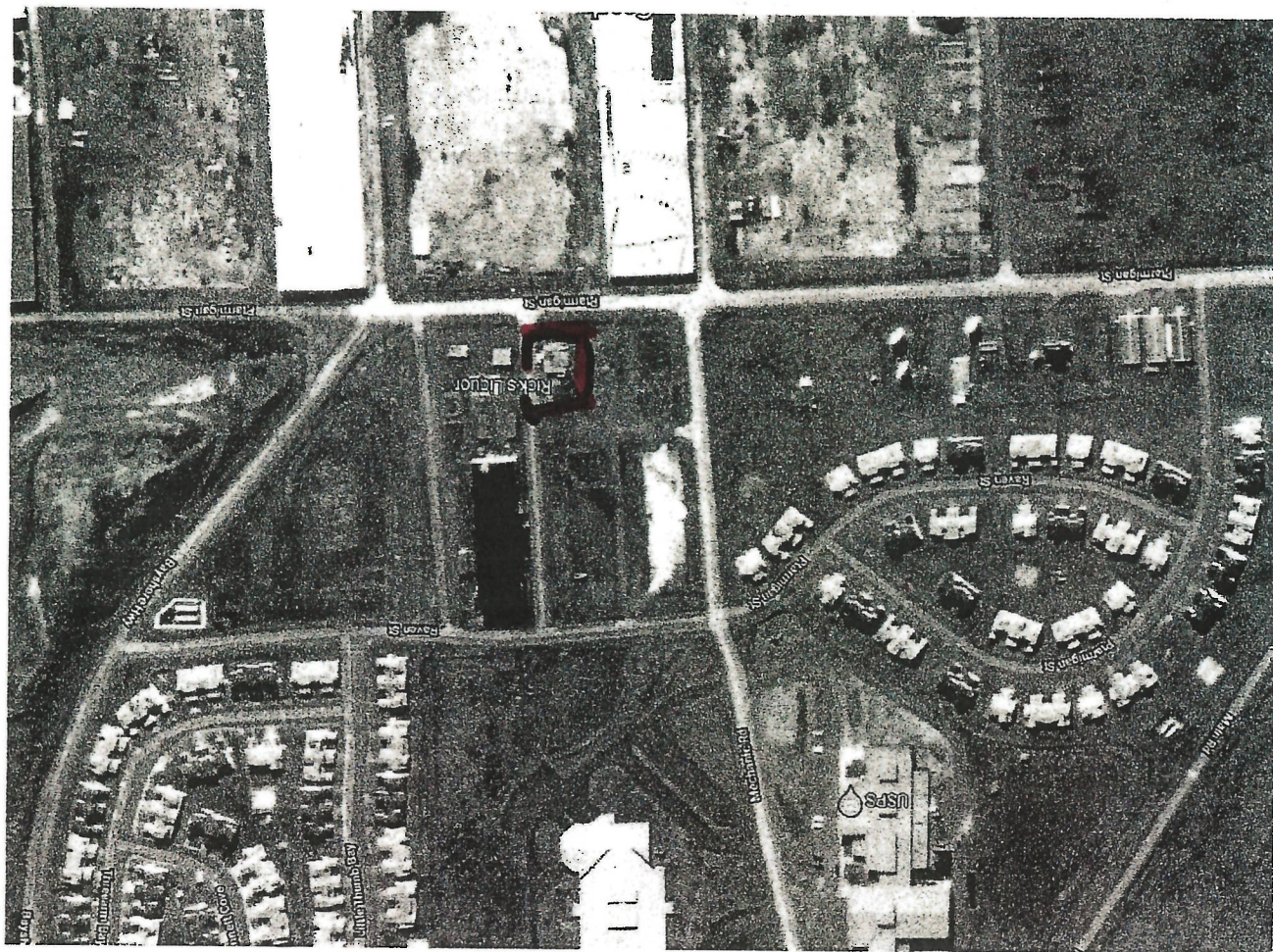
From: "Angela Bourdunkofsky" <ABourdunkofsky@aleutcorp.com>  
Date: Monday, December 11, 2017 3:45 PM  
To: <rich@mosaik.com>  
Attach: Ricks Liquor.JPG  
Subject: trying again

Angela Bourdukovsky  
Admin & Shareholder Affairs Manager

4000 Old Seward Hwy, Suite 300

Toll Free 800.232.4882  
Phone 907.561.4300 | Fax 907.563.4328

**SHAREHOLDERS: Join MyAleutConnection, shareholder portal!**





## QUITCLAIM DEED

THE GRANTOR, BERNADO J. DIAZ, SR., whose address for all purposes herein is P.O. Box 1987, Adak, AK 99546, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Grantors, in hand paid,

HEREBY CONVEYS AND WARRANTS all of his right, title and interest in the following described real property and all improvements thereon to RICHARD R. KOSO whose address for all purposes herein is P.O. Box 111053, Anchorage, Alaska, 99511.

Building #42078, Adak, Alaska 99546 Original Townsite of Adak, according to the official plat thereof, located in the Aleutian Islands Recording District, Third Judicial District, State of Alaska.

DATED at Anchorage, Alaska this 6 day of September 2022

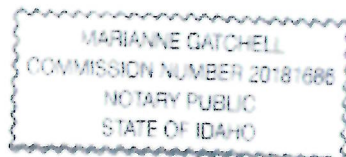
Bernardo J. Diaz  
BERNADO J. DIAZ, SR.

## NOTARY FOR QUITCLAIM DEED

STATE OF ALASKA *Idaho* )  
*Payette County* ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6 day of September 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared BERNADO J. DIAZ, SR., to me known to be the individual who executed the foregoing QUITCLAIM DEED. He acknowledged to me that he signed and delivered the QUITCLAIM DEED as his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal on the day and year in this certificate first above written.



*Marianne Gatchell*  
Notary Public in and for Alaska *Idaho*  
My Commission Expires: 8-24-2024

AFTER RECORDING RETURN TO

Law Offices Ernout & Coffey, P.C.  
PO Box 212314  
Anchorage, Alaska 99521-2314

## PURCHASE MONEY SECURITY AGREEMENT

This Agreement is entered into this 8th day of December, 2017 by and between RICHARD R. KOSO (hereinafter "Secured Party"), whose address for all purposes herein is PO Box 111053, Anchorage, Alaska, 99511, and BERNARDO J. DIAZ, SR., (hereinafter "Debtor") whose address for all purposes herein is PO Box 1987, Adak, Alaska, 99546.

HEREBY agree as follows:

1. Creation of Security Interest. The Debtors hereby grant to the Secured Party a purchase money security interest in the collateral described in Paragraph 2 to secure the payment and performance of the Debtors' obligations to the Secure Party under Paragraph 3.

a) This Security Agreement is intended to create a security interest in the Package Store Liquor License as provided in AS 04.11.670, AS 04.11.360(4)(B) and 13 AAC 104.107. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 13 AAC 104.107, the Secured Party retains a security interest in the Package Store Liquor License which is the subject of this transaction and may, as a result, be able to obtain a retransfer of the License without satisfaction of other creditors.

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

a) Real property and improvements located at Building #42078, Adak, Alaska 99546; and

b) Package Store License No. 4278, issued by the Alcoholic Beverage Control Board, and all renewals thereof; and

c) The furniture, fixtures, equipment and other personal property described on Exhibit "A" attached; and

d) All inventory now owned or hereafter acquired by the Debtors. "Inventory" means all goods, merchandise and other personal property which are held for sale or materials used or consumed, or to be used or consumed, in the Debtors' business.

3. Debtor's Obligations. The obligations of the Debtors to the Secured Party are set forth in the following Transaction Documents:

- a) Asset Purchase and Sale Personal Property and Package Store License dated 8th\_ day \_December, 2017;
- b) Deed of Trust dated \_8th\_ December, 2017;
- c) Deed Trust Note dated 8th\_ December, 2017;
- d) Irrevocable Limited Power of Attorney dated 8th\_ December, 2017.

The Debtors' obligations to make the payments provided for in the Deed Trust Note, has been incurred as a result of the sale of the collateral described in paragraph 2 of this Security Agreement, which sale was made by the Secured Party to the Debtors. The documents described above constitute the Transaction Documents associated with this sale. A default in the performance of any payment or performance obligation set forth herein or in any one or more of the terms and provisions of such Transaction Documents shall be a default hereunder entitling the Secured Party to all remedies provided by law, by this Security Agreement and by the other Transaction Documents including, without limitation, the right to accelerate the sums due on the Deed Trust Note and demand payment in full and the right to re-transfer the package store liquor license.

4. The License. The provisions of this paragraph apply to the License being purchased by the Debtors from the Secured Party:

- a) Debtors shall pay all charges and expenses of any nature whatsoever connected with the operation of the License and its renewal.
- b) Debtors shall be solely responsible for compliance of Debtors and Debtors' employees, agents, business visitors and invitees with all laws, ordinances and regulations in connection with operation of business on the premises in order that any such licensed business shall be conducted only in a lawful and safe manner so that no property damage or personal injury proximately results from such operation and no violation of law, ordinance or regulations occurs that could jeopardize the interests of Secured Party in the License.

c) So as to preclude any claims for business indebtedness being submitted to the Alcoholic Beverage Control Board, the Debtors agree to timely and promptly pay all business creditors for the merchandise or services provided to the business.

d) Debtors agree to do all things necessary to renew said License with the State of Alaska in a timely manner and shall submit the biennial renewal forms to the Alcoholic Beverage Control Board prior to December 1st of each year as required by the regulations of the Alcoholic Beverage Control Board. Should Debtors fail to do so, by the date set forth above, Secured Party shall be entitled to renew said License. For that purpose and to further protect Secured Party's interest in such license, Debtors have executed a Irrevocable Limited Power of Attorney authorizing Secured Party to repossess and cause transfer of the License from Debtors in the event of any default hereunder and to sign any necessary documents for renewal or transfer from the Debtors.

e) Debtors shall operate the licensed business only in the ordinary course; shall operate the business strictly in accordance with law, ordinance and regulation; shall be solely responsible for all operating expenses of the business; and shall not transfer, convey or in any way dispose of or encumber any interest in the License or the other personal property subject to this Security Agreement.

5. Indemnification. The Debtors shall save, protect and hold harmless and indemnify the Secured Party against all liabilities, claims, expenses and losses incurred by the Debtors as a result of any or all of the following:

a) Failure by the Debtors to perform any covenant required to be performed by the Debtors under the terms of this Asset Purchase and Sale Agreement and those Transaction Documents set forth in Paragraph 3 above.

b) Any accident, injury or damage which may arise out of any injury to or death of persons or damage to property arising from the Debtors use and occupancy of the collateral, including, without limitation, any of the foregoing arising out of the actions, omissions of or use by the Debtors, its agents, employees, members or invitees.

c) Debtors failure to substantially comply with any requirement of any governmental authority, local, state or federal, or any regulatory agency of any local, state or federal government authority.



d) Any action or non-action by the Debtor causing the State of Alaska, Alcoholic Beverage Control Board to cancel, suspend or revoke, or attempt to cancel, suspend or revoke the License sold hereunder.

e) Any violation of the law or regulation in connection with the licensed business or the operation of the License.

f) Any action or non-action by the Debtors causing the City of Anchorage to protest renewal of the License sold hereunder.

6. Financing Statement. Debtors, upon request by Secured Party, will at any time and from time to time execute within fifteen (15) days of a 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 Party may reasonably request.

7. Default. Debtors shall perform all of his obligations according to the terms of those Transaction Documents set forth in paragraph 3 above and as provided in this Purchase Money Security Agreement. Any breach of the terms and provisions of the Transaction Documents or failure of the Debtors to fulfill any of their 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 Debtors; and
- iii) a bankruptcy petition being filed by or against Debtors pursuant to which Debtors are adjudicated bankrupt; and
- iv) dissolution, merger, consolidation or transfer of a substantial part of the assets of Debtors, which assets are associated with the above-described business; and

- v) failure of the Debtors to operate the License in accordance with the statutes and regulations associated with the sale of alcoholic beverages in the State of Alaska so as to cause the Alcoholic Beverage Control Board to revoke or suspend the License or to attempt to suspend or revoke the License.
- b) Upon the default of Debtors, Secured Party may, with thirty (30) days advance written notice to Debtors, and without waiving any other rights hereunder, take appropriate action to cure such default or validate such warranty, and add its expenses, including reasonable attorney's fees, to the obligations secured hereby.
- c) Until default, Debtors 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 City of Adak.
- d) Upon default by Debtors, Secured Parties shall have all rights and remedies of a Secured Parties 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, the right to operate the licensed business and the right to accelerate the balance due on the Deed Trust Note.

8. Representations and Warranties. Debtors represent and warrant as follows:

- a) The making of this agreement is not in contravention of any other agreement by which Debtors are bound.
- b) Except for the security interest granted hereby, Debtors are 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 Debtors have furnished to Secured Party accurately represents the financial condition of Debtors.

d) Debtors 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 Debtors 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, Debtors shall not sell, grant a security interest in, or otherwise dispose of an interest in the collateral without the written consent of Secured Party.

9. Notices. Any notice of sale, disposition or other intended action by Secured Party sent to Debtors, at least thirty (30) calendar days prior to such action, at the address herein stated, at any other address of Debtors shown on Secured Party's records subsequent to this agreement, or at such other address designated in writing by Debtors with reference to this transaction shall constitute reasonable notice to Debtors.

10. Payment of Taxes, Fees and Business Expenses. Before their delinquency, Debtors 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.

11. Insurance. Debtors shall maintain insurance on the collateral in full force and effect as provided in the transaction documents set forth in paragraph 3 as follows:

a) Bodily Injury and Property Damage Liability Insurance, including premises liability, personal injury liability, Alaskan suits, liquor law liability (dram shop liability) with a minimum limit of liability of \$1,000,000.00. Such insurance shall provide that the Secured Party shall be a co-insured.

b) A policy of fire and extended coverage insurance insuring the furniture, fixtures, equipment, the inventory and other personal property at full replacement cost with the Secured Party named as a loss payee.

c) Worker's Compensation Insurance for all employees as required by state law.

d) Such insurance shall be obtained from an insurance company qualified to do business in the State of Alaska. A copy of the policy(ies) and certificate(s) of insurance shall be delivered to the Secured Party at closing and, subsequently

whenever such insurance is changed or renewed. Such insurance shall be obtained and maintained at the Debtors' sole expense.

13. General.

- a) The provisions hereof shall bind and inure to the benefit of the parties' successors and assigns.
- b) Time shall be of the essence for the performance of any of the covenants and the fulfillment of any of the conditions hereof.
- c) All of Secured Party's rights either provided herein or in any other Transaction Document shall be cumulative and may be exercised separately or concurrently.
- d) No waiver by Secured Party of any default shall operate as a waiver of any other default or of a like default on a future occasion. Only waivers in writing and signed by Secured Party shall be effective. No delay or omissions on the part of Secured Party in exercising any of their rights shall operate as a waiver of such right or any other right.
- e) The collateral shall include whatever rights Debtors has against persons who guarantee payment or collection.
- f) Wherever the context herein so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural.
- g) This Security Agreement has been delivered to Secured Party in the State of Alaska and shall be construed under the laws of the State of Alaska.
- h) If any provision of this agreement is prohibited or invalid under law in some part or under some circumstances, such provision, and all other provisions herein shall otherwise remain in full force and effect.
- i) Any demand or notice made or given by Secured Party upon or to Debtors shall be effective when mailed postage prepaid to the address of Debtors herein set forth, or when delivered personally to Debtors. When Secured Party uses the address at which he customarily communicates with Debtors, such demand or notice shall likewise be effective.

Executed at Anchorage, Alaska this 8 day of December, 2017.

Bernardo J. Diaz, Sr., Debtor

Richard R. Koso, Secured Party

By: Bernardo J. Diaz SR

Bernardo J. Diaz, Sr.

Personally and Individually

By: Richard R. Koso

Richard R. Koso

Personally and Individually



## IRREVOCABLE LIMITED POWER OF ATTORNEY

PURSUANT TO the terms and conditions of the Contract of Purchase and Sale of Package Store Liquor License and Personal Property dated December Eight (8), 2017, and the other Transaction Documents described herein, all of which are to being executed at the closing of the sale of the Package Store Liquor License (hereinafter "License") and the personal property described on Exhibit A attached to the Transaction Documents,

BERNARDO J DIAZ, SR., personally and individually, whose address for all purposes herein is PO Box 1987, Adak, Alaska, 99546, (hereinafter "Current Licensees") operating that certain License No. 4278 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board"), and who purchased the License as part of the transaction described herein and in the identified Transaction Documents described below,

HEREBY IRREVOCABLY appoint Richard R. Koso, Personally and Individually (and it attorneys and it successors and assigns) whose address for all purposes herein is PO Box 111053, Anchorage, Alaska, 99511, (hereinafter "Prior Licensee"), as the Current Licensees' attorney-in-fact, with full power of substitution, for the purpose, in the event of the Current Licensees' default in its payment or performance obligations set forth in the Transaction Documents, of executing and delivering all documents and otherwise taking any and all steps whatsoever required or pertinent to the retransfer, renewal or operation of said License,

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

- a) Contract of Purchase and Sale of Package Store Liquor License and Personal Property Purchase dated \_\_ December 8th, 2017 and; and
- b) Purchase Money Security Agreement dated \_8th\_ December, 2017 and;
- c) Deed Trust Note dated \_8th\_\_ December, 2017 and;
- d) Deed Trust dated \_8th\_\_\_ December, 2017.

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.

Upon default in its payment or performance obligations under the Transaction Documents described herein by the Current Licensee, the Current Licensee irrevocably and unconditionally authorize the Prior Licensee, (as Current Licensees' attorney-in-fact), to execute and deliver all documents and otherwise take any and all steps whatsoever required or pertinent to the operation, retransfer or renewal of said License 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 the prior Licensee, in the event of Current Licensee' default, to have the same rights and powers with respect to the License, which is the subject hereof, that the Current Licensee have and could have in all instances when the operation, retransfer, renewal or any other disposition of said 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 Prior Licensee with respect to the subject License, unless and until the legal and equitable title thereto shall re-transferred to the Prior Licensee.

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.

DATED at Bark, Alaska this 8<sup>th</sup> day of December, 2017.

BERNARDO J. DIAZ, SR.  
Current Licensee

By: Bernardo J. Diaz SR  
BERNARDO J. DIAZ, SR.

and Guarantor

STATE OF ALASKA )

) ss.

THIRD JUDICIAL DISTRICT )

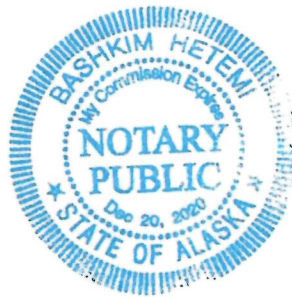
THIS IS TO CERTIFY that on the 8 day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared BERNARDO J. DIAZ, SR. and he executed the foregoing Irrevocable Power of Attorney. He acknowledged to me that he signed 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.

*Bashkim Hetemi*

Notary Public in and for Alaska

My Commission Expires: Dec 20, 2020



## NOTICE OF SECURITY INTEREST IN PACKAGE STORE LIQUOR LICENSE

NOTICE IS HEREBY GIVEN to the Alcoholic Beverage Control Board (hereinafter "ABC Board") and to any and all present or future creditors of BERNARDO J. DIAZ, SR., (hereinafter "Current Licensees"), who own and operate Package Store Liquor License Number 4278;

THAT the Richard R. Koso, Personally and Individually (hereinafter "Prior Licensee,") sold the aforementioned liquor license, real, and personal property associated with the premises; and

THAT the Prior Licensee financed the sale of the License, personal property and, real property, and as a result, retains a Purchase Money Security Interest in the License under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 13 AAC 104.107, which interest was created concurrent with the prior transfer of the License and personal property; and

THAT the transfer of the License from the Prior Licensee to the Current Licensee was recognized and approved by the ABC Board on                     , 2018 as a secured transaction under the provisions of the statutes and regulation cited herein; and


THAT the ABC Board also determined that the Prior Shareholder's security interest in the license is not subject to the ten (10) year limitation on personal property as provided in 13 AAC 104.104 (c) (2) because the security interest is based on the sale of real property, i.e. the land and building wherein the Licensee conducts it business; and

THAT, as a result of the transfer of all of the License and the personal property coupled with the Real Property of the licensed premises, under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 13 AAC 104.107, the Prior Licensee, in the event of the Current Licensees' default in their obligations to the Prior License, have the absolute right to retransfer of the License without satisfaction of other creditors.

The Transaction Documents pertinent to this transfer are on file at the Alcoholic Beverage Control Board.

DATED this 8<sup>th</sup> day of December 2017 at Bark, Alaska.

Prior Licensee

By:   
Richard R. Koso.

By: Bernardo J. Diaz SR  
Bernardo J. Diaz, Sr.  
Licensee and Guarantor

## DEED OF TRUST NOTE

\$165,000.00

December, \_8 / 2017  
Adak, Alaska, 99546

FOR VALUE RECEIVED, BERNRDO J. DIAZ, SR., Personally and Inidividually, hereinafter "Makers" promises to pay to:

RICHARD R. KOSO or Order,  
hereinafter "Holders"

the sum of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS and NO/100s DOLLARS (\$165,000.00), lawful money of the United States of America, with interest thereon, in like money, at the rate four percent (4%) per annum as follows:

Beginning February 1, of 2018, Makers shall pay Holder the sum of ONE THOUSAND FIVE HUNDRED DOLLARS and 00/100s DOLLARS, (\$1,500.00), on the 1<sup>st</sup> day of each month. Such payment shall continue monthly until all principal and accrued interest are to be paid in full.

Any payment not made within thirty (30) days after the monthly due date, shall require the payment of a late payment equal to three hundred (\$300.00) shall be assessed. Such late payment shall be due and payable concurrent with the late monthly payment.

In the event any payment and/or any late payment fee are not made within ~~thirty~~ <sup>thirty</sup> (30) days of the monthly due date for the payment, the Makers shall be in default, without any further notice from the Holders to the Makers being required. *RK*

In the event that the Makers shall default, the principal balance and all accrued interest may, at the option of the Holders, be immediately due and payable, at the option of the Holders.

The Makers may prepay the principal amount due or any part thereof at any time without any consent of the Holders being required.

Nothing herein contained shall require the payment of interest above the maximum lawful rate as of the date hereof.

Pursuant to AS 34.20.160, the Makers hereof is obligated and fully liable for the amount due under this Deed of Trust Note. In the event of default, the Holders have the right to sue on this Note and obtain a judgment against the Makers for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the deed of trust under AS 09.45.170-09.45.220.

The Makers hereby waives diligence, presentment, notice of protest, dishonor, and nonpayment and is bound as a principal and not as a surety. In the event of default, the Makers agrees to pay to Holders, all court or other collection costs and charges, including reasonable attorney's fee.

Payment of this Deed of Trust Note is secured by a Deed of Trust dated \_\_\_\_\_ the 8th day of \_December 2017. In the event the Makers defaults in the performance of any other of its obligations to the Holders as set forth in the Deed of Trust which secures the payment of this Note and fails to cure its default within the time for cure as provided in herein, at the option of the Holders, the principal balance and all accrued interest shall, without further notice, be immediately due and payable. Failure to exercise this option to accelerate the balance due on this Deed of Trust Note shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

This Note shall be construed according to the laws of the State of Alaska.

This Deed of Trust Note shall be paid at an escrow established and maintained at First National Bank Alaska.

DATED at Adak, Alaska this 8th day of December, 2017.

BUYER, MAKER

By: Bernardo J. DIAZ SR.  
BERNARDO J. DIAZ, SR.

**BILL OF SALE**  
**REAL PROPERTY, PERSONAL PROPERTY**  
**PACKAGE STORE LIQUOR LICENSE**

KNOW ALL MEN BY THESE PRESENTS:

That the Richard R. Koso, Personally and Individually, whose address for all purposes herein is P.O. Box 111053, Anchorage, Alaska, 99511, (hereinafter "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby

SELLS, TRANSFERS AND ASSIGNS to" Bernardo J. Diaz, Sr., whose address for all purposes herein is PO Box 1987, Adak, Alaska, 99546, (hereinafter "Buyers"), all of Seller's right, title and interest in Package Store Liquor License No. 4278 (hereinafter "License"), issued by the Alcoholic Beverage Control Board and the real property, as well as personal property described on Exhibit "A" attached which is being sold "Where Is, As Is" after inspection and acceptance by the Buyer without any warranties of fitness or condition of any nature whatsoever.

Seller represents and warrants as follows:

- 1) that he is the owner of the License and the real property, and personal property; that it has the present right to sell the same; and
- 2) that said License and personal property are free and clear of any and all liens or other encumbrances of any nature whatsoever; and
- 3) that Seller warrants to defend the sale of the personal property and the License and the personal property to the Buyer against any person or persons claiming any interest therein; and
- 4) that upon payment of the purchase price to be paid pursuant to a Promissory Note executed by the Buyers in connection with the sale of the License and



the personal property, the Seller will have no further interest in said License;  
and

5) that there are no other warranties which extend beyond this Bill of Sale.

Until such payment, the Seller shall retain a Purchase Money Security Interest in and to the License and the personal property.

DATED at Anchorage, Alaska this 8 day of December, 2017.

Richard R. Koso, Seller

By: 

## STATUTORY WARRANTY DEED

THE GRANTOR, RICHARD R. KOSO, Personally and Individually of P.O. Box 111053, Anchorage, Alaska, 99511, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Grantors, in hand paid,

HEREBY CONVEYS AND WARRANTS to the BERNARDO J. DIAZ, SR., of PO Box 1987, Adak, Alaska, 99546, the following described improved real property:


Building #42078, Adak, Alaska 99546 Original Townsite of Adak, according to the official plat thereof, located in the Aleutian Islands Recording District, Third Judicial District, State of Alaska

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belong or in any wise appertaining as well as all improvements located thereon.

SUBJECT TO reservations and exception contained in the U.S. Patent, easement, conditions, covenants, reservations and restrictions of record; encroachments ascertainable by physical inspection of the property; and easements, recitals, notes, covenants, conditions and reservations appearing on the above plat, if any

DATED at Anchorage, Alaska this 8 day of December, 2017.

### SIGNATURE OF GRANTORS



Richard R. Koso

NOTARY FOR STATUTORY WARRANTY DEED

STATE OF ALASKA )

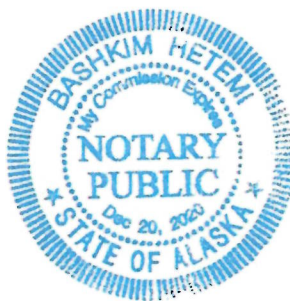
) ss.

THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 8 day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared RICHARD R. KOSO, to me known and known to me to be the owners of the real property described in this Statutory Warranty Deed. They acknowledged to me that they signed the Deed freely and voluntarily for the uses and purposes set forth therein.

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

Bashkim Hetemi  
Notary Public in and for Alaska  
My Commission Expires: Dec 20, 2020



MAIL DEED TO:

Bernardo J. Diaz, Sr.  
PO Box 1987,  
Adak, Alaska, 99546

AMCO  
SEP 27 2022



KOSO-DIAZ  
Jul 18, 2022  
52417698  
1 181



\*\*\*\*\*AUTO\*\*ALL FOR AADC 995  
259 0.4460 AB 0.461 2 1 92  
|||||||||||||||||||||||||||||||||  
RICHARD R KOSO  
PO BOX 111053  
ANCHORAGE AK 99511-1053

## ESCROW DISBURSEMENT NOTICE

Amount Received	1,500.00
Applied to:	
Payer Fee	.00
Late Charge	.00
Interest	579.88
Principal	920.12
New Balance	111,664.34
Amount Due Now	3,095.00
Next Installment Due	05/01/22
Partial Paid	1,405.00
Unpaid Accrued Interest	.00
Interest Paid Thru	07/18/22
Interest Rate	4.000%
Year-to-Date Interest	2,509.37
Year-to-Date Principal	6,490.63
Disbursed:	Amount
Payee Fees	.00
Check/EFT Fee	.00
FNB Checking 3020-477-0	1,500.00

Annual Fee Due Date: 10/30/22

Did you know? You can remind your payer of past-due installments! It's easy with First National's payment reminder service. You choose when to send up to three payment reminder notices, and First National does the rest. Plus, you will be sent a duplicate notice whenever a payment reminder notice is sent to the payer. For more information on how to sign up for this service, call First National's Escrow Department today.

(907) 777-3430 OR 1-(800)-856-4362  
Escrow Department Customer Service  
1751 Gambell Street Suite 128  
P.O. Box 100720 Anchorage AK 99510-0720

\*\*\*\*\* IS YOUR MAILING ADDRESS CHANGING? \*\*\*\*\*  
Please notify First National's Escrow Department IN ADVANCE  
to ensure you continue to receive your statement.

AMCO

SEP 27 2022



## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

Richard Koso 907-306-9913

B. E-MAIL CONTACT AT FILER (optional)

rrk@mooseak.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Richard Koso  
P.O. Box 111053  
Anchorage, AK 99511

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2017-022232-4

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]  
(or recorded) in the REAL ESTATE RECORDSFiler: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:Check one of these two boxes:This Change affects ☐ Debtor or ☐ Secured Party of recordAND Check one of these three boxes to:☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

SEP 27 2022

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
UCC CENTRAL FILE SYSTEMS  
550 W 7TH AVE SUITE 108A  
ANCHORAGE AK 99501-3564  
(907) 269-8873

REC DATE  
08/24/2022

RECEIPT NUMBER  
4916697

RECEIPT DESCRIPTION  
UCC FEE

BANK CD/CK NUMBER: 5522

RECORDING RECEIPT AMOUNT: \$10.00

SERIAL NUMBER INFORMATION

YEAR:2022BEGINNING NUMBER : 13632ENDING NUMBER : 13632

RECORDING FEES	:	FILING FEES	:	\$10.00
COPY FEES	:	CONFORMED COPY FEES	:	
PLAT FEES	:	CERTIFICATION FEES	:	
PLAT COPY FEES	:	OVER SIX NAMES FEES	:	
NON REFUNDABLE	:	COPY SEARCH FEES	:	
OTHER FEES	:	INFORMATION SEARCH FEES	:	
NON STANDARD DOCUMENT:	:			
MYLAR COPY FEES	:			

COMMENTS: CO WB

RECEIPT - DO NOT PAY

TO VIEW RECORDING INFORMATION ON THE INTERNET - PLEASE VISIT OUR WEB SITE AT:  
[WWW.UCC.ALASKA.GOV](http://WWW.UCC.ALASKA.GOV)

REFUNDS ARE ISSUED AT REQUEST FOR \$6.00 AND UNDER.  
PLEASE CONTACT OFFICE FOR PROCESSING. (AAM.40.080).

REMITTER: LAW FIRM OF ERNOUF & COFFEY PC  
PO BOX 212314  
ANCHORAGE AK 99521

AMCO  
SEP 27 2022



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <i>Richard Koso (907) 306-9913</i>
B. E-MAIL CONTACT AT FILER (optional) <i>rrk@moose4k.com</i>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <i>Richard Koso P.O. Box 111053 Anchorage, Ak, 99511</i>

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				
OR	1b. INDIVIDUAL'S SURNAME <i>DIAZ</i>	1c. PERSONAL NAME <i>Bernardo</i>	ADDITIONAL NAME(S)/INITIAL(S) <i>JUARES</i>	SUFFIX <i>US</i>
1c. MAILING ADDRESS <i>P.O. Box 1987</i>	CITY <i>ADAK</i>	STATE <i>AK</i>	POSTAL CODE <i>99546</i>	

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

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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				
OR	3b. INDIVIDUAL'S SURNAME <i>KOSO</i>	FIRST PERSONAL NAME <i>Richard</i>	ADDITIONAL NAME(S)/INITIAL(S) <i>Rudolph</i>	SUFFIX
3c. MAILING ADDRESS <i>P.O. Box 111053</i>	CITY <i>Anchorage</i>	STATE <i>AK</i>	POSTAL CODE <i>99511</i>	COUNTRY <i>US</i>

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

*Package Store License # 4228; Building and Real property with personal property described as*

*8-Tables with 24 chairs*

*Cooking Equipment, silverware, dishes etc.*

*Electric & Gas cooking stove*

*Freezer, refrigerator, washer & Dryer*

*Cash Register, credit card machine, TV, FAX machine & Phone*

*Toyo stove and Toyo hot water heater*

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

AMCC

NS, CCC

A  
L  
A  
S  
K  
A

2017-000370-0

Recording District 305 Aleutian Islands

12/27/2017 01:33 PM

Page 1 of 11



Document Title:

Grantor:

Grantee:

Recording District:

Property Description:

After Recording Return to: Richard Koso

P.O. Box 111053

Anchorage, AK 99511

THIS COVER SHEET HAS BEEN ADDED TO  
THIS DOCUMENT TO PROVIDE SPACE FOR  
THE RECORDING DATA. THIS COVER  
SHEET APPEARS AS THE FIRST PAGE OF  
THE DOCUMENT IN THE OFFICIAL PUBLIC  
RECORD.

DO NOT DETACH

August 19, 2010





Dated: Oct 18, 2017

[Signature]  
Signature of Grantor

Richard R. Koso  
Name of Grantor

[Signature]  
Signature of Witness #1

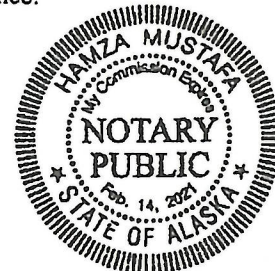
Theckan Koso  
Printed Name of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Printed Name of Witness #2

State of Alaska County of \_\_\_\_\_  
On October 18, 2017, the Grantor, Richard R. Koso,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
in the above document and that he/she signed the above document in my presence.

[Signature]  
Notary Signature



Notary Public,  
In and for the County of \_\_\_\_\_ State of Alaska  
My commission expires: Feb 14, 2021

Seal

Send all tax statements to Grantee.



Recording requested by: Richard R. Koso

When recorded, mail to:

Name: Bernardo J. Diaz

Address: P.O. Box 1987

City/State/Zip: ADAK, AK, 99546

Property Tax Parcel/Account Number: \_\_\_\_\_

Space above reserved for use by Recorder's Office

Document prepared by:

Name Richard R. Koso

Address P.O. Box 11053

City/State/Zip Anchorage, AK 99511

## Quitclaim Deed

This Quitclaim Deed is made on OCT 18, 2017, between  
Richard R. Koso, Grantor, of 17112 Golden View Dr.,  
City of Anchorage, State of ALASKA 99516,  
and Bernardo J. Diaz, Grantee, of P.O. Box 1987,  
City of ADAK, State of ALASKA 99546.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at Building # 42078 MAIN ST.,  
City of ADAK, State of ALASKA.  
REAL PROPERTY DESCRIBED AS:

Building # 42078, ADAK, ALASKA, located within section 14, Township 96S, Range 195W, Seward Meridian, Aleutian Islands Recording District, Third Judicial District, State of ALASKA, and the parcel on which it sits, outlined in white on map attached hereto as Exhibit A.  
Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.  
Taxes for the tax year of NONE shall be prorated between the Grantor and Grantee as of the date of recording of this deed.



## DEED OF TRUST

THIS DEED OF TRUST, made this 8 day of December 2017.

BETWEEN Trustor: Bernardo J. Diaz, whose address is P.O. Box 1987, Adak, Alaska 99546; and

Trustee: RICHARD R. KOSO; and

Beneficiaries: RICHARD R. KOSO.

WITNESSETH: That Trustor GRANTS, BARGAINS, SELLS, and CONVEYS to TRUSTEE IN TRUST WITH POWER OF SALE, that real property described as:

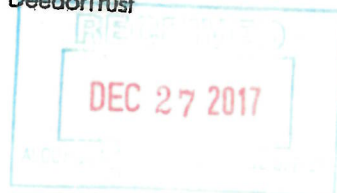
THE "Military Gas Station, building #42078" located within section 14, Township 96S, Range 195W, Seward Meridian, Aleutian Islands Recording District, Third Judicial District, State of Alaska, and the parcel on which it sits, outlined in ~~white~~ on map attached hereto as Exhibit A.  
BLACK

TOGETHER WILL ALL AND SINGULAR the buildings and improvements thereon, the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiaries to collect and apply such rents, issues and profits.

THIS DEED OF TRUST IS MADE for the purpose of securing the performance of each and every agreement of the Trustors as set forth herein and in the transaction documents identified in paragraphs 5 and 6 hereof.

A. To protect the security of this Deed of Trust, it is hereby agreed between the Beneficiaries and the Trustors as follows:

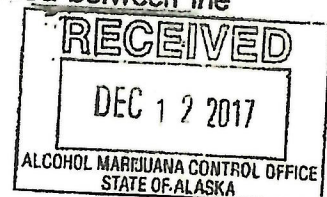
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1. The Trustors shall keep said real property and all improvements in good condition and repair; shall complete or restore promptly and in good and workmanlike manner any building or other improvements which may be damaged or destroyed; shall pay when due all claims for labor performed and materials furnished therefor; shall comply with all laws affecting said real property and the improvements thereon and any laws requiring any alterations or improvements to be made thereon; shall not commit or permit waste; and shall not commit, suffer or permit any act upon said property in violation of law.

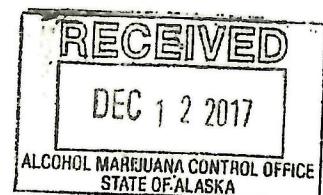
2. The Trustors shall provide and maintain, at the Trustors's sole expense, fire and casualty insurance with loss payable to Beneficiaries in an amount not less than the full replacement value on the improvements on the real property and the personal property (furniture, fixtures and equipment) located in or on the real property described above.

a) Proof of such insurance shall be filed annually or upon any renewal of such insurance with the Beneficiaries who shall be listed as loss payees on any such policy(ies).

b) Provided the Trustors are not in default of its payment and performance obligations under the Transaction Documents identified in paragraph 5 hereof, the amount collected under any casualty or other insurance policy shall be released to Trustors to make such repairs and renovations as may be necessary in the circumstances, with disbursement of funds being subject to the joint control and direction of the Beneficiaries and the Trustors to insure that the proceeds are properly spent in the repair and renovation of the improvements and the personal property used in the business on the real property.

c) Alternatively, in the event of any insured loss, should the Trustors be in default of its payment and performance obligations under the Transaction Documents identified in paragraph 5 hereof, the amount collected under any casualty or other insurance policy, shall first be to applied to cure such default(s), with the balance (if any), at the option of the Trustors being either applied to the indebtedness due the Beneficiaries or, alternatively, used to make such repairs and renovations as may be necessary in the circumstances, with disbursement of funds being subject to the control and direction of the Beneficiaries and the Trustors to insure that the proceeds are properly spent in the repair and renovation of the improvements and the personal property used in the business on the real property.

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d) Such application of insurance proceeds either towards payment of the indebtedness or to make repairs and renovations, shall not cure or waive any future default or notice of default hereunder or invalidate any act done pursuant to such notice of default.

e) Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, shall be paid out in the same manner as above provided for disposition of proceeds of fire or other casualty insurance.

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

4. The Trustors shall pay: 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; and immediately and within ten (10) days of demand, all sums expended by Beneficiaries or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate provided in the Deed of Trust Note.

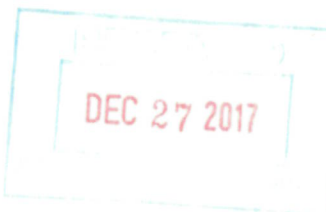
5) The Transaction Documents which the Trustors have executed as part of this transaction whereby they acquired the real property and the improvements described above, the personal property described in Exhibit "A" to the Purchase Money Security Agreement and the Package Store Liquor License, are as follows:

a) This Deed of Trust; and

b) A Deed of Trust Note with an initial principal balance of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS & NO/100s DOLLARS (\$165,000.00); and

c) A Purchase Money Security Agreement for the personal property sold as part of this transaction as identified in Exhibit "A" to the Security Agreement; and

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d) An Irrevocable Limited Power of Attorney; and

6) The performance by the Trustors of each and every term and provision of the aforesaid Transaction Documents described in paragraph 5 is and will continue to be an essential part of the consideration for this transaction. Every term and provision set forth in each such Transaction Document shall be treated as a term and provision of this Deed of Trust as fully and effectually as though incorporated herein.

a) Any default by the Trustors under the provisions of any such Transaction Document shall be deemed to be a default hereunder. In such event, all of the provisions and remedies available hereunder and in the other Transaction Documents shall be enforceable in respect of any such default.

b) As to the liquor license, these Transaction Documents are intended to create a security interest in favor of the Beneficiaries as provided in AS 04.11.670, AS 04.11.360(4)(B) and 15 AAC 104.107. As such, the Beneficiaries shall be able to retransfer the liquor license to itself without satisfaction of other creditors in the event of the default of the Trustors.

7) Should Trustors fail to make any payment or to do or perform any act as herein provided or as provided in the above referenced transaction documents, then Beneficiaries or Trustee may, without obligation so to do and without advance notice to or demand upon Trustors and without releasing Trustors from any obligation hereof:

a) Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries 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 Beneficiaries or Trustee; or

b) pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and,

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c) in exercising any such powers, pay necessary expenses, employ counsel and pay counsel's fees and costs all of which shall be a charge against the property and shall be due and payable by the Trustees upon their being incurred.

8) By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

9) As additional security, Trustees hereby give to and confer upon Beneficiaries the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustees the right, prior to any default by Trustees 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.

a) Upon any such default, Beneficiaries may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said real and personal property or any part thereof, including the License; 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 actual attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine.

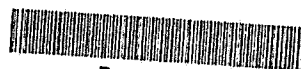
b) The entering upon and taking possession of said real and personal property and the License and/or the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

10) Upon default by Trustees in the prompt and timely payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby may, at the option of the Beneficiaries, immediately become due and payable in full.

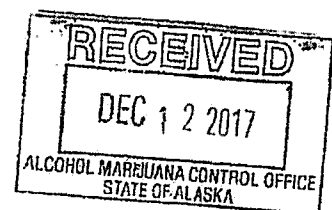
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11) In the event of default, Beneficiaries may elect to execute or cause the Trustee to execute a written notice of such default and of Beneficiaries' election to cause the real property to be sold to satisfy the obligations hereof.

a) In such event, the Trustee shall cause such notice to be recorded in the office of the recorder of each recording district wherein such said real property or some part thereof is situated.

b) 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 Trustors, 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 State, payable at time of sale.

c) 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.

d) Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

e) Any person, including Trustors, Trustee, or Beneficiaries, s hereunder defined, may purchase at such sale.

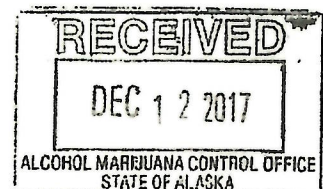
f) After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid with accrued interest as called for under the Note securing this Deed of Trust; all other sums secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

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g) Nothing herein contained shall prevent judicial foreclosure of the interests of Trustors, including the obtaining of a deficiency judgment.

12) 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.

a) Beneficiaries shall mean the Holder(s) of the Deed of Trust Note secured hereby, whether or not named as a beneficiary herein, or, if the Deed of Trust Note has been pledged, the Pledgee thereof.

b) 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.

13) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record. 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 Trustors, Beneficiaries, or Trustee shall be a party unless brought by Trustee.

14) Beneficiaries may, from time to time, as provided by statute, appoint another Trustee in the place of the named Trustee. 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.

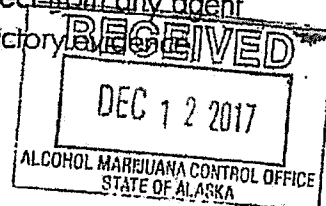
15) If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall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

16) In addition to the powers bestowed upon the Trustee by Statute and elsewhere in this indenture, the Trustee is hereby specifically empowered to execute and deliver an appropriate deed of reconveyance upon receiving satisfactory assurance that the note secured hereby, together with interest and any advance shown to have been made by or on behalf of the Beneficiaries under the terms of the Trust Deed have been paid in full; and in this connection the Trustee may consider advice in writing to such effect from any agent subsequently authorized to collect the Deed of Trust Note as such satisfactory.

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17) 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."

18) The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their addresses set forth above and agree that such mailing will comply with all requirements of Alaska Statutes concerning foreclosure of Deeds of Trust.

19) This Deed of Trust is given as additional security in a transaction involving the sale of a Package Store liquor license issued by the Alcoholic Beverage Control Board (ABC Board) to the Trustor, RICHARD R. KOSO Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 104.107, the Beneficiary, as the prior licensee, retains a security interest in the Liquor License that is being sold with the real property and improvements which are the subject of this Deed of Trust, and may, as a result, in the event of the Trustors's default, be able to obtain a retransfer of the Liquor License without satisfaction of other creditors.

20) Should the property be sold or transferred by Trustor without the Beneficiaries' prior consent, excluding (a) the creation of an encumbrance subordinate to this Deed of Trust, or (b) a transfer by devise, descent or by operation of law upon death, Beneficiaries may, at their option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

a) Beneficiaries shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiaries and the person to whom the property is sold or transferred reach agreement in writing that the credit of such person to whom the property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiaries and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiaries shall request.

b) Further, the Beneficiaries' consent to the sale or transfer may be conditioned on the proposed buyer being qualified to own and operate a liquor licensed business under the regulations and statutes of the Alcoholic Beverage Control Board.

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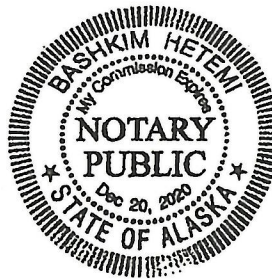




Bernardo J. Diaz Sr  
Bernardo J. Diaz, Sr.

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Bashkim Hetemi  
Notary Public in and for Alaska  
My Commission Expires: Dec 20, 2020



United States of America } ss  
State of Alaska

THIS IS TO CERTIFY that the foregoing is a full, true and correct copy of the document as it appears in the records and files of my office.

IN THE WITNESS WHEREOF, I have hereunto set my hand and have affixed my official seal at Anchorage, Alaska,

this 27<sup>th</sup> day of December 20 17.

By Christine Winder  
Recorder II



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Recording District 305 Aleutian Islands  
12/27/2017 01:33 PM Page 1 of 3UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Richard R. Koso 907-306-9913</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>rrk@mooseak.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Richard R. Koso, PO Box 111053, Anchorage, Alaska, 99511,</b> </div>	

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			
OR			
1b. INDIVIDUAL'S SURNAME <b>Diaz</b>	FIRST PERSONAL NAME <b>Bernardo</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>J.</b>	SUFFIX <b>SR.</b>
1c. MAILING ADDRESS <b>PO Box 1987</b>	CITY <b>Adak</b>	STATE <b>AK</b>	POSTAL CODE <b>99546</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)

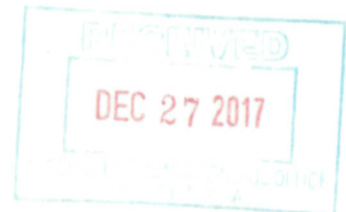
2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		COUNTRY	

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			
OR			
3b. INDIVIDUAL'S SURNAME <b>Koso</b>	FIRST PERSONAL NAME <b>Richard</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>R.</b>	SUFFIX
3c. MAILING ADDRESS <b>PO Box 111053,</b>	CITY <b>Anchorage</b>	STATE <b>AK</b>	POSTAL CODE <b>99511</b>
		COUNTRY <b>USA</b>	

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

Package Store Liquor License #4278 and personal property per Exhibit "A" under the terms of AS 04.11.360, AS 04.11.670 (4) (B), and 3AAC 104.107, 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 <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction
<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien
<input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

## UCC List of Equipment

8- Tables with 24 chairs

Cooking Equipment, silverware, dishes etc.

Electric & Gas cooking stove

2- Freezers 20cu, 10cu

2- refrigerator

washer / dryer

Cash Register, credit card machine

32" TV and Home phone

Toyo stove & Forced Air Furnace

On Demand oil Hot water heater

ALL Fixtures

## REAL Property described AS:

THE "Military Gas Station, building #4208" located within Section 14, Township 96S, Range 195W, Seward Meridian, Aleutian Island Recording District, Third Judicial District, State of ALASKA, and the parcel on which it sits outlined in black on map attached hereto as Exhibit A.

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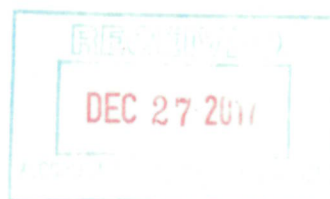
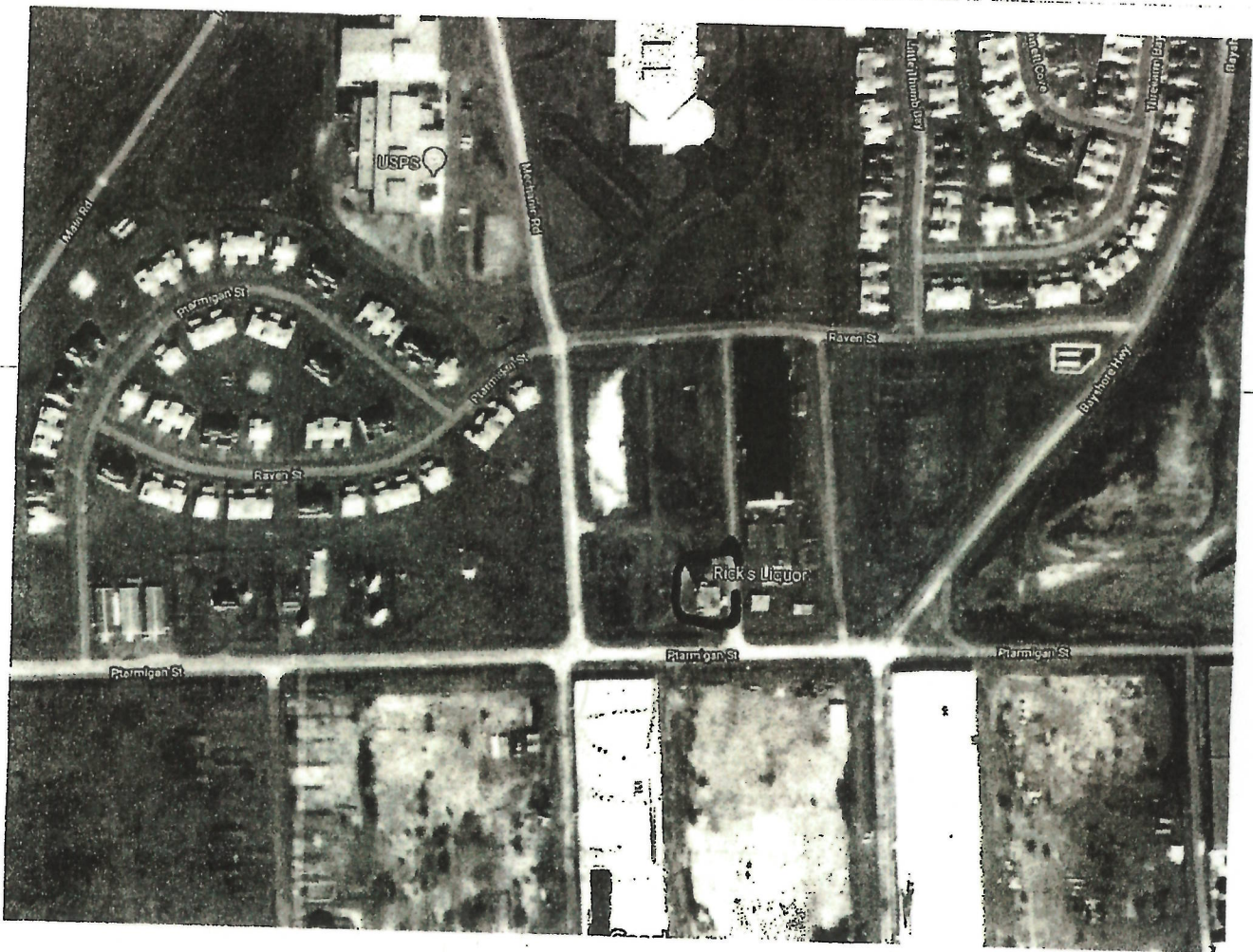
Exhibit A

From: "Angela Bourdukofsky" <ABourdukofsky@aleutcorp.com>  
Date: Monday, December 11, 2017 3:45 PM  
To: <rrk@mooseak.com>  
Attach: Ricks Liquor.JPG  
Subject: trying again

Angela Bourdukofsky  
Admin & Shareholder Affairs Manager

**Aleut** CORPORATION  
4000 Old Seward Hwy, Suite 300  
Anchorage, Alaska 99503  
Toll Free 800.232.4882  
Phone 907.561.4300 | Fax 907.563.4328

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