



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: November 1, 2023

FROM: Sonya Irwin, OLE

RE: # 1240 Willow Trading Post

Requested Action: Transfer of ownership with security interest

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

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

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

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

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

requirements:

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

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

Staff Rec.: Consider the transfer with a security interest.

Background: A completed transfer application has been received for liquor license #1240. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.106(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated

Attachment: Security Interest Documents
AB-01
AB-02
Legal Counsel's Memo

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
2-R-BAR LLC**

This Multi-Member LLC Operating Agreement ("Agreement") represents 2-R-BAR LLC that was formed in the State of Alaska on August 9 2022 ("Company").

The following represents the initial **2 Member(s)** of the Company and their respective ownership interest:

Roland Arlen Tresham, of PO Box 879113, Wasilla, Alaska, 99687, and has ^{50%} ownership in the Company and,

Reed Arthur Tresham, of PO Box 868, Willow, Alaska, 99688, and has 50% ownership in the Company.

("Member(s)")

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Alaska and set forth the terms herein of the Company's operation and the relationship between the Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business.

The name of the Company is 2-R-BAR LLC with a principal place of business at 14345 North Willow Station Road, Willow , Alaska, 99688. The mailing address shall be PO Box 879113 , Wasilla, Alaska, 99687.

2. Registered Agent.

The name of the Registered Agent is Alaska Registered Agent with a registered office located at 821 N ST, STE 102, Anchorage , Alaska, 99501 for the service of process as of February 23 2023 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Alaska.

3. Formation.

The Company was formed on August 9 2022, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Alaska (the "Statutes").

4. Purpose.

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The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member(s) shall not be providing any initial capital contributions to the Company.

7. Distributions.

For the purposes of this Agreement, "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

During each annual period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Member(s) in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Member(s) in proportion to the excess balances until all such excess balances

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have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (c) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Member(s) as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order of priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records, and Tax Returns.

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement, a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions, and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a S-Corporation in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

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All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by a manager in accordance with this Agreement and the laws of the State of Alaska.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation, and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of over fifty percent (50%) of the Members' ownership-interest.

Notwithstanding any other provision of this Agreement, the Member(s) shall not sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company without a vote of over fifty percent (50%) of the Members' ownership-interest.

The Member(s) shall receive such sums for compensation as Member(s) of the Company as may be determined from time to time by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

11. Meetings of Member(s).

The annual meeting of the Member(s) shall be held on the 15th of July (day/month) at the principal office of the Company or at such other time and place as the Member(s) determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

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The Member(s) may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Member(s), for any purpose or purposes, may be called by any Member(s) (or such other number of Member(s) as the Member(s) from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Member(s), the presence of Member(s) holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Member(s) pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Member(s). If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally notified. The Member(s) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Member(s) to leave less a quorum.

At all meetings of the Member(s), a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Member(s) at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member(s) shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to Member(s) who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Member(s), or any other action which may be taken at a meeting of the Member(s), may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Member(s) entitled to vote with respect to the subject.

Member(s) of the Company may participate in any meeting of the Member(s) by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests.

Except as otherwise provided in this Agreement, Member(s) or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their

interest in the Company, including without limitation, the capital, profits or distributions of the Company.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Member(s) agree that Member(s) may voluntarily withdraw from the Company without the approval, vote, or consent of the Member(s). Unless the withdrawing member's ownership interest was sold, it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company, the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer, or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer, or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal.

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the

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other Member(s) of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Member(s) shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Member(s) may elect to accept the offer, and if more than one of the other Member(s) elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Member(s) so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Member(s) elect to accept the offer, then the closing of title shall be held in accordance with the offer, and the Selling Member shall deliver to the other Member(s) who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Member(s) shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Member(s) who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Member(s) in accordance with this Agreement.

14. Admission of New Member(s).

The Company may admit new Member(s) (or transferees of any interests of existing Member(s)) into by the purchase or transfer of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants, and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro-rata allocations of income, losses, or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company.

The sale of the Company, either partially or in its entirety, shall only be approved by a vote of over fifty percent (50%) of the Members' ownership-interest. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Member(s) and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Member(s), then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events.

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Member(s) of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within the aforesaid sixty-day period the remaining Member(s), by the unanimous vote or consent of the Member(s) (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member(s) in the Company, other than the allocations and distributions to which such Member is entitled unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed

against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation.

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Member(s) to dissolve the Company made by a vote of over fifty percent (50%) of the Members' ownership-interest.; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Member(s) a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Member(s); (2) to the payment of debts and liabilities to Member(s); (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to a licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Member(s) in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Member(s) shall no longer be Member(s), and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Member(s).

Each of the Member(s) represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership.

Every membership interest in the Company may be evidenced by a Certificate of Membership issued by the Company, although it is not required. This Operating Agreement shall serve as sufficient evidence of each Member's ownership in the Company. If a Certificate of Membership is issued, such Certificate shall set forth the name of the Member holding the membership interest and the Member's percentage interest held by the Member, and shall bear the following statement:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of 2-R-BAR LLC dated effective as of August 9 2022 , as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices.

All notices, demands, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Member(s) pursuant to this Agreement.

21. Arbitration.

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts,

evidence, and attorneys' fees, except that in the discretion of the arbitrator, any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments.

This Agreement may not be altered, amended, changed, supplemented, waived, or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) required to vote on such subject.

23. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Alaska. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.


Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on February 23 2023.

AMCO

SEP 28 2023

Signature:  Date: 2/24/23
Print Name: Roland Arlen Tresham

Signature:  Date: 2-24-23
Print Name: Reed Arthur Tresham

AMCO

SEP 28 2023

Willow Trading Post
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. 79' BY 66' Wood fence 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 Willow Trading Post 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.

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OCT 09 2023

BILL OF SALE
STATE OF ALASKA BEVERAGE DISPENSARY LIQUOR LICENSE
&
PERSONAL PROPERTY & REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, pursuant to a Contract for Purchase and Sale, dated 4th January, 2023 by the Seller's and by the Buyer's,

Willow Trading Post, Inc. an Alaska Business Corporation, whose address for all purposes herein is: 1675 E 5th Ave., Anchorage, Alaska 99501, (hereinafter "Seller"),

HEREBY SELLS, TRANSFERS and CONVEYS to 2-R-BAR, LLC an Alaskan Limited Liability Company, whose address for all purposes herein is P.O. Box 879113, Wasilla, Alaska 99687, (hereinafter "Buyer") all of Seller's right, title and interest in Beverage Dispensary Liquor License No. 1240 (hereinafter "License"), issued by the Alcoholic Beverage Control Board (hereinafter ABC Board) and the real property and personal property described on Exhibit "A" attached all of which is being sold "Where Is, As Is" after inspection and acceptance by the Buyer, without any warranties of fitness or condition.

THIS TRANSACTION IS NOT a cash transaction. It is a terms transaction which provides for payment of the \$400,000.00 purchase price with interest at four percent (4%) per annum. The Seller shall execute and deliver to the Seller a Deed Trust Note for the full purchase price at closing to the Buyer's principals, Roland Tresham and Reed Tresham.

PROPERTY BEING CONVEYED. The Seller shall execute and deliver this Bill of Sale at closing along with list of the personal property being transferred to the Buyer (all furniture, fixtures, equipment and inventory) including the License, and Real Property. Attached hereto as Exhibit "A" is a list of that personal property.

PURCHASE MONEY SECURITY AGREEMENT. Until all payments are made, the Seller shall retain a Purchase Money Security Interest in and to the License and the personal property.

SELLER AND ITS PRINCIPALS REPRESENT AND WARRANT to the Buyer as follows:

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MAY 26 2023

- 1) that the License, personal property and real property are free and clear of any and all liens or other encumbrances of any nature whatsoever; and
- 2) that the personal and real property being transferred to the Buyer is taken in as is where is condition and without warranty.
- 3) that the Seller, and its principals are the sole shareholders of the Seller's entity and no other person or entity has any interest in or right to the personal or real property being transferred by the Bill of Sale.
- 4) The Seller and its principals promise to defend the sale of the License, real property, and the personal property to the Buyer against any person or persons or other entities claiming any interest therein; and
- 5) that upon payment of the purchase price to be paid pursuant to the Deed Trust Note executed by the Buyer in connection with the sale of the License, real property, and the personal property, the Seller will have no further interest in said License, real property or personal property; and
- 6) that there are warranties and/or representations as to License as are set forth in the Contract for Purchase and Sale dated June, 19, 2020 that shall continue after closing on the sale.

DATED at Anchorage, Alaska this ____ day of _____, 2023.

Willow Trading Post, Incorporated
Alaska Corporation

By: _____
Its: Officer and Shareholder

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 Purchase Agreement dated January 4, 2023, and the other Transaction Documents described herein, all of which are to be executed at the closing of the sale of certain personal property located at 14345 N Willow Station Rd., Willow, AK 99688 the sale of the Beverage Dispensary liquor license (hereinafter "License") and the sale of the real property, and personal property, furniture, fixtures and equipment located thereon.

2-R-BAR, LLC, an Alaskan Limited Liability Company whose address for all purposes herein is P.O. Box 879113, Wasilla, Alaska 99687 (hereinafter "Current Licensee") now operating that certain Beverage Dispensary Liquor License No. 1240 issued by the Alcoholic Beverage Control Board (hereinafter "ABC Board"), the liquor license, real property, and the personal property as part of the transaction described herein and as identified in the Transaction Documents described below,

HEREBY IRREVOCABLY appoint Willow Trading Post, Inc. an Alaska Business Corporation whose address for all purposes herein is 1675 E 5th Ave., Anchorage, Alaska 99501, 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) Purchase Agreement dated January 4th, 2023 and;
- b) Purchase Money Security Agreement dated _____, 2023.
- c) Deed Trust Note dated _____, 2023.
- d) Irrevocable Limited Power of Attorney dated _____, 2023
- e) Deed Trust dated _____, 2023.

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 and the Guarantors 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 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 Willow Trading Post, 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 Willow Trading Post, Inc. with respect to the subject License, unless and until the legal and equitable title thereto shall re-transferred to Willow Trading Post, Inc.

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 Anchorage, Alaska this ____ day of _____, 2023.

2-R-BAR, LLC

By: _____
Roland Tresham
Its: Member/Manager

By: _____
Reed Tresham
Its: Member

11/20/23
11/20/23

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, ROLAND TRESHAM to me known and known to be the individual described in and who executed the foregoing Irrevocable Power of Attorney as the MEMBER OF 2-R-BAR, 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: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared REED TRESHAM, to me known and known to be the individual described in and who executed the foregoing Irrevocable Power of Attorney as the MEMBER OF 2-R-BAR, LLC.

She acknowledged to me that she 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: _____

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MAY 26 2023

**NOTICE OF SECURITY INTEREST IN BEVERAGE DISPENSARY
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 2-R-BAR, LLC, an Alaskan Limited Liability Company, whose address for all purposes is P.O. Box 879113, Wasilla, Alaska 99687; (hereinafter "Current Licensee"), which now owns and operates Beverage Dispensary Liquor License Number 1240 located in the Palmer Third Recording District, Third Judicial District, State of Alaska;

THAT, Willow Trading Post, Inc. an Alaska Business Corporation whose address for all purposes is 1675 E 5th Ave., Anchorage, Alaska 99501 acquired all of the right, title and interest in and to the Beverage Dispensary Liquor License in an ABC Board approved transfer; and

THAT, Willow Trading Post, Inc. an Alaska Business Corporation, after acquiring and operating the Liquor License as required by statute and regulation, became an approved Licensee owning the Beverage Dispensary Liquor License, formerly owned by Willow Trading Post Lodge; and

THAT Willow Trading Post, Inc. an Alaska Business Corporation has sold the Liquor License along with the Real property and Personal property previously owned by the Willow Trading Post Lodge to the Current Licensee which currently operates at 14345 N Willow Station Rd., Willow, AK 99688; and

THAT Willow Trading Post, Inc. an Alaska Business Corporation has financed the sale of the License, Real property and the personal property and, as a result, retains a Purchase Money Security Interest in the License, Real property and the personal property and other property rights as set forth in the parties January 4, 2023 purchase and sale agreement; and

THAT the transfer of the License from the Willow Trading Post, Inc. to the Current Licensee was recognized and approved ABC Board on

_____, 2023 as a secured transaction under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106; and

THAT, as a result of the transfer of all of the License, Real property, and the personal property and improvements, under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the Willow Trading Post, Inc. has, in the event of the Current Licensee's default in its obligations under the terms of the Transaction Documents (on file with the ABC Board), has the absolute right to retransfer the License, Real property and the personal property without satisfaction of other creditors of the licensed business.

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

DATED this ____ day of _____ 2023 at Anchorage, Alaska.

Prior Licensee
Willow Trading Post, Inc.

Current Licensees
2-R-BAR, LLC

By: _____

By: _____
Roland Tresham
(Member/Manager)

By: _____
Reed Tresham
(Member)

After Recording, Please Return Original to:
Escrow Services & Foreclosures
189 E. Nelson Ave.
Box 227
Wasilla, AK 99654

NOV 20 2023

PURCHASE MONEY SECURITY AGREEMENT

REAL PROPERTY, BEVERAGE DISPENSARY LIQUOR LICENSE, FURNITURE, FIXTURES & EQUIPMENT

THIS SECURITY AGREEMENT is entered into this ____ day of _____, 2023 by and between Willow Trading Post, Inc. an Alaska Business Corporation whose address for all purposes herein is 1675 E 5th Ave., Anchorage, Alaska 99501 (hereinafter "Secured Party") and 2-R-BAR, LLC, an Alaskan Limited Liability Company whose address for all purposes herein is P.O. Box 879113, Wasilla, Alaska 99687 (hereinafter "Debtor"). For recording within the Palmer Recording District, Third Judicial District, State of Alaska.

1. Creation of Security Interest. The Debtor hereby grants to the Secured Party a purchase money security interest in the collateral described herein to secure the payment and performance of the Debtor's obligations to the Secured Party under Paragraph 3.

a) This Security Agreement is intended to create a security interest in the Beverage Dispensary License as provided in AS 04.11.670, AS 04.11.360(4)(B) and 3 AAC 304.106.

b) 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.

c) In addition, the Secured Party is the Beneficiary of a first Deed of Trust on the Real Property and improvements which are being sold to the Debtor as part of this transaction and where the Liquor License is being operated.

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) Beverage Dispensary License No. 1240, issued by the Alcoholic Beverage Control Board, and all renewals thereof; and

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

i) "Personal Property" means all items of personality used in the operation of the licensed business.

c) 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; and

d) All after acquired personal property associated with the operation of the business and any replacements for any existing personal property sold pursuant to this transaction.

e) The Secured Party also holds a First Deed of Trust on the Real Property and improvements on the Real Property which is also being conveyed as part of the transaction.

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

a) Purchase and Sale Agreement dated January 4, 2023;

b) Deed of Trust dated _____, 2023;

c) Deed of Trust Note dated _____, 2023;

d) Irrevocable Limited Power of Attorney dated _____, 2023;

i) The Debtor's obligation to make the payments provided for in the Deed of 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 Debtor concurrent with the Personal Guarantees of the Debtor's principals.

ii) A default in the performance of any payment or performance obligations set forth herein or in any one or more of the terms and provisions of such Transaction Documents or in other documents related to this transaction shall be a default hereunder entitling the Secured Parties 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 of Trust Note and demand payment in full.

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APR 23 2025

4. The License. The provisions of this paragraph apply to the Beverage Dispensary Liquor License being purchased by the Debtor from the Secured Party:

a) Debtor shall pay all charges and expenses of any nature whatsoever connected with the operation of the License and its renewal.

b) Debtor shall be solely responsible for compliance by Debtor and Debtor's employees, agents, business visitors and invitees with all laws, ordinances and regulations in connection with operation of the licensed business in order that 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 regulation 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 Debtor agrees to pay all business creditors upon receipt of either the merchandise or services or an invoice or a bill for such merchandise or services.

d) Debtor agrees 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.

i) Copies of the renewal forms/documents shall be delivered to the Security Party no later than December 15th of each year in which a renewal is required.

e) Should Debtor fail to renew the License by December 1st as set forth above, the Secured Party shall be entitled to renew said License and, for that purpose and to further protect Secured Party's interest in such License, Debtor has executed an Irrevocable Power of Attorney authorizing the Secured Party to repossess and cause transfer of the License from Debtor in the event of any default hereunder and to sign any necessary documents required for the transfer and/or renewal of the License.

f) Debtor shall operate the licensed business only in the ordinary course; shall operate the business strictly in accordance with laws, ordinances and regulations of the State of Alaska and the Mat-Su Borough; shall be

solely responsible for all operating expenses of the business and shall promptly and timely pay all such expenses; 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 and the related Transaction Documents.

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

a) Failure by the Debtor to perform any covenant, condition or promise required to be performed by the Debtor under the terms of this Purchase Money Security Agreement and those other Transaction Documents set forth in Paragraph 3 above and elsewhere in this document or in other documents related to this transaction.

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 Debtor's use of the collateral, including, without limitation, any of the foregoing arising out of the actions, omissions of or use by the Debtor, its shareholders, officers, directors, agents, employees or invitees.

c) Debtor's 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 action or non-action by the Debtor causing the Mat-Su Borough and/or the local community to protest the renewal of the License or to revoke the conditional use permit for the property on which the Debtor operates the licensed business.

f) In the event that the Secured Party shall, without fault on its part, be made a party to any litigation commenced by or against the Debtor or be made a party to any administrative proceeding, then the Debtor shall pay all costs and the actual attorney's fees paid by the Secured Party in connection with such litigation or administrative proceeding or any other proceeding before any governmental body, state, local or federal.

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

h) Any action or non-action by the Debtor causing the Mat-Su Borough to protest renewal of the License sold hereunder.

6. 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.

a) A UCC **financing statement expires after five (5) years** of the initial filing and must be renewed within that time frame to maintain the validity of the Security Agreement.

7. 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 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 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; and
- v) failure of the Debtor 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.

vi) failure of the Debtor to operate the License in accordance with the ordinances and regulations of the Mat-Su Borough or with the conditional use permit issued by the Borough.

b) Upon the default of Debtor, Secured Party may, within five (5) 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 Mat-Su 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, the right to operate the licensed business and the right to accelerate the balance due on the Deed of Trust Note.

8. Representations and Warranties. 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 interest's 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.

10. 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.

11. 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.

12. Insurance. Debtor shall obtain and 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 \$2,000,000.00. Such insurance shall provide that the Secured Parties shall be a co-insured.

b) A policy of fire and extended coverage insurance insuring the real and personal property, the inventory and other assets and the building and its contents at full replacement cost with the Secured Party named as a loss payees.

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

d) All such insurance shall be obtained from an insurance company qualified to do business in the State of Alaska.

e) Copies 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 his rights shall operate as a waiver of such right or any other right.

e) The collateral shall include whatever rights the Secured Party 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 Debtor 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 Debtor shall be effective when mailed postage prepaid to the address of Debtor herein set forth, or when delivered personally to Debtor. When

Secured Party uses the address at which he customarily communicates with Debtor, such demand or notice shall likewise be effective.

Executed at Anchorage, Alaska this _____ day of _____, 2023.

2-R-BAR, LLC

ROLAND TRESHAM
Member/Manager

REED TRESHAM
Member

After Recording, Please Return Original to:
Escrow Services & Foreclosures
189 E. Nelson Ave.
Box 227
Wasilla, AK 99654

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MAY 26 2023

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border-left: 1px solid black; border-bottom: 1px solid black; width: 40%; height: 40%;"></div> <div style="border-right: 1px solid black; border-bottom: 1px solid black; width: 40%; height: 40%;"></div> </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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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

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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

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

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

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

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

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

ITEM INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce,
Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

October 16, 2023

Department of Revenue
Department of Labor, Employment Security
Department of Labor, Workers' Compensation
Via email: theresa.mitchell@alaska.gov
velma.thomas@alaska.gov
dawn.wilson@alaska.gov
Chris.hustman@alaska.gov; Karmen.bowman@alaska.gov

License Number:	1240
License Type:	Beverage Dispensary
Applicant:	Willow Trading Post Inc.
Doing Business As:	Willow Trading Post Lodge
Transferee EIN:	88-4261862
Transferor EIN:	51-0551846

Willow Trading Post Inc. 100% transfer to 2-R-BAR, LLC 100% with a security interest

Transfer of Ownership Transfer of Controlling Interest

AS 04.11.330(b) and AS 04.11.370(a)(6) require that an applicant for a liquor license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local governing body in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at alcohol.licensing@alaska.gov.**

REVIEWER: William Keen

- DOR
- Employment Security
- Workers' Compensation

DATE: 10/27/2023 PHONE: 907-269-2012

Compliant Non-compliant

COMMENTS: Current employer has an outstanding civil penalty that is not paid in full.

If you have any questions, please send them to alcohol.licensing@alaska.gov.

Sincerely,

Joan Wilson, Director



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:	Willow Trading Post Inc.	License #:	1240
License Type:	Beverage Dispensary	Statutory Reference:	04.11.090
Doing Business As:	Willow Trading Post Lodge		
Premises Address:	14345 N Willow Station Road		
City:	Willow	State:	AK
		ZIP:	99688
Local Governing Body:	Matanuska-Susitna Borough		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100572766
Board Meeting Date:		License Years:	21/22
Issue Date:		BRE:	renewal approved w/ delegation

AMCO
MAY 26 2023



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:	2-R-BAR, LLC				
Doing Business As:	Willow Trading Post				
Premises Address:	14345 N Willow Station Road				
City:	Willow	State:	AK	ZIP:	99688
Community Council:	Willow Area				

Mailing Address:	PO Box 879113				
City:	Wasilla	State:	AK	ZIP:	99687

Designated Licensee:	Roland Tresham				
Contact Phone:	(907) 382-0492	Business Phone:	(907) 382-0492		
Contact Email:	roland.tresham@gmail.com				

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

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

0.5 miles

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

10 Miles

AMCO



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Roland Tresham				
Title(s):	Manager/Member	Phone:	(907) 382-0492	% Owned:	50
Address:	PO Box 879113				
City:	Wasilla	State:	AK	ZIP:	99687



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Reed Tresham				
Title(s):	Member	Phone:	907) 414-1300	% Owned:	50
Address:	PO Box 868				
City:	Willow	State:	AK	ZIP:	99688

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 #:	10203540	AK Formed Date:	8/9/2022	Home State:	AK
Registered Agent:	AK Registered Agents, Inc.	Agent's Phone:	(907) 312-5564		
Agent's Mailing Address:	821 N Street, Ste. 102				
City:	Anchorage	State:	AK	ZIP:	99501

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):

[Empty text box for disclosure]

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 this license transfer application process.

[Text box containing: The Law Offices of Ernouf & Coffey, P.C. is assisting with this license transfer application process.]



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

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

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.

Chin Pi Burley

Signature of transferor

Chin Pi Burley

Printed name of transferor

Subscribed and sworn to before me this 20th day of April, 2023.

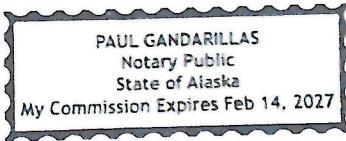
Paul Gandarillas

Signature of Notary Public

ALASKA

Notary Public in and for the State of Alaska

My commission expires: Feb 14, 2027



Crystal Ann Vicente

Signature of transferor

Crystal Ann Vicente

Printed name of transferor

Subscribed and sworn to before me this 20th day of April, 2023.

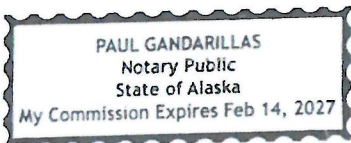
Paul Gandarillas

Signature of Notary Public

ALASKA

Notary Public in and for the State of _____

My commission expires: Feb 14, 2027



MAY 26 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

Roland Tresham

Printed name

Subscribed and sworn to before me this 18th day of April, 2023

Signature of Notary Public



Notary Public in and for the State of ALASKA

My commission expires: 08.07.2023



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

What is this form?

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

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

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

Yes No

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

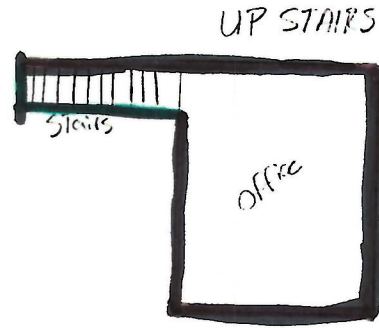
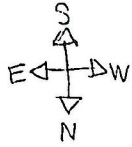
Section 1 – Establishment Information

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

Licensee:	2-R-BAR, LLC	License Number:	1240		
License Type:	Beverage Dispensary				
Doing Business As:	Willow Trading Post				
Premises Address:	14345 N Willow Station Road				
City:	Willow	State:	AK	ZIP:	99688

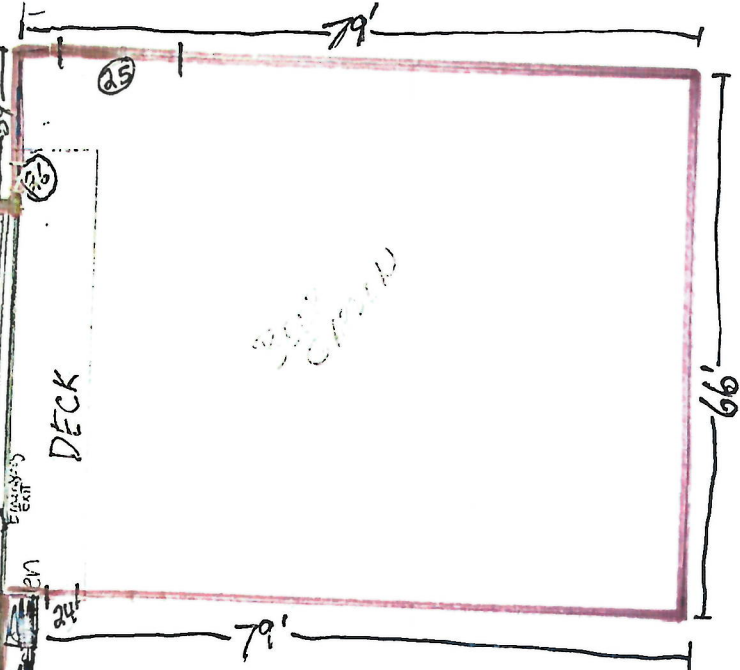
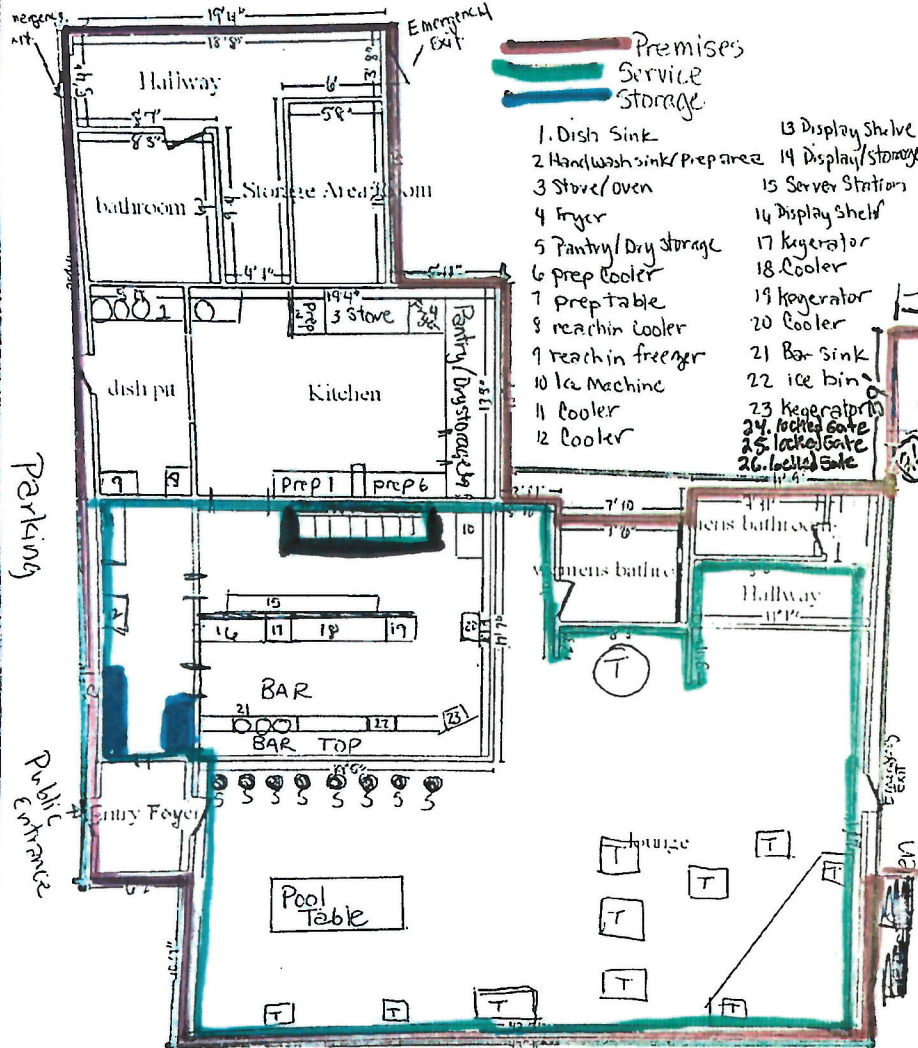
AMCO

WILLOW TRADING POST



SEP 22 2023

AMCO



Willow Trading Post
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. 79' BY 66' Wood fence 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 Willow Trading Post 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.

AMCO

OCT 9 2023



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Why is this form needed?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrées prepared on-site and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Table with 6 rows and 4 columns containing establishment information: Licensee (2-R-BAR, LLC), License Type (Beverage Dispensary), License Number (1240), Doing Business As (Willow Trading Post), Premises Address (14345 N Willow Station Road), City (Willow), State (AK), ZIP (99688), Contact Name (Roland Tresham), Contact Phone (907-382-0492).

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- 1. Dining after standard closing hours: AS 04.16.010(c)
2. Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
3. Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
4. Employment for any persons under 21 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), a Department of Labor and Workforce Development work permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY table with Transaction #: 100572706 and Initials:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minor customers are only permitted in the restaurant, outside area and restroom areas. Minor employees are only permitted in the kitchen, restaurant area.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

Storage: All alcohol will be locked in secure storage. This will only be accessible by the restaurant owners, general manager and bar tender staff. Each of these individuals will be at least 21 years old and will hold on their persons a current TAP or eTIP card verifying that they have been trained to control the distribution and service of alcoholic beverages in Alaska. If ID is refused customer will not be served. Signs will be posted in the establishment that note age restrictions on alcohol.
Access/Service: We do have a deck and a beer garden outside which is enclosed by a fence. Customers are required to come back into the establishment to pick up Food and Beverages, we don't take outside orders. Dining guests must walk in and out the same door, which controls the transfer of alcohol. Servers are trained to actively monitor tables with adults drinking alcohol and are accompanied with minors. An owner or manager is always on site and monitors the operations.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes No

Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

RT

*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

11am-9pm Wed-Sunday

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes No

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Pool, and Darts available during hours of operation. Live Bands, and Karaoke, usually Fri-Sat.

Food and beverage service offered or anticipated is:

table service buffet service counter service other

If "other", describe the manner of food and beverage service offered or anticipated:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.



I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.



I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

(AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)



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.



Roland Tresham

Printed name of licensee

Signature of licensee

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

Signature of local government official

Date

Printed name of local government official

Title



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AMCO Enforcement Review: _____ Enforcement Recommendation: Approve Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review: _____ Approved Denied

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

MEMO TO AMCO BOARD
LAW OFFICES OF ERNOUF & COFFEY, PC
PO Box 212314
ANCHORAGE, ALASKA 99521-2314
(907) 274-3385

TO: AMCO STAFF
FROM: AMANDA SHAWCROSS/SHERMAN ERNOUF
RE: TRANSFER BDL #1240
DATE: 5/25/23

The purpose of this memo is to submit to you a completed application for an ownership transfer for beverage dispensary liquor license #1240.

Please find attached check #5964 in the amount of \$646.50 for the filing fee.

The following documents are enclosed BDL #1240:

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. Certificate, Articles, and Operating Agreement 2-R-BAR, LLC
8. Restaurant Designation Permit with a menu.
9. Security Documents to include: DTN, DT, Purchase Money Security Interest, Notice Security Interest, Bill Sale, Quitclaim Deed, and POA. These will be signed and recorded after the transfer is approved and they close. At that time signed recorded copies will be sent to you for the license file.
10. AB08s and Fingerprints for Reed & Roland.

The buyer is working on obtaining a food permit and upon receipt we will forward a copy to you.

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. Thank you for your time and attention to this matter.

AMCO
MAY 26 2023