



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: January 30, 2023

FROM: Kristina Serezhenkov, OLE

RE: #1405 Dillingham Liquor Store

Requested Action: Transfer of ownership with security interest

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

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

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

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

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

requirements:

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

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

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

Background: A completed transfer application has been received for liquor license 1405. 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

Attachments: Security Interest Documents
AB-01
AB-02

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michele Rupp 907.257.7808
B. E-MAIL CONTACT AT FILER (optional) rupp.michele@dorsey.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Ryan Cole & Michael R. Mills Dorsey & Whitney LLP 1031 W. 4th Ave., Ste. 600 Anchorage, AK 99501

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 DariaJohn, LLC, dba Dillingham Liquor Store	OR		
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS PO BOX 376	CITY Dillingham	STATE AK	POSTAL CODE 99576
			COUNTRY USA

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

2a. ORGANIZATION'S NAME	OR		
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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 Brannon Rentals, LLC	OR		
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. BOX 91006	CITY Anchorage	STATE AK	POSTAL CODE 99501
			COUNTRY USA

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

All present and future rights of the Debtor to (i) all furniture, fixtures, equipment, inventory and supplies, (ii) all accounts, all payments and rights to payment from all sources, including, without limitation, those that are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance, (iii) deposit accounts, (iv) proceeds of letters of credit of which the Debtor is named beneficiary, (v) general intangibles, (vi) contract rights, (vii) chattel paper, (viii) instruments, (ix) documents, (x) insurance proceeds, and (xi) all other indebtedness and obligations whatsoever owing to or owned or acquired by the Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any property that the same may represent, and all right, title, security and guarantees with respect to each of the foregoing, whether now owned or hereafter acquired.

State of Alaska Package Store License #1405. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, Brannon Rentals, LLC, as transferor, retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

9a. ORGANIZATION'S NAME DariaJohn, LLC dba Dillingham Liquor Store	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

11a. ORGANIZATION'S NAME Kvichak Pacific, LLC					
OR					
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS P.O. Box 91006		CITY Anchorage	STATE AK	POSTAL CODE 99501	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

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

16. Description of real estate:

17. MISCELLANEOUS:

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into as of _____, 20__ (the "Effective Date") by and among DariaJohn, LLC, an Alaska limited liability company (the "Debtor"), Kvichak Pacific, LLC, an Alaska limited liability company ("Kvichak Pacific"), and Brannon Rentals, LLC, an Alaska limited liability company ("Brannon Rentals") and collectively with Kvichak Pacific, the "Secured Parties"). The Debtor and the Secured Parties each also referred to as a "Party" or together, the "Parties").

RECITALS

WHEREAS The Debtor is the Maker of a Promissory Note in the original principal amount of Three Million One Hundred Sixty Thousand Dollars and No Cents (\$3,160,000) (as amended, restated, or otherwise modified from time to time, the "Promissory Note"), of even date herewith, pursuant to which the Secured Parties have agreed to make certain financial accommodations to the Debtor to allow Debtor to purchase assets from both Secured Parties, including State of Alaska Package Store Liquor Licenses No. 2787 and No. 1405; and

WHEREAS, in order to induce the Secured Parties to make the financial accommodations provided to the Debtor pursuant to the Promissory Note, the Debtor desires to pledge, grant, transfer, and assign to the Secured Parties a security interest in the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined), as provided herein.

AGREEMENT

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

1. Grant of Security Interest. For valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby grants and assigns to the Secured Parties a continuing security interest in all of the Debtor's right, title and interest in the collateral (the "Collateral") described in Section 3 of this Agreement to secure the Obligations described in Section 2,

2. Obligations. The grant of Collateral in this Agreement shall secure the following obligations: (i) the payment and performance of the Debtor's obligations under the Promissory Note; (ii) the payment and performance of obligations under a promissory note between LiLRock, LLC, an Alaska limited liability company ("LiLRock") and Brannon Rentals of even date herewith; (iii) the payment and performance of the Debtor's obligations under this Agreement; (iv) all amounts under any modifications, renewals or extensions of any of the foregoing obligations; and (v) any of the foregoing that arise after the filing of a petition by or against the Debtor under Title 11 of the United States Code (the "Bankruptcy Code"), even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise (collectively, the "Obligations"). The Debtor shall execute and deliver, in a form acceptable to the Secured Parties, all documents that are reasonably necessary to perfect and maintain the perfection of the security interest in the Collateral, and the Debtor hereby authorizes the Secured Parties to file any UCC-1 financing statement(s), and amendments the Secured Parties deem necessary to perfect this

Agreement. The Debtor also hereby grants and transfers to the Secured Parties as additional security, a security interest in any and all after acquired Collateral in which the Debtor hereafter acquires rights.

3. Description of Collateral. The collateral covered by this Agreement and in which a security interest is hereby granted and transferred to the Secured Parties is as follows (the "Collateral"):

- a. all present and future rights of the Debtor to (i) all furniture, fixtures, equipment, inventory, and supplies, (ii) all accounts, all payments and rights to payment from all sources, including, without limitation, those that are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance, (iii) deposit accounts, (iv) proceeds of letters of credit of which the Debtor is named beneficiary, (v) general intangibles, (vi) contract rights, (vii) chattel paper, (viii) instruments, (ix) documents, (x) insurance proceeds, and (xi) all other indebtedness and obligations whatsoever owing to or owned or acquired by the Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any property that the same may represent, and all right, title, security and guarantees with respect to each of the foregoing, whether now owned or hereafter acquired.
- b. State of Alaska Package Store License #1405 issued to DariaJohn, LLC, dba Dillingham Liquor Store, and State of Alaska Package Store License #2787 issued to DariaJohn, LLC, dba Olsen's Liquor Store. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the Secured Parties, as transferors, retain a security interest in the liquor licenses that are the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the licenses without satisfaction of other creditors as provided by Alaska Statute.

4. Security Interest in Proceeds. The Debtor also hereby grants and transfers to the Secured Parties a security interest in any and all proceeds, as defined in the Uniform Commercial Code as adapted in Alaska ("Code"), of the Collateral or any part of the Collateral (hereinafter, the "Proceeds"). Any and all references hereinafter to Collateral shall be deemed to include Proceeds.

5. Covenants, Representations and Warranties of the Debtor. The Debtor hereby covenants, represents and warrants to the Secured Parties that:

- a. The Debtor is the full legal and equitable owner of the Collateral and no other person or entity has any right, title, interest, or claim in or to the Collateral or any part of the Collateral. The Debtor has the right and lawful authority to pledge the Collateral hereunder and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of the Debtor. This Agreement is a legally valid and binding obligation of the Debtor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

- b. The Debtor owns the Collateral free and clear of any lien, security interest, charge or encumbrance ("Lien"), except for the liens granted herein.
- c. No financing statement or other instrument similar in effect covering all or any part of the Collateral is or shall be on file in any recording office, except such as may have been filed in favor of, or assigned to, the Secured Parties pursuant to any agreement executed by the Parties. The execution, delivery and performance of this Agreement by the Debtor does not and will not result in a breach of, or constitute a default under, any agreement, lease or instrument to which the Debtor is a party or by which it or its property may be bound.
- d. This Agreement creates a valid, perfected (upon the filing of one or more financing statements in the Central Filing Office in Alaska that is maintained by the Department of Natural Resources) security interest in the Collateral and Proceeds securing the payment of the obligations hereunder, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.
- e. The Debtor shall not sell, lease, transfer or otherwise dispose of or encumber the Collateral, or any part of the Collateral, without the prior written consent of the Secured Parties; provided, however, the Debtor shall be entitled to utilize the Collateral and Proceeds for the payment of the debts and obligations of the Debtor, but solely for such payments that are made in the ordinary course of business.
- f. The Debtor shall not create or suffer to exist any lien or security interest in the Collateral, other than the liens herein granted, nor permit the Collateral to be levied upon, attached or seized where such levy, attachment or seizure is not cured or dismissed within thirty (30) days. The Debtor shall defend the Collateral against the claims and demands of all persons except the Secured Parties.
- g. The Debtor shall pay before delinquency all taxes or other governmental charges levied against the Collateral and all assessments or liens in connection with the Collateral or necessary to preserve the Collateral and will pay any tax that may be levied on any Obligation secured hereby.
- h. The Debtor shall promptly notify the Secured Parties in writing of any event that affects the value of the Collateral, or the rights and remedies of the Secured Parties in relation thereto, including, but not limited to, the levy of any legal process against the Collateral.
- i. The Debtor shall immediately notify the Secured Parties of any proposed or actual change of the Debtor's name, identity, form of organization, jurisdiction of organization or the principal place of business of the Debtor.
- j. The records regarding the Collateral shall be located at the principal office of the Debtor or, if applicable, the management company managing the Debtor's business and shall not, during the continuance of this Agreement, be removed from those premises without the prior written consent of the Secured Parties. The Debtor shall maintain all records and evidence of or pertaining to the Collateral, herein called the "Records," in

an updated state at the Debtor's own cost and expense. The Debtor shall not, without the prior written consent of the Secured Parties, sell or otherwise dispose of any portion of the Records until all amounts secured by the security interest created by this Agreement have been fully and finally paid.

- k. The Secured Parties and their authorized representatives or agents, upon at least two (2) business days prior written notice, shall have the right at any time during normal business hours and at reasonable intervals to enter the premises where the Collateral is located and inspect said Collateral and to enter the premises where the Records are located and inspect the Records. For purposes of this Agreement, the term "business day" shall mean any day that is not a Saturday, Sunday or United States national holiday.
- l. When requested by the Secured Parties, the Debtor, at the expense of the Debtor, shall execute and deliver any written instruments and documents and do any other acts necessary or reasonably desirable in order to perfect and protect any security interest granted or purported to be granted hereunder or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder or to in any other way effectuate more fully the purpose and provisions of this Agreement.
- m. The Debtor shall defend, indemnify and hold the Secured Parties harmless from and against any and all losses, costs, damages, liabilities or expenses, including, but not limited to, reasonable attorneys' fees that the Secured Parties may sustain or incur by reason of defending or protecting its security interest or the priority thereof occasioned by the Debtor's breach of any covenant contained in this Section 5 (Covenants, Representations and Warranties of the Debtor), or enforcing payment of the Obligations hereby secured, or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement, the Obligations or the Collateral, except where such losses, costs, damages, liabilities, expenses or fees are caused by the gross negligence or willful misconduct of the Secured Parties.
- n. The Debtor shall not make or agree to any reduction in the original amount owing on any account receivable of the Debtor, nor accept less than the original amount owing in satisfaction of a receivable; provided, however, that prior the occurrence of a Default or during any cure period for a Default, if applicable (so long as the Debtor is taking actions in good faith to cure such Default) under this Agreement, the Debtor may take such actions (i) only if taken in the ordinary course of the Debtor's business and in accordance with its current policies and (ii) so long as such policies of the Debtor are substantially similar to such policies then in effect at other organizations in the same or similar business as the Debtor.
- o. In the event of a Default (as hereinafter defined) hereunder or a default under the Promissory Note, the Debtor shall pay all expenses incurred by the Secured Parties in connection with the collection of the Collateral, including expenses of and incidental to accounting, correspondence, collection effort, reporting to account or contract debtors, filing, recording and record keeping.

6. The Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) the Debtor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Secured Parties of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral and (iii) the Secured Parties shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Parties be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

7. Insurance. The Debtor shall, at its own expense, maintain insurance with respect to the Collateral and business of the Debtor in such amounts, against such risks, in such form and amounts and with such insurers, as shall be satisfactory to the Secured Parties from time to time, but not in excess of the full insurable value thereof. The Secured Parties shall be listed as additional insureds under the policies and evidence of such shall be provided to the Secured Parties. The Debtor shall provide at least thirty (30) days' prior written notice to the Secured Parties of cancellation, material amendment, reduction in scope or limits of coverage or lapse. The Debtor shall, if so requested by the Secured Parties, deliver to the Secured Parties original or duplicate policies of such insurance and, as often as the Secured Parties may reasonably request, a report of a reputable insurance broker with respect to such insurance. Further, the Debtor shall, at the request of the Secured Parties, duly execute and deliver instruments of assignment of such insurance policies to comply with the requirements of Section 7 hereof and cause the respective insurers to acknowledge notice of such assignment.

Upon the occurrence and during the continuance of any Default under this Agreement all insurance payments in respect of the Collateral shall be paid to and applied by the Secured Parties as specified in Section 11 hereof.

8. Actions by the Secured Parties. In the event of Default under the terms of this Agreement, the Secured Parties shall also have the right, at their option, to enter the premises where the records or any part of the records are located, and cause to be performed as agent and on the account of the Debtor any such acts as it may deem necessary for the proper maintenance of the records or the maintenance and preservation of any part of the Collateral. Any monies expended or expenses incurred by the Secured Parties under this Section 8 shall also be secured by the security interest created by this Agreement and shall be due and payable by the Debtor to the Secured Parties, together with interest at the highest rate allowed by law, on demand.

9. Waiver of Rights and Defenses. The Debtor hereby waives any right to require the Secured Parties to proceed against any account debtor or to proceed against the Collateral, including, but not limited to, any accounts assigned hereunder, and the Debtor waives the right to require the Secured Parties to pursue any other remedy for the benefit of the Debtor and agrees that the Secured Parties may proceed against the Debtor for the amount of any indebtedness owed by the Debtor to the Secured Parties without taking any action against any account debtor or any other party and without selling or otherwise proceeding against the Collateral or applying any security it may hold.

10. Default Defined. The term "Default" shall mean the occurrence of any of the following events:

- a. Failure to keep or perform and cure within any applicable grace period as provided herein any of the terms or provisions of this Agreement, the Promissory Note, or any Obligation;
- b. The levy of or any attachment, execution or other process against the Debtor that is not cured or dismissed within any applicable grace period as provided herein against the Collateral;
- c. The insolvency or dissolution of the Debtor;
- d. (i) The application for the appointment of a receiver or custodian for the Debtor or the property of the Debtor, (ii) the entry of an order for relief or the filing of a petition by or against the Debtor under the provisions of the Bankruptcy Code, or any other bankruptcy or insolvency law, or (iii) any assignment for the benefit of creditors by or against the Debtor;
- e. Any representation, warranty or certification made by the Debtor in connection with this Agreement or the Promissory Note shall be false in any material respect on the date as of which made;
- f. The Secured Parties' security interest in the Collateral is not at all times a perfected security interest; or
- g. The Debtor shall fail, breach or default in the performance of any of the obligations or covenants owing by the Debtor to the Secured Parties pursuant to any agreement.

11. Remedies Upon Default. In the event of a Default, the Secured Parties shall have all the rights and remedies afforded a Secured Parties by the Code or other law, as amended from time to time, and may, in connection therewith, subject to any applicable state alcohol statute or regulation, also:

- a. Enter on the Debtor's premises to assemble and take possession of the Collateral and Records;
- b. Require the Debtor to assemble the Collateral and Records and make their possession available to the Secured Parties at a place designated by the Secured Parties that is reasonably convenient to both the Debtor and the Secured Parties;
- c. After giving the Debtor written notice, notify the account debtors obligated on any or all of the Collateral to make payment directly to the Secured Parties, and to take control of all Proceeds of any such Collateral, and to compromise said Collateral;
- d. Apply the Proceeds received from the sale or other disposition of the Collateral upon Default, in addition to the items specified in the Code, to the payment of reasonable

attorneys' fees and legal expenses incurred by the Secured Parties as a result of the Debtor's Default.

- e. Take immediate possession of the Collateral and use and operate said Collateral. For the purpose of taking immediate possession of the Collateral, the Secured Parties may enter into any premises upon which the Collateral is located, and search for the same and take possession and keep and store the same on said premises until sold or delivered or, in the alternative, may remove the Collateral or any part thereof to such other place as the Secured Parties may desire, subject to any applicable state alcohol statutes and regulations. The Secured Parties may, at its option, sell and dispose of all the Collateral at a public auction or private sale for cash or for credit, upon such terms as it may elect, after giving such notice as is required by the Code, and the Debtor shall be credited with the amount of any such sale only when the cash proceeds thereof are actually received by the Secured Parties. Any requirements of notice shall be met if such notice is mailed, postage prepaid, at least ten (10) calendar days before the time of sale or other disposition. None of the Collateral subject to the security interest created hereby need be in view of those attending any such sale or other disposition or be in its physical possession at or as a condition to selling or otherwise disposing thereof. The Secured Parties are specifically given the right to bid and purchase at any public auction or private sale, if permitted under the Code. The Secured Parties may sell the Collateral described herein or any other Collateral as the Secured Parties may have securing the Obligations (including real property Collateral) in such order, priority and lots as the Secured Parties, in its sole and absolute discretion, may designate and the Debtor shall not have the right to direct in what order or priority the Collateral may be sold. All expenses of retaking, holding, preparing for sale, selling or the like shall include, without limitation, the Secured Parties' reasonable attorneys' fees and other legal expenses and disbursements.
- f. Apply the Proceeds to the Promissory Note by allocating first to the amount due to Brannon Rentals and, when Brannon Rentals is fully paid, to the Obligations due to Kvichak Pacific.

12. Additional Rights of the Secured Parties and Waiver. The Debtor hereby expressly consents to any delay or indulgence by the Secured Parties in enforcing any of the obligations secured hereby and to any extension of time for payment of any indebtedness due the Secured Parties. The cessation of the liability of the Debtor for repayment of the Obligations for any reason other than full payment, or any extension, renewal, forbearance, change of rate of interest (if applicable), or the Secured Parties' acceptance, release or substitution of security, or any impairment or suspension of the Secured Parties' remedies or rights against the Debtor shall not in any manner affect the liability of the Debtor hereunder or the Secured Parties' security interest in the Collateral.

13. Charges Incurred Under this Agreement. All advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by the Secured Parties in exercising any right, power or remedy conferred by this Agreement, or, in the event of enforcement thereof through a proceeding of any sort, awarded by the court or arbitrator hearing or deciding the action or proceeding giving rise to the utilization of such attorney, shall become a part of the Obligations

secured hereunder and shall be paid to the Secured Parties by the Debtor immediately and without demand following notification of the occurrence thereof, and to the extent not paid within five (5) calendar days thereafter, shall bear interest at 15%.

14. Termination. This Agreement and the security interest in the Collateral created hereby shall terminate after payment and performance in full of all Obligations arising hereunder or under the Promissory Note. Upon such payment and performance in full of all Obligations, the Collateral shall be released from the security interest hereby created and the Secured Parties will, at the Debtor's expense, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such release.

15. Notices. All notices permitted under this Agreement shall be in writing signed by the party giving same and shall be deemed effective upon personal delivery, one (1) day after delivery by recognized overnight courier, or three (3) days after mailing by certified or registered mail, postage prepaid, as follows:

If to the Secured Parties, addressed to:

Michael J. Keenan
P.O. Box 91006
Anchorage, Alaska 99509
Email: mjkatty49@gmail.com

With a copy to (which shall not constitute notice):

DORSEY & WHITNEY, LLP
1031 West Fourth Avenue, Suite 600
Anchorage, Alaska 99501
Attention: Michael R. Mills
Email: mills.mike@dorsey.com

If to the Debtor, addressed to:

Thomas and Gretchen Mueller
P. O. Box 1431
Dillingham, Alaska 99576
Email: tomjmueller58@gmail.com

With a copy to:

Law Offices of Royce & Brain
3150 C Street, Suite 245
Anchorage, Alaska 99503
Attention: Jason J. Ruedy
Email: jruedy@roycebrain.com

16. Time Is of the Essence. Time is hereby expressly declared to be of the essence of this Agreement.

17. Assignment. The Secured Parties may assign their rights under this Agreement and the security interest created by this Agreement. Should the Secured Parties assign their rights under this Agreement or the security interest created by this Agreement, the Secured Parties' assignee shall be entitled, on written notice of the assignment being given by the Secured Parties to the Debtor, to all performance required of the Debtor in this Agreement and all payments and monies when due that are secured by this Agreement. This Agreement and each of its provisions shall be binding on the heirs, executors, administrators, successors and assigns of each of the parties hereto. Except as otherwise provided in this Agreement, nothing contained in this Section 17 shall be deemed a consent to the sale, assignment or transfer by the Debtor of the Collateral or the obligations of the Debtor under this Agreement.

18. Entire Agreement. This Agreement together with the Promissory Note, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

19. Governing Law; Uniform Commercial Code. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. It is the intention of the parties hereto that this Agreement is entered into pursuant to the provisions of the Code and terms defined in such Code not otherwise defined in this Agreement are used in this Agreement as defined in that Code on the date of this Agreement. Any provisions of said Code not specifically included herein shall be deemed a part of this Security Agreement in the same manner as set forth herein in its entirety; and any provisions of this Agreement that might in any manner be in conflict with any of the provisions of said Code shall be deemed superseded by said Code, and to that extent the provisions hereof that are superseded by the Code shall be severable and the invalidity of one shall not invalidate another.

20. The Secured Parties Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Secured Parties to be the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, the Secured Parties or otherwise, from time to time in the Secured Parties' discretion, when a Default exists and is continuing, to take any action and to execute any instrument that the Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

a. To obtain and adjust insurance required to be maintained by the Debtor or paid to the Secured Parties pursuant to Section 7 (Insurance) hereof;

b. To ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for monies due and to become due under or in respect of any of the Collateral;

c. To receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with Section 11 (Remedies Upon Default) hereof;

d. To file any claims or take any action or institute any proceedings that Secured. Party may deem necessary for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Parties with respect to any of the Collateral;

e. To pay or discharge taxes or liens, levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Parties in its sole discretion, and such payments made by the Secured Parties to become obligations of the Debtor to the Secured Parties, due and payable immediately without demand;

f. To sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents relating to the Collateral;

g. Generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Parties were the absolute owner thereof for all purposes, and to do, at the Secured Parties' option and the Debtor's expense, at any time, or from time to time, all acts and things that the Secured Parties deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do; and

h. To exercise all of the Debtor's rights, powers and privileges under any of the Debtor's contracts and to require the Debtor, as determined in the Secured Parties' sole discretion to (i) take such actions as may be necessary to assign such rights to the Secured Parties, (ii) continue to perform in accordance with the terms of such contracts and (iii) use its best efforts to preserve the value of each contract.

21. Indemnity of Debtor. The Secured Parties shall indemnify the Debtor from and against all losses occasioned by the Secured Parties' gross negligence or willful misconduct in exercising the foregoing powers. As set forth in Section 13 (Charges Incurred Under this Agreement), the Debtor shall reimburse the Secured Parties for any costs incurred by the Secured Parties in exercising the foregoing powers.

22. The Secured Parties May Perform. If the Debtor fails to perform any agreement contained herein, the Secured Parties may perform, or cause performance of, such agreement, and the expenses of the Secured Parties incurred in connection therewith shall be payable by the Debtor.

23. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or be given any substantive effect.

24. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision of obligation and in any other jurisdiction, shall not in any way be affected or impaired thereby.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Secured Parties and the Debtor have executed this Agreement as of the date first written above.

SECURED PARTIES:

Brannon Rentals, LLC

By: Michael J. Keenan
Its: Member/Manager

Kvichak Pacific, LLC

By: Michael J. Keenan
Its: Member/Manager

DEBTOR:

DariaJohn, LLC

By: Thomas Mueller
Its: Member

By: Gretchen Mueller
Its: Member

ASSET PURCHASE AGREEMENT

by and among

DARIAJOHN, LLC & LILROCK, LLC, BUYERS

and

KVICHAK PACIFIC, LLC & BRANNON RENTALS, LLC, SELLERS

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”), dated as of September 30, 2022 (the “*Effective Date*”), is made and entered into by and among Brannon Rentals, LLC, an Alaska limited liability company d/b/a Dillingham Liquor Store (“*Brannon Rentals*”), Kvichak Pacific, LLC, an Alaska limited liability company d/b/a Olsen’s Liquor Store (“*Kvichak Pacific*” and collectively with Brannon Rentals, the “*Sellers*”), DariaJohn, LLC, an Alaska limited liability company (“*DariaJohn*”), and LiLRock, LLC, an Alaska limited liability company (“*LiLRock*” and collectively with DariaJohn, the “*Buyers*”). Sellers and Buyers are sometimes referred to singularly as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, Michael J. Keenan, a resident of Alaska (“*Keenan*”) is the sole member of the Sellers.

WHEREAS, Thomas Mueller, a resident of Alaska (“*Thomas*”) and Gretchen Mueller, a resident of Alaska (“*Gretchen*” and collectively with Thomas, the “*Muellers*”) are the only members of the Buyers.

WHEREAS, Sellers desires to sell and assign to Buyers, and Buyers desires to purchase from Sellers, on the terms and subject to the conditions set forth in this Agreement, the assets of Sellers identified in Section 1.1 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, Buyers and Sellers hereby agree as follows:

Article 1. Transfer of Assets

1.1 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Sellers shall collectively, at the Closing (as defined in Section 3.1 hereof), sell, transfer, and assign to the respective Buyers, and Buyers shall purchase and acquire from Sellers, all of Sellers’ right, title, and interest, as of the Closing Date (as defined in Section 3.1 hereof), in and to the following described assets of the respective Sellers (collectively, the “*Transferred Assets*”) identified below:

- (a) The real property, buildings, and fixtures owned by Brannon Rentals that are described on Schedule 1.1(a) to this Agreement (the “*Real Property*”);
- (b) That certain Commercial Lease Agreement dated September 1, 2022 by and between Kvichak Pacific and DMV4 Properties, LLC (the “*Lease*”);
- (c) The two liquor licenses owned by the respective Sellers described in Schedule 1.1(c) (the “*Liquor Licenses*”) issued by the State of Alaska Alcoholic Beverage Control Board (the “*ABC Board*”);
- (d) All third party contracts of each Seller described on Schedule 1.1(d) to this Agreement;

(e) \$10,000 in cash from Brannon Rentals for working capital ("*Working Capital*");

(f) All of the equipment and furnishings owned by the respective Sellers as of the Closing Date, as described on Schedule 1.1(f);

(g) All of the respective Sellers' inventory of alcoholic beverages as of the Closing Date, which shall be "normal" levels of inventory and more particularly described on Schedule 1.1(g) to be added at Closing;

(h) The right to use the name "Dillingham Liquor Store" and "Olsen's Liquor Store" by DariaJohn;

(i) All supplier and/or vendor lists, manuals, specifications, maintenance records, labels, brochures, advertising materials, and other books and records for each Seller;

(j) Computer disk with names and addresses or email addresses of clients that each Seller has in its records;

(k) All other intangible assets of each of the Sellers, including all intellectual property, business telephone numbers, email addresses, the respective websites and domain names, and any social media accounts of the respective Sellers;

(l) And any Goodwill associated with any of the above for each Seller.

1.2 Excluded Assets. All other assets of each of the Sellers not expressly described in Section 1.1 of the Schedules thereto ("*Excluded Assets*") shall be retained by Sellers and shall not be sold, transferred, or assigned to Buyers in connection with the purchase of the Transferred Assets. Without limiting the generality of the foregoing, Excluded Assets shall include the assets described in Schedule 1.2 to this Agreement.

1.3 Assumed Contracts and Liabilities. Upon the terms and subject to the conditions set for in this Agreement, as of the Closing, Buyers shall assume and agree to perform and discharge only those liabilities and obligations of Sellers relating to the Transferred Assets (collectively "*Assumed Liabilities*"), accruing or otherwise arising after the Closing Date and relating to Buyers' ownership of the Transferred Assets and operation of the associated business enterprise, expressly identified in Schedule 1.3 to this Agreement.

1.4 Excluded Liabilities. Notwithstanding the provisions of this Agreement, and regardless of any disclosure made by Sellers, Buyers shall not assume, and the Assumed Liabilities shall not include any liabilities, obligations, or commitments of Sellers not expressly identified as Assumed Liabilities, including, but not limited to:

(a) Any uncured defaults in the performance of any matter by Sellers prior to Closing;

(b) Any indebtedness of Sellers;

(c) Any liabilities for taxes relating to or arising out of Sellers' business operations with respect to any time period prior to the Closing Date;

(d) Any claim, cause of action, judicial or administrative action, suit, proceeding, or investigation, pending or threatened as of the Closing Date, relating to periods prior to the Closing Date;

(e) Any failure or alleged failure to comply with any law, rule, regulation, statute, ordinance, permit, judgment, injunction, order, license, or other governmental approval, which failure occurred or was alleged to have occurred prior to the Closing Date;

(f) Any infringement or alleged infringement of the rights of any other person or entity arising out of the use of any intellectual property prior to the Closing Date;

(g) Any liability, obligation, or commitment, arising prior to the Closing Date, whether or not included in the Assumed Liabilities, with respect to which Sellers are covered by insurance, to the extent of such coverage; and

(h) Any obligation, expense or liability of Sellers arising out of or incurred as a result of any third party transaction of Sellers occurring after Closing.

Article 2. Purchase Price

2.1 Amount. The purchase price (the "*Purchase Price*") for the Transferred Assets shall be Four Million Dollars (\$4,000,000).

2.2 Cash at Closing. At Closing, the Buyers shall pay Fifty Thousand Dollars (\$50,000) of the Purchase Price in cash ("*Cash Payment*").

(a) LiLRock Promissory Notes. At Closing, LiLRock shall execute and deliver to Brannon Rentals a promissory note in a form substantially as set forth in Exhibit A (the "*LiLRock Promissory Note*") in the principal amount of Seven Hundred Ninety Thousand Dollars (\$790,000) amortized over an eleven (11) year period from the date of Closing at a five percent (5%) interest rate, compounded annually, with the full balance being due three (3) years from the Closing Date. The LiLRock Promissory Note shall be secured by the Real Property through a Deed of Trust and Assignment of Rents, substantially in the form attached hereto as Exhibit B (the "*Deed of Trust*"). The LiLRock Promissory Note shall be cross-defaulted with the DariaJohn Promissory Note defined below.

(b) DariaJohn Promissory Note. At Closing, DariaJohn shall execute and deliver to Sellers a promissory note in a form substantially as set forth in Exhibit C (the "*DariaJohn Promissory Note*") in the principal amount of Three Million One Hundred Sixty Thousand Dollars (\$3,160,000) amortized over an eleven (11) year period from the date of Closing at a five percent (5%) interest rate, compounded annually, with the full balance being due three (3) years from the Closing Date. The DariaJohn Promissory Note shall be secured by all property transferred by Sellers to DariaJohn and after-acquired property of DariaJohn, including: (1) a Security Agreement covering all personal property, including the Liquor Licenses, substantially in the form attached hereto as Exhibit D; (3)

an Assignment and Assumption of Lease Agreement for Security for each of the Liquor License locations to be held in escrow by Sellers, substantially in the form attached hereto as Exhibit E; and (4) a UCC-1 Financing Statement from DariaJohn for each of the Liquor License locations, substantially in the form attached hereto as Exhibit F. The DariaJohn Promissory Note shall be cross-defaulted with the LiLRock Promissory Note.

(c) Guaranty. Thomas and Gretchen Mueller ("*Guarantors*") shall guarantee the payment of the Joint Promissory Note by executing and delivering to Sellers a Guaranty (the "*Guaranty*") in favor of Sellers, substantially in the form attached hereto as Exhibit G, which will be secured by a Pledge Agreement (the "*Pledge Agreement*") covering all of the Guarantors' membership interests in DariaJohn and LiLRock, substantially in the form attached hereto as Exhibit H. Guarantors shall also each execute and deliver an Assignment of Membership Interests in DariaJohn and LiLRock (the "*Assignment of Membership Interests*"), substantially in the form attached hereto as Exhibit I, which shall be held in escrow pending full payment of the Joint Promissory Note or an uncured default that allows Sellers to take ownership of the Buyer entities.

2.3 Manner of Payment. Buyers shall pay the Cash Payment for the Transferred Assets to Sellers on the Closing Date by wire transfer to Sellers' account. Payments on the Joint Promissory Note shall be made after Closing as directed by Sellers.

2.4 Allocation of Purchase Price. The Buyers and Sellers have allocated the Purchase Price among the Transferred Assets and Sellers as set forth on Exhibit J. The parties understand and agree that the amount of Purchase Price allocated to Inventory in Exhibit J is subject to change at Closing based on actual inventory on hand and any changes in Inventory from the Effective Date will be inversely reflected in the amount of Purchase Price allocated to Goodwill. Sellers reserve the right to apply payments to the assets sold in their discretion. Buyers shall prepare for filing all of the tax returns, information returns and statements ("*Returns*") that may be required with respect to the transaction provided for herein pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended (the "*Code*"), any Treasury Regulations promulgated thereunder, any other similar provision of the Code and any other similar, applicable foreign, state or local tax law or regulation consistent with the allocation on Exhibit J. Sellers shall provide information that may be required by Buyers for the purpose of preparing such Returns, execute and file such Returns as requested by Buyers and file all other returns and tax information on a basis that is consistent with such Returns prepared by Buyers.

2.5 Liquor Credit. As of the Closing Date, and continuing for a three (3) year period thereafter, Keenan shall be allowed each year to obtain a cumulative total not to exceed of \$3,500 worth of alcoholic beverages (valued at wholesale cost) from DariaJohn at no cost to Keenan.

Article 3. Closing

3.1 Closing. The final closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Dorsey & Whitney LLP, 1031 W. 4th Ave., Ste. 600, Anchorage, AK 99501, or as otherwise agreed by the Parties, and shall be effective as of the later of 12:01 AM (Alaska time) on January 1, 2023, or upon approval by the ABC Board for the transfer of the Liquor Licenses from Sellers to Buyers (the "*Closing Date*").

3.2 Closing Costs. At Closing, Sellers on the one hand and Buyers on the other hand shall equally share all recording fees and other closing costs and pay for their respective attorneys' fees, except for fees and costs related to the transfer of the Liquor Licenses, as set forth in Section 9.3 and the payment of all title insurance costs, which shall be borne exclusively by LiLRock.

3.3 General Procedure. At the Closing, each party shall deliver to the party entitled to receipt thereof the documents required to be delivered pursuant to Article 9 hereof and such other documents, instruments and materials (or complete and accurate copies thereof, where appropriate) as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be satisfactory in form and substance to counsel for the receiving party. The conveyance, transfer, assignment and delivery of the Transferred Assets shall be effected by Brannon Rentals' execution and delivery to LilRock of a Quitclaim Deed covering the Real Property, substantially in the form of Exhibit K, the execution and delivery by Kvichak Pacific and DariaJohn of an Assignment and Assumption Agreement covering the Lease, substantially in the form attached hereto as Exhibit L (the "*Assignment and Assumption Agreement*"), and the execution and delivery by each Seller of a Bill of Sale substantially in the form attached hereto as Exhibit M (the "*Bill of Sale*"), and such other instruments of conveyance, transfer, assignment and delivery as Buyers shall reasonably request to cause Sellers to transfer, convey, assign and deliver the Transferred Assets to Buyers.

Article 4. Representations and Warranties of Sellers

Each Seller hereby represents and warrants to Buyers as to themselves and the property each owns that the following statements are true and correct as of the date of this Agreement and will also be true and correct on the Closing Date as set forth on a Bring-Down Certificate:

4.1 Incorporation and Corporate Power. Each Seller is a limited liability company duly incorporated, validly existing, and in good standing under the laws of the State of Alaska and each Seller has all requisite corporate power and authority to own the Transferred Assets being sold to Buyers.

4.2 Execution, Delivery; Valid and Binding Agreement. The execution, delivery, and performance of this Agreement by each of the Sellers and the consummation of the transactions contemplated hereby have been duly and validly authorized by the sole member of each Seller, and no other corporate proceedings on its part are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by each of the Sellers and, assuming that this Agreement is the valid and binding agreement of Buyers, constitutes the valid and binding obligation of each of the Sellers, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity.

4.3 Authority. Each of the Sellers has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

4.4 Condition of Transferred Assets. Based upon the familiarity of the Muellers with the Transferred Assets, the Transferred Assets are being sold to Buyers on an AS IS, WHERE IS basis.

4.5 Brokerage. No broker, finder or other party was the procuring cause of or is otherwise entitled to any commission or other compensation with respect to the transaction described in this Agreement, based on the actions of Sellers or anyone acting on Sellers' behalf. Sellers shall indemnify, defend and hold Buyers harmless with respect to any claim or demand for any commission or other compensation respecting the transaction described in this Agreement made by any person or entity claiming to have dealt with Sellers, including the defense of any action which may be brought by any such person or entity.

4.6 Title of Transferred Assets. Each Seller has good and marketable title to the Transferred Assets being sold to Buyers under this Agreement. Such Transferred Assets will be free and clear of all liens mortgages, security interests, pledges, charges, and other encumbrances at Closing.

4.7 Taxes. Each Seller has timely filed all tax returns and have not been notified of any audit, contest of tax returns, or taxes owing in connection with the same by any government taxing authority.

4.8 No Pending or Threatened Claim of Litigation. There is no pending or threatened litigation or other type of proceeding relating to or otherwise affecting or concerning either Seller with respect to the business or its interest in any one of the Transferred Assets. In addition, there has been no condition or action that has been conducted that may result in a lien, charge, encumbrance or judgment against any of the Transferred Assets.

4.9 Compliance with Existing Laws. Neither Seller has received notice of an existing violation of any applicable ordinance, statute, order or regulation with respect to the ownership, use or condition of the business or any of the Transferred Assets.

Article 5. Additional Representations and Warranties of Brannon Rentals

In addition to the representations and warranties in Article 4, Brannon Rentals hereby further represents and warrants to LiLRock that the following statements are true and correct as to the Real Property as of the date of this Agreement and will be true and correct on the Closing Date:

5.1 Condemnation. Brannon Rentals has received no notice from any governmental authorities that proceedings for the condemnation of any portion of the Real Property are pending.

5.2 Foreign Person. Brannon Rentals is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and LiLRock has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Brannon Rentals in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

Article 6. Representations and Warranties of Buyers

Each Buyer hereby represents and warrants to Sellers that:

6.1 Organization and Limited Liability Company Power. Each Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alaska and has all requisite power and authority to purchase the Transferred Assets.

6.2 Execution, Delivery, Valid and Binding Agreement. The execution, delivery and performance of this Agreement by each Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by the managing member(s) of each Buyer and no other limited liability company proceedings on its part are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by each Buyer and constitutes the valid and binding obligation of each Buyer, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity.

6.3 Authority. Each Buyer has the requisite limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

6.4 Inspection. Each Buyer has had the opportunity to inspect the Transferred Assets (including the Real Property) being sold and are satisfied with their condition. Each Buyer also has had the opportunity to review the balance sheets and income statements prepared by each Seller and the two most recent tax returns of each Seller and to ask questions of each Seller regarding all such information.

6.5 Brokerage. No broker, finder or other party was the procuring cause of or is otherwise entitled to any commission or other compensation with respect to the transaction described in this Agreement based on the actions of Buyers or anyone acting on Buyers' behalf. Each Buyer shall indemnify, defend, and hold Sellers harmless with respect to any claim or demand for any commission or other compensation respecting the transaction described in this Agreement made by any person or entity claiming to have dealt with Buyers, including defense of any action which may be brought by any such person or entity.

Article 7. Covenants of Sellers

7.1 Conduct of the Business. Sellers agree that, from the date hereof until the Closing Date, unless otherwise consented to by Buyers in writing, Sellers shall not, directly or indirectly, sell, pledge, dispose of, or encumber any of the Transferred Assets, except in the ordinary course of business.

7.2 Conditions. Sellers shall take all commercially reasonable actions necessary to cause the conditions set forth in Section 9.1 to be satisfied and to consummate the transactions contemplated herein on or after January 1, 2023.

Article 8. Covenants of Buyers

Buyers covenants and agree with Sellers as follows:

8.1 Conditions. Buyers shall take all commercially reasonable actions necessary to cause the conditions set forth in Section 9.2 to be satisfied and to consummate the transactions contemplated herein on or after January 1, 2023.

Article 9. Conditions to Closing

9.1 Conditions to Buyers' Obligations. The obligation of Buyers to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions on or before the Closing Date:

(a) LiLRock's acceptance of all matters reflected on title to the Real Property, subject to the procedure set forth herein. Within five (5) days after the effective date of this Agreement, LiLRock shall order a preliminary title insurance commitment (the "*Title Commitment*") from Alyeska Title Guaranty Agency ("*Title Company*"). LiLRock shall have five (5) days from receipt of the Title Commitment (the "*Title Review Period*") to review the state of title to the Real Property. Prior to the end of the Title Review Period, Buyer shall deliver written notice (the "*Title Objection Notice*") to Brannon Rentals of any objections or defects to title noted in the Title Commitment that impair the marketability of the title to which LiLRock objects (the "*Title Objections*"). LiLRock will be deemed to have waived its rights to object to any title objections or defects if it fails to give Brannon Rentals timely notice of such objections and any exceptions or defects to title to which LiLRock does not timely object during the Title Review Period shall be deemed to be "*Permitted Exceptions*." Brannon Rentals shall have until the Closing to remove or otherwise render acceptable the Title Objections or to decline to correct such Title Objections, provided that, Brannon Rentals shall notify LiLRock in writing ("*Seller's Cure Notice*") within five (5) days of the receipt of LiLRock's Title Objection Notice which Title Objections, if any, Brannon Rentals will remove prior to Closing. If Brannon Rentals does not provide a Seller's Cure Notice to LiLRock within such time period, Brannon Rentals shall be deemed to have declined to remove all Title Objections identified in Buyer's Title Objection Notice. If Brannon Rentals does not correct or remove the Title Objections it has agreed to remove on or before the Closing, then LiLRock shall either (i) waive such uncured objections and accept title to the Real Property subject to such uncured objections (which shall be deemed to be included as Permitted Exceptions at that point) without adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice to Seller, pursuant to Article 10. LiLRock may elect to request the Title Company issue a standard owner's policy of title insurance at Closing in a policy amount equal to the Purchase Price allocated to the Real Property, subject to the Permitted Exceptions. LiLRock shall pay the premium amount related to any such policy.

(b) The representations and warranties set forth in Article 4 and Article 5 hereof shall be true and correct in all material respects at and as of the Closing Date as though then made, except that any such representation or warranty made as of a specified date (other than the date hereof) shall only need to have been true on and as of such date;

(c) Sellers shall have performed in all material respects all of the covenants and agreements required to be performed and complied with by it under this Agreement prior to the Closing;

(d) The Parties shall have obtained, or caused to be obtained, approval of the transfer of the Liquor Licenses from the ABC Board under the procedures as detailed in Section 9.3.

(e) There shall not be threatened, instituted or pending any action or proceeding, before any court or governmental authority or agency, domestic or foreign, challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions.

(f) On the Closing Date, each of the Sellers, as applicable, shall have delivered to the respective Buyers the following:

(1) From each Seller, a duly executed copy of this Agreement;

(2) From Brannon Rentals, a duly executed Quitclaim Deed for the Real Property and, if applicable, any documents required by the Title Company to verify removal of any Title Objections Brannon Rentals has agreed to remove from title to the Real Property,

(3) From each Seller, a duly executed copy of a Bill of Sale for the Transferred Assets;

(4) From Brannon Rentals, a duly-executed Certificate of Non-Foreign Status ("FIRPTA") in the form attached hereto as Exhibit N;

(5) From Kvichak Pacific, a duly-executed Assignment and Assumption Agreement for the Lease;

(6) From each Seller, a bring-down certificate dated as of the Closing Date, stating that all representations and warranties of each respective Seller are true and correct in all material respects as of the Closing Date;

(7) a copy of the resolution adopted by the sole member of Kvichak Pacific authorizing the execution, delivery, and performance of this Agreement and all other transactions contemplated by this Agreement;

(8) a copy of the resolution adopted by the sole member of Brannon Rentals authorizing the execution, delivery, and performance of this Agreement and all other transactions contemplated by this Agreement; and

(9) For each Seller, a Certificate of Compliance for each Seller issued by the State of Alaska Department of Commerce, Community and Economic Development ("DCCED").

9.2 Conditions to Sellers's Obligations. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or before the Closing Date:

(a) The representations and warranties set forth in Article 6 hereof will be true and correct in all material respects at and as of the Closing as though then made;

(b) Each Buyer shall have performed in all material respects all the covenants and agreements required to be performed by it under this Agreement prior to the Closing;

(c) There shall not be threatened, instituted or pending any action or proceeding, before any court or governmental authority or agency, domestic or foreign, challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions.

(d) On the Closing Date, Buyers, as applicable (e.g. LiLRock shall deliver the Deed of Trust, etc.) will have delivered to Sellers:

(1) a wire transfer in immediately available funds in the amount of \$50,000 allocated as directed by the Sellers;

(2) From each Buyer, a duly executed copy of this Agreement;

(3) From each Buyer, a duly executed Joint Promissory Note in the amount of \$3,950,000;

(4) From LiLRock, a duly executed Deed of Trust for the Real Property;

(5) From DariaJohn, a duly-executed Assignment and Assumption Agreement for the Lease;

(6) From DariaJohn, a duly-executed Assignment and Assumption of Lease Agreement for each of the Liquor License locations to be held in escrow by Sellers;

(7) From each Buyer, a duly executed Security Agreement, covering all personal property, including the Liquor Licenses;

(8) a duly executed Guaranty by the Muellers;

(9) a duly executed Pledge Agreement by the Muellers pledging 100% of the Membership Interests of each Buyer to secure the Guaranty;

(10) a duly executed Assignments of Membership Interest for each Buyer entity to effectuate the Pledge Agreement in the event of an uncured default;

(11) a copy of the resolution adopted by the members of DariaJohn authorizing the execution, delivery, and performance of this Agreement and all other transactions contemplated by this Agreement;

(12) a copy of the resolution adopted by the members of LiLRock authorizing the execution, delivery, and performance of this Agreement and all other transactions contemplated by this Agreement

(13) a Certificate of Compliance for each Buyer issued by the State of Alaska DCCED; and

(14) a bring down certificate of each Buyer dated the Closing Date, stating that the representations and warranties are true and correct in all material respects as of the Closing Date.

9.3 Liquor Licenses. Buyers and Sellers agree to cooperate in the transfer of the Liquor Licenses to Buyers. Sellers shall bear all actual attorney's fees related to the preparation of license transfer documents and communications with the Alcohol and Marijuana Control Office ("AMCO"). Buyers and Sellers agree to evenly split the costs associated with publishing fees for the transfer of the Liquor Licenses, any licensing or application fees required by AMCO, and any other fees required for the transfer of the Liquor Licenses to DariaJohn. The Buyers, and Sellers, as needed, shall appear before the Alcoholic Beverage Control Board ("ABC Board"). The Liquor Licenses are being transferred pursuant to AS 04.11.360(4)(B), AS 04.11.670, and 3AAC 304.106, which will enable Sellers to seek a retransfer of the Liquor Licenses in the event of a default.

Article 10. Termination

10.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual consent of Buyers and Sellers;

(b) by either Buyers or Sellers if there has been a material misrepresentation, breach of warranty or breach of covenant on the part of the other in the representations, warranties and covenants set forth in this Agreement;

(c) By either Buyers or Sellers if any conditions to closing in Section 9 are not satisfied;

(d) by either Buyers or Sellers if the transactions contemplated hereby have not been consummated by March 31, 2023; provided that, neither Buyers nor Sellers will be entitled to terminate this Agreement pursuant to this Section 10.1(d) if such party's willful breach of this Agreement has prevented the consummation of the transactions contemplated hereby.

10.2 Effect of Termination. In the event of termination of this Agreement by either Buyers or Sellers as provided in Section 10.1, this Agreement shall become void and there shall be no liability on the part of either Buyers or Sellers, or their respective stockholders, officers, or

directors, except that Sections 12.1, 12.2, 12.12, and 12.13 hereof shall survive indefinitely, and except with respect to willful breaches of this Agreement prior to the time of such termination.

Article 11. Survival; Indemnification

11.1 Survival, Indemnification. The covenants, representations, and warranties contained in this Agreement shall survive the Closing. Sellers agree to jointly and severally indemnify Buyers with respect to, and hold Buyers harmless from, any loss, liability or expense (including, but not limited to, reasonable legal fees) which Buyers may directly or indirectly incur or suffer by reason of, or which results, arises out of or is based upon (a) the inaccuracy of any representation or warranty made by Sellers in this Agreement, or (b) the failure of Sellers to comply with any covenants or other commitments made by Sellers in this Agreement.

Buyers agree to jointly and severally indemnify Sellers with respect to, and hold Sellers harmless from, any loss, liability or expense (including, but not limited to, reasonable legal fees) which Sellers may directly or indirectly incur or suffer by reason of, or which results, arises out of or is based upon the (a) the inaccuracy of any representation or warranty made by Buyers in this Agreement, or (b) the failure of Buyers to comply with any covenants made by Buyers in this Agreement.

11.2 Legal Proceedings. In the event Buyers or Sellers become involved in any legal, governmental, or administrative proceeding which may result in indemnification claims hereunder, such party shall promptly notify the other party in writing and include full detail of the filing, and of the nature of such proceeding. The other party may, at its option and expense, defend any such proceeding if the proceeding could give rise to an indemnification obligation hereunder. If the other party elects to defend any proceeding, it shall have full control over the conduct of such proceeding, although the party being indemnified shall have the right to retain legal counsel at its own expense and shall have the right to approve any settlement of any dispute giving rise to such proceeding, provided that such approval may not be withheld unreasonably by the party being indemnified. The party being indemnified shall reasonably cooperate with the indemnifying party in such proceeding.

Article 12. Miscellaneous

12.1 Expenses. Except as otherwise expressly provided for herein, Sellers and Buyers will pay all of their own expenses (including attorneys' and accountants' fees) in connection with the negotiation of this Agreement, the performance of their respective obligations hereunder and the consummation of the transactions contemplated by this Agreement (whether consummated or not).

12.2 Confidentiality. The Sellers and Buyers, and their respective officers, directors, partners, members, and affiliates agree to keep the terms and conditions of this Agreement and the transactions contemplated hereby confidential and agree to not disclose to any party not a party to this Agreement, or the agreements contemplated hereby, any of the terms hereof, except as may be required by applicable law.

12.3 Amendment and Waiver. This Agreement may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be

enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

12.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

Notices to Sellers:

Michael J. Keenan
P.O. Box 91006
Anchorage, Alaska 99509
Email: mjkatty49@gmail.com

With a copy to:

Dorsey & Whitney
1031 West Fourth Avenue, Suite 600
Anchorage, Alaska 99501
Attention: Michael R. Mills
Email: mills.mike@dorsey.com

Notices to Buyers:

Thomas and Gretchen Mueller
P. O. Box 1431
Dillingham, Alaska 99576
Email: tomjmueller58@gmail.com

With a copy to:

Law Offices of Royce & Brain
3150 C Street, Suite 245
Anchorage, Alaska 99503
Attention: Jason J. Ruedy
Email: jruedy@roycebrain.com

12.5 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns,

except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

12.6 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12.7 Complete Agreement. This Agreement the Schedules and Exhibits hereto, and the other documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

12.8 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12.9 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.10 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

12.11 Governing Law. The internal law, without regard to conflicts of laws principles, of the State of Alaska will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

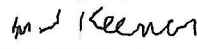
12.12 Venue. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the courts of the State of Alaska in each case located in Anchorage, Alaska, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding

[Signature page follows]

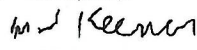
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLERS:

KVICHAK PACIFIC, LLC

DocuSigned by:
 September 28, 2022
By: Michael J. Keenan
Its: Sole Member

BRANNON RENTALS, LLC,

DocuSigned by:
 September 28, 2022
By: Michael J. Keenan
Its: Sole Member

BUYERS:

DARIAJOHN, LLC

By: Thomas Mueller
Its: Member

By: Gretchen Mueller
Its: Member

LILROCK, LLC

By: Thomas Mueller
Its: Member

By: Gretchen Mueller
Its: Member

[Signature Page for Asset Purchase Agreement]

AMCO Received 12/22/2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLERS:

KVICHAK PACIFIC, LLC

By: Michael J. Keenan
Its: Sole Member

BRANNON RENTALS, LLC,

By: Michael J. Keenan
Its: Sole Member

BUYERS:

DARIAJOHN, LLC

By: Thomas Mueller
Its: Member

DocuSigned by:


BC1AD83703924B3
By: Gretchen Mueller
Its: Member

LILROCK, LLC

By: Thomas Mueller
Its: Member

DocuSigned by:


BC1AD83703924B3
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[Signature Page for Asset Purchase Agreement]

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SELLERS:

KVICHAK PACIFIC, LLC


By: Michael J. Keenan
Its: Sole Member

BRANNON RENTALS, LLC.

By: Michael J. Keenan
Its: Sole Member

BUYERS:


DARIAJOHN, LLC

DocuSigned by:


By: Thomas Mueller
Its: Member

By: Gretchen Mueller
Its: Member

LILROCK, LLC

DocuSigned by:


By: Thomas Mueller
Its: Member

By: Gretchen Mueller
Its: Member

[Signature Page for Asset Purchase Agreement]

AMCO Received 12/22/2022

EXHIBIT A

Form of LiLRock Promissory Note

Exhibit A

AMCO Received 12/22/2022

EXHIBIT B

Form of Deed of Trust and Assignment of Rents

Exhibit B

AMCO Received 12/22/2022

EXHIBIT C

Form of DariaJohn Promissory Note

Exhibit D

AMCO Received 12/22/2022

EXHIBIT D

Form of Security Agreement

Exhibit D

AMCO Received 12/22/2022

EXHIBIT E

Form of Assignment and Assumption of Lease Agreements

Exhibit E

AMCO Received 12/22/2022

EXHIBIT F

Form of UCC-1 Financial Statements

Exhibit F

AMCO Received 12/22/2022

EXHIBIT G
Form of Guaranty

Exhibit G

AMCO Received 12/22/2022

EXHIBIT H
Form of Pledge Agreement

Exhibit H

AMCO Received 12/22/2022

EXHIBIT I

Assignment of Membership Interests

Exhibit I

AMCO Received 12/22/2022

EXHIBIT J

Allocation of Purchase Price

LiLRock to Brannon Rentals for Real Property

(Class I)	Cash and General Deposit Accounts	\$0
(Class II)	Actively Traded Securities (including certificates of deposit and foreign currency)	\$0
(Class III)	Accounts Receivable	\$0
(Class IV)	Inventory	\$0
(Class V)	Other Tangible Property	---
	1. Personal Property, Prepaid Expenses and Other Current Assets	\$0
	2. Fixed Assets (including Buildings and Leasehold Improvements)	\$790,000
(Class VI)	Other Intangible Property (Section 197 Intangibles and Liquor Licenses)	\$0
(Class VII)	Goodwill & Going Concern Value	\$0
	TOTAL	\$790,000

DariaJohn to Brannon Rentals for Personal Property

(Class I)	Cash and General Deposit Accounts	\$10,000
(Class II)	Actively Traded Securities (including certificates of deposit and foreign currency)	\$0
(Class III)	Accounts Receivable	\$0
(Class IV)	Inventory	\$400,000
(Class V)	Other Tangible Property	---
	1. Personal Property, Prepaid Expenses and Other Current Assets	\$80,000

	2. Fixed Assets (including Buildings and Leasehold Improvements)	\$0
(Class VI)	Other Intangible Property (Section 197 Intangibles and Liquor Licenses)	\$360,000
(Class VII)	Goodwill & Going Concern Value	\$1,400,000
	TOTAL	\$2,250,000

DariaJohn to Kvichak Pacific for All Assets

(Class I)	Cash and General Deposit Accounts	\$0
(Class II)	Actively Traded Securities (including certificates of deposit and foreign currency)	\$0
(Class III)	Accounts Receivable	\$0
(Class IV)	Inventory	\$100,000
(Class V)	Other Tangible Property	---
	1. Personal Property, Prepaid Expenses and Other Current Assets	\$0
	2. Fixed Assets (including Buildings and Leasehold Improvements)	\$0
	3. Leasehold Conveyance	\$0
(Class VI)	Other Intangible Property (Section 197 Intangibles and Liquor Licenses)	\$360,000
(Class VII)	Goodwill & Going Concern Value	\$500,000
	TOTAL	\$960,000

EXHIBIT K
Form of Quitclaim Deed

Exhibit K

AMCO Received 12/22/2022

EXHIBIT L

Form of Assignment and Assumption Agreement

Exhibit L

AMCO Received 12/22/2022

EXHIBIT M
Form of Bill of Sale

Exhibit M

AMCO Received 12/22/2022

EXHIBIT N

Form of FIRPTA Certificate

Exhibit N

AMCO Received 12/22/2022

SCHEDULE 1.1 (a)

Real Property

Lot 1 of Paul's Market Subdivision, according to Plat 94-2, filed in the Bristol Bay Recording District, Third Judicial District, State of Alaska.

Schedule 1.1(a)

AMCO Received 12/22/2022

SCHEDULE 1.1 (c)

Liquor Licenses

1. State of Alaska Package Store Liquor License #1405
2. State of Alaska Package Store Liquor License #2787

SCHEDULE 1.1 (d)

Third Party Contracts

Schedule 1.1(d)

AMCO Received 12/22/2022

SCHEDULE 1.1 (f)
Equipment and Furnishings

Schedule 1.1(f)

AMCO Received 12/22/2022

SCHEDULE 1.1(g)

Inventory

Schedule 1.1(g)

AMCO Received 12/22/2022

SCHEDULE 1.2

Excluded Assets

Schedule 1.3

Assumed Contracts and Liabilities

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Dorsey & Whitney LLP
Attn: Ryan Cole & Michael R. Mills
1031 W. 4th Ave., Ste. 600
Anchorage, AK 99501

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust is made as of _____, 20__ (the "*Effective Date*"), by LiLRock, LLC, an Alaska limited liability company ("*Trustor*") to Fidelity Title Agency of Alaska ("*Trustee*") for the benefit of Brannon Rentals, LLC, an Alaska limited liability company ("*Beneficiary*").

1. GRANT IN TRUST.

1.1 The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "*Property*"):

(a) The real property located in the Bristol Bay Recording District, Third Judicial District, State of Alaska, as described in Exhibit A hereto (the "*Land*");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "*Improvements*");

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance

from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Alaska Uniform Commercial Code, AS 45.29.101 et seq. as amended or recodified from time to time, covering any Property, which now is or later may become a fixture attached to the Land or any building located thereon.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

(a) Payment of all obligations of Trustor ("Obligor") to Beneficiary arising under that certain promissory note in the principal amount of Seven Hundred Ninety Thousand Dollars and No Cents (\$790,000.00) of even date herewith between Obligor and Beneficiary (the "LiLRock Note") and payment of all obligations of DariaJohn, LLC, an Alaska limited liability company ("DariaJohn"), to Beneficiary and Kvichak Pacific, LLC, an Alaska limited liability company ("Kvichak Pacific") under that certain Promissory Note in the principal amount of Three Million One Hundred Sixty Thousand Dollars and

No Cents (\$3,160,000) of even date herewith (the "DariaJohn Note" and collectively with the LiLRock Note, the "Debt Instruments").

This Deed of Trust also secures payment of all obligations of Obligor under the Debt Instruments which arise after the Debt Instruments are extended, renewed, modified or amended pursuant to any written agreement between Obligor and Beneficiary, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instruments in their entirety;

(b) Payment and performance of all obligations of Trustor under this Deed of Trust;

(c) Payment and performance of all future advances and other obligations under the Debt Instruments.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instruments described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instruments which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2.3 Maturity Date. This Deed of Trust shall mature on the latest maturity date for any loan facility, as set forth in the Debt Instruments evidencing the Obligations secured hereby.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Beneficiary the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Trustor as bonus or royalty payments, and any damages or other compensation payable to Trustor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

3.2 Grant of License. Notwithstanding the provisions of Paragraph 3.1, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of the security for the Secured Obligations.

4. SECURITY INTEREST IN RELATED PERSONALTY.

4.1 Grant of Security Interest. Trustor grants to Beneficiary a security interest in, and pledges and assigns to Beneficiary, all of Trustor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Trustor represents and warrants that Trustor lawfully possesses and holds fee simple title to all of the Land and the Improvements, subject to those items affecting title approved by Beneficiary under the Debt Instruments.

5.2 Taxes, Assessments, Liens and Encumbrances. Trustor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Trustor shall immediately discharge any lien on the Property which Beneficiary has not consented to in writing, and shall also pay when due

each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust.

5.3 Damages and Insurance and Condemnation Proceeds.

(a) Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies Trustor is required to carry payable because of loss sustained to all or part of the Property; and

(iv) all interest which may accrue on any of the foregoing.

(b) Trustor shall immediately notify Beneficiary in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Beneficiary chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Trustor in adjusting any loss covered by insurance.

(c) All proceeds of the Claims assigned to Beneficiary under this Paragraph not involving a loss sustained to all or part of the Property shall be paid to Beneficiary. In each instance, Beneficiary shall apply those proceeds first toward reimbursement of all of

Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees. Trustor further authorizes Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Beneficiary may determine, or (ii) to release the balance of such proceeds, or any portion of them, to Trustor. All proceeds of any insurance policies Trustor is required to carry payable because of a loss sustained to all or part of the Property shall be held in an interest-bearing account jointly controlled by Trustor and Beneficiary to be used for the cost of reconstruction and repair of the Property, If any proceeds are released to Trustor, neither Beneficiary nor Trustee shall be obligated to see to, approve or supervise the proper application of such proceeds. If any insurance proceeds are held jointly by Trustor and Beneficiary to be used to reimburse Trustor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of the proceeds on Beneficiary's approval of such plans and specifications prepared by an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Beneficiary may reasonably require.

5.4 Insurance. Trustor shall obtain and keep in full force and effect during the term of this Deed of Trust at its sole cost and expense the following insurance: (a) all risk insurance against loss by fire, flooding, erosion, storms, lightning, and risk customarily covered by standard extended coverage endorsement, including the cost of debris removal, together with a vandalism and malicious mischief endorsement, or all perils endorsements, all in the amount of not less than the full replacement cost of the improvements, pursuant to the amount allocated to the Property in the Purchase Agreement dated September 30, 2022 by and among Trustor, DariaJohn, Beneficiary, and Kvichak Pacific, and together with an agreed-amount endorsement, a replacement cost endorsement and a waiver of subrogation endorsement; (b) commercial general liability insurance covering the legal liability of Trustor against claims for bodily injury, death or property damage occurring on, in or about the Property in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and aggregate; and (c) such other forms of insurance as Beneficiary may reasonably require or as may be required by law, including, without limitation, special coverage of endorsements for mold and mold related damage to the Property. At Beneficiary's request, Trustor shall provide Beneficiary with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Beneficiary, and shall be written only by companies approved by Beneficiary. Each policy of insurance shall name Beneficiary as an "additional insured." In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Beneficiary.

5.5 Maintenance and Preservation of Property.

(a) Trustor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Trustor shall not remove or demolish the

Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification, which affects the Property or any part of it, except with Beneficiary's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Trustor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices.

(c) Trustor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Trustor on the Property or any part of it under this Deed of Trust.

(d) If Trustor's interest in the Property is a leasehold interest, Trustor shall observe and perform all obligations of Trustor under any lease or leases and shall refrain from taking any actions prohibited by any lease or leases. Trustor shall preserve and protect the leasehold estate and its value.

(e) If the Property is agricultural, Trustor shall farm the Property in a good and husband like manner. Trustor shall keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees or vines with new ones. Trustor shall prepare for harvest, harvest, remove and sell any crops growing on the Property. Trustor shall keep all buildings, fences, ditches, canals, wells and other farming improvements on the Property in first class condition, order and repair.

(f) Trustor shall perform all other acts, which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Trustor (or Obligor, if different from Trustor), for the payment of the Secured Obligations or the lien of this Deed of Trust on the remainder of the Property for the unpaid amount of the Secured Obligations, Beneficiary and Trustee are respectively empowered as follows:

(a) Beneficiary may from time to time and without notice:

(i) release any person liable for payment of any Secured Obligation;

(ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

(iv) alter, substitute or release any property securing the Secured Obligations.

(b) Trustee may perform any of the following acts when requested to do so by Beneficiary in writing:

(i) consent to the making of any plat or map of the Property or any part of it;

(ii) join in granting any easement or creating any restriction affecting the Property;

(iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or

(iv) reconvey the Property or any part of it without any warranty.

5.7 Reconveyance. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

5.8 Compensation and Reimbursement of Costs and Expenses.

(a) Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary and Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor shall also pay or reimburse all of Beneficiary's and Trustee's costs and expenses, which may be incurred in rendering any such services.

(b) Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee to protect or preserve the Property or to enforce any terms of this Deed of Trust, including the exercise of any rights or remedies afforded to Beneficiary or Trustee or both of them under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or

proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.

(c) Trustor shall pay all obligations arising under this Paragraph immediately upon demand by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification.

(a) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust;

(iii) Beneficiary's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in operating or managing the Property upon exercise of the rights or remedies afforded Beneficiary under Paragraph 6.3, unless the loss is caused by the willful misconduct and bad faith of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

(b) Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur in performing any act required or permitted by this Deed of Trust or by law or because of any failure of Trustor to perform any of its obligations. This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

5.10 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Substitution of Trustee. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law, or by a written instrument executed and acknowledged by Beneficiary and recorded in the office of the recorder of the recording district where the Property is situated. Any such instrument shall be conclusive proof of the proper substitution of the successor Trustee, who shall automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

5.12 Representation and Warranty Regarding Hazardous Substances. Before signing this Deed of Trust, Trustor researched and inquired into the previous uses and ownership of the Property. Based on that due diligence, Trustor represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Property, except as Trustor has disclosed to Beneficiary in writing. Trustor further represents and warrants that Trustor has complied, and will comply and cause all occupants of the Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). Trustor shall promptly, at Trustor's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. Trustor acknowledges that hazardous substances may permanently and materially impair the value and use of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

5.13 Site Visits, Observation and Testing. Beneficiary and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Trustor, to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing environmental samples, and conducting tests on any part of the Property. Trustor shall reimburse Beneficiary on demand for the costs of any such environmental investigation and testing. Beneficiary will make reasonable efforts during any site visit, observation or testing conducted pursuant this Paragraph to avoid interfering with Trustor's use of the Property. Beneficiary is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Beneficiary will be solely for the purposes of protecting Beneficiary's security and preserving Beneficiary's rights under this Deed of Trust. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result

in a waiver of any default of Trustor; (ii) impose any liability on Beneficiary; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Beneficiary has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Trustor or any other party, Trustor authorizes Beneficiary to make such a disclosure. Beneficiary may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Beneficiary's judgment. Trustor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Trustor by Beneficiary or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Trustor) by Trustor without advice or assistance from Beneficiary.

6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

6.1 Accelerating Transfers

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Trustor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. If Trustor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Trustor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the partnership interests. If Trustor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the voting power or in the aggregate more than fifty percent of the ownership of the economic interest in the Trustor.

(b) Trustor agrees that Trustor shall not make any Accelerating Transfer, unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any rights and remedies provided by Paragraph 6.3 of this Deed of Trust.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust:

(a) Obligor fails to make any payment, when due, under the Debt Instruments (after giving effect to any applicable grace period), or any other default occurs under and as defined in the Debt Instruments or in any other instrument or agreement

evidencing any of the Secured Obligations and such default continues beyond any applicable cure period.

(b) Trustor fails to make any payment or perform any obligation which arises under this Deed of Trust.

(c) Trustor makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1.

(d) Any representation or warranty made in connection with this Deed of Trust or the Secured Obligations proves to have been false or misleading in any material respect when made.

(e) Any default occurs under any other deed of trust on all or any part of the Property, or under any obligation secured by such deed of trust, whether such deed of trust is prior to or subordinate to this Deed of Trust.

6.3 Remedies. At any time after the occurrence of an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Trustor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Trustor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments. Trustor agrees to deliver to Beneficiary all books and records pertaining to the Property, including computer-readable

memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Beneficiary in order to enable Beneficiary to exercise its rights under this Paragraph.

(d) Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Deed of Trust; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Beneficiary may cause the Property, which consists solely of real property to be sold by Trustee as permitted by applicable law. Before any such trustee's sale, Beneficiary or Trustee shall give such notice of default and/or sale as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the Property, either as a whole or in separate parcels, and in such order as Trustee may determine, at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any trustee's sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any trustee's sale by public announcement at the time and place noticed for that sale. At any trustee's sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States, or such other form of payment satisfactory to Trustee. Any person, including Trustor, Trustee or Beneficiary, may purchase at the trustee's sale to the extent permitted by then applicable law. Beneficiary shall have the benefit of any law permitting credit bids. Trustee shall execute and deliver to the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any trustee's sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it.

(g) Beneficiary may proceed under the Uniform Commercial Code as to all or any part of the Personality, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee may sell the Personality at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Trustee to dispose of the Personality without giving any warranties as to the Personality and specifically disclaiming all disposition warranties.

6.4 Application of Sale Proceeds and Rents.

(a) Beneficiary and Trustee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale and other costs and expenses incurred in other litigation related to collection of obligations arising from the Debt Instruments and obtaining permission from any court to proceed with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Beneficiary may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Trustee, Beneficiary or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Beneficiary shall have no liability for any funds, which it does not actually receive.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver or Cure.

(a) Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Deed of Trust; or prejudice Beneficiary, Trustee or any receiver in the exercise of any right or remedy afforded any of them under this Deed

of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust:

(i) Beneficiary, its agent or a receiver takes possession of all or any part of the Property;

(ii) Beneficiary collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Beneficiary receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary under this Deed of Trust;

(iv) Beneficiary makes a site visit, observes the Property and/or conducts tests thereon;

(v) Beneficiary receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Beneficiary, Trustee or any receiver performs any act which it is empowered or authorized to perform under this Deed of Trust or invokes any right or remedy provided under this Deed of Trust; or

(vii) Any notice of default and election to sell under this Deed of Trust is cancelled.

7.2 Powers of Beneficiary and Trustee.

(a) Trustee shall have no obligation to perform any act, which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense.

(b) Beneficiary may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Beneficiary or Trustee may apply to any court of competent jurisdiction for aid and direction in executing the trust and enforcing the rights and remedies created under this Deed of Trust. Beneficiary or Trustee may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing these rights and remedies.

7.3 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

7.4 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

7.5 Applicable Law. This Deed of Trust shall be governed by the laws of the State of Alaska.

7.6 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.7 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

7.8 Intentionally Omitted.

7.9 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

7.10 Intentionally Omitted.

7.11 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.12 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

7.13 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as secured party under the Uniform Commercial Code.

Addresses for Notices to Trustor:

LiLRock, LLC
P. O. Box 1431
Dillingham, Alaska 99576
Attn: Thomas and Gretchen Mueller
Email: tomjmueller58@gmail.com

With a copy to:

Law Offices of Royce & Brain
3150 C Street, Suite 245
Anchorage, Alaska 99503
Attention: Jason J. Ruedy
Email: jruedy@roycebrain.com

Address for Notices to Beneficiary:

Brannon Rentals, LLC
P.O. Box 91006
Anchorage, Alaska 99509
Attention: Michael J. Keenan
Email: mjkatty49@gmail.com

With a copy to:

Dorsey & Whitney
1031 West Fourth Avenue, Suite 600
Anchorage, Alaska 99501
Attention: Michael R. Mills
Email: mills.mike@dorsey.com

[Signature page follows]

EXHIBIT A – PROPERTY DESCRIPTION

Lot 1 of PAUL'S MARKET SUBDIVISION, according to Plat 94-2, filed in the Bristol Bay Recording District, Third Judicial District, State of Alaska.

SUBJECT TO, the existing easements, restrictions and reservations of record, including the partial conveyance to the State of Alaska Department of Transportation and Public Facilities of 806 square feet, more or less, as set forth in that certain Warranty Deed recorded in the Bristol Bay Recording District under serial number 2017-000194-0.

TOGETHER WITH, all and singular, the tenements, hereditaments, rights and appurtenances thereunto belonging or in anywise appertaining.



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

Why is this form needed?

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

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

Section 1 – Transferor Information

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

Licensee:	Brannon Rentals, LLC	License #:	1405
License Type:	Package Store	Statutory Reference:	04.11.150
Doing Business As:	Dillingham Liquor Store		
Premises Address:	312 Main Street East		
City:	Dillingham	State:	AK
		ZIP:	99576
Local Governing Body:	City of Dillingham		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	1-30-2023	Transaction #:	100523050
Board Meeting Date:	3/6-7/2023	License Years:	
Issue Date:		Examiner:	KR3



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohollicensing@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 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	DariaJohn, LLC			
Doing Business As:	Dillingham Liquor Store			
Premises Address:	312 Main Street East			
City:	Dillingham	State:	AK	ZIP: 99576
Community Council:	City of Dillingham			

Mailing Address:	PO Box 376			
City:	Dillingham	State:	AK	ZIP: 99576

Designated Licensee:	Thomas Mueller			
Contact Phone:	907.843.2288	Business Phone:	907.843.2288	
Contact Email:	tomjmueller58@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

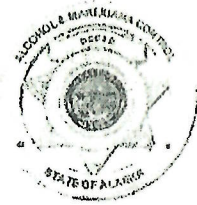
The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

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.

University of Alaska Fairbanks Bristol Bay Campus .3 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.

Moravian Church .3 miles



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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:	Thomas Mueller				
Title(s):	Member	Phone:	907.843.2288	% Owned:	50
Address:	PO Box 376				
City:	Dillingham	State:	AK	ZIP:	99576



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Alaska Alcoholic Beverage Control Board

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Entity Official:	Gretchen Mueller				
Title(s):	Member	Phone:	907.843.3224	% Owned:	50
Address:	PO Box 376				
City:	Dillingham	State:	AK	ZIP:	99576

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 #:	10206412	AK Formed Date:	9/2/2022	Home State:	Alaska
Registered Agent:	Thomas Mueller	Agent's Phone:	907.843.2288		
Agent's Mailing Address:	PO Box 1431				
City:	Dillingham	State:	AK	ZIP:	99576

Residency of Agent:

Yes No

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



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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):

Applicant is in the process of applying for a transfer of ownership of Olsen's Liquor Store license #2787

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:

Ryan Cole and Michele Rupp of Dorsey & Whitney LLP, legal counsel
Jason J. Ruedy of Law Offices of Royce & Brain, legal counsel



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Alaska Alcoholic Beverage Control Board
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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.

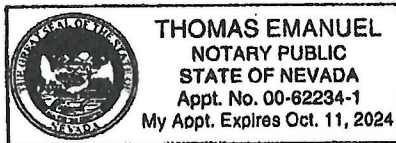
I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve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

Michael J. Keenan
 Signature of transferor

Michael J. Keenan, Member/Manager

Printed name of transferor

Subscribed and sworn to before me this 1st day of OCTOBER, 20 22.



[Signature]

Signature of Notary Public

Notary Public in and for the State of NEVADA / COUNTY OF CLACK

My commission expires: OCT 11, 2024

 Signature of transferor

 Printed name of transferor

Subscribed and sworn to before me this ____ day of _____, 20 ____.

 Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____



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

Section 9 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.



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



I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.



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



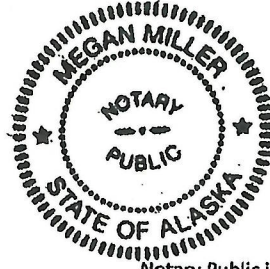
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand 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.



Signature of transferee

Thomas Mueller

Printed name



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 12/22/24

Subscribed and sworn to before me this 27 day of September, 2022



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Alaska Alcoholic Beverage Control Board
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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.



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.




 Signature of transferee
 Gretchen Mueller
 Printed name

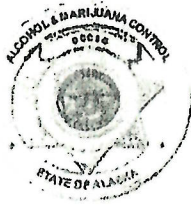



 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 10/16/24

Subscribed and sworn to before me this 27th day of September, 2022.



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

Why is this form needed?

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

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

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

Yes No

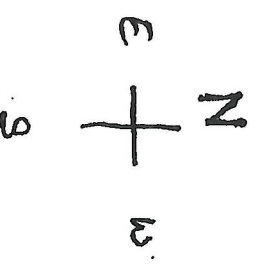
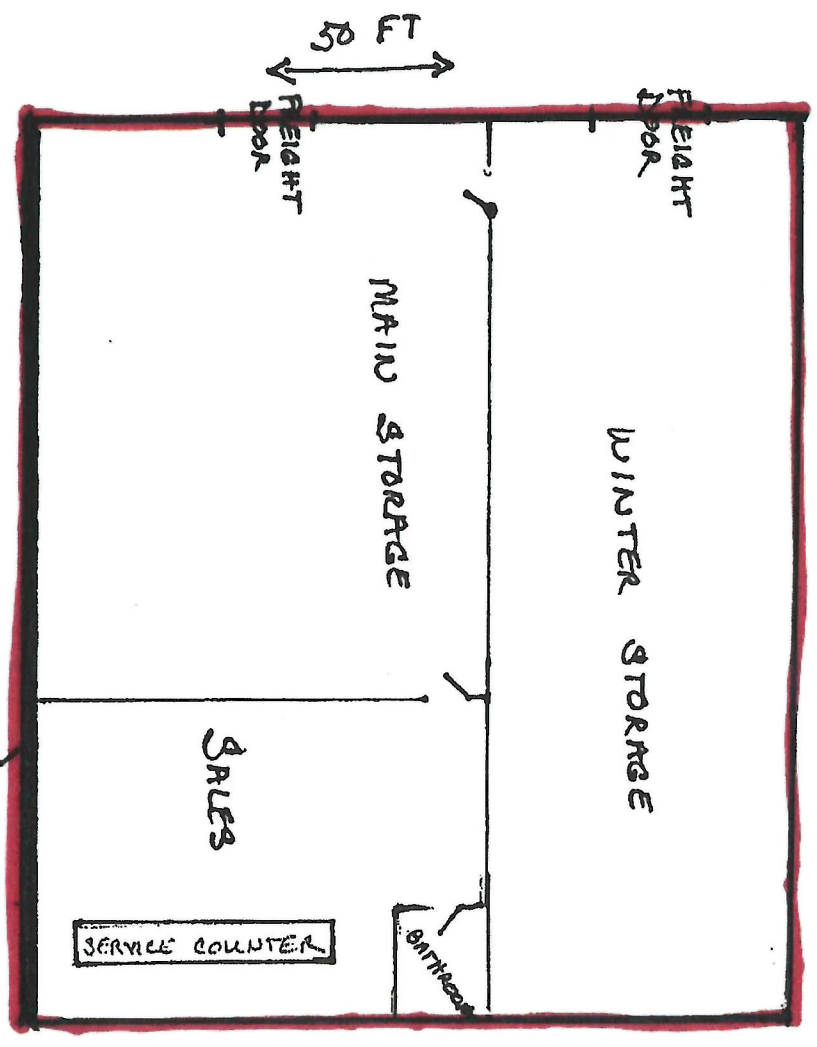
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	DariaJohn, LLC	License Number:	1405		
License Type:	Package Store				
Doing Business As:	Dillingham Liquor Store				
Premises Address:	312 Main Street East				
City:	Dillingham	State:	Dillingham	ZIP:	AK

ALASKA STREET



MAIN STREET

AMCO Received 12/22/2022

AMCO Received 1/24/2023

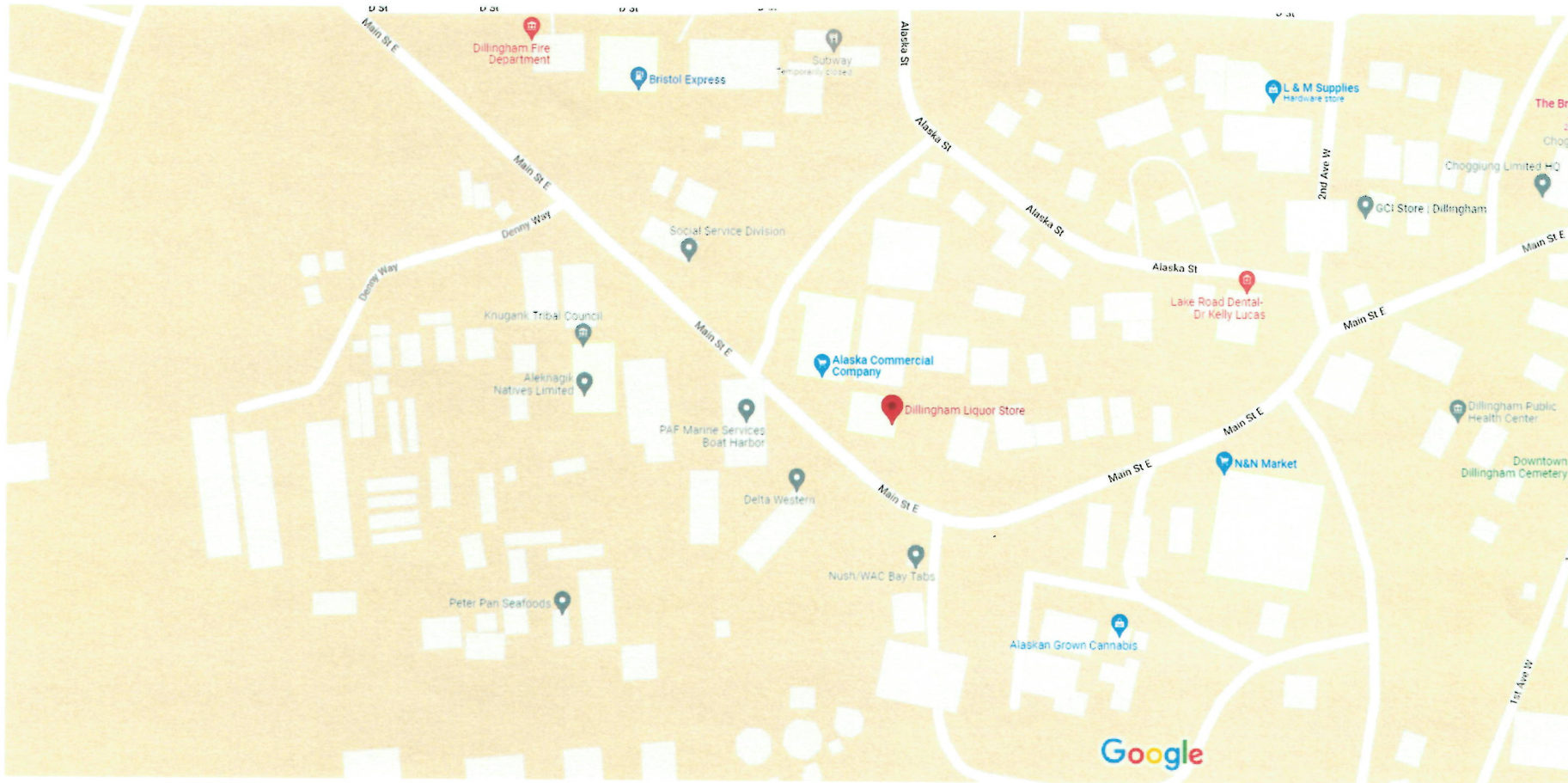
Google Maps Dillingham Liquor Store



Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

AMCO Received 1/24/2023

Google Maps Dillingham Liquor Store



Map data ©2023 Google 100 ft

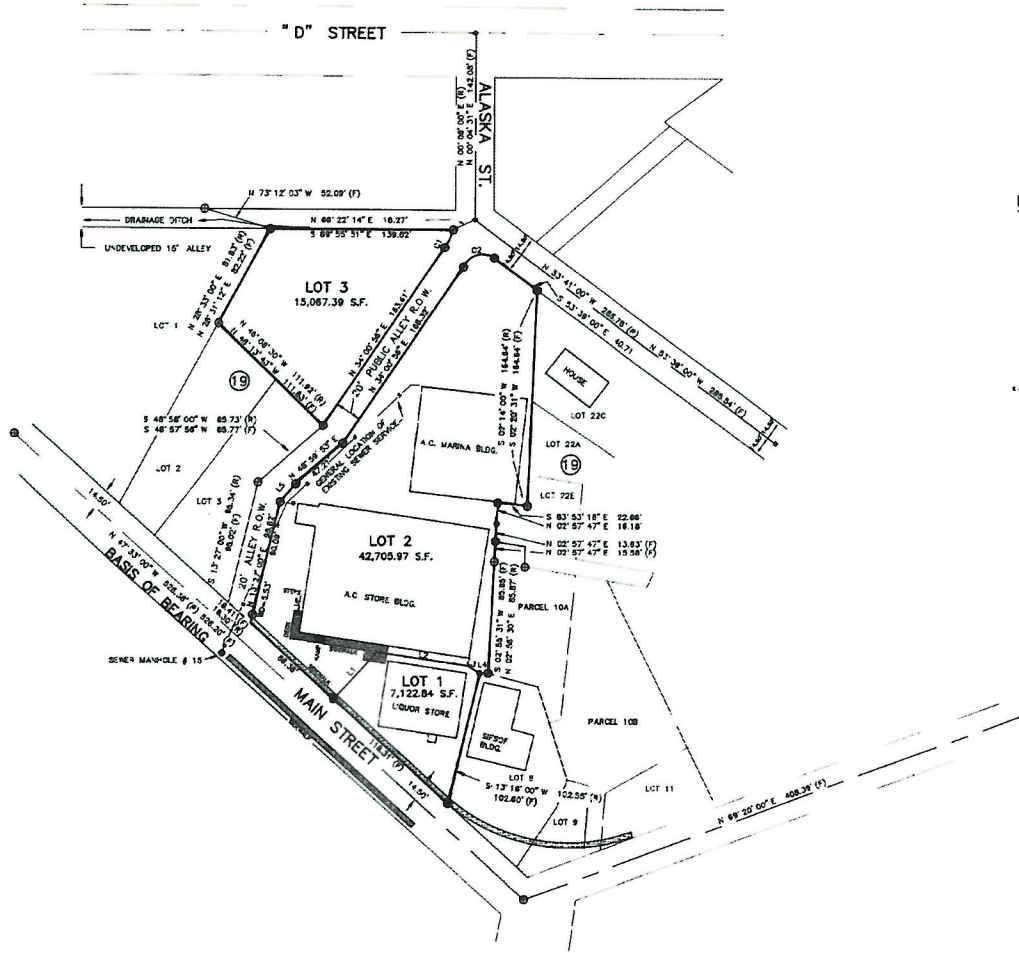
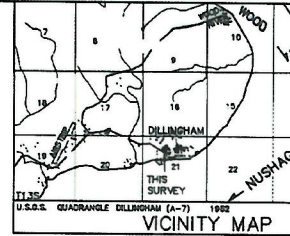
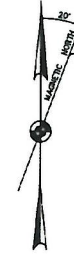
AMCO Received 1/24/2023

LINE TABLE

LINE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 42° 27' 00" E	48.90		
2	S 81° 32' 18" E	48.40		
3	S 27° 16' 05" E	15.83		
4	N 86° 40' 01" E	6.39 (P)	N 86° 41' 02" E	6.39 (P)
5	N 41° 58' 59" E	18.12		

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	17° 03' 12"	51.84	15.37	13.31	7.74	N 88° 55' 51" E
2	92° 20' 03"	15.00	24.77	21.84	15.82	S 80° 10' 58" W



LEGEND

- ⊕ 1.5" ALUM. CAP MONUMENT FOUND
- ⊙ 3.25" ALUM. CAP MONUMENT FOUND
- 5/8" REBAR OR IRON PIPE FOUND
- ✦ PK NAIL OR SPIKE FOUND
- ⊕ 2" ALUM. CAP ON 5/8" x 30" REBAR SET THIS SURVEY.
- POWER OR LIGHT POLE
- (R) RECORD
- (F) FOUND

CERTIFICATE OF OWNERSHIP AND [

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNERSHIP SHOWN AND DESCRIBED HEREON. I HEREBY AFFIRM AND DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC ROADS, ALLEYS, AND OTHER PUBLIC AREAS AS SHOWN IN THIS SURVEY.

PAUL S. BRANFORD
7640 CRANBERRY, ANCHORAGE, AK 99502

NOTARY'S ACKNOWLEDGEMENT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF FEBRUARY, 1993, BY PAUL S. BRANFORD.

NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES

ACCEPTANCE OF DEDICATION:

THE CITY OF DILLINGHAM HEREBY ACCEPTS FOR PUBLIC USE PUBLIC PURPOSES THE REAL PROPERTY DEDICATED ON THIS INCLUDING, BUT NOT LIMITED TO THE REAL PROPERTY, RIGHT AND EASEMENT FOR PUBLIC UTILITIES, STREETS, ALLEYS, TRAILS, PARKS AND OTHER PUBLIC AREAS SHOWN HEREON.

MAYOR: [Signature] DATE: 2-4-94
CITY CLERK: [Signature] DATE: 2-4-94

PLAT APPROVAL:

THIS PLAT HAVING BEEN APPROVED BY THE CITY OF DILLINGHAM COMMISSION AS RECORDED IN THE OFFICIAL MINUTES OF THE CITY OF DILLINGHAM.

IS HEREBY ACKNOWLEDGED AND ACCEPTED AS THE OFFICIAL TO ANY AND ALL CONDITIONS AND REQUIREMENTS OF ORDINANCE LAW APPLICABLE THEREON.

[Signature] PRESIDENT OFFICER-PLANNING COMMISSION DATE: 2/4

94-2
RECORDED FILED 20
DATE 2-8-93
TIME 8:20 P
BY [Signature]

SCALE:
0 25 50 100 150 200
0 10 20 30 40 50 60 ft
1 METER = 3.2808333 US FEET, 1 US ACRE = 0.4047 HECTARES

GENERAL NOTES:

INFORMATION SHOWN HEREON IS TAKEN FROM THE BLM PLAT SURVEYS No. 2732 A & D, DILLINGHAM TOWNSHIP, ALASKA, MAY 23, 1949 AND FROM THE SUBDIVISION PLAT OF LOTS 4A, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 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790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WASTEWATER DISPOSAL:

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION HAS REVIEWED PLANS FOR THIS SUBDIVISION'S WASTEWATER DISPOSAL AND APPROVES THIS SUBDIVISION FOR PLATTING.

[Signature] *Robert Egan* 2/11/93
NAME AND TITLE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVING OFFICIAL DATE

SURVEYOR'S CERTIFICATION:

I, GREGORY W. MAXWELL, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I AM DULY LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED AND THAT THE DISTANCES AND BEARINGS ARE SHOWN CORRECTLY AND THAT ALL PERMANENT CONTROL MONUMENTS, ALL OTHER MONUMENTS, & CORNERS WERE SET OR LOCATED AS SHOWN HEREON.

[Signature] *Gregory W. Maxwell* 12-27-93
GREGORY W. MAXWELL, RLS 0034 DATE



AMCO Received 1/24/2023

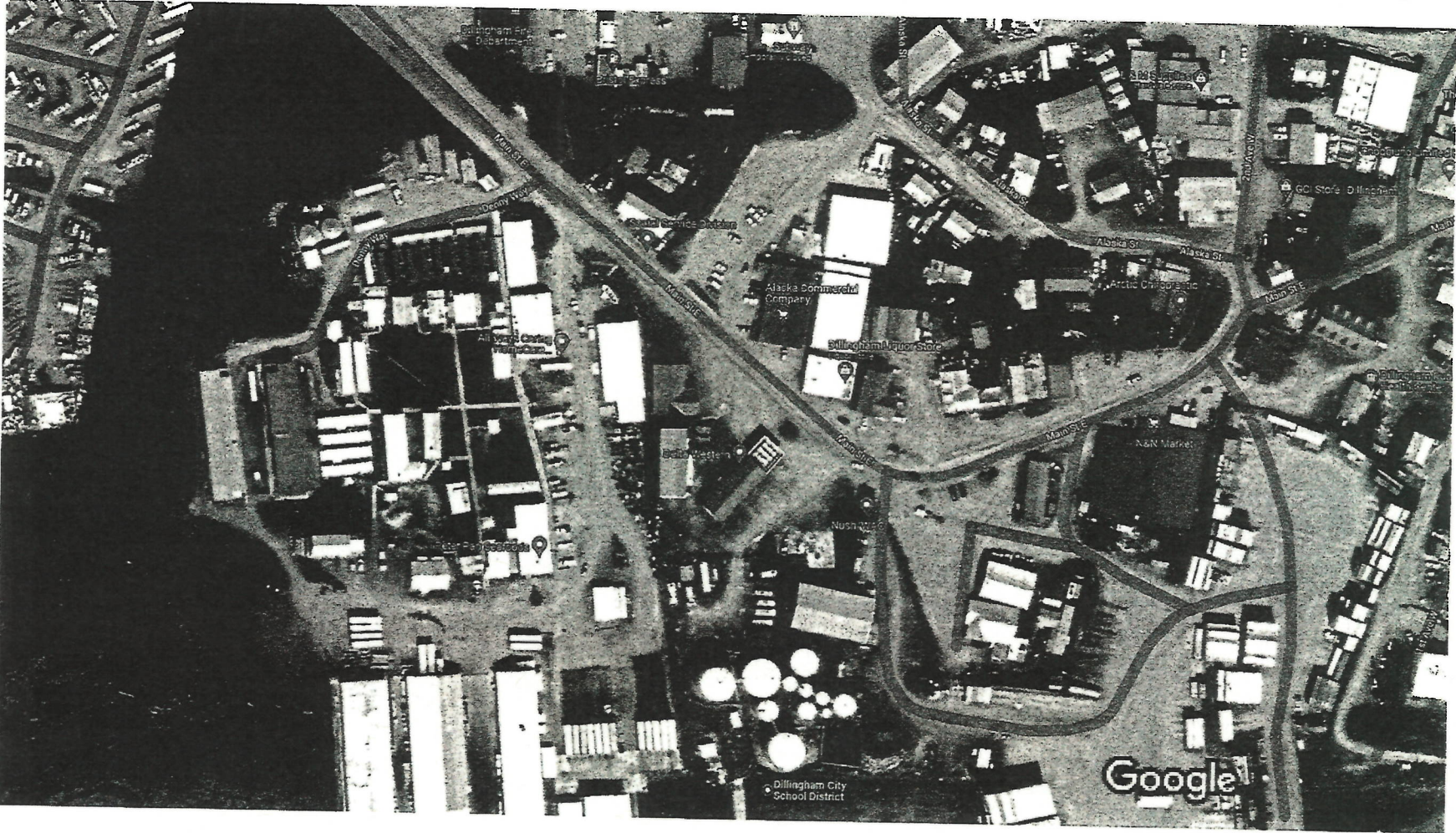
PLAT OF PAUL'S MARKET SUBDIVISION LOTS 1, 2, & 3

A RESUBDIVISION OF LOTS 4A, B, 7, AND BLOCK 19, DILLINGHAM TOWNSHIP, ALASKA, LOCATED IN SECTION 21, T.13S., R.55W., MERIDIAN, WITHIN THE BRISTOL BAY RECLAMATION PROJECT.

PREPARED BY: BARRETT-MAXWELL & ASSO SURVEYORS & FORESTERS & LAND USE CONSULTANTS
P.O. BOX 277, DILLINGHAM, ALASKA
PHONE: (907) 848-2229
DATE: 12-16-93
DRAWN BY: GWM SCALE: 1" = 50' P.L.S. 93-1

Google Maps Dillingham City School District, Dillingham, AK 99576 to Alaska

N
E + W
S



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AMCO Received 12/22/2022