



MEMORANDUM

TO: Alcoholic Beverage Control Board DATE: January 25, 2024

FROM: Jane P. Sawyer,
Program Coordinator RE: Seasonal Restaurant or Eating
Place Tourism License (SREPTL)
License 6158

Southerly, LLC, d/b/a The Food Truck is applying for a Seasonal Restaurant or Eating Place Tourism License under AS 04.09.360 and 3 AAC 305.305, in Ketchikan. This license type is unique, only municipalities or established villages that have a population of 40,000 or less and receive more than 4,000 visitors a year, qualify for it.

This application is the second application. The Board has already approved a Seasonal Restaurant or Eating Place Tourism License in Ketchikan. Krabby Crab Shack license 6147 at the March 2023 meeting. This applicant is using the same cruise ship 2023 statistics for the visitor count requirement that Krabby Crab Shack provided with their application. The board approved Krabby Crab Shack's application.

Sec. 04.09.360. Seasonal restaurant or eating place tourism license. (a) A seasonal restaurant or eating place tourism license authorizes a restaurant or eating place to

(1) sell brewed beverages and wine for consumption only on the licensed premises for a period not to exceed six months in each calendar year; and

(2) allow a person
(A) under 21 years of age access as provided in (f) of this section to the licensed premises; and

(B) to enter or remain on the licensed premises to consume food or nonalcoholic beverages as authorized under AS 04.16.010(c)(5).

(b) The biennial seasonal restaurant or eating place tourism license fee is \$1,250.

(c) The board may issue or renew a license under this section only if

(1) the board determines that

(A) the licensed premises is a bona fide restaurant as defined in AS 04.21.080(b); -
review menu and diagram

(B) there is supervision on the premises adequate to reasonably ensure that a person under 21 years of age will not obtain alcoholic beverages; and

(C) it is unlikely that persons under 21 years of age not employed on the premises will enter and remain on the licensed premises for purposes other than dining; and

(2) the sale and service of food and alcoholic beverages and any other business conducted on the licensed premises of the restaurant or eating place is under the sole control of the licensee.

(d) The board may issue a license under this section only in a municipality or established village that

(1) has a population of 40,000 or less; and

(2) receives more than 4,000 visitors a year, as determined by the board in regulation. - *this applicant is using the same statistics used by Krabby Crab Shack*

(e) The board may issue a license or approve an application for the transfer of ownership of a license under this section if it appears that issuance or transfer will encourage the tourism trade.

(f) The board may authorize the holder of a seasonal restaurant or eating place tourism license

(1) to allow a person who is at least 16 years of age but under 21 years of age to enter and remain on the licensed premises for dining only;

(2) to allow a person who is under 16 years of age to enter and remain on the licensed premises for dining only if

(A) the person is accompanied by a person who is 21 years of age or older; and

(B) the parent or guardian of the person consents to the person being on the licensed premises; and - *Staff is asking the board to have a conversation/discussion on how it envisions AMCO staff applying and practicing this subsection of the statute. The initial thought by staff was that the activities are incorporated into the license and applicants/licensees don't need to apply to get those activities approved. Restaurant or eating place licenses do not qualify for a restaurant endorsement.*

(3) subject to AS 04.16.049, to employ or permit the employment of a person who is at least 16 years of age but under 21 years of age on the licensed premises if the employer provides adequate supervision to ensure that the person does not obtain alcoholic beverages.

(g) The holder of a seasonal restaurant or eating place tourism license shall ensure that gross receipts from the sale of food for consumption on the licensed premises are not less than the total of the

gross receipts from the sale of alcoholic beverages for consumption on the licensed premises in each calendar year. At the time the holder submits an application for renewal of the license, the holder shall submit a statement to the board certifying that the holder has met the requirement under this subsection for the designated period of the license under AS 04.11.680. The board may renew a seasonal restaurant or eating place tourism license only if the licensee provides evidence satisfactory to the board that, during the designated period of the license under AS 04.11.680, the gross receipts from the sale of food for consumption on the licensed premises were not less than the total of the gross receipts from the sale of alcoholic beverages for consumption on the licensed premises.

(h) The board shall adopt a regulation establishing a formula to limit the number of seasonal restaurant or eating place tourism licenses.

(i) The holder of a seasonal restaurant or eating place tourism license may provide entertainment on or adjacent to the licensed premises only between the hours of 10:00 a.m. and 11:00 p.m. unless additional hours are approved by the director upon the written request of the licensee for a specific occasion. The director may not grant approval for additional hours of entertainment on or adjacent to the licensed premises of an individual licensee more than three times in a calendar year. In this subsection, "entertainment" includes dancing, karaoke, live performances, or similar activities, but does not include recorded or broadcast performances without live participation.

(j) Except as provided under AS 04.09.620, 04.09.640, and AS 04.16.120(c), the holder of a seasonal restaurant or eating place tourism license commits the offense of failure to comply with the terms of a seasonal restaurant or eating place tourism license if the person sells brewed beverages or wine in violation of (a) of this section, engages in activity not authorized by the board under (f) of this section, or fails to comply with the requirements of (f), (g), or (i) of this section.

(k) Failure to comply with the terms of a seasonal restaurant or eating place tourism license is a violation.

Sec. 04.16.049. Access of persons under the age of 21 to licensed premises.

(a) A person under 21 years of age may not knowingly enter or remain in premises licensed under this title unless

(1) accompanied by a parent, guardian, or spouse who has attained 21 years of age;

(2) the person is allowed to enter and remain on the premises under a restaurant or eating place license issued under AS 04.09.210, seasonal restaurant or eating place tourism license issued under AS 04.09.360, or restaurant endorsement issued under AS 04.09.450;..

3 AAC 305.397. Definitions. For the purposes of AS 04.21.080(b) "a variety of types of food items appropriate for meals is prepared on site" means that the meals are prepared on site in a commercial kitchen and that the majority of meal preparation involves more than warming or rewarming food in movable kitchen appliances, such as slow-cookers and microwave ovens.



Alaska Alcoholic Beverage Control Board

Form AB-40: Seasonal REPL-Tourism Statement

The ABC Board must conclude that the issuance or transfer of a Seasonal Restaurant/Eating Place – Tourism license will encourage the tourism trade. Please include a written statement that explains how the establishment will encourage tourism and meets the requirements listed under Section 170, ch. 8, SLA 2022, 3 AAC 304.310, 3 AAC 304.907 and 3 AAC 304.908. The biennial license fee is \$1,250.00.

Visitor statistics identifying the number of visitors to the municipality or established village where the license will be located. (This license type is solely available in municipalities or established villages with resident populations or 40,000 or less and 4,000 or more visitors per year).

This document must be completed and submitted to AMCO's Anchorage office before any tourism license application will be reviewed.

Section 1 – Establishment Information

Enter information for the licensed establishment or the business seeking to be licensed.

Licensee:	Southerly LLC	License #:	6158
Doing Business As:	The Food Truck		

Section 2 – Certifications

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

Initials

I certify that my season may not exceed 6 months in each calendar year.

I certify that the licensed premises is located in a municipality or an established village has a population of 40,000 or less and receives more than 4,000 visitors a year as determined by under 3 AAC 304.907.

I certify that I have provided appropriate documentation to establish visitor counts in the municipality or an established village in which the license will be located.

I certify that the sale and service of food and alcoholic beverages and any other business on the licensed premises is under the sole control of the licensee.

I certify the licensed premises is a bona fide restaurant as defined in AS 04.21.080(b).

I certify I have provided a menu of a variety of types of food appropriate for meals that are prepared on the licensed premises.

I certify that any provided entertainment will be in compliance with sec. 170(i), ch. 8, SLA 2022, which states: The holder of a seasonal restaurant or eating place tourism license may provide entertainment on or adjacent to the licensed premises only between the hours of 11:00 a.m. and 11:00 p.m. unless additional hours are approved by the director upon the written request of the licensee for a specific occasion. The director may not grant approval for additional hours of entertainment on or adjacent to the licensed premises of an individual licensee more than three times in a calendar year. In this subsection, "entertainment" includes dancing, karaoke, live performances, or similar activities, but does not include recorded or broadcast performances without live participation.



Alaska Alcoholic Beverage Control Board Form AB-37: Tourism Statement

Section 2 – Certifications continued

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

Initials

I certify there is supervision on the licensed premises adequate to reasonably ensure that a person under 21 years of age will not gain access to alcoholic beverages.

AS

I certify that non-employees under 21 years of age will not enter and remain on the licensed premises except for the purposes of dining only.

AS

I certify I understand that with each renewal application, I must provide a statement (Form AB-33) that the gross receipts from the sale of food for consumption on the licensed premises are not less than the total of the gross receipts from the sale of alcoholic beverages for consumption on the licensed premises in each calendar year.

AS

I certify that I understand the ABC Board will limit the availability of Seasonal REPL Tourism licenses as described at 3 AAC 304.908.

AS

I certify I understand that failure to comply with the terms of the Seasonal REPL – Tourism license is a violation.

AS

Section 3 – Signatures

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

Initials

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.

AS

Amber G Adams

Printed name of licensee/affiliate

Amber G Adams
Signature of licensee/affiliate

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SOUTHERLY LLC DBA THE FOOD TRUCK TOURISM IMPACT STATEMENT

The purpose of Southerly LLC's The Food Truck is to enhance the downtown of Ketchikan, Alaska by providing a unique dining experience not currently present in our town. With our primary mission as an eatery, The Food Truck looks to provide a cuisine of homecooked southern food with a Cajun flare using our local seafood as the base, further broadening the offerings available to seasonal visitors and locals alike.

Popular in cities all over the country, outdoor dining courts provide a space for people to enjoy the beautiful summer weather in a casual setting that encourages parents, families and pets to have a relaxing setting to dine, drink and socialize outdoors. This popular eatery set up has been missing from our Ketchikan dining scene and will provide a space on par with similar popular sites such as Deckhand Dave's in Juneau, Alaska. Consideration has been given to ensure a safe and compliant set up with fencing, visible entry and exit for monitoring, secure locked storage for alcohol, and TAPS certified owners and employees.

The Food Truck is located within the downtown district of Ketchikan and is surrounded by eateries and stores that make up the central tourist zone of the city, making it a perfect addition to the area to enhance the experience of our more than one million annual visitors.

The proposed addition of beer and wine will allow our eatery to be on par and compete with other locales in downtown Ketchikan, such as Chico's Mexican Restaurant, The Krabby Shack, 108 Tap House, Uncharted Alaska Distillery, Annabelle's Keg and Chowder House, Fat Stan's, and The Fish House.

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All Topics	Ketchikan city, Alaska	Ketchikan Gateway Borough, Alaska
Population estimates, July 1, 2023, (V2023)	NA	NA
PEOPLE		
Population		
Population estimates, July 1, 2023, (V2023)	NA	NA
Population Estimates, July 1, 2022, (V2022)	8,068	13,741
Population estimates base, April 1, 2020, (V2023)	NA	NA
Population estimates base, April 1, 2020, (V2022)	8,193	13,957
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	NA	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	-1.5%	-1.5%
Population, Census, April 1, 2020	8,192	13,948
Population, Census, April 1, 2010	8,050	13,477

KETCHIKAN CRUISE SHIP 2023 STATISTICS

CRUISE LINES SHIPS	LENGTH IN FEET	NO. OF PASS.	NO. OF CREW	STOPS	TOTAL PASS.	CRUISE LINES SHIPS	LENGTH IN FEET	NO. OF PASS.	NO. OF CREW	STOPS	TOTAL PASS.
Carnival Cruise Lines						Alaskan Dream Cruises					
1 CARNIVAL LUMINOSA	964	2,300	900	18	41,400	33 BARANOF DREAM	143	49	18	8	392
2 CARNIVAL MIRACLE	963	2,124	930	2	4,248	34 CHICHAGOF DREAM	207	76	30	1	76
3 CARNIVAL SPIRIT	963	2,124	930	20	42,480	35 KRUZOF EXPLORER	128	12	10	2	24
Celebrity Cruises						American Cruise Lines					
4 ECLIPSE	1,033	2,850	1,500	18	51,300	36 AMERICAN CONSTELLATION	267	175	40	3	525
5 MILLENNIUM	965	2,038	1,000	19	38,722	Cunard					
6 SOLSTICE	1,040	2,850	1,500	20	57,000	37 QUEEN ELIZABETH	965	2,092	1,100	8	16,736
Disney Cruise Lines						Hapag-Lloyd					
7 DISNEY WONDER	964	2,400	945	18	43,200	38 HANSEATIC NATURE	457	230	170	2	460
Holland America Line						Lindblad Expeditions					
8 EURODAM	936	2,100	930	23	48,300	39 NG SEA BIRD	152	70	35	5	350
9 KONINGS DAM	984	2,650	1,000	23	60,950	40 NG SEA LION	152	60	35	5	300
10 NIEUW AMSTERDAM	936	2,100	930	21	44,100	41 NG VENTURE	239	100	49	3	300
11 NOORDAM	936	1,924	850	20	38,480	Oceania					
12 VOLENDAM	679	1,460	700	20	29,200	42 INSIGNIA	593	700	370	1	700
13 WESTERDAM	936	1,848	850	22	40,656	43 REGATTA	593	700	370	14	9,800
Norwegian Cruise Line						Ponant					
14 NORWEGIAN BLISS	1,094	4,174	1,700	28	116,872	44 L'AUSTRAL	460	260	130	1	260
15 NORWEGIAN ENCORE	1,094	3,998	1,700	25	99,950	Seabourn					
16 NORWEGIAN JEWEL	965	2,376	1,010	24	57,024	45 SEABOURN ODYSSEY	652	450	250	12	5,400
17 NORWEGIAN SPIRIT	881	2,335	912	10	23,350	Un-Cruise Adventures					
18 NORWEGIAN SUN	848	2,002	800	18	36,036	46 SAFARI ENDEAVOUR	232	86	34	2	172
Princess Cruises						Victory Cruise Lines					
19 CROWN PRINCESS	952	3,082	1,240	15	46,230	47 SAFARI EXPLORER	145	36	18	1	36
20 DISCOVERY PRINCESS	1,083	3,660	1,250	22	80,520	48 WILDERNESS EXPLORER	186	76	26	8	608
21 GRAND PRINCESS	951	2,600	1,100	21	54,600	49 WILDERNESS LEGACY	192	86	26	1	86
22 MAJESTIC PRINCESS	1,083	3,560	1,250	21	74,760	Windstar Cruises					
23 ROYAL PRINCESS	1,083	3,560	1,250	20	71,200	50 OCEAN VICTORY	345	200	110	14	2,800
24 RUBY PRINCESS	947	3,082	1,240	13	40,066	Viking Cruises					
25 SAPPHIRE PRINCESS	946	2,600	1,200	21	54,600	51 VIKING ORION	749	930	465	14	13,020
Regent Seven Seas Cruises						2023 Estimate Based on LBC - Lower Berth Count (52 Ships)					
26 SEVEN SEAS EXPLORER	734	750	445	18	13,500	52 STAR BREEZE	522	312	190	6	1,872
Royal Caribbean Cruise Line						2023 Estimate Based on LBC - Lower Berth Count (52 Ships)					
27 BRILLIANCE OF THE SEAS	962	2,100	900	15	31,500					674	1,474,945
28 OVATION OF THE SEAS	1,142	4,180	1,500	4	16,720						
29 QUANTUM OF THE SEAS	1,142	4,180	1,500	6	25,080						
30 RADIANCE OF THE SEAS	962	2,100	900	12	25,200						
Silver Seas											
31 SILVER MUSE	699	596	400	18	10,728						
32 SILVER WHISPER	610	382	295	8	3,056						

LEGEND: **BOLD=Inaugural Ship** 1=Berth 1 1C=Inside Berth 1 2=Berth 2 3=Berth 3 3T=Berth 3 Tender Float 4=Berth 4 DF=Daly Float
 AMD=Allen Marine Dock AN=Anchored Out TBD=To Be Determined A=A.M. P=P.M. N=Northbound S=Southbound

PAST ARRIVAL DATA:			
Year	# of Pass.	# Ships	# Stops
2022	1,005,299	54	641
2021	102,562	18	104
2020	0	0	0
2019	1,188,915	46	570
2018	1,073,923	40	504
2017	1,007,600	43	507
2016	948,089	38	489
2015	944,500	38	496
2014	884,503	39	492
2013	954,685	40	505
2012	894,320	36	470
2011	844,412	30	449
2010	828,929	26	429
2009	937,419	36	496
2008	941,910	37	502
2007	899,638	36	499
2006	838,880	36	503
2005	921,429	37	562

Ketchikan population data per the US Census Bureau

<https://www.census.gov/quickfacts/ketchikangatewayboroughalaska>

All Topics Ketchikan Gateway Borough, Alaska

Population Estimates, July 1, 2022, (V2022)	13,741
PEOPLE	
Population	
Population Estimates, July 1, 2022, (V2022)	13,741
Population estimates base, April 1, 2020, (V2022)	13,957
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	-1.5%
Population, Census, April 1, 2020	13,948
Population, Census, April 1, 2010	13,477

Ketchikan tourism data per the Ketchikan Visitors Bureau

<https://www.visit-ketchikan.com/membership/visitor-statistics/>

The following statistics provide an overview of the visitor industry in Ketchikan. Additional information is available by contacting our office.

Year	Cruise ships	Cruise ship stops	Cruise passengers	Airline visitors	AMHS ferry visitors	TOTAL Visitors
2020	0	0	0			
2019	46	570	1,188,915			
2018	40	504	1,073,923	37,939	7,409	1,119,271
2017	43	507	1,059,200	36,931	3,333	1,099,464
2016	38	489	948,089	35,904	6,300	990,293
2015	38	496	944,500	32,500	6,150	983,150
2014	39	492	884,503	28,284	8,057	920,844
2013	40	505	954,685	27,177	8,942	990,804
2012	36	470	894,320	32,285	11,691	938,296
2011	30	449	844,412	32,382	13,533	890,327
2010	26	427	828,929	31,111	11,921	871,961
2009	36	496	937,419	31,926	11,383	980,728
2008	37	502	941,910	31,926	12,533	986,369

Note: Numbers based on visitor estimates between May and September annually. This information is obtained from a variety of sources and the KVB makes no guarantee as to the accuracy of the data. Gross sales information is obtained from sales tax reports for tourism related categories.

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Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Why is this form needed?

This new license application form is required for all individuals or entities seeking to apply for a new 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 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 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	Southerly LLC		
License Type:	Seasonal Restaurant or Eating Place Tourism ✓	Statutory Reference:	3AAC 304.310 ✓
Doing Business As:	The Food Truck		
Premises Address:	419 Dock Street		
City:	Ketchikan	State:	AK
		ZIP:	99901
Local Governing Body:	Ketchikan Gateway Borough		
Community Council:			

Mailing Address:	1234 Water Street		
City:	Ketchikan	State:	AK
		ZIP:	99901

Designated Licensee:	Amber Adams		
Contact Phone:	504-975-6784	Business Phone:	504-975-6784
Contact Email:	adamsnola@gmail.com		

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

OFFICE USE ONLY			
Complete Date:		License Years:	License #: 6158
Board Meeting Date:		Transaction #:	100589871
Issue Date:		Examiner:	100662219



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 2 – 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.

No schools in the area

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.

420 ft per Gateway Borough Planning Commision measurement

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

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:	



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 4 – 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 5.

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:	Amber Adams			
Title(s):	member	Phone:	504-975-6784	% Owned: 50%
Address:	1234 Water Street			
City:	Ketchikan	State:	AK	ZIP: 99901

Entity Official:	Bryan Cothren			
Title(s):	member	Phone:	504-975-6784	% Owned: 50%
Address:	1234 Water Street			
City:	Ketchikan	State:	AK	ZIP: 99901

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

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

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Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

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 #:	10170063	AK Formed Date:	08/01/2021	Home State:	AK
Registered Agent:	Amber Adams		Agent's Phone:	504-975-6784	
Agent's Mailing Address:	1234 Water Street				
City:	Ketchikan	State:	AK	ZIP:	99901

Residency of Agent: Yes No

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

Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

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

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

Section 6 – 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?

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

Bryan Cothren, member, Southerly LLC



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 7 - 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.

AA

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

AA

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.

AA

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.

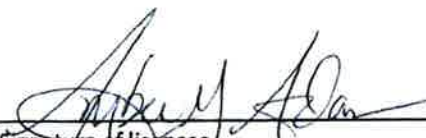
AA

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

AA

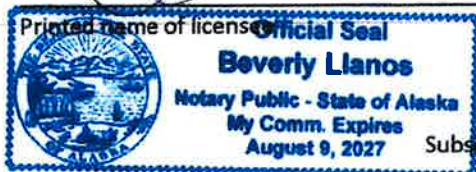
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand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

AA


Signature of licensee
Amber G Adams


Signature of Notary Public

Notary Public in and for the State of Alaska



My commission expires: 8/9/2027

Subscribed and sworn to before me this 13 day of September, 2023.

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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

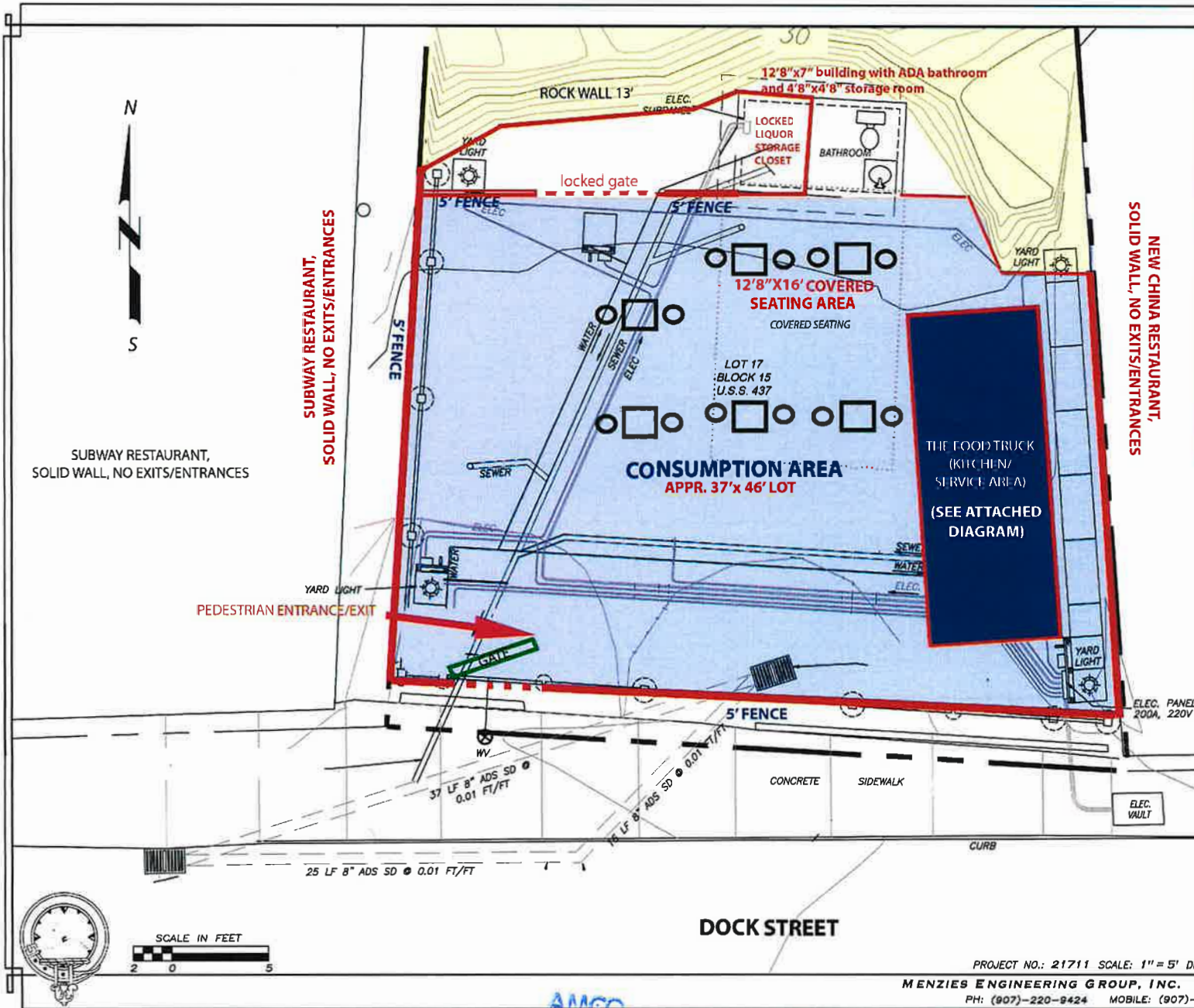
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	Southerly LLC	License Number:	6158
License Type:	Seasonal Restaurant or Eating Place Tourism		
Doing Business As:	The Food Truck		
Premises Address:	419 Dock Street		
City:	Ketchikan	State:	AK ZIP: 99901

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SUBWAY RESTAURANT,
SOLID WALL, NO EXITS/ENTRANCES

SUBWAY RESTAURANT,
SOLID WALL, NO EXITS/ENTRANCES

NEW CHINA RESTAURANT,
SOLID WALL, NO EXITS/ENTRANCES

PEDESTRIAN ENTRANCE/EXIT

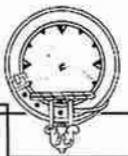
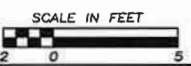
SERVICE/ALCOHOL PLAN

- Singular entrance/exit in clear view of staff to monitor patrons entering/exiting with additional camera monitoring
- Full lot monitored by (4) security cameras
- Alcohol stored in a locked storage room, behind a locked gate, accessible to only owners/employees
- Alcohol served from within kitchen only, by TAP certified employees

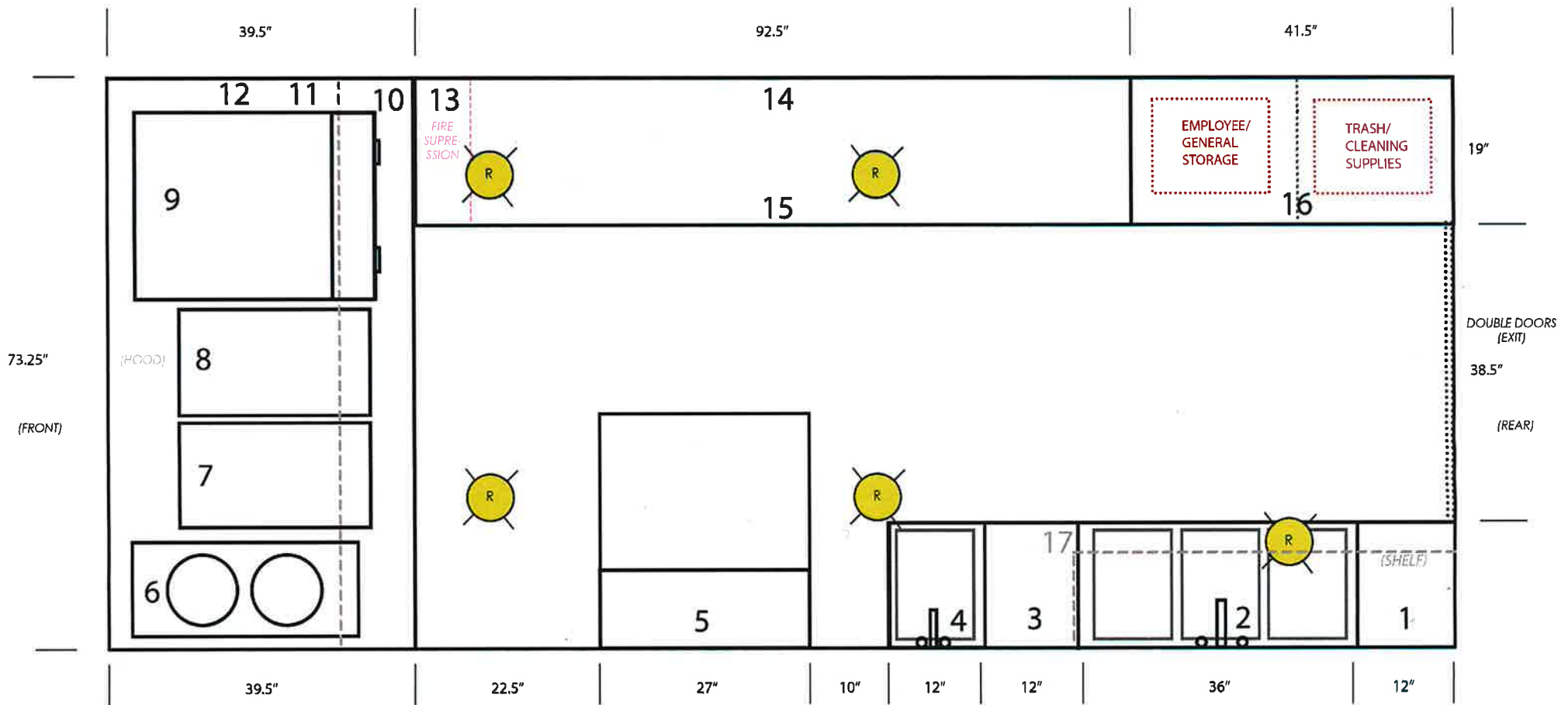


**SITE UTILITIES PLAN-WATER & SEWER
SITE DEVELOPMENT
419 DOCK STREET
LOT 17, BLOCK 15, U.S.S. 437
in KETCHIKAN, ALASKA**

CLIENT: BRYAN COTHREN AND AMBER ADAMS
1234 WATER STREET
KETCHIKAN, AK 99901



AMCO
JUL 11 2023



- 1. Drainboard
- 2. Three Compartment Sink w. Faucet
- 3. Drainboard
- 4. Handwashing Sink
- 5. Refrigerated Sandwich Unit
- 6. Counter top 2 Burner Stove
- 7. Counter top Warmer
- 8. Counter top Warmer
- 9. Counter top Griddle
- 10. Refrigerated Equipment Stand
- 11. Exhaust Hood
- 12. Exhaust Fan

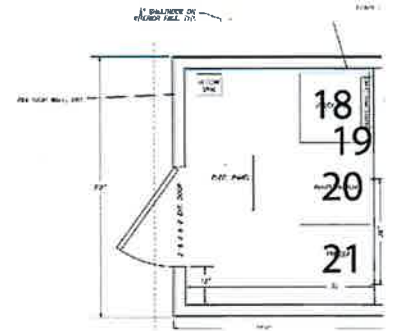
- 13. Fire SupressionSystem
- 14. 36x72 Flip Counter and Awning
- 15. 18x72 Storage
- 16. Storage Cabinets w. Doors
- 17. 12x48 Above Slnk Shelf
- 18. Standard Utility Sink
- 19. Water Heater
- 20. Refrigerator
- 21. Freezer

1" = 1'

BELOW EQUIPMENT -----

ABOVE EQUIPMENT -----

AMCO
JUL 11 2023





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Why is this form needed?

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

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Southerly LLC				
License Type:	Seasonal Restaurant or Eating Place To	License Number:	6158		
Doing Business As:	The Food Truck				
Premises Address:	419 Dock Street				
City:	Ketchikan	State:	AK	ZIP:	99901
Contact Name:	Amber Adams	Contact Phone:	504-975-6784		

Section 2 – Type of Designation Requested

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

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for any persons under 21 years of age: AS 04.16.049(c)
 NOTE: Under AS 04.16.049(d), a Department of Labor and Workforce Development work permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #: 1005809871	Initials:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

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

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

Minors will be employed and present in the kitchen. Minor patrons will be located on the premises in the consumption area.

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

Alcohol will be served directly to patrons providing VALID ID as proof of over 21 status by TAP certified, of-age owner(s) and employees. ID must be shown for EACH individual alcohol beverage to ensure all beverages are served directly to an ID'ed patron. All consuming areas, entrance and exit are in direct view of owners/employees.

Alcohol will be stored in a locked closet, behind a locked gate, with only over 21, TAP certified owner (s) and employees having access. Minor employees in the kitchen will be under the supervision of over 21, TAPS certified owner(s) and employees at all times, with in-kitchen alcohol storage in direct view.

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

Yes No

Section 4 – DEC Food Service Permit

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

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>
Please follow this link to the Municipality Food Safety Website:
<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

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

Initials

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

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

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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

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

Sunday 10 am - 2 pm, Tuesday - Friday 8 am - 4 pm

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

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

Yes No

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

Food and beverage service offered or anticipated is:

table service buffet service counter service other

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

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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

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

Initials

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

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

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

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

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

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Amber G Adams

Printed name of licensee

Signature of licensee

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

Approved

Denied

Signature of local government official

Date

Printed name of local government official

Title

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Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review: _____ Enforcement Recommendation: Approve Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

[Empty box for Enforcement Recommendations]

AMCO Director Review: _____ Approved Denied

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

[Empty box for Limitations]

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THE FOODTRUCK

SHRIMP & GRITS

sauteed alaskan spot prawns in a spicy cajun sauce over cream cheese grits

CRAB & CORN BISQUE

alaskan dungeness crab & fresh corn in a spiced cream base

REINDEER DOGS

indian valley reindeer dogs on homemade hot dog buns, dressed

PIMENTO CHEESE DIP

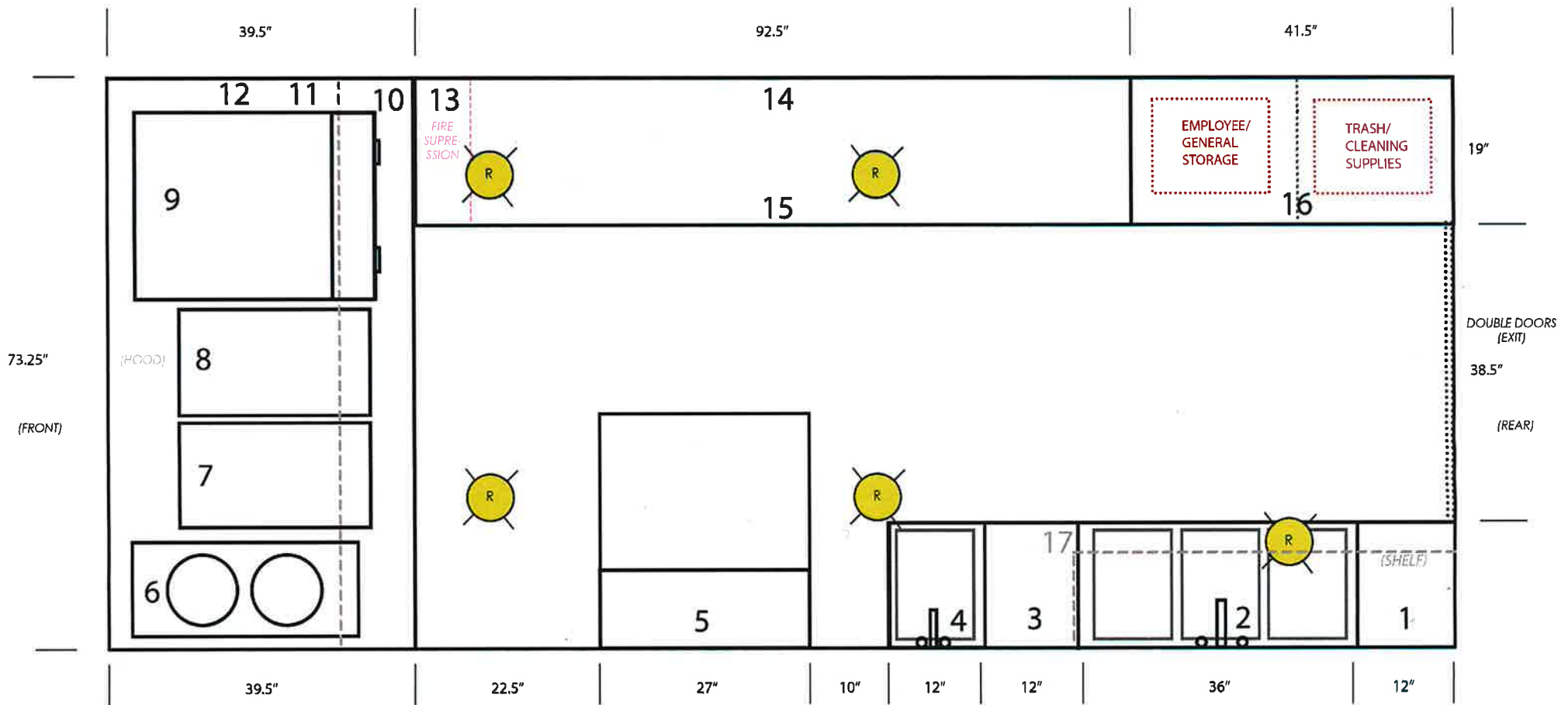
homeade spicy, sweet & salty small bite

AMCO

JUL 11 2023

CHECK WITH US FOR OUR WEEKLY SPECIALS





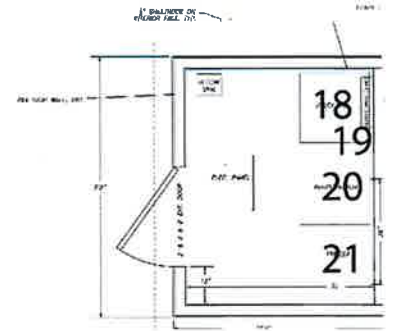
- 1. Drainboard
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- 8. Counter top Warmer
- 9. Counter top Griddle
- 10. Refrigerated Equipment Stand
- 11. Exhaust Hood
- 12. Exhaust Fan
- 13. Fire SupressionSystem
- 14. 36x72 Flip Counter and Awning
- 15. 18x72 Storage
- 16. Storage Cabinets w. Doors
- 17. 12x48 Above Slnk Shelf
- 18. Standard Utility Sink
- 19. Water Heater
- 20. Refrigerator
- 21. Freezer

1" = 1'

BELOW EQUIPMENT - - - - -

ABOVE EQUIPMENT - - - - -

AMCO
JUL 11 2023





THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Environmental
Conservation**

DIVISION OF ENVIRONMENTAL HEALTH
FOOD SAFETY & SANITATION PROGRAM

540 Water Street, STE 203
Ketchikan, AK 99901
Main: 907.225.6200
fax: 907.225.0620

www.dec.alaska.gov/eh/fss
Kaijsa.bellon@alaska.gov

June 29th, 2023

The Food Truck
Attn: Amber Adams, Southerly LLC
1234 Any Street,
Any City, AK 99999

Re: Plan Review Approval for The Food Truck

Facility: 10170 Permit ID: 14440

Dear Amber,

Thank you for submitting your Food Establishment Application and Plan Review Application for The Food Truck located at 419 Dock Street in Ketchikan, Alaska.

This letter serves as approval of your plan review application. Your permit to operate will not be issued until a pre-operational inspection is completed and no major issues prevent final permitting. Please contact me at least two weeks in advance to schedule an inspection.

Here is a link that has resources that may be helpful for you and your facility, which address common food safety risk factors: <https://dec.alaska.gov/eh/fss/risk-factor-resources/>.

Please notify our office if there are any significant changes to the facility, style of service, location of service, ownership, or menu changes.

If you have any questions please do not hesitate to contact me at 907.228.3348 or by email at kaijsa.bellon@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kaijsa J. Bellon".

Kaijsa J. Bellon
Environmental Health Officer

AMCO

JUL 11 2023

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on December 19 2023 is between:

The **Lessor** is a business entity known as EASE & GRACE LLC with a mailing address of 1234 Water Street, Ketchikan, Alaska, 99901, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as SOUTHERLY LLC with a mailing address of 1234 Water Street, Ketchikan, Alaska, 99901, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described empty developed lot located at 419 Dock Street, Ketchikan, Alaska, 99901.

Tax Map: Parcel 2 Lot: 17 Block: 15

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall hold exclusive rights to operate on the Premises with the following use(s): The Landlord will not be able to lease to any other Tenant during this Lease Agreement Period

TERM OF LEASE. This Lease shall commence on January 1 2024 and expire at Midnight on January 1 2034 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$1,000.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

PRORATION PERIOD. The Rent shall be prorated on a daily basis starting on December 19 2023 until the start of the Initial Term beginning on January 1 2024, referred to as the "Proration Period." During said period, the Lessee shall be able to take possession of the Premises and be required to make payment in the amount of \$0.00 upon the execution of this Lease Agreement.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0.00 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on December 1 2033 and end on December 31 2033 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall not have to provide or maintain personal liability or property damage insurance as a lessee.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: Water/Sewer, Electricity, Gas, Internet, Trash removal

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. There shall not be any parking provided to the Lessee.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 90 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together

with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alaska. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises with the following restrictions: Pets must be leashed

The Lessee shall be fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors,

and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alaska.

NOTICES. Notices shall be addressed to the following:

Lessee: SOUTHERLY LLC
1234 Water Street, Ketchikan, Alaska, 99901

PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by Bryan Cothren and Amber Adams, referred to as the "Guarantor(s)", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature  Date 12/19/2023
Bryan Cothren, Co-owner of EASE & GRACE LLC

LESSEE SIGNATURE

Signature  Date 12/19/2023
Bryan Cothren, Co-owner



AFTER RECORDING, RETURN TO:

Ease & Grace LLC
1234 Water Street
Ketchikan, AK 99901

AETIA 63085

WARRANTY DEED
A.S. 34.15.030

The Grantor, **BRIGETTE ELLIS, a(n) unmarried person**, whose address is PO Box 5144, Ketchikan, AK 99901, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to **EASE & GRACE LLC**, Grantee, whose mailing address is 1234 Water Street, Ketchikan, AK 99901, the following-described real estate:

PARCEL 1:

That portion of Lot 16, Block 15, U.S. Survey 437, according to the plat thereof recorded in Volume 1 of plats at Page 100, Ketchikan Recording District, First Judicial District, State of Alaska, more particularly described as follows:

Beginning at the most easterly common corner of Lot 16, Block 15 and Lot 18C, Block 15, U.S. Survey 437 on Edmonds Street, the true point of beginning of the portion herein described; thence N 34°39' W along Edmonds Street, a distance of 67.59 feet; thence S 54°50' W a distance of 83.74 feet; thence N 86° 33' E a distance of 16.54 feet; thence S 03°27' W a distance of 1.00 feet; thence N 87°40' E a distance of 38.71 feet; thence S 03°52' E a distance of 10.00 feet; thence N 87°04' E a distance of 51.13 feet to the true point of beginning.

PARCEL 2:

Lot 17, Block 15, U.S. Survey 437, according to the plat thereof recorded in Volume 1 of Plats at Page 100, Ketchikan Recording District, First Judicial District, State of Alaska

EXCEPTING THEREFROM: The Southerly 4.50 feet thereof as conveyed to the City of Ketchikan by Deed recorded June 30, 1920 in Volume 1 of Deeds at Page 048;

RECEIVED
SEP 15 2023

PARCEL 3:

That portion of Lot 16, Block 15, U.S. Survey 437, according to the plat thereof recorded in Volume 1 of Plats at Page 100, Ketchikan Recording District, First Judicial District, State of Alaska described as follows:

Beginning at the Easterly common corner of Lots 16 and 17, Block 15; thence N 3°52' W 33.17 feet to a point; thence S 87°04' W 38.73 feet to a point; thence S 3°27' W 18.83 feet to the easterly common corner of said Lots 16 and 17; thence along the common boundary of said Lots 16 and 17; S 73°48' E 48.83 feet to the point of beginning.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

DATED this 10 day of November, 2021.

GRANTOR:



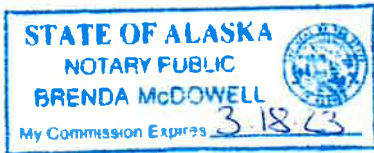
BRIGETTE ELLIS

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on this 10th day of November, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **BRIGETTE ELLIS**.

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



Notary Public in and for Alaska

My Commission Expires: 3.18.23

RECEIVED
SEP 15 2023