

Introduced by: Council Member Watson
Date: March 28, 2017
Action: Passed
Vote: 4-0

CITY OF BETHEL, ALASKA

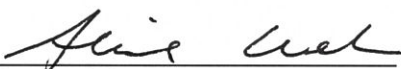
Resolution # 17-06

CITY OF BETHEL PROTEST THE ISSUANCE OF PACKAGE STORE LIQUOR LICENSE #5542 TUNDRA LIQUOR CACHE, LOCATED AT 105 HOFFMAN, OWNED BY STEVE CHUNG

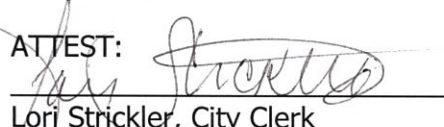
- WHEREAS,** Steve Chung, made an application with the Alaska Alcohol and Marijuana Control Office (AMCO) Package Store License #5542, to be used for Tundra Liquor Cache, located at 105 Hoffman Bethel, Alaska 99559;
- WHEREAS,** the City Clerk received a copy of this application on January 31, 2017 and has determined that the last day for the Council to file a protest is April 1, 2017;
- WHEREAS,** City of Bethel Administration submitted a report to the Bethel City Council on February 20, 2017 (Attachment) with the following finding;
- WHEREAS,** Alaska Statutes 04.11.420 Zoning Limitations, states, in part: "a person may not be issued a license or permit in a municipality if a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages unless a variance of the regulations or ordinance has been approved;"
- WHEREAS,** as of March 28, 2017, Tundra Liquor Cache has not been granted a conditional use permit from the City of Bethel, as required under Bethel Municipal Code 5.08.060, Conditional Use Permit Required;
- WHEREAS,** there is a health and safety concern in the accessibility of the proposed site, the increased traffic flow would provide for unsafe ingress and egress to the property and the adjacent State Highway, which would likely negatively impact pedestrian safety.

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council protest the issuance of Package Store License #5542 Tundra Liquor Cache, for the reason listed above.

ENACTED THIS 28 DAY OF MARCH 2017 BY A VOTE OF 4 IN FAVOR AND 0 OPPOSED.


Alisha Welch, Mayor Pro Tempore

ATTEST:


Lori Strickler, City Clerk

City of Bethel, Alaska

Resolution #17-06
1 of 1



CITY OF BETHEL

P.O. Box 1388 Bethel, Alaska 99559

907-543-1385

Fax 907-543-2936

March 21, 2017

Steve Chung
Tundra Liquor Cache
PO BOX 3067
Bethel, AK 99559

Re: Package Store License 5542

Mr. Chung:

The Bethel City Council will be considering a protest of the State of Alaska, Package Store Liquor License No. 5542 at their Regularly Scheduled Council Meeting, March 28, 2017. As per Bethel Municipal Code 5.08.040, and in accordance with 3 AAC 304.145, you will be provided a reasonable opportunity to defend your application for a Package Store License before the Bethel City Council at this meeting.

The March 28, Council Meeting will be held at City Hall, 300 State Highway, Bethel, and will begin at 6:30p. Resolution 17-06, Protesting the Issuance of a State of Alaska, Package Store License for Tundra Liquor Cache, will be considered under New Business Item C. The Agendas will be posted on Wednesday March 22, and will be available on the City of Bethel website, www.cityofbethel.org.

Attached are documents the Council will use in their consideration of the protest in addition to the regulations provided in Bethel Municipal Code 5.08.

Respectfully,

Lori Strickler,
City Clerk

Enclosures



City of Bethel

Administration
P.O. Box 1388 Bethel, Alaska 99559
Phone # 907-543-1371
Fax # 907-543-4171

February 20, 2017

Bethel City Council
P.O. Box 1388
300 state highway
Bethel, AK 99559

Mayor, Vice-Mayor and Members of City Council;

In the matter of an application by Tundra Liquor Cache, located 105 Hoffman, Bethel, AK 99559; # 5542 to State of Alaska Alcohol & Marijuana Control Office and in accordance with AS 04.11.150.

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager provide a written report to City Council, with a copy to the applicant, listing any objections to the Board issuance of the application.

According to BMC 5.08.020(c) City Planner, City Finance Director, City Fire Chief and Police chief shall forward written statements to the City Manager outlining their findings:

- a) Finance Director- Sales Tax Filings, Utility Bills and City Business License are current.
- b) Planning Director-A conditional use permit has not been submitted yet or a scaled map; parking hasn't been resolved.
- c) Police Chief- For the calendar year of 2017, "105 Hoffman"; "Steve Chung"; and "EDs Auto "had one call for a DUI in the area, traffic accident and a service incident follow-up call. From 2/14/2016 to 2/14/2017 there were 9 reportable calls, 1 motor vehicle accident; two reports each of suspicious vehicle/person/intoxicated pedestrian and traffic stops., including one DUI.
- d) Fire Chief- Reports that there has been no excessive or unlawful activity at 105 Hoffman Rd. He has reviewed the fire and life safety code compliance of the proposed package store. No plan review was submitted, he stated he would convert part of the existing shop into a package store. No further inspections will be performed until approved drawings are made available.

City Manager Concerns- Hoffman Rd and the Highway will be a 4-way intersection in the future Taking into consideration the existing traffic at the QFC I believe the traffic conditions will worsen. I believe because the traffic conditions will worsen the pedestrian traffic will be more dangerous between Our Rd. and Hoffman Rd. on both sides of the highway.

Peter Williams
City Manager, City of Bethel



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

January 31, 2017

City of Bethel

Attn: Lori Strickler

VIA Email: lstickler@cityofbethel.net

License Type:	Package Store	License Number:	5542
Licensee:	Steve Chung		
Doing Business As:	Tundra Liquor Cache		

☒ New Application

☐ Transfer of Location Application

☐ Transfer of Ownership Application

☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



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-00: New License Application

What is this form?

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 main 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:	Steve Chung				
License Type:	Package Store	Statutory Reference:	04.11.150		
Doing Business As:	Tundra Liquor Cache				
Premises Address:	105 Hoffman				
City:	Bethel	State:	AK	ZIP:	99559
Local Governing Body:	City of Bethel				
Community Council:	None				

Mailing Address:	Po Box 3067				
City:	Bethel	State:	AK	ZIP:	99559

Designated Licensee:	Steve Chung				
Contact Phone:	907 545 0467	Business Phone:	907 543 4445		
Contact Email:	STEEB001022@YAHOO.COM				

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

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



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.

0.6 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.

0.3 Miles

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:	Steve Chung				
Address:	Po Box 03067				
City:	Bethel	State:	AK	ZIP:	99559

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	



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

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

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

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



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

Residency of Agent:

Yes No

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

☐ ☐**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?

☐ ☒

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



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-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.

S.C.

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

S.C.

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.

S.C.

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.

S.C.

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

S.C.

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

Signature of licensee

Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of

My commission expires:

Notary Public
ELENA HICKS
State of Alaska

My Commission Expires Jan 17, 2017

Subscribed and sworn to before me this 27 day of December, 2016.



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-02: Premises Diagram

What is this form?

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

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

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

Yes No

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

☒ ☐

Section 1 - Establishment Information

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

Licensee:	Steve Chung	License Number:	
License Type:	Package / Store		
Doing Business As:	Tundra Liquor Cache		
Premises Address:	105 Hoffman		
City:	Bethel	State:	AK
		ZIP:	99559



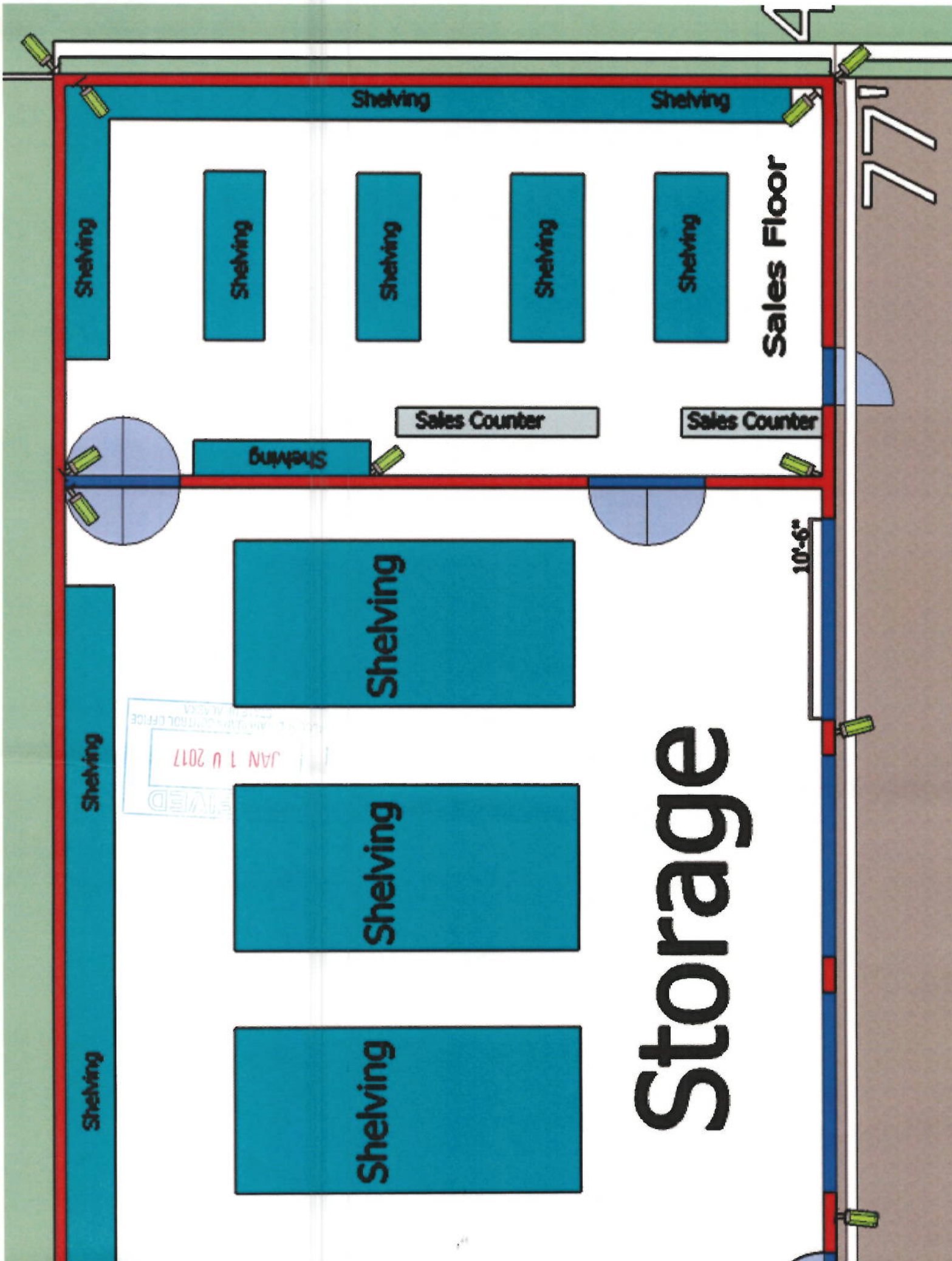
Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

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

Storage



133'

56'

Office

Shelving

Shelving

Shelving

Parking Area

Shelving

Shelving

Shelving

Shelving

Shelving

Shelving

Reception

Sales Counter

Sales Counter

Sales Floor

Shelving

Shelving

Shelving

Shelving

Shelving

Shelving

Storage

77'

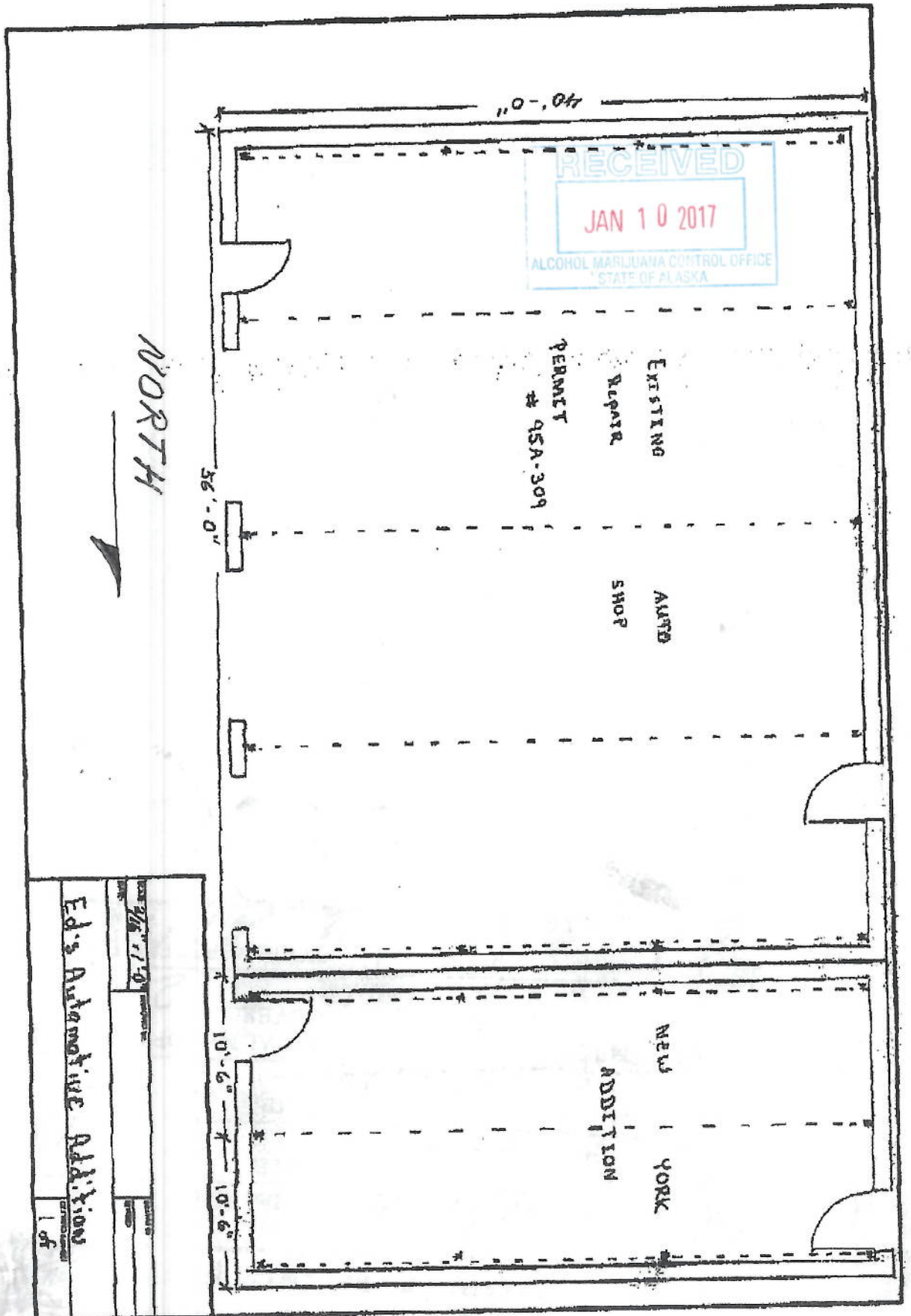
10'-4"

77'

Parking Area

Parking Area

Hoffman Road



Original Blue Print



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-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

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

Section 1 – Establishment Information

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

Licensee:	Steve Chung				
License Type:	Package Store / New License				
Doing Business As:	Tundra Liquor Cache				
Premises Address:	105 Hoffman				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Certification

I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 12-27-16

End Date: 1-5-17

Other conspicuous location: _____

I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

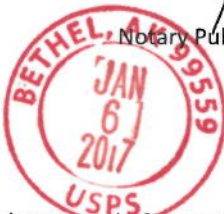
Signature of licensee

Steve Chung

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of



My commission expires: _____

Subscribed and sworn to before me this 6 day of Jan, 2017.



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-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

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

Initials

I certify that I have **never** been convicted of an act that constitutes a crime involving moral turpitude.

SL

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

SL

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

SL

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 10 years immediately preceding the date of this form.

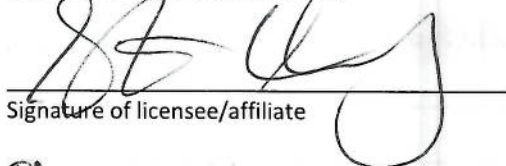
SL

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have been convicted of one or more of the above offenses, and I have attached a written explanation that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

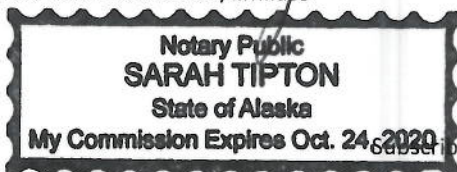
I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete, and I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105.


Signature of licensee/affiliate


Signature of Notary Public


Printed name of licensee/affiliate

Notary Public in and for the State of Alaska



My commission expires: October 24, 2020

Subscribed and sworn to before me this 6th day of January, 2017.



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-09: Statement of Financial Interest

What is this form?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

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

Section 1 – Establishment Information

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

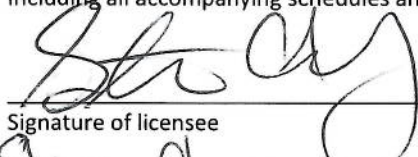
Licensee:	Steve Chung				
License Type:	Package Store	EIN:	46-4621413		
Doing Business As:	Tundra Liquor Cache				
Premises Address:	105 Hoffman				
City:	Bethel	State:	AK	ZIP:	99559


Section 2 – Certifications

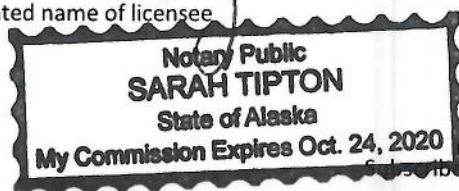
The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

I, as the sole proprietor or as an officer or stakeholder of the entity listed above, declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Steve Chung
Printed name of licensee


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



My commission expires: October 24, 2020

Subscribed and sworn to before me this 6th day of January, 2017.

**DEED OF TRUST**

THIS DEED OF TRUST, made this 23 day of Sept, 2015 between STEVE CHUNG, a married person, herein called TRUSTOR, whose address is P.O. Box 3067, Bethel, Alaska 99559, FIRST AMERICAN TITLE COMPANY OF ALASKA, an Alaska Corporation, herein called TRUSTEE, and EDWARD KEITH LACKEY, Box 1230, Honokaa, Hawaii 96727, herein called, BENEFICIARY.

WITNESSETH: That TRUSTOR GRANTS, TRANSFERS, ASSIGNS and CONVEYS to TRUSTEE, in trust, with power of sale, that property in the Bethel Recording District, Fourth Judicial District, State of Alaska, described as:

Lot 3, Phase 1, NUNVAK ESTATES, according to the official plat thereof, filed under Plat Number 80-14, Records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Together with all buildings, structures, fixtures and improvements now and hereafter situate, erected, placed or located upon said described property, and subject to any and all reservations, exceptions, easements, covenants, conditions, and other limitations and restrictions of record affecting the estate, and all tenements, hereditaments, appurtenances, rights, easements, privileges, rents, issues and profits, belonging on or in any way appertaining thereto, subject, however, to the right, power and authority hereinafter given to and conferred upon BENEFICIARY to collect and apply such rents, issues and profits, to-have-and-to-hold the same, with the appurtenances, unto TRUSTEE, FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of TRUSTOR herein contained.
2. Payment of the indebtedness evidenced by the promissory note and the real property purchase agreement, previously entered into by the parties and incorporated into this document by reference, in the principal sum of \$400,000.00 (Four Hundred Thousand Dollars) payable to BENEFICIARY or order, which expires on August 1, 2020.

Further, this indebtedness is secured by the above referenced promissory note and real property purchase agreement, with interest at the rate of seven (7) percent, pursuant to the amortization table attached to the real property purchase agreement, and with the following payments as follows: \$7,498.54 (Seven Thousand Four Hundred and Ninety-Eight Dollars and Fifty-Four Cents) due each month, installments beginning October 1, 2012, for a period of eight (8) years. If any payment due hereunder is late after the 6th of each month, a penalty late-fee of \$300 will be owed; and if the payment is late after the 15th of each month, an additional \$300 will be owed. TRUSTOR may pay off the note and this contract early, without penalty or interest.





Failure to pay rent within thirty (30) days of the due date of any month is a default of this agreement by the TRUSTOR, and per the note, the entire principal sum and accrued interest shall at once become due and payable at the option of the BENEFICIARY. Further, at the option of the BENEFICIARY, failure to make such payment within thirty (30) days, authorizes BENEFICIARY to terminate this agreement and take immediate possession of the premises without any further notice, process or legal action. If any suit or action is instituted to collect under this agreement or the note or any part thereof the TRUSTOR promises and agrees to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney's fees in such suit or action.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To pay promptly the principal of, and interest on, the indebtedness evidenced by said Note and in the manner therein provided.

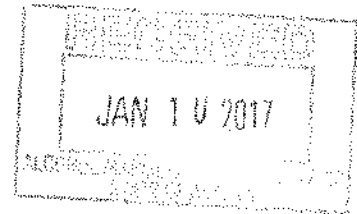
2. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alternations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to maintain in an orderly manner, paint, repair, keep free of freezing, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

3. To provide, maintain and deliver to BENEFICIARY fire insurance and extended coverage satisfactory to and with loss payable to BENEFICIARY in an amount not less than \$400,000. The amount collected under any fire insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENEFICIARY may determine, or at option of application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and actual attorney's fees, in any such action or proceeding in which BENEFICIARY or TRUSTEE may appear, and in any suit brought by BENEFICIARY to foreclose this Deed of Trust.

5. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, plus, when due, all encumbrances, charges and liens with interest on said property





or any part thereof, which appear to be prior to or superior hereto, and all costs, fees and expenses of this Trust.

6. Should TRUSTOR fail to make any payment or to do any act as herein provided, then BENEFICIARY or TRUSTEE, but without obligation so to do and without notice to or demand upon TRUSTOR and without releasing TRUSTOR from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, BENEFICIARY or TRUSTEE being authorized to enter upon the property for such purposes; commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the BENEFICIARY or TRUSTEE; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including costs of evidence of title, employ counsel, and pay its actual attorney's fees.

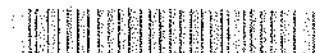
7. To pay immediately, and without demand, all sums expended hereunder by BENEFICIARY or TRUSTEE, with interest from date of expenditure at rate provided in the principal debt and the repayment thereof shall be secured hereby.

8. Should TRUSTOR sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree to do so, without the written consent of the BENEFICIARY being first obtained, then BENEFICIARY shall have the right, at his option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of right to require such consent to future or successive transactions. Consent to additional encumbrances which are subordinate to this Deed of Trust shall not be unreasonably withheld.

9. To provide, maintain and deliver to BENEFICIARY, and payable to BENEFICIARY, general liability and fire insurance pursuant to the Contract. The amount collected under any fire or other insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENEFICIARY may determine, or at option of BENEFICIARY the entire amount so collected or any part thereof may be released to TRUSTOR. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

B. IT IS MUTUALLY AGREED:

1. Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to BENEFICIARY who may apply or release such moneys received by it in the same manner and





with the same effect as above provided for disposition of proceeds of general liability, fire, or other insurance.

2. By accepting payment of any sum secured hereby after its due date, BENEFICIARY do not waive their right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. The waiver of BENEFICIARY or TRUSTOR of the breach of any covenant may not be construed as waiving the breach of any other covenant or a subsequent breach of the same covenant.

3. At any time or from time to time, without liability therefore and without notice, upon written request of BENEFICIARY and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereof; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to TRUSTEE for cancellation and retention and upon payment of its fees TRUSTEE shall reconvey, pursuant to the Contract, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, TRUSTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for and otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including actual attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine. Failure or discontinuance of BENEFICIARY at any time, or from time to time, to collect any such amounts shall not in any manner affect the subsequent enforcement by BENEFICIARY of the right, power and authority to collect the same. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or termination or notice of termination under the Contract,





or invalidate any act done pursuant to such notice. Nothing contained herein, nor the exercise of the right by BENEFICIARY to collect, shall be or be construed to be, an affirmation by BENEFICIARY of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust, to any such tenancy, lease or option.

6. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived.

7. TRUSTOR waive and renounces for himself and family any homestead and exemption rights with respect to (a) the debt(s) secured hereby or to any renewals or extensions thereof, and (b) to the property covered by this Deed of Trust.

8. The TRUSTEE is subrogated to the rights of all BENEFICIARY, mortgagees, lienholders and BENEFICIARYs directly or indirectly paid off or satisfied in whole or in part by the proceeds of the Loan(s) hereby secured, regardless of whether said persons upon payment assigned or released of record their rights.

9. Upon default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder or upon the default in the performance of any loan agreement or related agreements executed in connection herewith or should a commitment of a governmentally sponsored program of insurance, or private mortgage insurer, to insure this loan if such insurance is contemplated by the parties hereto, cease to be in full force and effect for any reason whatsoever, all sums secured hereby shall immediately become due and payable at the option of the BENEFICIARY and pursuant to the Contract. In the event of default, BENEFICIARY may execute or cause this TRUSTEE to execute a written notice of such default and of its election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each Recording District wherein said property, or some part thereof, is situated. Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, TRUSTEE, without demand on TRUSTOR, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction, to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. TRUSTEE may postpone sale of all or any portion of the property in the manner provided by law. TRUSTEE shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts, shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE or BENEFICIARY, as herein defined, may purchase at such sale. After deducting all costs, fees and expenses of TRUSTEE and the BENEFICIARY, and of this Trust, including, but not limited to, cost of evidence of title and actual attorney's fees in connection with the sale. TRUSTEE shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then





repaid with accrued interest at the rate provided in the principal debt; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

10. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, legal representatives, successors and assigns. The term BENEFICIARY shall mean the holder and BENEFICIARY, including pledges, of the Note secured hereby, whether or not named as a BENEFICIARY herein, or if the Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Words of broad or general meaning shall in no wise be limited because of their use in connection with words of more restricted significance.

11. TRUSTEE accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. TRUSTEE is not obligated to notify any party hereof of pending sale under any other Deed of Trust or of any action or proceeding in which TRUSTOR, BENEFICIARY or TRUSTEE shall be a party unless brought by TRUSTEE.

12. BENEFICIARY may, from time to time, as provided by statute, appoint another TRUSTEE in place and stead of TRUSTEE named herein; and thereupon, the TRUSTEE herein named shall be discharged and the TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

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

14. If there be more than one TRUSTOR hereunder, their obligation shall be joint and several.

15. If the Note secured hereby provides any premium or penalty for prepayment of any indebtedness secured here, TRUSTOR agrees to pay such premium or penalty if any such indebtedness shall be paid prior to the date thereof recited in such Note, even if and notwithstanding TRUSTOR shall have defaulted in payment thereof, or in performance of any agreement hereunder, and BENEFICIARY, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

16. In the event the BENEFICIARY (a) releases any part of the security described herein or any person liable for any indebtedness secured hereby, or (b) grants an extension of time on any payments of the indebtedness secured hereby, or (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in





said Note or Contract, said act or omission shall not release the TRUSTOR, subsequent purchasers of the said premises or any part thereof, or makers or sureties of this Deed of Trust or of said Note, under any covenant of this Deed of Trust or of the said Note, nor preclude the holder of said Note from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

17. At any time, and from time to time, without liability therefore, upon written request by BENEFICIARY and presentation for endorsement of this Deed of Trust and the Note secured hereby, TRUSTEE may execute a subordination agreement whereby this Deed of Trust shall become subject and subordinate, in whole or in part (but not with respect to the priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the said property, upon recording thereof in the Recording District in which said property is situate.

18. Any demand or notice made or given by TRUSTEE or BENEFICIARY, or both, to TRUSTOR shall be effective when (a) mailed by registered or certified mail to the address of the TRUSTOR as set forth below, or (b) when delivered personally to TRUSTOR. Furthermore, when for purposes of demand or notice, the TRUSTEE or BENEFICIARY, or both, uses the address at which it customarily or last communicated with TRUSTOR, such demand or notice shall be effective.

19. Nothing contained herein nor any transaction related thereto shall be construed or shall so operate either presently or prospectively to require TRUSTOR, nor permit TRUSTEE to do any act contrary to law; and if any clause or provisions shall otherwise so operate then such offensive clause or provision shall only be held for naught as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect.

20. Time of payment or performance, wherever mentioned hereunder, is strictly of the essence hereof.

21. The enumeration hereunder of the rights and remedies of the TRUSTEE or BENEFICIARY, or both, are cumulative, and such enumeration is not intended to imply that such rights and remedies are mutually exclusive nor that they are in lieu of any or all statutory, common law, equitable or other rights granted to or vested in the holder of said Note, by virtue of the laws of the State of Alaska.

22. The undersigned TRUSTOR requests that a copy of any notice of default or of any Notice of Sale hereunder be either (a) mailed to him by registered or certified mail at the address set forth below, or (b) be delivered personally to him.





DATED: 9-23-15

TRUSTOR: STEVE CHUNG

ACKNOWLEDGMENT

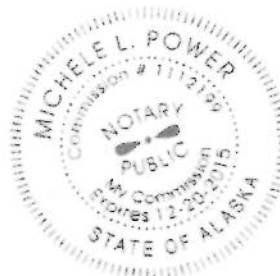
STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

On this day personally appeared before me STEVE CHUNG to me know to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal
this 31 day of Sept, 2015.

Notary Public in and for
State of Alaska

My commission expires: 12-20-2015



After Recording Return to:
First National Bank Alaska
Escrow Department
1751 Gambell Street, Ste 118
Anchorage, AK 99503



Certificate of Completion

This Certificate of Completion of

eTIPS Off Premise 3.0

For coursework completed on January 8, 2017

provided by Health Communications, Inc.
is hereby granted to:

Steve Chung

Certification to be sent to:

Tundra Liquor Cache, LLC

105 Hoffman

Bethel AK, 99559 USA



HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





Bethel Broadcasting, Inc.

PO Box 468/640 Radio Street
Bethel, Alaska 99559
907-543-3131 fax 907-543-3130

KYUK - AM 640

Bethel, AK

AFFIDAVIT OF PERFORMANCE - "Tundra Liquor Cache Announcement"

Steve Chung, Ed's Auto

Week of Dec 26- 30, 2017

Week of January 2 -6, 2017

Week of January 9-13, 2017

Run of Schedule

2x Weekly

2x Weekly

2x Weekly

"Steve Chung is making an application for a new package store under Alaska Statute-section 04.11.150, for a liquor license, doing business as Tundra Liquor Cache. This store will be located at 105 Hoffman Rd, currently the location of Ed's Automotive.


Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 West 7th Ave, Suite 1600, Anchorage AK 99501."

Total Placements

6

Paid Spots

6


Shane Iverson, General Manager

1/9/17
Date