



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: January 21, 2020

FROM: Glen Klinkhart, Interim Director

RE: 635 Serrano's Mexican Grill

Requested Action: Transfer of ownership with security interest

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

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

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

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

3 AAC 304.107(a): "If a former licensee seeks to compel the transfer of a license because of a promise under [AS 04.11.670](#) given as collateral by the current licensee to the former licensee in the course of an earlier transfer of the license, followed by a default in payment in connection with property conveyed or a lease made in the course of the previous transfer, the board will deny the transfer if creditors are not satisfied under [AS 04.11.360](#)(4)(A) unless it clearly appears that the former licensee, at the time of the previous transfer, complied with the following notice requirements:

- (1) a leasehold conveyance or contract of sale of property made in the course of the previous license transfer was recorded in the manner provided for recordation of real estate conveyances, and the transferor, at the time of the previous transfer, made a UCC filing statement in which a security interest in the license was claimed under [AS 04.11.670](#) and [AS 04.11.360\(4\)\(B\)](#); the documents recorded under this paragraph must contain the following statement: "Under the terms of [AS 04.11.670](#), [AS 04.11.360\(4\)\(B\)](#), and [3 AAC 304.107](#), the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."; and
- (2) all documents prepared in connection with the previous transfer of the liquor license, including all leases, contracts, and other relevant memoranda, were filed with the board at the time of the previous transfer; the documentation must include a statement of the book and page number showing where the lease or contract, and UCC filing statement, bearing the disclosure statement required in (1) of this subsection, are recorded; and
- (3) the notice of the previous transfer required by [AS 04.11.310\(a\)](#) was made in writing and published, as required under [3 AAC 304.125](#), once a week for three weeks in a newspaper of general circulation before the transfer, in addition to any other notice of the application that might have been required by the board at the time of the previous transfer; the published notice must contain the following statement: "Under the terms of [AS 04.11.360\(4\)\(B\)](#), [AS 04.11.670](#), and [3 AAC 304.107](#), the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors."

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

Background: A completed transfer application has been received for liquor license 635. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.107(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated.

Attachment: Security Interest Documents
AB-01
AB-02
AB-03

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) trina johnson
B. E-MAIL CONTACT AT FILER (optional) trinaj@mac.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Trina Johnson PO Box 92480 Anchorage, Alaska 99509

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Serrano's LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY Anchorage	STATE Ak	POSTAL CODE	COUNTRY USA

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

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

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME La Mexican Inc.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS PO Box 92480	CITY Anchorage	STATE A	POSTAL CODE 99509	COUNTRY USA

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

All Furnitures, Fixtures and Equipment located at 2514 E Tudor road, Anchorage, Ak. 99507 (See Exhibit A attached and incorporated by reference hereto)
1- 2005 Workhorse, VIN 5T4KP41U153399965
Beverage Dispensary License #635

Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into effective October 25, 2019 by and between SERRANO'S LLC, an Alaska limited liability company, whose address is 201 E. Northern Lights Blvd., Suite 201A, Anchorage, AK 99503 (the "Debtor") and LA MEXICANA, INC., whose address is PO Box 92480, Anchorage, Alaska 99509-2480 ("Secured Party")

RECITALS

WHEREAS, Debtor has delivered to Secured Party a Secured Promissory Note of even date herewith in the principal amount of \$250,000.00 (the "Note") in partial payment of the purchase price for Alaska Beverage Dispensary License No. 635 (the "License") sold by Secured Party to Debtor; and

WHEREAS, As consideration for Secured Party agreeing to accept the Note in partial payment of the purchase price, Debtor agreed to secure the Note with a pledge of certain personal property, as set forth in this Security Agreement; and

WHEREAS, Debtor and Secured party intend to create a security interest in the Beverage Dispensary Liquor License only as provided in AS 04.11.670, AS 04.11.360(4)(B) and 3 AAC 304.106 such that Secured Party shall retain a security interest in the Beverage Dispensary Liquor License and may, as a result, be able to obtain a retransfer of the License without satisfaction of other creditors.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in the following property (collectively, the "Collateral"):

(a) Furniture, Fixtures, Equipment, and Vehicle. All of the furniture, fixtures equipment located at 2514 E Tudor Rd, Anchorage, AK 99507, owned by Debtor, described in Exhibit A hereto, and the food truck owned by Debtor described as a 2005 Workhorse, VIN 5T4KP41U153399965. The Debtor and Secured Party agree the value of the foregoing personal property exceeds \$250,000.

(b) Beverage Dispensary License. Alaska Beverage Dispensary License No. 635 and all renewals thereof (the "License") to the extent permitted. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors



(d) All products and proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of the Collateral.

2. Liabilities. As used in this Security Agreement, the term "Liabilities" shall mean all obligations and liabilities of Debtor to Secured Party, now or hereafter existing, under and in connection with the Note and this Security Agreement.

3. Proceeds. As used in this Security Agreement, the term "Proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, and all leases of any of the Collateral.

4. Representations and Warranties. Debtor hereby represents and warrants to Debtor that:

(a) Organization and Authority. The execution and delivery of this Agreement and the performance of the contemplated transactions are within the authority of Debtor. The execution and delivery of this Agreement and the performance of the contemplated transactions will not violate or contravene or result in a material breach in respect of the terms of any other agreement to which Debtor is a party or by which Debtor is bound, which breach would result in the creation, imposition or enforcement of any lien against the Collateral.

(b) Binding Effect of the Documents. This Agreement is the legal and binding obligation of Debtor enforceable in accordance with its terms.

(c) Ownership of Collateral. As of the Effective Date, Debtor owns the Collateral free and clear of any and all liens, claims and encumbrances, except for the encumbrance created by this Security Agreement.

5. Covenants.

(a) Operation of License. Debtor shall pay all charges and expenses of any nature whatsoever connected with the operation of the License and the renewal thereof. Debtor shall with respect to the License: operate the business in the ordinary course; shall operate the business in accordance with law, ordinance, and regulation; and shall be solely responsible for all operating expenses of the business.

(b) Transfers and Other Liens. Except in the ordinary course of business, Debtor shall not without Secured Party's prior written consent (i) sell, transfer, lease, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, the Collateral or (ii) create or suffer to exist any lien or encumbrance upon or with respect to any of the Collateral.

(c) Care of Collateral. Debtor shall keep in effect all licenses or permits relating to the Collateral; maintain insurance on the Collateral; keep the Collateral in good repair and be responsible for any loss or damage to it; at all times warrant and defend Debtor's

ownership of the Collateral and keep the Collateral free from all liens, claims, encumbrances and security interests; and pay when due all taxes, license fees, and other charges upon the Collateral. Loss of or damage to the Collateral will not release Debtor from any of its obligations under this Agreement.

6. Release and Termination. At such time as all of the Liabilities have been paid and satisfied in full, Secured Party's security interest in the Collateral shall terminate and all rights in and to the Collateral shall revert to Debtor. Upon any such termination, Secured Party will execute and deliver to Debtor such documents as Debtor reasonably requests to evidence such termination.

7. Default. A default under this Agreement shall occur if any of the following events occur: (i) Debtor is in default under the terms of the Note; (ii) Debtor fails to perform any undertaking or materially breaches any warranty or covenant in this Agreement; or (iii) Debtor transfers an interest in any of the Collateral contrary to the provisions of this Agreement without the prior written consent of Secured Party.

8. Remedies. Upon the occurrence of any default under this Agreement, at any time thereafter all remaining principal and accrued and unpaid interest under the Note will at the election of Secured Party and without notice of such election or demand for payment become immediately due and payable and Secured Party will have the remedies of a secured party under the Alaska Uniform Commercial Code or other applicable law.

9. Amendments. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties.

10. Rights, Waivers. All rights and remedies under this Agreement are cumulative. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

11. Notice. Any notice required or permitted under this Agreement must be in writing and sent to the address of the subject party set forth in the first paragraph of this Agreement or by email to the address set forth in this Section. Notices will be deemed given (i) when personally delivered, (ii) on the fifth business day after deposit when sent by certified or registered mail, or (iii) on the first business day after being delivered by email. A party may change their address by notice to the other parties delivered in accordance with this Section.

IF TO SECURED PARTY:

La Mexicana, Inc.
Attn: Trina Johnson
PO Box 92480
Anchorage, AK 99509-2480
Email: _____

IF TO DEBTOR:

Serrano's LLC
Attn: Josue Picasso

201 E. Northern Lights Blvd., Suite 201A
Anchorage, AK 99503
Email: tobypicasso@hotmail.com

12. Assignments. Debtor may not assign its rights or delegate its duties under this Agreement without Secured Party's prior written consent.

13. Binding Effect. This Agreement shall be binding upon Debtor, and its successors and assigns, and shall inure to the benefit of Secured Party, and their successors and assigns.

14. Governing Law; Jurisdiction. This Agreement shall be construed, interpreted and enforced, pursuant to the laws of the State of Alaska, and the parties agree that the District or Superior Court in the Third Judicial District for the State of Alaska, at Anchorage, shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document. **EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER.**

15. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

16. Filing of Financing Statements. By its signature, Debtor hereby authorizes Secured Party to file against Debtor one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to Secured Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

[Signatures on Following Page]

DEBTOR:

SERRANO'S LLC

By: _____

Name: Josue Picasso

Title: Member

SECURED PARTY:

LA MEXICANA, INC.

By: _____

Name: Trina Johnson

Its: President

[Signature Page to Security Agreement]

EXHIBIT A

List of Furniture Fixtures and Equipment

- 15 - double booths
- 12 - chairs
- 10 - bar stools
- 01 - single door true refrigerated prep table
- 06 - custom art displays
- 02 - HD big screen TVs
- 17 - table tops
- 17 - table bases
- 03 - POS systems with cash registers
- 01 - double door true kegerator
- 01 - single door kegerator
- 02 - double door true refrigerated prep tables
- 01 - single door true refrigerated prep table
- 01 - single door true under counter freezer
- 01 - double drawer food warmer
- 06 - 5ft stainless steel prep tables
- 01 - 3 bay food warmer
- 02 - 6 burner stoves with ovens
- 01 - fryer
- 01 - 48" Vulcan griddle
- 01 - 48" Vulcan charbroiler
- 01 - 4ft Vulcan salamander
- 01 - 2 burner Vulcan low boy
- 01 - Lincoln conveyor pizza oven
- 01 - manitowoc ice machine
- 01 - prep sink
- 02 - hand sinks
- 01 - 3 compartment sink
- 01 - high temp dish washer
- 02 - alto sham steamers
- 01 - waring commercial blender
- 03 - 10' exhaust HVAC units
- 02 - walkin coolers
- 01 - walkin freezer

SECURED PROMISSORY NOTE

\$250,000.00

Anchorage, Alaska

October 25, 2019

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay to LA MEXICANA, INC., at PO Box 92480, Anchorage, Alaska 99509-2480 ("**Lender**"), or at such other place as Lender may from time to time designate in writing, the principal sum of TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00), in lawful money of the United States, with interest thereon from the date of this Secured Promissory Note (the "**Note**") until paid at the rate set forth below.

SECTION 1. Interest Rate

1.1 The per annum interest rate hereunder, which shall accrue on the unpaid principal from the date of this Note until the Note is paid in full shall be six percent (6%) (the "**Note Rate**").

SECTION 2. Payments

Payments shall be due under this Note as follows:

2.1 Beginning on February 1, 2020,¹ and on the same day of each and every calendar month thereafter, throughout the term of this Note, Borrower shall pay to Lender a payment of principal and interest in the amount of \$4,000.00.

2.2 On the Maturity Date (as hereinafter defined), all remaining unpaid principal plus accrued but unpaid interest, and any other amounts due under this Note, shall be payable in full by Borrower.

SECTION 3. Maturity

Unless sooner repaid by Borrower, the entire unpaid principal balance of this Note, plus all accrued but unpaid interest, and all other amounts owing hereunder shall be due and payable in full on May 1, 2026 ("**Maturity Date**").

SECTION 4. Application of Payments

Payments shall be applied (a) first, to the payment of accrued interest; (b) second, at the option of Lender, to the payment of any other amounts owing under this Note other than accrued interest and principal, including, but not limited to advances Lender may have made for attorney fees or for taxes, assessments, insurance premiums or other charges on any property given as security for this Note and late charges due hereunder; and (c) third, to the reduction of principal of this Note.

¹ The payment dates assume closing of the transaction in January 2020. If the closing is later, the payment and Maturity Date shall be adjusted accordingly.

SECTION 5. Prepayment

Borrower may prepay this Note at any time.

SECTION 6. Security

(a) This note is secured by a Security Agreement of even date herewith pledging certain personal property, including Alaska Beverage Dispensary License No. 635, as security for repayment of this Note (the "**Security Agreement**"). Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106, the transferor/lessor retains a security interest in the liquor license that is the subject of this conveyance, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors

SECTION 7. Default

Borrower shall be in default if: (a) Borrower fails to make any payment due under this Note and fails to cure same within ten (10) days after written demand from Lender; (b) Borrower shall be in default under the Security Agreement and fails to cure the same within thirty (30) days after written demand from Lender.

SECTION 8. Attorney Fees

In the event of any default under this Note, Lender shall be entitled to collect from Borrower on demand all attorney's fees and expenses incurred in connection with enforcement of this Note.

SECTION 9. Miscellaneous

9.1 Every person or entity at any time liable for the payment of the indebtedness evidenced hereby waives presentment for payment, demand, and notice of nonpayment of this Note. Every such person or entity further hereby consents to any extension of the time of payment hereof or other modification of the terms of payment of this Note, or the release of any party liable for the payment of the indebtedness evidenced hereby at any time and from time to time at the request of anyone now or hereafter liable therefor. Any such extension or release may be made without notice to any of such persons or entities and without discharging their liability.

9.2 The headings to the various sections have been inserted for convenience of reference only and do not define, limit, modify, or expand the express provisions of this Note.

9.3 This Note is made with reference to and is to be construed in accordance with the laws of the State of Alaska. Venue for any lawsuit or other action shall be in the District or Superior Court for the Third Judicial District, State of Alaska, at Anchorage, Alaska. **EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION,**



9.5 This Note shall be binding upon the successors, assigns, heirs, personal representatives and other legal representatives of Borrower. Borrower may not assign this Note or Borrower's obligations hereunder, and any assignment in violation hereof shall be null and void and of no force and effect.

9.6 In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

DATED as of the day and year first above written.

BORROWER: SERRANO'S LLC

By: _____
Name: Josue Picasso
Its: Member

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT is entered into this 25th day of October, 2019 between La Mexicana, Inc., whose address is PO Box 92480, Anchorage, Alaska 99509-2480 ("**Seller**") and Serrano's LLC, whose address is 201 E. Northern Lights Blvd., Suite 201A, Anchorage, AK 99503 ("**Buyer**").

WHEREAS, the Seller is the owner of certain personal property including Beverage Dispensary Liquor License Number 635 (the "**License**"), issued by the State of Alaska Alcoholic Beverage Control Board ("**ABC Board**"); and

WHEREAS, the Buyer leases the premises located at 201 E. Northern Lights Blvd., in the Municipality of Anchorage; and

WHEREAS, the Buyer and Seller shall enter into a Purchase Money Security Agreement, which is intended to create a security interest in the Beverage Dispensary Liquor License as provided in AS 04.11.670, AS 04.11.360(4)(B) and 3 AAC 304.106. Under the terms of AS 04.11.670, AS 04.11.360(4)(B), and 3 AAC 304.106., Seller will be the Secured Party and shall retain a security interest in the Beverage Dispensary Liquor License which is the subject of this transaction and may, as a result, be able to obtain a retransfer of the License without satisfaction of other creditors; and

WHEREAS, the parties wish to reduce their agreements to writing,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the receipt and sufficiency of which is acknowledged by the parties hereto,

IT IS HEREBY AGREED as follows:

1. Purchase and Sale. The Seller shall sell, and the Buyer shall buy, the License on the terms and conditions set forth herein.
2. Purchase Price. The purchase price is \$250,000.00. This total purchase price, shall be payable at Closing as follows:
 - a) Delivery of a Secured Promissory Note in the principal amount of \$250,000.00 substantially in the form attached hereto as Exhibit A. Payment of the note shall be secured by a Security Agreement substantially in the form attached hereto as Exhibit B, granting Seller a security interest in the License and the personal property identified in the exhibit to the Security Agreement which shall include personal property having a value exceeding the principal amount of the Secured Promissory Note.
3. Costs. The fees and costs of this transfer of the License shall be allocated as follows:



- a) The Buyer shall pay the legal fees for the preparation of the transfer application documents and for the costs associated with the transfer application process.

4. Conditions Precedent. The following shall be conditions precedent to any obligation of the parties to close on the purchase and sale of the License:

- a) Approval by the ABC Board of the application for transfer of ownership of the License from the Seller to the Buyer at the existing location in the Municipality of Anchorage; and
- b) Unconditional non-protest by the Municipality of Anchorage of the transfer of ownership of the License; and
- c) The absence of any liens or encumbrances against the License; and
- d) The absence of any judicial or administrative proceedings, filed by either party, affecting the License which delays or prevents the transfer of the ownership or the relocation of the License; and
- e) JRW Ventures and Buyer shall be parties to a lease for the lease of the real property located at 201 E. Northern Lights Blvd., Suites 201A and 201B, Anchorage, AK 99503 for a minimum initial term of five (5) years.

5. Failure of a Condition Precedent. In the event that any condition precedent hereto does not occur through no fault of either party, all parties shall be relieved of all obligations set forth herein, with each party to bear such costs and fees as they may have incurred. In such event, the earnest money deposit, shall be refunded to the Buyer.

- a) Should the transaction fail to close due to the failure of any condition precedent as the result of some act or omission by the Seller, the Seller's liability shall be limited to refunding the earnest money deposit referenced in Section 2 above to the Buyer and paying the fees and costs of the transaction described in Section 3 that have been incurred.
- b) Should the transaction fail to close due to the failure of any condition precedent as the result of some act or omission by the Buyer, then Seller shall be entitled to retain the earnest money deposit and shall be responsible for paying the fees and costs of the transaction described in Section 3 that have been incurred.
- c) These limitations recognize that damages would be difficult to estimate if one party or the other breached this Agreement. These limitations recognize that difficulty and are intended to establish an amount which reasonably protects both parties. These limitations on liability have been negotiated by and

specifically bargained for by the parties. These limitations are material to this transaction. They are intended to limit the risks to both parties should there be an action or omission by either party which results in the License not being transferred.

6. Closing. Closing shall occur in Anchorage, Alaska at a location mutually agreed upon by the parties, on or before five (5) days after the date that the ABC Board formally approves the transfer of ownership of the License, but prior to the actual issuance of the License to the Buyer and subject to the payment provisions set forth in Sections 2 and 3 of this Agreement.

7. Seller's Warranties. The Seller expressly warrants as follows:

- a) The Seller has no actual knowledge of any reason why the License being sold hereunder cannot be transferred to the Buyer. The License is a valid existing license through 2020. All fees associated with the license have been paid. To the best of Seller's knowledge, there are no pending or threatened claims against the Liquor License. Any liens or encumbrances of any nature whatsoever which may now exist or which may arise between now and closing will be removed by the Seller at or before closing at the Seller's sole expense. Seller has complied with all governmental laws, rules, and regulations relating to the License and there are no ABC Board Accusations or Notices of Violations pending and no objections or protests by the Municipality of Anchorage pending against the License.
- b) The Seller shall cooperate in the transfer of the ownership of the License to the Buyer and will not, during the pendency of this transfer, do or permit to occur anything which would prevent or delay the transfer of the License.
- c) The Seller has not employed a broker in connection with the sale of the License to whom any commission is due. Seller will indemnify and hold Buyer harmless against any claim for such a commission.
- d) The Seller is unaware of any pending or unasserted claims against the License by any private party or governmental entity.
- e) To the best of the present knowledge and belief of the Seller, all laws, rules, and regulations of the Anchorage Municipality, the State of Alaska and the Federal government have been complied with in connection with the License. There are no pending civil or administrative actions against the License.
- f) Seller is an Alaska corporation in good standing with full power and authority to enter into and comply with the terms of this Agreement. This Agreement and all documents executed by Seller that are to be delivered to Seller hereunder will be duly authorized, executed, and delivered by Seller, are and as of the

Closing will be legal, valid, and binding obligations of Seller, and do not and as of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which it is subject.

8. Buyer's Warranties. The Buyer expressly represents and warrants as follows:

- a) The Buyer knows of no reason why the License at issue cannot be transferred to the Buyer. Neither the Buyer nor its member has been convicted of a felony, has not had a liquor license suspended or revoked in the State of Alaska or any other jurisdiction, and has not been convicted of a misdemeanor involving alcohol during the past ten (10) years.
- b) The Buyer has not employed an agent or broker has not employed a broker in connection with the sale of the License to whom any commission is due. Buyer will indemnify and hold Seller harmless against any claim for such a commission.
- c) Buyer is an Alaska limited liability company in good standing with full power and authority to enter into and comply with the terms of this Agreement. This Agreement and all documents executed by Buyer that are to be delivered to Buyer hereunder will be duly authorized, executed, and delivered by Buyer, are and as of the Closing will be legal, valid, and binding obligations of Buyer, and do not and as of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

9. Transfer of Liquor License. The parties agree to cooperate in the transfer of ownership of the License by executing any and all forms, applications, affidavits and other documents required for such purposes by the ABC Board and by appearing before the ABC Board, the Municipality of Anchorage or any other governmental entity as may be required to secure approval of the transfer of ownership of the License.

- a) The Seller shall be responsible for the transfer of ownership of the License with the Buyer's cooperation. The Buyer agrees to cooperate with the Seller's attorneys in the preparation of all transfer application forms and documents.
- b) Each party, as applicable, agrees to execute and/or deliver, at minimum, the following documents necessary to obtain ABC Board approval of the transfer of ownership of the License:
 - Liquor license transfer application form (Both parties);
 - Statement of Financial Interest (Buyer);
 - Creditor's Affidavit (Seller);
 - Proof of right, title and interest in the premises at which the license will be operated (Buyer);

- Diagram of the licensed premises (Buyer);
- Affidavit of Posting (Seller);
- Affidavit of Publication (Seller);
- Personal History forms and/or finger print cards (Buyer);
- Corporate and/or Limited Liability Company Resolution(s) authorizing Seller and/or Buyer to execute any documentation required with the liquor license transfer application.
- Promissory Note and Security Agreement
- Notice of Security Interest
- Such additional documentation as may be required by the ABC Board or the Municipality of Anchorage (Buyer and/or Seller).

c) Seller will prepare the License transfer application forms and related documents; will post the transfer application; will handle the newspaper publication; will file the completed application and related documents with the ABC Board and make such presentations to the staff as may be required; will deal with the City Clerk of the Municipality of Anchorage; will appear at the scheduled meeting of the ABC Board, making such presentations as may be required.

10. Time. Time is of the essence of this agreement. The parties shall proceed with the filing of the License transfer application immediately upon the execution of this Agreement, using due diligence and their best efforts to accomplish the transfer of ownership as quickly as possible.

11. Entire Agreement. This Agreement embodies the entire agreement between the parties. There are no other agreements, oral or written, except as are contained herein.

12. Modification. There shall be no modification of this Agreement unless it is in writing signed by the parties.

13. Interpretation. Each party has been represented by counsel or has been advised to obtain its own legal counsel in this transaction. Counsel being available to all parties to this transaction, the rule of construction that a document be construed most strictly against the drafter shall not apply to any judicial construction or interpretation of this document.

14. Governing Law. This document is to be construed according to the laws of the State of Alaska.

15. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and shall be deemed duly given if delivered personally or sent by registered mail (with adequate postage prepaid) to the parties' addresses as set forth above, or such other address as a party may advise the other party of in writing.

16. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

17. Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signatures on following page]

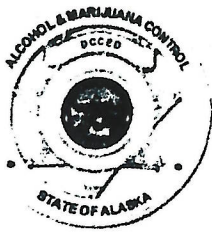
IN WITNESS WHEREOF, the parties have executed this on the date first above written.

SERRANO'S LLC

LA MEXICANA, INC.

By: _____
Name: Josue Picasso
Its: Member

By: _____
Name: Trina Johnson
Its: President



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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

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

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

Section 1 – Transferor Information

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

Licensee:	La Mexicana Inc	License #:	635
License Type:	Beverage Dispensary	Statutory Reference:	AS04.11.090
Doing Business As:	La Mex		
Premises Address:	No Premises		
City:	Anchorage	State:	AK
		ZIP:	99509
Local Governing Body:	Municipality of Anchorage		

Transfer Type:

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

OFFICE USE ONLY			
Complete Date:	11/21	Transaction #:	1162997
Board Meeting Date:	1/21 - 1/22	License Years:	19/20
Issue Date:		BRE:	CDL





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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

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

Licensee:	Serrano's LLC				
Doing Business As:	Serrano's Mexican Grill				
Premises Address:	201 E Northern Lights Blvd				
City:	Anchorage	State:	AK	ZIP:	99503
Community Council:	Midtown				

Mailing Address:	201 E Northern Lights Blvd, Suite A				
City:	Anchorage	State:	AK	ZIP:	99503

Designated Licensee:	Josue Picasso				
Contact Phone:	907-297-9952	Business Phone:	907-744-1555		
Contact Email:	katia@serranosgrill.com				

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

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

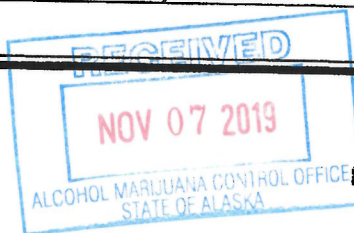
The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

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

0.4 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.

1.3 miles





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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Evguevia Picasso				
Title(s):	Member	Phone:	907-297-9952	% Owned:	40
Address:	201 E Northern Lights Blvd, Suite A				
City:	Anchorage	State:	AK	ZIP:	99503

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

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

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

DOC Entity #:	118849	AK Formed Date:	10/28/2008	Home State:	AK
Registered Agent:	Josue Picasso	Agent's Phone:	907-297-9952		
Agent's Mailing Address:	201 E Northern Lights Blvd				
City:	Anchorage	State:	AK	ZIP:	99503

Residency of Agent:

Yes No

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

☒ ☐



OCT 7 5 2019



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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



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

Josue Picasso 5364 Restaurant/Eating Place Serrano's Mexican Grill
Josue Picasso 5592 Restaurant/Eating Place Serrano's Mexican Grill

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



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

Ekaterina Filina, Accountant 907-351-3147

Trina Johnson, Transferor 907-952-3406

trina.j@mac.com



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Anchorage, AK 99501
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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

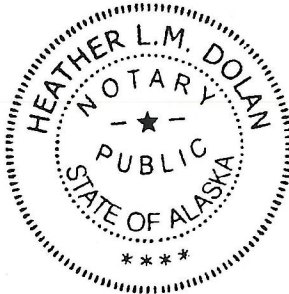
Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

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


Signature of transferor

Irina M. Johnson
Printed name of transferor

Subscribed and sworn to before me this 1 day of November, 2019.




Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: 3-1-23

Signature of transferor

Printed name of transferor

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

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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



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



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



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



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



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

Signature of transferee

Josue Picasso

Printed name

Subscribed and sworn to before me this 7th day of October, 2019.



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 3-7-21



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:	Serrano's LLC	License Number:	635
License Type:	Beverage Dispensary		
Doing Business As:	Serrano's Mexican Grill		
Premises Address:	201 E Northern Lights Blvd, Suite A		
City:	Anchorage	State:	AK
		ZIP:	99503



V.V. E. Nathan Lights Blvd

Craig, Carrie D (CED)

From: katia serranosgrill.com <katia@serranosgrill.com>
Sent: Thursday, November 7, 2019 11:39 AM
To: Alcohol Licensing, CED ABC (CED sponsored)
Subject: Re: #635 dba Serrano's Mexican Grill Transfer Application
Attachments: Certificate of Organization.pdf; Food Service Permit.jpg; Corrected Diagram.pdf; La Mex transfer corrections.pdf; Biennial report 2020.pdf; Biennial report 2020 confirmation.pdf; publishing correction.pdf

Categories: Carrie

Good afternoon, Ms. Craig

Attached are the corrected forms as per your instructions in the incomplete letter.

I would also like to address some of the other questions you had below.

AB-02: Premises Diagram.

I corrected the red outline following the walls that have doors and the outside perimeter of the premises.

Please note that the storage, cooler and freezer will not hold any alcohol, therefore, are not outlined.

As I previously mentioned the red line goes around the drive through and the kitchen area only because there are no walls or doors separating these areas from the area where alcohol will be served. Please note that both the drive through area and the kitchen area are for employee access only and no customers are allowed in those areas.

The liquor we are planning to serve will be in the liquor storage which is behind the bar and to the left of the kitchen on the diagram. The door to the liquor room will be locked so only authorized personnel will have access to it.

Another area with access to the liquor will be behind the bar. Customers cannot easily access that area without the employees noticing.

To address your question regarding the patio, that area is completely enclosed with a fence. There is a door in the fence, but it is locked at all times and there is no access to the patio other than from the inside of the restaurant.

All patrons are required to present identification showing their age at the time when food/liquor is purchased/paid for at the counter/bar. We do not take orders at the table, so anyone purchasing alcohol is asked to prove their age eligibility.

Entity Documents.

Attached please find the Articles of Organization and the Certificate of Organization.

Since our biennial report was due, I submitted it to the State with all new information. Attached is the confirmation of filing and the email confirmation.

Proof of Right

We just finalized the terms of the renewal of our lease, so the new lease should be signed here shortly and I will email it to you as soon as I have it.

My understanding is that we are still missing the following:

1. Signed lease agreement
2. Operating agreement- will email as soon as they have it signed

3. Proof of one-time publishing of the correction. I am attaching the copy of the ad for you here, but we were late to publish it this Thursday, so it will run in the 14th. I will email you that as soon as I receive it.

Please let me know if there is anything else missing or needs to be corrected.
Thank you so much for your help!

From: Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
Sent: Friday, November 1, 2019 4:21 PM
To: katia serranosgrill.com <katia@serranosgrill.com>; trinaj@mac.com <trinaj@mac.com>
Cc: Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
Subject: #635 dba Serrano's Mexican Grill Transfer Application

Good afternoon,

I have received and reviewed the liquor license application(s). At this time, the application(s) is/are considered incomplete. Please review the attached documents for instructions on how to complete the application(s).

Because you have had a change in officials with Serrano's LLC, you are also required to submit a copy of the Notice of Change of Officials with proof of submission to the Division of Corporations, Business and Professional Licensing (CBPL) for licenses #5364 and #5592. A cover letter that describes the changes will need to be included.

Completed documents (with the exception of fingerprint cards or payments) may be scanned and emailed, and questions or concerns may be sent to alcohol.licensing@alaska.gov. Please submit all documents to complete your application(s) within **twenty-eight (28) days** from the date of this email. If, after 28 days, the application(s) is/are still incomplete due to any of the above listed reasons, your application(s) will be returned to you in the manner in which it was received, per 3 AAC 304.105(e). **There will be no extensions granted to the given deadline.**

Thank you for your immediate diligence toward completing your application(s).

Carrie Craig

Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99502
alcohol.licensing@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-03: Restaurant Designation Permit Application

What is this form?

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 entrees prepared onsite 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:	Serrano's LLC				
License Type:	Beverage Dispensary	License Number:	635		
Doing Business As:	Serrano's Mexican Grill				
Premises Address:	201 E Northern Lights Blvd, Suite A				
City:	Anchorage	State:	AK	ZIP:	99503
Contact Name:	Ekaterina Filina	Contact Phone:	907-351-3147		

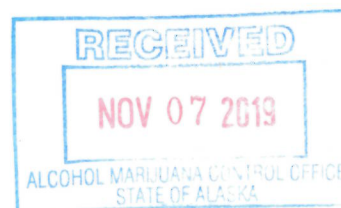
Section 2 – Type of Designation Requested

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 persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	1162997
Initials:	CDC



AMCC
11/7/2019



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-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 only be allowed in the dining area

Minor employees will only be employed as bussers. They only have access to the kitchen and the dining area. They are not allowed in the bar (cash register) 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.

All patrons will be asked for identification, alcohol will be stored behind the bar, an employees will be present at the bar at all times to ensure there is no access to alcohol by unauthorized users

The liquor storage room will be locked at all times and only authorized personnel will have the keys.

Minors will not be allowed in the bar area

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.



WMCY
NOV 25 2019



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-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:

Monday through Saturday 11.00 am - 10.00 pm
Sunday 12.00 pm - 9.00 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:

Patrons order at the counter and the food/drinks are brought out to their table. Fountain drinks are available in the dining area. Alcoholic beverages are dispensed at the counter/bar.



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550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
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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 entrees 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.)

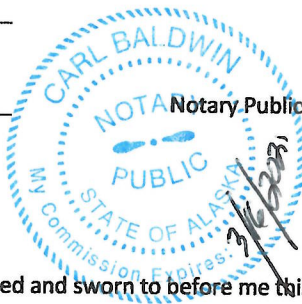


I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Josue Picasso

Printed name of licensee



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 3/16/2021

Subscribed and sworn to before me this 17th day of October, 2019.

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



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-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:

AMCO Director Review:

Approved

Denied

Signature of AMCO Director

Printed name of AMCO Director

☐☐

Date

Limitations:



Serrano's

MEXICAN KITCHEN

New With Two Locations

MIDTOWN	EAST ANCHORAGE
201 E NORTHERN LIGHTS BLVD	2514 E TUDOR RD
ANCHORAGE, AK 99503	ANCHORAGE, AK 99507
907.744.1555	907.561.5611

RESTAURANT HOURS
MONDAY THROUGH SATURDAY 11AM-10PM*
SUNDAY NOON-9:00PM
 LIMITED AREA. PRICES, HOURS AND AVAILABILITY
 SUBJECT TO CHANGE WITHOUT NOTICE.
SERRANOSGRILL.COM

Drinks

HORCHATA **3.49**
 Creamy homemade beverage made with rice milk, cinnamon, sugar and vanilla

HIBISCUS LEMONADE **3.49**
 Refreshing Mexican drink made with freshly squeezed lemons combined with hibiscus flower tea

SOFT DRINKS **2.99**
 Coke, Diet Coke, Dr Pepper, Barq's Root Beer, Fanta Orange and Sprite

MARGARITAS **6.99**

MICHELADA **10.00**
 Mexican red beer. Your choice of Modelo or Pacifico mixed with lime juice, Clamato juice, assorted sauces, spices and peppers. Served in a chilled, salt-rimmed glass

WINE BY THE GLASS **6.49**
 Pinot Noir
 Cabernet Sauvignon
 Merlot
 Chardonnay

BOTTLE BEER **5.25**
 Corona
 Victoria

Our Signature Beers

SERRANO'S MACHO ALE **6.00 19.00**
 with made with lime zest

SERRANO'S SANTANERA **6.00 19.00**
 made with lime zest and tamarind

Draft Beer

	PINT	PITCHER
MODELO ESPECIAL	3.00	16.00
NEGRA MODELO	3.00	16.00
PACIFICO	3.00	16.00
RASPBERRY WHEAT	6.50	20.00
FAIRWEATHER IPA	3.75	19.00
PLEASURE TOWN	4.00	19.00
PANTY PEELER	4.00	19.00
TWISTER CREEK IPA	3.75	19.00
HONEYMOON HEFE	6.50	19.00
APPLE ALE	6.50	20.00
DOUBLE SHOVEL		
APPLE HARD CIDER	6.50	19.00

Desserts **ANY DESSERT FOR 5.99**

FLAN
 Homemade rich custard topped with caramel, whipped cream and chocolate sauce

CHEESECAKE CHIMICHANGA
 Warm banana cheesecake filling wrapped in a flour tortilla shell, fried and dusted with cinnamon sugar, topped with whipped cream and chocolate sauce

CHURROS
 Sticks of tender dough with a delicious crispy outer shell and a cake-like center. Topped with whipped cream and chocolate sauce



Appetizers

NACHOS 11.99
Homemade crispy corn tortilla chips with your choice of cheese sauce or mozzarella, refritos, pico de gallo, and guacamole with your choice of chicken, beef, carnitas, chorizo, or fajita veggies.

GRILLED QUESADILLA 10.99
Two 8-inch flour tortillas filled with a blend of cheeses, and your choice of chicken, beef, carnitas, chorizo, or fajita veggies. Served with a side of fresh guacamole.
Add cheese 2.99

CEVICHE 14.99
Tiger prawns cured in citrus juices with onions, cucumber, jalapeños, serranos, onion, cilantro, and lime juice. Served with corn tortilla chips.

SOUTHWESTERN EGGROLLS 12.99
Crisped to perfection and stuffed with charbroiled al pastor chicken, refritos, and jack cheese. Served with avocado salsa.

GUACAMOLE & CHIPS 8.99
Mashed fresh avocados mixed with freshly chopped jalapeños, onion, cilantro and lime juice. Served with tortilla chips.
Add queso 3.00

CILANTRO-PARMESAN FRIES 4.49
Add queso 3.00

ASADA FRIES 12.99
Cilantro Parmesan fries with your choice of cheese sauce or mozzarella, refritos, pico de gallo, guacamole, and your choice of chicken, steak, pork or chorizo.

CHIPS & SALSA 3.75
Fresh homemade corn tortilla chips

QUESO 7.99
Cheddar cheese, jalapeño and tomato sauce served with homemade corn tortilla chip

CHORIQUESO 8.99
Hot melted mozzarella cheese and spicy chorizo served with our handmade corn tortillas

Soups & Salads

TORTILLA SOUP 7.99
Mildly spicy tomato-based soup with chicken broth, avocado, panela cheese, fried corn tortilla noodles and cilantro.
Add chicken for 2.99

CALDO DE RES 14.99
Hearty and satisfying beef soup with cabbage, carrot, potatoes, zucchini, corn with rice, molcajete salsa and corn tortillas on the side.

SHRIMP TOSTADA 6.75
Sinaloa style tostada served with shrimp al ajillo, cucumber, garlic aioli, cabbage and creamy avocado salsa.

TACO SALAD 11.99
Crispy flour tortilla bowl filled with refried beans, rice, shredded lettuce, blend of cheese, pico de gallo, guacamole and your choice of carne asada, chicken, ground beef, barbacoa, carnitas, chorizo or fajita veggies.

AVOCADO & TOMATO SALAD 11.99
Crisp romaine lettuce, Roma tomatoes, sliced avocado, grilled corn, fried tortilla noodles, and your choice of grilled chicken, carne asada, carnitas, chorizo, or fajita veggies. Served with avocado sauce.

BAJA SHRIMP SALAD 14.99
Grilled shrimp in Cajun spices, avocado, crispy bacon and tomatoes, atop a bed of romaine lettuce. Served with avocado ranch dressing.

DON CAESAR SALAD 11.99
Romaine, Parmesan cheese, and classic Caesar dressing with your choice of carne asada or grilled chicken.
Add shrimp for 4.00

Tacos

EACH FOR 3.95

Your choice of chicken, carnitas, ground or shredded beef, chorizo, lengua (+.30), carne asada (+.30), or chipotle shrimp (+.70)
Add beans and rice for 3.49

STREET TACOS

Soft corn tortillas garnished with onions, cilantro, lime wedge and your choice of salsa

Entrees

All served with rice and beans

MUCHO MACHO DINNER 13.99
Your choice of meat. Garnished with chopped onions and cilantro and a lime wedge. Served with corn or flour tortillas. Choose from barbacoa, grilled chicken, or carnitas.
Add carne asada or lengua for 21.00

ENCHILADAS TRADICIONAL 11.99
Two corn tortillas filled with your choice of ground beef, barbacoa, chicken or cheese, topped with traditional red sauce and melted jack cheese.

SOUTHWEST TACOS

Choice of flour or crispy corn tortillas, garnished with cheese, Romaine lettuce and your choice of salsa

ENCHILADAS SUIZAS 11.99

Two enchiladas filled with shredded chicken and cheese. Smothered with tomato cream sauce and melted jack cheese.

GRILLED QUESADILLA DINNER 13.99

Two flour tortillas filled with a blend of cheeses and your choice of chicken, steak, pork or chorizo. Served with a side of fresh guacamole.

RICE BOWL 12.99

Perfectly cooked rice with whole beans and our signature molcajete sauce, garnished with cotija cheese and your choice of chicken, steak or pork.

Burritos

All served with rice and beans

SERRANO'S BURRITO 11.99
Flour tortilla, beans, rice, choice of meat, cheese, onions, cilantro and salsa. Topped with guacamole. Your choice of grilled chicken, steak, shredded beef, pork, beef tongue or chorizo.

O.C. CLASSIC 12.99
Serrano's burrito with your choice of meat, garlic cilantro fries, guacamole, queso and pico de gallo.

FAJITA BURRITO 13.99
A colorful mix of sauteed peppers and onions wrapped in a flour tortilla and your choice of meat. Topped with guacamole. Your choice of grilled chicken, steak, pork, beef tongue, chorizo or shredded beef.

CHIPOTLE SHRIMP BURRITO 13.99

Flour tortilla, beans, rice, shrimp in a creamy chipotle sauce, cabbage and cheese. Topped with guacamole.

SOUTHWEST CHIMICHANGA 13.49

Burrito deep-fried to perfection, filled with a blend of cheeses and your choice of chicken or steak. Topped with our molcajete sauce.

MONSTER

BEAN & CHEESE BURRITO 8.99

Flour tortilla with our signature refritos and blend of cheese.

Smother with queso \$2.99

Sandwiches

All served with cilantro Parmesan fries.

TORTA 12.99

Mexican sandwich served hot on bolillo bread. Your choice of meat garnished with guacamole, tomatoes, mayo and queso fresco. Your choice of grilled chicken, steak, pork, beef tongue, chorizo or shredded beef.

TORTA AHOGADA 11.99

Bolillo type bread sandwich with carnitas, refritos and onions drenched in our Chile de arbol salsa. Make it as hot as you can.

SERRANO'S BURGER 14.49

A half lb Angus beef burger with cheddar cheese, ham, bacon and Polish sausage garnished with lettuce and tomatoes.

SERRANO'S

CUBAN SANDWICH 13.99

Grill pressed bolillo bread with pulled pork, prosciutto, sliced Polish sausage, cheddar and pepper jack cheeses, creamy avocado sauce, lettuce and tomatoes.

Salsas

- SERRANO'S 911
- MILD
- MOLCAJETE
- CHIPOTLE
- HOT
- CHILE DE ARBOL
- VERDE
- AVOCADO
- CHIPOTLE AIOLI

* Consuming raw or undercooked meat, poultry, seafood, shellfish or egg may increase your risk of food-borne illness.

RECEIVED

NOV 07 2019

ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

THIS PERMIT MUST BE CONSPICUOUSLY POSTED IN A PUBLIC PLACE IN THE ESTABLISHMENT

Municipality of Anchorage
DEPARTMENT OF HEALTH & HUMAN SERVICES

PERMIT

FACILITY NAME
OWNER'S NAME:
LOCATION:

SERRANO'S MEXICAN GRILL
SERRANO'S LLC
201 E NORTHERN LIGHTS BLVD

PERMIT NO.
FA0009909

ISSUED BY THE DEPARTMENT OF HEALTH & HUMAN SERVICES AND SUBJECT TO THE ANCHORAGE MUNICIPAL CODE OF
ORDINANCES TITLES 15 AND 16. UNLESS THE OWNERSHIP CHANGES, THIS PERMIT IS VALID FROM 1/1/2019 TO 12/31/2019

SERRANO'S MEXICAN GRILL
201 E NORTHERN LIGHTS BLVD
ANCHORAGE, AK 99503

THIS CERTIFICATE AND PERMIT IS NOT TRANSFERABLE
AND IS THE PROPERTY OF THE MUNICIPALITY OF ANCHORAGE

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