



MEMORANDUM

TO: Alcoholic Beverage Control Board

DATE: June 14, 2022

FROM: Carrie Craig, RLS

RE: 3363 Las Margaritas Restaurant

Requested Action: Transfer of ownership with security interest

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

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

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

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

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

requirements:

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

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

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

Background: A completed transfer application has been received for this beverage dispensary liquor license #3363 within the Municipality of Anchorage. Staff has reviewed and determined that both the transfer application and Security Interest notices and documents have been completed to meet the requirements laid out in 3 AAC 304.106(a); signed recorded copies of all Security Interest documents will be required before the transfer is effectuated.

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

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Gloria Christina Eneix 907-529-4393
B. E-MAIL CONTACT AT FILER (optional) christina@greencarthalaska.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Las Marg LLC 5440 B Street Anchorage Alaska 99518

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 Blue Agave Inc				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 541 West Dimond Blvd		CITY Anchorage	STATE Ak	POSTAL CODE 99518
			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 Las Marg LLC				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 5440 B Street		CITY Anchorage	STATE Ak	POSTAL CODE 99518
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
1.1 Under the terms of AS 04.11.670, AS 04.11360(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.
1.2 The Furniture, Fixtures, Equipment, artwork, Accounting System, Registers, Menus, Recipes, Client and suppliers List as Shown in Exhibit A Security Agreement Itemized.

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:				

AMCO Received 6/13/2022

Instructions for UCC Financing Statement (Form UCC1)

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

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

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

ITEM INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Security Agreement Itemization
Furniture, Fixtures & Equipment**

QTY	Description	QTY	Description	QTY	Description
1	True Freezer 3 Door	1	SiS Table 30 x 6' with under shelf	1	SiS 2 Comp.Prep Sink 24x20,30x72 with drain
1	Double SiS Shelf up 12X72	1	SiS Shelf 10 x60	1	SiS Shelf 10.5 x 72
1	SiS Table 30x24 with shelf	1	Hobart mixer 20 QT	1	Rankin Delux 21 x 18x 25
1	American 2X18x10	1	Deep Fryer Pitco	1	sis rack 4 shelves 38x18
1	VWire Rack 5 Shelf 36x24	1	Bakers Pride Oven 40x39x32	1	Range 4 Burner Broiler
1	Dean Fryer	1	Range 6 Burner 1 24	1	sis table 18 x 24
1	Salamander	1	OW Duty table with Sink	1	3 compartment sink
1	Hobart Dishwasher	1	sis side table 32 x 44	1	sis Shelf 32X10.5
1	Shelf 8 x 12 Duty Side ON	1	sis Shelf 32"D x 36H	1	REF Prep Table 3 DR
1	SiS Pass True Shelf 24x92	1	Ice cream freezer 32X20	1	sis cart by OW
1	s/s table by waitress station	1	sis Shelf 5 x 12	1	Coffee maker
1	s/s Shelf 48"x12"x7'	1	Chip Room Shelves ALL	1	Soda machine
1	Comp Sink	2	Monitowac Ice Machine	1	Krom Shelf 60 x 18

2	Microwave	1	All Storage Room Items Shelves	1	Dewalt compressor
1	Thane Freezer 3 DR	1	sis Cab 3 door 60"x24"x52"	1	Cab 3 Door 27.5"x24"x52.5"
1	Shelf 36x18 W 5 shelves	1	2 shelf 48"x30"	1	All Liquor Room Shelves
1	All Dinning Room Tables and chairs	1	All booths	1	Hostess station podium

Additional Items :

Accounting System,
Register,
Software,
Menus,
Recipes,
Client and Supplier
List

**TOTAL evaluation of
: \$400,000**

SECURITY AGREEMENT

DATE: 18 Feb 2022
PARTIES: *Blue Agave LLC, (Debtor),*
Las Marg LLCs (Secured Party)

AGREEMENTS:

SECTION 1. GRANT OF SECURITY INTEREST

The Debtor hereby grants the Secured Party a security interest in the following-described property (collectively the "Collateral"):

- 1.1 Under the terms of AS 04.11.670, AS 04.11360(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.;
- 1.2 The furniture, fixtures, equipment, artwork, accounting system, registers, menus, recipes, client list as provided in Exhibit A to the purchase and sale contract dated 18 Feb 2022; and,
- 1.3 Trade name Las Margaritas.

SECTION 2. OBLIGATIONS SECURED

The obligations secured by this Security Agreement is:

2.1 *Promissory Note.* Payment of the principal and interest due upon the Promissory Notes dated 18 Feb 2022 in the principal amount of Four Hundred Thousand Dollars (\$400,000.00), in which the Debtor is the maker and the Secured Party is the payee (Promissory Note).

SECTION 3. DEFAULT

Time is of the essence of this Security Agreement. Any of the following shall constitute a default under this Security Agreement:

3.1 *Payment Defaults.* The Debtor shall fail to pay when due any installment of principal or interest on any obligation secured by this Security Agreement.

3.2 *Other Defaults.* The Debtor shall fail to observe or perform any covenant, agreement, or provision contained in this Security Agreement to be performed by the Debtor (other than payment of the obligations secured) and such default shall continue for a period of 10 days after notice by the Secured Party to the Debtor of such default.

3.3 *Representations and Warranties.* Any representation or warranty made by the Debtor in this Security Agreement proves to have been untrue in any material respect as of the date when made or furnished.

3.4 *Loss of or Damage to Collateral.* Collateral with a book value of \$25,000 or more, as determined from the Debtor' books, is lost, destroyed, stolen, or substantially damaged, and such loss, destruction, theft, or damage is not covered by insurance.

3.5 *Financial Distress.* The Debtor shall (a) discontinue business; (b) make a general assignment for the benefit of creditors; (c) apply for or consent to the appointment of a receiver, a trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor assets; (d) be adjudicated a bankrupt or insolvent; (e) file a voluntary petition in bankruptcy or file a petition

or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of Debtor, or admit (by answer by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, insolvency, or other proceeding (whether federal or state) relating to relief of Debtor; (f) there shall have been entered any judgment, decree, or order entered by a court of competent jurisdiction that approves a petition seeking reorganization of the Debtor, appoints a receiver, trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor assets, or takes any other action that in the reasonable opinion of the Secured Party would jeopardize the security interest created by this Security Agreement; or (g) the Debtor takes or omits to take any action for the purpose or with the result of effecting or permitting any of the foregoing.

3.6 *Foreclosure Suit.* Commencement of a foreclosure action or proceeding by any third party against the Collateral if the Secured Party reasonably determines that such action or proceeding would jeopardize the security interest created by this Security Agreement.

SECTION 4. RIGHTS OF SECURED PARTY

4.1 *Assignment.* The Secured Party shall have the right to assign this Security Agreement and the interest of the Secured Party under this Security Agreement, or to grant a security interest in the same, upon terms that do not impair the rights of the Debtor under this Security Agreement.

4.2 *Acceleration and Remedies.* Upon default by the Debtor, the Secured Party may, at the option of Secured Party, declare the unpaid balances of all indebtedness owed by the Debtor to the Secured Party immediately due and payable, and the Secured Party shall have and may exercise each and all of the remedies granted to the Secured Party by the Uniform Commercial Code, together with any other remedies which may be available to Secured Party under this Security Agreement or by applicable law.

4.3 *Accounts Receivable.* Following default by the Debtor, or any time before default when the Secured Party reasonably deems the Secured Party to be insecure, the Secured Party may notify any account Debtor or obligor of Debtor to make payment to the Secured Party. The Debtor hereby authorizes the Secured Party to endorse any checks, drafts, or other instruments received by the Secured Party as the act and deed of the Debtor. At the request of the Secured Party at any time after the Secured Party is entitled to notify account Debtor, the Debtor shall deliver to the Secured Party all original documents evidencing the sale and delivery of merchandise or services performed which created any of the accounts receivable that are part of the Collateral, including original contracts, orders, invoices, bills of lading, warehouse receipts, and shipping receipts. The Debtor shall also deliver to the Secured Party all security or guarantees held by the Debtor with respect to such accounts receivable.

4.4 *Documents.* Following default by the Debtor, or any time before default when the Secured Party reasonably deems the Secured Party to be insecure, the Secured Party may require the Debtor to deliver to the Secured Party all original documents, drafts, acceptances, notes, securities, instruments, and chattel paper that constitutes part of the Collateral.

4.5 *Payment of Debtor Obligations.* If the Debtor fails to insure the collateral as required under the terms of this Security Agreement, or if the Debtor fails to pay any premium for such insurance, or fails to pay any tax, fee, or assessment imposed upon or with respect to the Collateral, or fails to pay any debt or obligation giving rise to any lien or encumbrance on the Collateral, Secured Party may pay the same, whether before or after default by the Debtor. All such amounts paid by the Secured Party shall constitute an obligation of the Debtor to the Secured Party, shall be payable upon demand, shall bear interest at three percentage points above the announced prime rate of [Name of Bank], and shall be secured by this Security Agreement.

4.6 *Assembling the Collateral.* In exercising its rights following default by the Debtor, the Secured Party may require the Debtor to assemble the Collateral and make the Collateral available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

4.7 *Notice.* Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made. For this purpose, notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable (provided that setting forth of this one commercially reasonable method of disposing of the collateral is not intended to limit its disposition to that method only).

4.8 *Sale of Collateral.* In connection with any sale of the Collateral, the Debtor agrees that it is commercially reasonable to sell the Collateral at public or private sale as one lot or in several lots and at prices that are substantially lower than those for which the Collateral would sell in the ordinary course of retail sales. A public sale in the following fashion shall be conclusively presumed to be reasonable:

4.8.1 *Location.* The sale shall be held in the county of the Debtor principal place of business or the county in which the Collateral, or any part of the Collateral, is located.

4.8.2 *Auction.* The sale shall be by auction, but the sale does not need to be conducted by a professional auctioneer.

4.8.3 *Terms of Sale.* The terms of sale shall require that payment be made at the time of the sale in cash or by cashier's check.

4.8.4 *Sale as Is.* The Collateral shall be sold "as is" and without any preparation for sale.

4.8.5 *Bids by Secured Party.* The Secured Party may bid on all or any portion of the Collateral.

4.9 *Other Disposition.* Secured Party shall be under no obligation to sell the Collateral and is under no obligation to complete a sale of the Collateral if, in the reasonable business judgment of the Secured Party, none of the offers received reasonably approximates the fair value of the Collateral. If the Secured Party elects not to sell the Collateral, the Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of the obligations secured by this Security Agreement, subject to the Debtor rights under such procedures.

4.10 *Receiver.* In addition to the other rights granted under this Security Agreement, the Secured Party shall, in the event of a default by the Debtor, be entitled to the appointment of a receiver for the Collateral as a matter of right whether or not the apparent value of the Collateral exceeds the outstanding principal amount of the obligations secured by this Security Agreement. Any receiver appointed may serve without bond. Employment by Secured Party shall not disqualify a person from serving as receiver.

4.11 *Marshalling.* The Secured Party shall not be required to marshal security and may proceed to foreclose or otherwise realize upon the Collateral and any other security for the obligations secured by this Security Agreement in such order and in such manner as the Secured Party may determine in the Secured Party's sole discretion.

SECTION 5. FINANCING STATEMENTS

The Debtor shall from time to time, upon the request of the Secured Party, execute one or more financing statements pursuant to the Uniform Commercial Code in order to perfect the Secured Party's security interest under this Security Agreement. In addition, the Secured Party may file this Security Agreement as a financing statement.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1 *Binding Effect.* The provisions of this agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral. If more than one person is named in this Security Agreement as the Debtor, each of such persons shall be jointly and severally liable for the obligations of the Debtor under this Security Agreement.

6.2 *Notice.* Any notice or other communication required or permitted to be given under this Security Agreement or the Uniform Commercial Code shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

All notices and other communications shall be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

6.3 *Litigation Expense.* If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Security Agreement, or for the purpose of collecting any obligation secured by this Security Agreement, the Secured Party shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, the Secured Party shall be entitled to recover reasonable attorney's fees and legal expenses incurred by the Secured Party in connection with retaking, holding, preparing for sale, and selling the Collateral.

6.4 *Waiver.* No waiver of any provision of this Security Agreement or any obligation secured by this Security Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.5 *Applicable Law.* This Security Agreement shall be governed by and shall be construed in accordance with the laws of the state of Alaska.

Blue Agave, Inc. an Alaska Corporation

DATE: 6/13/2022

By: _____


PROMISSORY NOTE

Anchorage, Alaska, USA

U.S. \$400,000

Date: _____

Amount:
Interest Rate

FOR THE VALUE RECEIVED, the undersigned, Blue Agave Inc, promises to pay to the order of A & G, LLC, the principal sum of **FOUR HUNDRED THOUSAND US DOLLARS (\$400,000)** and bearing five percent (5%) interest on the outstanding principal balance from April 30, 2022.

Payment
Schedule

The note shall be an interest only note for six (6) months from April 30, 2022 to October 30, 2022, at which time the full balance shall be due in full. The payment shall be made payable to A & G, LLC and delivered to FNB Escrow Account # _____ In addition there will be a Fifty (\$50.00) Dollar late fee for any payment not made by close of business or 5:00pm (whichever is later) by the tenth of each month.

Default

If any of the following events shall occur, the outstanding principal balance of this note together with accrued interest thereon shall, on demand by the holder of this note, be due and payable: any amount owing under this note is not paid when due:

1. A default under any other provision of this note or under any guarantee or other agreement providing security for the payment of this note;
2. A breach of any representation or warranty under this note or under any such guarantee of other agreement;
3. The liquidation, dissolution, death or incompetency of the undersigned or any individual, corporation, partnership or other entity guaranteeing or providing security for the payment of this note;
4. the filing of a petition under any bankruptcy, insolvency or similar law by the undersigned or by any individual, corporation, partnership or other entity guaranteeing or providing security for the payment of this note;
5. The making of any assignment for the benefit of creditors by the undersigned or by any individual, corporation, partnership or other entity guaranteeing or providing security for the payment of this note;
6. The filing of a petition under any bankruptcy, insolvency or similar law against the undersigned or against any individual, corporation, partnership or other entity guaranteeing or providing security for the payment of this note and such petition not being dismissed within a period of thirty (30) days for the filing;

Initials

7. Failure to maintain agreements with utility companies to maintain uninterrupted service to pay utilities when due;
8. Failure to maintain property insurance for the replacement value of the home in the event of fire and other hazards;

Default Interest The outstanding balance of any amount owing under this note which is not paid when due shall bear no interest.

Tax Gross Up All payments under this note shall be made without defense, set-off or counterclaim, free and clear of and without deduction for any taxes of any nature now or hereafter imposed. Should any such payment be subject to any tax, the undersigned shall pay the holder of this note such additional amounts as may be necessary to enable the holder to receive a net amount equal to the full amount payable hereunder. As used in this paragraph, the term "tax" means any tax, levy, impost, duty, charge, fee, deduction, withholding, turnover tax, stamp tax, and any restriction or condition resulting in a charge imposed in any jurisdiction upon the payment or receipt of any amount under this note other than taxes on the overall net income of the holder under the laws of Alaska.

Expenses The undersigned agrees to pay on demand (i) all expenses (including, without limitation, legal fees and disbursements) incurred in connection with the negotiation and preparation of this note and any documents in connection with this note, FNB Escrow Fees and (ii) all expenses of collecting and enforcing this note and any guarantee or collateral securing this note, including, without limitation, expenses and fees of legal counsel, court costs and the cost of appellate proceedings.

Governing Law; Agent for Service of Process This note and the obligations of the undersigned shall be governed by and construed in accordance with the law of the State of Alaska, U.S.A. For purposes of any proceeding involving this note or any of the obligations of the undersigned, the undersigned hereby submits to the non-exclusive jurisdiction of the courts of the State of Alaska and of the United States having jurisdiction in the Municipality of Anchorage State of Alaska, and agrees not to raise and waives any objection to or defense based upon the venue of any such court and any objection or defense based upon *forum non conveniens*. The undersigned agrees not to bring any action or other proceeding with respect to this note or in respect to any of its obligations in any other court unless such courts of the State of Alaska and of the United States determine that they do not have jurisdiction in the matter.

Waiver of Presentment, Etc. The undersigned waives presentment for payment, demand, protest and notice of protest and of non-payment.

MILESTONE AGEEMENT

This Agreement is to allow for an Escrow account to be created in the amount of \$600,000.00 for the deposit on the Purchase Agreement for Las Margaritas.

Blue Agave INC, Buyer and Las Marg LLC, seller.

Closing is scheduled for April 30, 2022.

Should closing not occur on April 30, 2022 please refer to the Purchase Agreement for the option of extension or escrow penalty clause of 10% of balance penalty Payable to Las Marg LLC.

These funds, once received, will be held in non-interest bearing bank controlled account and neither will not will have direct access to the account. FNBA, as the Escrow Agent, will utilize this account to disburse only according to instructions in this agreement.

Instructions for disbursement will be provided in writing with 5 business days' notice. (Blue Agave and Las Marg LLC 50& 50%) is responsible for all FNBA fees related to their account and both parties acknowledge the FDIC insurance limits apply. Currently up to \$250,000.00 per depositor.

Seller Mailing Address: 9131 Emerald Drive, Anchorage AK 99502

Buyer Mailing Address: 2507 West 30th Ave, Anchorage AK 99517

Seller Signatures:

D. Christen Enay Date: 2/18/22

Gloria Lopez Date: 2-18-22

Andrew R. Enay Date: 2-18-22

[Signature] Date: 2/18/22

Buyer Signatures:

[Signature] Date: _____

[Signature] Date: 2/18/22

_____ Date: _____

[Signature] Date: 2-18-22

RECEIVED
FEB 22 2022
Diamond Julie
FNBA NATIONAL BANK ALASKA



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:	LAS MARG. LLC.		License #:	3363	
License Type:	BEVERAGE DISPENSARY		Statutory Reference:	AS04.11.090	
Doing Business As:	LAS MARGARITAS				
Premises Address:	541 W. DIMOND BLDV				
City:	ANCHORAGE	State:	ALASKA	ZIP:	99515
Local Governing Body:	MUNI. OF ANCHORAGE				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer



OFFICE USE ONLY			
Complete Date:	6/14/22	Transaction #:	100354296
Board Meeting Date:	6/28/22	License Years:	21.22
Issue Date:		BRE:	KRS



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:	BLUE AGAVE INC.			
Doing Business As:	LAS MARGARITAS RESTAURANT.			
Premises Address:	541 W. DIMOND BLVD			
City:	ANCHORAGE	State:	ALASKA	ZIP: 99515
Community Council:	TAKU-CAMPBELL			

Mailing Address:	2507 WEST 30TH AVE			
City:	ANCHORAGE	State:	ALASKA	ZIP: 99517

Designated Licensee:	GODFREY M. GROZCO		
Contact Phone:	907-632-4289	Business Phone:	907-632-4289
Contact Email:	AKBLUEAGAVE @ G.MAIL.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.

2376 FEET.

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.

1320. FEET



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	GODFREY M. OROZZO				
Title(s):	PRESIDENT	Phone:	907-632-4289	% Owned:	75
Address:	2507 W. 30 TH AVE				
City:	ANCHORAGE	State:	ALASKA	ZIP:	99517



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	PEDRO TAFOYA				
Title(s):	SECRETARY / VICE PRESIDENT	Phone:	907-538-1036	% Owned:	25
Address:	720 WEST 86TH AVE.				
City:	ANCHORAGE	State:	ALASKA	ZIP:	99515

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 #:	10185573	AK Formed Date:	1/31/2022	Home State:	ALASKA
Registered Agent:	GODFREY M OROZCO	Agent's Phone:	907-632-4289		
Agent's Mailing Address:	2507 WEST 30TH AVE.				
City:	ANCHORAGE	State:	ALASKA	ZIP:	99517

Residency of Agent: Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

GODFREY M. OROZCO AND ANA L. VIEYRA HUERTADO. TRISTAN INC.
 DBA EL RODEO MEXICAN RESTAURANT. LIC # 4367 BEVERAGE
 DISPENSARY LICENSE.

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:



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.

Arturo R. Esparza
Signature of transferor

ARTURO R. ESPARZA
Printed name of transferor

Subscribed and sworn to before me this 23 day of February, 2022.

Notary Public
MISTY DAWN CRIM
State of Alaska
My Commission Expires April 1, 2022

Misty Dawn Crim
Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: April 1, 2022

Gloria N. Esparza
Signature of transferor

GLORIA N. ESPARZA
Printed name of transferor

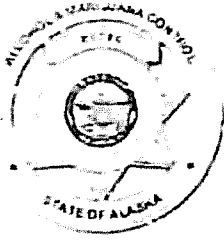
Subscribed and sworn to before me this 23 day of February, 2022.

Notary Public
MISTY DAWN CRIM
State of Alaska
My Commission Expires April 1, 2022

Misty Dawn Crim
Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: April 1, 2022



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.

D. Christina Eneix
Signature of transferor

Gloria Christina Eneix
Printed name of transferor

Subscribed and sworn to before me this 23 day of February, 2022.

Notary Public
MISTY DAWN CRIM
State of Alaska
My Commission Expires April 1, 2022

Misty Dawn Crim
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: April 1, 2022

[Signature]
Signature of transferor

MARCO A ESPARZA
Printed name of transferor

Subscribed and sworn to before me this 25 day of February, 2022.

Notary Public
MISTY DAWN CRIM
State of Alaska
My Commission Expires April 1, 2022

Misty Dawn Crim
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: April 1, 2022



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.

GC

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

GC

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.

GC

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.

GC

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

GC

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.

[Handwritten Signature]

Signature of transferee

Gregory W. Crozce

Printed name

Subscribed and sworn to before me this 23 day of February, 2022.

Notary Public
MISTY DAWN GRIM
State of Alaska
My Commission Expires April 1, 2022

[Handwritten Signature]

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: April 1, 2022



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.

PT

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

PT

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.

PT

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.

PT

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

PT

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.

Pedro Tafuya Ramos
Signature of transferee

Pedro Tafuya Ramos
Printed name

Subscribed and sworn to before me this 23 day of February, 2022.

Notary Public
MISTY DAWN CRIM
State of Alaska
My Commission Expires April 1, 2022

Misty Dawn Crim
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: April 1, 2022



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:	BLUE AGAVE INC.	License Number:	3363
License Type:	BEVERAGE DISPENSARY		
Doing Business As:	LAS MARGARITAS RESTAURANT.		
Premises Address:	541 WEST. JIMOND BLVD.		
City:	ANCHORAGE	State:	AK ZIP: 99515



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.

SEE ATTACHED. DIAGRAM

401911

NORTH

110741

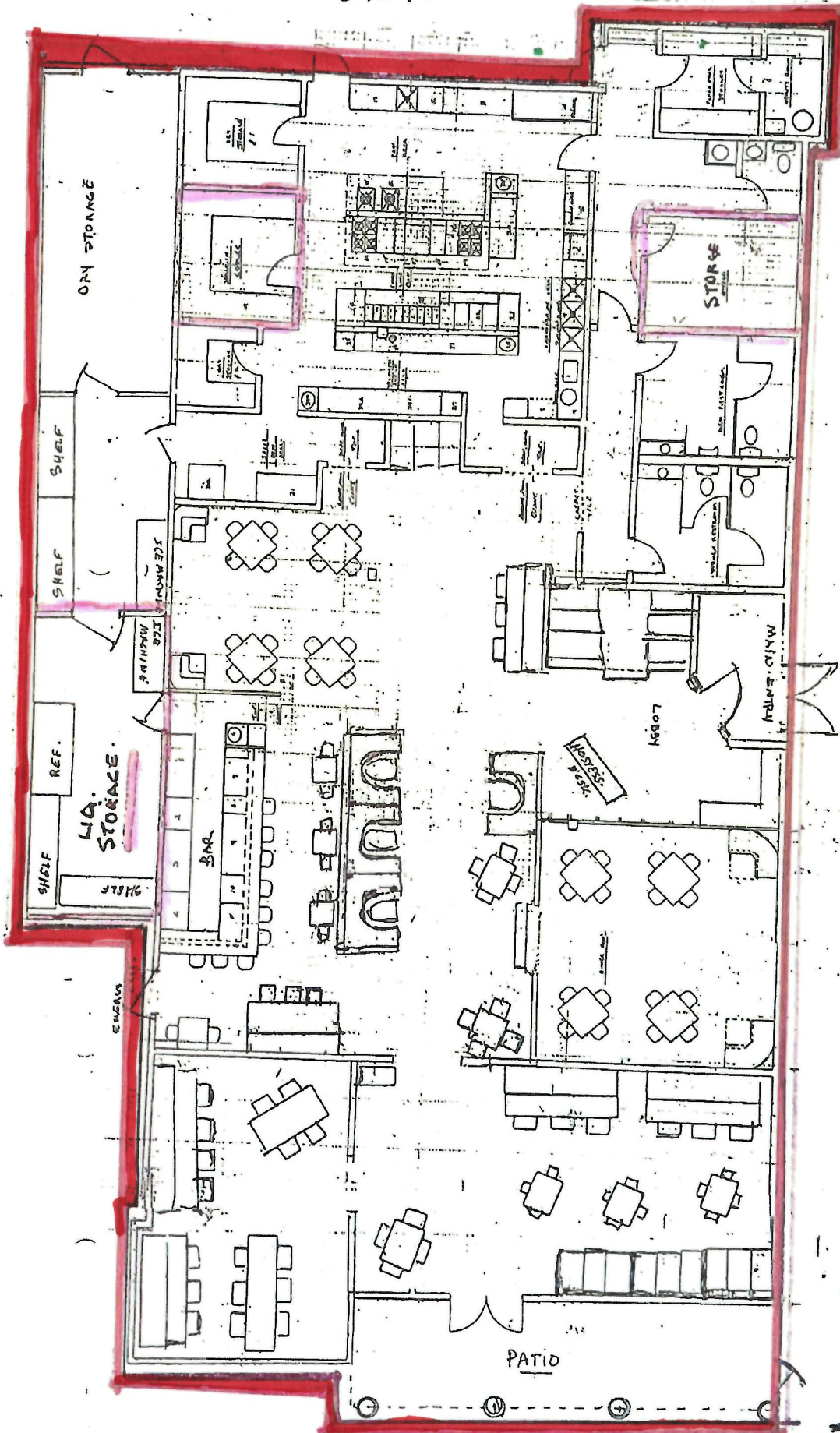
542911

106.4'

WEST

101.96'

EAST

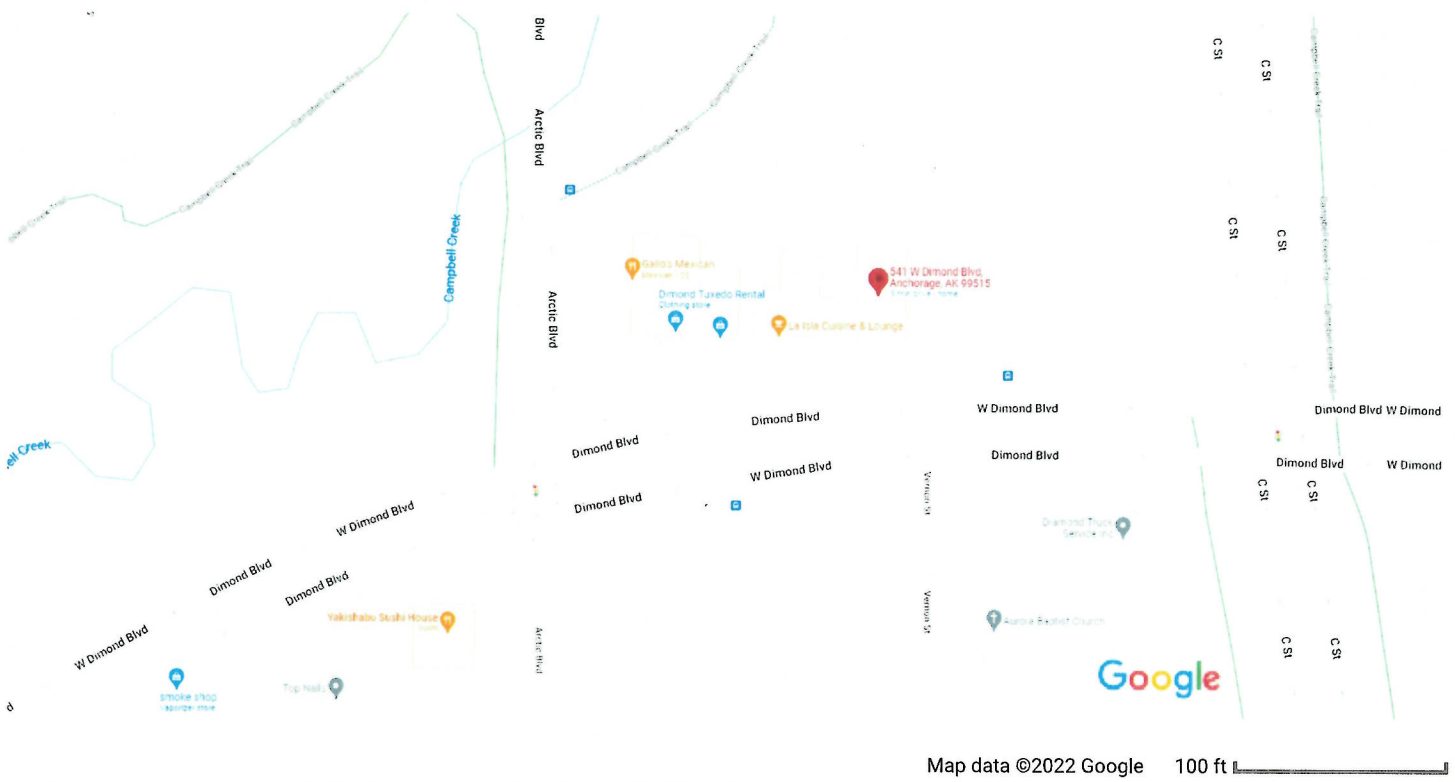


541 W. DIAMOND BLVD.

AMCO Received 3/11/22






SOUTH

Google Maps 541 W Dimond Blvd



541 W Dimond Blvd

Building

- 
Directions
- 
Save
- 
Nearby
- 
Send to phone
- 
Share

 541 W Dimond Blvd, Anchorage, AK 99515

Photos

LAS MARGARITAS MEXICAN RESTAURANT.
Outdoor/Indoor Serving Security Plan

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. A Metal fence, five feet high is around the outdoor servicing area.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service area will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside **LAS MARGARITAS** and at the entrances of the outdoor seating area.
8. All entrances and exits will provide clear notice that **NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.**
9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol **WILL** continue to be a part of our training for our staff.
10. All safety related operations for our current liquor service will additionally be enforced in the new service area.
11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
14. Servers will be present in the outdoor area to monitor consumption.



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:	BLUE AGAVE INC.				
License Type:	BEVERAGE DISPENSARY	License Number:	3363		
Doing Business As:	LAS MARGARITAS RESTAURANT				
Premises Address:	541 WEST. DIMOND BLDG				
City:	ANCHORAGE	State:	AK	ZIP:	99515
Contact Name:	GODFREY M. OROZCO	Contact Phone:	(907) 632-4289		

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.

G.O. 5/18/2022

OFFICE USE ONLY	
Transaction #:	100354296
Initials:	



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

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

G.O 5/18/22

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 areas. No Minors will be allowed to be seated at the bar. Minors employed will only be allowed areas outside of the Bar or liqueur storage areas and under supervisor by an adult at all times. They will not be allowed to handle liquor or be in the bar 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 EMPLOYEES SERVING ALCOHOLIC BEVERAGES WILL BE REQUIRED TO HAVE TAP (OR EQUIVALENT) CERTIFICATION IN ADDITION TO TRAINING ON WHICH AREAS ARE OFF LIMITS TO MINOR EMPLOYEES AND GUESTS.

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.

GO

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

PT



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:

hours = 4⁰⁰ PM To 10⁰⁰ PM
Tuesday thru Saturday open

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:

[Empty box for describing entertainment]

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:

[Empty box for describing other food and beverage service]



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.

GU

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.

GU

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.

GU

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.)

GU

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

[Handwritten Signature]
 Signature of licensee

[Handwritten Signature]
 Signature of Notary Public

[Handwritten Name]
 Printed name of licensee

Notary Public in and for the State of Alaska

Notary Public
 MISTY DAWN CRIM
 State of Alaska
 My Commission Expires April 1, 2022

My commission expires: April 1, 2022

Subscribed and sworn to before me this 22 day of February, 2022.

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



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:

Burritos Especiales

Ranchero Ground beef and beans with ranchero sauce	<i>a la carte</i>	<i>dinner</i>
.....	9.95	13.95
Chile Verde Pork tenders with beans and tomatillo sauce	10.95	14.95
Shredded Beef Shredded beef with onions, beans and cheese sauce	10.95	14.95
Chicken Shredded chicken and beans with Spanish sauce	9.95	13.95
Suizo Shredded chicken and beans with surza sauce	9.95	13.95
Bean & Cheese With cheese sauce and onions	8.95	11.95

• Add 2.00 for all meat burritos •

a la Carte

Tostada Crisp corn tortilla with beef, beans, lettuce and house salsa garnished with cheese and sour cream	6.45	Enchiladas (Beef, Chicken or Cheese)
Queen Tostada Flour tortilla shell with beans, beef, lettuce, sour cream and cheddar cheese	9.95	Tacos (Soft or Crisp) (Beef or Chicken)
Hot Sauce One Pint 4.45 Half Pint 2.50		Taquito (Beef or Chicken)
		Chimichangas (Beef or Chicken)
		Chile Rellenos Add 1.00
		Tamales
		Choice of One 3.95
		Choice of Two 7.50
		Choice of Three 10.95

Childrens' Plates

12 or Under

Spaghetti With meat sauce or meatballs	6.95	<i>Served with rice and beans</i>	
Pizza With one ingredient	7.95	Enchiladas (Beef, Chicken or Cheese)	6.95
Chicken Strips With fries	7.50	Tacos (Soft or Crisp) (Beef or Chicken)	6.95
		Burrito (Bean and Cheese)	7.25
		Burrito (Ground Beef and Bean)	7.95

Desserts

Flan	4.95
Ice Cream Spumoni, Mint Chip or Vanilla	4.25
Fried Ice Cream With strawberry or chocolate topping	5.95
Cheesecake Homemade with strawberry topping	4.95
Sopapillas Served with vanilla ice cream	8.95

Beverages

(Non-alcoholic)

Daiquiris (Strawberry, Raspberry, Blackberry or Peach)	4.95
Strawberry/Piña Colada	5.25
Coffee, Tea or Milk	2.50
Soft Drinks (Coke, Sprite, Diet Coke, Dr. Pepper or Root Beer)	2.75
Shirley Temple/Roy Rogers	2.95
Juice (Orange, Apple, Pineapple or Grapefruit)	2.75

Welcome Amigos to

Las Margaritas

A place to relax and enjoy a true experience of Mexican and Italian cuisine. Buen provecho

349-4922

Aperitivos

Nachos Crisp tortilla chips covered with melted cheese and sliced jalapenos	7.95
half order	5.95
beef or chicken	9.95
half order beef or chicken	7.95
Chips n' Dip Crisp tortilla chips covered with melted cheese & fresh guacamole	half 6.45 whole 8.95
Quesadilla Flour tortilla grilled with cheese and onions garnished with lettuce	7.95
beef or chicken	9.95
shrimp	11.95
Tostaditos Crisp tortilla chips covered with beans, lettuce, cheese and jalapenos	9.95
half order	7.95
beef or chicken	10.95
half order	9.95
Spinach Con Queso A blend of melted cheese with tomato, onions and cilantro	7.95

Taquitos

Deep fried corn tortillas filled with shredded beef or chicken garnished with fresh guacamole and sour cream

7.95

Mexican Pizza

Crisp flour tortilla, refried beans, mozzarella cheese, ground beef, mushrooms, black olives and sour cream

7.95

Alaska Steamer Clams

In lemon, butter, garlic, wine and herbs

12.95

Deep Fried Zucchini

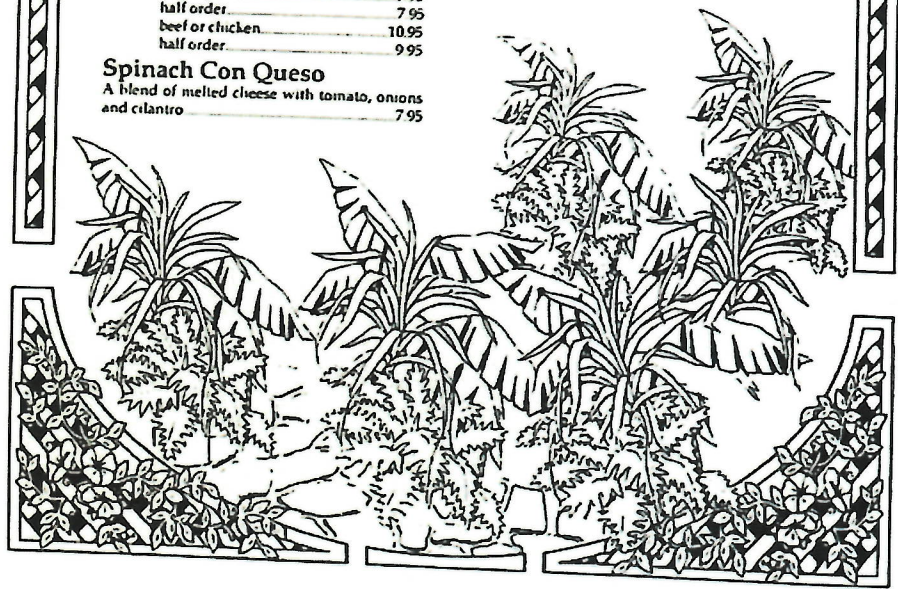
With ranch dressing

7.95

Deep Fried Mozzarella

With marinara sauce

7.95



AMCO Received 3/11/22

Especiales de La Casa

(Specialties of the house)

All dinners are served with rice and beans.

Chicken or Shrimp Chipotle

Chicken breast or shrimp in a creamy chipotle pepper and mushroom sauce. Chicken 16.95 Shrimp 17.95

Camarones Rancheros

Sauteed jumbo shrimp with signature red sauce 16.95

Chile Colorado

Top sirloin cut or chicken breast in red chile sauce 15.95

Steak or Chicken Ranchero

Strips of beef or marinated chicken breast with two kinds of chiles, onions and tomatoes 15.95

Steak or Chicken Picado

Strips of beef or chicken breast, bell peppers, onions and tomatoes 15.95

Carne Asada

Top sirloin tip cut served with cheese enchilada and sour cream 15.95

Chile Verde

Diced pork in green chile sauce 15.95

* Above dinners include choice of flour or corn tortillas *

Taquitos Rancheros

Three taquitos - choice of beef or chicken covered with ranchera salsa 12.95

Enchiladas Suizas

Two chicken enchiladas with green tomatillo sauce and sour cream 13.95

Enchiladas Rancheras

Two cheese enchiladas covered with ranchera sauce and sour cream 13.95

Chile Verde Enchiladas

Two Chile Verde enchiladas covered with chile verde sauce 14.95

Fajitas

Your choice of marinated beef or chicken breast sauteed with bell peppers and onions. Served with guacamole, pico de gallo, sour cream, rice and beans 16.95

Combination Fajitas - Beef and Chicken 17.45

Shrimp Fajitas 17.95

New York Steak

With cheese enchiladas, rice and beans or salad and fries 22.95

Prawns

Choice of salad and fries or rice and beans 14.95

Combination Dinners

Choice of One 10.95 • Choice of Two 13.95 • Choice of Three 15.95

Enchilada

Choice of Cheese, Beef or Chicken

Tacos

(Crisp or Soft)

Tamale

Chile Relleno

Add 1.50

Taquito

Choice of Beef or Chicken

Chimichanga

Choice of Beef or Chicken

Salads

Gloria's Salad

Mixed greens, tomato, cucumber, mushrooms and cheese topped with marinated chicken breast and choice of dressing 11.95

Taco Salad Shredded beef or chicken in a crisp flour tortilla shell with lettuce, sour cream & tomato 9.45

Chicken Fajita Taco Salad As above with marinated chicken breast 11.95

Shrimp Salad Cocktail shrimp with mixed greens and choice of homemade dressing 11.45

Green Salad Choice of homemade dressing (Italian, Blue Cheese, Ranch or 1000 Island) 3.95

One basket of chips and salsa per table is complimentary with dinner.

EXTRA CHIPS AND SALSA ARE SUBJECT TO CHARGE.

EXTRA CHIPS AND SALSA 2.95

Italian Specialties

All Italian dishes are served with a side salad and bread sticks

Scampi Mostaccioli

Sauteed jumbo shrimp in a garlic cream sauce with fresh mushrooms & fettuccine pasta. Topped with mozzarella & baked 19.95

Chicken Marsala

Chicken breast sauteed with mushrooms, onions and marsala wine sauce. Served with a side of veggies 19.95

Seafood Fettuccine

Shrimp and crab with garlic cream sauce 19.95

Manicotti

Pasta filled with three kinds of cheese. Baked in tomato sauce 14.45

Calzone

A turnover with mozzarella and parmesan cheese, mushrooms and Italian sausage wrapped in homemade dough and baked. Served with marinara sauce. 14.45

Chicken Vienna

Sauteed chicken breast in cream sauce with artichoke hearts and mushrooms. Served with a side of veggies. 18.95

Scampi Veracruz

Jumbo shrimp sauteed in a garlic tomato sauce with mushrooms, zucchini and spaghetti 19.95

Lasagne

Layers of pasta with ricotta, mozzarella, parmesan cheese and Italian sausage. 14.45

Veggie Calzone

A turnover with mozzarella and parmesan cheese, mushrooms, green peppers, black olives, and zucchini wrapped in homemade dough and baked. Served with marinara sauce. 14.45

Spaghetti

Meatballs and Marinara 14.45
Meat Sauce and Marinara 14.45
Mushrooms and Marinara 14.45
Ambrosia Marinara Sauce 14.45

Fettuccine

Chicken and Mushrooms 17.45
Alfredo with Cream and Basil Sauce 13.95

Pizza

Mozzarella Cheese

	Individual	Small	Medium	Large
	7.95	12.95	13.95	14.95
Each Additional Item Add	.75	1.00	1.50	2.00

Pepperoni Mushrooms Italian Sausage Canadian Bacon Pineapple
Hamburger Onions Green Peppers Black Olives Tomatoes

Papas Deluxe

	Individual	Small	Medium	Large
Pepperoni, Canadian Bacon, Mushrooms, Italian Sausage, Onions, Green Peppers, Black Olives and Hamburger	12.95	16.95	18.95	21.95

The Combination

Canadian Bacon, Mushrooms, Pepperoni and Black Olives	11.95	15.95	17.95	20.95
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Veggie Special

Mushrooms, Onions, Tomato, Green Peppers and Black Olives	10.95	14.95	16.95	19.95
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AMCO Received 3/11/22

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

DEPARTMENT OF HEALTH & HUMAN SERVICES PERMIT

PERMIT NO.
FA0001277

FACILITY NAME **LAS MARGARITAS**
OWNER'S NAME: **LAS MARG LLC**
LOCATION: **541 W DIMOND BLVD**

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 1/1/2022 TO 12/31/2022

LAS MARGARITAS
9131 EMERALD DR
ANCHORAGE, AK 99502

70-031 Ver 9_02 *

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

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

Municipality of Anchorage

DEPARTMENT OF HEALTH & HUMAN SERVICES PERMIT

PERMIT NO.
FA0001278

FACILITY NAME **LAS MARGARITAS- BAR**
OWNER'S NAME: **LAS MARG LLC**
LOCATION: **541 W DIMOND BLVD**

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 1/1/2022 TO 12/31/2022

LAS MARGARITAS- BAR
9131 EMERALD DR
ANCHORAGE, AK 99502

70-031 Ver 9_02 *

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Municipality of Anchorage
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 ENVIRONMENTAL SERVICES / FOOD SAFETY & SANITATION
 825 L Street, P.O. Box 196650, Anchorage, Alaska 99519-6650
 Telephone: (907) 343-4200 Fax: (907) 343-4786
 www.muni.org



APPLICATION FOR HEALTH PERMIT

- Food Establishment Temporary Food Catering Cottage Food Retail Marijuana
 Pool/Hot Tub Beauty/Barber Shop Pest Control

Facility Name: LAS MARGARITAS REST.		If Change of Owner, Previous Facility Name:	
Owner's Name(s): BLUE AGAVE INC.		Name of Person To Contact: GREGORY W. ORTICO	
Site Address: 541 W. DIAMOND BLVD, ANCH, AK		Phone: (907) 632-4287 Fax: Email: akblueagave@gmail.com	
Mailing Address: 2507 W. 30TH AVE, ANCHORAGE, AK	City:	State:	Zip: 99517
Certified Manager's Name:	Manager Certificate #	Certificate Expiration Date:	Operating Days/Hours: TUE - SAT 4PM - 10PM
			Seating Capacity: 200

IF TEMPORARY FOOD, PROVIDE THE FOLLOWING

Event & Location	Date(s)	Hrs. of Operation	Approved Kitchen/ Commissary	Time of Food Prep At Kitchen

Foods To Be Served

IF PEST CONTROL, PROVIDE THE FOLLOWING

- Pesticide applicant will comply with insurance requirements in AMC 15.75
- Equipment to be used • Pesticides/Chemicals used & method of application • Description of area(s) where application occurs
- Copy of liability insurance policy

I certify that I am familiar with applicable Anchorage Municipal Code of Ordinances and that the above described establishment will be operated and maintained in accordance with said Ordinances.

Applicant's Signature: *[Signature]* Date: 2/24/22

Facility ID:	District # 12	PE: F003	Owner ID:	Change: <input type="checkbox"/> New <input type="checkbox"/> Owner <input type="checkbox"/> Name <input type="checkbox"/> Permit Renewal <input type="checkbox"/> Mailing Address	Invoice #
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Fees: Permit <u>660</u> Change of Owner <u>150</u> Late Fee <u>/</u> Other <u>/</u> Total <u>810</u>	Department Comments:			
	Payment Type: CK	Check #: 104	Cash Register Receipt:	Date Received: 2-24-22
	Approved (MOA):			Date Approved:

MUNICIPALITY OF ANCHORAGE

Anchorage Health Department



JON MAURER

Environmental Health Specialist

825 L Street

Mail: P.O. Box 196650

Anchorage, Alaska 99519-6650

Telephone (907) 343-4063

Fax (907) 249-7833

Email: jon.maurer@anchorageak.gov

www.muni.org/health

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

Municipality of Anchorage
DEPARTMENT OF HEALTH & HUMAN SERVICES

PERMIT

FACILITY NAME BLUE AGAVE INC
OWNER'S NAME: GODFREY M. OROZCO; PEDRO TAFOYA
LOCATION: 541 W DIMOND BLVD

PERMIT NO.
FA0017424

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 1/1/2022 TO 12/31/2022

BLUE AGAVE INC
2507 W 30TH AVE
ANCHORAGE, AK 99517

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AND IS THE PROPERTY OF THE MUNICIPALITY OF ANCHORAGE

70-031 Ver 9.02

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Municipality of Anchorage
DEPARTMENT OF HEALTH & HUMAN SERVICES

PERMIT

FACILITY NAME BLUE AGAVE INC
OWNER'S NAME: GODFREY M. OROZCO, PEDRO TAFOYA
LOCATION: 541 W DIMOND BLVD

PERMIT NO
FA0017425

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 1/1/2022 TO 12/31/2022

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ANCHORAGE, AK 99517

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70-031 Ver 9.02

AMCO Received 5/18/2022