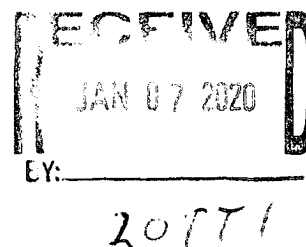


ILLINOIS INDEPENDENT
TAX TRIBUNAL

TOWN TAP WOODSTOCK, LLC,)
)
 Petitioner,)
)
 v.)
)
ILLINOIS DEPARTMENT)
OF REVENUE,)
)
 Respondent.)



PETITION

The Petitioner, Town Tap Woodstock, LLC, hereby petitions the Illinois Independent Tax Tribunal to review, cancel and/or reverse the Transfer of Assets - Assessment and Notice of Intent (“Notice”) issued by the Illinois Department of Revenue (“Department”), for the reasons stated below:

INTRODUCTION

1. The “Notice” was issued by the Department on November 6, 2019 assessing liability against Town Tap Woodstock, LLC in the amount of \$57,469.77 in tax, penalties, and interest for taxable periods ending December 31, 2010 and June 30, 2013 (hereinafter “subject taxes”). A copy of the “Notice” is attached to the Petition as “Exhibit A”.

2. Petitioner is a limited liability company with its principal place of business in Woodstock, Illinois.

3. Petitioner is located at 219 N. Benton Street, Woodstock, Illinois 60098, and its telephone number is (815) 206-0049. The Taxpayer Account number is 471597705.

4. R&B Enterprises, Inc. is a partnership with its principal place of business at 1258 N. Rose Farm Road, #4, Woodstock, IL 60098. The individual partners of R&B Enterprises, Inc. are also members of Petitioner, Town Tap Woodstock, LLC.

FACTS AND BACKGROUND

6. In or around September 2014, R&B Enterprises, Inc. entered into a contract for deed to purchase the real estate located at 219 N. Benton Road, Woodstock, IL (hereinafter, “subject property”) from Christian J. Peetz individually for the price of \$240,000.00. Attached hereto as “Exhibit B” is a copy of the Warranty Deed.

7. The subject property was leased to Woodstock Town Tap, LLC.

8. On September 29, 2014, Town Tap Woodstock LLC, entered into an agreement to purchase certain assets and inventory of Woodstock Town Tap LLC as identified in the Asset Purchase Agreement and Closing Statement attached hereto respectively as “Exhibit C” and “Exhibit D”, for the total purchase price of \$65,000.00.

9. The sale of said assets was made free and clear of all claims, and Town Tap Woodstock, LLC expressly refused and did not assume any liabilities of the Woodstock Town Tap or its principals, and the seller was to indemnify the buyers for any outstanding claims against Woodstock Town Tap LLC.

10. R&B Enterprises, Inc. incorrectly completed and submitted to the Illinois Department of Revenue CBS-1 Notice of Sale, Purchase or Transfer of Business Assets regarding the real estate transaction and identified a purchase price of \$240,000.00. Attached hereto as “Exhibit E” is the Form CBS-1 submitted by R&B Enterprises.

11. Town Tap Woodstock, LLC, under the mistaken belief that the proper CBS-1 Notice of Sale, Purchase or Transfer of Business Assets had been submitted by R&B Enterprises, Inc, failed to file its own CBS-1.

12. In 2015, Christian J. Peetz entered into an installment repayment agreement with the Illinois Department of Revenue for the taxes owed by Woodstock Town Tap, LLC whereby he began making payments of \$100.00 per month.

13. Upon information and belief, the installment payments were subsequently increased to the amount of at least \$150.00 per month.

14. On December 22, 2016, R&B Enterprises, Inc. issued a check in the amount of \$120,060.55 as a good faith payment to the Illinois Department of Revenue (hereinafter, “IDOR”).

15. On June 27, 2019, Dmitri Cornellier, Revenue Tax Specialist II with IDOR confirmed by email with a representative of Town Tap Woodstock, LLC that Christian Peetz continued to make the agreed installment payments.

16. On November 6, 2019, the subject Notice was issued to Town Tap Woodstock seeking to impose liability in the amount of \$57,469.77 for the taxes owed to IDOR by Woodstock Town Tap, LLC and/or Christian Peetz.

ERROR I

17. R&B Enterprises incorrectly prepared and submitted the CBS-1 Notice of Sale, Purchase or Transfer of Business Assets regarding its acquisition of real estate from Christian Peetz, and in doing so, alleged the acquisition of an asset not owned by Woodstock Tap, LLC and a purchase price in excess of what was actually paid for the business assets.

18. Town Tap Woodstock LLC's failure to submit the Notice of Sale, Purchase, or Transfer of Business Assets was inadvertent and was based on the good faith misunderstanding between related entities, Town Tap Woodstock, LLC and R&B Enterprises, Inc. that the notices had been prepared properly and that reporting obligations had been satisfied with the CBS-1 Notice prepared and submitted by R&B Enterprises.

19. Town Tap Woodstock LLC's failure to complete and submit the proper CBS-1 was inadvertent and has benefitted IDOR in that related entity, R&B Enterprises, Inc. has already paid an amount to IDOR in excess of the value of the transferred assets of Woodstock Tap, LLC and for which it should not have been liable.

ERROR II

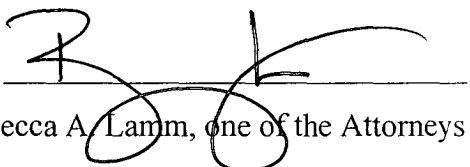
20. Upon information and belief, Christian Peetz has entered into a binding installment agreement with the Illinois Department of Revenue for payment of the subject taxes and remains current on his obligations, and IDOR is prohibited from proceeding with further collection of the subject taxes against Petitioner as a result of that binding agreement.

RELIEF REQUESTED

WHEREFORE, the Petitioner, Town Tap Woodstock, LLC, respectfully requests as follows:

- A. That the Notice issued to Town Tap Woodstock, LLC on November 6, 2019 be cancelled;
- B. That, in the alternative, the permit the Petitioner to file a CBS-1 Notice of Sale, Purchase or Transfer of Business Assets and deem said disclosure timely filed.
- C. That in the alternative, all further collection of the taxes owed by Woodstock Town Tap, Inc. and Christian Peetz for the tax years of December 2010 and June 30, 2013 against Petitioner be suspended pending Christian Peetz's performance of his payment obligations under a binding installment payment agreement with the IDOR.

TOWN TAP WOODSTOCK, LLC

By: 
Rebecca A. Lamm, one of the Attorneys
Representing Petitioner.

FRANKS, GERKIN & McKENNA, P.C.

Rebecca A. Lamm/ARDC #6300284

19333 E. Grant Highway/P.O. Box 5

Marengo, IL 60152

815/923-2107

Email: rlamm@fgmlaw.com

Transfer of Assets - Assessment and Notice of Intent



November 6, 2019



Letter ID: L1075428656

TOWN TAP WOODSTOCK LLC
219 N BENTON ST
WOODSTOCK IL 60098-3203

Taxpayer ID: XX-XXX7705
Asset Transfer ID: 401176



WOODSTOCK TOWN TAP INC
693 PLEASANT ST
WOODSTOCK IL 60098-2240

We have determined you are personally liable for \$57,469.77.

Illinois law (35 ILCS 5/902 and 35 ILCS 120/5j) provides that a purchaser or transferee is personally liable for any debt incurred by the seller or transferor if the sale, purchase, or transfer of assets was made without proper notification to the Illinois Department of Revenue's Bulk Sales Unit.

You purchased or transferred assets from WOODSTOCK TOWN TAP INC. However, you did not make the required notification to us and the WOODSTOCK TOWN TAP INC had outstanding debt with us at the time of this purchase or transfer. You can be held personally liable for this debt.

Pay us \$57,469.77 immediately.

If you do not agree, you may contest this notice by following the instructions listed below.

- If the amount of this tax liability, exclusive of penalty and interest is more than \$15,000, or if no tax liability is assessed but the total penalties and interest is more than \$15,000, file a petition with the Illinois Independent Tax Tribunal within 60 days of this notice. Your petition must be in accordance with the rules of practice and procedure provided by the Tribunal (35 ILCS 1010/1-1, et seq.).
- In all other cases that do not fall within the jurisdiction of the Illinois Independent Tax Tribunal, file a protest with us, the Illinois Department of Revenue, and request an administrative hearing within 60 days of the date of this notice, which is January 05, 2020. Your request must be in writing, clearly indicate that you want to protest, and explain in detail why you do not agree with our actions. If you do not file a protest within the time allowed, you will waive your right to a hearing, and this liability will become final. An administrative hearing is a formal legal proceeding conducted pursuant to the rules adopted by the Department and is presided over by an administrative law judge. A protest of this notice does not preserve your rights under any other notice.
- Instead of filing a petition with the Illinois Independent Tax Tribunal or a protest with us, the Illinois Department of Revenue, you may instead, under Sections 2a and 2a.1 of the State Officers and Employees Money Disposition Act (30 ILCS 230/2a, 203/2a.1), pay the total liability under protest using Form RR-374, Notice of Payment Under Protest (available on our website at tax.illinois.gov), and file a complaint with the circuit court for a review of our determination.

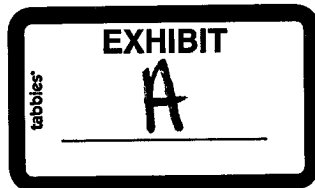
If the debt remains unpaid and becomes final, we intend to take collection enforcement action against you to collect this debt. Collection action can include the seizure and sale of your assets, and levy of your bank accounts.

DMITRI CORNELIER
COLLECTIONS
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19035
SPRINGFIELD IL 62794-9035

217 782-9904 ext. 31613
217 785-2635 fax

IDOR-4-XFER (R-11/13)

For information about
› how to pay
› what you owe
› collection actions



Pay

You must pay using one of the following two methods.

1. Pay by guaranteed remittance (i.e., cashier's check, money order) made payable to the Illinois Department of Revenue. Send your guaranteed payment (i.e., cashier's check, money order) to us with the voucher on the next page or bring your payment to us at the address on the front of this letter.
2. Pay using the "check by phone" method by calling us at 0 - . You will need your check number, account number, and bank routing number, and we will prepare a check to submit to your financial institution. Note: If you pay using "check by phone", we may apply your payment to your liability that day, which will reduce the amount of daily interest that accrues.

Federal Bankruptcy Court

If you are currently under the protection of the Federal Bankruptcy Court, contact us and provide the bankruptcy number and the bankruptcy court. The bankruptcy automatic stay does not change the fact that you are required to file tax returns.

Collection actions

Applicable Illinois laws

Illinois law (35 ILCS 5/902 and 35 ILCS 120/5j) provides that a purchaser or transferee may be liable for any debt incurred by the seller or transferor if the sale, purchase or transfer of assets was done without proper notification to the Illinois Department of Revenue's Bulk Sales Unit.

What other collection actions may we take?

Additional collection action includes, but is not limited to:

- levy of wages and bank accounts.
- withholding of your state payments, tax refunds, lottery winnings, contractual service vouchers, *etc.*
- seizure and sale of your assets.
- referral to a collection agency.
- referral for non-renewal or revocation of your
 - Professional license,
 - Certificate of Registration,
 - Liquor license,
 - Corporate Charter with the Secretary of State, or
 - Lottery license.
- civil judgments.
- filing a tax lien against your property (the filing of a lien may damage your credit rating for up to seven years, even after the lien is released). If we file a lien against your property, you are responsible for paying the lien filing and release fees and charges.

Transfer of Assets - Assessment and Notice of Intent



November 6, 2019



Letter ID: L1075428656

TOWN TAP WOODSTOCK LLC
219 N BENTON ST
WOODSTOCK IL 60098-3203

Taxpayer ID: XX-XXX7705

Asset Transfer ID: 401176



This statement lists our most recent information about your unpaid balance.

Sales/Use Tax & E911 Surcharge

Account ID: 0175-5579

Period	Tax	Penalty	Interest	Other	Payments/Credits	Balance
31-Dec-2010	29,567.00	11,939.00	5,480.86	-	(34,084.99)	12,901.87
30-Jun-2013	26,989.00	10,907.00	6,821.90	-	(150.00)	44,567.90

IDOR-4-XFER (R-11/13)

Retain this portion for your records.

Fold and detach on perforation. Return bottom portion with your payment.

Collection Action

(R-12/08) (136)



Letter ID: L1075428656
TOWN TAP WOODSTOCK LLC

Total amount due: \$57,469.77

Write the amount you are paying below.

Mail this voucher and your payment to:
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19035
SPRINGFIELD IL 62794-9035

\$ _____

Write your Account ID on your check.

TJM
3

1445431M
Warranty Deed
Statutory (Illinois)

* 2 0 1 4 R 0 0 3 7 5 2 3 3 *

PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2014R0037523

11/03/2014 03:05PM PAGES 3
RECORDING FEE 26.00
GIS FEE 15.00
STATE STAMP FEE 240.00
COUNTY STAMP FEE 120.00
RHSPS HOUSING FEE 9.00

Mail to:
MARK BEZIK
1258 ROSE FARM RD - UNIT 4
WOODSTOCK, IL
60098

Grantees address +
Name and Address of Taxpayer:
A & B Ent
1258 N. Rose Farm Unit 4
Woodstock IL 60098

STATE & COUNTY TAX	STATE OF ILLINOIS	# 0000012180	REAL ESTATE TRANSFER TAX
	NOV.-3.14		00360.00
	MC HENRY COUNTY		FP351022

THE GRANTOR, CHRISTIAN J. PEETZ, ^{Jr.} a married man, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY and WARRANT to R & B ENTERPRISES INC., an Illinois Corporation, of the City of Woodstock, County of McHenry, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry in the State of Illinois, to wit:

See attached Legal Description as Exhibit "A"

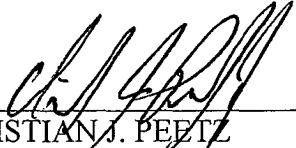
Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

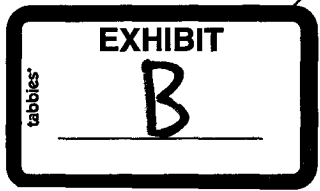
Permanent Index Number: 13-05-376-014 and 13-05-376-015
Address of Real Estate: 217 and 219 N. Benton, Woodstock, IL 60098

SUBJECT TO:

- (1) Public and utility easements which do not underlie the existing improvements and road and highways, if any.
- (2) Covenants, conditions and restrictions of record, provided they are not violated by the existing improvements or the present use thereof and provided further that they do not contain a reverter or right of re-entry, party wall rights and agreements, if any.
- (3) Zoning and building laws, building lines, use and occupancy restrictions, provided they are not violated by existing improvements or the present use thereof.
- (4) Drainage ditches, feeders and laterals, if any.
- (5) General real estate taxes not yet due and payable.
- (6) Special assessments assessed after October 1, 2014.

Dated this 3rd day of October, 2014.

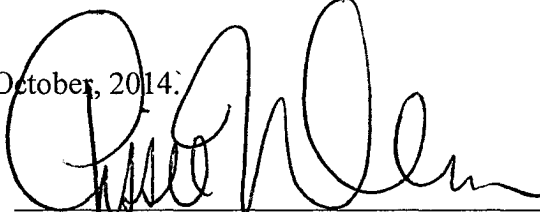

CHRISTIAN J. PEETZ HT \$50-



STATE OF ILLINOIS)
) ss
COUNTY OF MCHENRY)

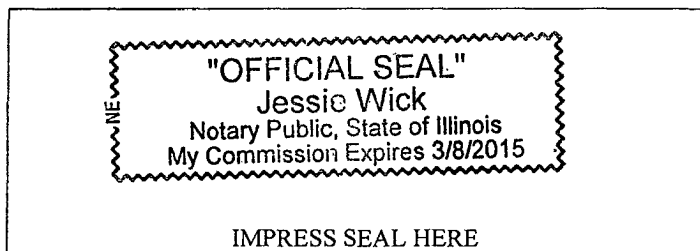
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT CHRISTIAN J. PEETZ, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of October, 2014.



Notary Public

My commission expires on March 8, 2015.



Prepared by:

GUMMERSON RAUSCH WAND LEE WOMBACHER, LLC
101 S. BENTON ST., SUITE 201
Woodstock, IL 60098

MCHENRY COUNTY - ILLINOIS TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF PARAGRAPH E
SECTION 31-45, REAL ESTATE TRANSFER ACT

DATE: _____

Buyer, Seller or Representative

** This conveyance must contain the name and address of the Grantee for tax billing purposes: (Chap. 55 ILCS 5/3-5020) and name and address of the person preparing the instrument: (Chap. 55 ILCS 5/3-5022).

Exhibit A

PARCEL 1:

PART OF LOT'S 7 AND 8 IN BLOCK 2, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF BENTON STREET, AS THE SAME HAS BEEN OPENED THROUGH SAID BLOCK 2, 50 FEET AND 2 INCHES NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8, SAID POINT BEING 18 FEET NORTH OF THE CENTER OF THE BRICK WALL OF THE 3 STORY BRICK BUILDING NOW STANDING ON SAID LOT 8, AND BEING ALSO THE NORTHEAST CORNER OF THE PREMISES CONVEYED BY MARCELLUS L. JOSLYN, TO BENEDICT STUFEL BY DEED DATED JUNE 27, 1899 AND RECORDED IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, IN BOOK 100 OF DEEDS, PAGE 387; AND RUNNING THENCE NORTH ALONG THE SAID WEST LINE OF BENTON STREET, 17 FEET AND 10 INCHES TO A POINT 14 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, 57 FEET; THENCE SOUTH 17 FEET AND 10 INCHES TO A POINT 18 FEET NORTH OF THE CENTER OF SAID BRICK WALL; THENCE EAST 57 FEET TO THE PLACE OF BEGINNING, IN THE ORIGINAL TOWN OF CENTERVILLE, NOW CITY OF WOODSTOCK, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1844 IN BOOK D OF DEEDS, PAGE 201, IN MCHENRY COUNTY, ILLINOIS.

PIN: 13-05-376-014

PARCEL 2:

THE EAST 49.5 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 8 IN BLOCK 2 OF THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF WOODSTOCK, (FORMERLY KNOWN AND RECORDED AS CENTERVILLE), DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF MAIN STREET AND THE WEST LINE OF BLOCK 2, AT A POINT 151.05 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 2, BEING ALONG THE CENTER OF THE WALL OF THE MERWIN BUILDING (FORMERLY THE HOTEL BUILDING), FOR A DISTANCE OF 117 FEET TO AN INTERSECTION WITH THE WEST LINE OF BENTON STREET; THENCE NORTH ON THE WEST LINE OF BENTON STREET, 18 FEET TO AN INTERSECTION WITH THE CENTER OF THE EXISTING WALL; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 2, FOR A DISTANCE OF 117 FEET TO AN INTERSECTION WITH THE EAST LINE OF MAIN STREET; THENCE SOUTH ON THE EAST LINE OF MAIN STREET, 18 FEET TO THE PLACE OF BEGINNING, SAID BLOCK 2 BEING LOCATED IN AND BEING A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1844 IN BOOK D OF DEEDS, PAGE 201, MCHENRY COUNTY, ILLINOIS.

PIN: 13-05-376-015

DORR TOWNSHIP

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of November, 2014

BETWEEN:

**R & B Enterprises, 1259 N. Rose Farm Road, Unit 4,
Woodstock, Illinois, 60098 Telephone: (815) 206-0049**

Fax: _____

(the "Landlord")

OF THE FIRST PART

- AND -

**Town Tap Woodstock, LLC of 219 N Benton Street
Woodstock, Illinois, 60098**

Telephone: (815) 338-6767

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 219 N Benton St, Woodstock, IL 60098, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to

time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- e. "Premises" means the restaurant at 219 N Benton St, Woodstock, IL 60098.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the restaurant municipally described as 219 N Benton St, Woodstock, IL 60098, (the "Premises") . The Premises will be used for only the following permitted use (the "Permitted Use"): Operate a Bar. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Operate a Bar.

Term

5. The term of the Lease commences at 12:00 noon on September 27, 2014 and ends at 12:00 noon on October 31, 2014.
6. Upon 5 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
7. Upon 15 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 15 days notice.
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,000.00, payable per month, for the Premises (the "Base Rent").

10. The Tenant will pay the Base Rent on or before the Fifteenth of each and every month of the term of this Lease to the Landlord.
11. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of _____ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Option to Purchase

14. Provided the Tenant is not currently in default in the performance of any term of this Lease, the Tenant will have the option to purchase (the "Option") the Premises for \$240,000.00 (the "Purchase Price"). If this option has been exercised, the Parties to this Lease may enter into a separate agreement to purchase the Premises. This agreement will incorporate all the key points provided in this Option.
15. This Option may be exercised at any time prior to the end of the original term of this Lease. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Premises to the Tenant. If the Tenant does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Landlord, and neither party will have any further rights or claims against each other concerning the Option.

16. The Option will be exercised by mailing or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Landlord at the following address: 219 Benton St, Woodstock, Illinois, 60098 and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.
17. The Tenant may not assign any rights under this Option separately from all of the Tenant's other rights under this Lease. No assignment may be made without the Landlord's prior written consent.
18. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Premises and has the legal right to sell the Premises under the terms and conditions of this Lease.
19. If the Option is exercised, the following provisions will be applicable:
 - a. The Tenant will take title to the Premises subject to any of the following exceptions (the "Permitted Exceptions"):
 - i. real estate taxes not yet due at the time of closing;
 - ii. covenants, conditions, zoning laws and ordinances, reservations, rights, public and private easements then on record, if any; and
 - iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Landlord upon the closing of this purchase.
 - b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 30 days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Landlord.
 - c. Rents, real estate taxes and other expenses of the Premises will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.

- d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
- e. No later than 30 days from the exercise of this Option, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
 - i. a property condition disclosure, signed and dated by the Landlord;
 - ii. a commitment for the policy of title insurance; and
 - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
- f. The Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Premises and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Premises subject to such exceptions.
- g. Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

Quiet Enjoyment

- 20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

21. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

22. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

23. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

- 24. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

Utilities and Other Costs

- 25. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

Insurance

- 26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

Governing Law

27. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Illinois (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Maintenance

30. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
31. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
32. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Care and Use of Premises

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

34. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
35. The Tenant will not engage in any illegal trade or activity on or about the Premises.
36. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

37. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

38. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

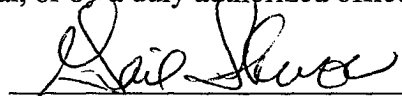
39. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

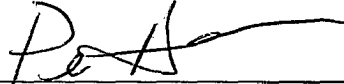
40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

- 42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
- 43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.


IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27th day of September, 2014.



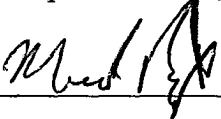
(Witness)

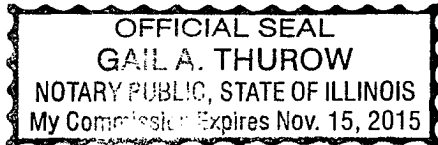


R & B Enterprises (Landlord)



(Witness)

Town Tap Woodstock, LLC (Tenant)
Per:  (SEAL)



ASSET PURCHASE AGREEMENT

This Purchase Agreement, entered into this 29 th day of September, 2014, by and between **Woodstock Town Tap, Inc.**, an Illinois Corporation (hereinafter "Seller"), and **Town Tap Woodstock, LLC**, an Illinois Limited Liability Company (hereinafter "Purchaser"); and

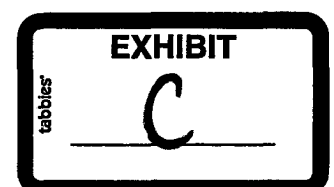
WITNESSETH:

WHEREAS, Seller is the sole owner of the business known as **WOODSTOCK TOWN TAP**, located at 219 N. Benton St., Woodstock, Illinois; and

WHEREAS, Purchasers desires to purchase and Seller desires to sell, transfer, and assign certain Business Assets which are specifically set forth and further identified in **Exhibit "A"** (hereinafter Business Assets). For purposes of this Agreement, the "Business Assets" shall not include any other assets which are not specifically stated and/or identified in **Exhibit "A"**. The Parties hereto do further stipulate and agree that Business Assets will not, unless specifically stated in writing otherwise, include any assets or items that are specifically set forth in **Exhibit "B"** which is attached hereto and made part hereof further identified and lists Assets which Seller **SHALL NOT** include in this Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises, and the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **RECITAL:** The recitals and preambles hereinabove set forth are hereby constituted and made a part of this Agreement.



2. **PURCHASE AND SALE:** Seller shall sell to Purchaser and Purchaser shall purchase from Seller the right, title and interest in and to the Business Assets as defined in **Exhibit "A"** said Assets being used in the business known as **WOODSTOCK TOWN TAP**. At Closing, as defined herein, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of any and all Encumbrances except Permitted Encumbrances, pursuant to this Agreement, all of Seller's right, title and interest in and to (a) the Equipment/Fixed Assets listed on the attached Exhibit "A", (b) the inventory, (c) all telephone numbers, cellular numbers and other communication numbers used by Seller in conjunction with the business of "Woodstock Town Tap" (d) the website domain, website address, the main email address and all other email addresses used in conjunction with the business of "Woodstock Town Tap", (e) all advertising, and (f) substantially all of the assets, properties and rights of Seller constituting the Business or used directly or indirectly therein or generated thereby, of every kind and description, tangible and intangible, wherever situated, including without limitation all computer software, trademarks, patents, service marks, copyrights, work-in-process, source code, algorithms, methods, processes, specifications, know-how, policies, procedures, manuals, licenses, permits, trade secrets and other technical information used in connection with the Company (whether currently used or proposed to be used, contract rights (including customer contracts) and tangible personal property owned by Seller and used in connection with the company, rights that accrue under leases for real and personal property. These assets shall be free and clear of all mortgages, liens, security interests, claims and encumbrances of any nature.

A copy of the Business Assets are specifically listed as **Exhibit "A"** attached hereto and made a part hereof.

2.1 **ASSUMED LIABILITIES:** Purchaser does not agree to assume any of Seller's liabilities and neither the purchase of the Assets nor anything in this Agreement shall imply or be deemed to constitute the assumption of any other Liabilities of the Seller.

2.2 EXCLUDED LIABILITIES AND OBLIGATIONS: Seller shall retain and be solely responsible for performing, discharging, and satisfying all Liabilities of the Seller's business that have been incurred or anticipated to be incurred prior to the closing date. After the closing date, Seller shall not be responsible for any liabilities that may arise out of the Purchaser's operation and use of the purchased assets. Purchaser shall not assume or be obligated to pay, discharge or perform any of Seller's debts, liabilities, adverse claims or obligations of any kind or nature, or bear any cost or charge with respect thereto, whether in connection with the Assets or otherwise, and whether arising before or after Closing. The excluded liabilities shall include, but not be limited to the following:

(a) any Liability arising out of or relating to products or services of Seller to the extent manufactured or sold prior to the Closing;

(b) any Liability under any Assumed Contract that arises after the Closing but that arises out of or relates to any Breach that occurred prior to the Closing;

(c) any Liability under any Contract not assumed by Purchaser, including any Liability arising out of or relating to any of Seller's personal guarantees under any Contract related thereto;

(d) any Environmental, Health, and Safety Liabilities arising out of or relating to the operation of Seller's business or Seller's leasing, ownership, or operation of Real Property;

(e) any Liability under any Employee Plans or relating to workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits, or any other employee plans or benefits of any kind for Seller's employees or former employees or both;

(f) any Liability under any employment, severance, retention, or termination agreement with any employee of Seller or any of its Related Persons;

(g) any Liability arising out of or relating to any employee grievance whether or not the affected employee is hired by Purchaser;

(h) any Liability of Seller to any Related Person of Seller;

(i) any Liability to indemnify, reimburse, or advance amounts to any officer, director, employee, or agent of Seller;

(j) any Liability to distribute to any of Seller's shareholders or otherwise apply all or any part of the consideration received hereunder;

(k) any Liability arising out of any Proceeding pending as of the Closing;

(l) any Liability arising out of any Proceeding commenced after the Closing and arising out of or relating to any occurrence or event happening prior to the Closing;

(m) any Liability arising out of or resulting from Seller's compliance or noncompliance with any legal requirement or Order of any Governmental Body;

(n) any Liability of Seller under this Agreement or any other document executed in connection with the Contemplated Transactions; and

(o) any Liability of Seller based on Seller's acts or omissions occurring after the Closing.

Collectively, the foregoing shall be referred to as the "Excluded Liabilities."

3. PAYMENT OF PURCHASE PRICE: The purchase price shall be Fifty Thousand Dollars (\$50,000.00), plus the fair market value of any inventory present at the Business on the date of closing. The Purchase price and fair market value of the inventory shall be paid as follows:

(a) The purchase price of Fifty Thousand and NO/100THS DOLLARS (\$50,000.00) to be paid in equal sixty (60) monthly installments of \$834.00 each, commencing on the 1 day of Nov, 2014, and on the 1 day of each month thereafter until the purchase price is paid in full ("Installment payments");

(b) The fair market value of any inventory present on the date of closing shall be paid to Seller in a single lump sum payment on the date of Closing.

3.1 CONDITION PRECEDENT: Purchaser's obligations under this Agreement shall be contingent upon the following condition precedents having been satisfactorily completed prior to a closing in this matter. If any of the conditions precedent

are not satisfied in the sole discretion of the Purchaser, the Purchaser shall have the absolute right to declare this Agreement null and void, and any earnest money shall be immediately returned to the Purchaser.

- (a) Liquor License Permit: Purchaser must be able to obtain and have approval for a Liquor License from the City of Woodstock and State of Illinois.
- (b) Due Diligence Time Period: This Agreement is contingent upon the Purchaser being able to conduct its due diligence during the Due Diligence Period, which shall be 5 days immediately following the acceptance of this Agreement. Seller agrees to timely provide Purchaser with such information as Purchaser, or its designated representatives, may reasonably request and Seller granting full access to Purchaser and its designated representatives to review and examine the Seller's books, records related to the Assets, and Purchaser being able to discuss with the Seller, any part of the Seller's Business operations. If for any reason, in Purchaser's sole discretion, Purchaser is not satisfied with the Assets, the information reviewed regarding the Business, or determined that the acquisition of the Assets is not feasible, the Purchaser shall have the right to terminate this Agreement by providing written notice thereof to the Seller on or before expiration of the Due Diligence Period, and any earnest money shall be immediately returned to Purchaser.
- (c) The Purchaser and Seller entering into and simultaneously closing on articles of agreement for deed for the Real Property described at 219 N. Benton, Woodstock, IL 60098.

3.2 – INDEMNIFICATION: Seller shall indemnify and hold Purchaser and Purchaser's affiliates harmless from and against all damages, losses, costs (including costs of investigation and defense and reasonable attorney's fees), expenses, obligations, claims (including incidental and consequential damages), causes of action and other liabilities resulting from, arising out of, or related to: (a) any business conducted by Seller before the

Closing; (b) any breach by Seller of any representation, warranty, obligation or condition of this Agreement; (c) any liability for Taxes (including penalties and interest) for or attributable to any period ending on or before the Closing Date or incurred by Seller in connection with the completed transaction; (d) any failure of Seller to satisfy any of the Retained Liabilities; (e) any liability arising from or out of the use of the purchased assets prior to the Closing; or (f) any failure of title to, or encumbrance (other than a permitted encumbrance) on any of the purchased Assets. Seller shall defend all of the foregoing at its own expense and shall reimburse Purchaser for any costs, expenses, attorney's fees, damages or liability incurred by Purchaser in connection with any such matter. Seller's obligations to indemnify shall be limited to only claims and demands that fall within this indemnification paragraph and only to claims and demands which are tendered to Seller by Purchaser via written Notice within five (5) business days of the date Purchaser receives the same. A failure to provide timely written Notice to Seller or any attempt by Purchaser to resolve the demand or claim without Seller's knowledge shall void Seller's obligation under this indemnification provision.

Purchaser shall indemnify and hold Seller and Seller's affiliates harmless from and against all damages, losses, costs (including costs of investigation and defense and reasonable attorney's fees), expenses, obligations, claims (including incidental and consequential damages), causes of action and other liabilities resulting from, arising out of, or related to: (a) any business conducted by Purchaser after the Closing; (b) any breach by Purchaser of any representation, warranty, obligation or condition of this Agreement; (c) any liability for Taxes (including penalties and interest) for or attributable to any period after the Closing Date or incurred by Purchaser in connection with the completed transaction; (d) any liability arising from or out of the use of the purchased assets after the Closing; or (e) any failure of title to, or encumbrance (other than a permitted encumbrance) on any of the purchased Assets. Purchaser shall defend all of the foregoing at its own expense and shall reimburse Seller for any costs, expenses, attorney's fees, damages or liability incurred by Seller in connection with any such matter.

4. **BROKERS:** Seller and Purchaser represent and warrant that no broker or agents are owed any commission or fee as a result of this sale.

5. **WARRANTIES AND REPRESENTATIONS BY THE SELLERS:**

(a) Sellers is an Illinois Corporation who has full authority to sell the Business Assets, and

(b) Said Business Assets are free and clear of any liens and/or encumbrances except for conditions of title. All assets are being sold in an "AS-IS" "WHERE-IS" condition, and Seller makes no warranties or representations as to the condition of the assets.

6. **PRORATIONS:** Seller shall be responsible for and shall timely pay all utility charges due or accrued as of 11:59 p.m. on the Closing Date. Purchaser shall be responsible for and shall timely pay all utility charges accruing from and after 11:59 p.m. on the Closing Date.

7. **CONDUCT OF BUSINESS PENDING CLOSING AND CONSUMMATION OF SALE:** The sale shall be consummated as follows:

(a) The closing of this transaction shall take place at the office of Seller's attorney on October 1, 2014 (the "Closing date"), or as the parties may otherwise mutually agree. At the closing, Seller and Purchaser shall:

(i) Execute, assign and deliver to the Purchaser.

(a) Bill of Sale

(b) Closing statement

(c) All documents of transfer of Business Assets.

(d) Such other further document as may be reasonably required by Purchaser or Purchaser's Attorney.

(e) All of the agreements, plans, price lists, customer lists, correspondence or other documents, records, papers, files or office supplies and data which are part of the Assets.

(f) All documentation necessary to assign the Business telephone and fax number, website and email, and advertising to Purchaser.

- (ii) Purchaser shall deliver:
 - (a) All such funds as are necessary to complete this transaction.
 - (b) Such other further documents as may be reasonably required by Seller or Seller's Attorney.
 - (c) A signed promissory note verifying the payment of the purchase price set forth in paragraph 3(a) above.

8. CONSISTENT TREATMENT OF TRANSACTION BY SELLER AND PURCHASER:

Seller and Purchaser covenant and warrant:

(a) That in no tax return hereafter filed by either party or any of their successors or assigns, shall either party or any of their successors or assigns threaten the allocation of the purchase price inconsistently with or differently than as set forth in this Agreement; and

(b) That in no tax audit, tax examination, tax review, or tax litigation shall either party or any of their successors or assigns claim or assert that the allocation of the purchase price is or should be inconsistent with or different than as set forth in this Agreement.

9. NOTICE:

(a) Unless otherwise specifically set forth in this Agreement, all notice required to be sent under the terms of this Agreement shall be sent by regular or certified mail, with return receipt requested, or by personal delivery:

To Purchaser: **Town Tap Woodstock, LLC**
 Attn: Mark Bezik
 219 N. Benton St., Woodstock, IL 60098

With a copy to: **Carl J. Calandra**
 2019 N. Windham Ct. N.
 Arlington Heights, IL 60004

To Seller: **Woodstock Town Tap, Inc.**
 Attn: Christian J. Peetz
 693 Pleasant Street,

Woodstock, IL 60098

With a copy to: **Adrian M. Gosch, Esq.**
Gummerson Rausch Wand Lee Wombacher, LLC
101 S. Benton St.
Woodstock, IL 60098

or to such other addresses as Purchaser and Seller may designate from time to time pursuant to this paragraph.

(b) All such notices shall be deemed to be effective as of the date of mailing or delivery. In the event that any notice is not delivered to any person entitled thereto because such person has moved and his address is unknown or because he has refused to accept such notice, then such notice shall be deemed to be effective as if delivered when mailed.

10. HONORARY MANAGER TIME PERIOD. Seller and Purchaser agree that as a condition of sale, Christian J. Peetz will be given the title of "Honorary Manager of Town Tap Bar." The Purchaser agrees to pay to Christian J. Peetz the amount of \$300.00 per month to serve as an independent contractor in his position as Honorary Manager (i.e. a total of \$7,200.00). The position and monthly payment shall continue for a period of 24 months from the date of closing of this Agreement. If Purchaser wishes to terminate this position prior to the expiration of the 24 month time period, then Purchaser shall pay to Christian J. Peetz the lump sum balance of the remaining total amount owed to Seller for the full 24 month time period. If during this 24 month time period Christian J. Peetz, decides that he wishes to resign or quit his independent contractor position as "Honorary Manager of Town Tap Bar" and provides Buyer with written notice of his resignation, then Buyer shall not be obligated to pay to Seller the \$300.00 per month.

11. GENDER AND NUMBER: The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

12. AMENDMENT OF AGREEMENT: This Agreement may be amended or altered in any of its provisions by the parties hereto, and any such change shall

become effective when reduced to writing and signed by such parties or at such other time as said amendment may provide.

13. BENEFITS: The Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives and successors.

14. CONFLICTS OF LAWS: this Agreement shall be governed by and interpreted under the laws of the State of Illinois.

15. COMPLIANCE WITH TERMS: Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by any of the parties hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

16. ASSIGNMENT: This Agreement shall not be assigned by either party without the express written consent to the other party. Provided, however, approval is given to Purchaser to assign this Agreement to a corporate entity if Purchaser so desires to form a corporation and such corporation shall be entitled to all of the protections, benefits and warranties as are set forth herein.

17. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding of the parties hereto and all prior and concurrent agreements, understandings, representations and warranties in regard to the subject matter hereof are and have merged herein.

18. SEVERABILITY: Should any part or portion of this Agreement be deemed unlawful or unenforceable by a Court of Competent Jurisdiction, that part or portion shall be stricken from the Agreement and the remainder of the Agreement shall survive in full force and effect.

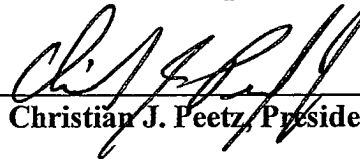
19 CONTINGENCY: This Asset Purchase Agreement shall be contingent upon:

Seller transferring said Business Assets free and clear of liens and/or encumbrances at the time of final closing and otherwise being in full compliance with all terms and conditions of this Agreement.

Should any contingency not be met, Purchaser shall have the option, but not the obligation, to terminate this Agreement and obtain a full refund of earnest money and thereafter, neither party shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29 day of September, 2014.

Woodstock Town Tap, Inc.

BY: 
Christian J. Peetz, President

BUYER:
Town Tap Woodstock, LLC

BY: 
Mark Bezik, Member

BY: 
Paul Roeder, Member

BY: 
Rick Blaisdell, Member

EXHIBIT "A"
Included Assets

- 1) Personnel Pictures mounted behind bar
- 2) 1 BRON COUPED TENT

EXHIBIT "B"
Excluded Assets

CLOSING STATEMENT – Asset Purchase

SELLER: Woodstock Town Tap, Inc.
PURCHASER: Town Tap Woodstock, LLC
EFFECTIVE DATE OF CLOSING: October 1, 2014

	<u>CREDIT BUYER</u>	<u>CREDIT SELLER</u>
Purchase Price for Assets		\$50,000.00
FMV of Inventory as of 10-1-14	\$ <u>15,000</u>	\$ <u>15,000</u>
Amount Financed (Per Asset Purchase Agreement)	\$50,000.00	
Subtotal	\$ <u>65,000.00</u>	
Cash to Seller	\$ <u>15,000.00</u>	
Total	\$ <u>50,000.00</u>	\$ <u>65,000.00</u>

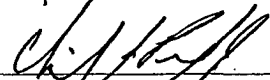
ACCEPTED BY PURCHASER:

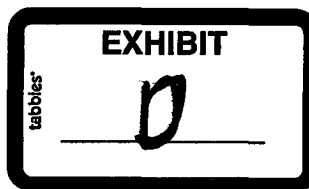
Town Tap Woodstock, LLC
an Illinois limited liability company

By: 
Mark Bezik, Member

ACCEPTED BY SELLER:

Woodstock Town Tap, Inc.
Illinois corporation

By: 
Christian J. Peetz, President





CBS-1 Notice of Sale, Purchase, or Transfer of Business Assets

General information

You (or the purchaser or the transferee) must complete Form CBS-1 if, outside your usual course of business, you sell or transfer the major part of the

- stock of goods that you are in the business of selling,
- furniture or fixtures,
- machinery and equipment, or
- real property of your business.

Forms received more than 10 days after the sale date will not be processed. The purchaser or transferee may be held liable for any debt incurred by the seller.

If you need additional information, you may call our Chicago office weekdays between 8:30 a.m. and 5:00 p.m. at 312 814-3063.

Mail your completed Form CBS-1, a copy of the sales contract, and financing agreement to:

**BULK SALES UNIT
ILLINOIS DEPARTMENT OF REVENUE
100 WEST RANDOLPH LEVEL 7-400
CHICAGO IL 60601**

You may fax your form and sales contract to us at 312 793-3841.

Part 1: Identify the business being sold or transferred and the identification numbers

1 WOODSTOCK TOWN TAP, LLC
Business name

2 319 N BENTON ST
Street address

Street address (if needed)
WOODSTOCK IL 60098
City State ZIP

3 _____
Illinois business tax number (IBT no.) or account identification number

4 36-2712122
Federal employer identification number (FEIN) Seq. number

5 [REDACTED]-3281
Social Security number

6 Are you required to pay any excise taxes? Yes No
Excise tax number _____

Part 2: Identify the seller or transferor

7 CHRISTIAN PEETZ
Name

8 571 BROOKSIDE AVE
Home or mailing address

ALGONQUIN IL 60102
City State ZIP

9 (815) 482-6164
Daytime phone number

10 ADRIAN GOSCH (815) 337-7700
Name of seller's or transferor's attorney Daytime phone number

11 101 S BENTON ST STE 201
Address of attorney WOODSTOCK, IL 60098

Part 3: Identify the purchaser or transferee

12 R & B ENTERPRISES, INC
Name

13 1258 N ROSE FARM RD #4
Home or mailing address

WOODSTOCK IL 60098
City State ZIP

14 20-5166417
Purchaser's or transferee's IBT no. and FEIN () -

15 NONE
Name of purchaser's or transferee's attorney Daytime phone number

16 _____
Address of attorney

Part 4: Describe the terms of sale or transfer

17 Date business was or will be sold or transferred. 10/30/2014
Month Day Year

18 Selling price of the business or the value of the business assets transferred: \$ 240,000

19 Was the entire business sold or transferred?
 Yes
 No - You must complete Line 20.

20 Are the seller's or transferee's registration numbers with the department to remain active?
 Yes
 No - Write the date to be discontinued. 10/30/2014
Month Day Year

21 Terms of sale or transfer. Write "X" in the appropriate box, and provide additional information as requested.

Cash sale

Contract sale. Complete the following information:

- Down payment amount: \$ _____
- Monthly payment amount: \$ SEE B
- Date last payment is due 10/1/34
Month Day Year

Conventional financing *2000 for 24 MOS

Other (Specify.): 1700 for 36 MOS
866 for 180 MOS

Part 5: Sign below. This must be completed by the person submitting this Form.

22 MARK BEZIK (815) 337-2080
Print or type your name Daytime phone number

23 1258 N ROSE FARM RD #4
Mailing address of person WOODSTOCK, IL 60098

24 [Signature] 3/12/15
Signature Date

This form is authorized as outlined by the Illinois Income Tax Act [35 ILCS 5/902] and the Retailers' Occupation Tax Act [35 ILCS 120/5]. You are required to report of businesses to the Illinois Department of Revenue. Disclosure of this information is REQUIRED. Failure to provide such information may result in the purchaser or becoming personally liable for the amount of tax owed by the seller. This form has been approved by the Forms Management Center.

