

# ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 10 ;  
ending June 30 20 11

TO THE GOVERNING BODY of the:  Town of }  
 Village of } Madison  
 City of }

County of \_\_\_\_\_ Aldermanic Dist No \_\_\_\_\_ (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2 Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Tropical Cuisine, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Daryl Malone</u>	<u>2595 Clara Ave Aurora</u>	<u>IL 60502</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member	<u>Tropical Cuisine</u>		
Agent	<u>Daryl Malone</u>		
Directors/Managers			

3 Trade Name \_\_\_\_\_ Business Phone Number \_\_\_\_\_  
4 Address of Premises 15 N. Broom St. Madison WI Post Office & Zip Code \_\_\_\_\_

- 5 Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
- 6 Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
- 7 Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9 Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records (Alcohol beverages may be sold and stored only on the premises described) See attached

- 10 Legal description (omit if street address is given above): \_\_\_\_\_
- 11 (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? \_\_\_\_\_
- 12 Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630 5) before beginning business? [phone 1-800-937-8864]  Yes  No
- 13 Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]  Yes  No
- 14 Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME  
this 14th day of May, 20 10  
Maibeth Witzel-Behl  
(Clerk/Motary Public)  
My commission expires 8-26-12

Daryl Malone  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
\_\_\_\_\_  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
\_\_\_\_\_  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-14-10</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued <u>89691, 89692</u>	

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

## City of Madison Supplemental Class B License Application

<input type="checkbox"/> Seller's Permit Number <input type="checkbox"/> Federal Employer Identification # <input checked="" type="checkbox"/> Notarized Original Application Form <input checked="" type="checkbox"/> Notarized Supplemental Form <input checked="" type="checkbox"/> Orange Sign (Clerk's Office provides at time of application)	<input checked="" type="checkbox"/> Written Description of Premise <input checked="" type="checkbox"/> Background Investigation Form(s) <input checked="" type="checkbox"/> Notarized Transfer of Ownership <input type="checkbox"/> *Articles of Incorporation <input checked="" type="checkbox"/> *Notarized Appointment of Agent * Corporation/LLC only	<input type="checkbox"/> Floor Plans <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Sample Menu <input type="checkbox"/> Business Plan
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8960  
8930  
803  
8471

1. Name of Applicant/Partner/Corporation/LLC Daryl Malone / Tropical Cuisine LLC
2. Address of Licensed Premise 15 N. Broom St Madison WI
3. Telephone Number: 3125451361 4. Anticipated opening date: June 2010
5. Mailing address if not opening immediately 1360 N. Regent St #162 Madison WI
6. Have you contacted the Alderperson, Police Department District Captain, Alcohol Policy Coordinator, and the neighborhood association representative for the area in which you intend to locate?  Yes  No
7. Are there any special conditions desired by the neighborhood?  Yes  No  
 Explain: \_\_\_\_\_
8. Business Description, including hours of operation: Family owned rest. We will offer Puerto Rican/Caribbean foods to the people.
9. Do you plan to have live entertainment?  No  Yes—What kind? live band -
10. Detailed written description of building, including overall dimensions, seating arrangements, capacity, bar size and all areas where alcohol beverages are to be sold and stored. **The licensed premise described below shall not be expanded or changed without the approval of the Common Council.**  
Stored in kitchen, behind the counter. Served in the main seating area of the restaurant and patio area. Total square footage is approximately 2,100 square feet.
11. Are any living quarters directly or indirectly accessible and under control of the applicant?  Yes  No  
 Please note that alcohol may be sold and stored only on the licensed premise, not in living quarters.
12. Describe existing parking and how parking lot is to be monitored. street permit and lot

13. Describe your management experience, staffing levels, duties and employee training.  
Chef 28 years of experience. Owner over 25 yrs of business management experience

14. Identify the registered agent for your Corporation or LLC. This is your corporation's agent for service of process, notice or demand required or permitted by law to be served on the corporation.  
Daryl Malone 1360 Regent St #162 Madison WI  
 Name Address 53715

15. Utilizing your market research, who would you project your target market to be?

Madison area community

16. What age range would you hope to attract to your establishment? 21-40

17. Describe how you plan to advertise/promote your business. What products will you be advertising?

fliers, newspapers, radio & internet

18. Are you operating under a lease or franchise agreement?  Yes (attach a copy)  No

19. Owner of building where establishment is located: Cliff Fisher

Address of Owner: 13N Broom St Madison WI Phone Number 608-213-2828

20. Private organizations (clubs): Do your membership policies contain any requirement of "Invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin?  Yes  No

21. List the Directors of your Corporation/LLC

Daryl Malone 2595 Clara Avenue Aurora IL 60502  
Name Address

Name Address

Name Address

22. List the Stockholders of your Corporation/LLC

Daryl Malone 2595 Clara Avenue Aurora IL 60502 100%  
Name Address % of Ownership

Name Address % of Ownership

Name Address % of Ownership

23. What type of establishment are you? (Check all that apply)  Tavern  Nightclub  Restaurant

Other Please Explain \_\_\_\_\_

24. What type of food will you be serving, if any? \_\_\_\_\_

Breakfast  Lunch  Dinner

25. Please submit a sample menu with your application, if possible. What might eventually be included on your operational menu when you open?

Appetizers  Salads  Soups  Sandwiches  Entrees  
 Desserts  Pizza  Full Dinners

26. During what hours of your operation do you plan to serve food? M/T/Wed 10am-2am

Thursday / Friday Sat 10am-3am

27. What hours, if any, will food service not be available? N/A
28. Indicate any other product/service offered. N/A
29. Will your establishment have a kitchen manager?  Yes  No
30. Will you have a kitchen support staff?  Yes  No
31. How many wait staff do you anticipate will be employed at your establishment? unknown  
During what hours do you anticipate they will be on duty? \_\_\_\_\_
32. Do you plan to have hosts or hostesses seating customers?  Yes  No
33. Do your plans call for a full-service bar?  Yes  No  
If yes, how many bar stools do you anticipate having at your bar? \_\_\_\_\_  
How many bartenders do you anticipate you would have working at one time on a busy night? \_\_\_\_\_
34. Will there be a kitchen facility separate from the bar?  Yes  No
35. Will there be a separate and specific area for eating only?  Yes  No  
If yes, what will be the seating capacity for that area? \_\_\_\_\_
36. What type of cooking equipment will you have?  Stove  Oven  Fryers  Grill  Microwave
37. Will you have a walk-in cooler and/or freezer dedicated solely to the storage of food products?  Yes  No
38. What percentage of your overall payroll do you anticipate will be devoted to food operation salaries?  
75% food / 25% other
39. If your business plan includes an advertising budget, what percentage of your advertising budget do you anticipate will be related to food? 100%  
What percentage of your advertising budget do you anticipate will be drink related? 0
40. Are you currently, or do you plan to become, a member of the Madison—Dane County Tavern League or the Tavern League of Wisconsin?  Yes  No
41. Are you currently, or do you plan to become, a member of the Wisconsin Restaurant Association or the National Restaurant Association?  Yes  No

42. What is your estimated capacity? under 100

43. Pursuant to Chapter 23 of the Madison General Ordinances, all restaurants and taverns serving alcohol beverages shall substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. For new establishments, the percentage will be an estimate.

Gross Receipts from Alcoholic Beverages	20 %
Gross Receipts from Food and Non-Alcoholic Beverages	80 %
Gross Receipts from Other	0 %
<b>Total Gross Receipts</b>	<b>100%</b>

44. Do you have written records to document the percentages shown?  Yes  No  
You may be required to submit documentation verifying the percentages you've indicated

**Read carefully before signing:** Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted will not be assigned to another. Any lack of access to any portion of a licensed premise during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license

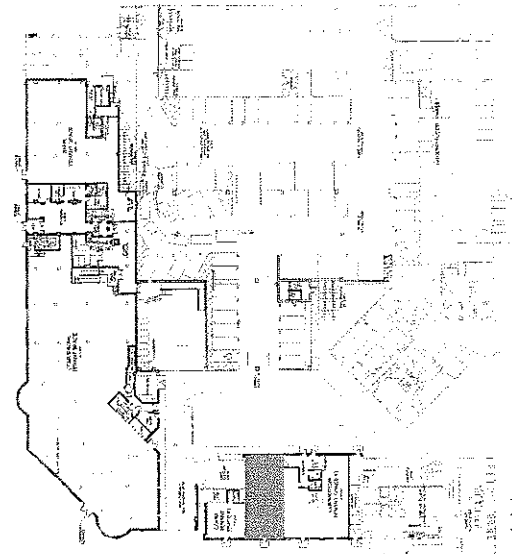
Subscribed and Sworn to before me:

this 14<sup>th</sup> day of May, 2010

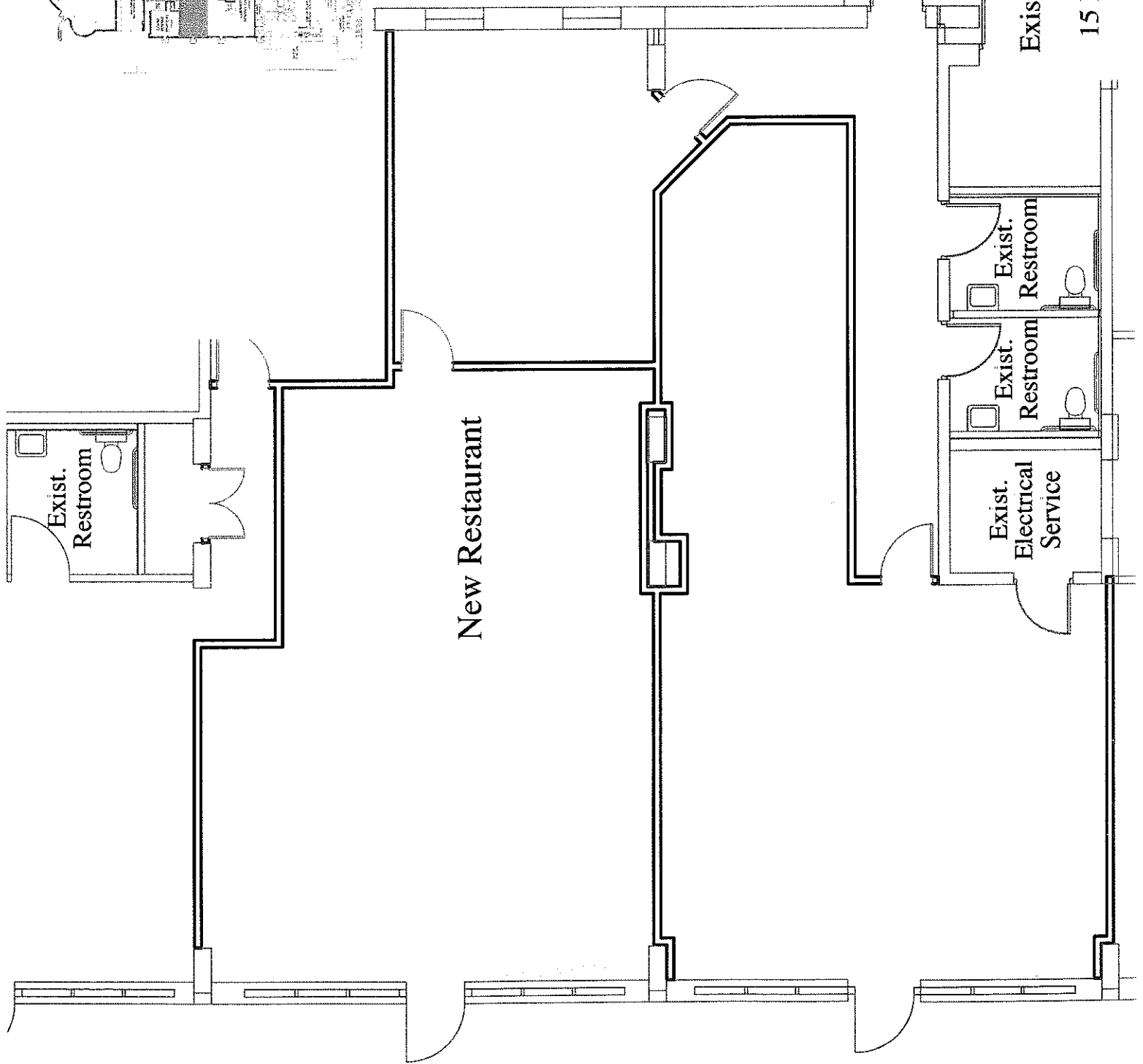
Maibeth Witzel-Behl  
(Clerk/Notary Public)

My commission expires 8-26-12

Sam Malone  
(Officer of Corporation/Member of LLC/Partner/Individual)



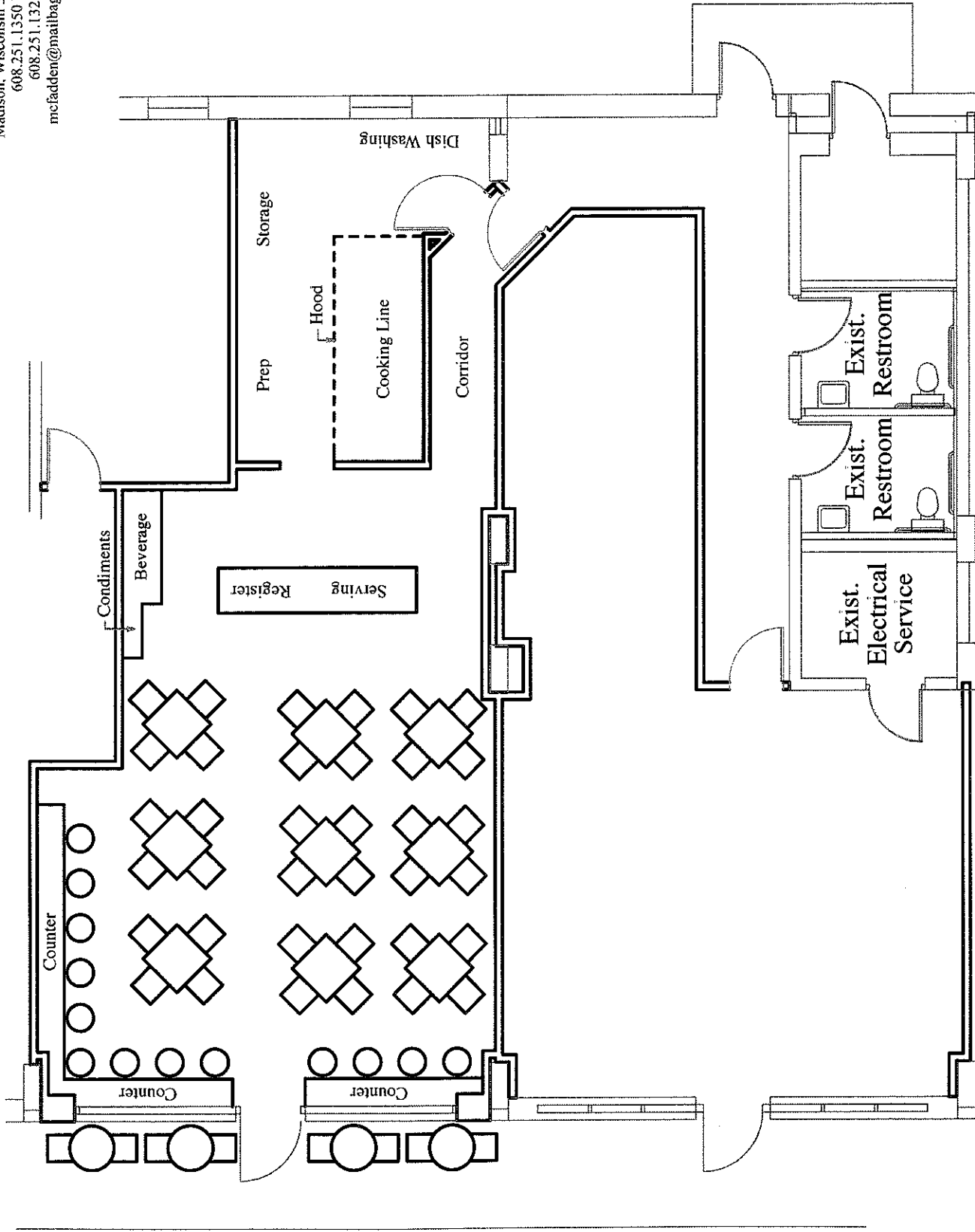
Location



Existing Floor Plan @ 1/8" = 1' - 0"  
Tropical Cuisine  
15 N Broom, Madison, Wisconsin  
May 24, 2010



McFadden & Company  
 228 State Street  
 Madison, Wisconsin 53703  
 608.251.1350 Voice  
 608.251.1325 Fax  
 mcfadden@mailbag.com



Proposed Floor Plan @ 1/8" = 1' - 0"  
 Tropical Cuisine  
 15 North Broom, Madison, Wisconsin  
 May 24, 2010

**TROPICAL CUISINE, LLC**  
**OPERATING AGREEMENT** / *Business Plan*

This Operating Agreement is made and entered into this 16<sup>th</sup> day of April, 2010, by Daryl Malone ("Members")

**Section 1: The Limited Liability Company**

1. **Formation** Effective April 16, 2010, the Members form a limited liability company under the name Tropical Cuisine, LLC (the "Company") on the terms and conditions set forth in this Agreement and pursuant to the Limited Liability Company Act of the State of Wisconsin (the "Act"). The Members agree to file with the appropriate agency within the State of Wisconsin charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.
2. **Name** The business of the Company will be conducted under the name Tropical Cuisine, LLC, or such other name upon which the Members may unanimously may agree.
3. **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Wisconsin.
4. **Office.** The Company will maintain its principal business office within the State of Wisconsin at the following address: 1360 Regent Street, Suite 162, Madison, WI 53715.
5. **Registered Agent.** Daryl Malone is the Company's initial registered agent in the State of Wisconsin, and the registered office is 1360 Regent Street, Suite 162, Madison, WI 53175.
6. **Term** The term of the Company commences on April 16, 2010, and shall continue perpetually unless sooner terminated as provided in this Agreement.
7. **Names and Addresses of Members** The Members' names and addresses are attached as Schedule 1 to this Agreement.
8. **Admission of Additional Members** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members

**Section 2: Capital Contributions**

1. **Initial Contributions.** The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.
2. **Additional Contributions.** No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.
3. **No Interest on Capital Contributions.** Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

**Section 3: Allocation of Profits and Losses; Distributions**

1. **Profits/Losses.** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company asset forth in Schedule 2 as amended from time to time.



2. **Distributions.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers.
3. **No Right to Demand Return of Capital.** No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

#### **Section 4: Indemnification**

1. **Indemnification.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful.

#### **Section 5: Powers and Duties of Managers**

1. **Management of Company.** The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs. Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.
2. **Decisions by Members.** Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.
3. **Withdrawal by a Member.** A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

#### **Section 6: Salaries, Reimbursement, and Payment of Expenses**

1. **Organization Expenses.** All expenses incurred in connection with organization of the Company will be paid by the Company.
2. **Salary.** No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.
3. **Legal and Accounting Services.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

### Section 7: Books of Account, Accounting Reports, Tax Returns, Fiscal Year, Banking

1. **Method of Accounting.** The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.
2. **Fiscal Year; Taxable Year.** The fiscal year and the taxable year of the Company is the calendar year.
3. **Capital Accounts.** The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.
4. **Banking.** All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

### Section 8: Transfer of Membership Interest

1. **Sale or Encumbrance Prohibited.** Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.
2. **Right of First Refusal.** Notwithstanding Section 8(1), a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:
  - a. The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the interest (the "Offer").
  - b. For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.
  - c. Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.
  - d. If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8(2) to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8(2) will again apply to the Interest proposed to be sold or conveyed.
  - e. Notwithstanding the foregoing provisions of Section 8(2), should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8(2), the acquiring Member may

assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

3. **Substituted Parties.** Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until: (1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and (2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members
4. **Death, Incompetency, or Bankruptcy of Member.** On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8(5), the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8(3).
  - a. Any transfer of Economic Rights pursuant to Section 8(4) will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time. If any, as the transferee of the Economic Rights becomes a fully substituted Member.
5. **Death Buy Out** Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased member in the Company pursuant to the provision of Section 8(5)
  - a. The value of each Member's Interest in the Company will be determined on the date this Agreement is signed. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8(5)(b) will apply in determining the value of the Member's Interest in the Company.
  - b. If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had

the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's interest in the Company.

- c. Closing of the sale of the deceased Member's interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8(5)(b), the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.
- d. At closing, the Company will pay the purchase price for the deceased Member's interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:
  - i. \$1,000.00 in cash, bank cashier's check, or certified funds;
  - ii. The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time without penalty.
  - iii. At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.
  - iv. On completion of the purchase of the deceased Member's interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

### **Section 9: Dissolution and Winding up of the Company**

1. **Dissolution.** The Company will be dissolved on the happening of any of the following events:
  - a. Sale, transfer, or other disposition of all or substantially all of the property of the Company;
  - b. The agreement of all of the Members;
  - c. By operation of law; or
  - d. The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.
  
2. **Winding Up.** On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:
  - a. To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;
  - b. To the payment and discharge of any Company debts and liabilities owed to Members; and
  - c. To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9 (2)(c).

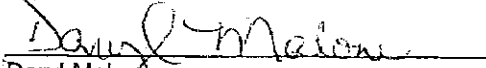
### **Section 10: General Provisions**

1. **Amendments.** Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members
  
2. **Governing Law** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Wisconsin (without regard to principles of conflicts of law)
  
3. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

4. **Attorney Fees** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.
5. **Further Effect** The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement
6. **Severability** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.
7. **Captions** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.
8. **Notices** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written

MEMBERS:

  
Daryl Malore



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www.tropicalcuisine.com

## **Tropical Cuisine LLC Menu**

**Welcome to Tropical Cuisine. Your house of good eating. A place where you can enjoy the delicious foods of the great Island of Puerto Rico.**

**Tropical Cuisine is the first and only Puerto Rican Restaurant in Madison, WI.**

### ***Appetizers:***

**Alcapurias**

**Rellenos de Papa**

**Rellenos de Yuca**

**Pastelillos de Pollo**

### ***Sopas de:***

**Platanos**

**Pollo y Fideos**

**Sopa del Dia**

### ***Sandwiches:***

**Biftec**

**Pernil**

**Pollo**

## ***Side Orders:***

**Arroz blanco**

**Arroz guisado**

**Tostones**

**Amarillos**

**Aranitas**

**Habichuelas**

**Papa frita**

**Guineos en escabeche**



**Cubano**

**Tostones Rellenos**

**Jibarito/Criollo???**

***Mofongos Rellenos en Salsa Criolla de:***

**Camarones**

**Pollo**

**Pulpo**

***Especiales de nuestro fogon diariamente:***

**Estos platos salen con arroz blanco y habichuelas or arroz con gandules tostones or amarillos.**

**Bistec encebollado**

**Carne Frita encebollada**

**Pernil al horno**

**Carne de Res Guisada**

**Pollo al Horno**

**Chuletas Fritas**

**Pechuga a la plancha**

**Pescado Frito (Tilapia)**

**Arroz Frito con:**

**Camarones**

**Pulpo**

**Calamar**

**Pollo**

**La canoa Latina**

**Plato de Crema de platano con mofongo**

**arriba chicharon de pollo o carne Frita encebollada**

**Bistec encebollada**

**La Granjita**

**Lomo de cerdo Relleno de mofongo**

**Chicken Pasta Wok**

**Pork Pasta Wok**

**Shrimp Pasta Wok**

***Especial de Dia:***

**Lunes**

**A la Jardiner**

**Martes**

**Costillas en Salsa**

**Miercoles**

**Lasagna pan con Ajo**

**Jueves**

**Pavo al Horno con gravy**

**Viernes**

**Pollo a la BBQ**

**Salen con arroz blanco, habichuelas o arroz guisado y tostones y ensalda verde.**