

SALE OF MEMBERSHIP INTEREST

This Agreement, dated this 23 day of May, 2016, entered into by and between Clifford D. Fisher (Seller), the sole member of Blair Street BBQ, L.L.C (Company), and Star U.W.M., LLC (Purchaser);

WHEREAS, Seller, as the sole member of Company, desires to sell his entire membership interest in Company to Purchaser, on the terms and conditions set forth below; and

WHEREAS, Purchaser desires to buy from Seller his entire membership interest in Company, on the terms and conditions set forth below; and

WHEREAS, the parties desire to enter into this Agreement to set forth the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Seller's Transfer of Membership Interest. Seller, by executing this Agreement, hereby transfers his entire membership interest in Company to Purchaser, it being represented that Seller has the authority and the right to conduct the sale referenced in this Agreement.
2. Purchaser's Price. Purchaser shall pay to Seller the sum of \$ 100.00 worth ribs, upon execution of this Agreement or, in the sole discretion of Seller, at some future date to be determined by Seller. The person executing on behalf of Purchaser represents and warrants that he has the authority to enter this Agreement and bind Seller.
3. Waiver of Company Liability. Seller, who is also landlord of certain property located at 605 East Washington Avenue, Madison, Dane County, Wisconsin (Property), as landlord, waives any claim which he may have against Company for any obligations under a lease between Company and landlord, including but not limited to any outstanding rent payments, whether for real or personal property, whether payments for past, current or future rent and, further, waives any other obligations which Company owes pursuant to the lease or any addendum to that lease.
4. Agent for Liquor License. Seller, as sole member of Company, is currently designated as the agent for Company with respect to the City of Madison issued liquor license, with Property as the situs for the sale of alcohol pursuant to the terms of the license. Seller shall, at some future time, relinquish his agency to a person designated by Purchaser who will become the successor agent for the liquor license.
5. Conditions Subject to Transfer of License. As a condition for transfer of any license, Seller, as landlord, and Company, by Purchaser as the sole member, shall enter into the written lease whereby Purchaser will be the tenant under the lease for the rental of Property, including personal property (e.g., coolers, fixtures, booths, sinks and other

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items related to a restaurant/bar operation), which are currently located on Property. The lease shall upon terms and conditions acceptable to Seller, as landlord, and Company, as tenant.

- 6. Representations and Warranties of Seller. Seller represents and warrants that he is the sole member of Company and that Company is duly organized under the laws of the State of Wisconsin and is in good standing with the Department of Financial Institutions. Seller further represents and warrants that he has, as landlord agrees to and shall waive any and all claims under a prior or current lease between Seller, as landlord, and Company, as tenant.
- 7. Purchaser's Representations and Warranties. Purchaser represents and warrants that it is a limited liability company, duly organized under the laws of the State of Wisconsin and currently is in good standing with the Department of Financial Institutions. Further, Purchaser represents and warrants that Chulkee Chang is duly authorized to execute this Agreement and to bind Purchaser to its obligations under this Agreement. Purchaser represents and warrants that it will, in good faith, negotiate with Seller, as landlord, for a lease on Property.
- 8. Agency Transfer. In the event that the condition precedent, namely, the execution of the lease between Seller, as landlord, and Company, as tenant, is not entered into, Seller shall remain as agent and shall have the right to repurchase the membership interest from Purchaser on the same terms and conditions as the purchase set forth in this Agreement.
- 9. Binding Effect. This Agreement shall be binding upon Purchaser, its successors or assigns, and shall inure to the benefit to Seller, his successors, heirs or assigns.
- 10. Enforcement. This Agreement shall be construed under the internal laws of the State of Wisconsin with venue in Dane County Circuit Court. The substantially prevailing party in any action shall be entitled to recover from the other party all costs incurred in enforcing this Agreement, from notice of default through any legal process (including appeal) and shall, further, be entitled to recover from the other all reasonable attorney's fees.
- 11. Amendment. This Agreement may be amended only in writing, signed by both parties. This Agreement, further, supersedes any prior written or verbal agreement between the parties, which shall, upon execution of this Agreement, become null and void.

Effective as of the day and year set forth above.

SELLER:


Clifford D. Fisher

PURCHASER: STAR U.W.M., LLC

By:

 5/23/2016
Chulkee Chang, Authorized Signatory