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Su	bmit to n	nunicipal clerk.						Fe	deral Employer Identification 39	1017	- 808
Fo	r the lice	nse period beginni	ing			20	;	1,40	LICENSE REQUESTE	D >	
		nse period beginni endi	ng			20	, 		TYPE		FEE
									Class A beer	\$	
TO	TUE 00	N/EDNING DODY		Town of		,			Class B beer	\$	
10	THE GO	OVERNING BODY	of the:	Village of	MAIS	ISON		— [<u>[</u>] Wholesale beer	\$	
				City of	•				Class C wine	\$	
Co	unty of	DANE		Aldermanic I	Dist. No.	(if real	ired by ordinand	ce) [] Class A liquor	\$	
•	, o			,		(,	Te.	Class B liquor	\$	
· 1.	The nam	ed TINDIVIDUA	L	PARTNERSHI	P □LIM	ITED LIABII	JITY COMPANY		Reserve Class B liquor	\$	
			_	NPROFIT ORGAI					Publication fee	\$	
	hereby n	nakes application for th				ove.		L	TOTAL FEE	\$	`
2	•	dividual/partners give		•	` '		mpanies give rec	nistered n	name):		
<i>t</i> _1		E KOLLEGE			porationion	ou nobiney of	mpamee gree reg	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , , , , , , , , , , , , , , ,		
	An "Aux	iliary Questionnaire.	' Form A	T-103, must be	completed and	d attached	to this application	on by ea	ch individual applicant, by	each m	ember of a
	partners	hip, and by each offi	cer, direc	ctor and agent o	f a corporation	n or nonpro	ofit organization	and by	each member/manager an	d agent	of a limited
	liability (company. List the nar		and place of reside		erson.			.		
		Tif			Name	_		me Addr		office & Zi	
								CLEN	FITCHBURGE, W	7 53	711
		sident/Member									
		//Member								•	
	Treasure	r/Member									
	Agent >	JORDAN	MIET	: 10						**	
_		/Managers						-			
	Trade Na	me Kocle	CE K	uiB.			Busines	s Phone	Number <u>608-25</u>	7-31	611
4.									Code >	•	
5.	ls individu	ual, partners or agent o	of corpora	tion/limited liabilit	y company sub	ject to comp	oletion of the resp	onsible b	oeverage server	ПV	/
_	training c	ourse for this license p	eriod?							Yes	No
											No
									siness?	res	☑ No
8.									pany?	T Voc	☑ No
		the corporation, or an								163	[-] 140
	(c) Does	the corporation, or an	y officer, c	ilicohol haverane l	license or nerm	ilt in Wiscon	ty company, or an ein?	iy momo		□ Yes	IJ No
	(NOTE: A	ll applicants explain fu	lly on rove	area eida of this fi	orm every VES	answerin s	ections 5 6 7 an	d 8 abov	A)	□ 100	L 110
a	•	description; Describe	•								
ອ.	all rooms	includina livina auartei	s if used	for the sales, se	rvice and/orst	orage of alc	ohol beverages a	nd record	ds. (Alcohol beverages		
		old and stored only on							(((
10.		cription (omit if street a									
11.	(a) Was t	his premises licensed	for the sa	le of liquor or bea	er during the pa	ist license ye	ear?		<i></i>	Yes	☐ No
		under what name was									
12.	Does the	applicant understand t	hey must	file a Special Occ	cupational Tax	return (TTB	form 5630.5)			_/	
	before beg	ginning business? [ph	one 1-800)-937-8864]				<i></i>		Yes Yes	☐ No
13.	Does the	applicant understand a	Wiscons	in Seller's Permit	: must be applie	ed for and is	sued in the same	name as	s that shown in	-/ .	—
									,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Yes	∐ No
14.	is the app	licant indebted to any	wholesale	ir beyond 15 days	s for beer or 30	days for liqi	Jor7		,	Yes	No
READ	CAREFUL	LY BEFORE SIGNING:	Under pen	alty provided by lav	v, the applicant s	tates that eac	h of the above ques	stions has	been truthfully answered to the	best of the	knowledge
of the	signers. Si	gners agree to operate t	his busine	ss according to law	v and that the rig	hts and resp	onsibilities conferre	d by the l	license(s), if granted, will not be	e assigned	to another.
any no	uuai appiica ortion of a lie	ants and each member o censed premises during i	nspection	will be deemed a re	efusal to permit i	onicer(s), me nspection. Su	ch refusal is a misc	a cinnieu : lemeanor	Liability Companies must sign.) and grounds for revocation of the	nis license.	Ji ducess to
		AND SWORN TO BEF									
OUD?	L.Th	O-0			. 20 11		1	>(\		
this _	10"	day or · / II	wice	1	_, 20		Officer of Corporation	/Member/N	Manager of Limited Liability Compa	ny/Partner	/individual)
	Mai	1292-				*****	. (1				
-	1.000	Slerk/Not	ary Public)		140.0	V XIOW	(Officer of Corpor	ration/Mem	ber/Manager of Limited Liability C	ompany/Pa	rtner)
Му сс	mmission	expires	Ct.2	6,2011					L 447		A=.3
						OTAR	(Additional Parti	ner(s)/Mem	ber/Manager of Umited Liability C	ompany if A	iny)
		ETED BY CLERK		As a sum of the second	= 17		3	Nancture '	Clork / Danist : Clade		
Date re	eceived and fi unicipal clerk	led 3-211-11 Da	ne reported	to council/board	Late prov	ristonat ticciise	SSURM	oignature of	Clerk / Deputy Clerk		1.
	cense granted		ite license is	sued	cicense r	umber issued					
					17	*******	143.		16P 4	Doord	l of De
AI-106	(R. 4-09)					of Wisc	, · ·		Wisconsin	veparment	t of Revenue
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OLIGUA PATOM

The terms of

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Kollege Klub License Application

- Sellers Permit # 85748
- Federal Employer ID # 391 017 808

• Written Description of Premise

The premise is located in the basement of the existing residential building located at 529 N Lake St. There is approximately 4700 square feet in whole and approximately 3500 square feet available to clientele. The occupancy established by the City of Madison is 305. There are three separated areas of assembly. There are two bars for food and alcohol service, one ~40 foot bar located in the "main bar room" and another ~ 30 foot bar in the "back bar room". There are tables and seating spread throughout and designated areas for games such as darts, pool and ect. Alcohol storage is through the kitchen, office and mechanical room from the customers area of assembly. There are 5 exits located throughout the common area.

City of Madison Supplemental Class B License Application

四四四	Seller's Permit Number Federal Employer Identification # Notarized Original Application Form Notarized Supplemental Form Orange Sign (Clerk's Office provides at time of application) Written Description of Premise Background Investigation Form(s) W Notarized Transfer of Ownership W *Articles of Incorporation W *Notarized Appointment of Agent * Corporation/LLC only						
1.	. Name of Applicant/Partner/Corporation/LLC KOLLEVE KLUB INC.						
	. Address of Licensed Premise 529 N LAKE ST MADISON WI 53703						
3.	. Telephone Number: 608-257-3611 4. Anticipated opening date: $\sqrt{\Lambda}$						
5.	5. Mailing address if not opening immediately/ +						
6.	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	d by the neighborhood? □ Yes ☑ No					
	Explain/1						
8.	1	of operation: BARE RESTAURANT	SERVING FROM				
9.	Do you plan to have live entertainment. Detailed written description of building size and all areas where alcohol bevera below shall not be expanded or chan	m-th, & Am to 2:30 AM FR TYS OPEN FROM 9 PM to PISK In No Yes—What kind? PISK In the property of the Common service of the Commo	rangements, capacity, bar ed premise described on Council.				
11.	DIVIDED 100 0 3 ARENS AND ESTABLISHED CAPACITY IS 305. ALCOHOL IS SERVED AT THE SO' FRONT BAR OR THE 301 BACK BAR. STORAGE ROOM IN OFFICE 1. Are any living quarters directly or indirectly accessible and under control of the applicant? Yes VNO SO FF OF Please note that alcohol may be sold and stored only on the licensed premise, not in living quarters. OF CLOUDE						
12.	Describe existing parking and how part	king lot is to be monitored/_					
		, staffing levels, duties and employee train					
	had a cool : I HAVE MANAGED THE	BAR COMPLETELY SINCE 200"	7. STUFF INCLUDES				
14.	Identify the registered agent for your oprocess, notice or demand required or p	Corporation or LLC. This is your corporation or the served on the corporation of the corp	tion's agent for service of oration.				
	Name Name 2640 FA	HEY GLEN FITCHBURG, WISET.	<u>// </u>				

15	Utilizing your market research, who would you project your target market to be?
	DOWNTOWN MADISON RESIDENTS AND STUDENTS STAFF OF UNIVERSITY OF WISCONSIN
16	What age range would you hope to attract to your establishment?
17.	Describe how you plan to advertise/promote your business. What products will you be advertising?
	DIRECT MARKETING TO FACULTY BUILDINGS AND STUDENT HOUSING, SOCIAL MEDIA AND MODE MOUTH. Promoting OUR BREAKFAST & LUNCH STELIALS, SPECIAL
18.	Are you operating under a lease or franchise agreement? Yes (attach a copy) \(\subseteq \text{NO} \) \(\subseteq \text{PPLIALS}. \)
19.	Owner of building where establishment is located: wisconer of building where establishment is located:
	dress of Owner: 2040 S. PARK St, WHOISON, WI 53713 Phone Number 258-2080
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?
21.	List the Directors of your Corporation/LLC
	JORDAN MEIER 2640 FAHEY CLEN FITCHBURG WI 53711 Name Address
	Name Address
	Name Address
22.	List the Stockholders of your Corporation/LLC
	JUNDAN METER 11 /00°70 Name Address % of Ownership
	Name Address % of Ownership
	Name Address % of Ownership
	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 S Lunch Dinner What type of food will you be serving, if any? Breakfast S Lunch Dinner APPS 9PM - CLOSE
•	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? 8 AM - BARTIME (open to close)

28. Indicate any other product/service offered. APPAPEL, 69AMES AND ENTERIMMENT, CONT. CHEC. 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? ~ 30 During what hours do you anticipate they will be on duty? // 10M - CLOSE 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? /5 - 20
 30. Will you have a kitchen support staff? Yes □ No 31. How many wait staff do you anticipate will be employed at your establishment? During what hours do you anticipate they will be on duty? // Am - close 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? //
31. How many wait staff do you anticipate will be employed at your establishment? ~ 30 During what hours do you anticipate they will be on duty? //4m - ccose 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? / 5 - ≥0
During what hours do you anticipate they will be on duty? //www - close 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? /5 - 20
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? / ✓ ✓ ✓ ✓
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? /5 - ≥0
If yes, how many bar stools do you anticipate having at your bar? /5-20
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? 25.75
39. If your business plan includes an advertising budget, what percentage of your advertising budget do you
anticipate will be related to food?
What percentage of your advertising budget do you anticipate will be drink related?
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
11. 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 you	ır estimated	capacity?	305	-
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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	75 %
Gross Receipts from Food and Non-Alcoholic Beverages	20 %
Gross Receipts from Other	5 %
Total Gross Receipts	100%

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 by day of March, 2011

My commission expires Oct. 26,2014

Offices of Conception Member of LLC/Partner/Individual)

NOTARY

PUBLIC

Appointment of New Liquor/Beer Agent

The state of the s	or Member of LLC
I, JORDHN MEIER, Off	icer/member for KOLLEGE KLUB INC
(Corporation/LLC), doing business as 17-45 A	ROLLEGE KULB, authorize and appoint
JORDAN MEIER	(Name) as the liquor/beer agent for the premise
located at 529 N LAKE ST, MADI.	soN, W1, 53703
Subscribed and sworn to before me thisDay of, 20	Signature of Officer/Member
Notary Public, Dane County, Wisconsin	
My Commission Expires	
T.	
To be completed by appointed Liquor/B	
I, JORAAN MEIER	, appointed liquor/beer agent for
KOLLEGE KNIB INC (nam	ne of Corporation or LLC), being first duly sworn
say I have vested in me, by properly authorized	and executed written delegation, full authority
1 . 1 0.1 . 1 . 1 . 1 . 1 . 1	and executed written deregation, run authority
and control of the premise described in the licer	nse of such corporation or limited liability
and control of the premise described in the licer company, and I am involved in the actual condu	ase of such corporation or limited liability
- 	nse of such corporation or limited liability uct of the business as an employee, or have a
company, and I am involved in the actual condu	nse of such corporation or limited liability act of the business as an employee, or have a sensee, therein relating to the intoxicating

The appointed Liquor/Beer Agent must complete the other side of this form.

STOCK PURCHASE AGREEMENT

	This Pu	rchase	Agreement (this	"Agree	ment") i	s dated	effective :	as of the $_$	_ day
of	, 20	(the "	Effective Date"),	by and	among,	Jordan l	Meier (" P	urchaser")	and
Bruce Meier ("Seller")	١.							

RECITALS:

- A. Seller owns ______ shares of Class A common stock of Kollege Klub, Inc., a Wisconsin corporation ("Kollege Klub" or the "Company").
- B. Purchaser desires to purchase all of the shares of Kollege Klub's common stock owned by Seller (the "**Purchased Stock**") effective as of the Effective Date, and Seller desires to sell the Purchased Stock to Purchaser, on the terms and conditions set forth herein.
- C. The Purchaser has an intimate knowledge of the operations and finances of the Company.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: PURCHASE AND SALE OF PURCHASED STOCK

Section 1.1 <u>Purchase and Sale of Purchased Stock</u>. Subject to the terms and conditions of this Agreement, at the Closing (as defined below) and effective as of the Effective Date Seller shall sell the Purchased Stock to Purchaser and Purchaser shall purchase the Purchased Stock from Seller.

ARTICLE 2: PURCHASE PRICE

- Section 2.1 <u>Purchase Price</u>. The purchase price (the "**Purchase Price**") for the Purchased Stock shall be Five Hundred Thousand Dollars (\$500,000.00).
- Section 2.2 <u>Method of Payment</u>. At the Closing, Purchasers shall deliver to Seller the aggregate amount of Five Hundred Thousand Dollars (\$500,000.00) by Fifty Thousand Dollars (\$50,000.00) in cash, by cashier's check or by wire transfer of immediately available funds to an account designated by Seller and by Purchaser executing a Promissory Note in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) which shall be in a form substantially similar to Exhibit A.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLERS

Seller makes the following representations and warranties to Purchaser, each of which is true and correct on the Effective Date, shall remain true and correct to and including the Closing Date and shall survive the Effective Date and the Closing.

Section 3.1 <u>Capitalization of the Company</u>.

w.		

- (a) Seller is the record owner of all of the issued and outstanding common stock of Kollege Klub ("Common Stock"). All such shares are validly issued, fully paid and nonassessable, except to the extent provided by Section 180.0622(2)(b) of the Wisconsin Business Corporation Law.
- (b) The Company has not authorized or granted any call, option, warrant, subscription, preemptive right, conversion right or other right to shares of Common Stock that is currently unexercised or outstanding.
- Section 3.2 <u>Power and Title of Seller</u>. Seller has full power, legal right and authority to enter into, execute and deliver this Agreement and the other agreements, instruments and documents contemplated hereby, and to carry out the transactions contemplated hereby. Seller has, and at the Closing Purchaser will receive, good and marketable title to the Purchased Shares to be sold by Seller hereunder, free and clear of all pledges, security interests, mortgages, liens, trust agreements, constructive or resulting trusts, rights of first refusal, options or other encumbrances ("**Liens**"). The Purchased Shares are not subject to any options, calls, contracts or commitments of any character or to any restrictions with respect to transferability that will not be released or waived at or prior to the Closing.
- Section 3.3 <u>Enforceability</u>. This Agreement, including each of the agreements, instruments and documents contemplated hereby to which Seller is a party, has been duly and validly executed and delivered by Seller and is the legal, valid and binding obligation of Seller, enforceable in accordance with its respective terms.
- No Violation. To the best of Seller's knowledge, neither the Section 3.4 execution and delivery of this Agreement or the agreements, instruments and documents contemplated hereby nor the consummation by the Purchaser and Seller of the transactions contemplated hereby and thereby (a) will violate any statute, law, ordinance, rule or regulation (collectively, "Laws") or any order, writ, injunction, judgment, plan or decree (collectively, "Orders") of any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other (collectively, "Government Entities"), (b) will require any authorization, consent, approval, exemption or other action by or notice to any Government Entity, or (c) will violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien upon any of the assets of the Company or the Purchased Shares under, any term or provision of the Articles of Incorporation or By-Laws of Kollege Klub, or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which the Purchaser or Seller is a party or by which the Purchaser or Seller or any of its or their assets or properties (including the Purchased Shares) may be bound or affected.
- Section 3.5 <u>Litigation</u>. To the best of Seller's knowledge there is no litigation, investigation, arbitration or other proceeding ("**Litigation**") pending or threatened against or relating to the right or ability of Seller to consummate the transactions contemplated by this Agreement. Seller is not aware of any basis for any Litigation that may restrict or affect Seller's ownership of the Purchased Stock.

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Section 3.6 <u>Brokers or Finders</u>. Seller has not incurred any obligation or Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

Section 3.7 <u>Claims</u>. Seller has no knowledge of any Claim against any of the Company and Seller has no knowledge of any circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to any such Claims, except commercial liabilities and obligations incurred in the ordinary course of the Company's business and consistent with past practice.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Purchaser makes the following representations and warranties to Seller, each of which is true and correct on the Effective Date, shall remain true and correct to and including the Closing Date and shall survive the Effective Date and the Closing.

- Section 4.1 <u>Enforceability</u>. This Agreement, including each of the agreements, instruments and documents contemplated hereby to which Purchaser is a party, has been duly and validly executed and delivered by Purchaser and is the legal, valid and binding obligation of Purchaser, enforceable in accordance with its respective terms.
- Section 4.2 No Violation. To the best of Purchaser's knowledge, neither the execution and delivery of this Agreement or the agreements, instruments and documents contemplated hereby nor the consummation by the Purchaser and Seller of the transactions contemplated hereby and thereby (a) will violate any Laws or Orders of any Government Entities, (b) will require any authorization, consent, approval, exemption or other action by or notice to any Government Entity, or (c) will violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien upon any of the assets of the Company under, any term or provision of the Articles of Incorporation or By-Laws of Kollege Klub, or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which the Purchaser or Seller is a party or by which the Purchaser or Seller or any of its or their assets or properties (including the Purchased Shares) may be bound or affected.
- Section 4.3 <u>Litigation</u>. To the best of Purchaser's knowledge there is no Litigation pending or threatened against or relating to the right or ability of Purchaser to consummate the transactions contemplated by this Agreement. Purchaser is not aware of any basis for any Litigation that may restrict or affect Purchaser's ability to purchase the Purchased Stock.
- Section 4.4 <u>Brokers or Finders</u>. Purchaser has not incurred any obligation or Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.
- Section 4.5 <u>Claims</u>. Purchaser has no knowledge of any Claim against any of the Company and Purchaser has no knowledge of any circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to any such Claims,

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except commercial liabilities and obligations incurred in the ordinary course of the Company's business and consistent with past practice.

ARTICLE 5: COVENANTS AND AGREEMENTS

Section 5.1 <u>Waiver of Rights</u> . (a) Effective as of the Effective Date,	Seller
hereby acknowledges receipt of consideration in satisfaction of all obligations, claims a	nd
judgments which the Seller holds of the Purchaser and the Company, except as set forth	herein.
In exchange for such consideration, the Seller absolutely, unconditionally and irrevocal	oly
releases and discharges the Purchaser from all claims that the Seller may have against t	he
Purchaser arising prior to the Closing Date, including without limitation, any claims to	any
profits of the Company arising after the Effective Date. Seller further agrees that in the	event of
an adjustment of an income tax return, Seller shall be solely responsible for any adjustr	nent to
Seller's personal income through,	
(b) Effective as of the Effective Date, Purchaser hereby ackn	owledges

(b) Effective as of the Effective Date, Purchaser hereby acknowledges receipt of consideration and satisfaction of all obligations, claims and judgments which the Purchaser holds of the Seller, except as set forth herein. In exchange for such consideration, Purchase absolutely, unconditionally and irrevocably releases and discharges the Seller from all claims that the Purchaser may have against the Seller arising prior to the Closing Date, including without limitation, any claims related to any outstanding indebtedness of the Company arising or existing after the Effective Date.

Purchaser to execute this Agre hereby covenants and agrees the	ement and complete and for a period of	Subject to the Closing, and as an inducement to lete the transactions contemplated hereby, Seller f three (3) years from the Closing, Seller will not erest in any business or the affiliate of any or (ii) a
	within a	mile radius of any facility owned or
operated by the Company as o	f the Closing.	

Section 5.3 <u>Further Assurances</u>. From time to time, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such documents and take such other action as Purchaser may reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

ARTICLE 6: CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS

Each and every obligation of Purchaser to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

Section 6.1 <u>Representations and Warranties True on the Closing Date</u>. Each of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Effective Date and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or to which Purchaser has consented in writing.

- Section 6.2 <u>Compliance With Agreement</u>. Seller shall have performed and complied with all of their respective agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or on the Closing Date, including, without limitation, the delivery of the closing documents specified in <u>Section 8.1</u> and the delivery of the Purchased Stock, free and clear of all Liens.
- Section 6.3 <u>Absence of Litigation</u>. No Litigation shall have been commenced or threatened against Purchaser, Seller, or the Company or any of the officers or directors of any of the foregoing, with respect to the transactions contemplated hereby.

ARTICLE 7: CONDITIONS PRECEDENT TO SELLERS' OBLIGATIONS

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

- Section 7.1 <u>Compliance With Agreement</u>. Purchaser shall have performed and complied with all of Purchaser's agreements and obligations under this Agreement which are to be performed or complied with by Purchaser prior to or on the Closing Date, including the delivery of the closing documents specified in <u>Section 8.2</u>.
- Section 7.2 <u>Absence of Litigation</u>. No Litigation shall have been commenced or threatened against Purchaser, the Company, Seller or any of the officers or directors of any of them, with respect to the transactions contemplated hereby.

Section 7.3	Release of Guarantee. Release of Seller's individual guarantees of
loans of the Company with _	, or any other lender.

ARTICLE 8: CLOSING

The closing of the transactions contemplated herein (the "Closing") shall take place at the offices of Sweeney & Sweeney, S.C. at 9:00 a.m. on _______, 2011 (the "Closing Date"), or at such other time and place as the parties hereto shall mutually agree. The effective date of the transactions contemplated by this Agreement shall, for all purposes, be the Effective Date.

- Section 8.1 <u>Documents to be Delivered by Sellers</u>. At the Closing, Seller shall deliver, or shall cause the delivery of, the following documents and instruments to Purchaser, in each case duly executed or otherwise in proper form:
- (a) <u>Stock and Unit Certificate(s)</u>. Original stock and limited liability company unit certificates representing the Purchased Stock, duly endorsed for transfer to Purchaser or with duly endorsed transfer powers transferring the Purchased Stock to Purchaser;
- (b) <u>Resignations</u>. Resignations of Seller as an officer and director of the Company dated and effective as of the Effective Date.

- (c) <u>Other Documents</u>. All other documents, instruments or writings required to be delivered to Purchaser at or prior to the Closing pursuant to this Agreement, and such other documents as Purchaser may reasonably request.
- Section 8.2 <u>Documents and Items to be Delivered by Purchaser</u>. At the Closing, Purchaser shall deliver, or shall cause to be delivered, to Sellers the following documents and instruments, in each case duly executed or otherwise in proper form:
- (a) <u>Purchase Price</u>. The Purchase Price, in the form and manner specified in <u>Article 2</u>.
- (b) <u>Other Documents</u>. All other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement, and such other documents as Seller may reasonably request.

ARTICLE 9: INDEMNIFICATION

- Section 9.1 <u>Indemnification</u>. Each party shall indemnify, defend and hold harmless the other party from and against all Claims (as such term is defined below) asserted against, resulting to, imposed upon, or incurred by the indemnified party, directly or indirectly, by reason of the inaccuracy or breach of any representation or warranty of the indemnifying party contained in or made pursuant to this Agreement. As used in this <u>Article 9</u>, the term "Claim" shall include (i) all debts, indebtedness, guaranties, endorsements, claims, losses, damages, deficiencies, costs, expenses, obligations or responsibilities, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured and obligations; (ii) all losses, damages, judgments, awards, settlements, costs and reasonable expenses, penalties, court costs and reasonable attorneys' fees and expenses; and (iii) all demands, claims, suits, actions, reasonable costs of investigation, causes of action, proceedings and assessments.
- Section 9.2 <u>Payment</u>. The indemnifying party shall promptly pay the indemnified party any amount due under this <u>Article 9</u>, which payment may be accomplished in whole or in part, at the option of the indemnified party, by the indemnified party setting off any amount owed to the indemnifying party by the indemnified party.
- Section 9.3 <u>No Waiver</u>. The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any party of its rights to indemnification hereunder, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Claim at or before the Closing, and regardless of whether such breach, violation or failure is determined to be "material."
- Section 9.4 <u>Survival</u>. The representations, warranties, and covenants of each party contained in this Agreement or in any document referred to herein or delivered at the Closing shall survive the Closing.

ARTICLE 10: MISCELLANEOUS

Section 10.1 <u>Disclosures and Announcements</u>. Except as and to the extent required by law, or as otherwise provided in this <u>Section 10.1</u>, without the prior written consent of the other parties hereto, neither Purchaser nor Seller will make, or cause the Company to make, any public comment, statement, or communication with respect to, or otherwise to disclose the existence of this Agreement or any of the terms, conditions, or other aspects of the transactions for which provision is made in this Agreement. Notwithstanding the foregoing, the Company may distribute a communication package approved by Purchaser (which approval shall not be unreasonably withheld) to employees of the Company.

Section 10.2 <u>Assignment; Parties in Interest</u>. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other parties. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, personal representatives, successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

Section 10.3 <u>Law Governing Agreement</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

Section 10.4 <u>Amendment and Modification</u>. Seller and Purchaser may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

Section 10.5 <u>Notice</u>. All notices, requests, demands and other communications hereunder shall be given in writing and shall be personally delivered, sent by facsimile transmission or other electronic means of transmitting written documents or sent to the parties at their respective addresses indicated herein by certified U.S. Mail, return receipt requested and postage prepaid, or by U.S. or private overnight courier service. The respective addresses and facsimile numbers to be used for all such notices, demands or requests are as follows:

(a) If to Pu	rchaser, to:	(with a copy to)	,
Jordan Meier			
() Facsimile:		Facsimile:	

(or to such other person or address as may have been designated from time to time by notice in writing)

-			

(b) If to Seller, to:

(with a copy to)

Bruce Meier

1840

Mul

Facsimile:

Patrick S. Sweeney Sweeney & Sweeney, S.C. 440 Science Drive, Suite 101 Madison, WI 53711

Facsimile: 608-238-8262

(or to such other person or address as may have been designated from time to time by notice in writing)

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communications shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

Section 10.6 Expenses. Seller shall pay and shall indemnify, defend and hold Purchaser and its affiliates harmless from and against each of the following: (a) any sales, use, excise, transfer or other similar tax imposed with respect to the transactions provided for in this Agreement and any interests or penalties related thereto; and (b) all fees and expenses of Seller's own financial planning counsel in connection with the transactions contemplated hereby. Each party shall pay and shall indemnify, defend and hold the other party harmless from and against all fees and expenses of its legal, accounting and other professional counsel and all reasonable fees and expenses of the indemnifying party's legal and accounting counsel incurred in connection with the transactions contemplated hereby. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its agents in connection with the transactions contemplated hereby.

Section 10.7 <u>Jurisdiction: Service of Process</u>. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Wisconsin, County of Dane or, if it has or can acquire subject matter jurisdiction, in the United States District Court for the Western District of Wisconsin, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process and pleadings mailed to a party at the address provided in Section 10.5 shall be deemed properly served and accepted for all purposes.

Section 10.8 <u>Entire Agreement</u>. This Agreement, together with any agreements attached hereto as exhibits, embodies the entire agreement among the parties hereto and thereto with respect to the transactions contemplated herein and therein, and there have been and are no agreements, representations or warranties among the parties other than those set forth or provided for herein or therein.

Section 10.9 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Such counterparts may be executed and delivered by facsimile.

Section 10.10 <u>Headings</u>. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, or caused it to be duly executed, effective as of the date first set forth above.

[PURCHASER]	[SELLER]
By: Name:	By:Name:
By:	
Name:	

Exhibit A

Promissory Note

		:

INDIVIDUAL ACKNOWLEDGMENT

State ofWI County of _DANE	On this the 16 day of MARCH, 20 11, before me, MAI XIONG the undersigned Notary Public, personally appeared
NOTARY PUBLIC	personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) JORDAN MEIER subscribed to the within instrument, and acknowledged that he/she executed it. WITNESS my hand and official seal.
F OF WISCON	Mai Vis Signature
ATTENTION NOTARY: Although the information document. This certificate must be attached to the	on requested below is optional, it could prevent fraudulent attachment of this certificate to another ne document described below:
Title or Type of Document <u>STOCK PUR</u>	CHASE AGREEMENT
Number of Pages: 10	
Signer(s) other than named above BRUC	E MEIER



United States of America State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Secretary, Department of Financial Institutions, do hereby certify that

KOLLEGE KLUB, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 26, 1962.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 16, 2011.

RAY ALLEN, Deputy Secretary Department of Financial Institutions

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: http://www.wdfi.org/apps/ccs/verify/

Enter this code:

89377-3DF2BBDE

FLOOR PLAN SCALE: 18 = 1'-0" K R U S E R PRINT RECORD 10,09,09 Occupancy Analysis 3306 Prairie Glade Road Middleton, WI 53562 608.279.9722 kruserarch@charter.net OCCUPANCY ANALYSIS for: KLUB CONTRACTOR 邢 A PROJECT EXIT | WIDTH | FACTOR* OCCUPANTS SEX NO. W.C.'s NO. REQ'D REQ'D / SEX OCCUPANCY 320 123 OCCUPANCY ANALYSIS 160 130 123 160 320 168 168 208 82 (CONTROLLED BY NUMBER OF PLUMBING FIXTURES) NUMBER OF OCCUPANTS ALLOWED: 1/0.3 1/0.3 1/0.3 1/40 1,043 SF 4 (allowed) 1 / 40 698 SF 844 SF 841 SF TOTAL OCCUPANTS AREA *NOT SPRINKLERED PLUMBING FIXTURES 3. EGRESS WIDTH AREA 1A ASSEMBLY - STANDING SPACE (5 SF PER OCCUPANT) AREA 2
ASSEMBLY - STANDING SPACE
(5 SF PER OCCUPANT) AREA 1B ASSEMBLY - STANDING SPACE (5 SF PER OCCUPANT) 39 37 AREA 1B ASSEMBLY - FIXED SEATING (PER NUMBER OF SEATS) TOTAL TOTAL 1. AREA **AREA 1A** CAPACITY = 208 12 AREA 1 CAPACITY = 290 **AREA 3**CAPACITY = 168 BAR 8 Sept 1/ 1882 $\Theta\Theta\Theta$ 8 **AREA 2**CAPACITY = 168 NΝ EXIT AREA 1B CAPACHY = 82 FIXED SEATING) LANGDON ST

629 NORTH LAKE ST

KOLLEGE

529 N LAKE STREET MADISON, WI

© COPPRICHT ~ OCTORIB 2009 RRUSER ARCHITECTURE, INC.

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All Menu Items Available for Carry Out Call 257-3611

MUNCHIES By the Basket

ppicy fries \$2.50/\$3.00 French Fries \$2.00/\$2.50 Onion Rings \$4.00 Aushrooms \$4.00 Cheese Puffs \$4.00 Chicken Wings \$4.00 Anozzarella Siicks \$4.00 Ahicken Tenders \$4.50
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Choice of sauces: Ranch, BBQ, Honey Mustard, Blue Cheese Add 25¢



SALADS

•Ripe Olives •Salsa \$5.70 Taco Ground Beef Beef Taco Salad Lettuce • Iomato Cheddar Cheese Chicken Taco Salad

• Seasoned Chicken Ripe Olives • Salsa Cheddar Cheese Lettuce
 Tomato \$5.70

Served with Sour Cream and Guacamole. CHISP FRESH

Dressing Choices: 1000 Island, Italian, Low Cal. French, Blue Cheese, Ranch
Stuffed Tomato Salad\$5.50 Served with a choice of chicken or tuna, roll & butter.
Small Dinner Salad with Roll & Butter\$4.00 Served with tomato, egg, onion, auaumbers. Cheese 25¢ extra.
K.K. Chef Salad\$6.00 lurkey, ham, cheese, assoried veggies, roll & buller.
Grilled chicken Caesar Salad\$6.25 Served with Romaine lettuce.

TEX-MEX SOUTHWEST CORNER

CHICKEN FAJITA

Tender chicken and mixed veggies wrapped in a lortilla, served with salsa, sour cream and guacamole. Also with a small salad and nacho chips. \$6.95

TEX-MEX TACO BASKET

2 soft shell tacos, your choice of chicken, or beef, chips, salsa and sour cream

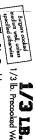
CHICKEN QUESA DILLA

Grilled flour tortilla, methed cheddar cheese, served with salsa, sour cream and nacho chips. \$6.50



Nacho chips smothered in seasoned beef or chicken, cheddar cheese, tomatoes and salsa. Served with sour cream dip and guacamole. \$6.00

5.5% Sales Tax Not Included



1/3 LB. HAMBURGERS

	Served w
1/3 lb. Cheeseburger]/3 lb.
Served on a loasted bun.	Served or
1/3 lb Hamburger \$4.00	1/3 lb
Mushroom Burger	Mushro
Served on a dark bun with grated cheddar, lettuce, tomato, and a slice of row onion.	Served on
or Burger	Bucky B
1/3 lb. Klub Burger) / 3 b.
onion and 1000 Island dressing.	onion and
The Big Daddy	The Big
and otherwise 1, one increased steading on the climbs and a linear	ind otherwise



5 oz. Grilled Chicken Breast Sandwiches

BBQ Chicken Breast\$6.00 Chicken Klub\$6.50 Served with Swiss or American cheese and bacon. 5 oz. Grilled Chicken Breast Served with Chips, Pickle, Lettuce and Tomato. .\$5.75



Deep fried chicken filet strips served with fries and choice of BBQ sauce or honey mustard. **\$6.00**

FRESH WRAPS

Grilled Chicken Caesar\$6.50
Sliced grilled chicken breast, served with lettuce, tomato, grated partnerson cheese and a side of Caesar dressing. Crispy Chicken Wrap\$5.00
fried and diced chicken lenders, served with lettuce, tomato, shredded checked cheesa and a side of honey mustard dressing. Tuna or Chicken Salad Wrap
Served with leituce, tomato and potato chips.
Add a cup of soup or chill for \$1.50



Served Hat or Cold with Chips and Pickles.
Choice of bread: White, Whole Wheat, Dark Rye or Hard Roll.

Roast Beef Corned Beef Turkey Breast

Deluxe (no charge): Lettuce, tomato, salad dressing (Cheese add 25¢) American, Swiss, cheddar, provolone cheese

Ask About Our Group Discounts & Private Party Facilities. Consuming raw or undercooked meat, poultry or eggs may increase your risk of foodborne illness.

GRILLED SANDWICHES

Served with Chips and a Pickle

KLASSIC SANDWICHES

Bagel BLT (With cream cheese) The Klassic Klub Sandwich. Turkey BLT /4 lb. Fish Sandwich (With tartar sauce and lemon) Served with Chips and a Pickle.\$6.00 .\$5.00

SOUP OR CHILI (In season)

 Served with Crackers Cup: \$2.50Bowl: \$3.25



BEVERAGES



We're Happy to Offer GROUP DISCOUNTS! (608) 257-3611 5.5% Sales Tax Not Included.

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TOTAL CONTRACTOR CONTR

THE KOLLEGE KLUB

ON THE SIDE

With cream cheese	äge]gr	oast	American Fries	`ash
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JUICES



BEVERAGES

Coffee: \$1.20 lea: .75¢ Hot Chocolate: \$1.25

BUILD YOUR OWN OMELET

Served with Toast or English Muffin.

ian Bacon: 50¢	Cheese: 50¢	Turkey: 50¢	Ham: 50¢	
Tomato: 25¢	Onion: 25¢	Green Pepper: 25¢	Mushrooms: 25¢	

5.5% Sales Tax Not Included

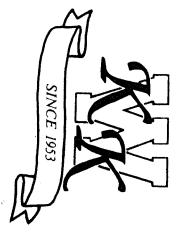
Sour Cream: 30¢



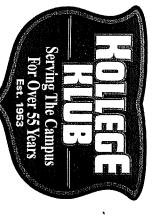
* BIRTHDAY PARTY

- * RETIREMENT PARTY
- * BUSINESS MEETING
- * FRATERNITY OR SORORITY MEETING?

Call to Reserve Our Back Room
Free of Charge!



We're Happy to Offer GROUP DISCOUNTS! (608) 257-3611
Fax (608) 257-9811





MET



MON

KOLLEGE __

MADISON, WISCONSIN

Mail :: Sent: Kollege Klub License Application

Date: Wed, 16 Mar 2011 12:11:50 -0400 [12:11:50 PM EDT]

From: jordan@thekollegeklub.com

To: district8@cityofmadison.com

Subject: Kollege Klub License Application

Mr. Eagon,

I am contacting you in regards to the application of the "new" Class B Liquor License at 529 N Lake St, DBA The Kollege Klub. As I am sure you are aware, prior to submitting the application, the City of Madison asks that the applicant contact you and a few other city officials. If you have any questions or concerns about this application, please feel free to contact me at any time.

Just for your information, I would like to mention that while this is considered a "new" application, the business itself will not be changing besides the ownership. I am in the process of buying the business from its current owner, my father, and plan to continue business as usual at The Kollege Klub besides a few minor managerial and operational adjustments. It is simply a matter of process to file a "new" application instead of renewal of the exsisting license.

Again, if you have any questions, comments or concerns regaurding this or anything relevant to The Kollege Klub now or in the future, please do not hesistate to contact me directly. I take pride in establishing and maintaining an open and cooperative relationship with the City and its officials. Thank you for your time.

Sincerely,

Jordan P Meier The Kollege Klub W - 608.257.3611 C - 608.213.7999

Date: Wed, 16 Mar 2011 12:15:45 -0400 [12:15:45 PM EDT]

From: jordan@thekollegeklub.com

To: mwoulf@cityofmadison.com

Subject: Kollege Klub License Application

Mr. Woulf,

I am contacting you in regards to the application of the "new" Class B Liquor License at 529 N Lake St, DBA The Kollege Klub. As I am sure you are aware, prior to submitting the application, the City of Madison asks that the applicant contact you and a few other city officials. If you have any questions or concerns about this application, please feel free to contact me at any time.

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Sincerely,

Jordan P Meier The Kollege Klub W - 608.257.3611 C - 608.213.7999

ps, Congratulations on your new position as Alcohol Policy Coordinator. I met with Katherine on a semi regular basis before she left and still meet with Sgt Tony Fiore regularly. I will let you know the next time we schedule a meeting and hope that you will be able to join.

Date: Wed, 16 Mar 2011 12:16:50 -0400 [12:16:50 PM EDT]

From: jordan@thekollegeklub.com

To: cgloede@cityofmadison.com

Subject: Kollege Klub License Application

Captain Gloede,

I am contacting you in regards to the application of the "new" Class B Liquor License at 529 N Lake St, DBA The Kollege Klub. As I am sure you are aware, prior to submitting the application, the City of Madison asks that the applicant contact you and a few other city officials. If you have any questions or concerns about this application, please feel free to contact me at any time.

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Sincerely,

Jordan P Meier The Kollege Klub W - 608.257.3611 C - 608.213.7999