



INTENT TO SELL

Date 5-29-20

I (we), Wadsworth Old Chicago, Inc.

(Name of Owner, Partners, or Managing Officer)

DBA Old Chicago

hereby notify the Liquor License Officer of Independence, Missouri, of my (our) intention to sell or change ownership in the aforementioned business under the provisions of Chapter 2 of the City Code of Independence, Missouri. I (we) also acknowledge that I (we) am (are) responsible for the licensed premises and will remain in active control and management until the sale is approved by the City of Independence, Missouri, and a new license is issued.

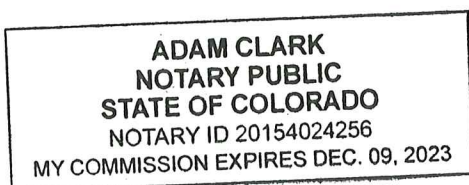
Signature 


Signature _____

Signature _____

Signature _____

Subscribed and sworn to before me this 29th day of May, 2020.




Notary Public
12/09/2023
My Commission expires



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

CREDITOR'S AFFIDAVIT

Date 5-29-20

I (we), Wadsworth Old Chicago, Inc.

seller of the business known as Old Chicago

do hereby affirm that I (we) have no outstanding liquor bills to any wholesaler, or I (we) have notified all wholesalers to whom I (we) owe money of my (our) intent to sell the business.

Signature 

Signature _____


Signature _____

Signature _____

Subscribed and sworn to before me this 29th day of May, 2020

ADAM CLARK
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 20154024256
MY COMMISSION EXPIRES DEC. 09, 2023


Notary Public

12/9/2023
My Commission expires



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

AFFIDAVIT

Application is hereby being made for a
license to SELL X or
MANUFACTURE _____
RETAIL X WHOLESALE _____
DATE TO BEGIN SALES _____

X _____ Intoxicating Liquor by
_____ Drink
_____ Malt Liquor/Wine by
_____ Drink
_____ Malt Liquor by Drink
_____ Intoxicating Liquor by
_____ Package
_____ Malt Liquor/Wine by
_____ Package Malt Liquor by
_____ Package Sunday Sales
_____ Liquor Tasting
_____ Domestic Winery

As Sole Owner _____ Partnership _____ Corporation _____ LLC X _____

Business Name Old Chicago Address 4661 S. Cochise Dr., Independence 64055 Phone 816-350-3559

1. What type of business is the license for? Restaurant
2. Provide dimensions or square footage of the building, outdoor patio and include any other areas in which alcoholic beverages may be stored on file - bankruptcy
3. Is the proposed location within three hundred feet (300') of any church, school, or hospital building? over 300 feet
4. From whom was the business purchased? Wadsworth Old Chicago Inc.
5. Date of purchase Bankruptcy purchase effective June 1 Purchase price _____
6. Amount of down payment bankruptcy Balance due _____
7. Balance due upon approval or chattel bankruptcy purchase
8. Effective date of possession June 1
9. Name and address of mortgage holder Internal funding for bankruptcy
Terms of repayment _____
10. Did you assume any debts not listed above in connection with the operation of said business? No
If so, give full details _____
11. Do you rent or lease the premises for which this business is to be used? Lease If so, give terms of rent or lease, and name and address of owner of property _____
12. What interest, if any, does your landlord have, directly or indirectly, in the business in which you intend to engage if the license is granted? None

13. Does your landlord now hold, or has he or she every held, a license of any kind issued by the Supervisor of Liquor Control of this State or any other State? No If so, give details _____
-
14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? No If so, give details _____
-
15. State names and addresses or any person, firm, LLC, or corporation that has advanced, or will advance, any money to you to purchase or operate the business for which you seek a license internal funding
-
16. If a RETAILER, does any distiller, wholesaler, winemaker, brewer, or supplier of coin or token-operated commercial, manual, electric, or mechanical amusement device or any employee, officer, or agent thereof have any financial interest in the business or will you either, directly or indirectly, borrow or accept from any such person or persons equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No
If so, state details _____
-
17. If a WHOLESALER, does any retailer or supplier of equipment or coin or token-operated commercial, manual, electric or mechanical amusement device, or any employee, officer or agent thereof have any financial interest in the business, or will you either directly or indirectly borrow or accept from any such persons equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, state details _____
-
18. Is there now employed, or do you expect to employ, in the business sought to be licensed hereunder, any person who has been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If so, state details _____
-
19. Will you at all times permit the entry of any officer or investigator with legal authority for the purpose of inspection or search; and will you permit the removal of all things and articles, which may be in violation of the ordinances of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction of such articles as evidence in any proceedings for the violation of any provision of the revised liquor control ordinances of Independence, Missouri; and/or for the suspension or revocation of the license for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri or the United States in the conduct of the business for which license is sought? Yes
-

IF BUSINESS IS OWNED BY INDIVIDUAL, COMPLETE THE FOLLOWING:

20. Name, home address, and telephone number of owner:

Old Chicago Taproom II, LLC

Contact: Lorene Eppe 573-635-7166 - PO Box 456, Jefferson City, MO 65102

IF BUSINESS IS OWNED BY PARTNERSHIP, COMPLETE THE FOLLOWING:

21. Name, home addresses, and telephone numbers of all partners, and percentage of ownership of business:

IF BUSINESS IS OWNED BY CORPORATION OR LIMITED LIABILITY COMPANY, COMPLETE THE FOLLOWING:

22. Name, address, and telephone number of corporation or LLC: Old Chicago Taproom II LLC

8001 ARISTA PL, STE 500, BROOMFIELD, CO 80021

23. State in which incorporated or organized DE Date of incorporation or organization 5/13/20

24. Amount of paid-in capital _____ Authorized capital _____

25. Names and addresses of president, vice-president, treasurer and secretary of corporation. If LLC, names and addresses of main members Jonathan Childs - 202 Stone Hill Rd., Pound Ridge, NY 10576 - Member

Courtney Mowry - 8084 Moore Street, Arvada, CO 80005 - Member

Morgan McClure - 2860 Castlewood Dr. NW, Atlanta, GA 30327 - Member

26. Name and address of Managing Officer Lorene Eppe - 3821 Viola View, Jefferson City, MO 6501

27. If corporation, names and addresses of all stockholders who hold 10% or more of the capital stock LLC

28. Is the corporation, any stockholder, or managing officer thereof, any member of his or her household or immediate family, the LLC, any member, or managing officer thereof, any member of his or her household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? Yes If so, give details other Old Chicago locations

29. Has the corporation, any stockholder, or managing officer thereof, any member of his or her family, the LLC, any member, manager, or managing officer thereof, any member of his or her family, at any time in the past, held a license from the Supervisor of Liquor Control of this State or any other State? No If so, give name of such licensee and location of premises _____
30. Has any stockholder of the corporation, member or manager of the LLC, or the managing officer ever been employed by any person, partnership, LLC, or corporation that had a license revoked or suspended by the Supervisor of Liquor Control? No If so, give details _____
31. State the name and residence of each person, firm, LLC, or corporation, if any, other than the corporation and its stockholders, or the LLC and its members, interested, or to become interested, directly or indirectly, other than herein above set out, in the business for which a license is sought and the nature of such interest None
32. Is this application being made by the corporation or the LLC to permit any person other than yourself to obtain a license from the Missouri Supervisor of Liquor Control, in your name, for his or her benefit? No

I, or we, (please print) Lorene Epple

(Owner, all partners, or Managing Officer must sign below)

Being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true and complete to the best of my/our knowledge and belief.

Lorene Epple

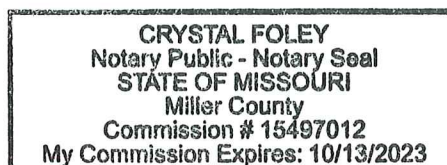
Subscribed and sworn to before me, a Notary Public, this 10th day of July, 2020

Crystal Foley

Notary Public

My Commission expires:

10-13-23





INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name Old Chicago

Address 4661 S. Cochise Dr., Independence, MO 64055

Telephone 816-350-3559

1. Name Lorene Eppe

2. Home Address 3821 Viola View, Jefferson City, MO 65101

3. Home Phone No. 573-635-7166 Date of Birth 01/15/77 State of Birth MO

4. Social Security No. [REDACTED] Driver's License No. [REDACTED]

5. Sex F Age 43 Height 5'8" Weight 138

6. Are you a citizen of the United States of America? Yes

7. Wife or husband's name and address Daniel Eppe - same

8. Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If yes, give details _____

9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location Brydon, Swearngen & England - 312 E. Capitol Ave., Jefferson City, MO

10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? No
If so, give complete details No

11. Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? No
If so, give details _____

12. Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? No If so, give the name of applicant, the approximate date of denial, and details regarding same _____

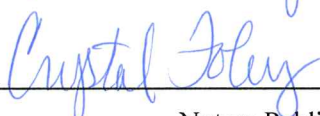
13. Have you ever been bankrupt or insolvent? No

14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? No
-

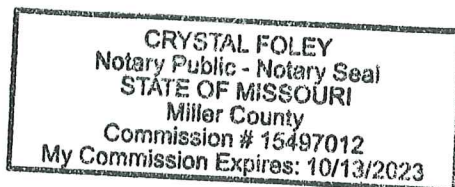
I, (please print) Lorene Epple being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 9th day of July, 2020

Notary Public

My Commission expires: 10-13-23





INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name Old Chicago

Address 4661 S. Cochise Dr., Independence, MO 64055

Telephone 816-350-3559

1. Name Lorene Epple

2. Home Address 3821 Viola View, Jefferson City, MO 65101

3. Home Phone No. 573-635-7166 Date of Birth 01/15/77 State of Birth MO

4. Social Security No. [REDACTED] Driver's License No. [REDACTED]

5. Sex F Age 43 Height 5'8" Weight 138

6. Are you a citizen of the United States of America? Yes

7. Wife or husband's name and address Daniel Epple - same

8. Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If yes, give details _____

9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location Brydon, Swearngen & England - 312 E. Capitol Ave., Jefferson City, MO

10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? No
If so, give complete details No

11. Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? No
If so, give details _____

12. Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? No If so, give the name of applicant, the approximate date of denial, and details regarding same _____

13. Have you ever been bankrupt or insolvent? No


14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? No
- _____

I, (please print) Lorene Epple being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 9th day of July, 2020


Notary Public

My Commission expires: 10-13-23





INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name Old Chicago

Address 4661 S. Cochise Dr., Independence, MO 64055

Telephone 816-350-3559

1. Name Morgan McClure

2. Home Address 2860 Castlewood Dr. NW, Atlanta, GA 30327

3. Home Phone No. 404-467-2300 Date of Birth 5/27/06 State of Birth GA

4. Social Security No. [REDACTED] Driver's License No. [REDACTED]

5. Sex M Age 44 Height 6'1" Weight 225

6. Are you a citizen of the United States of America? Yes

7. Wife or husband's name and address Deirdre McClure - same

8. Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If yes, give details _____

9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location FIG LLC - 3290 Northside Pkwy., Ste. 350, Atlanta, GA 30327

10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? No
If so, give complete details _____

11. Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? No
If so, give details _____

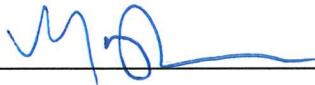
12. Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? No If so, give the name of applicant, the approximate date of denial, and details regarding same _____

13. Have you ever been bankrupt or insolvent? No

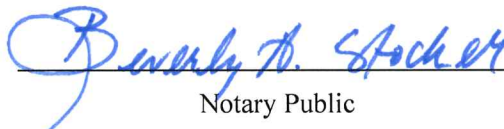
14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? Yes
- _____

I, (please print) Morgan McClure being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 30th day of June, 2020


Notary Public

My Commission expires: 8.18.2020





PERSONAL INFORMATION

To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name Old Chicago
Address 4661 S. Cochise Dr., Independence, MO 64055
Telephone 816-350-3559

1. Name Morgan McClure
2. Home Address 2860 Castlewood Dr. NW, Atlanta, GA 30327
3. Home Phone No. 404-467-2300 Date of Birth 5/27/06 State of Birth GA
4. Social Security No. [REDACTED] Driver's License No. [REDACTED]
5. Sex M Age 44 Height 6'1" Weight 225
6. Are you a citizen of the United States of America? Yes
7. Wife or husband's name and address Deirdre McClure - same
8. Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If yes, give details _____
9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location FIG LLC - 3290 Northside Pkwy., Ste. 350, Atlanta, GA 30327
10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? No
If so, give complete details _____
11. Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? No
If so, give details _____
12. Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? No If so, give the name of applicant, the approximate date of denial, and details regarding same _____
13. Have you ever been bankrupt or insolvent? No

14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? Yes

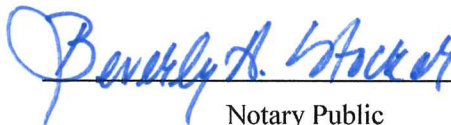
I, (please print) Morgan McClure being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.



Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 30th day of June, 2020



Notary Public

My Commission expires: 8.18.2020





INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name Old Chicago

Address 4661 S. Cochise Dr., Independence, MO 64055

Telephone 816-350-3559

1. Name Jonathan Childs
2. Home Address 202 Stone Hill Rd., Pound Ridge, NY 10576
3. Home Phone No. 914-764-4444 Date of Birth 5/13/06 State of Birth GA
4. Social Security No. [REDACTED] Driver's License No. [REDACTED]
5. Sex M Age 47 Height 6' Weight 200
6. Are you a citizen of the United States of America? Yes
7. Wife or husband's name and address Claudine Ripa Childs - 202 Stone Hill Rd., Pound Ridge, NY 10576
8. Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If yes, give details _____
9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location Golden Child Holdings - 116 Radio Circle Ste. 200, Mt Kisco NY
Parkstone Capital - 116 Radio Circle Ste. 300, Mt Kisco NY
10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? No
If so, give complete details _____
11. Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? No
If so, give details _____
12. Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? No If so, give the name of applicant, the approximate date of denial, and details regarding same _____
13. Have you ever been bankrupt or insolvent? No

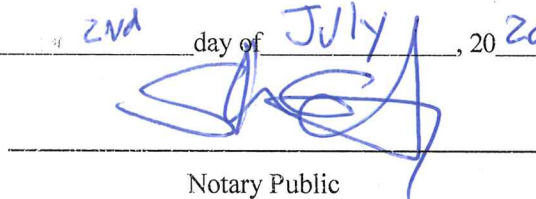
14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? Yes

I, (please print) Jonathan Childs being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 2nd day of JULY, 2020


Notary Public

My Commission expires: 10/21/22

Commonwealth of Pennsylvania - Notary Seal
Steven W. Everett, Notary Public
Allegheny County
My commission expires October 21, 2022
Commission number 1194054
Member, Pennsylvania Association of Notaries



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name Old Chicago

Address 4661 S. Cochise Dr., Independence, MO 64055

Telephone 816-350-3559

1. Name Jonathan Childs
2. Home Address 202 Stone Hill Rd., Pound Ridge, NY 10576
3. Home Phone No. 914-764-4444 Date of Birth 5/13/06 State of Birth GA
4. Social Security No. [REDACTED] Driver's License No. [REDACTED]
5. Sex M Age 47 Height 6' Weight 200
6. Are you a citizen of the United States of America? Yes
7. Wife or husband's name and address Claudine Rippha Childs - 202 Stone Hill Rd., Pound Ridge, NY 10576
8. Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? No If yes, give details _____
9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location Golden Child Holdings - 116 Radio Circle Ste. 200, Mt Kisco NY
Parkstone Capital - 116 Radio Circle Ste. 300, Mt Kisco NY
10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? No
If so, give complete details _____
11. Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? No
If so, give details _____
12. Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? No If so, give the name of applicant, the approximate date of denial, and details regarding same _____
13. Have you ever been bankrupt or insolvent? No

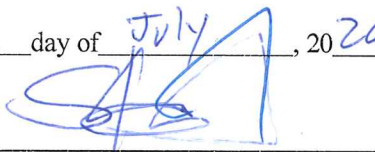
14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? Yes

I, (please print) Jonathan Childs being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 2nd day of July, 2020



Notary Public

My Commission expires: 10/21/22

Commonwealth of Pennsylvania - Notary Seal
Steven W. Everett, Notary Public
Allegheny County
My commission expires October 21, 2022
Commission number 1194054
Member, Pennsylvania Association of Notaries



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

MANAGING OFFICER APPOINTMENT

Date 5-29-20

Old Chicago Taproom II LLC has appointed
(Name of Corporation or LLC)

Lorene Epple as Managing Officer for the
(Name of Managing Officer)

Corporation or LLC. Lorene Epple is an officer or an employee
(Name of Managing Officer)

invested with the general control and superintendence of the business and corporation or LLC.

Indicate the actual involvement as Managing Officer: maintain, process and oversee all liquor licenses

The business operates under the name of Old Chicago
and is located at 4661 S. Cochise, Independence, MO 64055

[Signature]
Signature of Corporate Officer or LLC Member C. Nowry

Subscribed and sworn to before me this 29th day of May 2020

[Signature]
Notary Public

My Commission expires:

12/09/2023

ADAM CLARK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154024256

MY COMMISSION EXPIRES DEC. 09, 2023

PLEASE NOTE: In the event the office of the Managing Officer becomes vacant, it is required that the corporation or LLC secure a new Managing Officer within ten days after said vacancy occurs, and that the City of Independence Regulated Industries division be notified.



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Business Name Old Chicago

Business Address 4661 S. Cochise, Independence, MO

AFFIDAVIT

I Lorene Eppler, under oath, do hereby state that

I am engaged in restaurant food and beverage sales
(Type of business, other than liquor sales)

and that I intend to operate a package liquor business at said address of said store, selling and offering for retail to the public package liquor under the application herein made to the City of Independence, Missouri, and that I will at all times, keep in said location at said store a stock of goods having a value according to my original invoices of at least one thousand dollars (\$1,000.00), exclusive of the inventory value of the fixtures and of the intoxicating liquor, which I shall offer for sale on said premises.

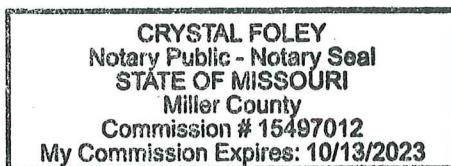
Check one of the following:

X

This location will have alcohol sales that will be **less than** 90% of gross sales

This location will have alcohol sales that will be **more than** 90% of gross sales

Subscribed and sworn to before me, a Notary Public, this 9th day of July, 2020.



Lorene Eppler
Applicant

Crystal Foley
Notary Public

10-13-23

Commission Expires



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

Alcoholic Beverage Code Certification Form

Section 2.05.003.C.4 of the Code prohibits a liquor license holder from displaying or selling any books, photographs, magazines, films, videos, or other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, or describing or relating to specified sexual activity if the licensed premises is located within one thousand (1,000) feet as measured from the nearest property line of a school, church, hospital, public park playground, library, or museum.

Section 5.17.002 of the City's Code defines specified sexual activities to include sexual conduct, being acts of normal or perverted acts of human masturbation; deviate sexual intercourse; sexual intercourse; or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or the breast of a female in an act of apparent sexual stimulation or gratification or any sadomasochistic abuse or acts including animals or any latent objects in an act of apparent sexual stimulation or gratification, as such terms are defined in the pornography and related offenses chapter of the Missouri Criminal Code.

CHECK ONE OF THE FOLLOWING

X

This establishment does **not** display or sell books, photographs, magazines, films, videos or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing or relating to specified sexual activities.

_____ This establishment **does** display or sell books, photographs, magazines, films, videos or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing or relating to specified sexual activities.

Establishments that display explicit sexual material must provide the Regulated Industries Division a current certified survey. The survey needs to show the property lines of any schools, churches, hospitals, public parks, playgrounds, libraries or museums if located within one thousand (1,000) feet of the establishment. The certified survey must be received in the License Division within sixty (60) days of the date of this letter.

Business Name Old Chicago

Address 4661 S. Cochise Dr, Independence, MO

Signature: _____

Print Name: Lorene Epple

Title: Managing Officer

Date: _____



Account Information			
Account Number 121724	Account Type PRIVATE	Tax Status Active	
Tax Year 2019 ▾	Date Returned 12/4/2019	Tax Code R2OF	
Net Taxable Value 2,530	Tax Rate 5.231800	Total Tax \$132.36	Pay Taxes
Owner Name & Address EPPLE, LORENE 3821 VIOLA VIEW JEFFERSON CITY, MO, 65101			

Items			
Item	VIN	Quantity	Assessed Value
2012 MAZDA CX-9-V6 UTILITY 4D TOURING 2WD	JM3TB2CA5C0344619	1	2,530
Total			2,530

Billing Details	
Tax Billed	\$132.36
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$132.36
Amount Paid	\$132.36
Total Unpaid	\$0.00
Date Paid	12/19/2019

Tax Due Amounts
Account has no balance due.

VOTER IDENTIFICATION CARD

Issued by: **STEVE KORSMEYER**, Cole County Clerk
311 E. High St., Rm. 201, Jefferson City, MO 65101
www.colecounty.org/clerk 573-634-9101

Registration Date: 07/11/2018

ID #

15405968

Precinct: 22.04-LI/TAO



LORENE E EPPL
3821 VIOLA VIEW
JEFFERSON CITY MO 65101-8593

Lorene Eppl

FOLD HERE

2020-2021



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 05/15/2020

Name (1): LORENE EPPLER

Name (2):

Name (3):

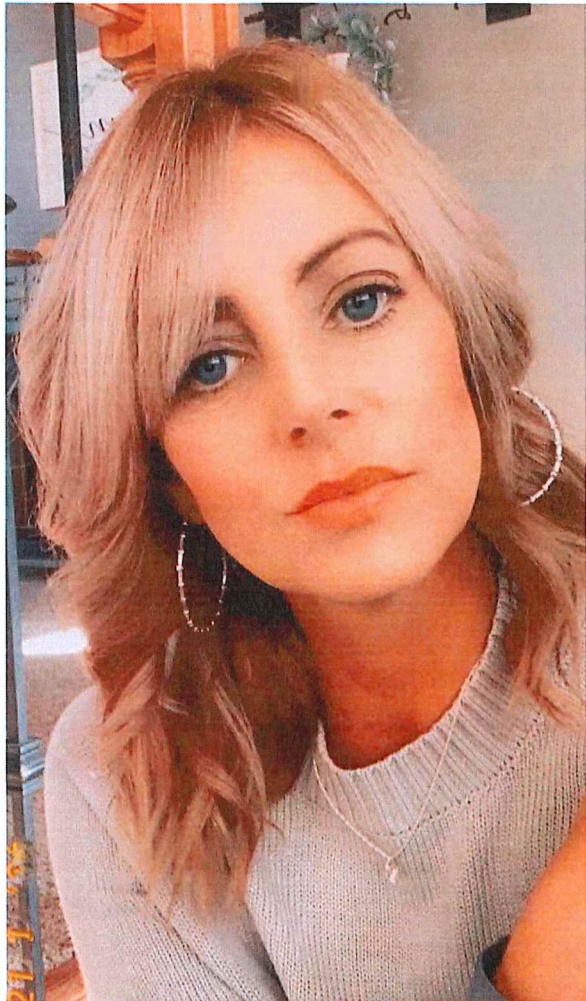
Date Of Birth: 01/15/1977

SSN: [REDACTED]

Control Number: 5111164

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

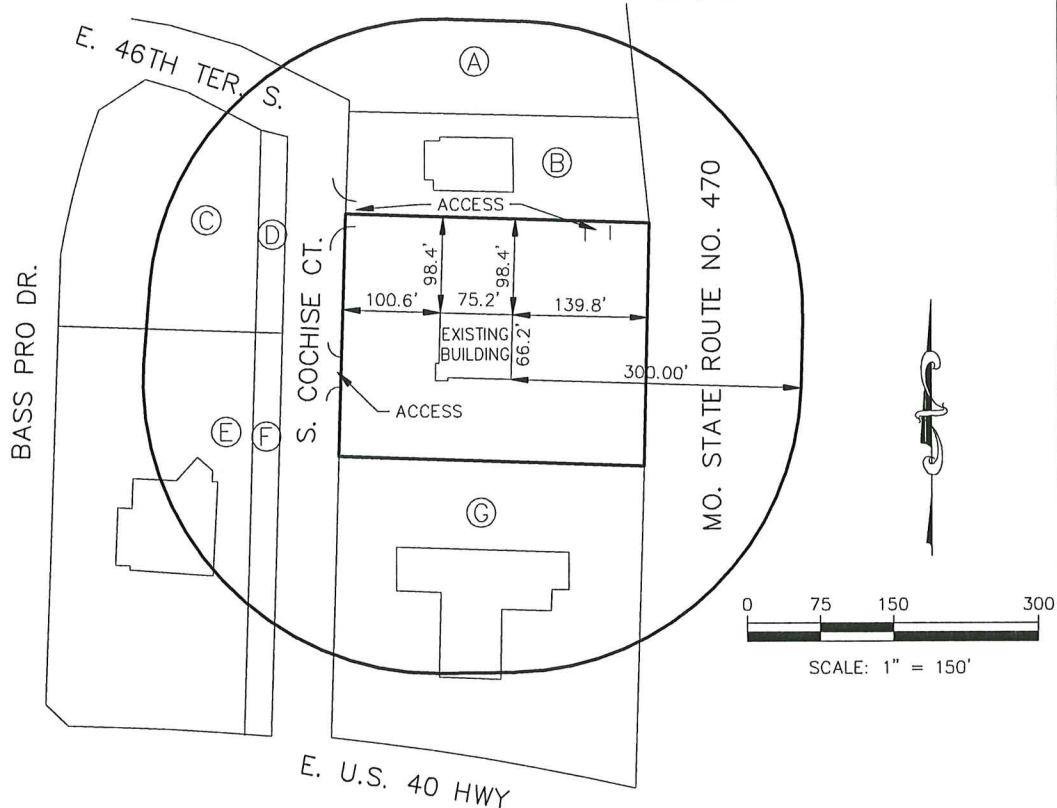


SURVEY EXHIBIT
4661 S. COCHISE DR.

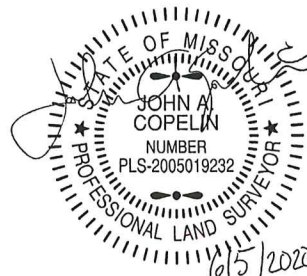
PROPERTY OWNERSHIPS

- | | |
|---|--|
| <p>(A) NATIONAL RETAIL PROPERTIES LP
450 S ORANGE AVE., STE 900
ORLANDO, FL 32801
USE: ENTERTAINMENT
ZONING: C-2 COMMERCIAL</p> | <p>(E) CRACKERNECK CREEK, LLC
501 W. LEXINGTON
INDEPENDENCE, MO 64050
USE: RESTAURANT
ZONING: C-2 COMMERCIAL</p> |
| <p>(B) 4641 COCHISE DRIVE LLC
848 N RAINBOW BLVD., STE. 4201
LAS VEGAS, NV 89107
USE: RESTAURANT
ZONING: C-2 COMMERCIAL</p> | <p>(F) CRACKERNECK CREEK, LLC
501 W. LEXINGTON
INDEPENDENCE, MO 64050
USE: RESTAURANT
ZONING: C-2 COMMERCIAL</p> |
| <p>(C) CRACKERNECK CREEK, LLC
501 W. LEXINGTON
INDEPENDENCE, MO 64050
USE: VACANT
ZONING: C-2 COMMERCIAL</p> | <p>(G) CRACKERNECK WEST RETAIL, LLC
PO BOX 856
SALINA KS 67402-0856
USE: CAR WASH
ZONING: C-2 COMMERCIAL</p> |
| <p>(D) CRACKERNECK CREEK, LLC
501 W. LEXINGTON
INDEPENDENCE, MO 64050
USE: VACANT
ZONING: C-2 COMMERCIAL</p> | |

PARKING STALL COUNT:
STANDARD PARKING STALLS: 104
HANDICAP ACCESSIBLE STALLS: 4
TOTAL NUMBER OF STALLS: 108



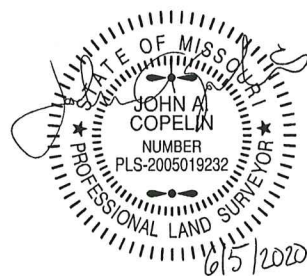
8040 N. OAK TRAFFICWAY
KANSAS CITY, MISSOURI 64118
PH. (816) 468-5858 | FAX (816) 468-6651
kc@kveng.com | www.kveng.com



6/5/2020
3995EXB

PROPERTY OWNER(S) LIST
4661 S. COCHISE CT.
6/5/2020

Property Owner Information						Tenant Information	
Owner's Name	Owner's Mailing Address	City	State	Zip Code	Leased Property Address	Leased Property Address	Zip Code
A NATIONAL RETAIL PROPERTIES LP	450 S ORANGE AVE., STE 900	ORLANDO	FLORIDA	32801	4600 S. COCHISE CT.	4600 S. COCHISE CT.	64055
B 4641 COCHISE DRIVE LLC	848 N RAINBOW BLVD., STE. 4201	LAS VEGAS	NEVADA	89107	4641 S. COCHISE CT.	4641 S. COCHISE CT.	64055
C CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	4665 BASS PRO DR.	4665 BASS PRO DR.	64055
D CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	NO ADDRESS ASSIGNED	NO ADDRESS ASSIGNED	64055
E CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	4675 BASS PRO DR.	4675 BASS PRO DR.	64055
F CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	NO ADDRESS ASSIGNED	NO ADDRESS ASSIGNED	64055
G CRACKERNECK WEST RETAIL, LLC	PO BOX 856	SALINA	KANSAS	67402	18600 E. US 40 HWY	18600 E. US 40 HWY	64055



PROPERTY OWNER(S) LIST
4661 S. COCHISE CT.
6/5/2020

Property Owner Information							Tenant Information	
Owner's Name	Owner's Mailing Address	City	State	Zip Code	Leased Property Address		Leased Property Address	Zip Code
A NATIONAL RETAIL PROPERTIES LP	450 S ORANGE AVE., STE 900	ORLANDO	FLORIDA	32801	4600 S. COCHISE CT.		4600 S. COCHISE CT.	64055
B 4641 COCHISE DRIVE LLC	848 N RAINBOW BLVD., STE. 4201	LAS VEGAS	NEVADA	89107	4641 S. COCHISE CT.		4641 S. COCHISE CT.	64055
C CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	4665 BASS PRO DR.		4665 BASS PRO DR.	64055
D CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	NO ADDRESS ASSIGNED		NO ADDRESS ASSIGNED	64055
E CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	4675 BASS PRO DR.		4675 BASS PRO DR.	64055
F CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	NO ADDRESS ASSIGNED		NO ADDRESS ASSIGNED	64055
G CRACKERNECK WEST RETAIL, LLC	PO BOX 856	SALINA	KANSAS	67402	18600 E. US 40 HWY		18600 E. US 40 HWY	64055

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made as of June 1, 2020 (the “**Effective Date**”) by and between **WADSWORTH OLD CHICAGO, INC.**, a Colorado corporation (“**Assignor**”), and **OLD CHICAGO TAPROOM II LLC**, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of May 4, 2020, by and between Assignor, CraftWorks Holdings, LLC, a Delaware limited liability company, and other parties named as Sellers therein, and DBFLF CFTWE Holdings L.P., a Cayman Islands limited partnership, and parent of Assignee, together with its permitted successors, designees and assigns (the “**Asset Purchase Agreement**”).

WITNESSETH:

WHEREAS, Assignor is the tenant under the Leases included in the Purchased Assets and set forth on Exhibit A attached hereto and incorporated herein by reference (the “**Assigned Leases**”);

WHEREAS, Assignor is a debtor and debtor-in-possession under *In re: Craftworks Parent, LLC, et al.*, Case No. 20-10475 (BLS) (Jointly Administered), filed under chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, pursuant to the Asset Purchase Agreement and that certain *Order (I) Authorizing and Approving Semi-Private Sale of Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (II) Authorizing and Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (III) Granting Related Relief* (the “**Sale Order**”) [Doc. No. 540] entered by the Bankruptcy Court on May 25, 2020, the Assignor has agreed, inter alia, to execute and deliver this Assignment pursuant to which Assignor will assign to Assignee, and Assignee will assume from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Leases.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein by reference.
2. **Effective Date.** This Assignment shall take effect on the Effective Date.
3. **Assignment and Assumption.** Assignor does hereby transfer, sell, assign and deliver to Assignee, its successors and assigns, on the terms and subject to the conditions set forth in the Asset Purchase Agreement and the Sale Order, all of its right, title and interest in, to and under the Assigned Leases. Assignee does hereby accept the foregoing assignment of the Assigned Leases, on the terms and subject to the conditions set forth in the Asset Purchase Agreement and the Sale Order, and assumes and agrees to faithfully perform and observe all of Assignor’s obligations arising out of all such Assigned Leases on and after the Effective Date.

Assignor shall retain all obligations and liabilities pertaining to the Assigned Leases with respect to any period of time prior to the Effective Date.

4. **Interpretation; Governing Law.** This Assignment is being delivered pursuant to the Asset Purchase Agreement and the Sale Order, the terms of which are incorporated herein by reference, and shall be construed consistently therewith. Nothing contained in this Assignment shall be construed to limit, expand or terminate the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement or the Sale Order. To the extent of any inconsistency between this Assignment and the Asset Purchase Agreement or the Sale Order, the Asset Purchase Agreement or the Sale Order shall control and prevail. Without limiting the foregoing, this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to conflicts of laws principles, and, to the extent applicable, the Bankruptcy Code.

5. **Further Assurances.** Each party hereto shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by any other party hereto to give effect to and carry out the transactions contemplated herein.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Severability.** If any term or provision of this Assignment is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms or provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8. **No Modifications Except in Writing.** This Assignment constitutes the entire agreement between the parties hereto and may not be changed, modified, discharged or terminated orally or in any other manner than by agreement in writing signed by the parties hereto or their respective successors and assigns.

9. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same Assignment. A portable document format (PDF) or facsimile copy of an executed original of this Assignment shall have the same force and effect as an executed original.

10. **Descriptive Headings.** The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

[Signature pages follow.]

[Assignment and Assumption Agreement (Wadsworth Leases)]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

WADSWORTH OLD CHICAGO, INC.

By: _____
Name: Mark A. Smith
Title: Authorized Signatory

ASSIGNEE:

OLD CHICAGO TAPROOM II LLC


By:  _____
Name: Morgan J. McClure
Title: President

EXHIBIT A

Assigned Leases

Brand and Store #	Address City/State/Zip	Assigned Lease
0027-OC Grand Junction	120 North Avenue Grand Junction, CO 81501	Restaurant Lease Agreement between Evin-Grand Junction, LLC and Wadsworth Old Chicago, Inc., dated as of May 11, 1999, as amended by that Landlord Consent Agreement, dated as of August 3 rd 1999, First Amendment to Restaurant Lease Agreement, dated as of May 1, 2010, and Second Amendment to Restaurant Lease Agreement, dated as of May 14, 2020
0031-OC Bettendorf	3030 Utica Ridge Road Bettendorf, IA 52722	Restaurant Lease Agreement among Dulcet L.L.C., Elaine C. Wong and Eugene B. Weisman, and Wadsworth Old Chicago, Inc., dated as of June 25, 1996, as amended by that Letter, dated as of April 12, 2011, and Letter, dated as of February 26, 2016
	3020 Utica Ridge Road Bettendorf, IA 52722	Parking Lot Use Agreement between Wadsworth Old Chicago, Inc. and Shreehathji, dated as of January 20, 2020
0036-OC Eagle Run	13110 Birch Drive #180 Omaha, NE 68164	Lease between Eagle Run Group, L.L.C. and Wadsworth Old Chicago, Inc., dated February 1, 1996, as amended by that Addendum, dated as of February 29, 1996, Landlord Waiver, dated as of July 19, 1999, Letter, dated as of March 11, 2005, Letter, dated as of March 21, 2006, Lease Modification Agreement, dated as of June 16, 2011, and Third Lease Modification Agreement, dated as of May 12, 2020
0040-OC Rockford	6280 East State Street, Unit A, Rockford, IL 61108	Restaurant Lease Agreement between MB Rockford State, LLC, successor in interest to DiMucci Development of Rockford LLC, and Wadsworth Old Chicago, Inc., dated as of March 19, 1997, as amended by that Letter, dated as of April 18, 2006, Letter, dated as of December 15, 2006, Subordination, Non-Disturbance and Attornment Agreement, dated as of January 12, 2007, Letter, dated as of November 28, 2011, Subordination, Non-Disturbance and Attornment Agreement, dated as of March 5, 2012, Letter, dated as of May 20, 2016, and First Amendment to Restaurant Lease Agreement, dated as of November 30, 2016
0041-OC Duluth	325 Lake Ave. So. Duluth, MN 55802	Restaurant Lease Agreement between Marine Iron & Ship Building Company and Wadsworth Old Chicago, Inc., dated as of March 20, 1997, as amended by that Subordination, Non-Disturbance and Attornment Agreement, dated as of January 11, 1999, Landlord Consent Agreement, dated as of June 16, 1999, Memorandum of Lease, dated as of July 19, 1999, First Amendment to Restaurant Lease Agreement, dated as of January 4, 2012, Letter, dated as of December 20, 2012, Letter dated as of January 9, 2017, and Second Amendment to Restaurant Lease Agreement, dated as of May 18, 2020
0045-OC Oakview	2643 South 144 th Street, Suite 206, 207, 208, and 209	Restaurant Lease Agreement between PDMA Properties, LLC, successor in interest to Oakview Crossing, LLC, and Wadsworth

Brand and Store #	Address City/State/Zip	Assigned Lease
	Omaha, NE 68144	Old Chicago, Inc., dated as of March 26, 1999, as amended by that Oakview Crossing, L.L.C. Lease Addendum, undated, Subordination, Non-Disturbance and Attornment Agreement, dated as of December 12, 2000, First Amendment to Lease, dated as of January 26, 2001, Second Amendment to Lease, dated as of August 10, 2001, Third Amendment to Lease, dated as of March 22, 2002, Fourth Amendment to Lease, dated as of October 29, 2008, Fifth Amendment to Lease, dated as of October 2, 2009, Memorandum of Lease, dated as of July 12, 2011, Sixth Amendment to Lease Agreement, dated as of October 30, 2016, Seventh Amendment to Lease Agreement, dated as of January 30, 2017, Eighth Amendment to Lease Agreement, dated as of February 28, 2017, Letter, dated as of February 18, 2019, Letter, dated as of May 28, 2019, and Ninth Amendment to Lease Agreement, dated as of September 3, 2019
0046-OC Southpointe	2918 Pine Lake Rd., Space J Lincoln, NE 68516	Lease Agreement between Y.G. & M., LLC, successor in interest to R.E.D. Capital Management Holdings, L.L.C., and Wadsworth Old Chicago, Inc., dated as of November 20, 2000, as amended by that Assignment of Lease, dated as of August 19, 2005, First Modification to Lease Agreement, dated as of February 14, 2011, Letter, dated as of February 27, 2013, and Second Amendment to Lease Agreement, dated as of May 11, 2020
0050-OC Ft. Collins Harmony	4709 S Timberline Rd Ft. Collins, CO 80528	Standard Shopping Center Lease between Harmony Entrance, LLC, successor in interest to Dial Fort Collins II, L.L.C., and Wadsworth Old Chicago, Inc., dated as of November 18, 1999, as amended by that Amendment No. 1, dated as of January 31, 2000, Amendment No. 2, dated as of November 9, 2000, Letter, dated February 10, 2015, and Amendment No. 3, dated as of May 14, 2020
0058-OC Eden Prairie	12300 Singletree Lane, Suite 100 Eden Prairie, MN 55344	Lease between KBS Legacy Partners Watertown LLC, successor in interest to NAP Watertown LLC, and Wadsworth Old Chicago, Inc., dated as of June 10, 2003, as amended by that First Amendment to Lease, dated as of October 29, 2004, Acceptance of Leased Premises, dated as of June 20, 2005, Letter, dated as of January 15, 2013, Second Amendment to Lease, dated as of February 26, 2013, Letter, dated October 15, 2013, and Letter, dated as of November 12, 2018
0061-OC Powers	3190 New Center Point Colorado Springs, CO 80922	Lease between First and Main, LLC and Wadsworth Old Chicago, Inc., dated as of February 14, 2005, Letter, dated as of March 1, 2005, Letter, dated as of May 5, 2005, Certificate of Commencement, dated as of August 22, 2005, Letter, dated as of November 6, 2018, and First Amendment to Lease, dated as of May 7, 2020
0065-OC Green Bay	2495 South Oneida Street Ashwaubenon, WI 53206	Agreement of Lease between 518 Laurel, LLC, successor in interest to The Midtown Niki Group, LLC, and Wadsworth Old Chicago, Inc., dated as of January 19, 2006, as amended by that Assignment and Assumption of Lease, dated as of April 20, 2006, and Letter, dated November 11, 2011

Brand and Store #	Address City/State/Zip	Assigned Lease
0066-OC Union	145 Union Blvd., Unit 101 Lakewood, CO 80228	Multi Tenant Retail Lease between Colorado Plaza on Union LLC, successor in interest to Plaza on Union LLC, and Wadsworth Old Chicago, Inc., dated as of February 21, 2006, as amended by that Letter, dated as of April 17, 2006, Letter, dated as of June 28, 2006, First Amendment to Lease of Space, dated as of January 26, 2007, Letter, dated as of March 15, 2007, Second Amendment to Lease of Space, dated as of September 1, 2015, Subordination, Non-Disturbance and Attornment Agreement, dated as of April 5, 2017, and Third Amendment to Lease of Space, dated May 21, 2020
0072-OC Grant	10180 Grant St. Thornton, CO 80229	Retail Lease of Space between Roth Investment Company, successor in interest to Grant Crossing, LLC, and Wadsworth Old Chicago, Inc., dated as of June 21, 2007, as amended by that Letter, dated as of September 11, 2008, Letter, dated as of January 18, 2017, First Amendment to Lease Agreement, dated as of February 14, 2018, and Third Amendment to Lease of Space, dated May 21, 2020
0075-OC Columbia	802 Gervais Street Columbia, SC 29201	Lease Agreement between Allen Brothers Milling Company and Wadsworth Old Chicago, Inc., dated as of March 6, 2014, as amended by that Letter, dated as of May 5, 2014, Subordination, Non-Disturbance and Attornment Agreement, dated as of July 10, 2014, and First Amendment, dated as of May 15, 2020
0077-OC Jacksonville	4157 Western Boulevard, Suite 100 Jacksonville, NC 28546	Lease between RSP Farmville, LLC, successor in interest to J.C.C.M. Properties, Inc., and Wadsworth Old Chicago, Inc., dated as of February 18, 2014, as amended by that Commencement Agreement, dated as of December 18, 2015, and First Amendment to Lease Agreement, dated as of May 7, 2020
0079-OC Shoal Creek	8251 N. Booth Avenue Kansas City, MO 64518	Shopping Center Lease between SCV Small Shops, LLC, successor in interest to SCV Fund I, LLC, and Wadsworth Old Chicago, Inc., dated as of November 11, 2014, as amended by that Assignment of Leases, dated as of March 18, 2015, Subordination, Non-Disturbance and Attornment Agreement, dated as of March 30, 2015, Letter, dated as of May 15, 2015, Letter, dated as of July 15, 2015, Commencement Agreement, dated as of November 20, 2015, and Letter, dated as of July 11, 2016
0081-OC South CO Springs	1579 E. Cheyenne Mountain Blvd. Colorado Springs, CO 80906	Shopping Center Lease between Spinnaker Investments II, LLC and Old Chicago of Colorado, Inc., dated as of March 12, 2015, as amended by that First Amendment to Shopping Center Lease, dated as of July 7, 2015, Letter, dated as of August 3, 2015, Second Amendment to Shopping Center Lease, dated as of October 14, 2015, Letter, dated as of November 5, 2015, Third Amendment to Shopping Center Lease, dated as of November 10, 2015, Commencement Agreement, dated as of January 7, 2016, and Fifth Amendment to Shopping Center Lease, dated as of May 5, 2020
0089-OC Fayetteville	2140 Skibo Road Fayetteville, NC 28314	Ground Lease between 1315 Orange LLC, successor in interest to Fayetteville Investment Partners, LLC, and Wadsworth Old Chicago, Inc., dated as of December 3, 2015, as amended by that

Brand and Store #	Address City/State/Zip	Assigned Lease
		Letter, dated as of April 12, 2016, First Amendment, dated as of April 14, 2016, Subordination, Non-Disturbance and Attornment Agreement, dated as of May 19, 2016, Letter, dated as of May 31, 2016, Memorandum of Ground Lease, dated as of June 8, 2016, Letter, dated as of September 27, 2016, Rent Commencement Letter, dated as of October 26, 2016, Rent and Term Commencement Agreement, dated as of February 21, 2017, Letter, dated as of March 19, 2019, Tenant Estoppel Certificate, dated as of March 22, 2019, and Tenant Notice Letter, dated as of May 9, 2019
0096-OC Clarksville	2815 Wilma Randolph Blvd. Clarksville, TN 37040	Agreement of Lease between OCI Holdings, LLC and Wadsworth Old Chicago, Inc., successor in interest to OCI Enterprises, Inc., dated as of January 1, 2006, as amended by that First Amendment to Lease Agreement, dated as of August 8, 2016, Assignment and Assumption of Lease and Consent, dated as of August 15, 2016, and Second Amendment to Lease Agreement, dated as of May 4, 2020



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 06/04/2020

Name (1): JONATHAN CHILDS

Name (2):

Name (3):

Date Of Birth: 09/21/1972

SSN: [REDACTED]

Control Number: 5126777

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 06/04/2020

Name (1): MORGAN MCCLURE

Name (2):

Name (3):

Date Of Birth: 09/04/1975

SSN: [REDACTED]

Control Number: 5126779

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 06/04/2020

Name (1): COURTNEY MOWRY

Name (2):

Name (3):

Date Of Birth: 09/18/1964

SSN: [REDACTED]

Control Number: 5126778

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Old Chicago Taproom II LLC

using in Missouri the name

Old Chicago Taproom II LLC
FL001432460

a DELAWARE entity was created under the laws of this State on the 3rd day of June, 2020, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of June, 2020.


Secretary of State



Certification Number: CERT-06032020-0087

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made as of June 1, 2020 (the “**Effective Date**”) by and between **WADSWORTH OLD CHICAGO, INC.**, a Colorado corporation (“**Assignor**”), and **OLD CHICAGO TAPROOM II LLC**, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of May 4, 2020, by and between Assignor, CraftWorks Holdings, LLC, a Delaware limited liability company, and other parties named as Sellers therein, and DBFLF CFTWE Holdings L.P., a Cayman Islands limited partnership, and parent of Assignee, together with its permitted successors, designees and assigns (the “**Asset Purchase Agreement**”).

WITNESSETH:

WHEREAS, Assignor is the tenant under the Leases included in the Purchased Assets and set forth on Exhibit A attached hereto and incorporated herein by reference (the “**Assigned Leases**”);

WHEREAS, Assignor is a debtor and debtor-in-possession under *In re: Craftworks Parent, LLC, et al.*, Case No. 20-10475 (BLS) (Jointly Administered), filed under chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, pursuant to the Asset Purchase Agreement and that certain *Order (I) Authorizing and Approving Semi-Private Sale of Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (II) Authorizing and Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (III) Granting Related Relief* (the “**Sale Order**”) [Doc. No. 540] entered by the Bankruptcy Court on May 25, 2020, the Assignor has agreed, inter alia, to execute and deliver this Assignment pursuant to which Assignor will assign to Assignee, and Assignee will assume from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Leases.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein by reference.
2. **Effective Date.** This Assignment shall take effect on the Effective Date.
3. **Assignment and Assumption.** Assignor does hereby transfer, sell, assign and deliver to Assignee, its successors and assigns, on the terms and subject to the conditions set forth in the Asset Purchase Agreement and the Sale Order, all of its right, title and interest in, to and under the Assigned Leases. Assignee does hereby accept the foregoing assignment of the Assigned Leases, on the terms and subject to the conditions set forth in the Asset Purchase Agreement and the Sale Order, and assumes and agrees to faithfully perform and observe all of Assignor’s obligations arising out of all such Assigned Leases on and after the Effective Date.

Assignor shall retain all obligations and liabilities pertaining to the Assigned Leases with respect to any period of time prior to the Effective Date.

4. **Interpretation; Governing Law.** This Assignment is being delivered pursuant to the Asset Purchase Agreement and the Sale Order, the terms of which are incorporated herein by reference, and shall be construed consistently therewith. Nothing contained in this Assignment shall be construed to limit, expand or terminate the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement or the Sale Order. To the extent of any inconsistency between this Assignment and the Asset Purchase Agreement or the Sale Order, the Asset Purchase Agreement or the Sale Order shall control and prevail. Without limiting the foregoing, this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to conflicts of laws principles, and, to the extent applicable, the Bankruptcy Code.

5. **Further Assurances.** Each party hereto shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by any other party hereto to give effect to and carry out the transactions contemplated herein.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Severability.** If any term or provision of this Assignment is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms or provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8. **No Modifications Except in Writing.** This Assignment constitutes the entire agreement between the parties hereto and may not be changed, modified, discharged or terminated orally or in any other manner than by agreement in writing signed by the parties hereto or their respective successors and assigns.

9. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same Assignment. A portable document format (PDF) or facsimile copy of an executed original of this Assignment shall have the same force and effect as an executed original.

10. **Descriptive Headings.** The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

WADSWORTH OLD CHICAGO, INC.

By: Mark A. Smith

Name: Mark A. Smith

Title: Authorized Signatory

ASSIGNEE:

OLD CHICAGO TAPROOM II LLC

By: _____

Name: Morgan J. McClure

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

WADSWORTH OLD CHICAGO, INC.

By: _____
Name: Mark A. Smith
Title: Authorized Signatory

ASSIGNEE:

OLD CHICAGO TAPROOM II LLC

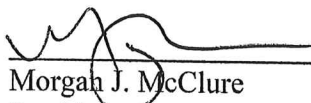
By:  _____
Name: Morgan J. McClure
Title: President

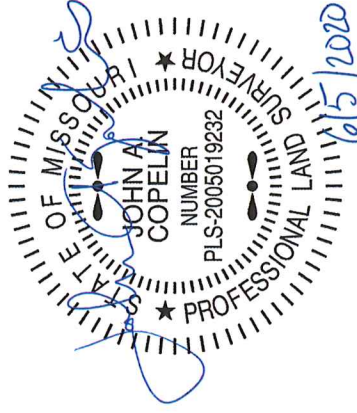
EXHIBIT A

Assigned Leases

Brand and Store #	Address City/State/Zip	Assigned Lease
0090-OC Independence	4661 S. Cochise Court Independence, MO 64055	Ground Lease between Crackerneck West Retail, LLC and Wadsworth Old Chicago, Inc., dated as of January 27, 2016, as amended by that Subordination, Non-Disturbance and Attornment Agreement, dated as of February 10, 2016, Rent and Term Commencement Agreement, dated as of December 9, 2016, Subordination, Non-Disturbance and Attornment Agreement, dated as of June 30, 2017; First Amendment to Ground Lease dated June 11, 2020

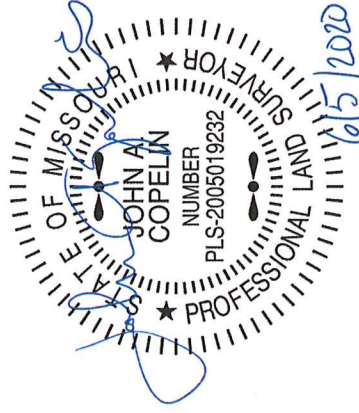
PROPERTY OWNER(S) LIST
4661 S. COCHISE CT.
6/5/2020

Property Owner Information							Tenant Information	
	Owner's Name	Owner's Mailing Address	City	State	Zip Code	Leased Property Address	Zip Code	
A	NATIONAL RETAIL PROPERTIES LP	450 S ORANGE AVE., STE 90C	ORLANDO	FLORIDA	32801	4600 S. COCHISE CT.	64055	
B	4641 COCHISE DRIVE LLC	848 N RAINBOW BLVD., STE. 4201	LAS VEGAS	NEVADA	89107	4641 S. COCHISE CT.	64055	
C	CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	4665 BASS PRO DR.	64055	
D	CRACKERNECK CREEK, LLC	501 W. LEXINGTON	INDEPENDENCE	MISSOURI	64050	NO ADDRESS ASSIGNED	64055	
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G	CRACKERNECK WEST RETAIL, LLC	PO BOX 856	SALINA	KANSAS	67402	18600 E. US 40 HWY	64055	



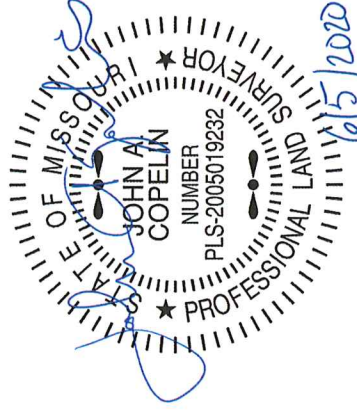
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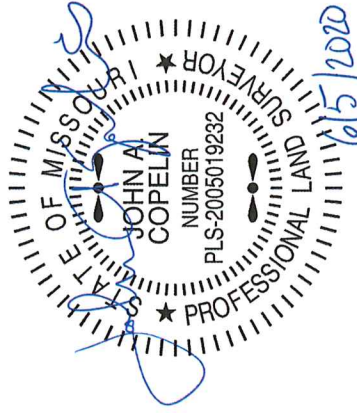
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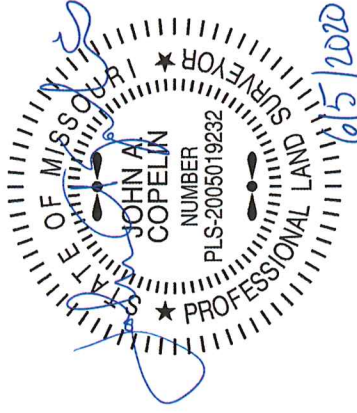
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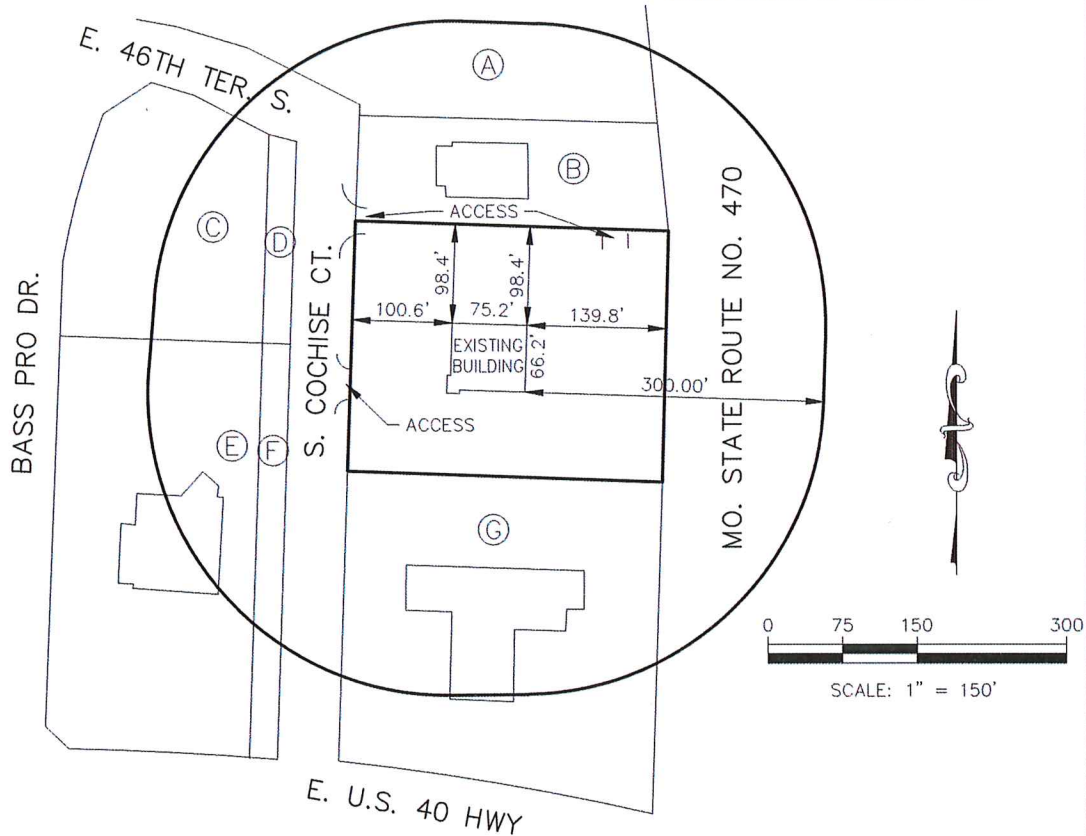
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450 S ORANGE AVE., STE 900
ORLANDO, FL 32801
USE: ENTERTAINMENT
ZONING: C-2 COMMERCIAL</p> | <p>(E) CRACKERNECK CREEK, LLC
501 W. LEXINGTON
INDEPENDENCE, MO 64050
USE: RESTAURANT
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USE: VACANT
ZONING: C-2 COMMERCIAL</p> | <p>(G) CRACKERNECK WEST RETAIL, LLC
PO BOX 856
SALINA KS 67402-0856
USE: CAR WASH
ZONING: C-2 COMMERCIAL</p> |
| <p>(D) CRACKERNECK CREEK, LLC
501 W. LEXINGTON
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USE: VACANT
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PARKING STALL COUNT:
STANDARD PARKING STALLS: 104
HANDICAP ACCESSIBLE STALLS: 4
TOTAL NUMBER OF STALLS: 108

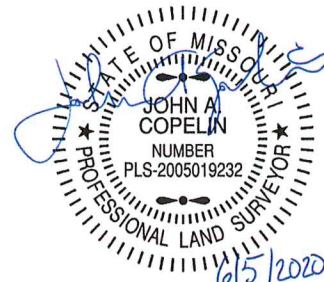


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kc@kveng.com | www.kveng.com

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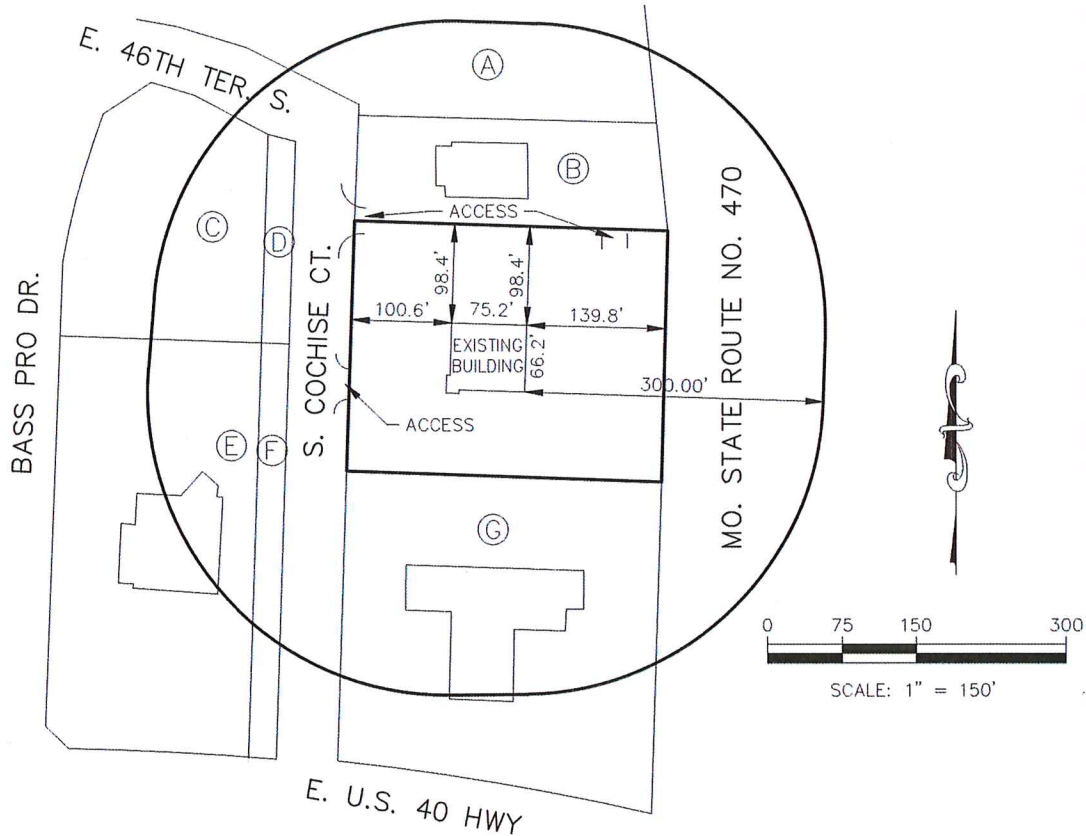
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SURVEY EXHIBIT
4661 S. COCHISE DR.

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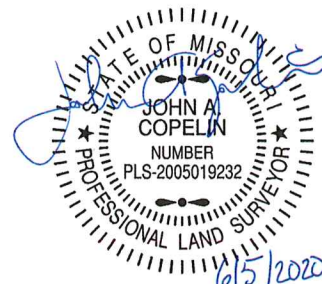


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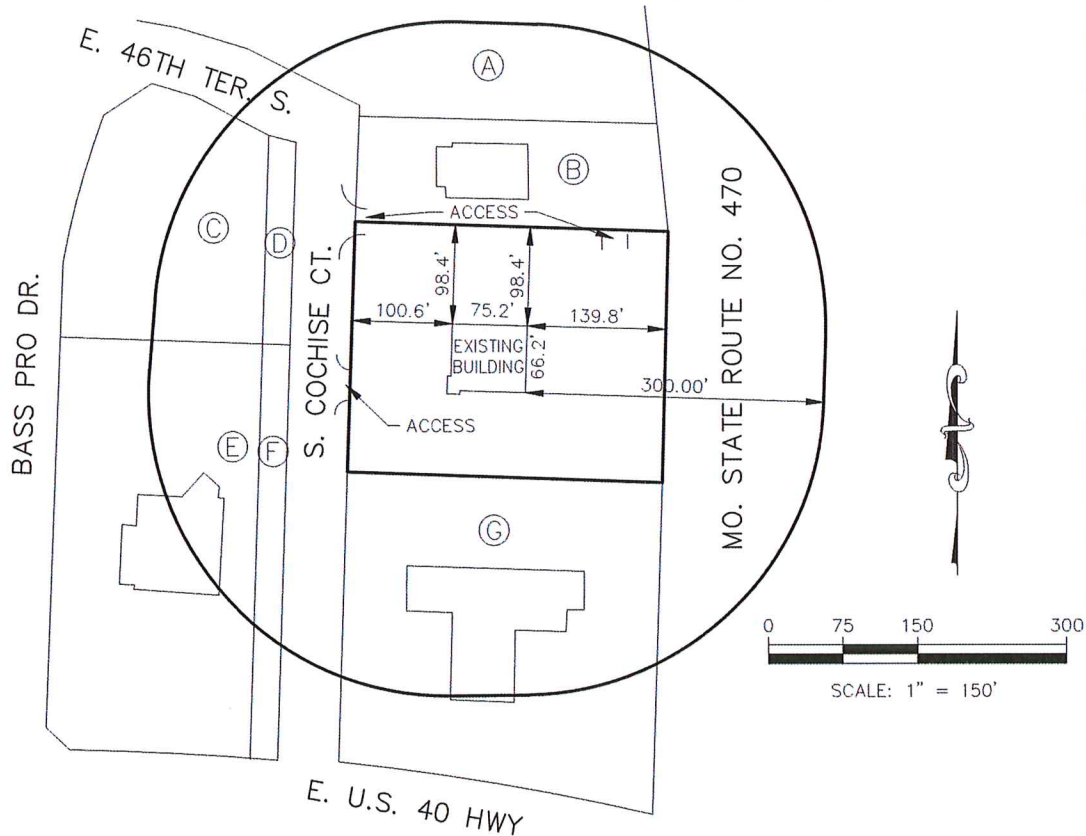


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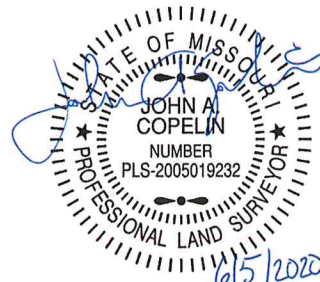
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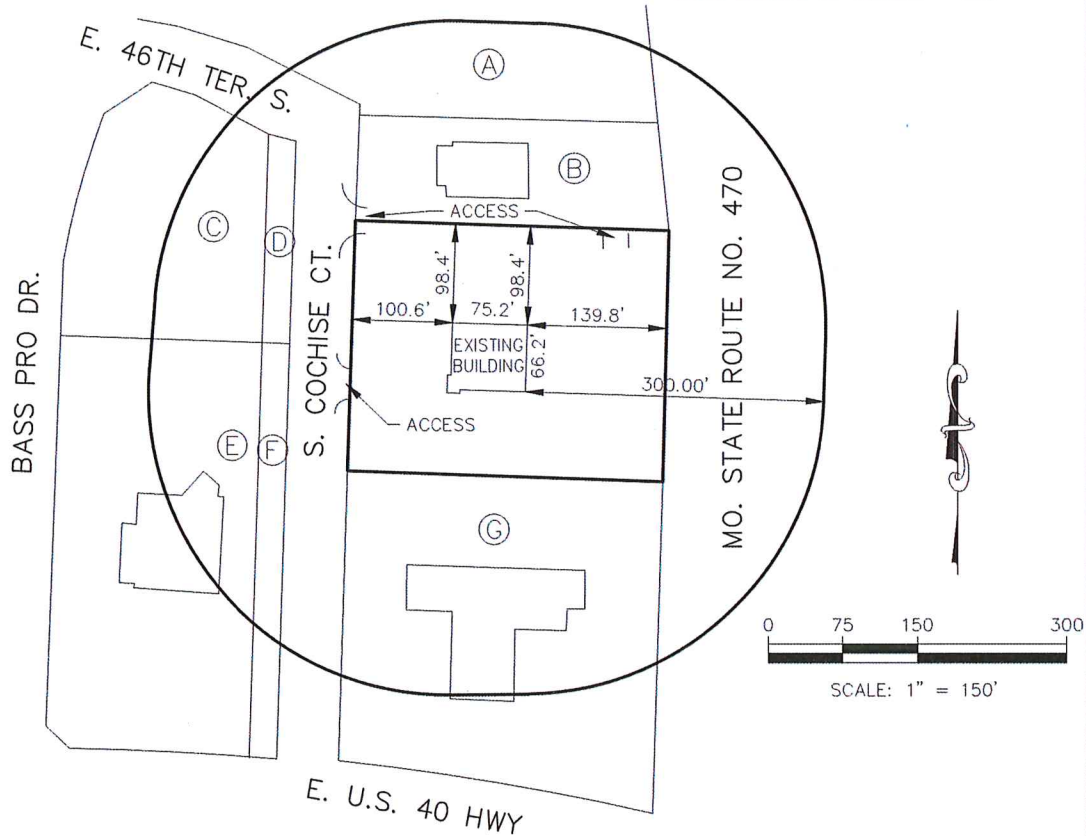


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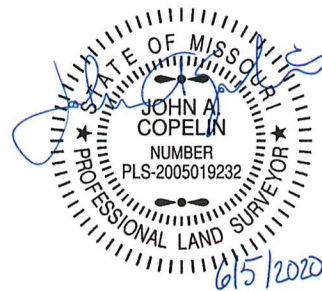
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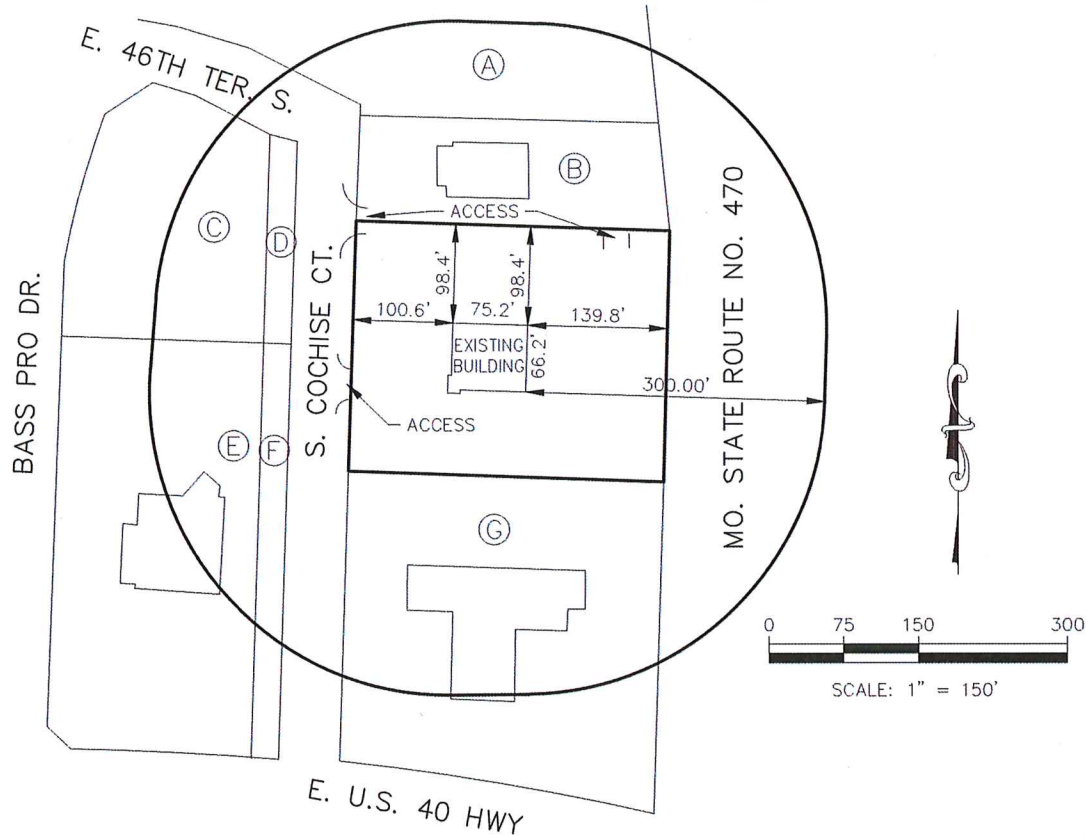


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PROPERTY OWNERSHIPS

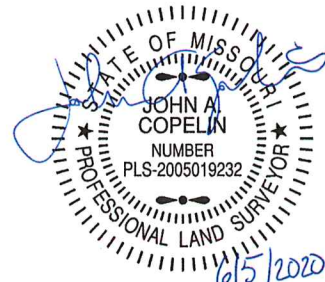
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