

BILL OF SALE FOR LIQUOR LICENSE

This Bill of Sale for the Sale of the Liquor License dated March 30, 2009 between Stokesay Management Corporation whose address is Stokesay Castle Lane, Lower Alsace Township, Pennsylvania ("Seller") AND

Buyer's name: _____ ("Buyer")

Buyer's Social Security No. or Tax ID No.: _____

Buyer's address: _____

Buyer's telephone number: _____ Cell Phone: _____

Buyer's fax number: _____ Email Address: _____

(referred to as "Buyer"), who agrees to buy Liquor License (referred to as "License") issued by the Pennsylvania Liquor Control Board (referred to as "Board"), upon the following terms and conditions:

SALE AND PURCHASE. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase the property described in this Agreement

1. PURCHASE PRICE.

High bid \$ _____

plus a 10% buyer's premium \$ _____

equals the Purchase Price of \$ _____

(the "Purchase Price").

2. PAYMENT OF PURCHASE PRICE. Buyer will pay the Purchase Price as follows:

Paid on account by guaranteed funds (bank cashier's check, certified check or cash) \$ 5,000.00

Total due at Auction by Personal Check or Cash \$ _____

3. The Buyer warrants that Buyer is a proper person to be a holder of a Liquor License under the rules and regulations of the Pennsylvania Liquor Control Board and under applicable laws and that a transfer of the Liquor License will not be refused for any reason attributed to Buyer. If the transfer of the License is refused for any reason attributed to Buyer, there will not be a return of the money that Buyer has paid Seller for the License. If transfer of the Liquor License is refused for a reason attributed to Seller, Buyer shall be re-paid the full amount of the Purchase Price for the License.

4. Buyer shall diligently complete all applications and other requirements for approval at Buyer's sole expense. Seller shall cooperate to the extent necessary, and shall execute such forms and applications as are required by the Board.
5. The cost of the stock of liquors is not included in the above price or consideration.
6. All times herein shall be of the essence of this Agreement.
7. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
8. This Agreement shall extend to and shall bind the parties hereto, and their respective legal representatives, successors and assigns.
9. This Agreement contains the entire Agreement between the parties; no prior agreement or representation of any kind, and no contemporaneous or subsequent oral agreement or representation and no dealing between the parties or custom shall be permitted to contradict, vary or add to the terms hereof.

The parties hereto, intending to be legally bound hereby, have signed this Agreement the day and year first above written.

WITNESS

STOKESAY MANAGEMENT CORPORATION

BY: _____ (SEAL)
C. Scott Quade

_____ (SEAL)
BUYER

_____ (SEAL)
BUYER