



LAW OFFICES

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PROFESSIONAL LIMITED LIABILITY COMPANY

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October 6, 2022

Via UPS 2nd Day Mail

Ms. Leann Scott, Clerk
City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, Michigan 48309

Re: City of Rochester Hills Liquor License Transfer Application for Nu-Asian Cuisine, LLC, a Michigan Limited Liability Company, Located at 1890 S. Rochester Road

Dear Ms. Scott:

We represent Nu-Asian Cuisine, LLC, a Michigan limited liability company ("Nu-Asian") in liquor licensing matters. Enclosed please find City of Rochester Hills Liquor License Applications for the owners of Nu-Asian, Shepherd Spencer and Lisa Rogers, who are husband and wife.

Nu-Asian is requesting to transfer ownership of a Class C liquor license that is currently in escrow at 111 S. Main St., Royal Oak, Oakland County, Michigan. Please note that Nu-Asian has filed a liquor license transfer application with the Michigan Liquor Control Commission.

Nu-Asian will offer a one-of-a-kind dining experience, with food selections from Japan, the Philippines, and Thailand. This restaurant will be a premier destination for both Pan-Asian and Asian Fusion delights. Nu-Asian will offer a fresh, creative, and consistent array of selections from across the Asia-Pacific region. This unique dining experience will be an asset to the City of Rochester Hills, its residents and businesses, and the surrounding community. In addition to being a full-service restaurant and bar, Nu-Asian will offer party platters with menus that can be customized and enjoyed at private or corporate parties.

Nu-Asian's plan is to hire 20-25 full and part-time employees, making it an economic asset to the City of Rochester Hills in addition to being a unique dining destination.

Nu-Asian's members, Shepherd Spencer and Lisa Rogers, have been successfully operating restaurants with bars in Royal Oak since 1998. They are excited to introduce their concept of dining to those who live and work in Rochester Hills. It is their belief that the specialized Asian fare and friendly customer service will also attract customers from surrounding communities.

The restaurant's hours of operation are as follows:

- Sunday through Thursday: Lunch 11:30am – 2:30pm and Dinner 5:00pm – 9:00pm.
- Friday and Saturday: Lunch 11:30am – 2:30pm and Dinner, 5 p.m. to 11 p.m.

Capacities will be subject to the approval of the Rochester Hills Fire Department.

Nu-Asian is leasing the real estate for its proposed business. The premises was vacant prior to Nu-Asian signing its lease. Nu-Asian will be investing approximately \$480,000.00 in renovations for its business. The funds will come from the members of Nu Asian, LLC.

Enclosed for your review are the following documents:

1. City of Rochester Hills Liquor License Applications;
2. Authorization to Obtain Information & Release for Purposes of Licensure;
3. Filed Articles of Organization and Operating Agreement;
4. Lease Agreement;
5. Floor Plan of the establishment;
6. Menu;
7. Financial statements for Shepherd Spencer and Lisa Rogers; and
8. Check for Application Fee in the amount of \$1,000.00.

Please consider all personal and business documents confidential, and please do not release any of this documentation to the public.

We respectfully request that this matter be placed on an agenda for consideration by the Rochester Hills City Council as soon as possible. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Jessica Hallmark

JAH/mdw
Enclosures



CITY OF ROCHESTER HILLS
LIQUOR LICENSE APPLICATION

The Rochester Hills City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. Failure to provide all required information or attachments could result in a delay or denial of a liquor license.

City Council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of a license. As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the City and its inhabitants resulting from the granting of the license.

Type of license applying for (check all those that apply):

- ___ New Class C License
___ Resort (transfer)
X Class C License (transfer)
___ Tavern (transfer)
___ Microbrewery/Distiller
___ Other: _____

GENERAL INFORMATION:

Applicant's Name: Shepherd Spencer Date: 9-29-22

Business Name: Nu Asian Cuisine, LLC

Address: 1770 McManus Drive, Troy, MI 48084

Phone: 248-892-8083 Email: bucketrider2000@gmail.com

Are you the sole owner and proprietor? [] Yes [x] No

Is the business to be operated as a [] partnership, [] company, [] corporation, or [x] limited liability company?

Length of time business has been in operation: Entity formed on 12/10/2020.

List any other businesses you are affiliated with in and outside of the City of Rochester Hills:

Three horizontal lines for listing other businesses.



SUBJECT PROPERTY:

Location of Proposed License: 1890 S. Rochester Rd., Rochester Hills, MI 48307

Does applicant presently own the premises? Yes No

If no, name of owner of premises: Rochester-Hamlin Retail Center, L.L.C.

Legal description of property: T3N, R11E, SEC 22 HAMLIN PLACE FARMS OUTLOT B & S 400 FT OF OUTLOT C 12/23/85 FR 017, 018 & 019

APPLICANT INFORMATION:

Applicant's Name: Shepherd Spencer Phone No.: 248-892-8083

Address: 1770 McManus Dr. City: Troy ST: MI

Age: 73 Citizenship: United States Date of Birth: 12-28-1948

Birthplace: (City/ST): Detroit, Michigan

If naturalized, year and place: _____

If the applicant is a partnership, company, corporation or limited liability company, give the names, addresses and dates of birth of all persons who will have any financial investment in the licensed business or who will share in the profits of the licensed business:

If a partnership, please complete the following:

Partner's Name: Lisa Mary Rogers Phone No.: 248-892-4042

Address: 1770 McManus Dr. City: Troy ST: MI

Age: 66 Citizenship: United States Date of Birth: 11-14-55

Birthplace: (City/ST): Detroit, Michigan

If naturalized, year and place: _____

Manager's Name: Shepherd Spencer Phone No.: 248-892-8083

Address: 1770 McManus Dr. City: Troy ST: MI

Age: 73 Citizenship: United States Date of Birth: 12-28-1948

Birthplace: (City/ST): Detroit, Michigan

If naturalized, year and place: _____

If a corporation, provide the names, addresses and date of birth of each of the officers and directors:

NAME	ADDRESS	DATE OF BIRTH

Has applicant (or any other individuals listed above) ever been convicted of a felony?

Yes No

If convicted of felony, please explain: _____

ADDITIONAL INFORMATION REQUIRED: *(Please provide the following)*

_____ Evidence of financial responsibility (submit detailed financial statements for past 5 years).

_____ Floor plan, including seating and bar layout and total occupant capacity.

_____ Menu (food and drink). Provide the percentage of gross revenue from the sale of food.

_____ Authorization to Obtain Information & Release for Purposes of Licensure (form included in application packet)

Has the applicant ever applied for a liquor license previously? Yes No

Has this applicant ever been denied a liquor license? Yes No

Have there been any recent liquor licenses at this location? Yes No

Was a liquor license ever suspended or revoked? Yes No If yes, explain the circumstances:

Describe the proposed character/type/theme of establishment: This full-service restaurant and bar will offer traditional, specialty, and exotic dishes from Japan, Thailand, and the Philippines.

What proposed or actual commitments are being made by the applicant to establish permanency in the community?

Applicants are moving their successful business Asian food themed restaurant from Royal Oak to Rochester Hills. Their belief in the area will be evidenced

by their commitment to hiring 20-25 employees to help maintain their solid reputation of providing a one-of-a kind dining experience.

What other factors should the Rochester Hills City Council consider?

The members of Nu Asian Cuisine, LLC have a successful history in serving high quality, unique Asian food. Their vision is for the business to maintain its friendly, neighborhood dining experience.

SIGNATURES:

By signing this application, the property owner is granting approval for the applicant to seek a liquor license at this location. By signing this application, the applicant and contact person are indicating that all information contained in this application, all accompanying plans and all attachments are complete and accurate to the best of his or her knowledge. **This application is not valid unless signed by the property owner.** A review fee is required at the time of application in accordance with the fee schedule as adopted by the City Council.

Signature(s) of Property Owner: Matthew Jonna DocuSigned by:
Matthew Jonna
69E6736A5756418... 9/28/2022
(Name) (Date)

Signature of Applicant: *Shepherd Spencer* 9-29-22
(Name) (Date)

Signature of Contact Person: *Shepherd Spencer* 9-29-22
(Name) (Date)

NOTE:

Applicant must meet with the Liquor License Technical Review Committee prior to appearing before City Council.

In addition to completing the Liquor License application, any new establishment serving alcoholic beverages will also need to complete the Planning Department's Development Application to apply for a Conditional Land Use (as indicated in Section 138-4.300 of the City's Zoning Ordinance).



CITY OF ROCHESTER HILLS
LIQUOR LICENSE APPLICATION

The Rochester Hills City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. Failure to provide all required information or attachments could result in a delay or denial of a liquor license.

City Council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of a license. As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the City and its inhabitants resulting from the granting of the license.

Type of license applying for (check all those that apply):

- ___ New Class C License
___ Resort (transfer)
X Class C License (transfer)
___ Tavern (transfer)
___ Microbrewery/Distiller
___ Other: _____

GENERAL INFORMATION:

Applicant's Name: Lisa Mary Rogers Date: 9-29-22

Business Name: Nu-Asian Cuisine, LLC

Address: 1770 McManus Drive, Troy, MI 48084

Phone: 248-892-4042 Email: bucketrider2000@gmail.com

Are you the sole owner and proprietor? [] Yes [x] No

Is the business to be operated as a [] partnership, [] company, [] corporation, or [x] limited liability company?

Length of time business has been in operation: Entity formed on 12/10/2020.

List any other businesses you are affiliated with in and outside of the City of Rochester Hills:

Little Tree Sushi Bar, Inc., a Michigan corporation

Dixie Moon Saloon, LLC, a Michigan limited liability company



SUBJECT PROPERTY:

Location of Proposed License: 1890 S. Rochester Rd., Rochester Hills, MI 48307

Does applicant presently own the premises? Yes No

If no, name of owner of premises: Rochester-Hamlin Retail Center, L.L.C., a Michigan limited liability company

Legal description of property: T3N, R11E, SEC 22 HAMLIN PLACE FARMS OUTLOT B & S 400 FT OF OUTLOT C 12/23/85 FR 017, 018 & 019

APPLICANT INFORMATION:

Applicant's Name: Lisa Mary Rogers Phone No.: 248-892-4042

Address: 1770 McManus Dr. City: Troy ST: MI

Age: 66 Citizenship: United States Date of Birth: 11-14-55

Birthplace: (City/ST): Detroit, Michigan

If naturalized, year and place: _____

If the applicant is a partnership, company, corporation or limited liability company, give the names, addresses and dates of birth of all persons who will have any financial investment in the licensed business or who will share in the profits of the licensed business:

If a partnership, please complete the following:

Partner's Name: Shepherd Spencer Phone No.: 248-892-8083

Address: 1770 McManus Dr. City: Troy ST: MI

Age: 73 Citizenship: United States Date of Birth: 12-28-1948

Birthplace: (City/ST): Detroit, Michigan

If naturalized, year and place: _____

Manager's Name: Shepherd Spencer Phone No.: 248-892-8083

Address: 1770 McManus Dr. City: Troy ST: MI

Age: 73 Citizenship: United States Date of Birth: 12-28-1948

Birthplace: (City/ST): Detroit, MI

If naturalized, year and place: _____

If a corporation, provide the names, addresses and date of birth of each of the officers and directors:

NAME	ADDRESS	DATE OF BIRTH

Has applicant (or any other individuals listed above) ever been convicted of a felony?

Yes No

If convicted of felony, please explain: _____

ADDITIONAL INFORMATION REQUIRED: *(Please provide the following)*

_____ Evidence of financial responsibility (submit detailed financial statements for past 5 years).

_____ Floor plan, including seating and bar layout and total occupant capacity.

_____ Menu (food and drink). Provide the percentage of gross revenue from the sale of food.

_____ Authorization to Obtain Information & Release for Purposes of Licensure (form included in application packet)

Has the applicant ever applied for a liquor license previously? Yes No

Has this applicant ever been denied a liquor license? Yes No

Have there been any recent liquor licenses at this location? Yes No

Was a liquor license ever suspended or revoked? Yes No If yes, explain the circumstances:

Describe the proposed character/type/theme of establishment: This full-service restaurant and bar will offer traditional, specialty, and exotic dishes from Japan, Thailand, and the Philippines.

What proposed or actual commitments are being made by the applicant to establish permanency in the community?

Applicants have operated a successful Asian food themed restaurant business in Royal Oak for many years, and are now seeking to open a new location in Rochester Hills.

Their commitment to this community is evidenced by their plan to invest in this location, including hiring 20-25 employees and building on their reputation for providing a one-of-a kind dining experience.

What other factors should the Rochester Hills City Council consider?

The members of Nu-Asian Cuisine, LLC have a successful history of serving high quality, unique Asian food. They will continue to offer a friendly, neighborhood dining experience at this new location.

SIGNATURES:

By signing this application, the property owner is granting approval for the applicant to seek a liquor license at this location. By signing this application, the applicant and contact person are indicating that all information contained in this application, all accompanying plans and all attachments are complete and accurate to the best of his or her knowledge. **This application is not valid unless signed by the property owner.** A review fee is required at the time of application in accordance with the fee schedule as adopted by the City Council.

Signature(s) of Property Owner: Matthew Jonna DocuSigned by:
Matthew Jonna
69E6736A5756418... 9/28/2022
(Name) (Date)

Signature of Applicant: Kevin M. Rogers 9/29/22
(Name) (Date)

Signature of Contact Person: Shepherd Spencer 9/29/22
(Name) (Date)

NOTE:
Applicant must meet with the Liquor License Technical Review Committee prior to appearing before City Council.
In addition to completing the Liquor License application, any new establishment serving alcoholic beverages will also need to complete the Planning Department's Development Application to apply for a Conditional Land Use (as indicated in Section 138-4.300 of the City's Zoning Ordinance).



08

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received	AC1	(FOR BUREAU USE ONLY)
DEC 09 2020	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

Name Shepherd Spencer		
Address 1770 McManus Drive		
City Troy	State Michigan	ZIP Code 48084

TranInfo:1 24418774-1 12/07/20
 Chk#: 2442 Amt: \$50.00
 ID: LISA ROGERS
FILED
 EFFECTIVE DATE: **DEC 10 2020**

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

ADMINISTRATOR
CORPORATIONS DIVISION

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Nu-Asian Cuisine, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: Shepherd Spencer

2. The street address of the location of the registered office is:
1770 McManus Drive Troy, Michigan 48084
 (Street Address) (City) (Zip Code)

3. The mailing address of the registered office if different than above:
 _____, Michigan _____
 (P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 1st day of December, 2020

SS

By Shepherd Spencer
(Signature(s) of Organizer(s))

Shepherd Spencer

(Type or Print Name(s) of Organizer(s))

**OPERATING AGREEMENT FOR
NU-ASIAN CUISINE, LLC
A Michigan Limited Liability Company**

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This Operating Agreement (this "Agreement") is made effective as of December 10, 2020, among Nu-Asian Cuisine, LLC, a Michigan limited liability company (the "Company"); Shepherd Spencer and Lisa M. Rogers, a married couple as tenants by the entirety, and those individuals who are later admitted as members (individually, "Member," and collectively, "Members"), who agree as follows:

RECITALS

On December 10, 2020, the Members formed the Company under the laws of the State of Michigan by filing Articles of Organization with the Bureau of Commercial Services of the Michigan Department of Licensing & Regulatory Affairs, and became Members in the Company.

The Members and the Company desire to enter into this Agreement to set forth the entire agreement and the relationships intended between the Members.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements hereinafter set forth, the Company and the Members agree as follows:

ARTICLE I. - DEFINITIONS

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined elsewhere in this Agreement shall have the meanings set forth in this Article.

1.2 Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

1.3 Membership Interest. "Membership Interest" has the same meaning as defined in the Michigan Limited Liability Company Act, MCL 450.4101 et seq.

1.4 Regulations. "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.5 Net Cash From Operations. "Net Cash From Operations" means the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, as all determined by the Members. Net Cash From Operations shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this Section.

1.6 Net Cash From Sales or Refinancings. "Net Cash From Sales or Refinancings" means the net cash proceeds from all sales, other dispositions, and refinancings of Company property, less any portion thereof used to establish reserves, all as determined by the Members. Net Cash From Sales or Refinancings shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with the sale or other disposition of Company property.

ARTICLE II. - ORGANIZATION

2.1 Formation. The Company has been organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act, 1993 PA 23, as amended (the "Act") by the filing of Articles of Organization ("Articles") with the Michigan Department of Licensing & Regulatory Affairs as required by the Act.

2.2 Name. The name of the Company is Nu-Asian Cuisine, LLC. The Company may also conduct its business under one or more assumed names.

2.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act, including, without limitation, the acquisition and operation of a bar and restaurant. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

2.4 Duration. The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

2.5 Registered Office and Resident Agent. The Company's Registered Office and Resident Agent shall be as designated in the initial or amended Articles. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

2.6 Intention for Company. The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member or person, and the Articles, this Operating Agreement, and the relationships created by and arising from them shall not be construed to suggest otherwise.

2.7 Taxation as a Partnership. The Members intend that the Company shall be taxed as a partnership, pursuant to Subchapter K of the Code, for federal and state income tax purposes, and agree to report all Company items of income, gain, loss, deduction and credit in accordance with that Subchapter. The Members have the right, at any future time, to make an election for the Company to be taxed as an S corporation.

ARTICLE III.- BOOKS, RECORDS, AND ACCOUNTING

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. Such books and records, together with a list of the name and address of each Member, shall be kept at the Company's Registered Office.

3.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

3.3 Reports. The Company shall provide to the Members, in the time, manner, and form that the Company determines, reports concerning the financial condition and results of operation of the Company and the Members' Capital Accounts. Such reports shall be provided at least annually, as soon as practicable after the end of each calendar year, and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction, and credit.

3.4 Members' Accounts. The Company shall maintain separate Capital Accounts for each Member. Each Member's Capital Account shall reflect the Member's Capital Contributions and increases for the Member's share of any of the Company's net income or gain. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any of the Company's losses and deductions.

ARTICLE IV. - CAPITAL CONTRIBUTIONS; MEMBERSHIP INTERESTS

4.1 Members' Capital Accounts. Each Member shall contribute to the capital of the Company the amount specified on Exhibit A attached hereto, which is incorporated into and made a part of this Agreement. The Company shall calculate and maintain capital accounts for each Member ("Capital Accounts") according to the provisions of this Article, next following.

- (a) For purposes of calculating and maintaining each Capital Account, the term "Capital Contributions" shall have the following meaning: "Capital Contributions" means, with respect to any Member, the amount of money and the initial gross asset value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member pursuant to the terms of this Agreement.
- (b) Each Member's Capital Account shall be credited by the amount of such Member's Capital Contributions as defined above, such Member's distributive share of profits and any items in the nature of income or gain which are specially allocated pursuant to the provisions of Article V hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.
- (c) Each Member's Capital Account shall be debited by the amount of cash and the gross asset value of any property distributed to such Member pursuant to any provisions of this Agreement, such Member's distributive share of losses and any items in the nature of expenses or losses which are specially allocated pursuant to the provisions of Article V hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.
- (d) In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.
- (e) In determining the amount of any liability for purposes of Sections 4.1(b) and 4.1(c) hereof, there shall be taken into account applicable provisions of the Code and Regulations.

Nu-Asian Cuisine, LLC
Operating Agreement
Page 4

4.2 Membership Interests. Conditioned upon each Member's actual and timely Capital Contribution to the Company as described in Section 4.1, each of the Members shall acquire the Membership Interest in the Company set opposite his name below:

<u>Member</u>	<u>Membership Interest</u>
Shepherd Spencer & Lisa M. Rogers, a married couple, as tenants by the entireties	100%

A Membership Interest may be adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company. Any additional Member (other than an assignee of a Membership Interest who has been admitted as a Member) shall make the Capital Contribution set forth in an agreement among the additional Member, the Company and the Members. No interest shall accrue on any Capital Contribution and no Member shall have any right to withdraw or to be repaid any Capital Contribution except as provided in this Agreement.

4.3 Additional Contributions. The Members may determine from time to time that additional Capital Contributions are needed to enable the Company to conduct its business and affairs. After making such a determination, notice shall be given to all Members in writing at least ten (10) business days before the date on which the additional contributions are due. The notice shall describe in reasonable detail the purposes and uses of the additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is due. Each Member shall make such additional Capital Contributions proportionate to his or her Membership Interest. Subject to the provisions of Section 4.4, below, such additional Capital Contributions shall not constitute or result in an increase or a redistribution of Membership Interests. Any Member who has fulfilled his or her commitment has the right, but not the obligation, to make any additional Capital Contributions needed, according to that Member's Membership Interest.

4.4 Failure to Contribute. If a Member fails to make an additional Capital Contribution when required, the Membership Interests shall be redistributed in proportion to the Members' total Capital Contributions, and the Company may, in addition to pursuing any other rights and remedies the Company may have under the Act or applicable law, take any enforcement action (including the commencement and prosecution of court proceedings) against that Member that the other Members consider appropriate. The remaining Members may elect to permit the defaulting Member to pay the additional Capital Contribution within a specified period of time, not to exceed six (6) months, during which time the Membership Interests shall not be redistributed as described above ("Grace Period"), and may also elect to extend the Grace Period. Moreover, each of the remaining Members may, but is not required to, elect to pay to the Company an amount equal to the required capital proportional to their Membership Interests or an amount which is the greater of either: i) an amount equal to the contribution of other Members who also choose to contribute; or ii) whatever amount is not contributed by other Members, if any of the other Members choose not to contribute fully. However, the redistribution of Membership Interests shall not be suspended during the Grace Period if any remaining Members elect to pay the required capital or any portion thereof. If any Members choose to pay the Company for the defaulting Member's contribution, the defaulting Member may reimburse the contributing members in full or in part, pro-rata to their respective contributions, during the Grace Period. At the end of the Grace Period, if full reimbursement has not been made,

the Membership Interest for each Member will be recalculated and reallocated according to the following formula: the amount of the additional and unreimbursed capital contributions for each Member will be added to the original Capital Contribution of that Member, which amount will be the numerator of a fraction, of which the denominator will be the aggregate of all of the original and additional Capital Contributions of all Members. The defaulting Member's Membership Interest will be reduced accordingly and the Membership Interests of the Members who contributed additional Capital Contributions will be increased accordingly.

ARTICLE V. - ALLOCATIONS AND DISTRIBUTIONS

5.1 Profits. After giving effect to any special allocations necessary to comply with the Code and Regulations (the "Regulatory Allocations"), profits shall be allocated among the Members in proportion to their respective Membership Interests.

5.2 Losses. After giving effect to the Regulatory Allocations, losses shall be allocated among the Members in proportion to their respective Membership Interests.

5.3 Curative Allocations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.3. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations) the Members shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated in proportion to the Members' respective Membership Interests. In exercising the discretion under this Section 5.3, the Members shall take into account further Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

5.4 Other Allocation Rules.

- (a) The Members are aware of the income tax consequences of the allocations made by this Article V and hereby agree to be bound by the provisions of this Article V in reporting their shares of Company income and loss for income tax purposes.
- (b) For purposes of determining the profits, losses or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Regulations thereunder.

5.5 Distributions. The Company shall make distributions to the Members from time to time out of Net Cash From Operations as such term is defined in Section 1.5 and/or Net Cash From Sales or Refinancing, as such term is defined in Section 1.6. Such distributions may be made only after the Members determine, in their reasonable judgment, that the Company has sufficient cash on hand which exceeds the current and anticipated needs of the Company to fulfill its business purposes (including needs for operating expenses, debt service, acquisitions, reserves and mandatory

distributions, if any). Such distributions shall be made to the Members in accordance with and proportionate to their respective Membership Interests. Such remaining profits shall be distributed without preference or priority, *pari passu*, unless expressly otherwise provided in the Agreement. Distributions shall be made in cash or property or partially in both, as determined by the Members. No distribution shall be declared or made until any loan given by any Member of the Company to the Company has been repaid in full, including any accrued interest. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities, plus the amount that would be needed if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the member receiving the distribution. Notwithstanding anything to the contrary contained in the foregoing, Members may elect to perform services for the Company pursuant to employment agreements, and sums thus paid may be treated as distributions for tax purposes but not for purposes of this Article.

ARTICLE VI. - DISPOSITION OF MEMBERSHIP INTERESTS

6.1 Compliance with Securities Laws. Each Member respectively covenants with, and represents and warrants to, the Company and the other Members, respectively, as follows:

- (a) Such Member has acquired his or her Membership Interest for his or her own account and for investment purposes only, and not with a view to the assignment of all or any portion of such Membership Interest;
- (b) Such Member shall not assign all or any portion of his or her Membership Interest in a manner which violates any federal or state securities law; and
- (c) Such Member shall indemnify, defend and hold harmless the other Members, the Company and the Company's employees, agents, successors and assigns from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by the indemnitee in defense of any act or omission), judgments or amounts paid in settlement by the indemnitee incurred by the indemnitee as a result of any breach of the covenants, representations and warranties made in this Section 6.1 by such Member.

6.2 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other disposition of any Membership Interest shall be made only in compliance with this Article. No Membership Interest shall be disposed of if (a) the disposition would cause a termination of the Company under the Internal Revenue Code of 1986, as amended; (b) the disposition would not comply with all applicable state and federal laws, including state and federal securities laws and regulations, the Michigan Liquor Control Code, and the rules and regulations of the Michigan Liquor Control Commission; (c) the assignee of the Membership Interest fails to provide the Company with the information and agreements that the Members may require in connection with such a disposition, or the disposition does not comply with any other provision of this Agreement; or (d) the assignee of the Membership Interest is not qualified, for any reason, to

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hold a liquor license issued by the Michigan Liquor Control Commission. Any attempted disposition of a Membership Interest in violation of this Article is void.

6.3 *Right of First Refusal.* A Membership Interest may not be pledged, sold or otherwise transferred by operation of law or any other means, unless the membership is first offered to the Company and the remaining Member(s) in accordance with the following terms and conditions:

- (a) The Member must notify the Company in writing that the Member intends or desires to transfer the Membership Interest. The notice must include the name of the proposed transferee, the terms of the proposed transfer, and the consideration offered, if any, for the transfer of the Membership Interest.
- (b) The Company shall have thirty (30) days after receipt of the written notice to determine whether to buy the Membership Interest from the Member. If the Member has received a bona fide offer to buy the Membership Interest, the Company may purchase the Membership Interest on the same terms and for the same consideration as the bona fide offer. If the offer disclosed in the notice is not a bona fide offer received from a third party, the Company may purchase the Membership Interest under the procedures described in Section 6.5.
- (c) If the Company does not elect to buy the Membership Interest, the Membership Interest shall be offered to the remaining Member(s) of the Company. Written notice of the offer (as set forth in subsection (a) above) shall be furnished to the remaining Member(s), who shall have thirty (30) days after receipt of the written notice to determine whether to buy the Membership Interest from the transferring Member. The price and terms shall be as provided in subsection (b) above. If there is more than one remaining Member who elects to buy the Membership Interest, the Membership Interest shall be divided among the electing Members in proportion to their Membership Interests.
- (d) If the Membership Interest is not purchased by the Company or the remaining Member(s), the Membership Interest may be transferred once free from the restrictions contained in this Article. After the transfer, this restriction shall attach to the Membership Interest transferred. The transferee shall have the rights of an assignee unless admitted as a substitute Member under Section 6.8.

6.4 *Exceptions.* The restrictions in Section 6.2, except with respect to qualification to hold a liquor license, and the right of first refusal in Section 6.3 do not apply to a voluntary transfer by a Member to a revocable living trust established by that Member or to a transfer to the personal representative of a deceased or permanently disabled Member's estate. Any Membership Interest owned by a revocable living trust is considered to be owned by the Member who established the living trust until that Member's death or permanent disability. A personal representative of a deceased or permanently disabled Member's estate shall hold the Membership Interest only as an assignee with the rights described at Section 6.7.

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6.5 Call Option. If a Member attempts to transfer all or any portion of a Membership Interest in violation of this Agreement, the Company shall have the option to purchase that Member's Membership Interest in accordance with the following terms and conditions:

- (a) This option may be exercised by giving the Member whose interest is to be purchased written notice of the exercise of the option. Closing shall take place within sixty (60) days after notice of the exercise of the option is given.
- (b) The purchase price for the interest shall be sixty percent (60%) of the balance in the transferring Member's Capital Account as of the last day of Company's most recently ended tax year.
- (c) The purchase price shall be paid as follows: (i) ten percent (10%) of the purchase price shall be paid by cashier's or certified check or by wire transfer at closing; and (ii) the balance of the purchase price shall be paid with a promissory note from the Company providing for payment of principal and interest in equal monthly installments amortized over a period of ten (10) years and payable in full at the end of ten (10) years. Interest shall accrue from the date of closing at the applicable federal rate for notes of similar length. The note may be prepaid without penalty.

6.6 Death, Dissolution, Permanent Disability or Divorce of a Member. Upon the death or permanent disability of either Shepherd Spencer or Lisa M. Rogers, any Membership Interest held by the two of them, as tenants by the entireties, will be wholly owned by the survivor of the two of them. Except as otherwise expressly provided in the immediately foregoing sentence, upon the death, dissolution, permanent disability (as defined below in this Section) or divorce of a Member ("Departing Member"), the Company shall purchase the Departing Member's interest in the Company in accordance with the following terms and conditions.

- (a) The closing on the purchase and sale of the Departing Member's interest shall take place within ninety (90) days of notice of the Departing Member's death, dissolution, permanent disability or divorce.
- (b) Except as provided in Section 6.9, the purchase price of the Departing Member's interest is Book Value. "Book Value" means the Company's total assets minus total liabilities, as shown on the Company's financial statements using accounting principles consistently applied, except that values for real estate held by Company shall be determined by appraisal, for the fiscal year ending immediately prior to the year the written notice of transfer is received by the Company multiplied by the Departing Member's Percentage Interest. If the parties to the transaction do not agree on the calculation of Book Value, upon the demand of any party, the parties shall attempt to agree on the selection of a certified public accountant to be hired for the purpose of calculating Book Value (who may also hire a real estate appraiser for determining real estate values), and whose determination is binding on all parties. If the parties are unable to agree on the selection of a certified public

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accountant within fifteen (15) days after the demand, any party may demand arbitration pursuant to Section 11.1.

- (c) The purchase price shall be paid as follows: (i) the greater of twenty percent (20%) of the purchase price or the amount of any insurance paid to the Company as a result of the deceased Member's death, but not more than the purchase price, shall be paid by certified or cashier's check or by wire transfer at closing; and (ii) the balance shall be paid with a promissory note payable to the Departing Member, or in the event of a death or disability, to the personal representative or trustee as appropriate, in sixty (60) equal monthly installments of principal and interest. Interest shall accrue from the date of closing at the applicable federal rate for notes of similar length. The first payment shall be due one month from the date of closing. The promissory note shall be subordinate to all the Company's indebtedness to banks or other lending institutions incurred prior to the Departing Member's death or dissolution, including any renewals, extensions or modifications of those debts. The note may be prepaid without penalty.
- (d) A personal representative's interest in the Company is that of an assignee under Section 6.7.
- (e) In the event of a filing of a complaint for divorce, by or against a Member, the Member shall promptly notify each other Member and the Company in the form of the notice described in Section 6.13.
- (f) For purposes of this Operating Agreement, a Member who is an individual shall be deemed to suffer from a permanent disability if he or she has a physical or mental impairment that substantially limits one or more life activities and that exists for 60 days and is expected to continue for an additional six months or the remainder of the Member's life. In the event of such determination, the Member shall promptly notify each other Members and the Company in the form of the notice described in Section 6.13.

6.7 Rights of Assignee. Subject to the other provisions of this Article, a Member may assign the Member's Membership Interest in the Company in whole or in part. The assignment of a Membership Interest does not entitle the assignee to participate in the management and affairs of the Company or to become a Member. An assignee is entitled to receive, to the extent assigned, the distributions to which the assigning Member would otherwise be entitled.

6.8 Admission of a Substitute Member. An assignee of a Membership Interest is admitted as a substitute Member, having all the rights and powers of the assigning Member only if the following requirements are satisfied: (a) the Members consent in writing; (b) the assignee agrees to be bound by the terms and conditions of this Agreement, and all rights are conditioned upon the assignee signing this Agreement; (c) an opinion of counsel for the Company is obtained to the effect that there is no violation of applicable federal or state securities laws and other legal requirements; (d) if the Member is an organization, it is duly organized, validly existing, and in good standing under the laws of its state of organization with full power to execute and agree to this Agreement

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and to perform its obligations as outlined in this Agreement; and (e) the Member whose Membership Interests are the subject of the transfer, or the substitute Member, shall reimburse the Company for all reasonable costs and expenses the Company incurs in connection with the transfer of the Membership Interests and in obtaining compliance with the terms and provisions of this Agreement. An assignee will be considered to be a substitute Member upon signing a counterpart of this Agreement.

6.9 Agreed Value. Notwithstanding anything to the contrary above, the Company and Members may, from time to time, establish a predetermined agreed value to be used as the purchase price (in lieu of any purchase price determined by the foregoing provisions) upon the transfer of Membership Interests (“Agreed Value”). The Agreed Value shall be made, from time to time, in a writing that shall be signed and dated by all the Members and that shall be amended or revoked only by written agreement of all the Members, and, in any event, shall automatically expire and terminate if not renewed by the written agreement of all the Members within one year following the date the Agreed Value was last established or renewed. The Agreed Value, while effective, shall substitute for and supersede any purchase price determined by the foregoing provisions of this Article. The Members may further agree that the Agreed Value will be discounted to account for certain circumstances or that a discounted Agreed Value shall apply for certain sections stated within this Article.

6.10 Withdrawal of a Member. A Member may withdraw from the Company only upon the transfer of a Member’s entire interest under the provisions of Sections 6.3 or 6.5, or with the approval of the Members holding a majority of the Membership Interests in accordance with the following terms and conditions.

- (a) The Member must notify the Company in writing that the Member intends and desires to withdraw from the Company.
- (b) The withdrawing Member’s Membership Interest shall be offered to the remaining Member(s) of the Company, who shall have thirty (30) days after receipt of the written notice to determine whether to buy the Membership Interest from the withdrawing Member. The price and terms shall be as provided in subsection (d) below. If there is more than one remaining Member who elects to buy the Membership Interest, the Membership Interest shall be divided among the electing Members in proportion to their Membership Interests.
- (c) If no remaining Members elect to buy the Membership Interest, the Company shall purchase the withdrawing Member’s Membership Interest. The price and terms shall be as provided in subsection (d) below.
- (d) Except as otherwise provided in this subsection (d), a withdrawing Member is entitled to receive as a distribution in exchange for the Member’s Membership Interest an amount equal to ninety percent (90%) of the Book Value, as calculated pursuant to Section 6.6(b), based on figures for the fiscal year ending immediately prior to the year the written notice of withdrawal is received by the Company. If all the Members otherwise agree in writing to

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an amount to which the withdrawing Member will be entitled because of the withdrawal, the withdrawing Member will be entitled to a distribution equal to the agreed upon amount subject to the restrictions on distributions provided by the Act and this Agreement. The distribution that the withdrawing Member is entitled to receive pursuant to this Section 6.10(d) will be the only distribution that the withdrawing Member is entitled to receive.

- (e) The purchase price shall be paid as follows: (i) twenty percent (20%) of the purchase price shall be paid by certified or cashier's check or by wire transfer at closing; and (ii) the balance shall be paid with a promissory note payable to the withdrawing Member in sixty (60) equal monthly installments of principal and interest. Interest shall accrue from the date of closing at the applicable federal rate for notes of similar length. The first payment shall be due one month from the date of closing. The promissory note shall be subordinate to all the Company's indebtedness to banks or other lending institutions incurred prior to the withdrawal, including any renewals, extensions or modifications of those debts.
- (f) If a withdrawing Member has guaranteed obligations of the Company, the remaining Members will endeavor to cause the Company to obtain a release of the guaranty as soon as practicable.

6.11 Admission of Additional Members. Additional Members may be admitted only if the following requirements are satisfied: (a) all of the Members consent in writing; (b) the additional Member agrees to be bound by the terms and conditions of this Agreement, and all rights are conditioned upon the additional Member signing an Amendment to this Agreement; (c) the additional Member makes the required contribution to capital as determined by the existing Members; (d) the admission will not result in an adverse tax consequence for the Company or any of its Members; (e) the admission will not constitute a violation of, or constitute an event which would require registration of the Membership Interests (as defined in the Act) in Company under, state or federal securities laws, regulations or rules; and (f) if the Member is an organization, it is duly organized, validly existing, and in good standing under the laws of its state of organization with full power to execute and agree to this Agreement and to perform its obligations as outlined in this Agreement.

6.12 Expulsion of a Member. A Member may be expelled in accordance with the following terms and conditions if the Member engages in dishonest or fraudulent actions resulting or intended to result, directly or indirectly, in any demonstrable material harm to the Company.

- (a) The Company must notify the Member in writing that the Company intends to expel the Member.
- (b) A Member being expelled by the Company is entitled to receive as a distribution in exchange for the Member's Membership Interest an amount equal to fifty percent (50%) of the Book Value, as calculated pursuant to Section 6.6(b), based on figures for the fiscal year ending immediately prior to the year the written notice of expulsion is issued by the Company. The

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distribution that the Member being expelled is entitled to receive pursuant to this Section 6.12(b) will be the only distribution that the Member is entitled to receive.

- (c) The purchase price shall be paid as follows: (i) twenty percent (20%) of the purchase price shall be paid by certified or cashier's check or by wire transfer at closing; and (ii) the balance shall be paid with a promissory note payable to the expelled Member in sixty (60) equal monthly installments of principal and interest. Interest shall accrue from the date of closing at the applicable federal rate for notes of similar length. The first payment shall be due one month from the date of closing. The promissory note shall be subordinate to all the Company's indebtedness to banks or other lending institutions incurred prior to the expulsion, including any renewals, extensions or modifications of those debts.

6.13 *Involuntary Transfer.* Any member who has any information that would reasonably lead such Member to expect that an Involuntary Transfer (as defined herein) is foreseeable, must promptly send a notice to each other Member and to the Company and be deemed to have offered to sell its Membership Interests. Such notice shall include a statement of the type of proposed transfer, the name, address (both home and office), and business occupation of the person to whom such Membership Interests would be transferred, and any other facts that are or would reasonably be deemed material to the proposed transfer.

- (a) "Involuntary Transfer" means a transfer of a Membership Interest made on account of a court order or otherwise by operation of law, including without limitation, any transfer incident to the sale or other disposition by a trustee or debtor in possession appointed or retained in a bankruptcy case, and a sale at any creditors' or judicial sale. Involuntary Transfer shall not include any meanings under the definition of "Departing Member."
- (b) The Company shall have thirty (30) days after receipt of the written notice to determine whether to buy the Membership Interest from the Member under the terms described in Section 6.5.
- (c) If the Company does not elect to buy the Membership Interest, the Membership Interest shall be offered to the remaining Member(s) of the Company, who shall have thirty (30) days to determine whether to buy the Membership Interest from the transferring Member. The price and terms shall be as provided in subsection (b) above. If there is more than one remaining Member who elects to buy the Membership Interest, the Membership Interest shall be divided among the electing Members in proportion to their Membership Interests.
- (d) If the Membership Interest is not purchased by the Company or the remaining Member(s), such Involuntary Transfer may be completed. After the transfer, the restrictions of this Article shall attach to the Membership Interest transferred. The transferee shall have the rights of an assignee unless

admitted as a substitute Member under Section 6.8. If, however, an Involuntary Transfer is not consummated within thirty (30) days after the expiration of the latter of the time periods for the Company's and Members' options to purchase the Membership Interest, the provisions of this Agreement shall again apply to the Membership Interests as if no such Involuntary Transfer had been contemplated and no notice had been given. An Involuntary Transfer is consummated when the Company has been given notice that legal title to the Membership Interests has been transferred, subject to recordation in its books and records.

ARTICLE VII. - MEETINGS OF MEMBERS

7.1 Voting. All Members shall vote on any matter submitted to a vote of the Members. Each Member shall have one vote and/or fractional vote for each percent or fraction of a percent Membership Interest held by such Member; provided, however, that the voting rights of any Member in default of payments or other obligations of this Agreement or of any employment agreement with the Company shall be suspended until such time as the Member brings the status of its payments or other obligations with the Company into good standing. The Members shall vote on all matters involving the operation of the Company and the conduct of its affairs, and on all of the following: (a) the dissolution of the Company pursuant to Section 10.1(b) of this Agreement, (b) the merger of the Company, (c) a transaction involving an actual or potential conflict of interest between a Member and the Company, (d) an amendment to the Articles or this Operating Agreement, (e) borrowing money from banks and other lenders, and issuing notes, debentures and other debt securities and mortgaging, pledging, or encumbering the Company's assets to secure any borrowings on the Company's behalf, (f) the sale, exchange, lease, or other transfer of all or substantially all of the Company's assets and/or property other than in the ordinary course of business, (g) the admission of any additional or substitute Member to the Company, and (h) the expulsion of any Member from the Company.

7.2 Required Vote. Unless a greater vote is required by the Act, the Articles, or this Agreement, the affirmative vote or consent of a majority of the Membership Interests of all the Members entitled to vote or consent on the matter is required.

7.3 Meetings. Members holding at least ten percent (10%) of the Membership Interests of all Members may call a meeting. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date. All meetings of Members shall be presided over by a Chairperson, designated by the Members from amongst themselves.

7.4 Consent. Any action required or permitted to be submitted to a vote of the Members may be taken by consent without a meeting, prior notice, or a vote. The consent must be in writing, set forth the action taken, and be signed by the Members having at least the minimum number of votes necessary to authorize or take such an action at a meeting at which all Membership Interests entitled to vote on the action are present and voting. Every written consent shall also bear the date signifying when each Member signed the consent. Prompt notice of the taking of action without a

meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.

7.5 Proxies. A Member may vote by proxy executed in writing by the Member. The proxy shall be filed with the Company before or at the time of the meeting. A proxy shall not be valid after three months from the date of execution, unless otherwise provided in the proxy.

7.6 Participation in Meetings. Members may participate in a meeting by a conference telephone or similar communication equipment. All participants must be able to hear each other, and shall be advised of the communication equipment. The names of the participants in the conference shall be divulged to all participants. Participation in a meeting pursuant to this procedure shall constitute presence in person at the meeting.

ARTICLE VIII. - MANAGEMENT

8.1 Management Vested With Members. The Company's business and affairs shall be managed by the Members. The Members shall vote upon and decide such matters of management according to the requirements and provisions of Article VII, above. Subject to authority granted or limited by such votes and decisions, and as specified therein, and also subject to the limitations described in Section 8.2 below, each Member will have the power on behalf of the Company to do all things necessary or convenient to carry out the Company's business and affairs, including the power to (a) purchase, lease, or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents, and instruments; (f) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (g) establish pension plans, trusts, profit-sharing plans, and other benefit and incentive plans for Company Members, employees, and agents; (h) obtain insurance covering the Company's business and affairs, its property, and the lives and well-being of its Members, employees, and agents; (i) begin, prosecute, or defend any proceeding in the Company's name; (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances; and (k) accept, decline or reject a contribution of any property by a Member.

8.2 Limitations. Notwithstanding any other provisions of this Agreement, no act shall be taken, sum expended, decision made, obligation incurred, or power exercised by any Member on behalf of the Company, except by unanimous consent of all Members, with respect to (a) any purchase, receipt, lease, exchange, or other acquisition of any real or personal property or business; (b) the sale, exchange, lease, or other transfer of all or substantially all of the Company's assets and/or property other than in the ordinary course of business; (c) any loan, obligation, or indebtedness incurred on behalf of the Company, or the renewal, extension, modification, or replacement of any loan, obligation, or indebtedness of the Company; (d) any mortgage, grant of security interest, pledge, or encumbrance on any of the Company's assets or property; (e) any merger; (f) any amendment or restatement of the Articles or this Agreement; (g) any matter that could result in a change in the amount or character of the Company's capital; (h) any determination that additional capital contributions are needed to enable the Company to conduct its business and affairs; (i) any

change in the character of the Company's business and affairs; (j) the commission of any act that would make it impossible for the Company to carry on its ordinary business and affairs; (k) the admission of any additional or substitute Member to the Company; or (l) any act that would contravene any provision in the Articles, this Agreement or the Act. Moreover, no Member may be expelled except by the unanimous consent of all the remaining Members.

8.3 Standard of Care; Liability. Every Member shall discharge his or her duties as a Member in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner the Member reasonably believes to be in the Company's best interests. A Member shall not be liable for monetary damages to the Company for any breach of management duties except for (a) receipt of a financial benefit to which the Member is not entitled, (b) voting for or assenting to a distribution to Members in violation of this Agreement or the Act, or (c) a knowing violation of the law.

8.4 Reimbursement. Members shall be entitled to reimbursement from the Company for all Company expenses reasonably incurred and paid for by the Member on the Company's behalf.

8.5 Duties; Independent Activities. The Members shall manage and control the Company, its business and its affairs to the best of their ability and shall use their best efforts to carry out the business of the Company as set forth in this Agreement. The Members shall devote themselves to the business of the Company to the extent that they, in their reasonable judgment, deem necessary for the efficient carrying out of such business. Any Member may, notwithstanding the existence of this Agreement, engage in whatever other activities he or she chooses, without having or incurring any obligation to offer any interest in such other activities to the Company or any Member, and, as a material part of the consideration of the Members' execution of this Agreement, each Member waives, relinquishes, and renounces any such right or claim of participation.

ARTICLE IX. - EXCULPATION OF LIABILITY; INDEMNIFICATION

9.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member shall not be liable for the acts, debts, or liabilities of the Company.

9.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify any Member and may indemnify any employee or agent of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Member, employee, or agent of the Company. The Company shall indemnify the Member, employee, or agent against expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by that person in connection with the action, suit, or proceeding. The Company shall indemnify the Member, employee, or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the person reasonably believed to be in the Company's best interests. With respect to a criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an

action, suit, or proceeding, or in defense of any claim, issue, or other matter in the action, suit, or proceeding, that person shall be indemnified against actual and reasonable expenses, including attorney fees, he or she incurs in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Company only as the Company authorizes in the specific case after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding. However, no indemnification shall be provided to any Member, employee, or agent of the Company for or in connection with (a) the receipt of a financial benefit to which the person is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Agreement or the Act; (c) a knowing violation of the law; or (d) an action brought by or in the name of the Company.

ARTICLE X. - DISSOLUTION AND WINDING UP

10.1 *Dissolution.* The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the Articles or this Agreement; (b) on the unanimous consent of all the Members; or (c) upon the entry of a decree of judicial dissolution or by operation of law.

10.2 *Winding Up.* On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed first to creditors, to the extent permitted by law, in order to satisfy Company debts, liabilities, and obligations, and then to Members and former Members. Distributions to Members and former Members shall be made first to satisfy liabilities for distributions and then in accordance with the Members' Membership Interests. The proceeds shall be paid to the Members within ninety (90) days after the date of the winding up.

ARTICLE XI. - MISCELLANEOUS PROVISIONS

11.1 *Arbitration.* If there is a tie vote among the Members or a dispute as to the interpretation of this Agreement, a Manager or any Member may make a written demand for arbitration under this Section. The parties shall attempt to agree on the selection of a single arbitrator to be hired for the purpose of breaking the tie or determining the other matter in dispute, whose determination shall be binding on all parties. If the parties are unable to agree on the selection of a single arbitrator within fifteen (15) days after the demand, each party shall appoint an arbitrator within fifteen (15) days. The two arbitrators shall then select a third arbitrator within fifteen (15) days of their appointment. If any party fails to appoint an arbitrator within the allotted time, there shall be only one arbitrator, the one selected by the other party. Each party shall bear the cost of the arbitrator that party selects. The parties shall equally bear the cost of the third arbitrator (or a single arbitrator if only one arbitrator is selected). The arbitrators shall reach their decision within ninety (90) days after the appointment of the last arbitrator. The tie shall be broken and the interpretation or determination shall be made under the commercial arbitration rules of the American Arbitration Association as modified by this Section. The arbitration award is enforceable as a judgment of any court having proper jurisdiction. Each party shall bear that party's own legal expenses.

11.2 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm, or corporation may in the context require.

11.3 Article Headings. The article headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreement.

11.4 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same.

11.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof.

11.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.7 Amendment. This Agreement may be amended or revoked at any time by a written agreement executed by all of the Members who are Members at the time of such amendment or revocation. No change or modification to this Agreement shall be valid unless made in writing and signed by all of the Members who are Members at the time of such change or modification.

11.8 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address reflected in this Agreement and will be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, by courier, or by facsimile transmission.

11.9 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective distributees, heirs, successors, and assigns.

11.10 Governing Law. This Agreement has been executed and delivered in the State of Michigan and shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. The parties have executed this Operating Agreement on the dates set forth below, to be effective on the date listed on the first page of this Operating Agreement.

ARTICLE XII. - CONFLICTS OF INTEREST

12.1 Conflicts of Interest. Each Member was advised by Adkison, Need, Allen, & Rentrop, PLLC (“Counsel”) that a conflict of interest exists among the Members’ individual interests and that they should seek the advice of independent counsel. Each Member has had the opportunity to seek the advice of independent counsel and has elected to do so or declined to do so without influence from any other party.

Nu-Asian Cuisine, LLC
Operating Agreement
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12.2 Waiver. Each party to this Agreement has the information necessary to make an informed decision regarding this Agreement. Each party to this Agreement waives all claims against Counsel and its individual attorneys regarding any possible conflict of interest regarding this Agreement and its preparation.

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SIGNATURES ON FOLLOWING PAGE

Nu-Asian Cuisine, LLC
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The parties have executed this Operating Agreement on the dates set forth below, to be effective on the date listed on the first page of this Operating Agreement.

Date: 8/21/2022

NU-ASIAN CUISINE, LLC, a Michigan limited liability company

DocuSigned by:
Shepherd Spencer
8BAA60531E11430

By: Shepherd Spencer

Its: Member

Date: 8/21/2022

MEMBERS

DocuSigned by:
Shepherd Spencer
8BAA60531E11430

Shepherd Spencer

Date: _____

Lisa M. Rogers

Nu-Asian Cuisine, LLC
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The parties have executed this Operating Agreement on the dates set forth below, to be effective on the date listed on the first page of this Operating Agreement.

NU-ASIAN CUISINE, LLC, a Michigan limited liability company

Date: _____

By: Shepherd Spencer

Its: Member

MEMBERS

Date: _____

Shepherd Spencer

Date: 8/21/2022

DocuSigned by:
Lisa Rogers
DAA1ADD90173481

Lisa M. Rogers

*Nu-Asian Cuisine, LLC
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Exhibit A

List of Members and Capital Contributions

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Shepherd Spencer & Lisa M. Rogers, as tenants by the entireties 1770 McManus Drive Troy, MI 48084	\$100.00	100%

LEASE

This Lease made as of this 3rd day of May, 2021 (the "Effective Date"), by and between ROCHESTER-HAMLIN RETAIL CENTER, L.L.C., a Michigan limited liability company (herein "Landlord"), whose address is 30777 Northwestern Highway, Suite 301, Farmington Hills, MI 48334 and NU-ASIAN CUISINE, LLC d/b/a Little Tree Sushi Bar, a Michigan limited liability company (herein "Tenant"), whose address is 1770 McManus Dr., Troy, MI 48084.

WITNESSETH:

For and in consideration of the premises and the covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. Leased Premises. Landlord hereby rents and leases to Tenant and Tenant hereby hires and leases from Landlord the following premises, having the common address of 1890 S. Rochester Rd., Rochester Hills, MI 48307 (the "Leased Premises"), the same consisting of approximately three thousand eight hundred (3,800 sq. ft.) square feet which is approximately six and 53/100 (6.53%) percent (hereinafter "Tenant's Percentage") of the net rentable space in the Center (hereinafter referred to as the "Center") (see Site Plan attached as Exhibit F). For a period of sixty (60) days after the Rent Commencement Date (as hereinafter defined), Tenant and Landlord shall have the right to measure the square footage of the Leased Premises and, in the event of any discrepancy in the measured square footage, using BOMA standards: (a) Tenant's architect and Landlord's architect shall meet to resolve such discrepancy; and (b) the Base Rent (as hereinafter defined) and Tenant's Percentage of the Common Expenses (as hereinafter defined) shall be adjusted accordingly. Notwithstanding anything in the preceding sentence to the contrary, (a) neither Landlord's nor Tenant's architect shall take into account any reduction

in the size of the Leased Premises resulting from the work set forth on Exhibit H attached hereto (i.e., the calculations shall be made to the same extent as they would have been made if there were no sound proofing materials added to the wall abutting Fit Body Bootcamp) and (b) Landlord and Tenant acknowledge and agree that all calculations relating to the size of the Leased Premises shall exclude any reductions stemming from the work set forth on Exhibit H. If either Tenant or Landlord fails to re-measure the space on or before the sixty-first (61st) day following the Rent Commencement Date, then the Tenant and the Landlord, as the case may be, waive their right to re-measure the Lease Premises and to adjust the Base Rent and Tenant's Percentage of the Common Expenses.

2. Term. The term of this Lease shall be for sixty (60) full calendar months ("Lease Term") and shall commence upon the Rent Commencement Date as set forth below. The Leased Premises shall be delivered to Tenant in the condition set forth in Section 9 below, as determined by Landlord, so that Tenant may begin its leasehold improvements (the date on which Landlord delivers the Leased Premises to the Tenant being known as the "Delivery Date"); provided, however, Landlord may not deliver the Leased Premises to Tenant prior to May 12, 2021 and Tenant shall not be required to accept delivery of the Leased Premises prior to May 12, 2021. Tenant shall begin to pay rent one hundred eighty (180) days after Tenant receives its building permit from the City of Rochester Hills (the "Rent Commencement Date"), subject to the contingencies set forth in the next sentence of this Section. Notwithstanding anything in this Section or in this Lease to the contrary, the Rent Commencement Date shall be one hundred eighty (180) days after the Effective Date, if (a) Tenant does not make improvements to the Leased Premises which require a building permit, or (b) if Tenant makes improvements to the Leased Premises which require a building permit but does not comply with any or all of the following contingencies: (1) apply for its building permit within sixty (60) days of the Effective

Date (subject to Section 9 below); and (2) diligently pursue its building plans after the same are submitted for review with the appropriate local governing body.

3. Base Rent. Tenant shall pay to Landlord, at Landlord's address as hereinbefore recited (or such other address as may be designated in writing by Landlord), as Base Rent for the Leased Premises the following sums:

	<u>Rent per Sq. Ft.</u>	<u>Monthly Installments</u>	<u>Annual Base Rent</u>
Years 1 - 3	\$15.00 PSF	\$4,750.00	\$57,000.00
Years 4 - 5	\$18.00 PSF	\$5,700.00	\$68,400.00
Years 6 – 10*	\$20.00 PSF	\$6,333.33	\$76,000.00
Years 11 – 15*	\$22.00 PSF	\$6,966.67	\$83,600.00

** Option years if properly exercised*

the first installment of Base Rent and Additional Rent, as described below, being payable in advance upon the execution of this Lease and subsequent installments payable on the first day of each consecutive month thereafter during the term of this Lease; provided, however, that if the Lease Term shall begin on a day other than the first day of the calendar month then the first and last months rent shall be prorated accordingly, provided, further, that Tenant shall not pay Base Rent more than one (1) month in advance.

4. Options to Extend Term. Landlord hereby grants to Tenant two (2) options (the "Options") to renew this Lease in accordance with the terms of this paragraph, for a period of sixty (60) months each (the "Option Periods"). Tenant may exercise the first Option ("First Option") by delivering written notice to the Landlord no later than one hundred and eighty (180) days prior to the expiration of the original Lease Term that it intends to exercise the First Option.

Failure by Tenant to give notice as required above may be, at the sole discretion of the Landlord, a waiver of Tenant's right to exercise the First Option. The Base Rent during each year of the First Option period, if properly exercised, shall be in accordance with the rent schedule above. Tenant may exercise the second Option ("Second Option") by delivering written notice to the Landlord no later than one hundred and eighty (180) days prior to the expiration of the First Option period that it intends to exercise the Second Option. Failure by Tenant to give notice as required above may be, at the sole discretion of the Landlord, a waiver of Tenant's right to exercise the Second Option. The Base Rent during each year of the Second Option period, if properly exercised, shall be in accordance with the rent schedule above. No Option may be exercised if Tenant is in default under this Lease at the time said Option is to be exercised, or has been in default on two (2) or more occasions during any rolling twelve-month period during the Term of the Lease, as extended. All references herein to "Lease Term" shall include any Option period properly exercised by Tenant.

5. Late Payments. Tenant shall pay to Landlord a late charge equal to five (5%) percent of the amount of each installment of Base Rent or any other sum owing from Tenant to Landlord under the terms hereof which is not received by Landlord within three (3) days after its due date, in order to defray the legal, management, bookkeeping and other administrative costs resulting from Tenant's failure to timely make such payments. In addition, Tenant shall pay to Landlord interest on any Base Rent remaining due and payable for thirty (30) days or any sums advanced by Landlord on behalf of Tenant hereunder which are unpaid for thirty (30) days after demand thereof at the rate of twelve (12%) percent per annum from the date such amounts are thirty (30) days past due until payment thereof is received by Landlord. Any and all sums other than Base Rent which are payable by Tenant to Landlord under this Lease are sometimes herein referred to as "Additional Rent". To the extent any sums collected above are in excess of the amounts which

Landlord may lawfully collect, the excess shall instead be applied to the immediately succeeding installments of Base Rent due hereunder or shall be returned to Tenant, at Landlord's option. Notwithstanding anything in this Section to the contrary, Landlord hereby agrees to waive the late fee for the first late payment during any respective calendar year during the Lease Term.

6. Primary Use. Tenant's primary use of the Leased Premises shall be for a sushi-based restaurant featuring Asian, Filipino, Thai and Japanese cuisine and for purposes incidental or related thereto, so long as said use does not conflict with the exclusive uses granted to other tenants in the Center as set forth in Exhibit A. The Leased Premises shall not be used for any other purposes of any nature whatsoever without Landlord's prior written consent and shall in no event be used for any purpose in violation of any zoning or other laws, federal, state or local, or of any regulation of any governmental body having jurisdiction over the Leased Premises. Tenant agrees to conduct its business in accordance with and is bound by the rules and regulations attached hereto as Exhibit E. Such rules and regulations may be amended from time to time at Landlord's sole discretion. If Tenant violates any rule or regulation listed on Exhibit E, and does not cure that violation within fifteen (15) days after receiving notice from Landlord of the violation, Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant as Additional Rent the sum of One Hundred and 00/100 (\$100.00) Dollars per day per violation, until Tenant cures the violation(s); provided, however, Landlord agrees to waive the monetary charges for the first (1st) fifteen (15) days of the first (1st) violation of any rule or regulation on Exhibit E during each calendar year of the Lease Term. Notwithstanding anything to the contrary contained in this Lease, provided (i) Tenant is not in default of this Lease beyond any applicable cure period and (ii) Tenant is operating a business in the Leased Premises in accordance with the permitted use and has not been dark for more than thirty (30) continuous days, Landlord hereby agrees not to lease, or permit the use of,

any portion of the Center as a "Competing Business." A "Competing Business" is hereby defined as any business at the Center whose primary business is a sushi-based restaurant featuring Asian, Filipino, Thai and Japanese cuisine. Notwithstanding anything to the contrary in the foregoing sentence, this provision shall not be applicable to (i) any tenants in the Center, their successors and assigns, who currently have leases in effect as of the date of this Lease which permit such tenants to operate a "Competing Business", or any replacement tenant thereof; (ii) any tenant who leases 6,000 square feet or more of space in the Center; (iii) any tenant who sells sushi and Asian, Filipino, Thai and Japanese cuisine as an incidental part of its business or (iv) any tenant in the Center which is operating a Competing Business in violation of the permitted use clause for such tenant's lease agreement. Tenant shall not allow smoking of cigarettes, cigars, pipes, or any other matter by any person within the Leased Premises at any time. For purposes of clarity, Landlord hereby represents and warrants to Tenant that if it has the authority to disallow a change in use, then Landlord will not voluntarily allow another tenant at the Center to change its use to a use that would make such a tenant a Competing Business with Tenant. The permitted uses of the tenants serving food and beverages at the Center on the Effective Date are listed on Exhibit A-1.

7. Assignment; Subletting. Tenant shall not assign or transfer this Lease or hypothecate or mortgage same or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord and in each instance, such consent not to be unreasonably withheld or delayed. If any such assignment is granted by Landlord, such assignment, transfer, hypothecation, mortgage or subletting shall not release Tenant hereunder, and any assignee or subtenant shall expressly acknowledge and agree to be subject to all of the Tenant's covenants, warranties and obligations hereunder. Any attempted assignment, transfer, hypothecation, mortgage or subletting without Landlord's prior written consent shall be null, void, and of no

force or effect. Tenant agrees to pay Landlord's costs and expenses in connection with any proposed sublease or assignment, including Landlord's legal fees and expenses, regardless of whether Tenant ultimately subleases or assigns this Lease.

8. Right to Mortgage. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and on the Center and land of which the Leased Premises are a part or upon any Centers hereafter placed upon the land of which the Leased Premises are a part, provided such mortgagee agrees not to disturb Tenant's possession upon any default of Landlord. The Tenant covenants and agrees, upon receipt of written assurance of nondisturbance by the holder of any such mortgage or mortgages, to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and attorning to any mortgagee or proposed mortgagee as shall be desired by the Landlord.

Tenant shall at any time and from time to time within ten (10) days following written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that; (a) this Lease is unmodified and in full force or effect (or, if modified is in full force and effect as modified); and (b) the date to which the rental and other charges are paid in advance, if any; and (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord or Tenant hereunder, or specifying such defaults if any are claimed; and (d) setting forth the commencement date and expiration date of the Lease Term hereof; and (e) any other statement of fact or condition pertaining to the provisions of this Lease provided such statements are true and accurate. Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any portion of the Center.

In addition to any other rights and remedies which Landlord may have at law, in equity or under this Lease, if Tenant fails to timely return a document required by Section 8 above, Landlord may send Tenant a written reminder notice with the following notation (in bold face and capitalized): **“FAILURE TO RETURN THE DOCUMENT REQUIRED PURSUANT TO SECTION 8 OF THE LEASE WITHIN FIVE (5) DAYS AFTER RECEIPT HEREOF SHALL RESULT IN TENANT BEING REQUIRED TO PAY A LATE CHARGE OF TWO HUNDRED FIFTY DOLLARS (\$250.00) PER DAY FOR EACH DAY THAT TENANT FAILS TO RETURN SUCH DOCUMENT”**. If Tenant fails to provide such document to Landlord within such five (5) day period following such reminder notice, then Tenant shall pay to Landlord a late charge of Two Hundred Fifty Dollars (\$250.00) for each day during which any such failure shall continue.

9. Condition of Premises. With the exception of completing the work set forth on Exhibit D – Landlord’s Work Exhibit – Landlord shall deliver the Leased Premises to Tenant in "As Is" condition and Landlord shall not be required to perform any improvements to the Leased Premises. Landlord represents and warrants that it will complete demolition of the Leased Premises no later than twenty-one (21) days following the Effective Date (the “Demolition Time Period”). If Landlord fails to complete the demolition of the Leased Premises within the Demolition Time Period, Tenant’s obligation to submit its plans to the City of Rochester Hills shall be extended one day for every day of delay from and after the expiration of the Demolition Time Period.

10. Alterations and Improvements. Landlord shall pay to Tenant an “Improvement Allowance” equal to Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) to complete its desired improvements to the Leased Premises. Tenant shall independently contract workers to

perform the Tenant Improvements, and Landlord shall pay the Improvement Allowance to Tenant within ten (10) days of the date that Tenant has (1) completed its improvements, (2) opened for business, (3) provided Landlord with full unconditional waivers from all contractors, laborers and suppliers that have provided supplies or services to or performed work on the Leased Premises, (4) provided Landlord with a final certificate of occupancy for the Leased Premises, (5) provided Landlord with a copy of Tenant's architectural drawings and related plans for the Leased Premises. Tenant agrees to provide expeditiously, and at its sole cost and expense, any and all alterations and improvements to the Leased Premises which it deems necessary, and (6) completed the work set forth on Exhibit H. Prior to initiating any alterations or improvements to the Leased Premises, Tenant shall submit architectural drawings of the proposed alterations or improvements for Landlord's approval and said approval by Landlord shall not be unreasonably withheld. Tenant shall be solely responsible for all costs and expense incurred in obtaining any permits, licenses or occupancy certificates required by any governmental authority which are required to allow Tenant's intended use. In completing any alteration or improvement to the Leased Premises, Tenant shall ensure and warrant that all of its work will be completed in a professional manner using quality materials and all work shall conform to all applicable state and local Center codes; shall allow no construction liens to attach to the Leased Premises, the Center or the real property; and Tenant shall demonstrate to Landlord that all costs and expenses incurred in making such alterations and improvements (including labor and materials) have been paid and that all potential construction liens arising therefrom have been waived. All phone and data equipment and boxes relating to Tenant's telephone lines and internet services shall be installed inside the Leased Premises, but may tap the main lines and service coming into the Center and stubbed in the Center's mechanical room. Tenant shall not make any other alterations, additions, or improvements to the Leased Premises (whether structural in nature or

otherwise) without the prior written consent of Landlord in each instance, which shall not be unreasonably withheld, and all alterations, additions or improvements made by either Landlord or Tenant to the Leased Premises, except movable office furniture, trade fixtures and equipment installed at Tenant's expense, shall, at Landlord's sole option, (1) become the property of Landlord and, (2) remain upon and be surrendered with the Leased Premises at the termination of the Lease Term, without molestation or injury. If Landlord does not wish to take ownership of the aforementioned alterations, additions and improvements or desires that the items be removed from the Leased Premises at the expiration of the Lease Term, Tenant shall remove all alterations, additions or improvements from the Leased Premises and return the space to the condition set forth in Section 9 of this Lease at the expiration of the Lease Term. Tenant further covenants and agrees that it shall, at its own expense, during the continuation of this Lease, keep the Leased Premises and every part thereof in good repair and at the expiration of the Lease Term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted. Tenant covenants and agrees that the Landlord may enter the Leased Premises at reasonable times upon reasonable notice (or, in the case of an emergency, at any time) and install or repair pipes, wires or make any repairs deemed by the Landlord essential to the use and occupancy of the Center.

As a material inducement for Landlord's decision to enter into this Lease and for Landlord's decision to provide the amount of the Improvement Allowance, which was amended to include an additional Five Thousand and 00/100 Dollars (\$5,000.00) to defray approximately one-half of the cost of the soundproofing work set forth on Exhibit H, Tenant agrees that it will complete all of the work set forth on Exhibit H prior to opening for business to the general public. Other than providing Tenant with the Improvement Allowance in accordance with the

terms and conditions of this Section 10, Landlord shall have no obligation to do any of the work set forth on Exhibit H.

11. Insurance and Indemnification. Tenant agrees to and does hereby indemnify and hold Landlord harmless of, from and against all liability for damages to any person or property in, on or about the Leased Premises and business operations conducted therein from any cause whatsoever and in, on or about the Center or Common Areas arising from or in connection with or as a result of Tenant's negligent or willful acts or omissions. Nothing herein shall be deemed or construed as an agreement by Tenant to indemnify Landlord from Landlord's own negligent or willful acts or omissions. During the Lease Term, Tenant at Tenant's expense shall maintain in full force and effect general public liability, product liability including liquor liability coverage, and property damage insurance against claims for injury, wrongful death and property damage occurring upon, in or about the Leased Premises and business operations conducted therein and the appurtenances thereto and the Common Areas for the benefit of the Landlord, and which shall name Landlord as an additional insured on a primary basis, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than \$1,000,000.00 per occurrence, in which the limit of property damage liability shall be not less than \$500,000.00, and product liability coverage, including, without limitation liquor liability coverage (if applicable to Tenant's business) and coverage for liability arising out of the consumption of food and/or alcoholic beverages on or obtained at the Leased Premises, of not less than One Million and 00/100 Dollars per occurrence for personal injury and death and property damage. All such insurance policies shall contain an agreement by the insurers that such policies shall not be cancelled or amended without at least thirty (30) days prior written notice to Landlord. Such insurance shall be obtained and evidence thereof delivered to Landlord prior to any occupancy of the Leased Premises by Tenant or upon the commencement of the Lease Term,

whichever shall first occur, and Tenant shall pay the renewal premiums on such insurance and deliver certificates therefor to Landlord not less than thirty (30) days prior to expiration of such insurance. A copy of the certificates of insurance shall be attached to this Lease and marked as Exhibit "C" to this Lease. Upon Tenant's failure to procure or maintain said insurance, Landlord may, at its option, obtain such insurance and the cost thereof, with interest thereon as provided in Section 5 hereof, shall be paid in full by Tenant, as Additional Rent, due and payable on the same date as the next installment of Base Rent. Tenant shall deliver to Landlord, upon execution of this Lease, certificates evidencing its insurance policies maintained pursuant to this paragraph and shall notify Landlord promptly of any change of the terms of any such policies.

12. Waiver of Subrogation. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord and Landlord's insurance provider for any loss in or about the Leased Premises or the Center, as the case may be, from perils insured against under Tenant's respective fire or liability insurance contracts, including any and all risk endorsements thereof, whether due to negligence or any other cause. Tenant shall, at the request of Landlord, execute and deliver to Landlord a waiver of subrogation in the form and content as reasonably required by Landlord's insurance carrier.

13. Common Expenses. During the Lease Term, Landlord shall (a) keep the Center, improvements and common areas appurtenant thereto insured against loss or damage by fire and the hazards covered by extended coverage insurance and any other such insurance as determined by Landlord, (b) provide maintenance, including but not limited to landscaping, snow removal, trash removal from the common areas, parking lot lighting, and parking lot maintenance (to the extent required by this Lease) and property management for the Leased Premises, the Center and the common areas located within and appurtenant to the Center, (c) provide connections and

access to applicable utility companies in connection with the supplying of gas, electricity, water and other utilities to the Center and (d) pay all real property, personal property and other governmental or quasi-governmental taxes, fees, charges, impositions and assessments (whether general, special, ordinary, or extraordinary) applicable to the Center, and, in Landlord's discretion, protest or contest real property taxes and/or assessments and/or the assessed valuation relating to the Center and the real property upon which it is located. All costs incurred and sums expended by Landlord in connection with the matters in the preceding sentence are referred to herein as "Common Expenses". Landlord and Tenant agree that Tenant shall pay as Additional Rent to Landlord Tenant's Percentage of these Common Expenses, as determined by Landlord. It is estimated that the Common Expenses shall be approximately Five and 20/100 Dollars (\$5.20/SF) per square foot during the first Lease Year. Landlord may, at its option, make reasonable advance estimates of Common Expenses for any calendar year during the Lease Term hereof and Tenant shall, upon notice from Landlord of each calendar year's estimate of Common Expenses, pay the amount estimated by Landlord to be owing by Tenant, in such manner as shall be designated by Landlord, but not more frequently than monthly and any excess shall be refunded at the end of each calendar year, provided, however, such refunds, if any, shall only be refunded following the completion of the first full calendar year of the Lease Term. Tenant's failure to contest any charge within three (3) months of its receipt of a breakdown of the Common Expenses shall result in a waiver of Tenant's right to seek reimbursement for any overpayments made to Landlord with respect to said Common Expenses. The amount owing by Tenant under this Section 13 for any partial calendar year during the Lease Term hereof shall be determined on a pro-rata basis; provided, however, to the extent that a refund is merited, such refund shall be provided to Tenant subsequent to the completion of the first full calendar year during the Lease Term. Landlord shall not be liable to Tenant for, and Tenant shall not be

excused from the performance of its obligations hereunder or entitled to any other relief by reason of, the availability of or limited availability of any utilities for any reason whatsoever. Tenant shall pay all personal property taxes and assessments which are levied or assessed by any governmental authority against any person, property or fixtures of Tenant in, on, or about the Leased Premises. Tenant shall not commit or permit any acts or failures to act in, on or about the Leased Premises that may in any way impair or invalidate any policy or policies of insurance respecting the Center and/or the Leased Premises. Tenant shall cooperate with Landlord in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to Landlord such proofs of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance monies. Tenant shall be solely responsible for obtaining any fire, extended or other insurance (excluding business interruption insurance) for personal property or improvements of Tenant and for all goods, commodities and materials stored by Tenant in or about the Leased Premises. As of the Delivery Date, the Leased Premises shall be separately metered for utilities. Commencing on the Delivery Date, Tenant shall be solely responsible for and shall pay all costs and expenses relating to utilities that serve the Leased Premises. Tenant shall continue to be responsible for such utilities until the expiration or termination of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord may charge an administrative and management fee equal to fifteen percent (15%) of the Common Expenses (the "Administrative Fee") and Tenant shall be responsible for Tenant's Percentage of the Administrative Fee. The Administrative Fee is in addition to the Common Expenses and is not included in the Common Expenses.

14. Repairs. Landlord shall maintain, in good condition, the Center and all common areas of, or relating to, the Center, and the cost thereof shall be deemed and added to Common Expenses as defined in Section 13 hereof. Landlord shall not be responsible for any other repairs

of any kind or nature, except as otherwise specified in writing between the parties hereto. For purposes of this Lease, "Common Areas" shall include, without limitation, hallways, walkways, entranceways, exterior sidewalks, stairways, elevators, corridors, driveways, restrooms in the lobby of the Center, parking areas and other areas provided for the general non-exclusive use of all of the tenants of the Center. Landlord shall supply power, mechanical, plumbing and HVAC to the Center. Tenant shall be responsible for maintenance, repair and replacement of all electrical, mechanical, HVAC or other utility which specifically service the Leased Premises. During the Lease Term, Tenant, at Tenant's expense, shall procure and maintain a service contract for the HVAC with a company approved by Landlord. At a minimum, the service contract shall provide for quarterly servicing of the HVAC. Tenant shall be responsible for providing janitorial services for the Leased Premises. Landlord shall provide janitorial services, trash removal and snow removal for the Common Areas and such costs shall be included in the Common Expenses. Tenant shall empty and install new trash liners in all trash cans located in the Common Areas which are located within fifty (50) feet of Leased Premises. In the event Tenant fails to empty the trash cans, then Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant the sum of twenty-five Dollars (\$25.00) per violation of the provisions of this Section 14, as Additional Rent. Notwithstanding anything in this Lease to the contrary, Landlord shall be responsible for the roof, four (4) walls, and foundation of the Leased Premises. Notwithstanding anything in this Lease to the contrary, from and after the Delivery Date, Tenant shall be responsible for non-structural repairs to the interior of the Leased Premises, and the fixtures and equipment therein and appurtenances thereto, including, but not limited to: the exterior and interior windows; doors and entrances; store fronts; signs; showcases; floor coverings; interior non-weight-bearing walls; columns and partitions; and electrical, lighting, heating, plumbing, sewage facilities and air

conditioning and ventilating equipment inside the Leased Premises (Landlord shall be responsible for all such items outside of the Leased Premises, except Tenant's HVAC).

15. Use of Common Areas. Tenant, its agents, employees, customers and invitees, shall have the use, in common with all others to whom the Landlord has granted or may hereafter grant rights to use the same, of the Common Areas located within and appurtenant to the Center.

16. Allocation and Acceptance of Risk of Loss. All property in the Leased Premises shall be and remain the Tenant's sole risk, and the Landlord shall not be liable for any damage to, or loss of, property arising from any act or negligence of any other persons, or from the roof leaking, or from the bursting, leaking, or overflowing of water, sewer or sprinkler system pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in, on or about the Leased Premises; the Tenant expressly agreeing to indemnify and hold the Landlord harmless in all such cases, other than the negligent acts or omissions of or by the Landlord or its agents.

17. Casualty. If the Leased Premises are wholly or partially destroyed by fire or other casualty, Tenant shall give immediate notice thereof in writing to Landlord, and shall fully cooperate with Landlord in filing all necessary proofs of claim with insurance companies. Landlord shall promptly rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage. If more than two-thirds (2/3) of the Leased Premises are so damaged or destroyed, and if there is less than one and one half (1 ½) years remaining on the Lease Term then (a) either party may terminate this Lease; or (b) if Tenant reasonably determines that restoration and repair of the Leased Premises cannot be completed within one hundred and fifty (150) days from the date of casualty then Tenant may terminate this

Lease upon written notice to Landlord within sixty (60) days from the date of casualty. In the event of total destruction of the Leased Premises, the rent shall abate during the period of rebuilding, repair or restoration by Landlord or, in the event of partial destruction of the Leased Premises, the rent shall abate pro-rata during the period of rebuilding, repair or restoration based upon the portion of the Leased Premises rendered unusable during the period of rebuilding, repair or restoration by Landlord.

18. Eminent Domain. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the Lease Term shall cease on the part of the Leased Premises so taken from the day the possession of that part shall be required for any public purpose and all rent and other obligations of Tenant shall be paid up to that day, and from that day the Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided except that rent shall be reduced in proportion to the amount of the Leased Premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business or moving expense.

19. Nuisance. Notwithstanding anything in this Lease to the contrary, including without limitation, the use by Tenant of the Leased Premises in accordance with Section 6 hereof, Tenant shall not commit, or permit by Tenant's employees, agents or contractors, any nuisance or other act, whether noise, odor, smoke, sewerage, chemical wastes or otherwise, which may disturb the quiet enjoyment of any other tenants of Landlord in the Center. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common

areas appurtenant to the Center, or any parking areas or loading areas of other tenants of Landlord in the Center. In the event Tenant commits, or permits by Tenant's employees, agents or contractors, any nuisance or act set forth in this Section 19 the same shall be deemed a default by Tenant under the terms of this Lease.

Tenant shall store all trash and other waste in odor and vermin proof containers, such containers to be kept in the Leased Premises in temperature-controlled areas not visible to members of the public or otherwise dispose of the same in the large trash bins for the Center. Tenant shall, at Tenant's expense, attend to the frequent (no less than daily) disposal of such materials. Trash removal must be done by Tenant using containers approved by Landlord and at such times and in such manner as Landlord may reasonably direct and subject to such rules and regulations in respect thereto as Landlord may, from time to time, adopt. Tenant acknowledges that the operation of a restaurant can cause odors in and about the Leased Premises. Tenant agrees that it shall install, and properly maintain in good working order throughout the Term, such ventilation and other equipment as required by municipal codes and as may be commercially reasonable to relieve the adjoining and surrounding premises of any unreasonable degree of odors caused by Tenant's business operation, which may include special vents to create negative pressure if necessary. Tenant shall keep all unreasonable noise and vibrations from emanating from the Leased Premises or Tenant's pipes, shafts, equipment or other improvements and facilities, including without limitation venting or HVAC systems (collectively "Facilities"). Tenant covenants that any and all Facilities shall be installed and maintained at all times during the Term so as not to interfere in any way with the use of other areas in the Center by Landlord, other tenants or occupants. Any such Facilities must be insulated, installed and maintained by Tenant, at Tenant's sole cost and expense, in order to prevent vibration or noise from emanating from the Premises or Facilities. All rooftop mechanical equipment will be

installed with one inch (1") spring isolators. Tenant further covenants that in the event any Facilities and attenuation measures become defective or worn at any time during the Lease Term, Tenant shall, at its sole cost and expense, replace such Facilities and attenuation measures. Without limitation of the foregoing, Tenant shall comply with all laws and recommendations of governmental and quasi-governmental authorities relating to sound and vibration attenuation.

20. Signs. No signs, advertisements, lights, or notices shall be placed by Tenant on any part of the outside of the Leased Premises or the Center including walls, roofs, windows, doors or otherwise, nor shall any signs, advertisements, lights, or notices, other than the name of the Tenant's business and store hours, be placed on the inside of any windows or doors, except such as shall be first approved in writing by Landlord. If such approval by Landlord is given, such signs, advertisements, lights, or notices shall be installed and maintained at Tenant's expense in a first-class manner, including, but not limited to, replacing worn awnings and unlit portions of signs and lights, and in accordance with Landlord's requirements and shall conform to all applicable governmental laws, rules and regulations. Tenant shall not make any changes to or attach anything to the inside or the outside of the windows of the Leased Premises or to the Leased Premises in general, including, but not limited to, tinting the windows, installing blinds on the windows, installing lights or light strips, or installing UV screens, that affect the ability to see into the Leased Premises, without obtaining Landlord's prior written consent and approval of such changes. Notwithstanding anything in this Lease to the contrary, the signage attached as Exhibit G to this Lease is approved.

21. Right of Entry. Landlord may, during the Lease Term, at all reasonable times, upon reasonable notice, enter upon the Leased Premises for the purpose of inspecting the same, and in addition may, at any time within the last one hundred and sixty (160) days of the Lease

Term of this Lease, unless Tenant has previously properly executed an Option, show the Leased Premises to prospective tenants or at any time during the term of this Lease to prospective purchasers. In connection with Landlord's showing the Leased Premises to prospective tenants, Landlord may place a sign in the Leased Premises indicating that the Leased Premises are for rent.

22. Surrender. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender peaceable possession of the Leased Premises in the same condition as the Leased Premises are at the commencement of this Lease including all improvements, reasonable wear and tear excepted.

23. Default. If Tenant fails to pay any sum (including Base Rent, Additional Rent or any other charge or sum) required by this Lease to be paid to Landlord at the times or in the manner provided herein, breaches or violates any of the other covenants or conditions contained herein, or abandons the Leased Premises, then Tenant shall be in default. With respect to monetary defaults, Landlord shall provide Tenant with written notice plus a ten (10) day cure period, and with respect to non-monetary defaults, Landlord shall provide Tenant with written notice plus a thirty (30) day cure period (provided that in the case of any non-monetary default which cannot with diligence be cured within such thirty (30) day period, if Tenant shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity), subject to the qualifications set forth in last two sentences of this Section. Such cure periods shall run simultaneous with any statutory cure periods permitted by law or equity. If Tenant defaults and fails to cure the default during any applicable cure period,

Landlord shall, at Landlord's option, in addition to and not exclusive of any other remedy Landlord may have under this Lease or by operation of law or in equity, be entitled to one or more of the following remedies, all of which remedies shall be cumulative: (a) to pay any sum other than Base Rent required to be paid by Tenant hereunder, in which event said amount so paid shall bear interest as provided in Section 4 hereof and be paid by Tenant to Landlord upon demand, and any default in such payment shall be construed a default in payment of rent; (b) intentionally left blank; (c) intentionally left blank; (d) to declare this Lease at an end and terminated; (e) to commence an action to recover possession of the Leased Premises and/or to recover from Tenant rent or any other sum due Landlord under this Lease; (f) to declare immediately due and payable and recover from Tenant the amount of the rent reserved hereunder for the balance of the term of this Lease; (g) to recover from Tenant any actual damages, whether direct or indirect, excluding lost profits or consequential damages, sustained by Landlord, including, but not limited to, any real estate commissions paid by Landlord in connection with procuring Tenant's Lease and any unamortized cost incurred by Landlord for improvements in preparing the Leased Premises for Tenant; and/or (h) to continue this Lease in effect and relet the Leased Premises or any part thereof, as the agent and for the account of Tenant, on such terms and conditions as Landlord may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of such reletting and collection, including necessary renovation and alterations of the Leased Premises, actual attorneys' fees, and any real estate commissions paid, and, thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency on demand, notwithstanding that Landlord may have re-leased the Leased Premises or any part thereof for an amount in excess of the rents stipulated in this Lease in prior or subsequent months, and Landlord may bring an action at any

time to collect such deficiency. In the event of re-entry by Landlord as hereinabove provided, Landlord shall not be or become responsible for or incur any liability to Tenant or other persons for any personal property, goods, commodities or materials in or about the Leased Premises at the time of re-entry, and Landlord may store or dispose of such personal property, goods, commodities or materials at the expense of Tenant with payment therefore to be made by Tenant upon demand of Landlord except in the event of Landlord's own negligent act or omissions. If Landlord elects any one or more remedies granted above, Landlord shall have the right to elect one or more other remedies at any time or times thereafter. No action of Landlord shall be construed as an election to terminate this Lease unless express written notice thereof is given by Landlord to Tenant. Notwithstanding anything in this Lease to the contrary, the cure periods provided in this Section shall only apply to Tenant's first (1st) two (2) defaults of the same obligation of Tenant under this Lease in any calendar year. After the second (2nd) default of the same obligation of Tenant under this Lease in any calendar year, Tenant shall not have an opportunity to cure any further defaults under the Lease.

24. Legal Expenses. In the event of any suit instituted by the Landlord against the Tenant in any way connected with this Lease, or for the recovery of rent or possession of the Leased Premises, the Landlord shall recover from the Tenant its actual reasonable attorneys' fees and actual court costs in connection with said suit, provided Landlord is successful in such suit. In the event of any suit instituted by the Tenant against the Landlord in any way connected with this Lease, Tenant shall recover from the Landlord its actual reasonable attorneys' fees and actual court costs in connection with said suit, provided Tenant is successful in such suit.

25. Holding Over. It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in

the absence of a written agreement to the contrary and the Base Rent for each month shall be one hundred and fifty (150%) percent of the most recent monthly Base Rent called for under the Lease. Tenant shall also be responsible for paying its share of the Common Expenses during the hold over period.

26. Liens. Tenant shall not cause or permit the Leased Premises or any part thereof, or Tenant's leasehold interest therein, at any time during the Lease Term, to become subject to any construction, vendor's, mechanic's, laborer's, utility, tax or materialmen's lien or other lien based upon the furnishing of material, services or labor to Tenant or the Leased Premises, nor shall Tenant cause Tenant's leasehold interest to be mortgaged or otherwise to stand as security for the repayment of any debt owed by Tenant.

27. Bankruptcy and Insolvency. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be cancelled at the option of the Landlord.

28. Reservation. Landlord reserves the right of free access at all times to the roof of the Center and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the prior written consent of the Landlord. Notwithstanding anything in this Lease to the contrary, (a) Tenant shall not make any roof penetrations without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion, and (b) Landlord shall not allow

the roof of the Leased Premises to be used for any purpose that would negatively impact Tenant's operations from the Leased Premises.

29. Care of Leased Premises. Except with respect to laws and ordinances relating to the construction of the Center and Leased Premises by Landlord, which shall be Landlord's sole responsibility, Tenant shall at its own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the Leased Premises and the Center and the cleanliness, safety, occupation and use of same.

30. Pronouns. It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their", as the context may indicate or require.

31. Severability/Partial Invalidity. The unenforceability or invalidity, if any, of any provision of this Lease shall not render any other provision or provisions unenforceable or invalid and the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable.

32. Notices. All notices required under this Lease shall be in writing and be personally delivered or be sent by overnight express courier service, facsimile (if the sender receives confirmation that the facsimile was sent successfully), first class mail (if the sender also sends the notice by overnight courier, certified mail or facsimile) or by certified mail, return receipt requested postage prepaid, to the address of the party as hereinabove recited, or to such other address as may be designated in writing by such party to the other party hereto. Notices are deemed delivered upon the earlier to occur of (a) personal delivery, (b) upon the date of actual

receipt or refusal to receive such notice, or (c) two (2) days after mailing via certified mail, return receipt requested, or by first class mail.

33. Waiver. One or more waivers of any covenant or condition herein by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

34. Security Deposit. Tenant shall pay to Landlord, contemporaneously with the execution of this Lease, the sum of Six Thousand Three Hundred Ninety-Six and 67/100 (6,396.67) Dollars ("Tenant's Security Deposit"), an amount equal to one (1) month of Base Rent and estimated Common Expenses, as a Security Deposit for the Leased Premises. Provided that Tenant is not default under this Lease and has satisfied all of its obligations with respect to this Lease, Landlord shall apply Tenant's Security Deposit to Tenant's Base Rent and Common Expense obligations for the thirty seventh full calendar month under the Lease Term.

35. Entire Agreement. This Lease constitutes the entire agreement between the parties and may not be modified in any manner except by a writing signed by the parties.

36. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

37. Recording. Tenant hereby covenants and agrees not to record this Lease or any memorandum or affidavit thereof or cause same or any memorandum or affidavit thereof to be recorded by any third persons without Landlord's prior written consent.

38. Non-liability of Landlord. If Landlord shall fail to perform any covenant, term or condition on its part to be performed under this Lease and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and the Center and out of the rents and other income from the Leased Premises and the Center receivable by Landlord, or

out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in and to the Leased Premises and the Center, and neither Landlord nor any of its partners shall be liable for any deficiency in connection therewith. Further, in the event of any transfer or transfers of Landlord's interest in the Leased Premises and/or the Center, Landlord automatically shall be relieved of any and all liabilities on the part of Landlord under this Lease if the assignee of Landlord's interest in the Leased Premises agrees in writing to assume all of the Landlord's obligations under this Lease, or otherwise, accruing from and after the date of such transfer. Said release shall not apply in the event any action on the part of the Tenant against Landlord was instituted prior to the sale or transfer by Landlord of the Leased Premises.

39. Due Execution. Tenant hereby represents and warrants to Landlord it has due authority to enter into, execute and deliver and perform its obligations under this Lease and that all action required to be taken to make this Lease a binding obligation has been taken.

40. Go Dark. If Tenant should cease the continuous operations of business from the Leased Premises for more than thirty (30) days (except for temporary closures due to repairs and remodeling, casualty, condemnation, and force majeure), Landlord may, at its sole option, terminate this Lease and re-lease the Leased Premises. If Tenant fails to open for business within one hundred eighty (180) days of the Delivery Date, Tenant shall be in default under this Lease, and Landlord may, at its sole option, terminate this Lease and re-lease the Leased Premises. Notwithstanding anything in Section 23, or any other section, of this Lease to the contrary, Tenant shall have no notice and cure rights for a default under this Section 40.

41. Personal Guaranty. It is hereby agreed that Shepherd Spencer and Lisa M. Rogers shall sign as personal guarantors of the Tenant's obligations under this Lease to the extent set forth in Exhibit B, attached to this Lease.

42. Attornment. Tenant agrees to recognize and attorn to any purchaser or transferee, to any purchaser at any foreclosure sale or to any grantee, assignee or transferee designated in any deed given in lieu of foreclosure provided such grantee has agreed not to disturb Tenant's possession and to recognize Tenant's rights and obligations under this Lease.

43. Parking. Tenant, Tenant's employees and employees of any permitted concessionaires or other occupants of the Leased Premises shall only park their vehicles in areas in the Center designated, from time to time, by Landlord as employee parking areas. Within five (5) days after the Rent Commencement Date, Tenant shall furnish to Landlord the license plate numbers and description of the vehicles operated by Tenant and its employees and permitted concessionaires or other occupants and Tenant shall notify Landlord of any changes in such information within five (5) days after such changes occur. In the event Tenant, its employees or its permitted concessionaires or other occupants park their vehicles in any parking spaces in the Center other than the designated employee parking areas, then Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant the sum of Fifty Dollars (\$50.00) per day per vehicle parked in violation of the provisions of this Section 43, as Additional Rent; provided, however, Landlord agrees to waive the monetary charges for the first (1st) seven (7) days of the first (1st) vehicle parked in violation of the provisions of this Section 43 during each calendar year of the Lease Term. Such Additional Rent shall be payable by Tenant within five (5) days after receipt from Landlord of a statement therefor. Tenant shall not interfere with the rights of Landlord and other tenants, and their respective permitted concessionaires, officers, employees, agents, licensees and invitees, to

use any part of the parking areas or any other portion of the Common Areas. Landlord reserves the right to impose parking charges by installing meters or otherwise.

44. Tap Fees. Tenant shall be responsible for all costs associated with and related to impact fees, sewer tap fees and any other fees required by the governing municipality for Tenant's intended use, unless specifically stated to the contrary in this Lease.

45. Choice of Law. The terms of this Lease shall be governed by the laws of the State of Michigan. Any dispute which may arise under this Lease shall be brought in the appropriate court within the State of Michigan.

46. Captions; Headings; Section. The captions, section numbers, article numbers, and headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

47. Lease Year. For purposes of this Lease, the first "Lease Year" shall be the period from the Rent Commencement Date through and including the last day of the month in which the first (1st) anniversary of the Rent Commencement Date occurs. The second "Lease Year" shall commence upon the expiration of the first Lease Year and continue for twelve (12) full calendar months thereafter. Each successive twelve-month (12) period thereafter shall also be a "Lease Year".

48. Waiver of Jury Trial. **TO INDUCE LANDLORD AND TENANT TO ENTER INTO THIS LEASE, LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY OR ALL ISSUES CLAIMS, CAUSES OF ACTION AND/OR IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND TENANT OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES**

AND HEIRS UNDER OR IN CONNECTION WITH THIS LEASE, ANY OF THE PROVISIONS HEREOF, AND/OR TENANT'S USE AND/OR OCCUPANCY OF THE LEASED PREMISES. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY LANDLORD AND TENANT, AND LANDLORD AND TENANT EACH ACKNOWLEDGE THAT NEITHER LANDLORD NOR TENANT NOR ANY PERSON ACTING ON BEHALF OF LANDLORD OR TENANT HAS MADE ANY REPRESENTATIONS OF FACT OR LAW TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LANDLORD AND TENANT EACH FURTHER ACKNOWLEDGE THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS LEASE AND THIS WAIVER WITH LEGAL COUNSEL.

49. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God; labor disputes; civil commotion; war; fire or other casualty; inability to procure materials; governmental regulations statutes, ordinances, restrictions or decrees (including without limitation any shelter in place decrees relating to COVID-19 (e.g., Governor's Whitmer's "Shelter in Place" order (Executive Order 2020-21)) or other pandemics; or other causes beyond the control of the party so obligated (financial inability excepted), then the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay. For purposes of clarity, no delays pursuant to this Section 49, shall affect or diminish Tenant's obligation to pay Base Rent and Common Expenses.

50. Lease Contingencies. This Lease is contingent upon Tenant obtaining all applicable approvals and permits for Tenant's contemplated improvements to and proposed used

of the Leased Premises, excluding any approvals or approvals relating to Tenant's liquor licenses. If Tenant's contingencies are not satisfied within one hundred eighty (180) days of execution of this Lease, Landlord shall have the option to terminate this Lease by providing written notice to Tenant.

51. Exhibits. The exhibits attached hereto (or contemplated to be completed and attached to this Lease within the time periods specified in this Lease) are hereby made a part of this Lease as fully as if set forth in the text of this Lease. Unless expressly set forth to the contrary in this Lease, any site plans or tenant lists set forth in this Lease or in exhibits to this Lease are not intended, in any way, to constitute a representation or warranty by, or on behalf of, Landlord (a) as to the past, current, or future layout of the Center or (b) as to the past, existing or future tenants or occupants in the Center.

52. Noise Issues with Abutting Tenant. Prior to executing this Lease, Tenant brought a noise concern to Landlord's attention relating to the amount of noise coming through the adjoining wall with Fit Body Bootcamp. Landlord hired Memtech Acoustical to (a) take sound readings of the noise levels in the Leased Premises and the Fit Body Bootcamp space, and (b) to provide a proposal to remediate the noise to acceptable levels for an abutting restaurant (the Memtech Acoustical sound readings and proposal are attached as Exhibit I to this Lease). After receiving Memtech Acoustical's sound readings and proposals, Tenant engaged its own soundproofing consultant to review the Memtech Acoustical sound readings and proposal and to provide feedback and a second opinion on the proposal. As a result of Tenant's discussions with its soundproofing consultant, Tenant provided Landlord with the estimated pricing and soundproofing plans attached as Exhibit H and stated that Tenant would not be concerned about noise issues from the abutting space (the Fit Body Bootcamp) if the adjoining wall were

soundproofed in accordance with the plans set forth in Exhibit H. In an effort to resolve this matter and help defray the costs of the soundproofing, Landlord agreed to increase the Improvement Allowance from \$50,000.00 to \$55,000, but on two conditions. First, Tenant had to do all of the soundproofing work (i.e., the work on Exhibit H) for the Leased Premises and absolve Landlord for any obligation to do any of the work. Second, Tenant had to acknowledge the noise levels coming from the Fit Body Bootcamp space and agree to waive any and all rights and claims that it may have against Landlord relating to noise, sounds, and vibrations coming from the Fit Body Bootcamp space for the duration of the Lease Term. By signing this Lease, Tenant and Guarantors agree to (a) abide by the conditions set forth in the preceding two sentences, (b) complete the soundproofing work set forth on Exhibit H prior to opening for business to the general public, and (c) waive any and all claims, known or unknown, now existing or which may arise in the future, foreseeable or unforeseeable against Landlord resulting from any noise, sounds or vibrations emanating from the Fit Body Bootcamp space during the Lease Term.

/REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON THE FOLLOWING PAGE/

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date set forth above.

LANDLORD:

ROCHESTER-HAMLIN RETAIL
CENTER, L.L.C.

By: 
Matthew Jonna
Its: Manager

TENANT:

NU-ASIAN CUISINE, LLC d/b/a Little
Tree Sushi Bar

By: 
Shepherd Spencer
Its: President

EXHIBIT A

EXCLUSIVE USES OF OTHER TENANTS

1. A licensed pharmacy for the retail sale of prescription pharmaceutical products; a corporation, partnership or other person who shall have any right to devote more than 10% of their shelf and display space to the sale of any (a) health and beauty aids, (b) cosmetics, or (c) household supplies.
2. A weight loss clinic, diet center, exercise facility, health club or gymnasium. Any business whose "primary business" is a business that generates more than forty percent (40%) of its gross sales and revenue from personal training services focusing on cardiovascular and aerobic training and weight lifting.
3. A dry cleaner.
4. Dog grooming.
5. Submarine sandwiches, deli sandwiches and subs, except that another tenant may sell submarine sandwiches, deli sandwiches and subs provided that such tenant does not derive fifteen percent (15%) or more of its annual sales from the sale of submarine sandwiches, deli sandwiches and subs.
6. The sale of pizza.
7. Any business whose primary business is banking and loan origination services, including mortgage lending and origination service providers. For example, Quicken Loans, Chase Bank, TCF Bank, Bank of America, credit unions and other similar banking institutions are not permitted.
8. Styling, coloring or cutting hair, including barber shops, and unisex salons whose primary business is hair cutting, such as, but not limited to, Grondin's, Supercuts, Fantastic Sam's, LA Clips, Sports Clips, Big League Barber, Lady Jane's, Cost Cutters, Master Cuts, and Fiesta Cuts.

EXHIBIT A-1

PERMITTED USES OF FOOD TENANTS

Papa John's - Tenant's primary use of the Leased Premises shall be for a carry out and delivery pizza restaurant, with limited seating (not to exceed twelve seats), whose "primary business" is the retail sale of pizza, and for incidental purposes, including, selling soft drinks, sandwiches, subs, and wings and other items attached on Exhibit G, so long as said uses does not conflict with the exclusive uses granted to other tenants in the Center as set forth in Exhibit A. The Leased Premises shall not be used for any other purposes of any nature whatsoever without Landlord's prior written consent and shall in no event be used for any purpose in violation of any zoning or other laws, federal, state or local, or of any regulation of any governmental body having jurisdiction over the Leased Premises. For purposes of this Lease, "primary business" shall mean that the tenant derives eighty percent (80%) or more of its annual gross sales from the sale of pizza.

Hamlin Pub - Tenant shall use, open, occupy, and operate in the Premises solely for the operation of a restaurant and lounge.

Ram's Horn – It is understood and agreed between the parties hereto that the Leased Premises shall be used and occupied solely for the operation of a properly franchised Ram's Horn Restaurant, similar to other Ram's Horn Restaurants currently operated in the Detroit metropolitan area, and for no other purpose or purposes without the prior written consent of the Landlord.

EXHIBIT B
GUARANTY

In consideration of the letting of certain Leased Premises to Nu-Asian Cuisine, LLC d/b/a Little Tree Sushi Bar (hereinafter "Tenant") under a lease dated May 3, 2021 (hereinafter "Lease"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shepherd Spencer and Lisa M. Rogers (collectively or individually, "Guarantor") hereby guarantee to Landlord, its successors and assigns, the payment of the rent and the full and faithful performance of all the terms, covenants and conditions in the foregoing Lease, during the Lease Term, to be paid and performed by Tenant, its assignees and sublessees. Guarantor will well and truly pay said rent or any arrears that may remain due thereon, and also all damages that may arise in consequence of the non-performance of said terms, covenants and conditions, or any of them, without requiring notice of any such default. Guarantor expressly waives notice of defaults and agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant or otherwise shall not in any way modify or release the obligations of Guarantor. This is a contract of suretyship.

Guarantor hereby waives notice of acceptance of this Guaranty and further agrees that this Guaranty shall be a continuing Guaranty of payment, and that Guarantor's liability hereunder shall in no way be affected or diminished by reason of any assignment of this Lease by Tenant, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any modification, renewal or extension, or if the Tenant holds over beyond the term, or by any delay in the prosecution by Landlord, or its successors-in-interest, of its rights under the Lease or under this Guaranty.

Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.

Guarantor expressly agrees (without in any way limiting its liability under any other provision of this Guaranty) that Guarantor shall, at the request of Landlord, enter into a new lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease, if the Lease shall be terminated due to a default by Tenant hereunder.

Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released or limited in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor specifically waives any and all rights of subrogation and reimbursement that Guarantor may have against Tenant for payments hereunder, either before or after any filing under the Bankruptcy Code by Tenant.

If Guarantor becomes insolvent or files for bankruptcy and can no longer perform its obligations under this Guaranty, Tenant must deliver a creditworthy substitute guarantor.

The liability of each Guarantor is coextensive with that of Tenant and also joint and several with Tenant and/or any other Guarantor, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

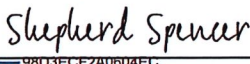
Until all of Tenant's obligations under the Lease are fully-performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or action compliance with the obligations of Guarantor under this Guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of Michigan. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty. Guarantor will pay to Landlord all of Landlord's expenses, including, but not limited to, attorney's fees, incurred in enforcing this Guaranty.

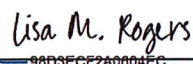
Notwithstanding the foregoing, for the period commencing on the Effective Date (as defined in the Lease) and continuing through the day before the Rent Commencement Date ("Initial Guaranty Period"), Guarantor's liability hereunder shall not exceed an amount equal to (i) \$153,520.00 ("Rent Guaranty Amount"); and (ii) all reasonable costs of enforcement of this Guaranty. If Tenant commits a default during the Initial Guaranty Period that results in the termination of the Lease, the remainder of this paragraph after the end of this sentence shall be deemed to be deleted. Commencing on the first day of the second month of the Lease Term and on the first day of every month thereafter the Rent Guaranty Amount shall be reduced by \$4,264.44 per month, provided, however, if Tenant commits a default which is not cured within the applicable notice and cure period. the Rent Guaranty Amount shall not reduce after the date on which such initial default occurred. Commencing on the first day of the fourth Lease Year, Guarantor shall have no further liability thereafter accruing under this Guaranty.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument as of the 3rd day of May, 2021.

GUARANTOR

DocuSigned by:

98D3ECF2A0004EC...
Shepherd Spencer

Address: 1770 McManus Drive, Troy, Michigan 48084

DocuSigned by:

98D3ECF2A0004EC...
Lisa M. Rogers

Address: 1770 McManus Drive, Troy, Michigan 48084

EXHIBIT D

LANDLORD'S WORK

DEMOLITION	Landlord shall demo the interior and exterior of the Leased Premises per the Landlord's plans (the plans are attached as part of this Exhibit D). Demolition shall include removal of the existing ceiling (and duct work above the ceiling grid), the flooring materials and removal of all improvements down to the studs, all per the attached plans. As part of the demolition, Landlord shall also turn all of the fire suppression heads up upon completion of the ceiling demolition (as required by the City of Rochester Hills).
FAÇADE	Landlord shall install a new façade on the exterior of the Lease Premises per the Landlord's plans (the plans are attached as part of this Exhibit D). The new façade shall include new windows and doors, at the Landlord's cost, per the Landlord's plans.
WATER HOOKUP	Landlord shall relocate the water hookup on the south exterior fascia of the Leased Premises, at Tenant's sole cost, per Landlord's plans (the plans are attached as part of this Exhibit D). Landlord shall deduct the cost of the relocation from Tenant's Improvement Allowance (as set forth in Section 10 of the Lease).
HVAC	Landlord will provide one (1) new twelve-ton HVAC unit for the Leased Premises.

With the exception of the above matters, Landlord shall deliver the Leased Premises to Tenant in its "AS IS" condition and Landlord shall not be required to make any other improvements to the Leased Premises. For purposes of clarity, Landlord and Tenant (a) agree to work in good faith to expedite the completion of Landlord's Work and Tenant's improvements to the Leased Premises, and (b) acknowledge that the Trespa panels for the façade work are on order and have a long lead time. Accordingly, Tenant agrees to commence its improvements to the Leased Premises promptly after its permits are issued and the demolition of the interior of the Leased Premises is complete (including turning up the sprinkler heads), but shall not be required to start paying rent until Landlord's work is complete and as otherwise set forth in Section 2 of the Lease.

EXHIBIT E

RULES AND REGULATIONS

TENANT: NU-ASIAN CUISINE, LLC d/b/a Little Tree Sushi Bar

LANDLORD: ROCHESTER-HAMLIN RETAIL CENTER, L.L.C.

1. All deliveries should be made at the back of the Leased Premises whenever possible. Tenant agrees to use its best efforts to ensure that all deliveries are made at the back of the store.
2. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
3. Tractor trailers must be unhooked or parked and must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be used. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Center.
4. Except for small parcel packages, no deliveries will be permitted through the front of the store unless the Tenant does not have a rear service door. In such event, prior arrangements must be made with the Landlord for delivery to Leased Premises. Merchandise being received shall immediately be moved into the Leased Premises and not left in the service/receiving areas or on the sidewalks.
5. Tenant's trash, refuse, and garbage must be in sealed bags and containers. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes, etc.); sanitary napkins; tea bags; cooking fats; cooking oils; any meat scraps or cutting residue; petroleum products (thinners, etc.); paper towels; non-biodegradable products; or any other items which the same are not designated to receive.
6. Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, or window which may be unsightly from the outside of the Leased Premises.
7. Tenant shall operate and maintain all grease traps serving the Leased Premises in such a manner as to prevent solid materials or grease from entering the main sewer lines. If a sewer line blockage does occur, and if by the Landlord's sole determination the blockage occurred due to the Tenant's neglect, the Tenant shall be responsible for the cost to remove the blockage.
8. Tenant shall use, at Tenant's expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

9. Other than as permitted under Section 20 of this Lease, Tenant shall not permit or suffer any advertising medium to be placed on the Center's exterior walls, on the Center's standards, on the sidewalks, on parking lot areas or on cars parked in parking lot, or on light poles.
10. No permission, express or implied, is granted to exhibit or display any banner, pennant, sign, and trade or seasonal decoration of any size, style or material within the Center, outside the Leased Premises, unless Landlord has previously given its written consent which may be granted or withheld in Landlord's sole discretion.
11. Tenant shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering, or direction on any part of the outside or inside of his storefront and windows, or on the Leased Premises. Landlord reserves the right to remove any matter, without notice to Tenant and at the cost and expense of Tenant.
12. No sale of merchandise by tent sale, truck load sale, going-out-of-business sale, or the like, shall be permitted in the parking areas or other Common Areas, unless Landlord has previously given its written consent.
13. Tenant shall not bring or permit to be on the Leased Premises: any bicycle or other vehicle; dogs (except in the company of a blind person) or any other animals or birds; or do anything therein tending to create or maintain a nuisance; or disturb, solicit or canvass any occupant of the Center; or commit any act tending to injure the reputation of the Center.
14. Before leaving the Leased Premises unattended, Tenant shall close and securely lock all doors and transoms and shut off all utilities in the Leased Premises. Any damage resulting from failure to do so shall be paid by Tenant.
15. Tenant shall maintain inside air temperature of Leased Premises at a minimum of 55 degrees Fahrenheit at all times during the winter, including those times when space is unattended.
16. Tenant or Tenant's employees shall not park their vehicles overnight or for extended periods without permission of the Landlord.
17. Tenant and Tenant's employees shall park only in locations designated by the Landlord. These designated areas may be changed from time to time without notice to all tenants. There shall be no parking in areas designated as fire lanes or the main aisles in front of stores reserved for customers. Tenant and its employees may be required to park at a location outside of the Center at no cost to Landlord.
18. Tenant shall register with the Landlord the license number, make and model of all cars belonging to Tenant and its employees to be parked in the parking lot.
19. Landlord shall have the right to have any vehicle parked in violation of these rules removed by a towing service at the expense of the vehicle's owner.

20. Tenant shall not permit or suffer any portion of the Leased Premises to be used for lodging purposes.
21. Tenant shall not, in or on any part of the Common Areas:
 - a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
 - b) Exhibit any sign, placard, banner, notice, or other written material.
 - c) Distribute any circular, booklet, handbill, placard or other material.
 - d) Solicit membership in any organization, group or association, or contribution for any purpose.
 - e) Create a nuisance.
 - f) Use any of the Common Areas for any purpose when none of the other retail establishments within the Center are open for business or employment.
 - g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.
 - h) Deface, damage, or demolish any sign, light standard or fixture, landscaping materials or other improvements within the Center, or the property of customers, business invitees or employees situated in the Center.
22. Tenant shall report immediately to the Landlord any extraordinary situations or problems.

The undersigned hereby acknowledges and agrees to be bound by the above rules and regulations.

Date: 5/5/2021

By:  98D3ECF2A0664EC...

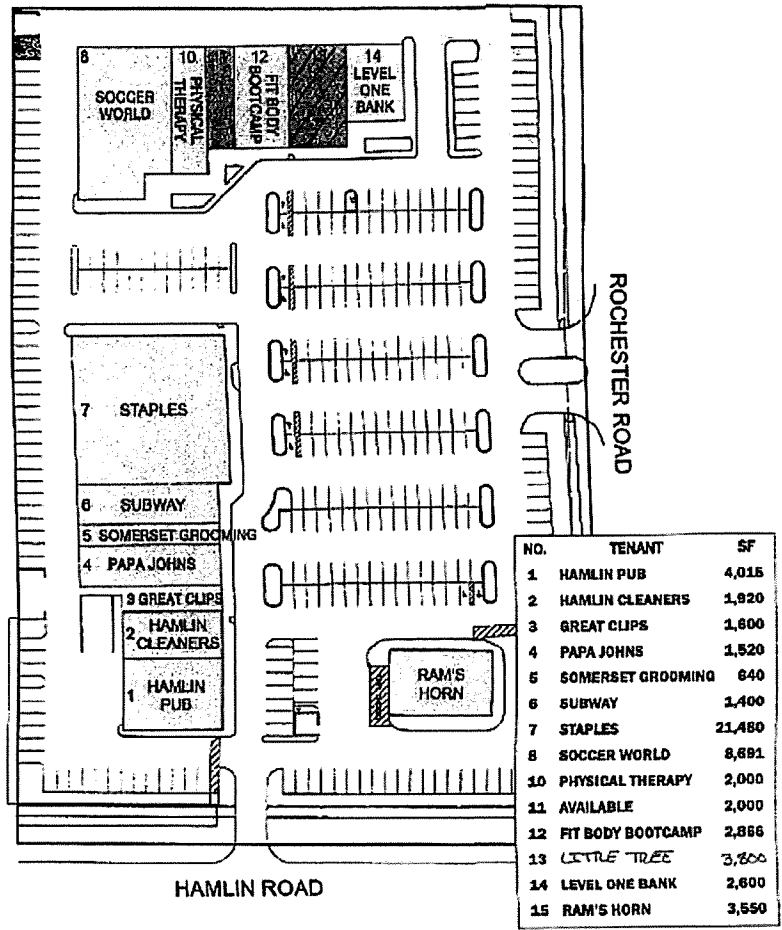
Shepherd Spencer, President

EXHIBIT F

SITE PLAN

EXHIBIT F

Rochester - Hamlin Retail Center



= LEASED PREMISES

EXHIBIT G

APPROVED SIGNAGE

EXHIBIT H

TENANT'S SOUNDPROOFING COST ESTIMATES AND PLANS

All of the work set forth on this Exhibit shall be performed by Tenant. Landlord shall have no obligation to perform any of the work on this Exhibit and shall not be held liable for any defects or deficiencies in the design, plans, or construction of the soundproofing membrane between Fit Body Bootcamp and the Leased Premises.

Subject: Re: Rochester Hills Soundproof Wall
Date: Thursday, April 15, 2021 at 3:49:07 PM Eastern Daylight Time
From: Shep Spencer
To: John Spain
Attachments: img0021.pdf, img0022.pdf, img0023.pdf, img0024.pdf

John, attached are some quotes on materials for a 96 ft x 14 ft wall. The only quote I am missing is for green glue, the soundproofing adhesive that makes a big difference in performance. I am going to shop it around but I know that I will need four 5-gallon tubs at approximately \$315 per tub equaling \$1,260.00. I have listed the materials below with the total. I have been told that material costs due to the pandemic and shortages have been going up 5-10% per month for some time now. The total below is only an estimate.

Home Depot	\$ 2,181.48
Ryan Building Supplies	4,293.42
Green Glue	1,260.00
Drywall Screws/Tapcons	<u>50.00</u>
Total Materials	\$7,784.90

Est. Labor Costs \$2,160.00

Total \$9,944.90

Labor costs reflect 2 men x \$45 each x 8 hrs x 3 days to build a 96 lineal feet of wall 14 feet high after the demolition has taken the existing wall down to the bare studs.

This is the closest estimate I can give you at this time. Pricing for building materials is continuing to go through the roof.

Let me know what you think. Shep



QUOTE

Store 2706 TROY
1177 COOLIDGE HIGHWAY
TROY, MI 48084

Phone: (248) 816-8001
Salesperson: DAP113
Reviewer:

SOLD TO

Name: **SPENCER SHEP** Phone 1: **(248) 892-8083**

Address: 1770 MCMANUS DRIVE Phone 2: (248) 643-7488

City: TROY State: MI Zip: 48084

Company Name: insulacion

Job Description: insulation

County: OAKLAND

QUOTE

2021-04-15 12:55
Prices Valid Thru: 04/22/2021

CUSTOMER PICKUP #1

REF # W02 SKU # 0000-515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	1002-951-660	70.00	EA	FIRE & SOUND 15X47 MINWOOL 49 SQ.FT.	A	Y	\$29.40	\$2,058.00*
MERCHANDISE TOTAL:								\$2,058.00
END OF CUSTOMER PICKUP - REF #W02								

We reserve the right to limit the quantities of merchandise sold to customers.

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY:

The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.

ORDER TOTAL	\$2,058.00
SALES TAX	\$123.48
TOTAL	\$2,181.48
BALANCE DUE	\$2,181.48

END OF ORDER No. H2706-182307

TERMS AND CONDITIONS

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pickup, proceed to Will Call/Service Desk area! Pro Customers, proceed to the Pro Desk!

*** CONTINUED ON NEXT PAGE ***

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)
* Indicates item markdown
Customer Copy

No. H2706-182307



Byron Center (616) 593-9300
 Ann Arbor (734) 545-7990
 Kalamazoo (269) 342-0740
 Lansing (517) 887-3006
 Traverse City (231) 932-8919
 Zeeland (616) 772-2623
 Holland (419) 491-0976



Southfield (248) 353-2905
 Harrison Township (586) 421-8421
 Clarkston (248) 625-8995
 Troy (248) 250-7775



Saginaw (989) 752-1722
 Detroit (313) 521-5003
 Southfield (248) 354-1292

QUOTE ORIGINAL



QUOTE ONLY

Customer No.	Date	Order Number						
1001		13041322-00						
Order Date	Customer P.O. Number	Customer Job No.	Ordered By	Entered By	Reqd Ship Date	Date Shipped	Sales Rep	Page No.
04/15/21		NEW ASIAN CUISINE		bjw2	04/15/21		HSE	1 of 1
Special Instructions								[3]
DELIVERY								

S
O
L
D

T
O
MI

COD
COD SALES

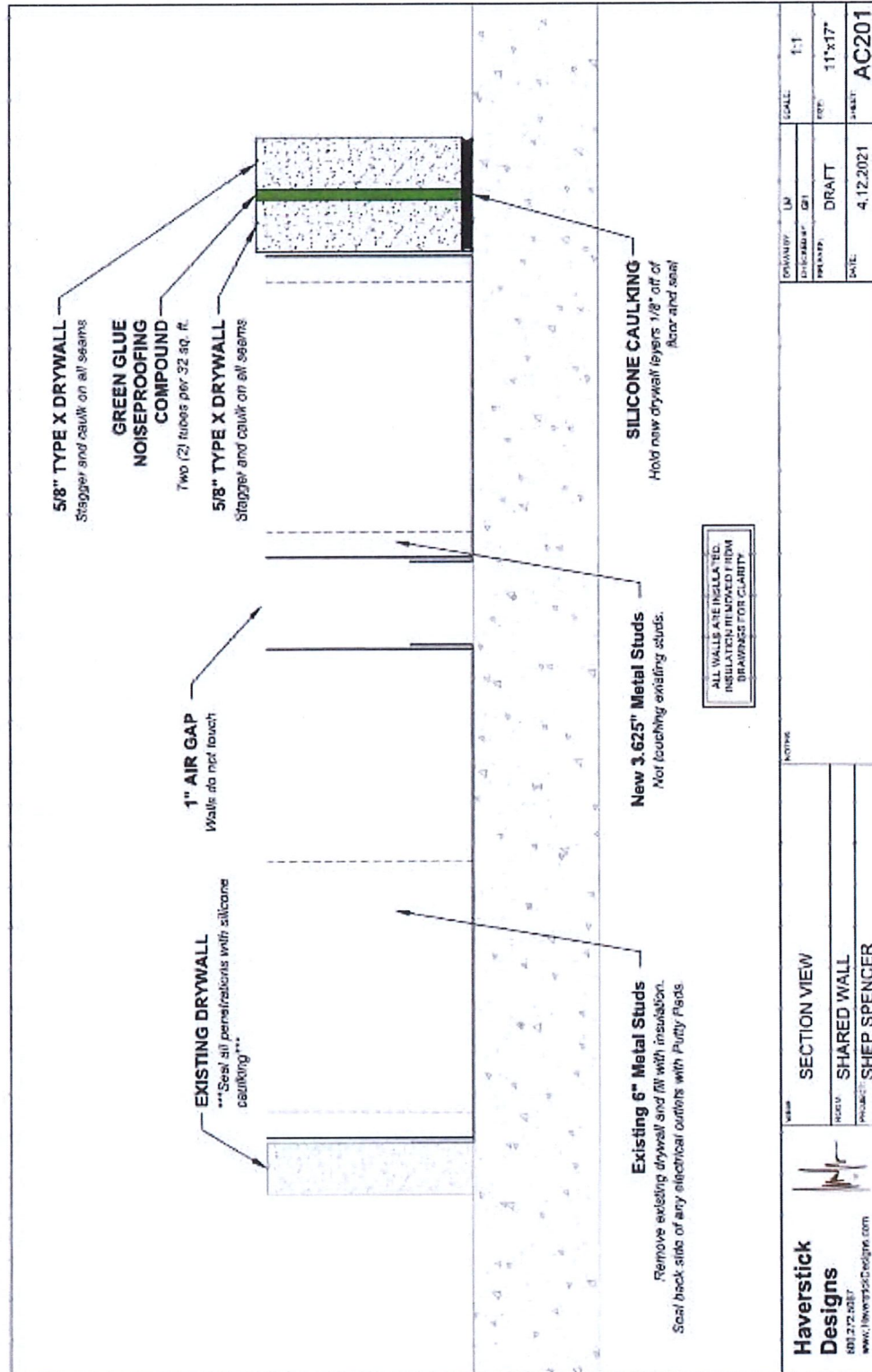
S
H
I
P

T
O

NEW ASIAN CUISINE
SHEPHERD SPENCER

Product No.	Quantity	Units	Description	U/M	Extension	Unit price	Amount
362S162-54-14	80	PCS	3-5/8"X14' STUD 16GA 1-5/8" FLANGE	MLF	1120	2090.00	2340.80
382T125-64-10	20	PCS	3-5/8"X10' TRACK 16GA 1-1/4" LEG	MLF	200	1780.00	356.00
USG030250	3	CTN	USG 29oz ACOUSTICAL SEALANT WHITE (12)	CTN	3	97.60	292.80
58FC10	88	PCS	5/8" 4x10 FIRECODETYPE *X* DRYWALL (26)	MSF	2720	390.00	1060.80
			Total Wallboard = 2720 Square Ft				
			Total Drywall Stud = 1320 Linear Ft				

Tax Details	Received By	Delivered By	Totals
Taxable: Yes Michigan		TROY YARD	SUBTOTAL 4050.40 TAX 243.02 ADD'L CHARGES 0.00 TOTAL 4293.42
Thank You			Payments
<p>1. TERMS: Interest at a rate of 18% per year computed monthly will be charged on the unpaid balance. 2. All claims must be made within 24 hours of receipt of goods. We do not accept merchandise returns without written approval. 3. 20% Restocking charge will be made on all saleable merchandise returned. 4. We do not accept returns on special order products. 5. All transactions referenced herein are governed by the terms and conditions located at https://www.gms.com/terms-conditions</p>			



Sound Insulation Prediction (v8.0.4)

Program copyright Marshall Day Acoustics 2014

Haverstick Designs - Key No. 4828

Margin of error is generally within STC +/- 3 dB

Job Name:

Job No.:

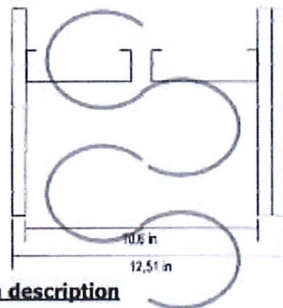
Page No.:

Notes:

Date: 12 Apr 21

Initials: Gavin Haverstick

File Name: Double Wall.txd



STC 69
OTC 51

System description

Panel 1 : 1 x 0.63 in Type X Gypsum Board ($\rho: 43.08 \text{ lb/ft}^3, E: 0.27 \text{ psi} \cdot 10^6, \eta: 0.01$)

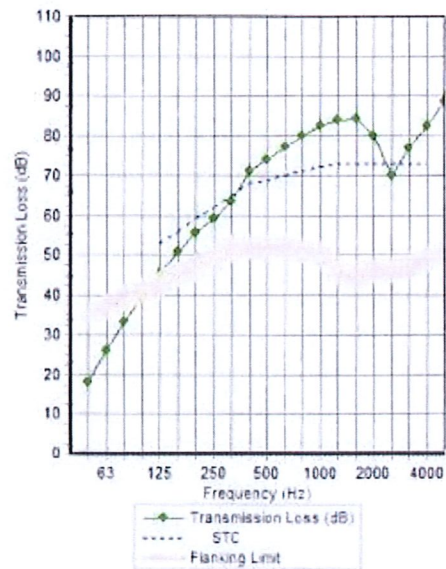
Cavity: Double steel stud; Stud spacing 16 in., Infil: fiberglass (22kg/m³) Thickness: 8 in. ($\rho: 22 \text{ lb/ft}^3, Rf: 810 \text{ Pa} \cdot \text{h/m}^2$)

Panel 2 : 2 x 0.63 in Type X Gypsum Board ($\rho: 43.08 \text{ lb/ft}^3, E: 0.27 \text{ psi} \cdot 10^6, \eta: 0.01$)

Mass-air-mass resonant frequency = 36 Hz

frequency (Hz)	TL(dB)	TL(dB)
50	18	
63	26	22
80	33	
100	39	
125	45	43
160	51	
200	56	
250	59	58
315	64	
400	71	
500	74	73
630	77	
800	80	
1000	82	82
1250	84	
1600	84	
2000	80	74
2500	70	
3150	77	
4000	83	80
5000	89	

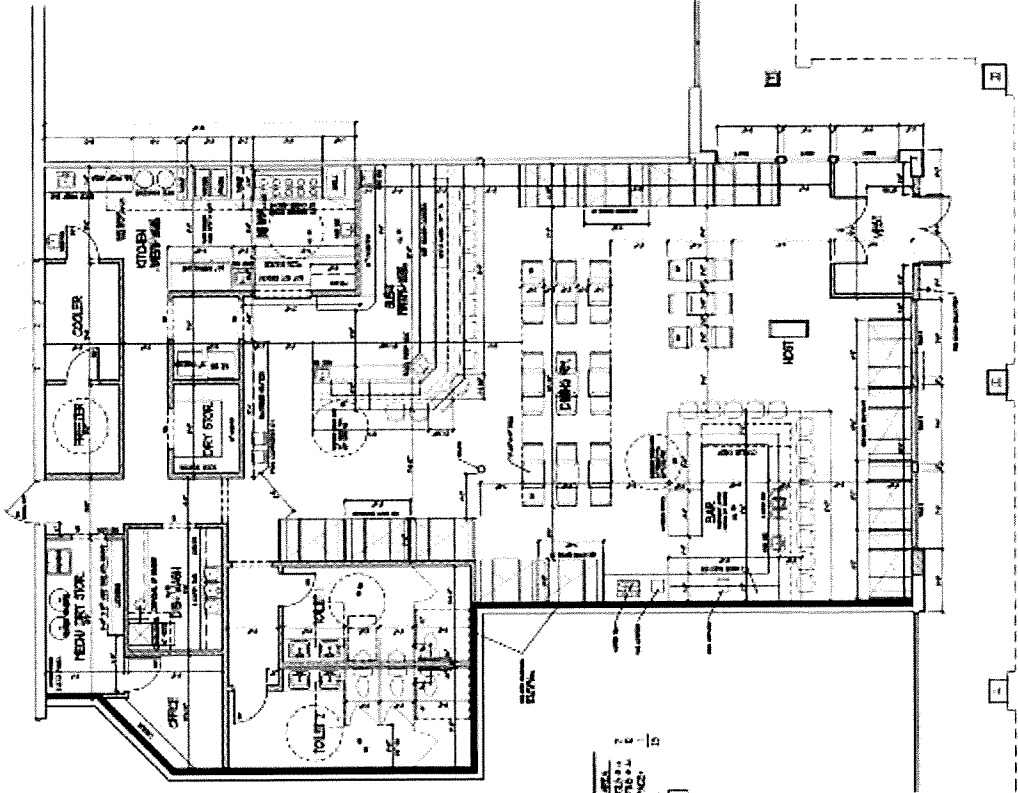
Panel Size 8.9x13 ft; Mass 7.8 lb/ft²



A-1
PROPOSED FLOOR PLAN
LITTLE TREE SIGN RM
NO. 3022378-2


SHEPARD BROTHERS

REVIEW SET - NOT FOR CONSTRUCTION !!



SEATING SUMMARY

SEATING	NO.	SEATING AREA	SEATING TYPE
BAR SEATING	12	12	BAR
STAND SEATING	12	12	STAND
TABLE SEATING	15	15	TABLE
TOTAL RESTAURANT SEATING	39	39	

NO. OF SEATING: 39

Field verify all dimensions
DO NOT SCALE DRAWINGS!

EXHIBIT I

MEMTECH ACOUSTICAL SOUND READINGS AND PROPOSAL



Acoustical wall design for Rochester-Hamlin Retail Center LLC

April 7, 2021

John Spain
Rochester-Hamlin Retail Center LLC.
30777 Northwestern Highway, Suite 301
Farmington Hills, MI 48334

Introduction and Purpose:

On Friday, March 26th, 2021, Memtech Acoustical (here on referred to as Memtech) performed a follow basic STC investigation for Rochester-Hamlin Retail Center in Rochester Hills, Michigan. The purpose of this noise analysis was to determine what the current STC of the wall between the Gym and the future Sushi Restaurant. John Spain has requested that we design a wall to properly attenuate the bulk of the noise between these units.

Summary:

Based on the data acquired during the study, we find that the wall between the units has an STC of 24 dBA. The new designed wall will be rated at 51 dBA.

Process Used:

Comparisons of known materials and composites will be used in the design of this wall to provide proper STC ratings for the Sushi Restaurant.

Discussion:

The current STC rating of 24 decibels is a poor performer. An STC rating of 51 decibels is considered to be in the better range and a clear improvement.

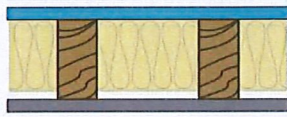
An **STC rating** is the average difference produced by a wall assembly, essentially measured in dB, between the sound in one area and the sound in an adjacent area over several frequency ranges (technically 1/3rd octave bands). Note that **STC** points do not add up linearly.

STC	
Poor	30 - 39
Good	40 - 49
Better	50 - 59
Excellent	60 - 69

New wall configuration;

- The new wall configuration will consist of the existing wall with drywall removed from one side.
- 4" of rockwool installed between stud cavities.
- Putty pads install in any receptacle or switch boxes.
- One-layer 5/8" QuietRock ES type x drywall panel applied vertically.
- All joints taped.
- All edges of wall, floor, ceiling, and corners to be sealed with Quiet Seal.

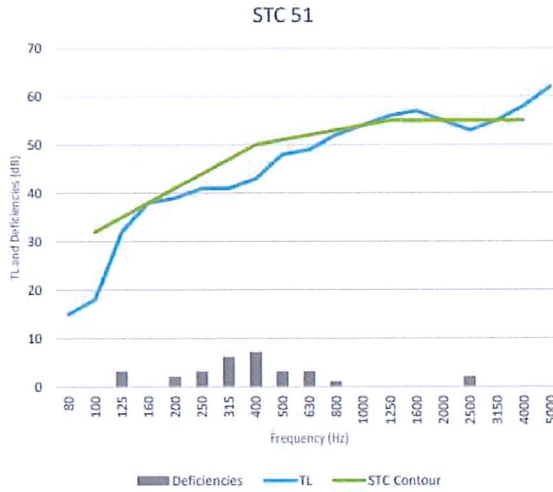
Assembly Components



Acoustical	Fire
STC 51	1 hour
OL 11-0319, 3/4/11	U309
4-3/4" Thick, 5.9 lb/ft ²	

This design has been tested in lab and results are shown.

Frequency (Hz)	TL (dB)	Deficiencies (dB)
80	15	
100	18	
125	32	3
160	38	
200	39	2
250	41	3
315	41	6
400	43	7
500	48	3
630	49	3
800	52	1
1000	54	
1250	56	
1600	57	
2000	55	
2500	53	2
3150	55	
4000	58	
5000	62	
Total Deficiencies		30



Conclusion and Recommendations:

Based on the above data and modeling we can predict acceptable attenuation levels.

Disclaimer:

This report was based upon readings and observations which were in place at the time of our analysis. Any changes in environment, processes, or operations could result in a change in noise levels. The Inverse Square Law is used for modeling purposes and should not be considered as real measurements. In order to gain accurate results, noise levels should be captured with a Type 1 sound level meter.

Rick Boyce
Lead Acoustical Consultant
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Rochester Hills, MI 48309
248-289-1123
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MemtechAcoustical.com



Estimate

Date	Estimate #
3/31/2021	N3789

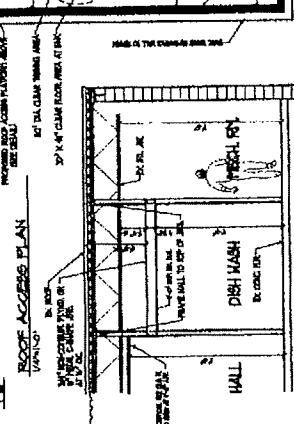
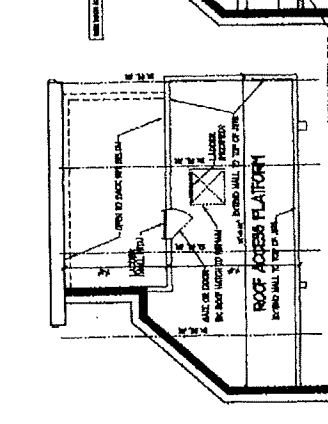
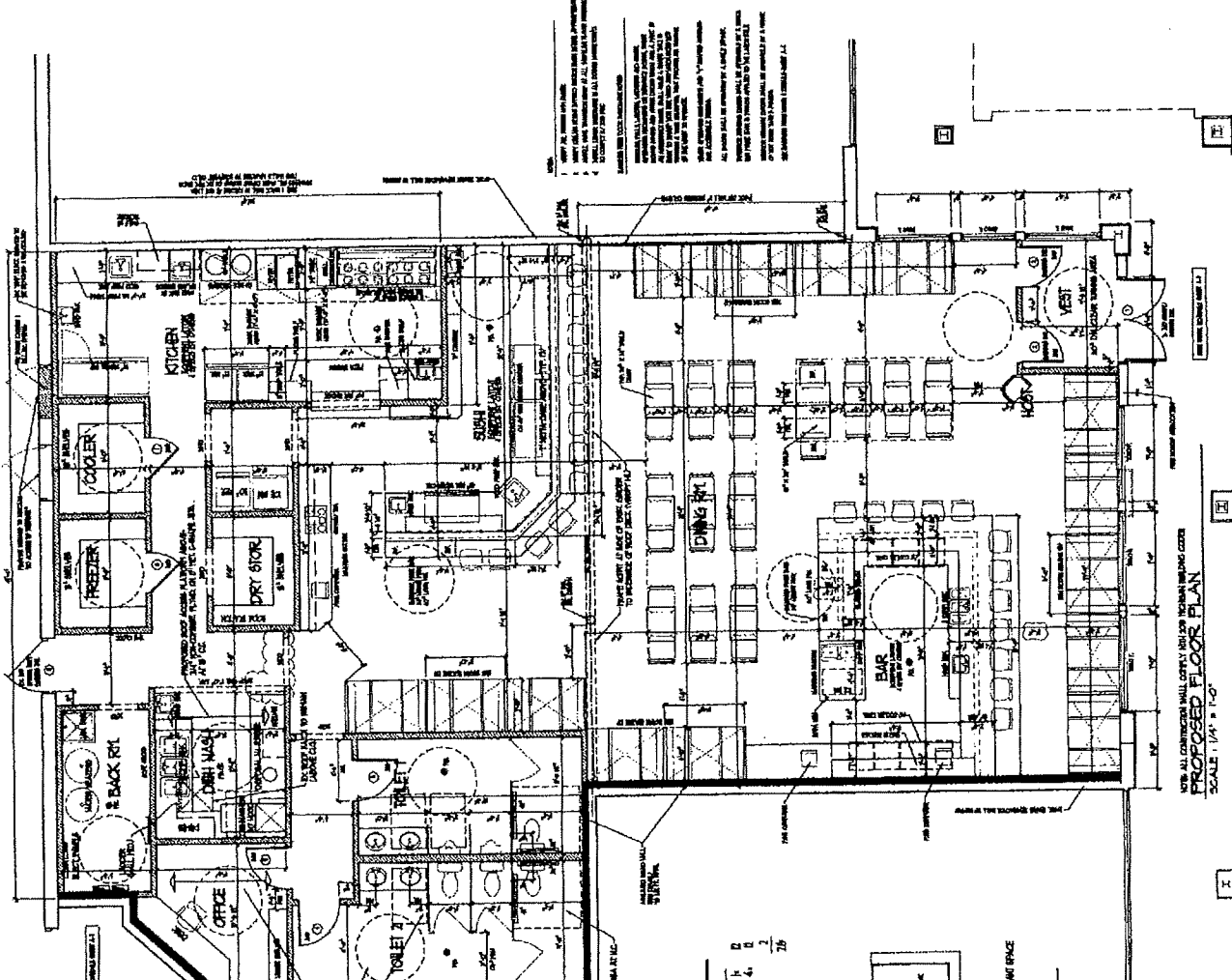
Name / Address
Rochester-Hamlin Retail Center, LL John Spain 30777 Northwester Highway, Suite 301 Farmington Hills, MI 48334

Ship To
1930 S Rochester Road Rochester, MI 48309

P.O. No.	Project Due Date	Sales Rep	FOB	Terms	Processor	Source	Entity Type
	3/31/2021	RB	Minneapolis	Upon Receipt	RB	Referral	Commercial

Description	Total
Acoustical Services design acoustical wall design with an STC rating of 40 decibels. current readings in the Gym were 85dBA current readings in the proposed Sushi Bar were 61dBA.	750.00

In an effort to keep our product cost down, we will be adding a 4% processing fee for all credit card transactions. Thank you for your support. We look forward to serving you with all your future project needs. At Memtech Acoustical, WE KNOW NOISE!		Subtotal	\$750.00
<u>Please be sure all information is correct. All products are custom made-to-order.</u> <u>Unless otherwise specified, all products are non-returnable after purchase.</u> <u>No refunds or exchanges permitted, all sales are final.</u>		Sales Tax (6.0%)	\$0.00
		Total	\$750.00
Phone #	Fax #	E-mail	Web Site
248.289.1123	248.289.6317	sales@memtechacoustical.com	www.memtechacoustical.com



BUILDER NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
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CODE DATA

STRUCTURAL: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 MECHANICAL: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 ELECTRICAL: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 PLUMBING: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
 FINISHES: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.

SEATING SUMMARY

BAR AREA	DINING AREA	SUSHI AREA
0 BOOTH 4 1/2	0 BOOTH 4 1/2	0 BOOTH 4 1/2
5 BOOTH 4 1/2	5 BOOTH 4 1/2	5 BOOTH 4 1/2
10 BOOTH 4 1/2	10 BOOTH 4 1/2	10 BOOTH 4 1/2
20 BOOTH 4 1/2	20 BOOTH 4 1/2	20 BOOTH 4 1/2
30 BOOTH 4 1/2	30 BOOTH 4 1/2	30 BOOTH 4 1/2
40 BOOTH 4 1/2	40 BOOTH 4 1/2	40 BOOTH 4 1/2
50 BOOTH 4 1/2	50 BOOTH 4 1/2	50 BOOTH 4 1/2
60 BOOTH 4 1/2	60 BOOTH 4 1/2	60 BOOTH 4 1/2
70 BOOTH 4 1/2	70 BOOTH 4 1/2	70 BOOTH 4 1/2
80 BOOTH 4 1/2	80 BOOTH 4 1/2	80 BOOTH 4 1/2
90 BOOTH 4 1/2	90 BOOTH 4 1/2	90 BOOTH 4 1/2
100 BOOTH 4 1/2	100 BOOTH 4 1/2	100 BOOTH 4 1/2
TOTAL	TOTAL	TOTAL

TOTAL RESTAURANT SEATING = 100
 100 SEATING PROVIDED

LEGEND

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**Field verify all dimensions
DO NOT SCALE DRAWINGS!**

WELCOME TO THE LITTLE TREE SUSHI BAR

JAPAN APPETIZERS

EDAMAME - SOYBEAN PODS SERVED WITH OR WITHOUT SALT. 5.25

EBI TEMPURA - AN ASSORTMENT OF SHRIMP & VEGETABLES LIGHTLY TEMPURA FRIED. SERVED WITH OUR SPECIAL HOMEMADE TEMPURA SAUCE. 7.75 VEGETABLES ONLY 4.75

SUMAI - JAPANESE STEAMED DUMPLINGS SERVED IN OUR SWEET UDON BROTH WASABI PORK OR SHRIMP 5.25

GYOZA - FRIED OR STEAMED JAPANESE POT STICKERS WITH PORK & VEGETABLE FILLING SERVED WITH OUR HOMEMADE GYOZA SAUCE. 5.95

LETTUCE WRAP - YOUR CHOICE OF CHICKEN, BEEF, TOFU OR SEAFOOD, SAUTEED IN HOISHI SAUCE WITH ASIAN VEGETABLES. 8.95

SALADS

SUNOMONO - THINLY SLICED CUCUMBERS & SEAWEED WITH OUR SWEET VINAIGRETTE DRESSING. 2.50 ADD KING CRAB 11.75, SHRIMP 7.00 OR OCTOPUS 7.00

GINGER SALAD - A MEDLEY OF GREENS, CUCUMBERS, CARROTS, DAIKON RADISH SPROUTS & TOMATOES. SERVED WITH OUR HOMEMADE GINGER DRESSING. SMALL 3.50 LARGE 7.00 WITH GRILLED CHICKEN 12.00 OR GRILLED SHRIMP 14.00

AHI TUNA - BLACKENED AUSTRALIAN AHI TUNA SEARED TO PERFECTION WITH AN AMAZING HONEY WASABI SAUCE. SERVED OVER MIXED GREENS, TOMATOES, CUCUMBERS & SPICY SPROUTS TOSSED WITH SESAME SOY SAUCE. 20.00

ENTREES

CHICKEN, BEEF OR SALMON TERIYAKI - TENDER CHICKEN, NEW YORK STEAK OR FRESH NORWEGIAN SALMON GRILLED THEN GLAZED WITH OUR HOMEMADE TERIYAKI SAUCE. SERVED WITH RICE. CHICKEN 13.95, BEEF 21.95 OR SALMON 16.95

SEAFOOD TEMPURA - A DELIGHTFUL ASSORTMENT OF SHRIMP, SCALLOPS, SOUP & VEGETABLES LIGHTLY TEMPURA FRIED. SERVED WITH OUR HOMEMADE TEMPURA SAUCE. 16.75

JAPANESE ITAME (STIR-FRY) - ASIAN VEGETABLES STIR-FRIED IN A SWEET JAPANESE BROWN SAUCE. SERVED WITH A SIDE OF RICE. YOUR CHOICE OF CHICKEN 12.95, BEEF 13.95 OR SHRIMP 14.95

SOUP

MISO - TRADITIONAL JAPANESE SOYBEAN SOUP MADE FRESH DAILY WITH WAKAME, TOFU & GREEN ONIONS 3.50

PHILIPPINES

APPETIZERS

LUMPIA - THAI PHILIPPINE STYLE SPRING ROLLS WITH GROUND SEASONED PORK ROLLED IN A LUMPIA WRAPPER & FRIED TO A GOLDEN BROWN. SERVED WITH OUR HOMEMADE SWEET FRUIT SAUCE. 4.95

PHILIPPINE B.B.Q - SKEWERS OF PORK TENDERLOIN MARINATED IN A TRADITIONAL SWEET BARBECUE SAUCE & GRILLED OVER AN OPEN FLAME. 5.50

ENTREES

PHILIPPINE FRIED RICE - PHILIPPINE STIR-FRIED RICE TOPPED WITH 2 OVER-EASY EGGS & YOUR CHOICE OF PORK OR MARINATED CHICKEN 12.95, BEEF 13.95 OR SHRIMP 14.95

MARINATED BEEF & POTATOES - A DELICIOUS BLEND OF MARINATED BEEF, GARLIC, ONIONS & POTATOES SAUTEED IN A SWEET BROWN SAUCE. SERVED WITH RICE. 13.50

CHICKEN & PORK ADOBO - OUR POPULAR PHILIPPINE ENTRÉE OF CHICKEN, PORK, ONIONS & FILIPINO SEASONINGS SIMMERED TOGETHER TO MAKE A DELIGHTFUL STEW. SERVED WITH A SIDE OF RICE. 12.95

GINATAANG SEAFOOD - A DELIGHTFUL PHILIPPINE DISH CONSISTING OF SHRIMP, SCALLOPS, SOUP & SALMON SAUTEED WITH RED CURRY, COCONUT MILK, EGGPLANT & GARLIC. SERVED WITH A SIDE OF RICE. 15.75

PAELLA - A DELICIOUS SEAFOOD MEDLEY OF FRESH MUSSELS, SHRIMP, KING CRAB, SUGARCANE SCALLOPS & BABY SOUP, SIMMERED WITH TOMATOES, ONIONS, GARLIC & BELL PEPPERS IN A SEAFOOD TOMATO BROTH. SERVED WITH A SIDE OF RICE. 19.95

SOUP

SINIGANG - TRADITIONAL PHILIPPINE SOUR SOUP. 3.50

THAILAND APPETIZERS

SPRING ROLLS - HAND ROLLED WITH BEAN THREAD NOODLES & DEEP FRIED. SERVED WITH OUR HOMEMADE SWEET FRUIT SAUCE. YOUR CHOICE OF PORK OR VEGETABLE 6.50

CRAB & SHRIMP PUFFS - WONTONS STUFFED WITH A BLEND OF CRAB, SHRIMP & CREAM CHEESE. DEEP FRIED & SERVED WITH OUR HOMEMADE SWEET FRUIT SAUCE. 9.00

CHICKEN SATAY - 5 SKEWERS OF CHICKEN SEASONED IN OUR SPECIAL THAI MARINADE, THEN CHAR-BROILED OVER AN OPEN FLAME & SERVED WITH A SIDE OF SWEET PEANUT SAUCE. 5.75

ENTREES

THAI FRIED RICE - RICE, ONIONS, CARROTS, PEAPODS, GARLIC & BASH PESTO STIR-FRIED THAI STYLE WITH YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

PAD CASHEW - THAI STIR-FRIED WATER CHESTNUTS, BAMBOO SHOOTS, ONIONS, CELERY, PEAPODS, CARROTS, BABY CORN & ROASTED CASHEWS. SERVED WITH A SIDE OF RICE. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

GANG GAI - FRESH EGGPLANT, PEAPODS, BELL PEPPERS, BABY CORN, BAMBOO SHOOTS, ONIONS & MUSHROOMS SEASONED WITH RED CURRY & COCONUT MILK. THEN STIR-FRIED. SERVED WITH A SIDE OF RICE. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

PAD PRIK - A ZESTY COMBINATION OF FRESH BELL PEPPERS, MUSHROOMS, PEAPODS, BABY CORN, ONIONS, NAPPA, WATER CHESTNUTS, CRISP BAMBOO SHOOTS & CARROTS. SEASONED WITH RED CURRY & STIR-FRIED. SERVED WITH A SIDE OF RICE. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

PAD PAK - FRESH MUSHROOMS, TENDER NAPPA, ONIONS, WATER CHESTNUTS, CARROTS, PEAPODS, BELL PEPPERS, BABY CORN & BAMBOO SHOOTS. SEASONED WITH THAI SPICES & STIR-FRIED. SERVED WITH A SIDE OF RICE. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

CHIANG-RAI EGGPLANT - GREEN PEPPER, CARROTS, RED PEPPER, ONIONS, BAMBOO SHOOTS & EGGPLANT STIR-FRIED IN A SPICY THAI BROWN SAUCE. SERVED WITH RICE. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

SOUP

TOM YUM - THAI HOT & SOUR TAMARIND SOUP HOMEMADE DAILY 3.50 CHICKEN OR SHRIMP 4.95

ASIAN NOODLES

PAD THAI (THAILAND) - OUR MOST POPULAR THAI ENTRÉE CONSISTS OF RICE NOODLES TOSSED WITH CARROTS, RED ONIONS & EGG IN A FLAVORFUL THAI TAMARIND SAUCE TOPPED WITH FRESH BEAN SPROUTS & ROASTED PEANUTS. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95 (SPICED TO YOUR PREFERENCE)

YAKISOBA (JAPAN) - A TRADITIONAL JAPANESE FAVORITE! DELICATE EGG NOODLES TOSSED WITH ASIAN VEGETABLES & SAUTEED IN A TANGY ASIAN SWEET SAUCE WITH YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

YAKIUDON (JAPAN) - UDON NOODLES SAUTEED WITH FRESH ONIONS, CARROTS, PEAPODS, MUSHROOMS & TENDER NAPPA. SEASONED WITH BUTTER, SOY & SAKE WITH YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95

MEE-THAI (THAILAND) - THIN EGG NOODLES WITH ONIONS, GREEN PEPPER, RED PEPPER, CARROTS, MUSHROOMS, BAMBOO SHOOTS, BABY CORN & BROCCOLI IN A SWEET BROWN THAI SAUCE. YOUR CHOICE OF CHICKEN OR TOFU 12.95, BEEF 13.95 OR SEAFOOD 14.95 (SPICED TO YOUR PREFERENCE)

NABEYAKI UDON (JAPAN) - A DELICIOUS COMBINATION OF CHICKEN, VEGETABLES, MUSHROOMS, EGG & UDON NOODLES IN A HEARTY BROTH SERVED WITH SHRIMP TEMPURA, GREEN ONIONS & DRY ROASTED SEAWEED. SERVED IN A HOT POT. 13.95

PANCIT CANTON (PHILIPPINES) - A TASTY PHILIPPINE DISH COMPRISED OF STIR-FRIED EGG NOODLES WITH CHICKEN, PORK & SHRIMP TOSSED WITH NAPPA, CARROTS, ONIONS, CELERY, PEAPODS & MUSHROOMS. 12.95

CRISPY NOODLES (PHILIPPINES) - SAUTEED BELL PEPPERS, BABY CORN, BAMBOO SHOOTS, WATER CHESTNUTS, CARROTS & ONIONS IN A LIGHT BROWN SAUCE ON A BED OF FRIED EGG NOODLES. WITH YOUR CHOICE OF CHICKEN. 12.95, BEEF 13.95 OR SHRIMP 14.95

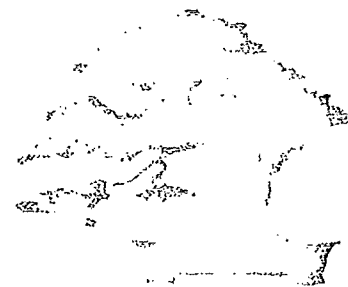
Specialty Rolls		
• Katana - Escolar, eel, avocado and spicy mayo - baked and topped with eel sauce.	9.50	
• Little Tree - Fresh water eel, avocado, California mix, and eel sauce.	7.50	
• Main Street - Tuna, eel, avocado, spicy mayo, eel sauce and smelt roe.	8.50	
• Samurai - Tuna, avocado, eel, and garlic mayo - baked then topped with eel sauce.	9.50	
• Two Flavor - A baked California roll, topped with spicy and garlic mayo.	7.50	
• Spicy Hawaiian Mix - Cooked & minced assorted Hawaiian fish, avocado, and spicy mayo.	6.25	
• The Mad Chef - Tempura fried California roll.	8.00	
• Lobster Crunch - Tempura fried California roll, topped with lobster salad, wasabi mayo and eel sauce.	11.50	
• Spicy Octopus - Octopus, spicy mayo, and avocado.	6.50	
• Philly - Smoked salmon, smelt roe, avocado, and cream cheese.	7.25	
• Harley - Tuna, avocado, and moochie paste -- very spicy!	7.75	
• Rice Crispy - Tuna, avocado, spicy mayo, and scallions - rolled in tempura flake.	8.25	
• Lava - Salmon, avocado, and cream cheese, tempura fried -- garnished with jalapeño, spicy mayo, and lava sauce.	10.25	
• Tattoo - Yellow tail, avocado, pickled radish, spicy mayo, moochie paste, and smelt roe -- very spicy!	8.25	
• Alaskan Pipe - Tuna, crab, cucumber, avocado, spicy mayo, and eel sauce.	9.75	
• Futomaki - Crab, cucumber, pickled radish, sweet gourd, and sweet egg.	10.00	
• Wow - Shrimp tempura, chili tuna, avocado, and smelt roe.	11.50	
• King Kong - Shrimp tempura, eel, avocado, spicy mayo, and eel sauce.	10.75	
• Godzilla - Tempura fried Soft-shell crab, tuna, eel, smelt roe, avocado, pickled radish, spicy mayo, and eel sauce.	12.50	
• Dragon - Shrimp tempura, cucumber, and spicy mayo -- topped with eel, avocado, tempura flake, and eel sauce.	21.00	
• Rainbow - California roll topped with chef's choice of seven assorted sashimi.	19.00	
• This Is It - Tuna, eel, shrimp tempura, avocado, scallions, and spicy mayo -- tempura fried.	15.50	
• Fresca - Tuna, avocado, and spicy mayo -- topped with a finely minced pico de gallo, avocado, and tuna sashimi.	15.50	
• Shiromaki - Escolar, steamed asparagus and cream cheese -- topped with torched white tuna, scallions, eel sauce, and shiromaki sauce.	15.25	

*Raw °Cooked

*Consuming raw or undercooked meats, seafood, shellfish or eggs may increase your risk of foodborne illness.

Sushi Menu

Little Tree



Sushi Bar

Follow us on Instagram

@littletreesushi



Check us out on facebook!



Brown sushi rice - \$.1.00 per roll, \$.50 per nigiri.

Soy paper - \$1.50 per roll

Inside out - \$1.50 per roll

Wild Caught Exotics

Nigiri or Sashimi (1 pc) / Roll	1 pc	#	Roll	#
Escobar - White Tuna - Hawaii	3.00		5.50	
Ahi - Tuna - Australia	3.25		5.75	
Blackened Ahi - garlic mayo & capers	3.25		6.00	
Hamachi Toro - Fatty Yellowtail - Japan	6.00		13.00	
Wild King Salmon	5.95		12.50	

Gunkan

	\$	#
Wasabi Tobiko - Wasabi infused flying fish roe	3.50	
Black Tobiko - Squid Ink infused flying fish roe	3.50	
Red Tobiko - Red flying fish roe	3.50	

Exotic Salads

	\$	#		\$	#
Squid	5.95		Octopus	x	
Green Seaweed	5.95		Spicy Seaweed	5.95	

Nigiri or Sashimi (1 pc)

Nigiri or Sashimi (1 pc)	\$	#	Nigiri or Sashimi (1 pc)	\$	#
Tuna	3.25		Krab	2.50	
Albacore White Tuna	3.25		Alaskan King Crab	7.00	
Yellowtail	3.25		Smelt Roe	2.50	
Salmon	3.00		Salmon Roe	3.50	
Smk Salmon	2.50				
Surf Clam	3.50		Spicy Scallop	4.50	
Mackerel	2.75		Lobster Salad	3.75	
Izumidai	3.00		Inari	2.25	
Shrimp	2.25		Sweet Egg	2.50	
			Eel	3.75	
Squid	3.00		Sea Eel	3.25	
Octopus	3.00		Beef	4.25	

Chef's Combinations

	\$	#
Small Sushi - 7 pieces of nigiri (chef's choice) & a California Roll	25.00	
Large Sushi - 10 pieces of nigiri (chef's choice) & a California Roll	30.00	
Small Sashimi - 10 pieces of sashimi (chef's choice)	23.00	
Large Sashimi - 15 pieces of sashimi (chef's choice)	32.00	

*Raw °Cooked *Ask your server for availability

*Consuming raw or undercooked meats, seafood, shellfish or eggs may increase your risk of foodborne illness

Rolls (6 pcs) or Hand Roll (\$2.25 less)

	\$	#
Tuna	6.00	
Spicy Tuna - Tuna and spicy mayo.	6.50	
Chili Tuna - Minced tuna, garlic, chili paste, and sesame oil, & scallions	8.00	
Yellowtail & Scallion	6.00	
Spicy Yellowtail - Yellow tail and spicy mayo.	6.50	
Salmon	6.00	
Spicy Salmon - Salmon and spicy mayo.	6.50	
Mackerel & Scallion	6.00	
Shrimp & Smelt Roe - avocado	6.75	
Salmon Caviar	6.50	
California - Krab & mayo mix, avocado, and cucumber.	6.75	
Spicy California - Krab, avocado, cucumber, and spicy mayo	6.75	
California King - Alaskan king crab, avocado, and cucumber.	16.00	
Boston - Shrimp, cucumber, and avocado.	6.75	
Eel & Cucumber	7.25	
Eel & Avocado	7.25	
Salmon Skin - cucumber & scallions	5.50	
Spicy Scallop	7.25	
Shrimp Tempura - Shrimp tempura, cucumber, avocado, and spicy mayo.	9.00	
Spider - Tempura fried soft shell crab, with cucumber, avocado, and spicy mayo.	9.00	
Pickle Radish	4.00	
Fermented Soy Bean - scallions	4.25	
Plum Paste - mint leaves	4.00	
Cucumber	4.00	
Avocado	4.50	
Cucumber & Avocado	5.00	
Vegetable - Sweet gourd, pickled radish, and cucumber.	5.25	
Asparagus Tempura	5.50	
Sweet Gourd	4.00	
Garden - Tofu, tomato, spicy sprouts, cucumber, avocado, and spicy mayo.	9.00	
Veggie Delight - Spinach, cream cheese, cucumber, avocado, sweet gourd, steamed asparagus, and garlic mayo -- rolled in sesame soy paper	12.50	

*Raw °Cooked

*Consuming raw or undercooked meats, seafood, shellfish or eggs may increase your risk of foodborne illness