

8/14/06

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

RECEIVED

AUG 21 2006

LOCAL APPROVAL NOTICE
(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

August 9, 2006

To: Rochester Hills City Council
Clerk
1000 Rochester Hills Drive
Rochester Hills, MI 48309-3033

Request I.D.#369255

Applicant: MAXIMUM MANAGEMENT INC.

Stockholder: Amy J Falbe, 8671 Pilgrim Street, Washington MI, 48094 (B.P.248-293-9000 H.P.586-677-0077)

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436. 1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) - 322-1400.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

jr

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION
RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from: MAXIMUM MANAGEMENT INC. requesting to Transfer Ownership escrowed 2006 Class C licensed business, with Dance-Entertainment Permit, from Oakland Hills Food & Beverage, Inc. located at 1711 E Auburn, Rochester Hills MI, 48307, Oakland County.

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

(Mailing address of Township, City or Village)

CITY OF ROCHESTER HILLS
CLASS C LIQUOR LICENSE APPLICATION

APPLICANT'S CHECK LIST FOR SUBMISSION

- Completed Application
- Listing of Corporation/Partners
- Building/Site Plans - *On file*
- Financial Statement
- Lease Agreement (if applicable)
- Menu
- Training Policy
- Fingerprints
- Dance/Entertainment Agreement (if applicable)

Jane
▲▲▲



CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: September 19, 2006

- New Class C License
- Transfer Class C License
- Dance Permit
- Entertainment Permit
- Dance Entertainment Permit

Applicant's Name: Amy Falbe Phone No. 586-677-0077
 Address: 8601 Pilarim City Washington ST MI
 Age: 33 Citizenship: US Date of Birth 3/12/73 Birthplace: Mt. Clemens, MI
 If naturalized, year and place: _____

If a partnership, please complete the following:

Partner's Name: _____ Phone No. _____
 Address: _____ City _____ ST _____
 Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
 If naturalized, year and place: _____

Manager's Name: _____ Phone No. _____
 Address: _____ City _____ ST _____
 Age: _____ Date of Birth: _____

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

Amy Falbe - DOB - 3/12/73
8601 Pilarim
Washington, MI 48094
Corporation - Maximum Management Inc.

Location of Proposed License: 1711 E. Auburn Road, Rochester Hills, MI 48307

Does applicant presently own the premises? No
If not, name of owner of premise: Terry Falbe

Legal Description of Property (Sidwell #) 7015-25-458-031

Length of time business has been in operation: Almost 7 years

Has applicant ever been convicted of a felony? Yes No

If convicted of felony, explain: _____

Has applicant previously applied for liquor license? Year requested: None

Location of business: —

Was liquor license granted: —

Have any of the applicants or persons listed above been convicted of a violation of federal or state law concerning the manufacture, possession or sale of alcoholic beverages? Yes No

Name of person —

What is the applicant's current business?
Manager of Bourbon Takes Pub + Grill

Length of time in named business? almost 1 year

List all uses in addition to sale of alcoholic beverages: Public Dining and Entertainment

Does applicant presently operate a restaurant? Yes No

Name and address of restaurant: Bourbon Takes, 1711 E Auburn Rd, Rochester Hills, MI 48307

Does applicant presently hold a Class C liquor license? Yes No

Name and address of restaurant: —

List record and history of any liquor license violations by the applicant for preceding ten (10) years

None

Page 3
Liquor License Application

Record history of any liquor license violations by the corporation or by a parent of subsidiary corporation of the applicant for the immediate preceding ten (10) years

None

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	<u>100' x 150'</u> 111' x 140'	<u>-</u>
Size of Building:	<u>4,800 sq. ft.</u>	<u>-</u>
Size of Kitchen:	<u>19' x 59'4"</u>	<u>-</u>
Seating Capacity:	<u>178</u>	<u>-</u>
Size of Dance Floor, if any:	<u>10' x 10'</u>	<u>-</u>
Percentage of Floor Area for Dining:	<u>appl 1,800 sq. ft.</u>	<u>-</u>
Percentage of Floor Area for Bar:	<u>1,140 sq. ft.</u> 1,140 sq. ft.	<u>-</u>
Present Zoning:	<u>Commercial</u>	<u>-</u>
Required Zoning:	<u>same</u>	<u>-</u>
Cost of Remodeling:	<u>0</u>	<u>-</u>
Cost of Construction:	<u>0</u>	<u>-</u>
Estimated Dates of Construction	Start: <u>N/A</u>	Completion: <u>N/A</u>

Total cost to be expended by licensee for the licensed premises: 0

Building Plans Submitted – 3 Sets Required: Number of Copies Enclosed: on file

Site Plans Submitted – 6 Sets Required: Number of Copies Enclosed: on file

Do Site Plans show off-street parking and lighting? Yes No X

Liquor License Application

Describe the proposed character/type of establishment (e.g. theme, entertainment, food)

Upscale establishment decorated in a Mardi Gras mask theme. Full service establishment, alcoholic and non-alcoholic beverages. Full menu from deep fried foods to steak and potatoes. Karaoke provided on Thursdays for customer entertainment, live bands on Saturday night.

Describe the proposed full food menu:

Please see attached menu - Deep fried foods (ie appetizers), Burgers, Sandwiches, Salads, Entrees (ie steaks, chicken), Childrens Menu

Proposed menu attached:

Yes No

Describe the surrounding neighborhood and explain how the proposed establishment fits this location in Rochester Hills.

Residential and Commercial Surroundings - ~~Pub~~ Upscale Pub & Grill for surrounding neighborhood (residential & business) to visit for food & beverages.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): approximately 250,000 in alcohol & 250,000 in food sales

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: \$70,000
Amount of Funds to be Financed: \$180,000
Name of Financer/Phone Number: Terry Falke - TCS Investments

Liquor License Application

Personal References/Phone Number:

Keith and Michelle Kaufmann - 248-608-6688
Judy Butcher - 586-336-0271
Ben and Ann LaForge - 586-677-1452

Business References/Phone Number:

Wendy Schoof - 586-786-7605
Phil Roberts -
Dirk Hammon - 248-563-2410

Has applicant completed a certified training program? Yes No

Have employees completed a certified training program? Yes No

Names and addresses of those completing program

Amy Falbe, Terry Falbe, Diane Dahlberg, Nancy Tyszkiewicz
Kimberlee LaPere,

Applicant understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I (We) Amy J. Falbe - Maximum Management, Inc.
affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6, Alcoholic Liquor of the Rochester Hills Code of Ordinances.

I hereby certify the above information to be true and accurate to the best of my (our) knowledge.

Amy J. Falbe - 9/19/00
Applicant Signature/Date

Applicant Signature/Date

This application is not considered complete until applicant has made contact with the Rochester Hills Contingent of the Oakland County Sheriff's Department and complied with fingerprinting and any other necessary requirements of the Oakland County Sheriff's Department.

BOURBON JAKES

Executive Summary Report

Sys Date: 10/23/2006 Area: Rpt Date: 10/23/2006

Sys Time: 07:58:14 From: 10/09/2006 To: 10/23/2006

Date	10.16	10.17	10.18	10.19	10.20	10.21	10.22
Sales							
BEER	389.75	532.50	413.75	681.25	801.90	843.40	360.75
BEVERAGES	17.50	17.50	18.25	31.50	64.10	27.00	18.85
FOOD	186.73	209.64	163.17	282.90	594.74	795.88	163.00
Liquor	200.75	196.25	294.00	382.00	399.00	521.75	370.50
OTHER MISC							
Wine	9.50	9.50	12.75	9.50	14.25	14.25	8.50
Tot Sales	804.23	965.39	901.92	1387.15	1873.99	2202.28	921.60
Disc							

The above is an average weekly summary.

Sales are of course down in the summer time, all around - Food sales also increase in the winter months.

Beer - approx - 175,000 / year

Liquor - approx 100,000 / year

Beverage (non-alcoholic) - 15,000 / year

Food - approx 250,000 / year.

Bourbon Jakes

Training Policy

Wait staff and bartenders:

All wait staff and bartenders will need to be TIPS or TAMS trained within two months of being hired in.

Management will personally train all staff members as to the location of goods and services that are provided to our customers (food, drink, back up stock, etc.).

New employees will be assigned an experienced staff member to walk around and work with to obtain an understanding of the correct way to service our customers.

Customer service and positive attitude is stressed at Bourbon Jakes.

They all are told that stealing is absolutely prohibited and will be cause for termination of employment.

Each employee is also notified by management of all their end of shift duties that are required to be completed before they leave

Staff members are given strict instructions on how to pour liquor.

Kitchen Staff:

2 members of the Bourbon Jakes staff will be ServSafe certified at all times. These members of the staff will work with all new employees to make sure they understand what needs to be done for proper food preparation and to avoid and cross contamination of food products.

All new staff members work with the kitchen manager to ensure that all procedures are followed correctly.

Each member is notified about how important quality and presentation of food that is being served is to the success of the business.

All:

Any issues that may arise or complaints that are received from customers are taken seriously and staff members will be spoken to, to make sure that the problems/issues get corrected. If issues are not corrected after notice this can be grounds for employment termination.

All employees, when hired in, are given a copy of Bourbon Jakes employee rules and regulations.

A staff meeting will be held at least once a month, to go over general business and any issues that need discussing.

All employees are told owners are available anytime 7 days a week in case any issues arise that need their assistance.

Management at Bourbon Jakes has an open door policy. All employees are encouraged to come and talk if there are any issues and understand that their concerns and suggestions are taken seriously.

LEASE AGREEMENT

LEASE, made this _____ day of _____, 2006, between TCS INVESTMENTS LLC, whose address is 12856 - 27 Mile Road, Washington, Michigan 48094 (hereinafter referred to as "Landlord"), and MAXIMUM MANAGEMENT, INC., whose address is 1711 E. Auburn Road, Rochester Hills, Michigan 48307 (hereinafter referred to as "Tenant").

WITNESSETH:

DEMISED PREMISES 1. Landlord does hereby lease to Tenant all of the premises described hereinafter from _____ for a period of 120 months thereafter. These premises are situated in the City of Rochester Hills, County of Oakland and State of Michigan, commonly referred to as 1711 E. Auburn Road, Rochester Hills, Michigan 48307 and the non-exclusive right to utilize parking adjacent to 1681 E. Auburn Road, hereinafter referred to as the "demised premises".

TERM 2. The term of this Lease shall be for a period of 120 months, to commence on _____ . Tenant shall be entitled to two (2) five-year renewal periods.

BASE RENT 3. Tenant shall pay to Landlord as base rent for the demised premises during the term of this Lease the following sums:

Monthly Rents:

Initial Rental Term: \$3,700.00 per month;

First Option Period: To be negotiated at end of initial rental term; and

Second Option Period: To be negotiated at end of first option term.

This Lease Term shall commence and the rent shall be paid upon the first (1st) day of each month throughout the term of this Lease.

Landlord may charge eleven (11%) percent interest, plus a reasonable collection fee, including but not limited to reasonable attorney fees and actual court costs, for any unpaid rent or charges under this Lease. All monies billed that are due and

unpaid for more than one (1) month will be charged as unpaid rental thereafter.

USE AND
OCCUPANCY

4. During the continuation of this Lease, the demised premises shall be used and occupied as a bar and/or restaurant and incidental purposes and for no other purposes without the written consent of Landlord, nor shall Tenant conduct its business in a manner which will cause an increase in fire and extended coverage insurance premiums for the demised premises or building, and Tenant will comply with all requirements of the insurance policies and the American Insurance Association relating to the demised premises. Tenant shall not use the demised premises for any purpose in violation of any law, municipal ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices which may injure the demised premises or the building in which the demised premises are located or be a nuisance, disturbance or menace to the other tenants of and, or visitors to said building. Upon breach of this agreement, Landlord shall have the right to terminate this Lease forthwith and to re-enter and repossess the demised premises, but Landlord's right to damages will survive.

UTILITIES AND
SERVICES

5. Tenant shall be responsible for all of the expenses incurred with regard to water, heat, air conditioning, electricity, sewage and janitorial services for the demised premises commencing _____ . Landlord shall not be liable or responsible for any interruption in services due to causes beyond Landlord's reasonable control or for interruptions in connection with the making of repairs or improvements to the demised premises or the building in which the demised premises are located, however, the same shall be done only after advising Tenant; Landlord will use his best efforts to diligently attempt to make such repairs and improvements with the least interference possible to Tenant. Such interruption shall not be deemed an actual or constructive eviction or partial eviction or result in an abatement of rental. Tenant shall use only electrical lighting fixtures and lamps as may be approved by Landlord.

REPAIRS

6. Tenant shall make all necessary repairs and replacements to the building in which the demised premises are located, and to the parking areas, heating, air conditioning and electrical systems located therein, and Landlord shall make all repairs to the demised premises which are structural in nature or required due to fire, casualty, or other act of God: provided, however, that Tenant shall make all repairs and replacements arising from its act, neglect or default except for normal wear and tear. Except as provided above, Tenant shall keep the demised premises in good repair, and Tenant shall, upon the expiration of the term of this Lease, yield and deliver up the demised premises in like condition

as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted.

Should any electrical equipment, plumbing fixtures or like facilities be installed within the demised premises for Tenant's sole convenience and/or use, then Tenant shall accept responsibility for normal maintenance of all of said appliances and/or fixtures.

ALTERATIONS

7. Tenant shall not make any alterations, additions or improvements to the demised premises (whether or not the same may be structural in nature) without Landlord's prior written consent, which shall not be unreasonably withheld, and all alterations, additions or improvements made by either party hereto to the demised premises, except movable office furniture, machinery and equipment installed at Tenant's expense, shall be the property of Landlord and remain upon expiration of the term hereof; provided, however, that Landlord may require Tenant to remove any additions made by Tenant to the premises and to repair any damage caused by such removal, and provided further, that if Tenant has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, Landlord may elect to retain the same as abandoned property. Tenant shall only use contractors approved by Landlord, which approval shall not be unreasonably withheld, for the permitted alterations to the premises and shall not permit and will hold Landlord harmless from any mechanics liens placed upon the premises.

ASSIGNMENT
AND
SUBLETTING

8. Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the demised premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, but in the event of any such assignment or transfer, Tenant shall remain fully liable to perform all of the obligations under this Lease. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting without such written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the demised premises but Landlord's right to damages shall survive. No consent by Landlord to any assignment, transfer, hypothecation, mortgage or subletting on any one occasion shall be deemed a consent to any subsequent assignment, transfer, hypothecation, mortgage or subletting by Tenant or by any successors, assigns, transferees, mortgagees or sublessees of Tenant.

INSURANCE
AND
INDEMNIFICATION

9. Tenant shall indemnify and hold Landlord harmless from any liability for damages to any person or property in, on or about the demised premises from any

cause whatsoever, excepting that caused by the an act or inaction of the Landlord, his agents or employees, and Tenant shall procure and keep in effect during the entire term hereof dram shop liability, public liability and property damage insurance protecting Landlord and Tenant from all causes including their own negligence, having as limits of liability One Million (\$1,000,000.00) Dollars for damages resulting to one person. Two Million (\$2,000,000.00) Dollars for damages resulting to one casualty, and Six Hundred Fifty Thousand (\$650,000.00) Dollars for property damage resulting from any one occurrence. Tenant shall deliver proof of coverage of such insurance to Landlord and shall not be cancelable without thirty (30) days written notice to Landlord, and in the event Tenant shall fail to procure such insurance, Landlord may at its option procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as an additional charge upon receipt by Tenant of bills therefor.

Tenant shall provide complete fire and casualty insurance for the demised premises, naming Landlord as the insured with a building replacement cost of Six Hundred Fifty Thousand (\$650,000.00) Dollars at its sole expense.

Should inflationary or liability factors warrant higher limits of liability then, upon Landlord's request, Tenant shall provide such increased insurance coverage.

FIRE

10. In the event the demised premises are damaged or destroyed in whole or in part by fire or other insured casualty during the term hereof, Landlord shall, be tendered all insurance proceeds, except those proceeds related to Tenant's machinery, equipment and other property, to direct the repair and restoration of the same to its former condition with reasonable dispatch, and the rent, including increased real estate taxes, herein provided shall be reduced in direct proportion to the amount of the demised premises so damaged or destroyed until such time as the demised premises are restored to tenantable condition. If the demised premises cannot be restored by tenantable condition within a period of one hundred-fifty (150) days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other (Tenant's cancellation notice shall be given within 30 days after receipt of written notice from Landlord that the demised premises cannot be timely restored), and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the demised premises are damaged due to fire or other casualty, Tenant shall at its own cost and expense remove such of its furniture and other belongings from the demised premises as Landlord shall require in order to repair and restore the demised premises. Landlord shall use reasonable discretion as to the extent of the untenability of the demised premises and of the time required for the repair and rebuilding of the same and no such damage or untenability shall be deemed either an actual or

constructive eviction or result in an abatement of rental (except as provided herein for insured casualties).

In the event the building in which the demised premises are located is destroyed to the extent of more than one-half of the then value thereof, Landlord or Tenant shall have the right to terminate this Lease upon written notice, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant.

QUIET
ENJOYMENT

11. Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy that portion of the demised premises rented throughout the term hereof, without molestation or hindrance by a person holding under or through Landlord.

SUBORDINATION

12. Landlord (and its mortgagee(s) reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) placed upon Landlord's interest in the demised premises or on the land and buildings of which the demised premises are a part, and Tenant agrees upon request to execute an agreement subordinating its interest to such mortgagees and appoints Landlord its attorney-in-fact to execute and deliver any such instruments; provided, however, that no default by Landlord under any such mortgage or ground lease shall affect Tenant's rights hereunder so long as Tenant shall not be in default.

NON-LIABILITY

13. Landlord shall not be responsible or liable to Tenant for any claims, injuries, damage or loss of property within the demised premises from any cause whatsoever. Landlord shall not be responsible or liable to Tenant, Tenant's invitees, licensees, guests, employees, agents or any third parties for any damages, injuries and/or claims including those resulting from Landlord's negligence. Further, Tenant agrees to indemnify and hold Landlord harmless for all costs, including reasonable attorney fees, expended as well as any award rendered or settlement paid as a result of any injuries, damages or losses experienced at or upon the demised premises.

NON-WAIVER

14. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent of approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

BANKRUPTCY

15. In the event the estate created hereby shall be taken in execution or by other process of law, or Tenant shall be adjudicated insolvent or

bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors or if a petition shall be filed by or against Tenant seeking to have Tenant adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within 90 days after the filing of the petition, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, or if the petition shall not have been withdrawn or the proceedings dismissed within 90 days after the filing of the petition then Landlord shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

LANDLORD'S
REMEDIES

16. (a) In the event Tenant shall fail to pay the rent or any other obligation involving the payment of money reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within seven (7) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, and in this Lease, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within seven (7) days after the receipt of such notice, or if the default is of such a character as to require more than seven (7) days to cure, then if Tenant shall fail within said seven (7) day period to commence and thereafter proceed diligently to cure such default, then and in either or such events, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sum so expended by Landlord shall be additional rent for all purposes hereunder, including subparagraph (a) above and shall be paid by Tenant with the next monthly installment of rent.

(c) If any rent or any other obligation involving the payment of money shall be due and unpaid or Tenant shall be in default upon any of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the premises are abandoned or vacated, then all rental required to be paid under this Lease shall be accelerated, due and payable and Landlord, in addition to its other remedies, shall have the immediate right of re-entry. Should Landlord elect to re-enter to take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either

terminate this Lease or from time to time, without terminating this Lease, relet the premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: First, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the avails of such reletting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to Landlord.

(d) All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

TENANT IMPROVEMENTS 17. Subject to Section 7, all improvements to the demised premises are to remain the property of Landlord. These include the improvements contemplated in the original base rent as well as any additional improvements made by Landlord at the request of Tenant.

LANDLORD'S REPRESENTATIONS 18. Landlord represents to Tenant that as of the date of execution of this Lease Agreement:

(a) Landlord has complete and full authority to enter into this agreement.

(b) To the best of his knowledge and belief, neither Landlord nor any other owner, tenant or user of the demised premises has used the demised premises for the generation, storage, treatment or disposal of Hazardous Waste, as defined below, and no Hazardous Waste is located in, on or beneath the demised premises, including but not limited to, any underground storage tanks.

As used herein, the term "Hazardous Waste" shall mean asbestos or asbestos containing products, polychlorinated biphenyls, or any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq.

(c) To the best of its knowledge and belief, there is no known, pending or threatened litigation or proceedings relating to

the demised premises and there is no pending or threatened condemnation action affecting the demised premises.

(d) To the best of his knowledge and belief, the demised premises are not, and the Landlord has not received any notice that the demised premises are, in violation of any federal, state, local or governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance or regulation, or any applicable private restriction, relating to the demised premises.

TENANT'S
REPRESENTATIONS

19. Tenant represents the Landlord that as of the date of this Lease Agreement:

(a) Tenant has complete and full authority to enter this Lease Agreement.

(b) Tenant will not use the demised premises in violation of any federal, state, local or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance or regulation, or any applicable private restriction, relating to the demised premises.

SECURITY
DEPOSIT

20. At the time of execution of this Lease Agreement, Tenant shall tender to Landlord the first month's rent and a security deposit in the amount of _____ Dollars.

ENTIRE
AGREEMENT

21. This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

NOTICES

22. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known post office address, or at the demised premises, and deposited in the mail certified or registered mail, with postage prepaid, and if such notice to Landlord is in writing addressed to the last known post office address of Landlord and deposited in the mail, certified or registered mail, with postage prepaid. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

SUCCESSORS

23. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

State of Michigan))
County of) SS.
)

Sworn and subscribed to before me this _____ day of _____
2006 by AMY FALBE, President of MAXIMUM MANAGEMENT, INC. on behalf
of that Michigan corporation.

Notary Public

Acting in _____ County, Michigan
My commission expires: _____

CITY OF ROCHESTER HILLS

Building
Department

Kelly M. Winters – Deputy Director

DATE: 12/21/06

TO: Jane Leslie, Clerk's Office

RE: 1711 E. Auburn
Liquor License Transfer

Per your request, I have reviewed the application for the transfer of the existing Class C License at 1711 E. Auburn Rd., Rochester Hills, known as Bourbon Jakes.

Based on the information provided in the application, it appears the business will remain intact as is, with no anticipated changes to the building or its operation. The transfer of the license appears to be one related to the management of the facility only.

A review of our latest annual Liquor License inspections at this address has revealed no outstanding violations.

Therefore, the Building Department has no objection to the Class C License transfer.

CITY OF ROCHESTER HILLS

Fire
Department

Todd M. Gary, Ext 2702

DATE: December 18, 2006

TO: Jane Leslie

RE: 1711 E. Auburn Rd.
Liquor License Transfer

Please be advised the fire department has no objections to the issuance of this permit.

If you have any questions, please feel free to contact me.