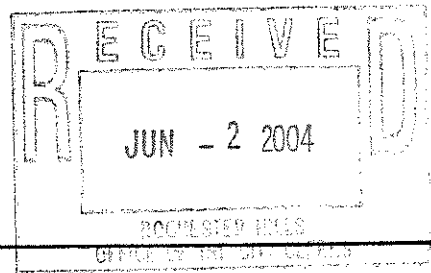


City of
ROCHESTER HILLS

1000 Rochester Hills Drive, Rochester Hills, Michigan 48309-3033



APPLICATION FOR LICENSE
TO SELL BEER AND WINE OR SPIRITS
FOR CONSUMPTION ON PREMISES

CHAPTER 6

DATE: _____ New Class C License
PHONE: 248 208 3200 Transfer of Class C License
TONY VULAJ, ATTY. Entertainment Permit

I (We) HR Restaurants, L.L.C. (Kolja Ivezaj, Mark Bogaj)
(Give Name of Individual or in Partnership or Corporation persons entitled to share in the profits thereof)

Kolja Ivezaj

Mark Bogaj

(If Corporation, the objects for which organized, the names and addresses of its officers and directors, names and addresses of its stockholders and name of the manager or agent who will be conducting the business on behalf of the applicant, if such is the case. If partnership, the same information for the partnership of each partner).

The objects for which organized is to run & operate a restaurant located at 2086 & 2210 Crooks Road, Rochester Hills MI.

Kolja Ivezaj 13300 Florentine Dr. Shelby Twp MI 48315

Mark Bogaj 51129 Woodside Dr. Macomb, MI 48042

Give name, date of birth and age of individual or, in the case of a partnership or corporation, name, date of birth and age of each person named above.

Kolja Ivezaj 03-08-61

Yugoslavian Citizen Permanent Resident USA

Mark Bogaj 11-25-72

Yugoslavian Citizen Permanent Resident USA

Give citizenship and place of residency of those persons identified above.

Provide statement of any other business in which applicant(s) is engaged:

Kolja Ivrazaj is in Floral Design

Mark Bajaj is a Chef

Provide location and description of the premises or place of business which is to be operated under such license.

208642210 Crooks Road, Rochester Hills, MI 48309 the current location where the license is located.

Has applicant or any person identified above ever made application for a license to sell beer and wine or spirits other than described in this application and if so, the year in which said application was made, the location of the business and disposition of the application?

No

Has applicant or any of those persons listed above ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic beverages, or has ever had a license revoked by the Michigan Liquor Control Commission?

No

Name and address of the fee owner of the premises if applicant(s) is not the owner and the nature and term of the applicant's right to occupy the premises.

DKA Investments, LLC 55579 Monroe, Shelby Twp MI 48316

Lease contingent on Approval of LCC

Provide statement of the nature of other activities to be carried on at the premises, including but not limited to food sales, hotel/motel operations, recreational activities, contests involving patrons, entertainment of any nature.

The same business as before a restaurant that provides alcoholic beverages to customers

Will any remodelling or new construction on the premises intended for the use of the license occur? If so, give description, when work will be started and completed.

No.

Attach financial statement of applicant(s).

Attach building and/or site plans as provided in Section 6-35 (12)

Fee: \$1000

I (We) Kolja Ivezaj, Mark Bojaj

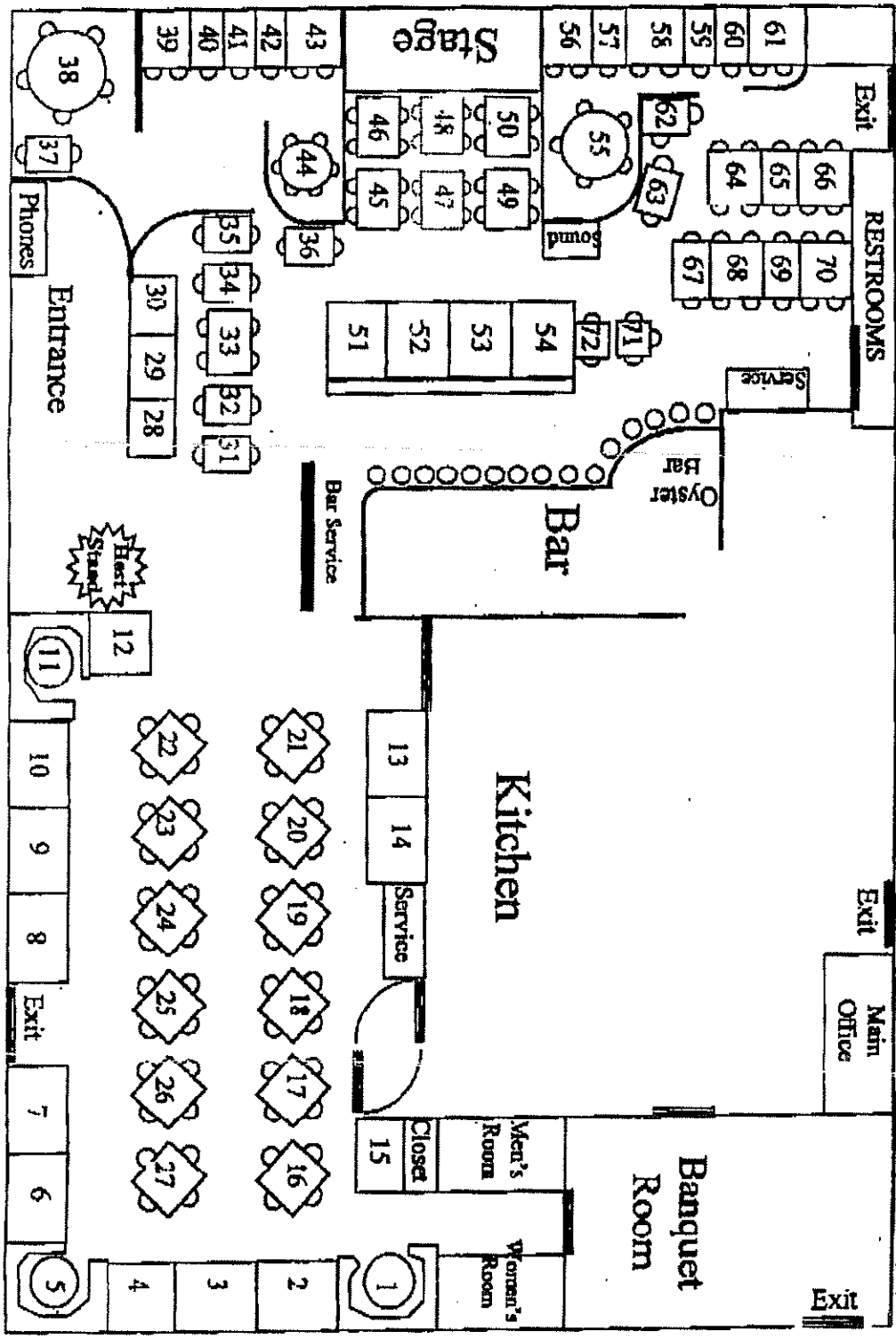
affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6.

Kolja Ivezaj 5-27-04
Signature Date

Mark Bojaj 5-27-04
Signature Date

Signature Date

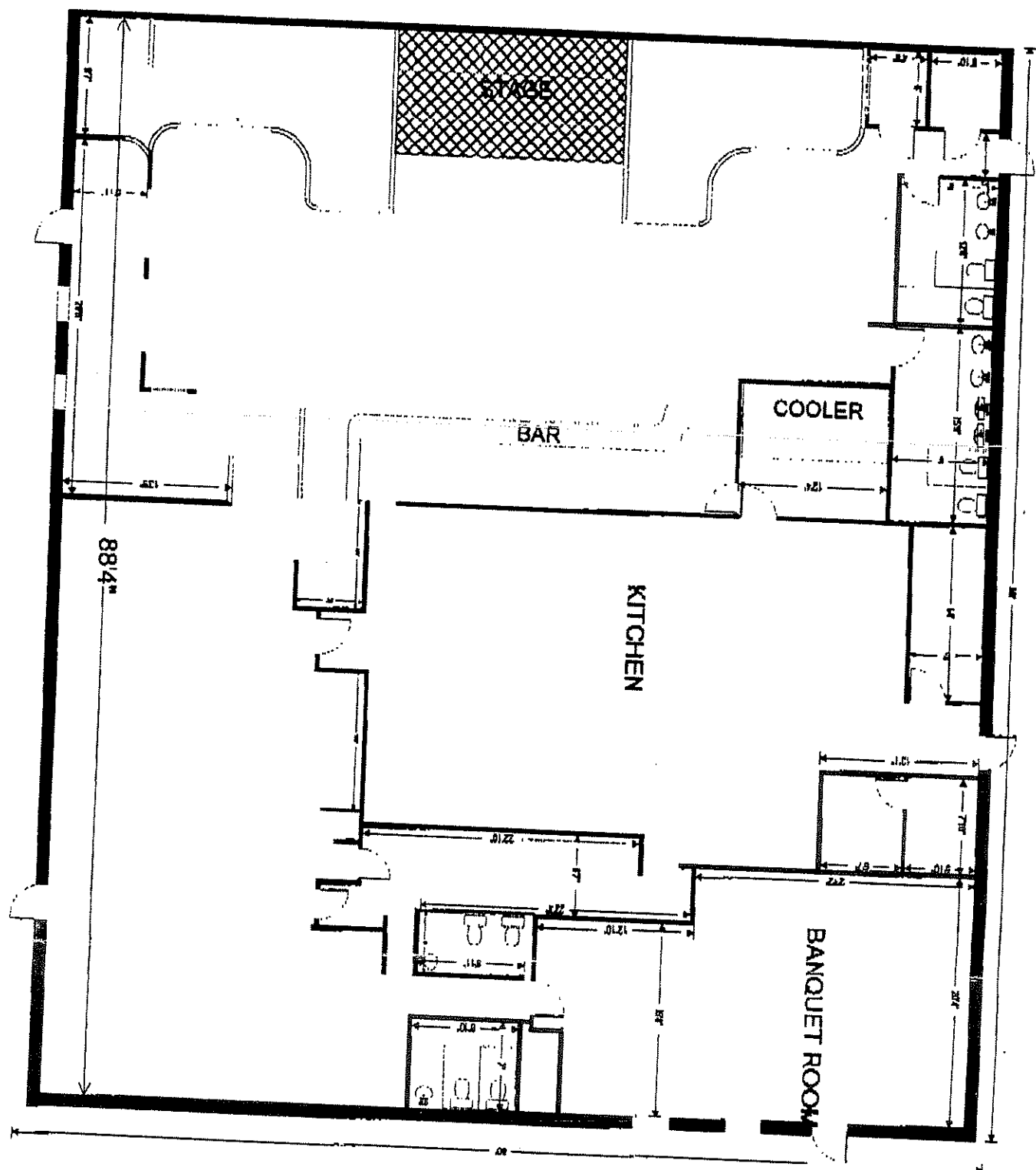
Signature Date



**2086 CROOKS ROAD, ROCHESTER HILLS
 CROOKS CORNER SHOPPING CENTER
 APPROX. 7,200 GROSS SQUARE FEET**

This layout is for information purposes only.

All sizes and dimensions are approximate and subject to change.



2086 CROOKS ROAD, ROCHESTER HILLS
CROOKS CORNER SHOPPING CENTER
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CONSENT TO LEASE

I, the Landlord of the property located at 2086 & 2210 Crooks, Rochester Hills, Michigan 48309, commonly known as Toscani Grill, (leased area approximately 7,200 square feet) consent to lease to H.R. Restaurants, L.L.C. a Michigan Limited Liability Company ~~located at 2086 & 2210 Crooks, Rochester Hills, Michigan 48309~~ ~~located~~, and upon the approval of the Michigan Liquor Control Commission.

S.S.
K.I.
M.B.

S.S.
K.I.
M.B.

Lease for five (5) years. Rent for the first year: \$5,500.00 per month. Rent for the remaining four years: \$6,000.00 per month. There will be three five-year option periods to renew. The lease and option periods will be twenty (20) years total. This is a net/net/net lease. The Tenant will pay real estate tax, city and county, \$ _____ per year, and fire insurance on the building \$ _____ per year, on the leased 7,200 square feet area of the strip mall. The Tenant will add to the base rent 1/12 of the real estate tax and building insurance premiums each month to be placed in escrow to pay tax and insurance when due. The Tenant's share of the CAM cost of the strip center will be on a square-foot basis.

On the option periods, rent will be \$6,000.00 per month plus an increase to reflect the percentage increase of the Consumer Price Index of the U.S. Department of Labor as computed for the Metropolitan Detroit area by determining the total point rise (percent) in the fifth year and adding this amount to the monthly rental of the sixth year. This procedure will repeat itself each year through the option periods. However, the rent will be no less than \$6,000.00 per month.

Parking will be shared by the strip center; restaurant may use all parking available on a first come/first serve basis. At closing, the first month's rent will be paid, and a one-month security deposit will be placed in the Landlord's escrow account. Lease will be drawn on a Detroit Board Form Commercial Lease #113-A.

There will be a cross default in the Lease and Security Agreement/Note on the business. Default on the rent is default on the business note. Default on the business note is default on the lease. Default on one is default on both. Lease default is the same as that contained in the business Purchase Agreement.

Mark Basas Kofja Ivezaj (TENANT) Dec 21 03 [Date]

[Signature] (LANDLORD) Dec 21 03 [Date]

DANCE ENTERTAINMENT PERMIT AGREEMENT

BETWEEN

THE CITY OF ROCHESTER HILLS

AND

THIS AGREEMENT, entered into this ____ day of _____, 2004 by and between the CITY OF ROCHESTER HILLS, a Municipal Corporation, 1000 Rochester Hills Drive, Rochester Hills, Oakland county, Michigan 48309 and HR RESTAURANTS, L.L.C. Rochester Hills, Michigan herein after called the Licensee.

WHEREAS, the Licensee is the owner and operator of a certain retail establishment known as Toscanni Grill located at 2086 & 2210 Crooks Rd. in the City of Rochester Hills and has applied for a Class C Liquor License with a Dance/Entertainment Permit (or a Dance Permit and/or Entertainment Permit) from the City and the Liquor Control Commission of the State of Michigan; and

WHEREAS, the Licensee intends to allow dancing by customers and entertainment for the enjoyment of its patrons and to increase its customers and thereby the profitability of its business; and

WHEREAS, the City is desirous of protecting the public health, safety and welfare by avoiding the creation of sites of disorderly conduct or potential public nuisances and by maintaining good morals within the municipality of the City of Rochester Hills; and

WHEREAS, the City recognizes that increased traffic and police services may be generated by the increased business such a permit may create if the requested permit is approved for Licensee's establishment; and

WHEREAS, the City is desirous of maintaining a standard of entertainment consistent with good morals within the community,

NOW THEREFORE, for and in consideration of the City of Rochester Hills' approval of Licensee's application for the requested Class C Liquor License with Dance/Entertainment Permit in connection with the retail establishment operated by the Licensee described herein in the City of Rochester Hills, Michigan, the Licensee agrees:

1. Licensee shall provide dancing by customers only as described herein and entertainment that is consistent and in keeping with community standards of common decency and good morals at its retail business described herein.
2. Such dancing/entertainment shall not include nude or nearly nude activity, topless or bottomless dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers.
3. Licensee shall not offer in the conduct of its business, the services of models, waiters or other employees who are nude, nearly nude, topless or bottomless when performing their service.
4. For purposes of this Agreement, "nude or nearly nude activity" shall mean when a person or persons appears on the licensed premises in such a manner as to expose to view any portion of the pubic area, anus, vulva, or genitals, or any simulation thereof, or when a female appears on the licensed premises in such a manner or attire

as to expose to view the portion of the breast referred to as the areola, nipple, or simulation thereof. A person has "exposed to view" such portions of the anatomy if such portions are naked, uncovered or less than opaquely covered.

5. In the event of a breach or a threatening breach of the terms of this Agreement, the City shall request Licensee to terminate the offending activity and then shall be entitled, in addition to all other remedies, to the issuance of an ex parte injunction from the Oakland county Circuit Court without showing or providing any actual damage sustained by the City, restraining the Licensee who has committed a breach of any of the terms of this Agreement or who has threatened to do so, from providing dancing and/or entertainment contrary to the terms of this Agreement.

6. This Agreement in all respects hereto shall be binding upon the parties hereto, their assigns, personal representatives and successors and shall remain in full force and effect so long as the restaurant and bar business is located at the premises.

IN WITNESS WHEREOF, the parties hereto have set their names and seals this day and year first above written.

IN THE PRESENCE OF:

HR Restaurants, L.L.C.
A Michigan Limited Liability Company

Valent Vulez

By: Kolja Ivezaj
Kolja Ivezaj, member

THE CITY OF ROCHESTER HILLS, a
Michigan Municipal Corporation

By:
Pat Somerville, Mayor

By:
Beverly A. Jasinski, Clerk