

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 6/2/11

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

Applicant's Name: BAR LOUIE ROCHESTER, LLC Phone No. 810-223-3130 (ZUBIN ANTIA)
Address: 44375 W. TWELVE MILE ROAD City NOVI ST MI
Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
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: _____

~~MANAGING MEMBER~~
Manager's Name: ZUBIN ANTIA Phone No. 810-223-3130
Address: 13 EMERALD POINT DRIVE City LINDEN ST MI
Age: 38 Date of Birth: 6/6/72

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

ZUBIN ANTIA, MAN. MEMBER, 13 EMERALD POINT DR. LINDEN, MI; 6/6/72; 38
ANTHONY MAROUGI, MEMBER, 4948 W. POND CIRCLE, W. BLOOMFIELD, MI; 6/29/71; 39

Location of Proposed License: 1488 N. ROCHESTER RD., ROCHESTER HILLS, MI

Does applicant presently own the premises? NO

If not, name of owner of premise: ARAGONA PROPERTIES

Legal Description of Property (Sidwell #) 70151103004

Length of time business has been in operation: NEW BUSINESS

Has ^{EITHER OWNER} applicant ever been convicted of a felony? Yes No

If convicted of felony, explain: N/A

Has applicant previously applied for liquor license? Year requested: 2008 & 2010

Location of business: BAR LOUIE, 12 MILE CROSSING MALL, NOVI, MI

Was liquor license granted: YES BAR LOUIE, GREAT LAKES CROSSING MALL, AUBURN HILLS, MI

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? WILL BE RESTAURANT/BAR

Length of time in named business? NEW BUSINESS

List all uses in addition to sale of alcoholic beverages: RESTAURANT

Does ^{OWNERS} applicant presently operate a ^{OTHER} restaurant? Yes No

Name and address of restaurant: SEE LOCATIONS ABOVE

Does ^{OWNERS} applicant presently hold a Class C liquor license? Yes No

Name and address of restaurant: OTHER CLASS C LIQUOR LICENSES HELD UNDER NAME OF ZAAM, LLC (NOVI) AND BLAUBURN HILLS, LLC (AUBURN HILLS)

List record and history of any liquor license violations by the applicant for preceding ten (10) years
NONE.

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

ONE (1) VIOLATION (ZAAM, LLC) FOR FAILURE TO TIMELY FILE NOTICE OF EMPLOYEE ALCOHOLIC TRAINING CERTIFICATION

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	<u>5,600</u>	_____
Size of Building:	_____	_____
Size of Kitchen:	<u>2,000</u>	_____
Seating Capacity:	_____	_____
Size of Dance Floor, if any:	<u>N/A</u>	_____
Percentage of Floor Area for Dining:	<u>55%</u>	_____
Percentage of Floor Area for Bar:	<u>10%</u>	_____
Present Zoning:	_____	_____
Required Zoning:	_____	_____
Cost of Remodeling:	<u>\$400,000. - \$500,000.</u>	_____
Cost of Construction:	_____	_____
Estimated Dates of Construction	Start: <u>6/15/11</u>	Completion: <u>9/15/11</u>
Total cost to be expended by licensee for the licensed premises:	<u>\$150,000. - \$200,000.</u>	
Building Plans (8 1/2" x 11") Submitted – 1 Set Required:	Number of Copies Enclosed: _____	
Site Plans (8 1/2" x 11") Submitted – 1 Set Required:	Number of Copies Enclosed: _____	
Do Site Plans show off-street parking and lighting?	Yes <input checked="" type="checkbox"/> No _____	

Liquor License Application

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

WILL BE A "BAR LOUIE" FRANCHISE RESTAURANT/BAR. BAR LOUIE IS A NATIONAL FRANCHISE CATERING MAINLY TO A WHITE-COLLAR CLIENTELE WITH TARGET AGE DEMOGRAPHICS OF 26-55. UPSCALE MENU IS INTENDED TO APPEAL TO FAMILIES. HIGH-END ALCOHOLIC BEVERAGES AND 40 MICROBREWS ON TAP ARE INTEGRAL PART OF CONCEPT. LIVE ENTERTAINMENT (FOLK SINGERS, VOCALISTS, GUITARISTS, AND SIMILAR ENTERTAINMENT) PROVIDED IN PATIO AREA OVER SUMMER MONTHS.

Describe the proposed full food menu:

SEE ATTACHED.

Proposed menu attached: Yes No

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

IMMEDIATE SURROUNDING NEIGHBORHOOD IS PRIMARILY WHITE-COLLAR RESIDENTIAL. COMMERCIAL/RETAIL ESTABLISHMENTS LOCATED ON MAIN ROADS. THE NATURE OF THE BAR LOUIE CONCEPT FITS RIGHT IN WITH DEMOGRAPHICS OF SURROUNDING AREA.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): FOOD AND ALCOHOLIC BEVERAGE BOTH RANGE FROM 40%-60% OF TOTAL REVENUES. ACTUAL PERCENTAGE SPLIT IS NOT KNOWN UNTIL 6-8 MONTHS AFTER COMMENCEMENT OF OPERATIONS.
Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: APPX. \$150,000.

Amount of Funds to be Financed: LANDLORD PROVIDED IMPROVEMENTS: \$500,000.

Name of Financer/Phone Number:

Liquor License Application

Personal References/Phone Number:

Business References/Phone Number:

MARK DELORENZO; 831-972-0100

CURTIS RESTAURANT EQUIP.

Has applicant completed a certified training program? Yes No


Have employees completed a certified training program? Yes No ALL EMPLOYEES REQUIRED TO COMPLETE
Names and addresses of those completing program

ALL NEW EMPLOYEES REQUIRED TO COMPLETE

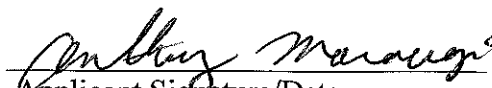
Applicant understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I (We) ZUBIN ANTA (MANAGING MEMBER) & ANTHONY MAROUGI (MEMBER)
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.

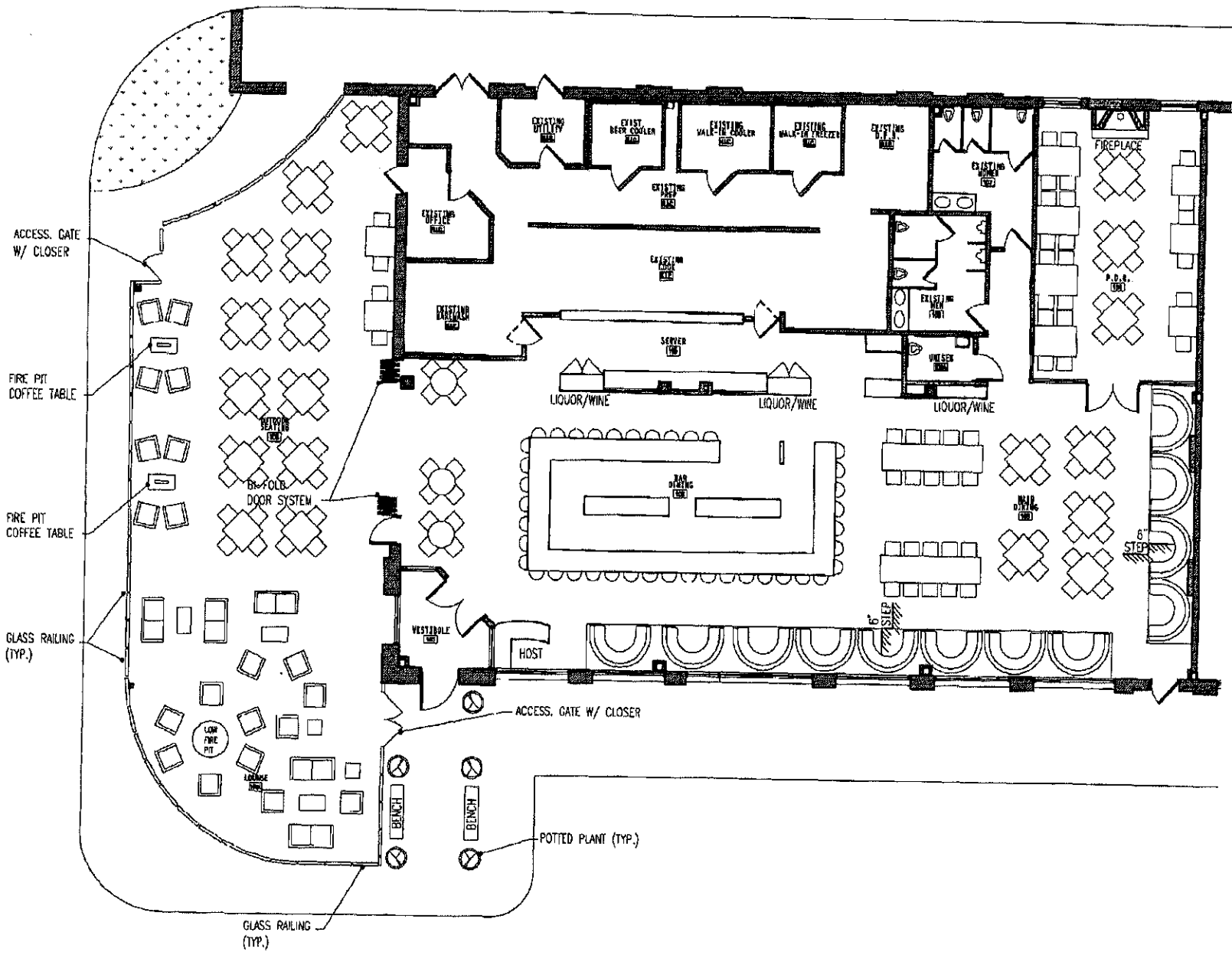


Applicant Signature/Date
ZUBIN ANTA, MAN. MEMBER



Applicant Signature/Date
ANTHONY MAROUGI, MEMBER

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.



FLOOR PLAN

SCALE: 1/16"=1'-0"

PROPOSED RESTAURANT DEVELOPMENT FOR:

BAR LOUIE

ROCHESTER HILLS, MI

+ barker/nestor +
 ARCHITECTURE + DESIGN
 8135 MONTELEONE AVE. SUITE R 60076 USA TEL: 847-763-1692 FAX: 847-763-1697

PROJECT NUMBER	BAR-1X-DWG
ISSUE NAME	31 MAY 11
ISSUE DATE	

LEASE AGREEMENT

City Walk

1. **PARTIES.** This Lease, dated as of this 17 day of OCTOBER, 2010, is made by and between City Walk, L.L.C., a Michigan limited liability company (herein called "Landlord") and BAR LOUIE LORRAINE (herein called "Tenant").

2. **LEASED PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Leased Premises"), having dimensions of 92 feet in frontage by 65 feet in depth and deemed to contain 5,980 square feet of floor area. The location and dimensions of said Leased Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Leased Premises are located in the City of Rochester Hills, County of Oakland, and State of Michigan. The purpose of Exhibit "A" attached hereto is to show the approximate location of the Leased Premises and for no other purpose. Landlord reserves the exclusive right to relocate, add, delete and otherwise alter the Shopping Center buildings, common areas, and the land (including any additions or deletions thereto made hereafter by Landlord) which now and hereafter may be by Landlord made a part of the Shopping Center commonly referred to as "City Walk" provided any such privileges exercised by Landlord do not materially impair the use, visibility, parking of Tenant or the ingress and egress of its customer base to the Premises. Landlord agrees that the privileges herein reserved by Landlord shall be exercised in such a manner as to avoid unreasonable interference with the conduct of Tenant's business. This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. **USE.** Tenant shall use the Leased Premises as a bar/restaurant and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Tenant shall not violate other tenant's exclusive use rights that may be in effect now or in the future.

3A. **EXCLUSIVE USE.** Provided that Tenant shall (i) continuously operate its business in the Premises, (ii) use the Premises as provided in Section 3 and not be in default under this Lease beyond any applicable cure period allowed herein, Landlord covenants that during the term of this Lease and any extension thereof, it will neither lease nor permit the occupancy of any store or space in the building in which the premises is located (including any expansions thereof) whose primary purpose is hereby defined as an establishment having the phrase "bar", "tavern" or "watering hole" contained in its name, and having more than six (6) tap draft beers, with more than one (1) television per one thousand square feet of space. If Landlord violates the foregoing exclusive, and does not remedy such violation within ninety (90) days after receipt of written notice from Tenant of such violation, (i) Tenant shall be entitled to reduce its Minimum Rent as determined by a court of competent jurisdiction until such violation has been corrected; or (ii) Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after the expiration of such ninety (90) day period, and neither party shall have any further obligations hereunder. If any other tenant or occupant shall violate the foregoing exclusive without any fault of Landlord, then Landlord shall have no obligation or responsibility in connection therewith; provided, however, that, upon Tenant's request, Landlord will cooperate with Tenant (without expense to Landlord) to enjoin any such violation. Notwithstanding anything in this Agreement to the contrary, this exclusive use as defined herein shall not apply to any existing uses and renewals thereof, any uses less than 3,500 sf, and any ethnic food themed restaurants or single item featured food services.

4. **MINIMUM RENT.**

4.A. Tenant agrees to pay to Landlord as Minimum Rent, without notice or demand, the sum of Nine Hundred and Two Thousand Nine Hundred Eighty and 32/100 Dollars (\$902,980.32) payable in monthly installments of:

	<u>Rate PSF</u>	<u>Monthly</u>	<u>Annually</u>
Years 1,2	\$12.00	\$5,980.00	\$71,760.00
Years 3-5	\$14.00	\$6,976.67	\$83,720.04
Years 6-10	\$17.00	\$8,471.67	\$101,660.04

in advance, on or before the first day of each and every successive calendar month during the term hereof, except the first month's rent shall be paid upon the execution hereof. The rental shall commence (check applicable line):

_____ On the ____ day of _____, 20 ____, if the Leased Premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date (this work, if any, to be set forth in the attached Exhibit "B" and in this latter event, the rental shall commence on said date only if Landlord shall have completed said work).

X 150 days after Tenant's possession of the Leased Premises or Tenant's opening for business, whichever is earlier. The term "Possession", shall be defined as the date in which Tenant may commence [need form to complete and form will only be completed upon us signing] Tenant's work in the Leased Premises. Tenant shall commence the installation of fixtures, equipment, and any of Tenant's work as set forth in said Exhibit "B", promptly upon Tenant's Possession of the Leased Premises and shall diligently prosecute such installation to completion, and shall open the Leased Premises for business not later than the expiration of said 150 day period. Tenant shall have one (1) thirty (30) day extension period to complete Tenant's work in the Leased Premises, if needed, after expiration of the original 150 day period.

Rent for any period which is for less than one (1) month shall be prorated portion of the monthly installment herein based upon a thirty (30) day month and any partial days of a whole month shall be added to the term of this Lease. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing. With the exception of the Minimum Rent and Additional Rent, all of the terms and conditions of this Lease shall be in effect during Tenant's Possession of the Leased Premises prior to commencement of the term.

4.A.1. **Contingencies.** This Lease shall be contingent for a period not to exceed one hundred and twenty days (120) from the execution hereof for Tenant to obtain a suitable Class C liquor license or the use of such a license under a management agreement and corporate approval of Bar Louie or other brand image acceptable to both Landlord and Tenant as outlined in 4.A.2 below. Tenant may, but shall not be required to take possession of the Leased Premises until this contingency is waived. Tenant shall be deemed to have accepted Possession of the Leased Premises no later than the expiration of this contingency period unless Landlord is notified sooner in writing. Tenant shall waive this contingency in writing prior to commencement of construction activities upon and in the Leased Premises. Providing Tenant is diligently pursuing such a liquor license, Tenant shall have the right to three (3) extension periods of thirty (30) days each from the expiration of the 120 day period as defined herein. In order to exercise such extension periods, Tenant shall deliver to Landlord notice as required by this Agreement at least five (5) days' prior to the then-existing Inspection Period.

4. A.2. **Commencement of Contingency.** The time frame contained in Section 4. A.1. shall not commence for up to Sixty (60) days after the execution of this Lease or upon Tenant's selection of a brand image or concept which shall be acceptable to both Landlord and Tenant.

4.B. INTENTIONALLY OMITTED.

5. **TERM.** The lease term shall commence as specified in Paragraph 4 hereinabove and shall expire 120 months later unless sooner terminated as provided herein. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to lease term, i.e. construction, hold harmless, liability insurance, and utilities, etc.; and the parties agree to be bound by these articles prior to commencement of the lease term.

6. SECURITY DEPOSIT. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord ~~Five Thousand & 00/100 dollars (\$5,000.00)~~ ^{FIVE} Five Thousand 00/100 dollars (\$5000.00) of this Security Deposit shall be applied to the Minimum Rent for the twenty fifth (25th) month of this Lease term. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. **ADDITIONAL RENT.** Commencing with the term of this Lease and continuing with any renewals hereof, Tenant shall pay as additional rent the following:

7.A. **PERCENTAGE RENT.—**

I. Tenant shall pay to Landlord at the time and in the manner herein specified additional rent in an amount equal to 6% of the amount of Tenant's gross sales in years 1-2, 7% of the amount of Tenant's gross sales in years 3-5, 8.5% of the amount of Tenant's gross sales in the remaining years, made in, upon or from the Leased Premises during each calendar year of the Lease term and any renewals or extensions thereof, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year as follows:

	Percentage	Sales Breakpoint	Minimum Rent
Years 1,2	6%	\$1,196,000.00	\$71,760.00
Years 3-5	7%	\$1,196,000.57	\$83,720.04
Years 6-10	8.50%	\$1,196,000.47	\$101,660.04

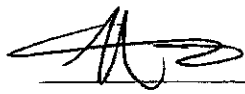
II. Within thirty (30) days after the end of each calendar month following commencement of rents, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Leased Premises during the preceding calendar month, (along with the sales tax reports and point of sale receipts) and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total

CORPORATE GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord to enter into the foregoing Lease, the undersigned unconditionally guarantees to Landlord, its successors and assigns the payment of all rent and all other payments to be made by Tenant under the Lease and the full performance and observation by Tenant of all the other terms, covenants, conditions and agreements therein provided to be performed and observed by Tenant without requiring any notice of nonpayment, nonperformance or nonobservance, or proof of notice or demand, whereby to charge the undersigned, all of which the undersigned hereby expressly waives. The undersigned expressly agrees that this Guaranty shall not be terminated, affected or impaired in any way or manner whatsoever by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease, or by reason of summary or other proceedings against Tenant, or by the omission of Landlord to enforce any of its rights against Tenant, or by reason of any extensions of time or indulgences granted by Landlord to Tenant. The liability of the undersigned shall in no way be affected by an impairment, modification, change, release or limitation of the liability of Tenant or the estate of Tenant in bankruptcy or of any remedy for the enforcement thereof resulting from the operation of any present or future provisions of the United States Bankruptcy Code (or any successor act) or other statute or from the decision of any court, or by the rejection or disaffirmance of this Lease in any of the foregoing proceedings, or by the assignment or transfer of this Lease by Tenant, or by any disability or other defense of Tenant, or by the cessation from any cause whatsoever of the liability of Tenant. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any holdover, renewal, extension or modification of said Lease.

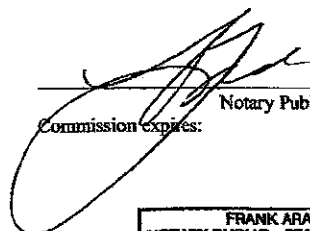
If this Guaranty is signed by more than one person, their obligations shall be joint and several and the release of one or more of such guaranties shall not release any other of such guarantors.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this 24 day of October, 2010.



STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by



Notary Public, _____ County,
Commission expires:

FRANK ARAGONA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 14, 2015
Acting in the County of Oakland

FIRST AMENDMENT TO LEASE

LANDLORD: City Walk, LLC
TENANT: Bar Louie Rochester, LLC
PREMISES or
LEASED PREMISES: 1488 N. Rochester Road, Rochester Hills, Michigan 48307
SHOPPING CENTER: City Walk, Rochester Hills, Michigan 48307
LEASE: Lease Agreement dated October 12, 2010
DATE of this Amendment: January 24, 2011

WHEREAS, LANDLORD and TENANT entered into that certain Lease Agreement dated October 12, 2010, and covering the Premises as above-identified; and

WHEREAS, LANDLORD and TENANT are desirous of amending the Lease as hereinafter provided.

NOW, THEREFORE, for valuable consideration, including the execution of this First Amendment to Lease, LANDLORD and TENANT do hereby agree that the LEASE above identified is hereby amended as in this First Amendment to Lease (sometimes "Amendment" or "1st Amendment") set forth. Numerical references herein are made to the applicable paragraphs/sections of the LEASE.

4. MINIMUM RENT.

4.A. The second full paragraph, commencing with "On the ___ day of ___, 20___, if the Leased Premises are being leased in "as is condition"..." is hereby deleted.

4.A.1 Contingencies. The current paragraph 4.A.1 is hereby deleted and replaced with the following:

"Contingencies. This Lease, and Tenant's obligations herein are specifically contingent upon Tenant satisfying each of the following contingencies (the "Contingencies") within ninety (90) days from and after execution of this 1st Amendment (the "Initial Contingency Period"), or any extensions of the Initial Contingency Period ("Extended Contingency Period(s)", or any of them:

- a. Tenant entering into an agreement to purchase a Class C Liquor License upon terms and conditions acceptable to Tenant.
- b. Tenant entering into an agreement, upon terms and conditions acceptable to Tenant, to purchase all or substantially all of the furniture, fixtures, equipment, and operating assets of the current tenant located at the Leased Premises.

c. Tenant obtaining necessary approvals and authorization from its Franchisor, Bar Louie, Inc. (if Tenant determines that it will operate the Premises as a Bar Louie restaurant).

d. Tenant shall have obtained approval of its renovation/improvement construction drawings to the Leased Premises from both Landlord and any and all applicable City and/or State entities/agencies having jurisdiction over the Leased Premises, and the improvements intended to be made by Tenant.

Tenant shall have the right, so long as it is diligently pursuing each of the above Contingencies, to extend any one or all of the above Contingencies for three (3) extensions of thirty (30) days each upon written notice given to Landlord no later than five (5) days prior to the expiration of any such contingency period, or extension thereof, except that as to 4(A)(1)(a), (b), & (c) above, no extensions shall automatically apply and each such extension shall require written confirmation from Landlord, which Landlord shall either grant or deny such extension within five (5) days after receipt of written notice from Tenant requesting such extension.

This Lease shall be deemed terminated, there shall be no further liability between Landlord and Tenant, and Tenant shall be entitled to an immediate refund of its Deposit tendered upon the occurrence of any of the following events: (i) If Landlord rejects any requested extension and the Contingency for which such requested extension has not been met or waived by Tenant; (ii) if any Contingency is not met during the Initial Contingency Period, and where Tenant has not waived such Contingency, and (iii) where there has been one more Extended Contingency Periods granted or automatically applying to any specific Contingency, and where such Contingency is not waived or satisfied within any such Extended Contingency Period[s].

Notice to Landlord regarding the Contingencies and any waivers, requests for extension and application of the Extended Contingency Periods or otherwise, shall be deemed sufficient if given by or on behalf of Tenant via email to Landlord or Landlord's legal counsel.

Each Contingency shall be deemed not to have been satisfied unless and until Tenant shall have advised Landlord, in writing that: i) a particular Contingency has been satisfied, or ii) that Tenant waives a particular Contingency. If any Contingency has been previously waived and/or deemed satisfied by Tenant, such Contingency shall no longer apply, and any right of Tenant to thereafter terminate this Lease for failure of any remaining Contingency to have been satisfied (or waived by Tenant), shall only apply to those remaining Contingencies not otherwise acknowledged to have been satisfied or waived by Tenant, and in connection with which Landlord has specifically, in writing, agreed to one or more extensions as in the preceding paragraph set forth, it being the intent of the parties that any Extension Period granted by Landlord regarding one or more of the Contingencies shall only apply to those Contingencies to which Landlord has granted an Extension Period and any other Contingencies shall not be deemed to have been extended and if not satisfied, this Lease shall terminate as hereinbefore provided. For purposes of clarification, if Tenant has requested an extension of more than one of the Contingencies, and in connection therewith Landlord is only willing to extend one but not all of the

Contingencies as requested by Tenant, Tenant shall either exercise its right to terminate this Lease with no further liability between the parties (and Tenant receive a full refund of its Deposit tendered) or waive any such Contingency that Landlord was unwilling to extend and proceed with due diligence to any remaining Contingencies during such Extension Periods.

Anything in this Lease (and Exhibits) to the contrary notwithstanding, Tenant shall not be required to take possession of the Leased Premises until all of the Contingencies are deemed satisfied and/or waived by Tenant as hereinbefore provided. Tenant shall be deemed to have accepted possession of the Leased Premises as of the expiration of the Initial Contingency Period, or the Extended Contingency Period (or any extensions thereof) if Tenant has notified Landlord in the manner herein required, that each Contingency has been waived or deemed satisfied. Notwithstanding anything to the contrary in this Lease or its First Amendment, Tenant, by acceptance of possession of the Leased Premises, or upon commencement of any physical improvements by Tenant to the Leased Premises, Tenant shall be deemed to have waived any Contingencies in this Lease or its First Amendment. Upon waiver of all contingencies, Landlord shall have the affirmative duty to remove any existing tenants or occupants and deliver the Lease Premises to Tenant. Anything in this Lease to the contrary notwithstanding, Tenant shall not be deemed to have been provided or taken possession of the Leased Premises until such time as the existing Tenant has vacated the Leased Premises and Tenant has actual physical possession thereof

In the event that any of the above Contingencies are not met and/or satisfied within the Initial Contingency Period or any Extended Contingency Period, then this Lease shall thereupon terminate, neither party shall have any further or other liability to the other, and Landlord shall immediately refund and return to Tenant of any Deposit and/or advanced rents paid, in their entirety.

Tenant shall be obligated to use its best efforts, and diligently pursue satisfaction of each Contingency, all in a timely fashion. Landlord shall cooperate with Tenant, as may be reasonably requested by Tenant in furtherance of Tenant pursuing satisfaction of the Contingencies, and each of them, including, in particular, approval of Tenant's Construction drawings."

4.A.2. **Commencement of Contingencies**. The language contained in 4.A.2 is hereby deleted and the following is inserted in its place:

"**Commencement of Contingencies**. The time-frames hereinbefore contained in Section 4.A.1 shall be deemed to commence upon the date of execution of the this 1st Amendment, which is the day and date first written herein above."

6. **SECURITY DEPOSIT**. The following additional language is added to paragraph 6 of the Lease:

"In the event that any of the Contingencies contained in paragraph 4.A.1 are not met, and this Lease is terminated in accordance with paragraph 4.A.1 above, then Landlord shall immediately and forthwith return the Security Deposit to Tenant."

7. **ADDITIONAL RENT**

7.A.I. PERCENTAGE RENT.

This paragraph is hereby modified, in its entirety, as follows:

	Percentage Breakpoint	Annual Sales Breakpoint	Monthly Sales Rent	Annual Min. Rent	Monthly Min.
Years 1-2	6.0%	\$1,196,000.00	\$99,666.67	\$ 71,760.00	\$5,980.00
Years 3-5	7.0%	\$1,196,000.57	\$99,666.67	\$ 83,720.04	\$6,976.67
Years 5-10	8.5%	\$1,196,000.47	\$99,666.67	\$101,660.04	\$8,471.67

7.A.II. Paragraph 7.A.II is modified as follows:

In the first paragraph, the words “(along with the sales tax reports and point of sales receipts)” are hereby deleted.

The following language is added as a new paragraph at the end of 7.A.II:

“Tenant shall be deemed to have satisfied its monthly reporting and information requirements to Landlord by the providing to Landlord of the monthly sales/income reports Tenant is required to provide to its Franchisor, which Tenant confirms and acknowledges is required to be a full and complete certified accounting of all gross sales/revenues generated from and at the Leased Premises for each calendar month.

Anything in this paragraph 7.A.II to the contrary notwithstanding, Tenant shall have no obligation to pay any Additional Percentage Rent, over and above the minimum rent for any particular calendar month unless the total Gross Sales for all prior calendar months during the current calendar year, including the then-applicable calendar month exceeds the monthly sales breakpoint for the number of months expired in the current calendar year, inclusive of the then-applicable calendar month for which Tenant has furnished its monthly statement.”

7.A. III. Paragraph 7.A.III is modified as follows:

The following sentence shall be added to the end of 7.A.III.:

“Anything in this paragraph to the contrary notwithstanding, any deposits tendered by customers, which have not yet been used or applied to a scheduled event by the customer is not included in Gross Sales until such times as the event has either occurred or the customer has forfeited the deposit.”

Paragraph 7.A.IV. is modified as follows:

The following language is added to the second sentence, after the words “...during the regular business hours...”:

“but no more than once per calendar month and no more often than three (3) times per calendar year.”

In addition, the following sentences are added to the end of 7.A.IV:

“Landlord’s right to charge the cost of the audit, if there is an inaccuracy in favor of Landlord greater than five percent (5%) shall only relate to an audit of an entire calendar year, (or any partial calendar year during the beginning year and last year of this Lease), applicable under this Lease and not to any monthly statements or reports submitted by Tenant or if the audit conducted is for less than a full calendar year other than the first year and last year of this Lease.”

7.B. **ADJUSTMENTS**

The following sentence is added to the end of 7.B.I(b):

“Anything in this paragraph 7.B.I(b) to the contrary notwithstanding, Landlord shall have no right to include in “Adjustments” any “management fees” incurred by Landlord whether direct or indirect, whether paid to an independent person, firm, corporation, or company, or to any employees of Landlord or any other individuals relative to the management of the Shopping Center. “Management fees” shall be deemed to include any fees paid to any party for oversight of the operation of the Shopping Center or any part thereof, including the Leased Premises, and any sums otherwise paid to any individual, company, corporation, or entity for locating, employing, negotiation, execution or entry into any contracts or performance of any labor and/or supplying of any material that is otherwise properly includable in Adjustments, and any and all such further and other similar type sums paid for oversight and/or general operation of the Shopping Plaza.”

Paragraph 7.B.III is hereby modified as follows;

Any reference, in the first sentence, to paragraph 7.B.I(b) is hereby removed.

The second sentence of this section III is removed in its entirety.

11. **REPAIRS.** Paragraph 11.A is eliminated in its entirety and replaced with the following:

“Upon completion of Tenant’s improvements (and Landlord’s improvements) and commencement of occupancy by Tenant of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good, sanitary order, condition, and repair. Upon completion of Tenant’s Work, and Tenant commencing its business operations at the Leased Premises, Tenant shall, at Tenant’s sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord’s obligation in 11.B) including, without limitation, the maintenance and repair of any storefront, doors, windows, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems. Tenant shall obtain and keep in full force and effect, during the term of this Lease, a service contract for maintenance of the heating and air conditioning (“HVAC”) system with a professional company reasonably acceptable to Landlord, which

maintenance contract shall conform to the requirements under any applicable warranty, if any, on said HVAC system. Tenant's obligation for maintenance and repair of the HVAC system shall not include any required replacement thereof, which if required, shall be accomplished by Landlord at Landlord's sole cost. Furthermore, Tenant's obligation for maintenance and repair to the HVAC system, (exclusive of the cost of the maintenance contract), shall not exceed \$1,000.00 for any one repair and no greater than \$3,000.00 for more than one repair during any one calendar year. Any excess cost for repair, over \$1,000 for any one repair or over \$3,000 for more than one repair in any calendar year shall be paid by Landlord. In addition to the foregoing, Tenant's obligation for repair to plumbing, electrical wiring and conduits shall be limited to only that portion of the foregoing as exists within the Leased Premises. Tenant shall have no responsibility or obligation regarding repairs and maintenance of any plumbing, water and/or sewer leading to the Leased Premises, which shall be the exclusive responsibility and obligation of Landlord for the maintenance and repair thereof, unless the same shall have been caused by the negligence of Tenant or Tenant's employees. Repair and/or replacement of any doors, windows, window casements, and similar items shall be the responsibility of Tenant unless such necessity for repair and/or replacement is the result of any conduct or actions by Landlord, Landlord's employees or invitees or other persons using the common areas of the Shopping Center or to the extent that such repairs and/or replacement is covered by any insurance carried by Landlord. Any and all warranties applicable to the existing HVAC system shall either be assigned and/or transferred to Tenant by Landlord (or, through the efforts of Landlord, by the current tenant if such warranties are in the name of the current tenant), or Landlord shall take any and all reasonable efforts, for the benefit of Tenant, to enforce any and all warranties applicable to the HVAC system during the Initial Term of this Lease and any extensions hereof.

Tenant shall, upon expiration (or earlier termination of this Lease), surrender the Leased Premises to Landlord in good condition, broom clean, ordinary wear and tear and damages from causes beyond the reasonable control of Tenant excepted."

The following language is added to the end of the second sentence of 11.B:

"..., except that if, as a result of the circumstances giving rise to the necessity for repairs and/or maintenance (that is not an immediate peril or casualty covered by insurance coverage as required in this Lease) has materially affected Tenant's ability to operate its business at the Leased Premises then, in such event, Landlord shall be obligated to take all commercially reasonable means to perform such maintenance and/or repair, with or without written notice from Tenant (but subject to actual notice reasonably calculated to be received by Landlord from Tenant, which may occur by email, or telephonically and additionally, on the next business day Tenant shall in writing provide such notice to Landlord). If Landlord shall fails to take commercially reasonable remedial actions under such circumstances, Tenant shall have the right (but not the affirmative obligation) to undertake to complete such maintenance and/or repairs, under such circumstances, and to charge Landlord for all reasonable costs and expenses incurred in connection therewith and Landlord shall promptly reimburse Tenant within thirty (30) days or then only after such thirty (30) day period, Tenant shall have the right to offset the same against the next monthly rent due, anything otherwise in this Lease to the contrary notwithstanding regarding no right off offset and/or setoff. "Immediate peril" shall mean and refer to any

circumstance occurring to the building structure or any portions thereof for which Landlord is responsible and where such circumstance materially affects the ability of Tenant to operate its business from the Leased Premises in Tenant's normal and customary manner ”

The last sentence of 11.B is hereby deleted.

13. **ASSIGNMENT AND SUBLETTING.** The first sentence of the second paragraph of this Section 13 is hereby deleted and replaced with the following:

“Notwithstanding anything in this Agreement to the contrary, Tenant shall have the absolute right to assign, sublet, or otherwise transfer (a “Permitted Transfer”) its interest in and to this Lease to any of the following: (a) A licensee, franchisee, subsidiary, or parent company of Tenant; (b) Tenant's Franchisor and/or a subsidiary or parent company of Tenant's Franchisor; (c) an individual, corporation, limited liability company, or other entity who is a franchisee of Tenant's franchisor and where Tenant is or has sold its business being operated at the Leased Premises to said individual, corporation, limited liability company, or other entity, all without Landlord's approval, written or otherwise, as long as Tenant remains fully liable for the performance of all obligations under the Lease for a period of not less than two (2) years from and after the date of such assignment and then for a rolling period of one (1) year thereafter until the then applicable term naturally expires and not for any extension periods.”

14. **HOLD HARMLESS.** The provisions in this paragraph are hereby made mutual such that Landlord shall indemnify and hold harmless Tenant regarding the Common Areas in a similar manner to the obligations of Tenant to indemnify Landlord as in this paragraph set forth. In addition, Tenant's obligation to indemnify and hold harmless Landlord shall not apply to any acts of negligence by Landlord, Landlord's employees and/or invitees.

21. **HOLDING OVER.** Paragraph 21 is removed, in its entirety, and the following paragraph is inserted therein:

“Holding Over. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the initial term hereof or any option periods, and where such continued occupancy is with the consent of Landlord, written or otherwise, which continued occupancy shall be deemed to be with the consent of Landlord if Landlord has not either: a) initiated notices pursuant to legal proceedings to evict Tenant, or b) provided written notice to Tenant of Landlord's desire to retake possession of the Leased Premises or relet the same to another party, then such occupancy shall be a month-to-month tenancy and not for any periodic term, at the rental rate then applicable to the prior calendar month. If Tenant remains in possession of the Leased Premises or any part thereof after expiration of the initial term hereof or any option periods and the same occurs without the consent of Landlord, then Tenant shall be a month-to-month tenancy and not for any other periodic term.”

23. **TENANT'S DEFAULT.**

Paragraph 23.B is hereby modified to change “three (3)” and substitute therefor “ten (10)”.

The following paragraph is hereby added to the end of paragraph 23, after 23.D., as a new paragraph:

“Anything in this paragraph 23 to the contrary notwithstanding, Tenant shall not be deemed to be in default or breach of this Lease unless and until Landlord has given written notice to Tenant of any such claimed default or breach and Tenant has failed to remedy and/or correct any such claimed breach or default within ten (10) days after written notice regarding any monetary obligations and within thirty (30) days for any non-monetary obligations or such additional time as may be reasonably necessary by Tenant to correct and remedy any such claimed defaults or breaches but only so long as Tenant has commenced such remedy and diligently pursues the same.”

25. **DEFAULT BY LANDLORD**

The following sentence is hereby added to the end of paragraph 25:

“The foregoing notwithstanding, wherever in this Lease or any Exhibits hereto Landlord is required to perform obligations or responsibilities in a shorter period of time than thirty (30) days, the failure of Landlord to do so shall be a default under this Lease. This shorter period of time shall specifically apply to the obligations of Landlord pursuant to paragraph 11.”

35. **GENERAL PROVISIONS**

Paragraph 35 (ix), **Late Charges** is hereby modified, in the fifth line thereof, to eliminate reference to “5” days and to substitute therefor, “10” days.

In addition, in the seventh line, in the parentheses, the language “...(or at Landlord’s option ten percent (10%) of such overdue amount)...” is hereby eliminated and the following language is substituted, in the parentheses:

“(or, at Landlord’s option, a late fee in the amount of \$200.00, which Tenant acknowledges to be reasonable compensation to Landlord for its costs and expenses incurred as a result of any late payment). Subject to and limited by the provisions contained in paragraph 23 of this Lease, Tenant shall be deemed in Default of this Lease if Tenant is late more than three (3) times in any one (1) calendar year in the timely payment of its monthly Minimum Rent.”

LIMITED GUARANTY

The following language is added to the end of the first paragraph:

“The revolving portion of this Guaranty shall only apply during years 3-5 of the Initial Term of this Lease. It shall include and apply to Adjustments (7.B.), but shall not apply to prospective Percentage Rent (7.A.). Nothing contained in this Limited Guaranty shall eliminate or alleviate the affirmative obligation of Landlord to mitigate damages or offset any amounts claimed against the Guarantors any sums received from any assets of Tenant

pledged as security in this Lease. Notwithstanding anything herein to the contrary, Landlord shall not be required to pursue collection remedies from Tenant or Tenant's assets, whether pledged as security or not, prior to or before pursuing collection remedies from any Guarantor."

EXHIBIT "B".

Sections A, "Construction Allowance" and Section B "Approval of Construction Documents" are hereby deleted and the following Sections A and B are substituted in their place:

A. Construction Allowance. In consideration of Tenant's acceptance of the Leased Premises, Landlord agrees that it will and shall provide Tenant with certain monies to cover a portion of Tenant's cost of Tenant's Work as well as the cost of performance by Tenant of Landlord's Work (all of which monies are collectively hereinafter referred to as "TI Monies" or "TIM") in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). Disbursement by Landlord of the TI Monies shall be in accordance with this paragraph A. Landlord and Tenant shall ultimately agree as to the nature and extent of the Improvements to be made to the Leased Premises and the Exterior Improvements (as hereinafter defined) within the time frames in this Lease set forth, or this Lease shall be deemed null, void and of no further affect.

1. Tenant's Work. "Tenant's Work" shall mean and refer to the modifications and improvements to be made to the Leased Premises, and all portions thereof, as reflected by the Construction Drawings as approved by Landlord. It shall include all modifications to the building facade, including new windows, front entry and related, all furniture, fixtures (trade fixtures or otherwise) and equipment. It shall not include, however any of Landlord's Work, as hereinafter defined. All of Tenant's Work shall be performed by competent, professional and licensed contractors, and shall be completed in accordance with the approved Construction Drawings. The cost for completing both Tenant's Work and Landlord's Work is hereinafter sometimes referred to collectively as the Construction Costs.

2. Landlord's Work. "Landlord's Work" shall mean and refer to the modifications and improvements, as reflected by the approved Construction Drawings, to the area immediately outside and adjacent to the Leased Premises. It includes modifications to the parking lot, new patio, sidewalks, landscaping, outdoor lighting, civil engineering costs, permit fees and all other costs and expenses directly relating to the improvements and modifications to be made to the outside area immediately adjacent to, and servicing the Leased Premises, all as reflected by the final Construction Drawings. This shall include, regardless of any itemization herein, any and all costs, charges and fees incurred and/or required to be paid in furtherance of completion of Landlord's Work. (collectively sometimes the "Exterior Improvements," and the costs thereof sometimes referred to as the "Exterior Improvement Costs"). It does not include any modifications to the facade of the Leased Premises.

3. Responsibility of Tenant. Tenant shall be responsible for completion of both Landlord's and Tenant's Work. Actual payment (funding) of the cost of both Landlord's Work and Tenant's Work is as hereinbefore and hereinafter set forth. Completion of Tenant's Work and Landlord's Work shall occur in the manner hereinafter required.

4. Approval of Construction Documents. Prior to the commencement of Tenant's Work, Tenant shall submit to Landlord, within 30 days of the execution of this 1st Amendment, for Landlord's approval, a set of plans and specifications ("Construction Drawings" or "CD's"), prepared by a licensed architect, reflecting both Tenant's Work and Landlord's Work. Tenant shall secure Landlord's approval of Tenant's Work and Landlord's Work, including architect's designs, plans and specifications, permits, licenses, and the Initial Budget to be used in performing Landlord's and Tenant's Work. All approvals by Landlord must be in writing. Landlord shall, within ten (10) days after receipt of Tenant's initial Construction Drawings, notify Tenant of the particulars, if any, in which such plans and specifications fail to meet Landlord's approval. After receipt of any such notice from Landlord, Tenant may cause such plans and specifications to be revised to such extent as may be necessary to secure Landlord's approval and, thereupon, Tenant shall submit such plans and specifications as revised for Landlord's approval. When Landlord shall determine that such plans and specifications are satisfactory, Landlord shall so inform Tenant in writing. Tenant's Work shall not be commenced unless and until Landlord and all applicable governmental agencies have approved the plans and specifications for both Landlord's Work and Tenant's Work. Tenant shall notify Landlord at least five (5) days prior to commencement of construction.

In the event that Landlord and Tenant cannot agree as to the Construction Drawings, or the budget required to be submitted by Tenant (as hereinafter provided) within fifteen (15) days after submission to Landlord, then this Lease shall be deemed null, void and of no further effect and Landlord shall forthwith return any Deposit tendered. In such event, neither Landlord nor Tenant shall have any claims against the other for costs or expenses incurred in furtherance of proceeding to this point, other than reimbursement of the Deposit.

Upon completion of Landlord's Work and Tenant's Work, Tenant shall deliver to Landlord an "as built" set of plans and specifications for the Leased Premises. Tenant shall at no time permit any lien or claim against any part of the Leased Premises to exist or to come into being. All costs of improvements, labor, work, materials, and equipment installed or placed upon the Leased Premises in excess of the TI Monies shall be paid for in full, or secured by the appropriate financing, on or before the date Tenant opens the Leased Premises to the public for business. Tenant shall use a general contractor and construction manager to complete all of Tenant's Work as first approved in writing by Landlord prior to the commencement of any of Tenant's Work which approval is not to be unreasonably withheld, conditioned, or delayed.

5. Construction Costs Defined. "Construction Costs" for Tenant's Work and Landlord's Work, shall be deemed to include any and all build-out costs incurred by Tenant in furtherance of the initial improvements, modifications, and build-out of the Leased Premises, as reflected by the final approved Construction Drawings, as well as any and all furniture, fixtures, trade fixtures, and equipment to be utilized and/or placed in, on, or about the Leased Premises (including patio furniture), but excluding, however, any new kitchen equipment. Construction Costs shall include those costs as hereinbefore set forth in paragraphs 1 & 2. Landlord and Tenant acknowledge that the totality of the construction costs for both Tenant's Work and Landlord's Work is expected and will be greater than the limit of the TI Monies being provided by Landlord to Tenant. Regardless of whether or not included in "Construction Costs" as herein defined, the amount of TI Monies to be provided by Landlord to Tenant shall be limited as hereinafter in paragraph 6 set forth. All Construction Costs over and above TI Monies provided by Landlord (and regardless of

whether or not the TI Monies required to be provided by Landlord is less than the maximum TI Monies) shall be paid by Tenant.

6. TI Monies; Use, Definition, Limit. The use of TI Monies shall include, and be used to pay for Landlord's Work and Tenant's Work, which shall include any and all general contractor fees, construction manager fees, architectural, design and engineering fees, and other similar costs incurred by Tenant relating to the Leased Premises. The use of TI Monies shall not include, however, the actual cost of any liquor license, any franchise fees incurred by Tenant, the purchase price paid by Tenant to the current tenant for any and all of the current tenant's assets (but shall include all other fixtures, non-removable booths and other assets of the current tenant), or any food or alcoholic beverage inventory or supplies. The use of TI Monies shall further not include any "artwork" purchased by Tenant for placement on any walls, or that portion of Tenant's sound and customized computer system and programs except to the extent of the actual non-removable portions thereof (wiring and similar items) and the labor regarding such installation. The use of TI Monies are deemed to include any and all beer delivery systems, new booths, new bars and bar counters, and other fixtures which shall remain upon the Leased Premises upon any expiration or otherwise termination this Lease. The use of TI Monies shall further include the cost of Landlord's Work. Notwithstanding anything to the contrary, the use of TI Monies shall not be applied to any portion of Tenant's Work that involves purchases of personal property, free standing furniture, kitchen equipment, and trade fixtures unless such property or services become attached to the reality and are intended to remain at (or benefit in the event of services) the Leased Premises at the expiration or any otherwise termination of this Lease. Tenant hereby expressly agrees that in the event of any termination of this Lease, or at the expiration of this Lease, any portion of Tenant's Work purchased with TI Monies shall become the sole property of the Landlord and additionally, Tenant shall not have any claim or rights to any such portion of Tenant's Work purchased with TI Monies. Tenant shall not pledge any portion of Tenant's Work purchased with TI Monies as security for any of its financing activities.

- a. Costs in Excess of TI Monies. Any costs of Tenant's Work and Landlord's Work over-and-above the TI Monies, if any, shall be paid by Tenant.
- b. Specific Exclusions. Any and all municipal tap fees, impact fees, and/or connection fees are specifically the obligation and responsibility of Landlord and not that of Tenant and are not part of any TI Monies or Exterior Improvement Costs.

7. Procedures for Disbursement of TI Monies and Exterior Improvement Costs. The disbursement procedures of the TI Monies are and shall be as set forth in Exhibit D.

The following is added as a new paragraph (E) to Exhibit B:

"E. Landlord Contribution Toward Tenant's Cost to Obtain Liquor License. Landlord agrees to contribute an amount not to exceed \$5,000.00 toward the cost of Tenant negotiating to purchase a Class C Liquor License to be used at the Leased Premises and then processing through the Michigan Liquor Control Commission and the City of Rochester Hills the approval of the transfer of the said Liquor License (including all permits in connection therewith). Tenant has retained the services of JME Consultants, Inc. in furtherance of the foregoing. Landlord shall directly pay JME, in a timely fashion, its invoices in furtherance of negotiating then processing for approval the transfer of the aforesaid Class C Liquor License.

The amount required to be paid by Landlord as in this paragraph (E) set forth is in addition to, and not a part of the TI Monies required to be provided by Landlord.”


EXCEPT AS HEREINBEFORE MODIFIED AND AMENDED, THE LEASE, AND ALL OF ITS TERMS AND PROVISIONS ARE HEREBY RATIFIED AND CONFIRMED.

“LANDLORD”


“TENANT”

City Walk, LLC, a Michigan limited liability company

Bar Louie Rochester, LLC, a Michigan limited liability company



By: Paul Aragona
Its: Managing Member



By: Zubin Antia
Its: Managing Member

EXHIBIT "D"

PROCEDURES FOR DISBURSEMENT OF TI MONIES.

The following procedures shall apply in furtherance of disbursement of the TI Monies.

a. **Construction Manager.** Tenant has, or is about to retained the services of JME Consultants, Inc. ("JME") to be the Construction Manager relative to the build-out of the Leased Premises, including completion of both Landlord's Work and Tenant's Work. Tenant shall have the right to select and use a Construction Manager of its own choosing, subject to reasonable approval by Landlord. Tenant may also choose to not have a Construction Manager, and require its General Contractor to perform the requirements of the Construction Manager as herein set forth. (Reference to JME herein is made for convenience only, and shall be deemed to apply to any other Construction Manager, or, if no Construction Manager, then the General Contractor hired by Tenant), in any event there shall be an acting General Contractor at all times who shall act in good faith and in the best interest of both Tenant and Landlord.

JME's responsibilities include, but are not limited to general oversight of the completion of Landlord's Work and Tenant's Work, negotiation of contracts with subcontractors, laborers and suppliers, compliance with all Mechanics Lien requirements, by receipt from Landlord of all TI Monies and disbursement of the same, providing Landlord with Sworn Statements and all required Waivers of Liens, and accounting to Landlord for the disbursement of all TI Monies and Exterior Improvement Costs as herein in this Exhibit B provided. JME shall provide to Landlord letter confirmation that it has been retained as the Construction Manager and agrees to comply with the terms and provisions of this Exhibit and the Lease.

JME shall use its best efforts to negotiate contracts for the completion of Tenant's Work and Landlord's Work at best possible prices, taking into consideration the desire of Landlord and Tenant to reasonably expedite the construction process and JME's determination to use qualified, competent contractors, subcontractors, material suppliers, and laborers to perform the work. JME's liability relative to its receipt of TI Monies shall be limited to poor workmanship, insufficient supervision, conversion, waste, lack of good faith, fraud and failure to pay/disburse TI Monies in accordance with this Exhibit and the Lease. JME shall have no liability for any claims by Landlord that the contracts negotiated by JME could have been negotiated and/or obtained at a lower price.

b. **Tentative Budget; Revised Budget.** JME shall prepare and supply to Landlord, within seven (7) days after completion of Preliminary Construction Drawings and approval thereof by Landlord, a tentative "Budget" setting forth the anticipated costs for completion of Landlord's Work, Tenant's Work, and all other costs and expenses pursuant to which Landlord is to provide TI Monies. Landlord acknowledges that this is a "tentative" budget, and will be revised by JME, after final completion of Construction Drawings, approval by Landlord and all governmental agencies and obtaining bids from contractors, subcontractors, material suppliers, laborers, and others. JME shall revise the tentative budget and provide Landlord with an "Initial Construction/Cost Budget" within three (3) days after JME has obtained all necessary bids for completion of Landlord's

Work and Tenant's Work as well as other soft and hard costs related to the Project, and Tenant's occupancy of the Premises. JME shall modify this budget, from time-to-time, as the same becomes necessary in furtherance of the completion of Tenant's Work and Landlord's Work.

c. **Disbursement Procedures.**

i. Monthly Request. On or before the 5th day of each calendar month, JME shall submit to Landlord an itemization (pursuant to Sworn Statement) which shall reflect thereon specific line items for all construction costs (broken down, as may be required by Landlord) together with confirmation of the work completed during the preceding calendar month and the requested disbursement monies for payment of contractors, subcontractors, material suppliers, laborers, and others. The Sworn Statement submitted by JME shall be accompanied by all necessary Waivers of Liens (Conditional, Unconditional, or otherwise) as may be required by Landlord.

The Sworn Statement submitted shall include the verification, under oath by JME and the General Contractor that Tenant's Work and Landlord's Work for which disbursement of TI Monies is sought has been completed in substantial compliance with the Construction Drawings as approved by Landlord, which verification may be relied on by Landlord. Any deliberate or negligent misstatement or false statement by JME or the General Contractor may, at Landlord's discretion, constitute an event of default under this Lease and this agreement.

If and to the extent that Landlord desires to inspect the Premises, and the work completed during the preceding calendar month, Landlord shall accomplish such inspection no later than seven (7) days subsequent to the submission by JME of the Sworn Statement and required Waivers of Liens. Upon receipt by Landlord of the monthly Sworn Statement and all required Waivers of Liens, and Landlord's verification that the work for which JME is requesting TI Monies disbursement for Work completed during the preceding calendar month (or prior thereto, if the same has not been reimbursed by Landlord), has, in fact, been completed in accordance with the monthly Sworn Statement, Landlord shall disburse the requested TI Monies to JME, no later than the 15th day of that calendar month, for payment/disbursement, in accordance with the monthly Sworn Statement submitted and shall be subject to Landlord's title company and lender's approval.

For purposes of this paragraph, reference to Landlord shall be deemed to include Landlord's financing bank and/or title company utilized by Landlord in connection with the disbursement of the TI Monies. Landlord shall use reasonable efforts to require that its lending bank and/or title company endeavor to comply with the time-frames set forth for disbursement of TI Monies as in this Exhibit set forth. JME and/or Tenant shall comply with any and all reasonable requirements and conditions imposed by Landlord's lending institution and/or title company in furtherance of obtaining disbursement of TI Monies.

ii. Monthly Disbursement On a monthly basis, no later than the 15th day of each calendar month, and if the information and documentation required to be submitted to Landlord as in the proceeding subparagraph is otherwise accurate, complete and in order, Landlord shall submit and tender to JME such portion of the TI Monies requested by JME

to pay all costs incurred during the preceding calendar month in furtherance of the completion of Landlord's Work and Tenant's Work.

iii. Retainage Requirements. Where appropriate, and as determined by customary construction practices, the General Contractor, JME or Landlord's lender shall require a ten percent (10%) retainage, to be held and paid to each contractor, subcontractor, material supplier, and/or laborer no early than thirty (30) days subsequent to the completion of the work required of each contractor, subcontractor, material supplier, and/or laborer or the completion of any Punch List items by such contractors, subcontractors, material suppliers, and/or laborers, whichever is later. Upon full and final completion of each contractor's, subcontractor's, material supplier's, and/or laborer's work to the satisfaction of JME, (which shall include any mechanical contractor's final inspection, or in the event of the General Contractor, a final Certificate of Occupancy) JME shall confirm, in writing, to Landlord that the same has been completed in accordance with the applicable contract. Disbursement therefor shall be made by Landlord in the next applicable monthly disbursement, or the final disbursement, as appropriate.

Anything in this agreement to the contrary notwithstanding, Landlord shall have no obligation to provide Tenant with final disbursement of TI Monies (if not previously fully funded) or the ten percent retainage until such time as Tenant has obtained a Certificate of Occupancy (or Temporary Certificate of Occupancy) from the required governmental agency.

iv. JME Banking Procedures and Accounting. JME shall establish a separate, independent checking account ("Construction Account") to be used exclusively for deposit and payment of TI Monies as in this Exhibit provided. JME shall provide Landlord, on a monthly basis, simultaneously with the submission each monthly Sworn Statement, a copy of JME's bank account ledger sheet reflecting all disbursements made from the Construction Account. JME shall further provide Landlord, upon request by Landlord, with any and all contracts entered into by Tenant (or JME, on behalf of Tenant) in furtherance of the construction (build-out) of the Premises in accordance with the Lease. JME shall further supply Landlord with a copy of any and all invoices, proposals, and/or other documentation reflecting the purchase price for the acquisition of any and all materials and/or labor related to the Project.

JME shall make no disbursements from the Construction Account except as permitted and/or required pursuant to this Exhibit and the Lease.

v. Completion of Build-Out; Final Accounting. Upon completion by Tenant of Tenant's Work and Landlord's Work, Landlord shall disburse to JME, for final payment to contractors, subcontractors, material suppliers, and laborers, within thirty (30) days after Tenant's opening for business all remaining TI Monies required, subject to JME providing a final Sworn Statement, a final accounting of all monies disbursed and/or to be disbursed, and all necessary Waivers of Liens.

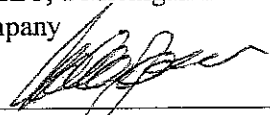
vi. Construction Insurance. Tenant shall at all times maintain a builder's risk policy of insurance in an amount not less than the total cost of all Tenant's and Landlord's Work and naming Landlord as an additional insured throughout the construction process.

vii. Mutual Cooperation. Landlord and Tenant (and JME) shall mutually cooperate, each with the other in furtherance of the smooth, timely and efficient completion by Tenant of Landlord's Work and Tenant's Work, and the disbursement of all TI Monies and Landlord's portion of the Exterior Improvement Costs.

EXCEPT AS HEREINBEFORE MODIFIED AND AMENDED, THE LEASE, AND ALL OF ITS TERMS AND PROVISIONS ARE HEREBY RATIFIED AND CONFIRMED.

"LANDLORD"

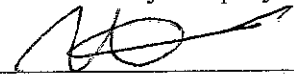
City Walk, LLC, a Michigan limited liability company



By: Paul Aragona
Its: Managing Member

"TENANT"

Bar Louie Rochester, LLC, a Michigan limited liability company



By: Zubin Antia
Its: Managing Member

SECOND AMENDMENT TO LEASE

LANDLORD: City Walk, LLC
TENANT: Bar Louie Rochester, LLC
PREMISES or
LEASED PREMISES: 1488 N. Rochester Road, Rochester Hills, Michigan 48307
SHOPPING CENTER: City Walk, Rochester Hills, Michigan 48307
LEASE: Lease Agreement dated October 12, 2010
DATE of this Amendment: May 11th, 2011

WHEREAS, LANDLORD and TENANT entered into that certain Lease Agreement dated October 12, 2010, and as amended on January 24th 2011 and further covering the Premises as above-identified; and

WHEREAS, LANDLORD and TENANT are desirous of amending the Lease as hereinafter provided.

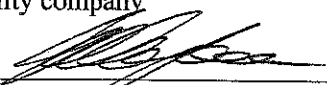
NOW, THEREFORE, for valuable consideration, including the execution of this First Amendment to Lease, LANDLORD and TENANT do hereby agree that the LEASE above identified is hereby amended as in this Second Amendment to Lease (sometimes "Amendment" or "2nd Amendment") set forth. Numerical references herein are made to the applicable paragraphs/sections of the LEASE.

4.A.1 **Contingencies**. As of the date of this 2nd Amendment, Landlord and Tenant hereby waive any contingencies contained in this paragraph.

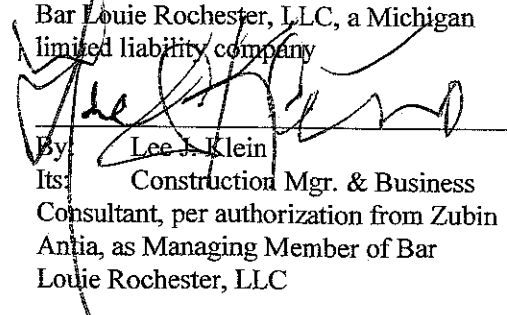
Commencement Date Regarding Construction Drawings. LANDLORD acknowledges that it has received and approved the "footprint" (Initial Schematic Drawing) as prepared by TENANT'S Architect. In connection therewith, TENANT has instructed its Architect to commence and complete the initial Construction Drawings, effective as of May 5, 2011. Accordingly, all dates contained in the Lease for purposes of commencement of preparation of the Construction Drawings, and otherwise thereafter, shall be deemed to begin running as of May 5, 2011.

EXCEPT AS HEREINBEFORE MODIFIED AND AMENDED, THE LEASE, AND ALL OF ITS TERMS AND PROVISIONS ARE HEREBY RATIFIED AND CONFIRMED.

"LANDLORD"
City Walk, LLC, a Michigan limited liability company


By: Paul Aragon
Its: Managing Member

"TENANT"
Bar Louie Rochester, LLC, a Michigan limited liability company


By: Lee J. Klein
Its: Construction Mgr. & Business Consultant, per authorization from Zubin Antia, as Managing Member of Bar Louie Rochester, LLC

DRINK

Specialty Cocktails

Louie's Cosmo

Absolut Citron, orange liqueur, fresh lime juice, white cranberry juice & a splash of pure cane syrup

Strawberry Fizz

SKYY Vodka, DeKuyper Razzmatazz, Strawberry purée, champagne

Caffeinator

Van Gogh Double Espresso Vodka, DeKuyper Buttershots, cream

The Dirty

Belvedere Vodka, olive juice, blue cheese olives

Pom Peche

Absolut Apeach, Pomegranate syrup, orange juice, mango purée, splash of Sprite, orange cherry horseshoe

Diva

SKYY Pineapple Vodka, PAMA Liqueur, pomegranate syrup, pineapple juice, pineapple wedge

Havana Classic Mojito

Bacardi Superior Rum, pure cane syrup, muddled mint leaves & limes, splash of sparkling water

Dos Sauza Margarita

Sauza Gold Tequila, Sauza Tres Generaciones Añejo, DeKuyper Triple Sec, fresh citrus sour mix, lime juice

Alcohol Free Cocktails

Mango Limeade

Mango purée, fresh lime juice, sparkling water

Raging Bull

Strawberry purée, Red Bull, Ginger Ale

Bottomless Beverages

Iced Tea or Lemonade 2.49

Coke, Diet Coke, Sprite 2.49

Orange or Cranberry Juice 2.99

Flavored Iced Tea or Lemonade 3.49

Add a flavor of your choice:

Hibiscus, Pomegranate, Mango or Strawberry

BE HAPPY

Kitchen Open Late!

Every Day until Last Call

Kids Menu Available

for Ages 10 & Under

Plan Your Next Party With Louie

Bachelor or Bachelorette, Martini Parties, Graduation, Holiday Parties & More!

EAT • Drink • Be Happy™



EAT

Small Plates

Crispy Calamari Buffalo Style fried, buffalo sauce, blue cheese dressing	10.99
Traditional Crispy fried, cocktail sauce	9.99

Buffalo Chicken Pizza fried chicken, buffalo sauce, carrot, celery, mozzarella, blue cheese crumbles, blue cheese sauce	9.99
---	------

Trio Dips & Chips with salsa, guacamole, queso	6.99
--	------

Loaded Fries or Tots queso, giardiniera, bacon, scallion	8.49
--	------

Farmer's Market Pizza marinara, mushrooms, onion, zucchini, broccoli, bell peppers, mozzarella	8.99
--	------

Adobo Shrimp Skewers greens, avocado-mango salsa, citrus-chipotle sauce	9.99
---	------

Cheese Quesadilla sour cream, pico, guacamole	6.49
add chicken	8.99
add steak or shrimp	9.99

Italian Stallion Pizza marinara, double sausage & pepperoni, onion, peppers, mozzarella	9.99
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Bacon Cheeseburger Sliders* applewood smoked bacon, cheddar, pickles, topped with fried onions	8.49
--	------

Traditional or Boneless Wings buffalo, barbecue, szechwan or en fuego	8.99
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New Orleans Chicken Gumbo cup 2.99 bowl 3.99	
--	--

Salads

Add Portabella 2.99 Chicken 3.99 Steak or Shrimp 4.99 Salmon 5.99

Classic Caesar romaine, parmesan, croutons	7.99
--	------

Chop Chop iceberg, bacon, tomato, avocado, carrot, blue cheese crumbles, onion, garbanzo beans, egg, cucumber, tortilla strips, house dressing	8.99
--	------

Hong Kong romaine, carrot, mandarin oranges, charred corn, avocado, sesame seed, onion, peanut-ginger dressing, wontons	8.49
---	------

BBQ Ranch greens, charred corn, tomato, cilantro, bacon, avocado, tortilla strips, barbecue ranch dressing, fried onions	8.49
--	------

Pear & Blue Cheese greens, blue cheese, raisins, balsamic syrup, cider vinaigrette, candied pecans	9.49
--	------

BLT Wedge iceberg, bacon, bruschetta tomatoes, onion, egg, blue cheese crumbles, blue cheese dressing, vinaigrette	7.99
--	------

Burgers

All served with seasoned french fries

Chicken breast, turkey burger or portabella substituted upon request

Backyard BBQ* cheddar, barbecue, bacon, fried onions	10.49
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Louie* grilled onion, provolone, spicy giardiniera	9.99
--	------

Fried Louie* bacon, cheddar, fried egg	10.49
--	-------

Blue Louie* blue cheese, bacon, spinach, buffalo sauce	10.49
--	-------

Portabella grilled portabella, queso fresco, spinach, tomato, onion, roasted red pepper, pesto mayo	9.99
---	------

Turkey Burger	
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Sandwiches

All served with seasoned french fries, unless otherwise specified

Sesame Tuna* sesame encrusted ahi tuna steak, romaine, tomato, avocado, ginger-mayo, brioche bun	11.99
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Mario salami, ham, pepperoni, provolone, tomato, lettuce, onion, mayo, italian dressing, hoagie roll	8.99
--	------

Vesuvio Melt chicken, provolone, tomato, lettuce, onion, mayo, olive oil, hoagie roll	9.99
---	------

Crispy Chicken Melt fried chicken, lettuce, tomato, cheddar, sweet chili mayo, sesame roll	9.99
Buffalo Style	10.99

Chicken Caesar grilled chicken, parmesan, romaine, onion, caesar dressing, hoagie roll	8.99
--	------

Cuban Flatbread ham, pork, swiss, pickle, mustard	9.99
---	------

BBQ Pulled Pork pulled pork, barbecue sauce, cheddar, fried onion strings, sesame roll	9.99
--	------

Bacon & Fried Egg Sandwich* bacon, fried egg, swiss, lettuce, tomato, maple mustard mayo, multi-grain bread, tater tots	7.99
---	------

California Chicken Club grilled chicken breast, bacon, avocado, lettuce, tomato, pepper jack, onion ranch, multi-grain bread	10.99
--	-------

Shrimp Po'Boy blackened or fried shrimp, lettuce, tomato, remoulade, hoagie roll	9.99
--	------

Fish Po'Boy* blackened tilapia, lettuce, tomato, olive mix, remoulade, hoagie roll	9.99
--	------

Aged Wisconsin Grilled Cheese cheddar, tomato, bacon, multi-grain bread	7.99
---	------

Grilled Veggie Wrap roasted carrot, zucchini, spinach, red pepper, avocado, queso fresco, hummus, pesto mayo, flour tortilla	8.49
--	------

BLTT turkey, bacon, lettuce, tomato, cheddar, mayo, multi-grain bread	9.79
---	------

Blazin' BLT applewood smoked bacon, lettuce, tomato, pepper jack, jalapeños, chipotle mayo, multi-grain bread	8.99
---	------

Luigi shaved ribeye, lettuce, tomato, onion, mayo, olive oil, hoagie roll	9.99
add cheddar	10.99

Blackened Chicken Muffaletta blackened chicken, olive mix, provolone, spicy mayo, sesame roll	9.99
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Large Plates

Drunken Fish & Chips beer-battered fish, tartar sauce, seasoned french fries	12.79
--	-------

El Burrito Loco steak or chicken, rice, black beans, lettuce, cilantro, tomato, queso, red & green sauces, sour cream, tortilla chips	13.29
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Tilapia Veracruzana spicy tomato sauce, cilantro, garlic, olives, capers, pepperoncini, rice	12.99
--	-------

Mediterranean Salmon tabbouleh, spinach, olives, bruschetta tomatoes, artichokes, capers	14.49
--	-------

Four Tacos Plato Choice of 1 of the 4 selections: Verde Chicken • Adobo Shrimp Blackened Fish • Carnitas	
--	--

with onion, cilantro, avocado, queso fresco, salsa, black beans & rice	12.49
--	-------

Baked Mac & Cheese four cheese mixture, macaroni, baked golden brown	9.99
--	------

Add-Ons broccoli, bacon or jalapeños grilled or fried chicken shrimp	1.49 3.99 4.99
--	----------------------

Tuscan Chicken Pasta grilled chicken, artichoke, cavatappi, spinach, three cheese mixture, basil, tomato, mushroom, Alfredo	12.99
---	-------

Voodoo Chicken blackened chicken breast, bell pepper, andouille, voodoo sauce, rice	11.99
---	-------

Chimichurri Steak* skirt steak, chimichurri sauce, avocado & tomato salad, seasoned french fries	16.99
--	-------

Sesame Encrusted Ahi Tuna* seared ahi tuna steak, szechwan sauce, cilantro, sautéed vegetables, rice	15.99
--	-------

Extras

3.49 each

French Fries
Broccoli

Tater Tots
Black Beans & Rice

Mac & Cheese

Dessertinis

J.M.E. Consultants, Inc.

Business Consultants
Contract Negotiations
Real Estate Planning
Development & Financing
Property Management
Construction Management

Lee J. Klein, President
2958 Crestwood Drive
East Lansing, Michigan 48823
517-332-2388 - Telephone
517-332-2374 - Facsimile
517-490-1310 - Cellular
j.m.e@comcast.net

Projections & Pro-Formas
Sales & Acquisitions
Licensing & Zoning
Commercial Market Analysis
Business/Commercial Arbitration
Divorce Mediation

June 6, 2011

Ms. Jane Leslie, CMC
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

VIA UPS NEXT DAY

Re: *Applicant/Owner/Operator: Bar Louie Rochester, LLC*
License: Class C Liquor License
Landlord: City Walk, LLC
Premises: 1488 N. Rochester Road, Rochester Hills, Michigan
Liquor License Seller: Bank of America

Dear Jane:

I write on behalf of my client, Bar Louie Rochester, LLC, a newly formed Michigan limited liability company, which is wholly owned (50% each) by Zubin Antia and Anthony Marougi. I am the business consultant for Bar Louie Rochester, LLC as well as an appointed officer of the Company holding the position of "Vice President; Alcoholic Beverage License Acquisition".

Enclosed please find the City of Rochester Hills Class C Liquor License Application together with the Check List for Submission which is reflected on the first page of the Application form.

As indicated, Bar Louie Rochester, LLC is owned 50% by Zubin Antia and 50% by Anthony Marougi. Bar Louie Rochester, LLC is a Franchisee of Bar Louie, Inc., the Franchisor. There are 60+ Bar Louie restaurants throughout the country. There are 6 corporate Bar Louie restaurants currently operating in the State of Michigan. My clients have 2 Bar Louie restaurants which they own and operate, one in Novi (Twelve Mile Crossing Mall) opened in the fall of 2008 and the other at the Great Lakes Crossing Mall, Auburn Hills, Michigan, opened in the spring of 2010.

As a Bar Louie franchise restaurant, each new restaurant, prior to opening, is required to have their new staff undergo a rigorous 7-10 day training program. This program includes all cooks, wait staff, bartenders, and management personnel. The Franchisor sends a crew of 4-6 people to each location for a minimum of one week training prior to any franchise location being allowed to open. Any staff personnel that does not pass the rigorous training program is not offered employment at the location.

In addition to the foregoing, all staff that will or may sell alcoholic beverages are required to participate in and complete the Michigan Liquor Control Commission required training regarding the sale of alcoholic beverages no later than the time-frame required by the MLCC Regulations.

I trust the enclosures contained herein as well as the contents of this letter properly respond to and/or provide all information necessary to proceed with the City of Rochester Hills processing this Application. Please review all enclosures and the Application and immediately advise if you believe there is any

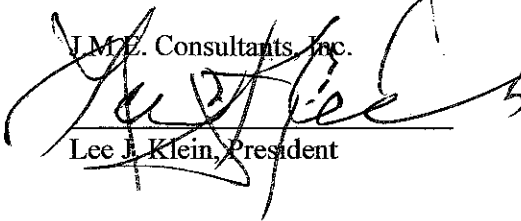
Ms. Jane Leslie, CMC
June 6, 2011
Letter, Page 2

additional information or documents that need to be supplied and/or responded to. My clients and I will be available for any further in-person meetings, processings, or investigations as shall become necessary. Please indicate to the applicable division of the Oakland County Sheriff's Office that they may contact my office to make arrangements for fingerprinting of my clients and/or obtaining any further additional information they may need.

One last matter. I also want to confirm our conversation last week that you have now placed this Application on the Agenda before the City Council for July 18, 2011.

Again, thank you for your cooperation.

Sincerely,

J.M.E. Consultants, Inc.

Lee E. Klein, President

LJK/dss

Enclosures

bl rochester hill-city of rochester hills ltr-060611.wpd



Department of Licensing and Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 610145

Business ID # 225964

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

May 25, 2011

TO: ROCHESTER HILLS CITY COUNCIL
ATTENTION CLERK
1000 ROCHESTER HILLS DRIVE
ROCHESTER HILLS, MI 48309-3033

APPLICANT: BANK OF AMERICA

Home Address and Telephone No. or Contact Address and Telephone No.:
BANK OF AMERICA, 2600 WEST BIG BEAVER ROAD, TROY, MI 48084

CONTACT: (KUS, RYAN & ASSOCIATES, PLLC), ATTENTION ATTORNEY MICHAEL J. RYAN,
2851 HIGH MEADOW CIRCLE, SUITE 210, AUBURN HILLS, MI 48326-2790 (248)364-3090

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. 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 MLCC as soon as possible.**

If you have any questions, please contact Unit 3 of the Retail Licensing Division at (517) 636-0204.

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

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 to TRANSFER ALL RIGHTS TO RENEWAL OF ESCROWED 2010 CLASS C LICENSED BUSINESS, LOCATED AT 1488 N ROCHESTER, ROCHESTER HILLS, MI 48307, OAKLAND COUNTY, FROM ROCHESTER TIENKEN INVESTMENTS, LLC TO BANK OF AMERICA; WITH LICENSE TO BE HELD IN ESCROW (STEP 1).

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)

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

SEAL

(Mailing address of Township, City or Village)



Michigan Department of Licensing And Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 611992

Business ID # 226106

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

April 29, 2011

TO: ROCHESTER HILLS CITY COUNCIL
ATTN: CLERK
1000 ROCHESTER HILLS DR
ROCHESTER HILLS, MI 48309-3033

APPLICANT: BAR LOUIE ROCHESTER, LLC

Home Address and Telephone No. or Contact Address and Telephone No.:

ZUBIN M ANTIA, 13 EMERALD POINTE DR, LINDEN, MI 48451, PHONE: (810)714-1227
ANTHONY S MAROUGI, 4948 W POND CIRCLE, WEST BLOOMFIELD, MI 48323, PHONE:
(248)681-9428

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. 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 MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

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

smg

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 to TRANSFER OWNERSHIP OF ESCROWED 2010 CLASS C LICENSED BUSINESS, LOCATED AT 1488 N ROCHESTER, ROCHESTER HILLS, MI 48307, OAKLAND COUNTY, FROM BANK OF AMERICA TO BAR LOUIE ROCHESTER, LLC. (STEP 2)

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)

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

SEAL

(Mailing address of Township, City or Village)