

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 10-12-2010

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

Applicant's Name: David Dedvukaj Investments, LLC Phone No. 248-761-2007
Address: 1218 Walton City Rochester Hills ST MI
Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
If naturalized, year and place: _____

If a partnership, please complete the following:

Partner's Name: David Dedvukaj Phone No. 248-761-2007
Address: 5150 Great Fosters City Rochester ST MI
Age: 26 Citizenship: Montenegro Date of Birth 3-20-84 Birthplace: Montenegro
If naturalized, year and place: not citizen green card

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

If a corporation, the names, addresses of the officers and directors, date of birth and age of each:
David Dedvukaj is the sole member of David Dedvukaj Investments, LLC, 5150 Great Fosters, Rochester MI 48306
dob is 3-20-1984

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Location of Proposed License: 1218 Walton, Rochester Hills, MI 48306

Does applicant presently own the premises? no
If not, name of owner of premise: lease with The Boulevard Shoppes, LLC

Legal Description of Property (Sidwell #) _____

Length of time business has been in operation: July 2010

Has applicant ever been convicted of a felony? Yes ___ No

If convicted of felony, explain: _____

Has applicant previously applied for liquor license? Year requested: no
Location of business: _____
Was liquor license granted: _____

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

What is the applicant's current business? Wood Oven Pizzeria

Length of time in named business? July 2010

List all uses in addition to sale of alcoholic beverages: Fresco's is a pizzeria selling, wood fire pizzas, submarines sandwiches and salads.

Does applicant presently operate a restaurant? Yes No _____

Name and address of restaurant: Fresco Wood Oven Pizzeria

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

Name and address of restaurant: _____

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

Record history of any liquor license violations by the corporation or by a parent of subsidiary corporation of the applicant for the immediate preceding ten (10) years
none

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	_____	_____
Size of Building:	1,273 sq feet _____	_____
Size of Kitchen:	400 sq feet _____	_____
Seating Capacity:	27 patrons _____	_____
Size of Dance Floor, if any:	n/a _____	_____
Percentage of Floor Area for Dining:	31% _____	_____
Percentage of Floor Area for Bar:	no bar _____	_____
Present Zoning:	commercial _____	_____
Required Zoning:	commercial _____	_____
Cost of Remodeling:	n/a new business _____	_____
Cost of Construction:	n/a _____	_____
Estimated Dates of Construction	Start: _____	Completion: _____
Total cost to be expended by licensee for the licensed premises: _____		
Building Plans Submitted – 3 Sets Required:	Number of Copies Enclosed: _____	
Site Plans Submitted – 6 Sets Required:	Number of Copies Enclosed: _____	
Do Site Plans show off-street parking and lighting? Yes _____ No _____		

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

Fresco Wood Oven Pizzeria requires an Italian-made wall oven which requires a cord of split dry oak a week to keep the baking chamber at an ideal 650-750 degrees - the temperature needed to bake one of his 10-inch thin-crust pizzas in 2 minutes or less. Fresco uses Italian Caputo flour for the crusts, makes sauce with San Marzano tomatoes and buys premium buffalo mozzarella. Toppings include flavorful Italian cheeses, arugula, roasted mushrooms, fresh basil and prosciutto. The menu is short - eight pizzas, plus a design-your-own option and a nicely edited selection of appetizers, salads and hero sandwiches. The restaurant will offer sit down service as well as take out.

Describe the proposed full food menu:

A copy of the food menu is attached to this application.

Proposed menu attached: Yes ✓ No

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

This restaurant is located in the Boulevard Shoppes the former site of the Great Oaks mall. The area around the establishment is a mixture of commercial and residential. This restaurant is currently operating without the sale of alcoholic beverages but with the addition of beer and wine Fresco's will offer an additional and complimentary dining option to the existing choices of Buffalo Wild Wings, Red Olive Restaurant and Pei Wei Restaurant.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): 80% food and 20% beer and wine

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: \$50,000

Amount of Funds to be Financed: loan from the owner's parents company.

Name of Financer/Phone Number: David D Company, LLC

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Personal References/Phone Number:

Lisa Dedvukaj 248-613-9773

Pete Dedvukaj 248-421-1165

Nora Dedvukaj 586-489-7750

Business References/Phone Number:

Design Haus, 248-601-4422

Polyarch Architects, 586-468-4790

Mugnaini Imports, 831-761-1767

Has applicant completed a certified training program? Yes No

Have employees completed a certified training program? Yes No

Names and addresses of those completing program

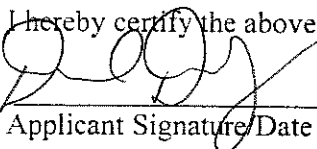
Within 180 days of the opening of the restaurant David Dedvukaj and his management staff will pass an approved server training program.

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) David Dedvukaj

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

10/12/10

Applicant Signature/Date

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

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

DAVID DEDVUKAJ INVESTMENTS LLC

ID NUMBER: D3621J

received by facsimile transmission on December 7, 2009 is hereby endorsed

Filed on December 7, 2009 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7TH day of December, 2009.

ACS/CD-700 (Rev. 12/03)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name David Dedvukaj	
Address 5150 Great Foster Dr	
City Rochester	State MI
Zip Code 48306	
EFFECTIVE DATE:	

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

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on last page)

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

B

ARTICLE I

The name of the limited liability company is: **David Dedvukaj Investments LLC**

ARTICLE II

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

ARTICLE III

The duration of the limited liability company if other than perpetual is: **5 years**

ARTICLE IV

1. The street address of the location of the registered office is:
5150 Great Foster Dr **Rochester**, Michigan **48306**
(Street Address) (City) (ZIP Code)

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

3. The name of the resident agent at the registered office is: **David Dedvukaj**

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

Empty box for Article V provisions.

Signed this 7 day of December, 2009

By 
(Signature(s) of Organizer(s))

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

**BYLAWS
David Dedvukaj Investments, LLC
A Michigan Limited Liability Company**

These Bylaws are made and adopted on September 13, 2010 by David Dedvukaj Investments, LLC, a Michigan limited liability company (the "Company") and David Dedvukaj, its sole member (the "Member").

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Company has been organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act, 1993 PA 23, as amended (the "Act"), by the filing of Articles of Organization ("Articles") as required by the Act. The Member is the Company's sole and single member.

1.2 Name. The name of the Company is David Dedvukaj Investments, LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall be perpetual unless otherwise stated in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act.

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

**ARTICLE II
MEMBERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS**

2.1 Membership Interests and Capital Contributions. The Sole Member has made a capital contribution of \$1,000.00 to the Company and consequently, as of the effective date of this Agreement, the Member owns a Membership Interest in the Company as specified below:

<u>Member</u>	<u>Membership Interest</u>
DAVID DEDVUKAJ	100%

**ARTICLE III
BOOKS, RECORDS, AND ACCOUNTING**

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

3.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

**ARTICLE IV
MANAGEMENT OF THE COMPANY**

4.1 Management. The Company shall be managed solely by the Member who may be known as and hold the title of President of the Company.

4.2 Powers of Member. Any and all decisions and actions concerning the business and affairs of the Company shall be made by the Member without limitation. The Member has the sole power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the Company's business and affairs, including, without limitation, the sole power and authority to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever, including the Member; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any contract or agreement and execute any and all contracts, agreements, documents, and instruments of whatever nature; (f) engage employees and agents and define their respective duties and compensation; (g) establish pension plans, trusts, profit-sharing plans, and other benefit and incentive plans for the Member, employees, and agents of the Company; (h) obtain insurance covering the business and affairs of the Company and its property; (i) begin, prosecute, or defend any proceeding in the Company's name; and (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances.

4.3 Third-Party Reliance. Any person (including any financial institution or contracting party) who may deal with the Company or the Member on behalf of the Company shall be entitled, without liability and without any further inquiry or investigation whatsoever, to rely on the sole, exclusive, and unilateral power and authority of the Member to make any and all decisions and to take any and all actions with respect to the Company, and the decisions and actions of the Member shall be binding on and enforceable against the Company without exception.

ARTICLE V EXCULPATION OF LIABILITY; INDEMNIFICATION

5.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, the Member or Manager(s), or both, shall not be liable for the acts, debts, or liabilities of the Company.

5.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify the Member and may indemnify any Manager or other employee or agent of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Manager, the Member, employee, or agent of the Company. The Company shall indemnify the Member and may indemnify such Manager, employee, or agent against expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such person in connection with the action, suit, or proceeding. The Company shall indemnify the Member and may indemnify such Manager, employee, or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the person reasonably believed to be in the best interests of the Company. With respect to a criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member or Manager, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, or in defense of any claim, issue, or other matter in the action, suit, or proceeding, the Member shall be indemnified and such Manager, employee, or agent may be indemnified against the actual and reasonable expenses, including attorney fees, incurred by him or her in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Member after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. No indemnification shall be provided for or in connection with (a) the receipt of a financial benefit to which the person is not entitled, or (b) a knowing violation of the law.

ARTICLE VI DISSOLUTION AND WINDING UP

6.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) consent of the Member.

6.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with the Act.

These Bylaws are made and adopted by the Company and its sole Member as of the day and year listed on the first page of this agreement.

DAVID DEDVUKAJ INVESTMENTS, LLC
a Michigan limited liability company

By: 

David Dedvukaj

Its:

Sole Member

LIQUOR LICENSE PURCHASE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN Maximum Management, Inc., a Michigan corporation ("Seller") and **David Dedvukaj Investments, LLC**, a Michigan limited liability company ("Buyer").

WHEREAS, the Seller owns the Class C Liquor License No. 158060 and SDM Liquor License No.158061, with Sunday Sales and Dance-Entertainment Permits currently in Seller's name and operated as Bourbon Jake's Pub and Grill at 1711 E Auburn, Rochester Hills, Michigan 48307 (collectively, the "Liquor License").

WHEREAS, the Seller desires to sell said Liquor License and Buyer desires to purchase same from Seller;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Sale of Liquor License. Seller shall sell to Buyer and Buyer shall purchase the Liquor License for the purchase price of Forty-Five Thousand and No/100 Dollars (\$45,000.00) in accordance with Paragraph 2 (hereinafter referred to as the "Purchase Price"). Buyer shall not purchase from Seller, and this Purchase Agreement shall not include, inventory of any alcoholic beverages.

2. Payment of Purchase Price for Liquor License. The purchase price shall be paid at closing.

(a) Five Thousand and No/100 Dollars (\$5,000.00) shall be deposited by Buyer and held in escrow by Adkison, Need & Allen P.L.L.C., as Escrow Agent, for the benefit of the Seller as a down payment with the execution of this Agreement (hereinafter the "Earnest Money") to be released to Seller, at closing; and

(b) Forty Thousand and No/100 Dollars (\$40,000.00) shall be paid to Seller by Buyer by cashier's check, or money order on the Date of Closing with such modifications as provided in this Agreement.

3. Date of Closing. The parties agree that the consummation of the transfer shall take place as soon as possible after satisfaction of all contingencies to closing, but in any event within one hundred eighty (180) days after execution of this Agreement ("Date of Closing"). If the sale and transfer is not completed due to delays with the Michigan Liquor Control Commission ("MLCC") processing normal paperwork, then all parties will agree to extend the closing an additional forty-five (45) days ("Extended Closing Date"), unless such delay is caused by Buyer's non-performance or failure to respond to requests from the MLCC, the local police or the local unit of government, in which event Seller may terminate this Agreement and pursue the remedies available to it described below. If, by no fault of the parties, the Governmental Approvals have not been obtained on or before the Date of Closing, or Extended Closing Date, if applicable, either party may terminate this Agreement by written notice delivered to the other party on or before the Date of Closing, in which event the Buyer shall receive a refund of the Earnest Money in full termination of this Agreement. If,

after approval of the MLCC, the transfer is not consummated by Buyer on or before the Extended Closing Date, Seller may terminate this Agreement by written notice delivered to the Buyer, in which event the Seller shall receive the Earnest Money in full termination of this Agreement. If the delay or failure to transfer is a result of misrepresentations, concealment, fraud, non-performance or untrue/unstated representations made by either party or its agents to the other party or the MLCC, the Earnest Money shall be returned or released to the other party, as the case may be, and the non-defaulting party may pursue any legal remedies available through the judicial system of the State of Michigan, including specific performance. If the application is approved for transfer by the MLCC, but subject to a final inspection, then the license shall be placed in escrow and the closing will be completed within 10 days of the MLCC order.

4. Transfer of Liquor License. The parties agree that within ten (10) days after the execution of this Agreement, they shall jointly apply for the approval of the MLCC and all local governmental bodies for the transfer of Seller's interest in the Liquor License to Buyer. At that time, both parties agree to take, in a diligent and expeditious manner, whatever steps shall be necessary to obtain the transfer of the Liquor License from Seller to Buyer. Both Seller and Buyer agree to immediately fulfill any directives or requirements from the MLCC and local governing bodies to expedite the transfer. Buyer shall pay all fees required in connection with the transfer of the Liquor License, including but not limited to inspection fees, fees for other permits (such as, by way of example and not by way of limitation, outdoor service permits) any other fees for any permits included in the Liquor License. Seller shall pay all fees that may have accrued prior to the date of closing, including without limitation, all renewal and/or escrow fees and any licensing fees not associated with the transfer that accrued prior to the date of closing. The closing on this Agreement is subject to the Buyer fulfilling all of the following contingencies:

- (a) Approval for Transfer. Buyer's receipt of approval in writing of the Michigan Liquor Control Commission and the City of Rochester Hills for the transfer of the Liquor License from Seller to Buyer, for use at Buyer's restaurant located at 1218 Walton, Rochester Hills, Michigan, (the "Premises") after any appeals process if denied (at Buyer's sole and absolute discretion) (the "Governmental Approvals").
- (b) Permits and Licenses. The issuance of all such permits, certificates of occupancy and licenses as may be required by law for the use of the proposed location as a bar and restaurant, including appropriate zoning approval and building permit.
- (c) Lease Amendment. The written amendment of the Buyer's Lease, executed by the Landlord, authorizing the use of the Premises for the sale and consumption of alcohol.

5. Representations, Warranties, and Covenants of Seller. Seller represents and warrants to and covenants with Buyer as follows:

- (a) Marketable Title. That Seller is the sole owner of, and has good and marketable title to, the Liquor License which is being transferred to Buyer pursuant to this Agreement, which Liquor License shall be free and clear of all liens and encumbrances as of the Date of Closing; and that there are no transfer applications or other transactions pending with anyone concerning the Liquor License;
- (b) Liens. That no judgments, liens, or security interests will be outstanding at the time of the closing against Seller which would affect Seller's title to, or Seller's ability to transfer such Liquor License to Buyer;
- (c) Taxes. That there shall be no outstanding taxes due at the time of closing that could result in successor liability under MCL 205.27a. In the event that the Buyer shall become liable for any of taxes owed by Seller as a result of this Agreement, the Buyer may pay the taxes, and Seller and Seller's Shareholders, individually, jointly and severally, shall hold, defend, and indemnify Buyer harmless for any and all liability for such taxes.
- (d) No Violations. As of the Date of Closing, there are no violations of the Michigan Liquor Control Act currently pending regarding the liquor license. If there exist violations of the Michigan Liquor Control Act or Rules, Seller shall remedy such violations immediately. If Seller fails to remedy such violations of the Michigan Liquor Control Act or Rules and Buyer is forced to remedy such violations in order to process the transfer application, Seller shall indemnify and hold Buyer harmless from any and all liability, including without limitation, fines, penalties and actual attorney fees associated with Buyer remedying Seller's or Seller's predecessor's outstanding violations of the Michigan Liquor Control Act or Rules. In the alternative, Buyer may deduct the amount Buyer pays in fines, penalties, and actual attorneys' fees associated with Buyer remedying Seller's or Seller's predecessor's outstanding violations of the Michigan Liquor Control Act or Rules from the Purchase Price paid at Closing.
- (e) Authorization. This Agreement has been duly and validly authorized by any and all necessary corporate action of Seller and, upon due execution and delivery, will constitute a valid and binding agreement of Seller.

6. Representations, Warranties, and Covenants of Buyer. Buyer represents and warrants to Seller as follows:

- (a) Bankruptcy or Liens. Buyer is not now nor has it been within the past six months the subject of any bankruptcy or insolvency proceeding; nor is it subject to any judgment lien or involvement in any litigation that might result

in a judgment or lien or might adversely effect its ability to perform its obligations as contemplated by this Agreement.

- (b) Authorization. This Agreement has been duly and validly authorized by any and all necessary corporate action of Buyer and, upon due execution and delivery, will constitute a valid and binding agreement of Buyer.

7. Brokerage Commission. Except for Seller's obligation to The Milford Network ("Broker"), the Seller covenants and warrants to the Buyer that it has not obtained or contracted for the services of any broker, nor has it agreed to pay any commission or finder's fees. Seller shall pay the broker's fee to Broker from the proceeds at Closing in the amount of Five Thousand and No/100 Dollars (\$5,000.00).

8. Default and Remedy. In the event that Seller breaches this Agreement, and Seller fails to cure such default within ten (10) days of written notice thereof, Buyer shall have the option to either waive such default and proceed to closing, or to terminate this Agreement in which event the Earnest Money shall be returned to Buyer, and Buyer shall also have the remedy of specific performance. If Buyer breaches this Agreement, and Buyer fails to cure such default within ten (10) days of written notice thereof, Seller shall have the option to either waive such default, or to terminate this Agreement, in which event the Earnest Money shall be released to Seller as liquidated damages in full termination of this Agreement.

9. Miscellaneous.

- (a) Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or mailed first class, postage prepaid to the following addresses until notification of a different address:

- (1) To the Seller:

Maximum Management, Inc.
1711 E Auburn
Rochester Hills, MI 48307

- (2) To the Buyer:

David Dedvukaj Investments, LLC
1218 Walton
Rochester Hills, 48306

- (3) With a copy to (which shall not constitute notice):
Kelly A. Allen, Esq.
Adkison, Need & Allen, P.L.L.C.
40950 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304
- (b) Applicable Law. This Agreement shall be governed by Michigan law.
- (c) Survival. The covenants, representations and warranties of all parties set forth herein will be effective on the date hereof, on the closing date and will survive closing.
- (d) Entire Agreement. This Agreement is and shall be deemed the complete and final expression of the agreement between the parties as to matters herein contained and relative thereto, and supersedes all previous agreements between the parties pertaining to such matters. It is clearly understood that no promise or representation not contained herein was an inducement to either party or was relied on by either party in entering into this Agreement. This Agreement cannot be amended, altered or any of the provisions waived on behalf of either party, except in writing by a duly authorized agent of either party.
- (e) Performance. Any failure of either party to insist upon strict compliance with any provisions of this Agreement shall not constitute a waiver thereof and all provisions herein shall remain in full force and effect.
- (f) Headings. The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.
- (g) Severability. If any part of this Agreement is held to be invalid or unenforceable under Michigan law, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided that the remaining provisions effectuate fully the intent of the parties as manifested herein.
- (h) Counterparts: Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original. For purposes of this Agreement, a facsimile signature shall be deemed the same as an original.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON FOLLOWING PAGE.

*Liquor License Purchase Agreement
Maximum Management, Inc./David Dedvukaj Investments, LLC
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed hereto as of the dates written below.

SELLER:

Maximum Management, Inc.

Dated: 9/20/2010

By: Amy G. Falbe

Its: Owner

BUYER:

David Dedvukaj Investments, LLC
a Michigan limited liability company

Dated: 9/20/2010

By: David Dedvukaj

Its: Sole Member

Adkison, Need & Allen P.L.L.C., the Escrow Agent named, does hereby consent to act as Escrow Agent under the terms of this Agreement, and does hereby acknowledge receipt of the sum of Five Thousand and no/100ths Dollars (\$5000.00) from Buyer, and agrees to hold same in escrow as provided in this Agreement and to deliver same to the persons entitled thereto upon the performance or nonperformance of the terms and conditions of this Agreement.

By: Linda S. Mayer
Its: Authorized Agent

SHOPPING CENTER LEASE

(1) THIS LEASE is made this 24th day of November, 2009 by and between The Boulevard Shoppes, L.L.C. c/o A.F. Jonna Management & Development Company, L.L.C., whose address is 4036 Telegraph Road, Suite 201, Bloomfield Hills, MI 48302 ("Landlord"), and David & Company, L.L.C., whose address is 5150 Great Fosters, Rochester, MI 48306 ("Tenant").

(2) Description. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease to Tenant the premises described as follows: approximately 1,273 square feet as shown on the attached Exhibit "A" (the "Leased Premises"). Tenant agrees that a measurement of the Leased Premises will be taken consistent with and utilize BOMA standard measurement guidelines, which measurement shall be deemed to be and accepted by Landlord and Tenant as exact and final. The building in which the Leased Premises are located is referred to hereafter as the "Shopping Center".

(3) Term. The term of this Lease is five (5) years, which shall commence upon the earlier date of (i) one hundred twenty (120) days after delivery of possession of the Leased Premises to Tenant, or (ii) Tenant opens for business. Tenant agrees to review, acknowledge, execute and deliver to Landlord the Commencement Date Agreement as attached hereto in Exhibit "E" within ten days from the date of written request of Landlord. Upon expiration of said ten day period, Tenant shall be conclusively deemed to have accepted the dates defined therein, which shall be final and thereafter irrefutable.

(4) Base Rent. Subject to any adjustments set forth below, Tenant shall pay Landlord as base rent ("Base Rent") the sum of AS LISTED BELOW per month payable in advance on or before the first day of each calendar month without any prior demand therefore and without any deduction, claim, or setoff whatsoever for each monthly period through the term of this Lease.

	YEARLY RENT	MONTHLY RENT
YEARS 1 - 2	\$30,000.00	\$2,500.00
YEARS 3 - 5	\$31,824.00	\$2,652.00

(5) Security Deposit. Upon the signing of this Lease, Tenant shall also pay to Landlord a security deposit in the amount \$2,652.00 to secure Tenant's obligations under this Lease. This security deposit shall not bear interest. Landlord is not obligated to keep said security deposit as a separate fund, but may mix said security with its own funds. Landlord shall have the right (but not the obligation) to apply all or any part of the security deposit toward any amount Tenant has failed to pay hereunder on a timely basis.

(6) CAM, Taxes and Insurance Prorations. From and after the Commencement Date, Tenant shall make monthly payments to Landlord, which shall be considered as additional rent for its prorata share all of those items set forth in Section 7 (Taxes) and Section 8 (CAM and Insurance). Tenant's prorata share for the common area maintenance, taxes, insurance prorations and for any other expense item based on Tenant's prorata share shall be equal to the square footage of the Leased Premises as a proportion of the (a) total leasable square footage of the Shopping Center other than the Office Space and (b) 50% of the total leasable square feet in the Office Space. "Office Space" means, collectively, all second-floor space located within the Shopping Center that is occupied (or available for occupancy) by tenants or other occupants whose primary use of their premises is for offices and who do not engage in retail sales within the Shopping center, and all common areas that are for the direct use or benefit of such retail tenants or occupants.

(7) Taxes and Assessments. Tenant shall be responsible for and agrees to pay to Landlord as Additional Rent its prorata share of all taxes and assessments which may be levied or assessed by any lawful authority against the Shopping Center, or the building or any part thereof during each calendar year during the Term of this Lease including, but not limited to, any tax or assessment, and single business tax (hereinafter collectively referred to as "Taxes"). Taxes shall also include all taxes, levies and charges which may be assessed, levied, or imposed in replacement of or in addition to all or any part of Shopping Center taxes as revenue sources, and which in whole or in part are measured or calculated by or based upon the Shopping Center.

For the calendar years in which this Lease commences and terminates, Tenant's liability for any Taxes for such years shall be subject to a prorata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall, at all time, be sufficient evidence of the amount of the Taxes assessed or levied against the Premises to which such bill relates.

(8) Operation of Common Areas. Landlord agrees to cause to be operated, managed and maintained during the term of this Lease all parking area, roads, sidewalks, landscaping, drainage, and common area lighting facilities in the Shopping Center. The manner in which such areas and facilities shall be maintained and operated and the expenditures therefore shall be at the discretion of the Landlord and the use of such areas and facilities shall be subject to such reasonable rules and regulations, as Landlord shall make from time to time. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or discourage non-customer parking; and may do such other acts in and to the common areas

as in its judgment may be desirable to improve and/or enhance the Shopping Center.

Landlord does not make, and Tenant waives any guaranty or warranty, expressed or implied, with respect to security at the Shopping Center or in the Leased Premises, or that any security measures will prevent occurrences or consequences of criminal activity. Landlord's installation or use of any security measure does not constitute a voluntary undertaking or agreement by Landlord to provide security to Tenant, its employees, invitees, contractors or agents. Landlord may modify, reduce or eliminate the use of any security measure at any time without notice to Tenant. Neither Landlord nor its agents, employees or representatives are liable in any way for any disruption in the operation or performance of any security measure. Landlord does not make, and Tenant waives, any guaranty or warranty that the presence of any security measure at the Shopping Center in any way increases the personal security of Tenant or its property. Landlord is not liable to Tenant for any injury, damage or loss whatsoever which is caused (a) as a result of any problem, defect, malfunction or the failure of the performance of any security measure (b) by any person engaging in criminal activity.

Tenant's Prorata Share of Common Area Expenses:

(a) Tenant agrees to pay to Landlord, as additional rent, and in the manner hereinafter provided, Tenant's prorata share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing, and protecting, lighting, insuring, repairing, replacing, cleaning, maintaining and managing the common areas of the Shopping Center including the cost of insuring all property provided by Landlord which may at any time comprise the Shopping Center. Such costs and expenses shall include, but not be limited to, illumination and maintenance of Shopping Center signs, whether located on or off the Shopping Center Site; illumination of Tenant signs, cleaning, lighting, garbage removal, snow and/or ice removal, parking lot sealing, paving, line painting, landscaping and irrigation of said landscaping; premiums for public liability insurance, property insurance and rental interruption insurance; personal property taxes, supplies, holiday decorations; maintenance replacement and repair of the roof, foundation, exterior walls, floors, decorative and structural portions of the Shopping Center; the reasonable depreciation of maintenance equipment used in the operation and maintenance of the common areas and project areas; total compensation and benefits (including premiums for worker's compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 8(a); and an amount equal to fifteen percent (15%) of the total of Tenant's prorata share of all of the foregoing costs and expenses, including those monies due Landlord pursuant to this Section to cover Landlord's administrative costs. For the purpose hereof any charges for utilities contained in the foregoing costs and expenses shall be at the same rates as the rates for comparable service from the applicable utility company serving the area in which the Shopping Center is located. Cost of operation and maintenance shall include any equipment and facilities acquired to reduce energy consumption or to otherwise reduce the costs and expenses of operating and maintaining the common areas and all buildings and permanent improvements upon the Shopping Center including, without limitation, legal, architectural, accounting and engineering fees. Should Landlord determine, in Landlord's sole judgment and discretion, that the Tenant's demands on any expense of the Shopping Center exceed normal usage based on the square footage of the Leased Premises, Landlord can charge Tenant, and Tenant agrees to pay as additional rent a "heavy user" fee which shall be defined on a case by case scenario by Landlord, who (as agreed by the parties hereto) is to be the sole judge as to the amount of aforementioned fee. Notwithstanding anything to the contrary, should Landlord install a trash compactor at the Shopping Center, Tenant shall be required to use the trash compactor in lieu of other trash disposal methods and shall be responsible to and separately pay Landlord for any and all such associated costs on a "per use" basis.

(b) Tenant's prorata share of such costs and expenses for each calendar year and partial calendar year shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord as determined and defined by this Subsection B. Within sixty (60) days after the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's prorata share of such costs and expenses for said period, which, if the total amount paid by Tenant under this Section for any calendar year is less than the actual amount due for Tenant, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for said calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section, or, in the last year of the lease term, such excess shall be refunded to Tenant. Landlord's and Tenant's obligations under this section and elsewhere under this Lease shall survive the expiration of the term of this Lease.

(c) Tenant will also pay as additional rent from time to time, when and as incurred by Landlord and upon Landlord's invoice, all costs or expenses which through any lawful and practicable separate metering or otherwise, are allocated to the Leased Premises or identified as relating to Tenant's use and occupancy of the Leased Premises, including, but not limited to, water usage and sewer charges, real estate taxes, assessments, fees or charges attributable, in the reasonable judgment of the Landlord, solely to property of Tenant, as distinguished from the costs or expenses for the Shopping Center as a whole.

(d) Tenant's right to audit any and all of the costs and expenses associated with the Shopping Center and Tenant's rights to request, review, challenge, dispute, and/or petition Landlord for any reconciliation whatsoever shall automatically expire on the anniversary of the next calendar year.

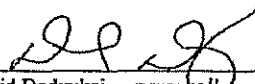
(9) Use of Common Areas. The term "Common Areas", as used in this Lease, shall mean the parking areas, roadways, pedestrian sidewalks, truck ways, loading docks, delivery areas, landscaped areas, public bathrooms, if any, delivery areas, roof areas over the entire Shopping Center and structural outer walls and floors, flashings, gutters and downspouts, and all other areas or improvements which may be provided by the Landlord for the convenience and use of the tenants of the Shopping Center, and their respective subtenants, agents, employees, customers, invitees, and other licensees of Tenant. The use and occupancy by Tenant of the

PERSONAL GUARANTY

For and in consideration of the agreement of Landlord to enter into the above Lease, the undersigned hereby personally guarantee the performance of Tenant under the terms and conditions of the Lease as the same may be modified from time to time by written agreement. It is acknowledged by the undersigned that this Personal Guaranty is joint and several and that said guaranty is unconditional and absolute. It is further acknowledged by the undersigned that the undersigned are not entitled to any notice of any modifications of the Lease, regardless of the nature of said modifications and regardless of whether or not said modifications materially modify the terms and conditions of the Lease, extend the length of the Lease, or further waive any right to notice of default by Tenant under the terms of said Lease, and agree that Landlord (or its successors and assigns) may look directly to the undersigned for performance of any and all terms and provisions of the Lease. It is expressly agreed by the undersigned that the obligations which the undersigned have undertaken pursuant to this Personal Guaranty may be waived only by a written document expressly setting forth the fact that said obligations are waived, which document must be signed on behalf of Landlord (or its authorized successors or assigns). It is further expressly acknowledged by the undersigned that Landlord would not enter into the Lease without the undersigned executing this absolute and unconditional Personal Guaranty. It is further expressly acknowledged and agreed that this Personal Guaranty shall be binding upon the heirs, successors and assigns of the undersigned.

Executed this 24th day of November, 2009.

DAVID DEDVUKAJ



David Dedvukaj - *personally*

DL # D312-135-022-227
SS # 370-37-6038

Signature of Spouse, if married

Executed this _____ day of _____, 2009.

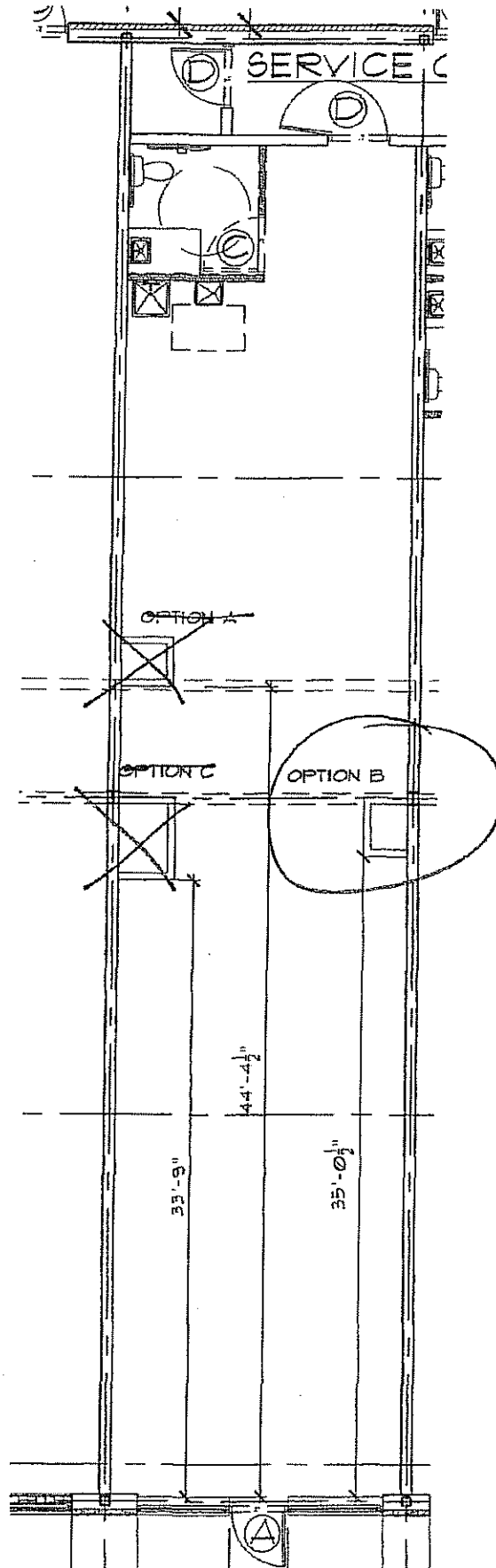
PETE DEDVUKAJ

Pete Dedvukaj - *personally*

DL # _____
SS # _____

Signature of Spouse, if married

EXHIBIT A-1
(CHASE LOCATION)



JD

EXHIBIT "C"

OPTION TO EXTEND THE TERM OF THIS LEASE

Whenever any inconsistency between the printed form of this Lease as completed and this Rider shall exist, the provisions of this Rider shall govern and control.

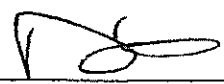
Option to Extend the Term of This Lease. If this Lease shall be in full force and effect and if Tenant shall not be in default under the terms and conditions of this Lease within the twenty-four (24) months prior to the expiration date of this Lease may be extended, then the Tenant may elect to extend the term of this Lease for a period of Five (5) years beginning with the expiration of the original Term. To exercise this renewal option, the Tenant shall give the Landlord written notice by certified mail, return receipt requested received by the Landlord at least one hundred eighty (180) days prior to the expiration of the original Term. In the event Tenant fails to provide 180 days prior notice to the expiration of the original Term then such failure shall be deemed a waiver by the Tenant of its right to extend the term of this Lease, time being of the essence.

- A. In the event that Tenant exercises its option to extend the term of this Lease, the minimum annual Base Rent for the option term(s) shall be AS LISTED BELOW Dollars per month payable in advance without demand deduction and/or setoff what so ever for each monthly period through the term of this Lease.

	YEARLY RENT	MONTHLY RENT
YEARS 6 - 10	\$35,007.00	\$2,917.25

- B. During the option period(s), all of the remaining terms and conditions of this Lease shall be in full force and effect; provided, however, the Tenant may only extend the original term of this Lease for a maximum period of five (5) years, and, in the event the Leased Premises are destroyed by fire or other casualty during the option period, then Landlord shall have no requirements to rebuild their Leased Premises. Any reference to the term of this Lease shall be deemed to include the extended term in the event the option to extend the term of this Lease is exercised by Tenant.

IN THE PRESENCE OF:



LANDLORD: THE BOULEVARD SHOPPES, L.L.C.


BY: ARKAN JONNA
ITS: MANAGING MEMBER



TENANT: DAVID & COMPANY, L.L.C.


BY: DAVID DEDVUKAJ
ITS: MANAGING MEMBER

EXHIBIT "D"

RULES & REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants. Such rules and regulations shall include but not be limited to:

- (a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Landlord.
- (b) The delivery or shipping of merchandise, supplies and fixtures to and from the demised premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the demised premises and the Shopping Center.
- (c) At Landlord's request, Tenant shall retain garbage and refuse removal service approved by Landlord, and expense of this service shall be borne by Tenant.
- (d) No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (e) No exterior loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the written consent of Landlord.
- (f) Tenant shall keep the Lease Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (g) The outside areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. Further, Tenant and Tenant's employees are prohibited from smoking or standing at the entrance of the Leased Premises and front sidewalk of the Shopping Center.
- (h) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. In the event Tenant, its agents or employees shall fail to park in spaces designated by Landlord, then in such event, Tenant agrees to pay Landlord, upon demand, Twenty and 00/100 (\$20.00) Dollars per violation for each day. Tenant shall furnish Landlord upon demand a complete description of their automobiles and license plate numbers to enable enforcement of the forgoing provisions.
- (i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
- (j) Tenant shall use at Tenant's cost such government approved pest extermination and at such intervals as may be required to maintain the premises in a sanitary condition.
- (k) Tenant shall not burn any trash or garbage of any kind in or about the demised premises or the Shopping Center.
- (l) No roof mounted signs shall be permitted. Tenant shall not penetrate the roof for any reason whatsoever.

WITNESS:



TENANT:



BY: DAVID DEDWICKAJ
ITS: MANAGING MEMBER

FRESCO

wood oven
pizzeria

wood oven pizza

margherita

basil, fresh mozzarella and
san marzano tomatoes

margherita + pepperoni

basil, fresh mozzarella, sliced
tomato and prosciutto with extra
virgin olive oil

salsiccia

house sausage, peppers,
red onion, tomato and fresh
mozzarella

bianca

onion, roasted mushrooms
and pecorino

4 formaggi

pecorino, caciocavallo,
parmesan and tomato

arugola

pecorino, baby arugola
and prosciutto

spinach

ricotta, spinach, olives and tomato

bbq chicken

bbq sauce, chicken breast,
red onion

build your own pizza

choose up to 3 toppings:
meatballs, mushrooms,
extra sauce, spinach,
sausage, pepperoni, onions

appetizers

marinated olives

meatballs-3

roasted peppers

salads

arugola

fresh baby arugola, prosciutto,
parmesan cheese with a balsamic
dressing

caprese

basil, fresh mozzarella, sliced
tomato and prosciutto with extra
virgin olive oil.

the fresco

fennel and walnuts with extra
virgin olive oil

hero sandwiches

(All on 8" Italian bread)

chicken parmesan

chicken cutlet with tomato sauce,
fresh mozzarella toasted in our
wood oven.

sausage & peppers

Italian sausage with roasted
peppers, onions, tomato sauce
and mozzarella roasted in our
wood oven.

meatball

meatballs covered with tomato
sauce, mozzarella and parmesan
roasted in our wood oven.

cold cut

sliced prosciutto with pickled red
pepper and tomato topped with
cheese, olive oil and balsamic
vinaigrette roasted in our wood oven.



Posted: Sept. 23, 2010

Wood-fired oven is the key to Fresco's crisp, aromatic pizzas

BY SYLVIA RECTOR
FREE PRESS RESTAURANT CRITIC

Chopping wood isn't typically required for pizza makers, but it's an important part of owner David Dedvukaj's job at the new Fresco Wood Oven Pizzeria in Rochester Hills.

His Italian-made wall oven requires a cord of split dry oak a week to keep the baking chamber at an ideal 650-750 degrees -- the temperature needed to bake one of his 10-inch thin-crust pizzas in 2 minutes or less.

The pies emerge crisp and aromatic, topped with the kinds of ingredients Dedvukaj (ded-VOOK-eye) enjoyed on pizzas in Italy when he lived in Europe for three years and played pro basketball in the Balkans.

He was amazed at how quickly the pizzas baked and loved how they tasted and looked. "It's like art," he says.

After Europe, he came home to metro Detroit, where he had played college ball at the University of Detroit Mercy. He thought about law school, but with the economy so tight, opening his own pizza business looked like a better bet.

He uses Italian Caputo flour for the crusts, makes sauce with San Marzano tomatoes and buys premium buffalo mozzarella. Toppings include flavorful Italian cheeses, arugula, roasted mushrooms, fresh basil and prosciutto.

The menu is short -- eight pizzas (\$8.50-\$11.50) plus a design-your-own option and a nicely edited selection of appetizers, salads and hero sandwiches. He hopes to have a tavern license by Thanksgiving.

The restaurant, across from Crittenton Hospital,

+seats about 30; hours are 11 a.m.-9 p.m. Monday-Thursday and 11 a.m.-10 p.m. Friday-Saturday. (1218 Walton; 248-841-1606 and www.frescowoodoven.com)

Chefs cook for Greening

Foodies won't want to miss the Live Love Local festival Saturday in Shed 5 at Detroit's Eastern Market. It will celebrate the Greening of Detroit's 20th anniversary with food samples from 20 top restaurants and cafés, plus local beverages, cooking demos and live music.

The list of participants -- all local-foods advocates -- ranges from Roast, the Lark and Eve the Restaurant to Mudgie's, Avalon International Breads and Cliff Bell's.

[Page 2 of 2]


The event is 11 a.m. to 5 p.m.; tickets are \$25 in advance, \$35 at the door. Tickets to an afterglow party are \$250. For tickets and details, go to www.greeningofdetroitlivelovelocal.eventbrite.com. Proceeds benefit Greening of Detroit, which works to build a greener city through plantings and educational programs.



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LAW OFFICES

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PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
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LISA J. HAMAMEH
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LINDA S. MAYER
GREGORY K. NEED
G. HANS RENTROP

40950 Woodward, Suite 300
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
KEVIN M. CHUDLER
COLEMAN E. KLEIN

October 13, 2010

VIA UPS 2ND DAY AIR MAIL

Ms. Jane Leslie, City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48307

Re: Request to Transfer Ownership and Location of Class C and SDM Liquor Licenses with Sunday Sales and Dance/Entertainment Permits from Maximum Management Inc., BID #177698, Located at 1711 E. Auburn, Rochester Hills, Michigan to David Dedvukaj Investments, LLC to be Located at 1218 Walton, Rochester Hills, Michigan and Request to Re-Classify the Class C License to a Tavern Liquor License, Cancel the Sunday Sales Permit and Dance/Entertainment Permit and Request a New Official Permit (Food).

Dear Ms. Leslie:

This is David Dedvukaj Investments, LLC's application to transfer ownership and location of the Class C license currently located in Rochester Hills from Maximum Management, Inc. and also to re-classify the license to a Tavern license.

David Dedvukaj Investments, LLC is seeking approval to transfer ownership and location of the Class C liquor license to operate a Wood Oven Pizzeria family restaurant, doing business as Fresco Wood Oven Pizzeria ("Fresco's"). Fresco's menu offers a variety of pizzas including a design your own pizza, appetizers, salads, and hero sandwiches. Fresco's hours of operation will be Monday through Thursday 11:00 am to 9:00 pm and Friday and Saturday 11:00 am to 10:00 pm. Fresco's is located at 1218 Walton, Rochester Hills, across Walton Boulevard from Crittenton Hospital.

Fresco's is approximately 1,200 square feet and has a seating capacity of 27 patrons. In addition to the restaurant, the shopping center has other tenants such as Buffalo Wild Wings, Red Olive Restaurant and Pei Wei Restaurant.

The sole member of David Dedvukaj Investments, LLC is David Dedvukaj. Mr. Dedvukaj opened Fresco's in July 2010 and currently has two employees but, with the addition of the liquor license, he will add a few additional employees. Mr. Dedvukaj started this venture after he played professional

basketball in Europe for 3 years. After his professional basketball career, he decided to come back to Michigan where he played college basketball at the University of Detroit Mercy and open his own business. Within 180 days from receiving his liquor license, Mr. Dedvukaj and his management staff will complete the required server training classes required by the Michigan Liquor Control Commission.

Enclosed for your review are the following:

1. Application fee payable to City of Rochester Hills for \$1,000.00.
2. Application form for member David Dedvukaj with the following attachments:
 - A. Filed articles of Organization and By-Laws with names of members and percentage of interest;
 - B. Statement of Money Lender for David D. Company, LLC for the proposed \$50,000.00 loan to David Dedvukaj Investments, LLC and bank letter regarding the source of the funds for the loan;
 - C. Purchase Agreement for the Liquor License;
 - D. Lease Agreement and proposed Amendment and Assignment of Lease;
 - E. Menu;
 - F. Floor plan of the establishment; and
 - G. Free Press Article on the business.
3. Seven (7) copies of this letter and the attachments.

Please begin the City's review of this application as soon as possible. If you have any questions, whatsoever, please feel free to call. We look forward to meeting with you and being heard on the City Council's Agenda as soon as possible. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED & ALLEN, P.L.L.C.



Kelly A. Allen

KAA/lbp
Enclosures

cc: David Dedvukaj (*with enclosures; via first class mail*)

Fri, Oct 29, 2010 at 3:18 PM

Kelly Winters <wintersk@rochesterhills.org>
To: Jane Leslie <lesliej@rochesterhills.org>
Cc: Scott Cope <copes@rochesterhills.org>

Jane,
I received a call from their Attorney, Kelly Allen. I called her Office and left a message, but did not hear anything back from her. The Building Department has no objection to the transfer of the license. The project was completed, and a Certificate of Occupancy issued. All related permits have been inspected and finalized.
I do have the original "Sheriff's Transfer Sign-Off" sheet on my desk and am waiting for direction on whether to sign it or not.
Good luck in th enext couple of days....I know you have alot on your plate!
Kelly

[Quoted text hidden]

[Quoted text hidden]

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the originator of the message.
Any views expressed in this message are those of the individual sender.

—
Kelly M. Winters
Deputy Director
City of Rochester Hills Building Department
(248)841-2444

www.rochesterhills.org

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<https://mail.google.com/a/rochesterhills.org/?ui=2&ik=cbb07c125d&view=pt&search=in...> 10/29/2010

Jane Leslie

From: DAlessandro, Judy [dalessandroj@oakgov.com]
Sent: Monday, October 18, 2010 1:47 PM
To: Jane Leslie
Subject: Class C Liquor License Application-David Dedvukaj

Hi Jane

Per Lt. Jacobs there are no objections to the transfer of the Class C Liquor License contingent on the review by the Sheriff's Office in Pontiac. Let me know if you need anything else.

Judy D'Alessandro

Administrative Coordinator

Oakland County Sheriff's Office

Rochester Hills Substation

(248) 537-3510

dalessandroj@oakgov.com

CITY OF ROCHESTER HILLS

Fire
Department

Todd M. Gary, Captain/Fire Marshal

DATE: October 20, 2010

TO: Jane Leslie

RE: Class C Transfer –
Fresco Wood Oven Pizzeria
1218 Walton Boulevard

Please be advised the Fire Department has no objections to the issuance of a Class C license to Fresco Wood Oven Pizzeria at 1218 Walton Boulevard.

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

TMG/lak



Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 570485

Business ID # 224864

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

SEPTEMBER 30, 2010

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

*Tom
10-5-10*

APPLICANT: DAVID DEDVUKAJ INVESTMENTS LLC

Home Address and Telephone No. or Contact Address and Telephone No.:
 DAVID DEDVUKAJ, 5150 GREAT FOSTERS DRIVE, ROCHESTER, MI 48306, H(248) 761-2007

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 OWNERSHIP OF 2010 CLASS C LICENSED BUSINESS, LOCATED AT 1711 E AUBURN, ROCHESTER HILLS, MI 48307, OAKLAND COUNTY FROM MAXIMUM MANAGEMENT INC. TO DAVID DEDVUKAJ INVESTMENTS LLC; TRANSFER LOCATION TO 1218 WALTON, ROCHESTER HILLS, MI 48307, OAKLAND COUNTY; & TRANSFER CLASSIFICATION TO A TAVERN LICENSE.

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)