



**CITY OF ROCHESTER HILLS
LIQUOR LICENSE APPLICATION**

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

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

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

New Class C License

Class C License (transfer)

Microbrewery/Distiller

Resort (transfer)

Tavern (transfer)

Other: Wine tasting room

GENERAL INFORMATION:

Applicant's Name: Modern Craft Winery LLC Date: 5/15/2023

Business Name: Modern Craft Winery

Address: 108 S. Mackinac Rd

Phone: 9893873300 Email: thomas.nixon@moderncraftwine.com

Are you the sole owner and proprietor? Yes No

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

Length of time business has been in operation: 11 years

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

None

SUBJECT PROPERTY:

Location of Proposed License: 882 Rochester Rd. Rochester Hills, MI

Does applicant presently own the premises? Yes No

If no, name of owner of premises: Jac Reijmer

Legal description of property: Southeast 1/4 of Section 15, Town 3 North Range 11 East, City of Rochester Hills

APPLICANT INFORMATION:

Applicant's Name: Tom Nixon

Phone No.: 9893873300

Address: 215 Cherry St #403

City: Au Gres, MI ST:

Age: 42 Citizenship: US

Date of Birth: 08/17/1980

Birthplace: (City/ST): Bay City, MI

If naturalized, year and place:

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

If a partnership, please complete the following:

Partner's Name: Phone No.:

Address: City: ST:

Age: Citizenship: Date of Birth:

Birthplace: (City/ST):

If naturalized, year and place:

Manager's Name: Phone No.:

Address: _____ City: _____ ST: _____

Age: _____ Citizenship: _____ Date of Birth: _____

Birthplace: (City/ST): _____

If naturalized, year and place: _____

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

NAME	ADDRESS	DATE OF BIRTH

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

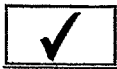
Yes No

If convicted of felony, please explain: _____

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



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



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



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



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

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

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

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

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

Describe the proposed character/type/theme of establishment: This will be a casual establishment
where patrons can partake in do-it-yourself activities while also tasting wine

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

We are taking a relationship with AR workshops who have a tenure in the community to work alongside them to
establish a wine tasting room operating in conjunction with their already existing operation

What other factors should the Rochester Hills City Council consider?

Modern Craft Winery has been in business for 11 years and specializes in this style
of relationship with other businesses. We currently operate 6 additional tasting rooms with similar relationships

SIGNATURES:

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

Signature(s) of Property Owner: _____

(Name)

Joe J. Payne 5-17-2023

(Date)

Signature of Applicant: _____

(Name)

Jon M...

5/15/2023

(Date)

Signature of Contact Person: _____

(Name)

Jon M...

5/15/2023

(Date)

APPLICATION FEE:

\$1,000.00 made payable to the *City of Rochester Hills*

NOTE:

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

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

Modern Craft Winery, LLC

108 S. Mackinac St
Au Gres, MI 48703
989-387-3300

Department of Planning and Economic
Development
1000 Rochester Hills Dr.
Rochester Hills, MI 48309

September 7, 2022

Dear Economic Development Board,

Modern Craft Winery, LLC of Au Gres, MI is desiring to establish premise in the Rochester Hills area. We wish to establish in the existing business of A/R workshops for the purposes of a wine tasting room. Modern Craft Winery specializes in creating relationships with other established business to offer a symbiotic relationship where both businesses benefit from the service. In this instance, A/R workshop offers entertainment services to their clients in the form of art workshops. Modern Craft Winery wishes to sublease space within the workshop such that clients would have the ability to consume products produced by Modern Craft Winery while they attend workshops. Services would also be available to public during hours of business. Both businesses feel the addition of a Modern Craft Wine tasting room would add to the experience of the workshop.

In this situation, the business is already established with all the furnishings needed to simply place the products in. Additional furniture would not be required. A wash basin may need to be established pending a review of the local health department.

Modern Craft Winery is skilled and tenured with these types of relationships. We have 6 locations, 5 of which have similar participant style relationships. Namely our West Branch location fits within a retail store and offers wine tastings and has been operating for 10 years. We also have a workshop similar in nature in Portland and has been operating for 4 years.

We hope Rochester will consider adding Modern Craft to its list of businesses.

Warm Regards,

Tom Nixon
Owner – Modern Craft Winery LLC

MORTGAGE SURVEY

CERTIFIED TO: LAKE TRUST CREDIT UNION,
SEAVER TITLE AGENCY, AND
MICHIGAN BUSINESS CONNECTION, LLC.

APPLICANT: PINETREE PROPERTIES III, LLC.

PROPERTY DESCRIPTION:

Land situated in the City of Rochester Hills, County of Oakland, State of Michigan, described as follows:
Part of the Southeast 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point located North along the East section line 736.90 feet (recorded as 738.90 feet, assessed as 738.40 feet) and North 89 degrees 52 minutes 50 seconds West 61.03 feet (recorded as 60.00 feet) from the Southeast corner of said Section 15; thence North 89 degrees 52 minutes 50 seconds West 534.00 feet; thence North 430.57 feet; thence South 89 degrees 52 minutes 23 seconds East 219.00 feet; thence South 140.04 feet; thence South 89 degrees 52 minutes 50 seconds East 315.00 feet; thence South 290.50 feet to the Point of Beginning.

Also assessed for tax purposes as:
Part of the Southeast 1/4 of Section 15, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point located North along the East section line 736.90 feet and from the Southeast corner of said Section 15; thence North 89 degrees 52 minutes 50 seconds West 594.00 feet; thence North 430.57 feet; thence South 89 degrees 52 minutes 23 seconds East 219.00 feet; thence South 140.04 feet; thence South 89 degrees 52 minutes 50 seconds East 375.00 feet; thence South 290.50 feet to the Point of Beginning, the above assessed legal covers additional land.

Note: The property description is as furnished by client.

NOTE: A BOUNDARY SURVEY IS NEEDED TO DETERMINE EXACT SIZE AND/OR LOCATION OF PROPERTY LINES, AND FENCE LOCATIONS.

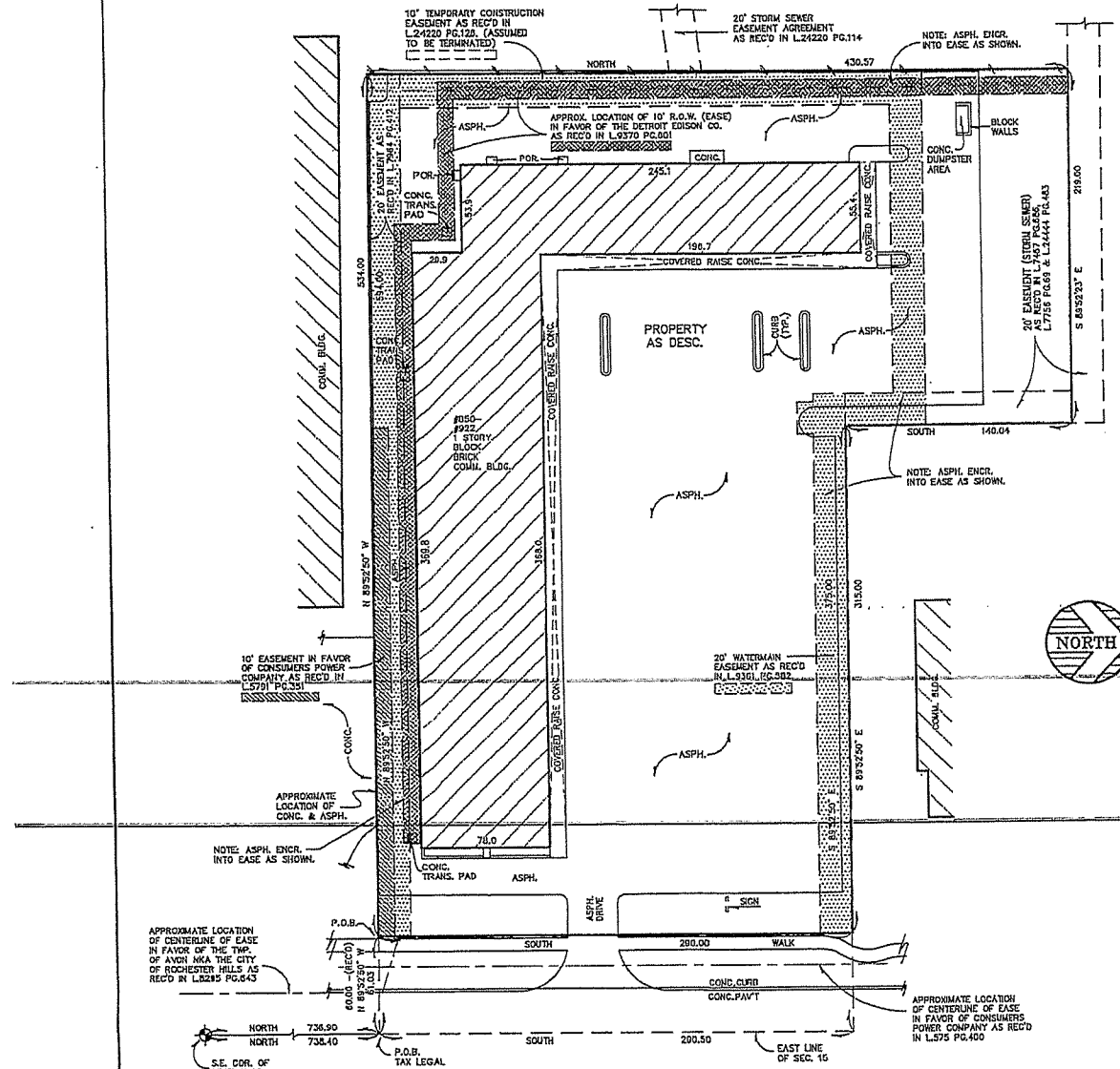


THIS SURVEY DRAWING IS VOID IF THE PROFESSIONAL SEAL IS NOT IN BLUE INK.

KEM-TEC		PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES	
A GROUP OF COMPANIES			
Eastpointe (313) 265-7222	Detroit (313) 784-0477	Ann Arbor (734) 961-0888	Grand Blanc (810) 641-0011
FAC (313) 772-6448		FAC (313) 772-6444	
FAC (734) 524-0071		FAC (313) 824-8825	
www.kemtecgroupcompanies.com			
PREPARED FOR: JAC REIJMER			
DATE: 06/10/15	JOB #: 15-02105		
SCALE: 1" = 50'	REV.: 06/18/15		
DRW. BY: LAO	REV.:		

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the aforementioned applicants, mortgagee, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

J. Swick



S. ROCHESTER ROAD 120' WD.

jnreijmer@comcast.net

From: AR Workshop Rochester MI <rochester@arworkshop.com>
Sent: Thursday, August 4, 2022 8:19 AM
To: Jac Nadine
Subject: Re: Lease Extension Agreement_AR WORKSHOP 062822

LEASE EXTENSION AGREEMENT

FOR LEASE BETWEEN PINETREE PROPERTIES III
AND
A/R Workshop

THIS LEASE EXTENSION AGREEMENT is made and entered into by and between PINETREE PROPERTIES III (Landlord) whose address is: PO Box 3, Bloomfield Hills, MI 48303 and A/R Workshop (Tenant) whose address is: 882 S Rochester Rd, Rochester Hills, MI 48307

In consideration of the covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The parties executed a certain Lease Agreement dated March 14, 2019, for the premises located at 882 S Rochester Rd, Rochester Hills, MI 48307

The parties wish to extend the term of the Lease

All terms, conditions, and provisions of said Lease Agreement are hereby incorporated by Attachment (see Exhibit A.)

2. Extension of Prior Lease Term: The parties hereby agree to extend and continue the aforementioned Lease Agreement for an additional 36 months, commencing on June 10, 2022 and ending on June 9, 2025.

3. Revised Rent Payments: The rent shall be payable in equal monthly installments of \$ 2,500.00 for the first year of this Lease extension. A Late fee of \$200.00 will be added if payment is not received by the 20th of the month.

The Total Monthly Rent for year 2 shall be \$2,500.00
The Total Monthly Rent for year 3 shall be \$2,500.00

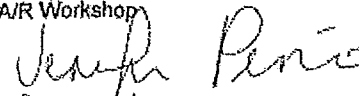
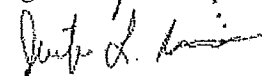

4. It is further provided, however, that all other terms of the Lease Agreement shall continue during this extended term as set forth herein.

5. This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

Landlord:
Pinetree Properties III

Tenant:
A/R Workshop


By: Jac Reijmer (Landlord)
Pinetree Properties III




By: (Tenant) Date: 7/15/22

Date:

22-4-22

1) THIS LEASE made this 14th Day of March, 2019, by and between, PINETREE PROPERTIES III, LLC, the Landlord, whose address is: 13 Oaks Court, Bloomfield Hills, MI 48304 hereinafter designated as the Landlord, and Mulrenin Brothers Management Company, LLC, whose address is: 223 South Main Street Rochester Hills, MI 48307, hereinafter designated as the Tenant.

2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Rochester Hills, County of Oakland, State of Michigan, to-wit:

Commonly known as: 882 S. Rochester Road, which contains approximately 1,800 sq. ft. and located in the South Hill Plaza building on Rochester Road Rochester Hills, MI 48307.

At Tenant's request, Landlord agrees to furnish Vanilla Box, not to include any flooring expense.

For the term of Three (3) Years (2) Months (38 months), beginning April 10, 2019. Rental payments shall start on the 10th day of June 2019.

If Rental payment is not received by Landlord by the 10th of the month then a \$100.00 late fee will be added and be payable by the Tenant to the Landlord by the end of that month.

Tenant shall pay a rental rate as follows:

Year:	Per Square Foot	Monthly Rent:	Annual:
1	\$15.00	\$2,250.00	\$27,000.00
2 & 3	\$18.25	\$2,737.50	\$32,850.00

Landlord shall be responsible for the property taxes, insurance, and common area maintenance charges related to the property shopping center.

Landlord shall not charge for percentage rents, merchant association, membership fees, and costs for promotional funds or capital expenses.

At the commencement of this Lease the Tenant shall pay to the Landlord, the amount of \$4,987.50 which amount represents 1st month's rent and last month's security deposit.

OPTION TO EXTEND. Provided Tenant is not in default of this Lease, Tenant shall have the option to extend this lease for One (1) additional term(s) of Three (3) year(s) at a price mutually agreed upon between both parties of this lease. To exercise the option(s), Tenant must provide Landlord with prior written notice at least 120 days prior to the otherwise applicable termination date.

3) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved.

4) All payments of rent or other sums to be made to the Landlord shall be made at such a place, as the Landlord shall designate in writing from time to time.

5) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, then within 5 business days of written notice, the Landlord may at its option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

6) Except to a majority owned subsidiary or affiliate for which consent is not required, the Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to reenter and repossess the leased premises.

BANKRUPTCY
AND
INSOLVENCY

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

RIGHT TO
MORTGAGE

8) The Landlord reserves the right to subject and subordinate this lease at all times TO MORTGAGE to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver within 15 days such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees. However, as long as Tenant is not in default under this Lease, the foreclosure of a mortgage given by Landlord shall not affect Tenant's leasehold rights. If the Landlord defaults on the payment of its mortgage on the premises, Tenant has the option of making the monthly payment owed and deducting the amount from the rent owed hereunder.

USE AND
OCCUPANCY

9) It is understood and agreed between parties hereto that said premises during the continuance of this lease shall be used and occupied for ("Tenant's Use") Business and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises.

FIRE

10) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provides further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, or if destroyed in whole and cannot be repaired within ninety (90) days, then either party may at his option terminate this lease forthwith by a written notice to the other. Notwithstanding the foregoing, if more than 25% of the Premises is destroyed by fire, and Landlord cannot restore the Premises within 90 days of the incident, Tenant can terminate this Lease and will have no further payment obligations from the date of the incident forward.

REPAIRS

11) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore agrees to keep in good order and repair the roof and the four outer walls of the premises but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith. Tenant shall be responsible for maintenance (but not replacement) of electrical, plumbing, and HVAC in accordance with manufacturer's specifications. Notwithstanding the foregoing, Landlord shall warrant the repairs of electrical, plumbing, and HVAC for the first six months of the Term.

TENANT TO
INDEMNIFY

12) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises except for liability resulting from the negligence, omission, intentional acts, or breach of this Lease by the Landlord, its employees, agents, invitees, or business visitors; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of One Million and 00/100 (\$1,000,000.00) Dollars for damages resulting from any one occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars for damages resulting from one casualty, and One Million and 00/100 (\$1,000,000.00) Dollars property damage insurance resulting from any one occurrence. Tenant shall deliver certificates of said policies to the Landlord and upon Tenant's failure to do so within fifteen (15) days of Landlord's request, the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

REPAIRS AND
ALTERATIONS

13) Except as provided in Paragraph 12 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, which consent shall not be unreasonably withheld or delayed, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

Tenant shall at its own expense and at the commencement of this Lease perform alterations to the said premises. Tenant shall upon completion of plans and specifications provide a copy to the Landlord for approval, which shall not be unreasonably withheld. These alterations shall fully comply with all Federal, State and Local building codes. Landlord shall not be responsible for any repairs or building requirements what so ever by any government agency. Tenant shall receive keys to the space upon execution of Lease to prepare and perform Tenant build out.

EMINENT DOMAIN
RESERVATION

14) If the whole or any substantial part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day, and from that day the Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in possession of the remainder of same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business. Notwithstanding the forgoing, if more than 25% of the Premises is taken by eminent domain, and Landlord cannot restore within 90 days, Tenant may terminate this Lease.

15) The Landlord reserves the right of free access at all times to the roof of said leased premises. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

CARE OF PREMISES

16) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yard) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event the Tenant agrees to pay all reasonable charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant within ten (10) days after the bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

CONDITION OF
PREMISES AT TIME
OF LEASE

17) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County, State and Federal authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. The Landlord represents and warrants that the premises comply with all building codes or any rules or regulations promulgated by any governmental agency as of the date of this Lease.

The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease "As Is".

18) Notwithstanding the foregoing, Landlord represents:

- Mechanical, electrical and plumbing systems delivered in good working order
- Restroom delivered in good working order
- Existing HVAC delivered in good working order
- Premises in "broom clean" condition

19) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

RE-RENTING

20) The Tenant hereby agrees that for a period commencing One Hundred Twenty (120) Days prior to the termination of this lease or options, the Landlord may with reasonable notice to Tenant, show the premises to prospective Tenants or Purchasers, and Sixty (60) Days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary marketing signs.

HOLDING OVER

21) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

GAS, WATER, HEAT
ELECTRICITY

22) The Tenant will pay all charges made against said leased premises for gas, water, heat and electricity during the continuance of this lease, as the same shall become due.

ADVERTISING
DISPLAY

23) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

ACCESS TO
PREMISES

24) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same upon twenty-four (24) hour notice to Tenant. If the Landlord deems any repairs necessary to maintain the building in the same or similar condition in which it was at the commencement of this Lease, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at eight (8%) percent per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

- REENTRY 25) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained and fails to cure the default within ten (10) days of receiving written notice of the default from Landlord, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Tenant and each and every occupant to remove and put out.
- QUIET ENJOYMENT 26) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
- EXPENSES-DAMAGES REENTRY 27) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the reasonable expense incurred in obtaining possession of said premises, and also all reasonable expenses and commissions which may be paid in and about the letting of the same, and all other damages. Notwithstanding the above, if occurrence described above occurs within the last three (3) months of this lease term, Tenant shall not be charged for expenses and commissions for reletting.
- REMEDIES NOT EXCLUSIVE 28) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- WAIVER 29) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
- DELAY OF POSSESSION 30) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.
- NOTICES 31) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.
- 32) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".
- 33) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- 34) Personal guaranty is given; Paragraph 37 on the last page shall be deemed a part of this lease.
- 35) This Lease has been prepared for submission to your attorney for approval. No representation or recommendation is made by Pinetree Properties III, LLC as to the legal sufficiency, legal effect or tax consequences of this Lease or the transaction relating thereto. The parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Lease.

TRUTH IN RENTING ACT PROVISIONS: Landlord and Tenant specifically agree that this lease shall not, is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.

The address of the Landlord for purposes of notice under the Truth in Renting Act and for all other purposes is 13 Oaks Court, Bloomfield Hills, MI 48304

LANDLORD: Pinetree Properties III, LLC
A Michigan Limited Liability Company

By: Jac Rejmer
Its: Manager

TENANT: Mulrenin Brothers Management Co., LLC
A Michigan Limited Liability Company

By: Patrick R. Mulrenin
Its: Owner

GUARANTY

36) All notices to be given under this License by either party will be written and shall be delivered in person, or by certified mail, return receipt requested, postage pre-paid, or by express mail delivery services, or by fax addressed to the party at the address set forth below, or to such other address as notified in writing by the parties. Notice will be deemed given as of the date of receipt or rejection or inability to deliver as shown on the return receipt, transaction report or similar advice of delivery or attempted delivery, or if delivered in person, the affidavit of the person making such delivery shall be conclusive proof of the delivery and the date and time of delivery.

As to Landlord

Pinetree Properties III
13 Oaks Court
Bloomfield Hills MI 48304

As to Tenant

Mulrenin Brothers Management Company, LLC
223 S. Main Street
Rochester, MI 48307
Ph: 248-656-0618

With a copy to:

K & M Rochester, LLC
33204 Hampshire
Livonia, MI 48154

37) As additional security for Tenant's performance of its obligations under this License, and as a material inducement to Landlord, without which Landlord would not enter into this License, Tenant agrees to cause to be delivered to Landlord, together with Tenant's delivery of this License to Landlord, a fully executed Guaranty of License in the form of Exhibit B attached hereto and incorporated herein by reference.

This Guaranty (this "Guaranty") annexed to and forming a part of License dated April 4TH 2019, by and between PINE TREE PROPERTIES III LLC, a Michigan limited liability company, as Landlord, Mulrenin Brothers Management Company, as Tenant.

The undersigned, Jennifer Perino whose address is 16628 Quakertown Lane, Livonia, MI 48154, Kimberly Berlin whose address is 251 E. Market Street, Apt. 105, Oxford, MI 48371, Jennifer Amin whose address is 33204 Hampshire, Livonia, MI 48154, and Patrick Mulrenin whose address is 223 S. Main Street, Rochester, Michigan 48307, jointly and severally, in consideration of the licensing of the Licensed Premises described in the annexed License ("License") to the above named Tenant ("Tenant"), does hereby covenant and agree as follows:

- A. The undersigned does hereby guarantee the full, faithful and timely payment by Tenant of all of the payments of Tenant under and pursuant to the License for the first twelve (12) months of the term of the License. If Tenant shall default at any time in the payment of any rent or any other sums costs or charges whatsoever, under or pursuant to the License, then the undersigned, at its expense, shall on demand of said Landlord ("Landlord") fully and promptly, and well and truly pay all rent, sums, costs and charges to be paid by Tenant, under or pursuant to the License, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees

pursuant to the License, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. The undersigned hereby waives all requirements of notice of the acceptance of the Guaranty and all requirements of notice of breach or non-performance or non-observance by Tenant or proof of notice or demand. The undersigned further covenants and agrees that: (i) the undersigned shall be bound by all of the provisions, terms, conditions, restrictions and limitations contained in the License which are to be observed or performed by Tenant thereunder, the same as if the undersigned were named therein as Tenant; and (ii) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any assignment, sublicense or transfer of the License, whether or not the undersigned shall have knowledge or have been notified of or agreed or consented thereto.

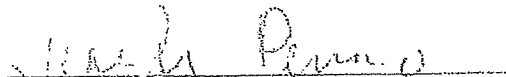
- B. The obligations of the undersigned hereunder are independent of, and may exceed the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first, simultaneously or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the License. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's right under the License, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.
- C. The undersigned further agrees that, to the extent that the Tenant makes a payment or payments to the Landlord or the Landlord receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise required to be repaid to the Tenant, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Tenant or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date of such initial payment, reduction or satisfaction occurred. The undersigned shall defend and indemnify the Landlord, of and from any claim or loss under this paragraph including the Landlord's attorneys' fees, costs and expenses and other expenses in the defense of any such action or suit. The undersigned waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Tenant under the License or any rights of contribution from any other guarantors of such liabilities.
- D. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, holdover, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under the License regardless of whether the undersigned shall have consented thereto, it being acknowledged and recognized that any amendment, renewal, extension, holdover, assignment, subletting, concession, franchising, licensing or permitting is intended to include (i) a material modification of economic terms contained in the License including without limitation an increase in rent and/or extension of the term of the License beyond any renewal terms expressly provided in the License, and (ii) any other kind of modification that under state law is considered to be "material". Without limiting the foregoing, this Guaranty shall be applicable to any obligations of Tenant arising in connection with a termination of the License, whether voluntary or otherwise. The undersigned hereby waives notice of any of the foregoing, and agrees that the liability of the undersigned

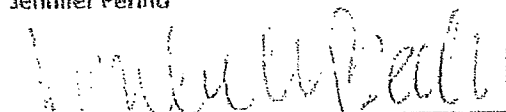
assignees, subTenants, permittees or others directly or indirectly operating or conducting a business in or from the demised premises, as fully as if any of the same were the named Tenant under the License.

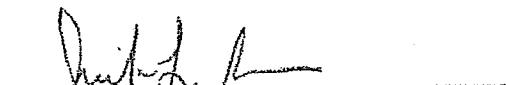
- E. The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or terminated the License due to a default of Tenant.
- F. This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, or bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the License in any such proceedings or otherwise.
- G. If this Guaranty is signed by more than one party, their obligation shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.
- H. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part. This Guaranty shall be governed by and construed in accordance with the laws of the State of Michigan.
- I. In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of the attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.
- J. The execution of this Guaranty prior to execution of the License shall not invalidate this Guaranty or lessen the obligation of Guarantor(s) hereunder.

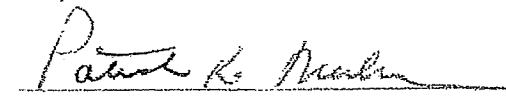
IN WITNESS WHEREOF, the undersigned has executed this Guaranty this 5th day of April, 2019.

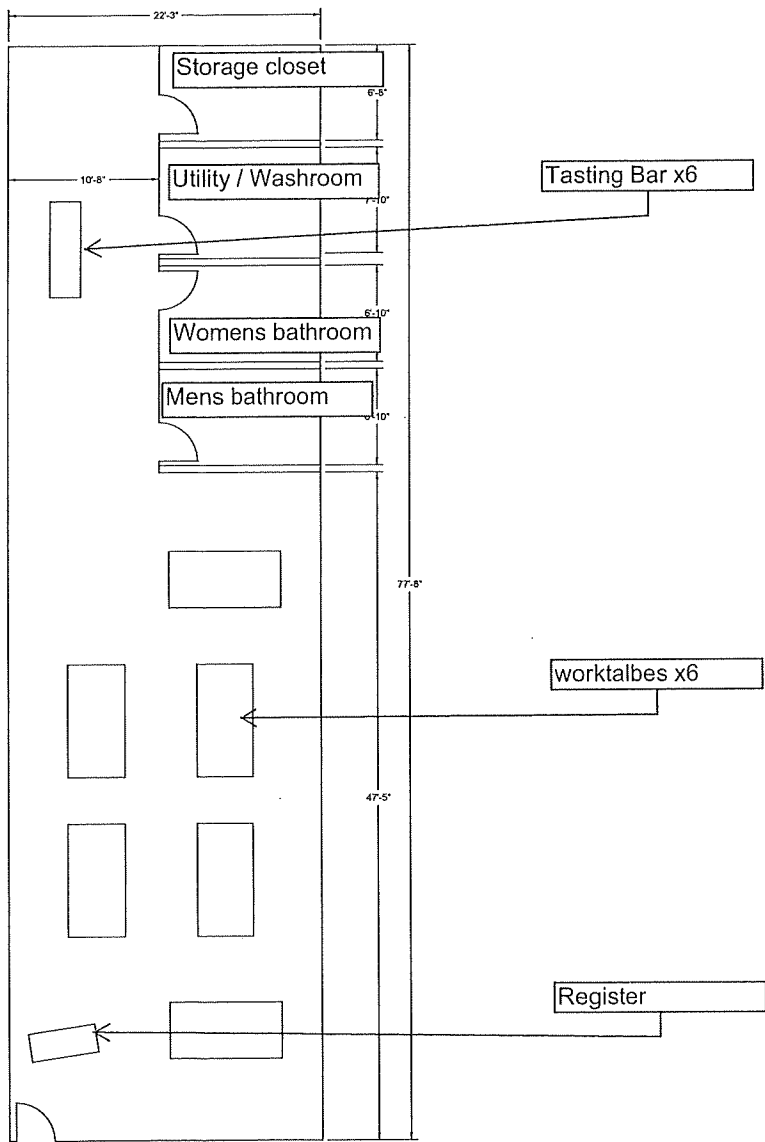
WITNESSES:

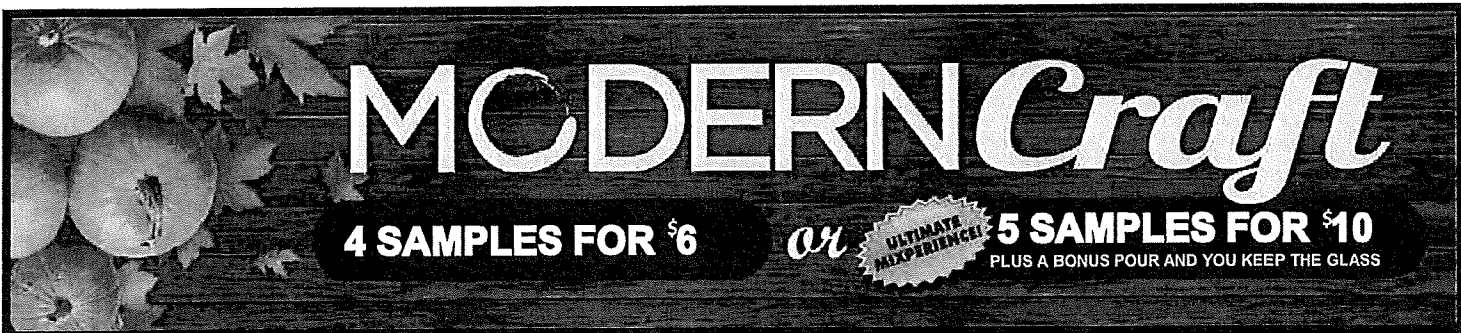

Jennifer Perino


Kimberly Berlin


Jennifer Amin


Patrick Mulrenin





Break free from the **ordinary** world of red and white and experience wine that is anything but routine

00/0 DRY	1-2 OFF DRY	3-4 SEMI-SWEET	5-6 SWEET	7 VERY SWEET
PINKY UP WHITE WINES				
③	NORTHBOUND WHITE <i>Blend of Syval Blanc</i>	\$18.00		
PINKY UP RED WINES				
①	OLD CHARITY RED <i>Syrah aged with French Oak</i>	\$19.00		
①	ALL NIGHT RED <i>Light Fruity Michigan Red Blend</i>	\$19.00		
②	Au SABLE RIVER RED <i>Full bodied Merlot with classic earthy undertones</i>	\$18.00		
③	NORTHBOUND RED <i>Crisp and fruity Michigan Frontenac blend</i>	\$18.00		

NATURALLY FRUIT INFUSED WINES

④ Naturally fruit infused semi-sweet grape wine bursting with fresh flavors

④	WHITE LEMON	\$15.50
④	MANDARIN	\$15.50
④	PEACH	\$15.50
④	TROPICAL FRUIT	\$15.50
④	APPLE	\$15.50
④	GRAPEFRUIT	\$15.50
④	RASPBERRY	\$15.50
④	BLACKBERRY	\$15.50
④	CHERRY	\$15.50
④	GRAPESICLE	\$15.50

SPECIALITY WINES

④	BLACK ICE <i>Bold raisin and brandy infused red</i>	\$22.00
⑤	FUDGE <i>Rich decadent red infused with real fudge</i>	\$18.00
⑦	WHITE GLACIER <i>Rich Riesling ice wine</i>	\$25.00



LIMITED RELEASE

②	AU SABLE RIVER RED RESERVE	\$19.00
④	NORTHBOUND FALL <i>Honey, peach, and white wine with cinnamon and fall spice</i>	\$17.00
④	DARK CHERRY <i>Available November 2022</i>	\$18.00



#GETINTHEMCMIX

- **SLOW JUKE JUICE**
Blackberry wine & Lemonade
 - **FUZZY CHERRY**
Cherry wine & Peach wine
 - **SUNSET**
Peach wine & Raspberry wine
 - **CRAN-GRAPE**
Grapesicle wine & Cranberry juice
 - **BLUEBERRY ZINGER**
White Lemon & Blueberry Red Bull
 - **MIMOSA**
Grapefruit wine, OJ, & Cranberry
 - **MC CHERRY PEPPER**
Cherry wine & Dr. Pepper
 - **LUAU**
Tropical wine & Cran-Apple Juice
 - **MC ROCK AND RYE**
Blackberry & Raspberry wine & Cream Soda
- FAYGO CREAM SODA MIXES**
- CHERRY ○ MANDARIN ○ FUDGE
 - BLACKBERRY ○ RASPBERRY

--15% OFF A MIX AND MATCH CASE EVERY DAY -- ASK YOUR MIXOLOGIST ABOUT WINE OF THE MONTH SALES