

City of
ROCHESTER HILLS

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

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

CHAPTER 6

DATE: September 7, 2004 New Class C License

PHONE: 248-765-9980 Transfer of Class C License

Entertainment Permit

I(We) Tim Williams and Shane La Rocca
(Give Name of Individual or in Partnership or Corporation persons entitled to share in the profits thereof)

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

La Rocca & Williams L.L.C

Tim Williams

1582 Charter Oak Dr

Rochester Hills, MI 48309

Shane La Rocca

31609 Gloede Dr

Warren, MI 48088

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

Tim Williams 10/28/76 27 yrs old

Shane La Rocca 5/19/75 29 yrs old

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

Tim Williams - U.S. Citizen and U.S. resident

Shane La Rocca - U.S. Citizen and U.S. resident

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

Tim Williams - no other business

Shane La Rocca - no other business

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

Tappers Pub

877 E. Auburn Rd.

Rochester Hills, MI 48307

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

We have not applied for a license to sell beer, wine, or spirits other than described in this application.

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

Neither of us have ever been convicted of anything.

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

See attached lease agreement.

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

We will be providing food sales.

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

No new construction will take place. No remodelling will take place. We plan to re-arrange a few items and change some of the decor.

Attach financial statement of applicant(s).

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

Fee: \$1,000

I (We) Tim Williams & Shane La Rocca

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.

[Signature] 9/9/04
Signature Date

[Signature] 9/9/04
Signature Date

Signature Date

Signature Date

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CITY OF ROCHESTER HILLS

1000 Rochester Hills DR. Rochester Hills, MI 48309

LA ROCCA AND WILLIAMS LLC

DATE: 9/29/2004
RECEIPT NO: 962646 DL
DEPOSIT NO:

G/L NUMBER -----	DESCRIPTION -----	PERMIT -----	AMOUNT -----
101 451008	Lic. & Pmts.-Clerks Dept.		1,000.00
	TOTAL AMOUNT:	1,000.00	
	CASH AMOUNT:	.00	
	CHECK AMOUNT:	1,000.00	
	CREDIT CARD:	.00	
	DEBIT CARD:	.00	
	TOTAL RECEIVED:	1,000.00	
	CHANGE TENDERED:	.00	

CHECK #: 1002

RECEIVED BY: TREASURER/LEMANSK\$

RETAIL LEASE AGREEMENT

THIS LEASE made this 28th day of April, 2004 by and between AUBURN-JOHN R LIMITED PARTNERSHIP, a Michigan Limited Partnership, whose address is 30200 Telegraph Road, Suite 403, Bingham Farms, MI 48025-4506, as Lessor (hereinafter designated as the "Landlord"), and LAROCCA & WILLIAMS, LLC, whose address is 1582 Charter Oak Drive, Rochester Hills, MI 48309, telephone number: 248-765-9980, EIN: # _____, as Lessee, (hereinafter designated as the "Tenant").

413-2046717

WITNESSETH:

1.0 Grant And Use.

1.1 Grant. The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease to the Tenant, upon the terms and conditions set forth below, the following described premises situated in the City of Rochester Hills, Oakland County, Michigan:

877-885 E. Auburn Road, approximately 2,764 square feet within the Rochester Hills Shopping Center as the same was occupied by "Tapper's Pub" (the "Demised Premises").

1.2.1 Use And Occupancy. During the term of this Lease, (a) the Demised Premises shall be used and occupied only for a licensed bar and restaurant; (b) Tenant shall not conduct its business in a manner which will cause an increase in Landlord's casualty or liability insurance premiums; (c) Tenant will comply with all reasonable requirements of Landlord's and Tenant's insurance policies and the insurers; (d) Tenant shall not use the Demised Premises for any purpose in violation of any law, municipal ordinance, or regulation, or which would violate or cause Landlord to violate the terms of any lease to which Landlord is a party, or any other agreement encumbering the Demised Premises and/or the Shopping Center of which the Demised Premises is a part; and (e) Tenant shall not perform any acts or carry on any practices which may injure the Demised Premises or the Shopping Center or be a nuisance, disturbance or menace to the other tenants of the Shopping Center. Tenant shall not use, generate, store, or dispose in, on or about the Demised Premises or the Shopping Center any substance, materials or wastes that are subject to regulation under any federal, state or local laws or regulations from time to time in effect concerning hazardous, toxic or radioactive materials. Tenant shall promptly pay all personal property tax bills and assessments pertaining to Tenant's personal property in the Demised Premises. Landlord shall not, so long as Tenant has not defaulted in the performance of any of Tenant's obligations under this Lease, enter into any new leases at the Rochester Hills Shopping Center permitting use of any portion of the premises for the operation of a bar; provided, however, that nothing herein is intended nor shall it be construed or asserted to affect the rights of any other tenants under existing leases, as such leases may be extended, renewed and/or replaced.

1.2.2 Outdoor Seating. Subject to Landlord's further consent (and upon such terms and conditions as Landlord may require), and approval by all municipal and regulatory authorities (including but not limited to the Michigan Liquor Control Commission), Tenant may use a portion (as determined to be mutually acceptable to Landlord and Tenant) of the sidewalk immediately in front of the Demised Premises for patron seating. Tenant's use of a portion of the sidewalk shall not, under any circumstances, be permitted if such use materially interferes with use of the sidewalk by patrons, invitees and/or customers of the balance of the Shopping Center of which the Demised Premises form a part.

2.0 Conditions Precedent. This Lease will become effective upon satisfaction of the following conditions precedent: (a) the approval by all government agencies of the transfer to Tenant of the existing liquor license for use at the Demised Premises; and (b) the termination of the existing lease dated September 18, 2002 between Kott, Inc. and Auburn-John R Limited Partnership.

3.0 Term. The term of this Lease shall be five (5) years (the "Term") commencing on the 1st day of the first calendar month following satisfaction of the conditions precedent. Upon satisfaction of the conditions precedent, the parties shall execute a memorandum confirming the commencement date and expiration date of the Term.

4.0 Rent.

4.1 Base Rent. Tenant shall pay to Landlord base rent in the amount of ONE HUNDRED SEVENTY-ONE THOUSAND AND 00/100 (\$171,000.00) DOLLARS (the "Base Rent") in lawful money of the United States. So long as Tenant is not in default of its obligations under this Lease, the Base Rent shall be payable in monthly installments in advance, without offset or deduction whatsoever, upon the 1st day of each and every month as follows:

- (a) Commencing on the first day of the Term, the sum of \$2,750.00, in addition to all other sums due under this Lease (whether or not denominated as "Additional Rent"), and a like sum due and payable in advance on or before the first day of each and every month through the first (1st) day of the thirty-sixth (36th) month of the Term; and
- (b) Commencing on the first (1st) day of the thirty-seventh month of the Term, the sum of \$3,000.00, in addition to all other sums due under this Lease (whether or not denominated as "Additional Rent"), and a like sum due and payable in advance on or before the first day of each and every month through the balance of the Term.

4.2 Sales And Use Tax Imposed On Lease. Tenant shall be responsible for payment of any Sales Tax or Use Tax imposed on this Lease by any federal, state or local government.

4.3 Late Payment. In the event Tenant fails to pay to Landlord when due any installment of Base Rent or other sum to be paid to Landlord which may become due hereunder (including but not limited to Additional Rent), Landlord will incur additional expenses in an amount not readily ascertainable; and, upon each such failure, Tenant will pay Landlord a late charge of ten (10%) percent of such installment or other sum overdue in any month (with a minimum charge of One Hundred Fifty and 00/100 (\$150.00) Dollars in any one month) and ten (10%) percent each month thereafter until paid in full. Failure to pay such late charge upon demand shall independently be an event of default hereunder. The imposition and collection of the late charge shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

4.4 Alteration Of Shopping Center. Landlord reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center; to enlarge, reduce or modify the Shopping Center; to make alterations therein or additions to the Shopping Center; to build additional stories on any building or buildings within the Shopping Center; and to build adjoining thereto and to construct decks or elevated parking facilities and free-standing buildings within the parking lot areas of the Shopping Center. Landlord reserves the right to relocate, at any time, the various buildings, parking areas and other common areas at the Shopping Center. Tenant acknowledges that the existing site plan for the Shopping Center creates no easement rights in the common areas shown thereon, but only the right to use said areas in common with all other Tenants and occupants of the Shopping Center, and to such others to whom Landlord has granted, or may hereafter grant rights to use the same, as said common areas may exist from time to time during the Term of this Lease. In the event Landlord elects to enlarge the Shopping Center, any additional area within such enlargement may at Landlord's election be included by Landlord in the definition of "Shopping Center" for the purpose of this Lease. Landlord shall, to the extent reasonably practicable, notify Tenant if any alteration of the Shopping Center will, in Landlord's reasonable judgment, affect parking abutting the Demised Premises, or Tenant's location within the Shopping Center; and shall not alter the parking in any manner that would materially affect access to the Demised Premises.

5.0 Lessee's Improvements.

5.1 "As-Is Condition". By opening for business, Tenant shall be deemed to have: (i) accepted the Demised Premises; (ii) acknowledged that the Demised Premises are in the condition called for under this Lease; (iii) agreed that the obligations of Landlord imposed under this Lease have been fully performed and that Landlord is not in default nor has Landlord breached any portion of this Lease; and (iv) that Tenant accepts the Demised Premises in an "as-is" condition.

5.2 Alterations By Tenant.

5.2.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises (other than redecoration items, such as carpeting, painting, and wall coverings) without

26.1 Tenant shall have one (1) option to extend the Term of this Lease for an additional period of sixty (60) months ("Renewal Term") or until the Renewal Term shall earlier terminate or expire under the provisions of this Lease, provided that the following conditions are satisfied: (i) the Tenant notifies the Landlord in writing, via certified mail, return receipt requested, of its election to exercise the option to renew not later than one hundred twenty (120) days prior to the expiration of the Term; and (ii) at the commencement of such Renewal Term Tenant is not then in default, nor has there been any uncured Event of Default since the commencement date of the Term. Any termination of this Lease during the Term shall automatically terminate the option of Tenant with respect to the Renewal Term.

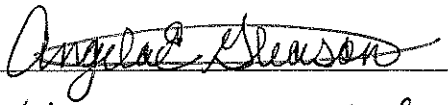
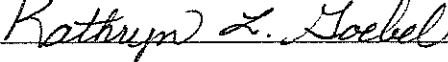
26.2 Provided that all conditions precedent described in this Paragraph 26.1 above are satisfied, then the term of this Lease shall be deemed extended upon the same terms, covenants, and conditions as those set forth herein, except as to the amount of the Base Rent payable under Paragraph 3.0 hereof and except that there shall be no option to further extend. The aggregate Base Rent for the Demised Premises payable pursuant to Paragraph 3.0 hereof during the Renewal Term shall be \$187,200.00. So long as Tenant is not in default of its obligations under this Lease. Base Rent shall be payable in monthly installments in advance, without offset or deduction whatsoever, as follows:

(a) Commencing on the first day of the Renewal Term, and continuing on the first day of each month thereafter through the twenty-fourth (24th) month of the Renewal Term, the sum of \$3,000.00 per month, in addition to all other sums due under the Lease (whether or not denominated as "Additional Rent").

(b) Commencing on the first day of the twenty-fifth (25th) month of the Renewal Term and continuing on the first day of each month thereafter through the balance of the Renewal Term, the sum of \$3,200.00 per month, in addition to all other sums due under this Lease (whether or not denominated as "Additional Rent").

IN WITNESS WHEREOF, Landlord and Tenant have each caused this Lease to be executed in duplicate as of the day and year first written above.

WITNESS:

AUBURN-JOHN R LIMITED
PARTNERSHIP, a Michigan Limited
Partnership

By: 
Byron Canvasser
Its: Partner


“Landlord”

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

LAROCCA & WILLIAMS, LLC,
a Michigan Limited Liability Company

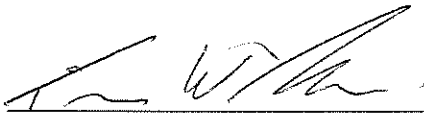
Angela Gleason

By: 
Shane Larocca

Kathryn L. Gabel

Its: _____

Angela Gleason

By: 
Tim Williams

Kathryn L. Gabel

Its: _____

Released
8/27/04
by Jim Peters

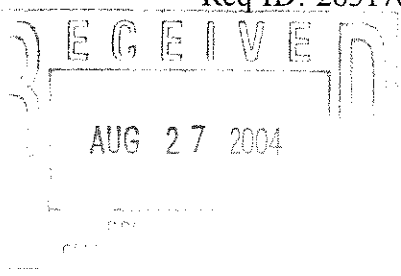
STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

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

Req ID: 263176

Date: August 16, 2004

To: ROCHESTER HILLS CITY COUNCIL
1000 ROCHESTER HILLS DRIVE
ROCHESTER HILLS, MI 48309-3033



Applicant: LA ROCCA & WILLIAMS, LLC

Home Address And Phone No:
SHANE LAROCCA, 31609 GLOEDE, WARREN, MI 48088 H(248)496-9555/B(248)364-7244
TIMOTHY WILLIAMS, 1582 CHARTER OAK, ROCHESTER HILLS, MI 48309 H(248)765-9980/B(248)364-7270

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

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

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

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

sfs

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION

RESOLUTION

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

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

The following resolution was offered:

Moved by _____ and supported by _____

That the request from LA ROCCA & WILLIAMS, LLC TO TRANSFER OWNERSHIP OF 2004 CLASS C LICENSED BUSINESS, LOCATED AT 877 E. AUBURN, ROCHESTER HILLS, MI 48307, OAKLAND COUNTY, FROM KOTT, INC.

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

§

County of _____)

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

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

meeting held on _____
(Date)

SEAL

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

(Mailing address of Township, City or Village)

CITY OF ROCHESTER HILLS

Fire
Department

DATE: September 22, 2004

TO: Jane Leslie

RE: Class C Transfer –
877 E. Auburn Road

Todd M. Gary, Captain/Fire Marshal

Please be advised the Fire Department has no objections to the issuance of a Class C license to the tenant space at 877 E. Auburn Road.

If you should have any questions, please contact me.

TMG/lak

Jane Leslie

From: Judy DAlessandro
Sent: Thursday, September 23, 2004 2:29 PM
To: Jane Leslie
Subject: Class C Transfer Tapper's Pub

Per Lt. White there is no negative information regarding this establishment.