

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 5/15/07

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

(LLC TO BE FORMED LATER)

Applicant's Name: ANTHONY DiGIROLAMO Phone No. (506) 292-8455 (CELL)  
 Address: 21157 WOODLAND DR. City MACOMB ST MI  
 Age: 44 Citizenship: U.S. Date of Birth 3-6-63 Birthplace: USA  
 If naturalized, year and place: \_\_\_\_\_

If a partnership, please complete the following:

Partner's Name: \_\_\_\_\_ Phone No. \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_  
 Age: \_\_\_\_\_ Citizenship: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Birthplace: \_\_\_\_\_  
 If naturalized, year and place: \_\_\_\_\_

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:

---



---



---



---

Liquor License Application

Location of Proposed License: 1486 or 1488 ROCHESTER RD. CITY WALK PLAZA - ROCHESTER & TIENKEN

Does applicant presently own the premises? NO

If not, name of owner of premise: ARAGONA PROPERTIES - (CITY WALK, L.L.C.)

Legal Description of Property (Sidwell #) 15-11-103-004

Length of time business has been in operation: NEW (22 MONTHS IN MACOMB)

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

If convicted of felony, explain: \_\_\_\_\_

Has applicant previously applied for liquor license? Year requested: 2004

Location of business: 50750 ROMEO PLANK MACOMB, MI 48044

Was liquor license granted: YES

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 X

Name of person \_\_\_\_\_

What is the applicant's current business? SHIELD'S PIZZA FRANCHISE CO-OWNER IN MACOMB (AUG, 2005) AND DETROIT (OPENING FALL, 2007)

Length of time in named business? 22 MONTHS

List all uses in addition to sale of alcoholic beverages: NONE

Does applicant presently operate a restaurant? Yes X No    

Name and address of restaurant: 50750 ROMEO PLANK MACOMB, MI 48044

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

Name and address of restaurant: SHIELD'S PIZZA - SAME AS ABOVE (23 RP INVESTMENTS, LLC)

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:		<u>6,000 sf.</u>
Size of Building:		<u>10,000 sf.</u>
Size of Kitchen:		<u>1,500 sf approx.</u>
Seating Capacity:		<u>225</u>
Size of Dance Floor, if any:		<u>N/A</u>
Percentage of Floor Area for Dining:		<u>50%</u>
Percentage of Floor Area for Bar:		<u>25%</u>
Present Zoning:		<u>B-2 - PUD</u>
Required Zoning:		<u>(?)</u>
Cost of Remodeling:		<u>N/A</u>
Cost of Construction:		<u>\$750,000</u>
Estimated Dates of Construction		Start: <u>09/07</u>

Total cost to be expended by licensee for the licensed premises: \$750,000

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 \_\_\_\_\_

Liquor License Application

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

SHIELDS PIZZA HAS BEEN AROUND SINCE 1946. "OVER THE YEARS THE MENU HAS GROWN TO SATISFY A VARIETY OF TASTES (INC. PASTA'S, BURGERS, SALADS, SANDWICHES, FISH & RIBS) OUR SUCCESS DEPENDS ON OUR COMMITMENT TO OFFER HIGH QUALITY FOODS AT REASONABLE PRICES IN A LIGHT-HEARTED FAMILY ATMOSPHERE."

Describe the proposed full food menu:

APPETIZERS - INC. NACHOS, CHICKEN WINGS, SOUD SKINS, CHEESE STICKS  
SALADS & SOUPS - ANTIPASTO, GREEK, GARDEN, TACO & OTHERS  
PIZZA - OVER 20 ITEMS TO CHOOSE FROM TO BUILD YOUR OWN OR CHOOSE FROM 9 SPECIALTY PIZZA'S.  
PASTA'S & DINNERS - INC. LASAGNA, RAVIOLI, PENNE PASTA & FETTUCCINI ALFREDO, SALMON, COD, FISH & CHIPS, RIBS  
SANDWICHES - CIABATTAS, PITAS, SUBS, GYRO'S, TUNA, GRILLED CHICKEN  
DESSERTS - SUNDAES, BROWNIES, CREAM PUFFS

Proposed menu attached: Yes  No

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

THE SURROUNDING NEIGHBORHOOD CONSISTS OF MOSTLY FAMILIES WHOSE AGES ARE 30-60 YRS OLD WITH MEDIUM TO HIGH LEVEL INCOMES WHOSE HOMES ARE MOSTLY VALUED ABOVE \$200,000. THERE ARE MANY SCHOOLS & CHURCHES IN THE AREA THAT WE PLAN TO DO FUNDRAISERS FOR ALSO.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): \$2,250,000 TOTAL GROSS

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: \$250,000

Amount of Funds to be Financed: \$500,000

Name of Financer/Phone Number:

Liquor License Application

Personal References/Phone Number:

PAUL ARAGONA - 586-286-0334  
PAT MORANDEN - 586-405-8118  
CINDY LUNDQUIST - 586-292-6326

Business References/Phone Number:

PAUL ANDONI - 248-637-3131  
BOB BATES - 317-679-5678  
TONY SAPUTO - 586-855-6069

Has applicant completed a certified training program? Yes X No      (MACOMB)

Have employees completed a certified training program? Yes      No X

Names and addresses of those completing 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) ANTHONY DIGIROLAMO  
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.

Anthony DiGirolamo 5/15/07  
Applicant Signature/Date

\_\_\_\_\_  
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.

\_\_\_\_\_

Anthony A. DIGIrolamo  
21157 Woodland Dr. Macomb, MI 48044  
Home: (586) 948-1322 - Work: (586) 286-0310 ext. 203

To: SCIP CYPERT  
1-248-740-1571

### Career Objective

To achieve a position in management that offers growth potential and opportunities for advancement.

### Career History

AUG, 2005 - PRESENT - CO-OWNER OF SHIELDS PIZZA  
IN MACOMB TWP. \$1.9 MILLION

MARCH, 2005

#### October, 2001-Present, Holiday Enterprises, Inc., Controller

Prepare and manage the entire accounting cycle for a portfolio of real estate projects. These projects consist of over 800 apartment & condo units; 83 commercial units; 39 office suites; and the development of over 500 residential lots as well as new projects. Work daily with partners, builders, title companies & attorneys. Negotiate with financial institutions and mortgage companies. Prepared 1120, 1065, SBT & personal property tax returns for many of our companies. Supervisor of two accounting clerks and seven maintenance personnel.

IN SALES.

#### January, 1997-October, 2001, Fox Properties, Inc., Controller/Accounting Manager

Prepare and manage the entire accounting cycle for each month's financial statement package for three separate companies. Analyze each line item on the balance sheet and income statement and direct necessary adjustments to them. Prepare various schedules on a by project basis. Negotiate with financial institutions to obtain lines of credit with them. Supervisor of accounts payable clerk and three field employees.

#### November, 1994-January, 1997, Handleman Company, Senior Accountant

Prepared individual and consolidated income statements and balance sheets for the numerous companies held, both nationally and internationally. Responsible for month end closing and journal entry preparation. Prepared various monthly sales schedules. Numerous account reconciliations done on a monthly, quarterly, and yearly basis. Supervised three accountants and two accounts payable clerks.

#### September, 1990-November 1994, F & M Distributors, Inc.

##### Real Estate Accountant

Interacted with landlord's and the real estate department concerning charges for rent, CAM, and real estate taxes for 126 store locations. Prepared and maintained budgets in these areas, as well as budget to actual variance reports. Maintained the fixed asset system consisting of over 18,000 assets, and developed reports associated with them. Filed personal property tax returns and applied for licenses in the ten states the stores were operating in. Supervised two accounts payable clerks and all mailroom personnel.

##### Budget Analyst

Assisted in the preparation of the semi and annual budget outlook. Prepared monthly store and pharmacy income statements for 126 locations. Prepared reconciliation's of each store's sales and expense accounts. Prepared various sales and expense schedules for each monthly closing. Assisted regional, area and store managers with questions regarding their store and pharmacy performance statements.

#### February, 1989-September, 1990, Meadowdale Foods, Inc., (Great Scott Supermarkets) Accountant

Maintained the accounts payable system and performed improvements to the system. Prepared account reconciliation's, special projects and aided the controller in coordination of 30 clerical personnel. Created Lotus spreadsheets for various pro-forma statements. Trained clerical personnel in Lotus to enhance their work performance. Prepared budget to actual variance reports for several departments.

### Software & Systems

Quatro-Pro, Excel, Lotus 1-2-3, and Microsoft Word/WordPerfect  
Skyline, Timberline, JD Edwards, Quickbooks GL & AP Systems  
Pensoft Payroll, MicroVision Tax Relief Software  
Best FAS2000 and Fasencore Fixed Asset Systems

### Education

Bachelor of Science-Accounting (May, 1989), Wayne State University

### Personal

I am an energetic, hard working, reliable individual with a willingness to learn, travel, and possibly relocate.

### Salary Requirements

\$75,000 (Negotiable)

50063 Murray Dr  
Macomb, MI 48044

Phone: (586) 421 - 0484  
Fax: (586) 421 - 0610

# Michael A. DiGirolamo

---

**Professional Experience:**

**1985 - Present                      Allstate Insurance Co.**  
**Property Claims Adjuster**

- Handle extensive homeowner losses, primarily fire claims.
- Prepare estimates of damages for claims.
- Meet with homeowners and contractors on-site.
- Negotiate repair costs with contractors.
- Estimated RV/Boat and Auto damages.
- Member of the Catastrophe Team that did site inspections, estimates and negotiations for homes damaged by Hurricane Andrew in Miami, FL and the Northridge Earthquake in San Francisco, CA.
- Train new employees in field inspections, estimating losses and negotiating repair costs with contractors.
- Prepare production reports for management.
- Responsible for investigating subrogation against liable parties on homeowner losses.
- Usage of Marshall Swift and Boekh estimating system.

**Education:**

**August, 1994                      University of Michigan**  
**Dearborn, MI**

**Bachelor of Arts**  
**Economics (Minor - Business Administration)**

2005 - PRESENT                      CO-OWNER  
SHIELD'S MACOMB

**FRANK J. WOLICKI**

*Certified Public Accountant*

27201 Ryan Road  
Warren, Michigan 48092  
(586) 558-8004 Fax (586) 558-8007

Frank J. Wolicki

Date of Birth: July 20, 1953  
Place of Birth: Martin's Ferry, Ohio

1967 Graduated from grade school, Our Lady Queen of  
Apostles, Hamtramck, Michigan

1971 Graduated high school from University of Detroit  
High School, Classical Honors

1974 B.S. in accounting from University of Detroit,  
Summa Cum Laude

**Certified Public Accountant from 1974 to present**

1974 -  
1977 Plante Moran

1977 -  
1981 Correll, Cucinella & Co.

1983 -  
Present Frank J. Wolicki, C.P.A.

Married July 18, 1987, to Regina S. Skuratowicz; two children,  
Alexander, 18, Mary, 15.

Residence 416 West Snell Road, Rochester, Michigan, since  
September, 1997.

Place of business 27201 Ryan Road, Warren, Michigan, since  
September 1997.



**Kenneth M. Leonard**  
**27706 Stephany Court**  
**Harrison Township, MI 48045**  
**(586) 468-4375**

March 26, 2007

Dear Skip,

Pursuant to your request, following is my experience:

EDUCATION

1981 - 1985	Cardinal Mooney Catholic	GED
1985 - 1987	Michigan Technological University	Mechanical Engineering
1988 - 1990	Macomb Community College	Various Trade Courses

EMPLOYMENT

1985 - 1992	Unlimited Automation Chesterfield Twp, MI	Project Engineer - Designed and managed building of customized automation equipment
1992 - 1998	Prudential Securities Irvine, CA	Investment Advisor - registered securities representative
1998 - present	North Fitness, Inc. Mount Clemens, MI	President - corporation owns 20 "CURVES" franchise locations Director of all business operations, on-site book keeping, payroll processing, tax reporting, training and personnel management

If you have any questions, please feel free to call me. Thank you.

Sincerely,



Kenneth M. Leonard

LAW OFFICES

**ADKISON, NEED & ALLEN**

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON  
KELLY A. ALLEN  
MELISSA A. ALLSTEADT  
LORNE B. GOLD  
LISA J. HAMAMEH  
LINDA S. MAYER  
GREGORY K. NEED  
G. HANS RENTROP  
CHRISTINE J. TRINH

OF COUNSEL:  
KEVIN M. CHUDLER

39533 Woodward, Suite 210  
Bloomfield Hills, Michigan 48304  
Telephone (248) 540-7400  
Facsimile (248) 540-7401  
*www.adkisonneed.com*

August 03, 2007

**Via Electronic Mail**

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

**Re: Rochester Tienken Investments, LLC d/b/a Shield's Pizza Application for Quota Class C Liquor License**

Dear Ms. Leslie:

Our firm will be representing Rochester Tienken Investments, LLC regarding its application for a Quota Class C Liquor License. I will appear at the City's Subcommittee meeting on Monday, August 6, 2007.

In preparation for the meeting, I enclose personal financial information, which I ask to be kept confidential. I also enclose resumes for the members.

The Members of Rochester Tienken Investments, LLC will be the following:

1. Anthony A. DiGirolamo
2. Michael DiGirolamo
3. Frank J. Wolicki
4. Ken Leonard.

The following documents are attached:


1. Copy of Filed Endorsement of and the Articles of Organization for Rochester Tienken Investments, LLC.
2. Anthony A. DiGirolamo:
  - a. Resume
  - b. Statement of Net Worth
  - c. First Page of 2006 U.S Income Tax Return

3. Michael DiGirolamo:
  - a. Resume
  - b. Personal Financial Statement
  - c. First Page of 2003 U.S. Income Tax Return
  
4. Frank J. Wolicki:
  - a. Resume
  - b. First Page of 2005 U.S. Income Tax Return
  
5. Kenneth M. Leonard:
  - a. Resume
  - b. Personal Financial Statement
  - c. Copy of 2005 U.S. Income Tax Return
  
6. Shield's Pizza in Macomb Township:
  - a. Copy of 2006 Tax Return for 23 R P Investments, LLC.

Please distribute as necessary and call me if you have any questions. I realize that some of these documents may be difficult to read, I will bring the originals to the meeting. I may also have more recent tax returns at that time. I look forward to seeing you on Monday.

Very truly yours,

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



Kelly A. Allen

/lr  
Enclosures

Document List

New Search

Help Menu

## *Michigan Department of Labor & Economic Growth*

### *Filing Endorsement*

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

*for*

*ROCHESTER TIENKEN INVESTMENTS, LLC*

*ID NUMBER: D1893D*

*received by facsimile transmission on May 17, 2007 is hereby endorsed*

*Filed on May 17, 2007 by the Administrator.*

Document List

New Search

Help Menu

MAY.17.2007 10:46 5864151210

BUFALINO PALAZZOLO ASSOC

#7523 P.002 /003

BCS00-700 (Rev. 12/05)

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 Frank J. Palazzolo, Esquire	
Address 33830 Harper Avenue	
City Clinton Township	State MI
Zip Code 48035	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

B

(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:

ARTICLE I

The name of the limited liability company is: ROCHESTER TIENKEN 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.

ARTICLE III

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

ARTICLE IV

1. The street address of the location of the registered office is:  
21157 Woodland Drive                      Macomb      Michigan      48044

BD-CD-700 (Rev. 1205)

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>	
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 <u>Frank J. Palazzolo, Esquire</u>	
Address <u>33830 Harper Avenue</u>	
City <u>Clinton Township</u>	State <u>MI</u>
Zip Code <u>48035</u>	
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: ROCHESTER TIENKEN 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.

**ARTICLE III**

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

**ARTICLE IV**

- The street address of the location of the registered office is:  
21157 Woodland Drive Macomb Michigan 48044  
(Street Address) (City) (ZIP Code)
- The mailing address of the registered office if different than above:  
\_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)
- The name of the resident agent at the registered office is: ANTHONY DIGIROLAMO

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

Signed this 16th day of May, 2007

By Anthony DiGirolamo  
(Signature(s) of Organizer(s))

ANTHONY DIGIROLAMO  
(Type or Print Name(s) of Organizer(s))

05/17/2007 10:06AM



# Internal Revenue Service

The Digital Daily

DEPARTMENT OF THE TREASURY

## Federal Tax ID / EIN

This is your provisional Employer Identification Number:

26-0233004

Today's Date is: May 24, 2007 GMT

ROCHESTER TIENKEN  
INVESTMENTS LLC

You will receive a confirmation letter in U.S. mail within fifteen days.

The letter will also contain useful tax information for your business or organization.

If you have input any of the information on your application in error, please wait seven days and contact the EIN Toll Free area at 1-800-829-4933, Monday - Friday, 7:30am - 5:30pm. If you do not want to call, please make corrections on the letter you receive confirming your EIN and return it to the IRS.

If you are going to complete other on-line applications that require your Employer Identification Number(EIN) you can copy it by performing the following steps:

- 1) Use your mouse to highlight your EIN (blue number on top of page) by moving your pointer on top of the number.
- 2) Press the Ctrl key at the same time pressing the C key.

Once you copy your EIN you can paste it in the appropriate place by pressing the Ctrl key at the same time pressing the V key.

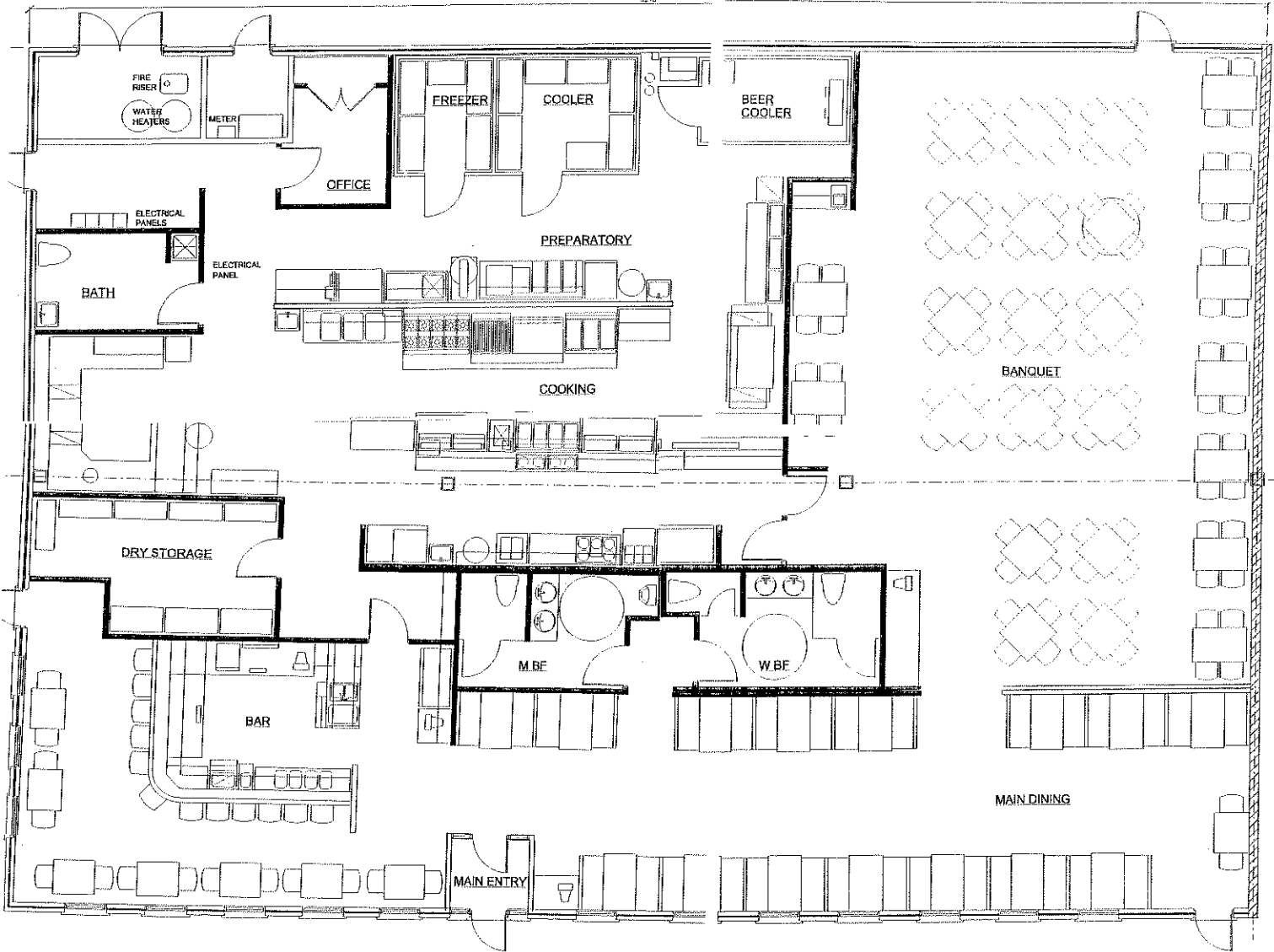
You may click on the buttons below for different print options or to fill out another Form SS-4.

[Review and Print Form SS-4](#)

[Fill Out Another Form SS-4](#)

Click [here](#) to return to the internet Employer Identification Number landing (start) page.

92'-0"



NORTH  
**SCHEMATIC FLOOR PLAN "A"**  
E. 1000 P.P.



# LEASE AGREEMENT

## City Walk

1. **PARTIES.** This Lease, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between City Walk, L.L.C., a Michigan limited liability company (herein called "Landlord") and ANTHONY DIGIROLAMO on behalf of an entity to be formed (herein called "Tenant").

2. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Leased Premises"), having dimensions of 65 feet in frontage by 92 feet in depth and containing approximately 5,980 square feet of floor area. The location and dimensions of said Leased Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Leased Premises are located in the City of Rochester Hills, County of Oakland, State of Michigan.

The purpose of Exhibit "A" attached hereto is to show the approximate location of the Leased Premises. Landlord reserves the exclusive right to add, delete and otherwise alter the Shopping Center buildings, common areas, and the land (including any additions or deletions thereto made hereafter by Landlord) which now and hereafter may be by Landlord made a part of the Shopping Center. Landlord agrees that the privileges herein reserved by Landlord shall be exercised in such a manner as to avoid unreasonable interference with the conduct of Tenant's business.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. **USE.** Tenant shall use the Leased Premises as a sit down pizza restaurant with full liquor service and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord.

#### 4. **MINIMUM RENT.**

4.A. Tenant agrees to pay to Landlord as Minimum Rent, without notice or demand, the monthly sum of:

Year 1:	\$21 psf	\$10,465.00
Years 2-5	\$23 psf	\$11,461.67
Years 6-10	\$26 psf	\$12,956.67

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

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

XX 120 days after substantial completion of Landlord's Work as set forth in Exhibit "B" attached hereto and incorporated herein by reference, or when the Tenant opens for business, whichever is sooner. Landlord agrees that it will, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the attached Exhibit "B" labeled "Description of Landlord's Work and Tenant's Work". The term "substantial completion of the Premises" is defined as the date on which Landlord or its Architect notifies Tenant in writing that the Leased Premises are substantially complete to the extent of Landlord's Work specified in Exhibit "B" hereof, with the exception of such work as Landlord cannot complete until Tenant performs necessary portions of its work. Tenant shall commence the installation of fixtures, equipment, and any of Tenant's work as set forth in said Exhibit "B", promptly upon substantial completion of Landlord's work in the Leased Premises and shall diligently prosecute such installation to completion, and shall open the Leased Premises for business not later than the expiration of said 120 day period. Rent for any period which is for less than one (1) month shall be prorated portion of the monthly installment herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4.B. THE MINIMUM RENTAL (intentionally deleted)

5. **TERM.** The lease term shall commence as specified in Paragraph 4 hereinabove and shall expire on TEN YEARS LATER, unless sooner terminated as provided herein. The parties hereto acknowledge that certain obligations under various

articles hereof may commence prior to lease term, i.e. construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the lease term.

6. **SECURITY DEPOSIT.** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord \$10,465.00. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. **ADDITIONAL CHARGES.**

7.A. **PERCENTAGE RENT.**

I. In addition to the Minimum Rent to be paid by Tenant pursuant to Article 4, Tenant shall pay to Landlord at the time and in the manner herein specified additional rent in an amount equal to five percent (5%) of the amount of Tenant's gross sales made in, upon or from the Leased Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.

II. Within thirty (30) days after the end of each calendar month following commencement of rents, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Leased Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Leased Premises during each calendar month, less the Minimum Rent for such prior calendar month, if previously paid. Said statement and payment shall be made with the succeeding month's regular rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct, showing the total gross sales by months made in, upon, or from the Leased Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Leased Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 4 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly, shall be computed and adjusted on an annual basis.

III. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Leased Premises, or within a five (5) mile radius whether upon credit or for cash, in every department operating in the Leased Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.

IV. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit, of each separate department, subtenant, and concessionaire operated at any time in the Leased Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Leased Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy in favor of Landlord of greater than a two percent (2%) error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be canceled and terminated, at the option of Landlord.

7.B. **ADJUSTMENTS**

I. In addition to the minimum monthly rent provided herein and commencing with the date of Tenant's possession under this Lease, Tenant shall pay to Landlord the following items called "Adjustments".

(a) All real estate taxes on the Leased Premises including land, building and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Leased Premises including any taxes which may be levied on rents.

(b) Any parking charges, utilities surcharges or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulation promulgated by any governmental authority in connection with the use or occupancy of the Leased Premises or the parking facilities serving the premises.

(c) All costs and expenses of every kind and nature incurred by Landlord in operating, equipping, policing and protecting, fighting, repairing, replacing and maintaining the entire Leased Premises including without limitation the common area and all buildings and improvements upon the Leased Premises. Such costs shall include but not be limited to, illumination and maintenance of signs, cleaning, lighting, snow removal, all garbage and refuse removal from containers provided by Landlord, line painting and landscaping, repairs and replacements, decorations, premiums for liability insurance and property insurance.

(d) All costs and expenses incurred by landlord as Landlord shall, during the entire term hereof, carry insurance for fire and special extended coverage (as determined by Landlord) insuring the improvements located within the Leased Premises including the Leased Premises and all appurtenances thereto (except Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) in amounts determined by Landlord (with deductibles determined solely by Landlord) such insurance coverage to include the improvements provided by Landlord and Tenant except those items which Tenant is required to insure pursuant to this Lease and, such insurance coverage shall include rental insurance.

(e) An amount equal to fifteen percent (15%) of the total of all the foregoing costs and expenses described hereinabove in this Section 7.B.1 (a) (b) (c) (d) to cover Landlord's administrative costs.

Tenant's proportionate share of the above mentioned items shall be equal to the percentage obtained by dividing Tenant's total floor area by the total floor area of the Shopping Center.

II. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By April 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center for the prior calendar year and Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any over-payment by Tenant shall be credited towards the monthly Adjustment(s) next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided.

III. Landlord may at its option require Tenant to pay all items contained in Paragraph 7B.1. (a) (b) (c) (d) directly. In such event Landlord shall waive its administrative costs contained in Section (e). Failure by Tenant to pay such items shall be construed as a default under the terms and conditions hereof.

8. **USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which is not within the permitted use of the Leased Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Shopping Center or any of its contents, or cause a cancellation of any insurance policy covering said Shopping Center or any part thereof or any of its contents. Tenant shall not allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purposes, including the installation of pay phones; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. Tenant shall not commit or allow to be committed any waste in or upon the Leased Premises.

9. **COMPLIANCE WITH LAW.** Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action

against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

10. **ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Leased Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Leased Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal.

11. **REPAIRS.**

11.A. By entry hereunder, Tenant shall be deemed to have accepted the Leased Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning system (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon expiration or sooner termination of this Lease hereof, surrender the Leased Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.

11.B. Notwithstanding the provisions of Article 11.A. hereinabove, Landlord shall repair and maintain the structural portions of the Premises, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 27 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. **LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, but in no event less than One Hundred and 00/100 Dollars (\$100.00), incurred in connection with the processing of documents necessary to giving of such consent.

14. **HOLD HARMLESS.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises or by persons occupying adjoining premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all cost, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend in the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause other than Landlord's

negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Leased Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

15. **HAZARDOUS SUBSTANCES.** Tenant agrees and covenants that it will not generate, transport, treat, store nor dispose, nor, in any manner, arrange for the disposal or treatment [within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"), or any applicable federal, state or local law, regulation, ordinance or requirement, as amended or hereafter amended (collectively hereinafter referred to as "Environmental Laws")] of any hazardous substances as defined below.

"Hazardous Substances", for the purposes of this Lease, means hazardous substances or hazardous wastes, as those terms are defined by the Environmental Laws. "Hazardous Substances" shall also include, but not be limited to, petroleum, including, but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and any radioactive material, including, but not limited to, any source, special nuclear or by-product material as defined at 42 U.S.C. 2011, et seq., as amended or hereafter amended and asbestos in any form or condition.

Tenant agrees and covenants that it will comply with all Environmental Laws. At the election of Landlord (which election shall be exercised by Landlord giving Tenant notice thereof within thirty (30) days before the expiration of the Lease Term), restore the Premises to the condition of the Premises upon the execution of this Lease.

16. **SUBROGATION.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

17. **LIABILITY INSURANCE.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars in the aggregate. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least Five Hundred Thousand and 00/100 (\$500,000.00) Dollars. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

18. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises.

19. **PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

20. **RULES AND 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 a 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 premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(g) The outside areas immediately adjoining the 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.

(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 foregoing 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.

21. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of One Hundred Fifty (150%) Percent of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

22. **ENTRY BY LANDLORD.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Landlord except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

23. **TENANT'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

23.A. The vacating or abandonment of the Premises by Tenant.

23.B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

23.C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 23.B, above, where such failure shall continue for a period

of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, than Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

23.D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

24. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

24.A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

24.B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

24.C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

25. **DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have heretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

26. **LIABILITY OF LANDLORD.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents or other income from such property receivable by the Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center, and neither Landlord nor any of the co-partners comprising the partnership which is the Landlord herein shall be liable for any deficiency.

27. **RECONSTRUCTION.** In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination.

Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

28. **EMINENT DOMAIN.** If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than twenty-five percent (25%) of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

29. **PARKING AND COMMON AREAS.** Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the Attached Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article 29, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A".

29.A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

29.B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

29.C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

29.D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

30. **SIGNS.** The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

31. **DISPLAYS.** The Tenant may not display or sell merchandise or allow grocery carts or other similar devices with the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

32. **AUCTIONS.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the premises whether said auction be voluntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

33. **HOURS OF BUSINESS.** Subject to the provisions of Article 27 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises



adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

34. **MERCHANTS' ASSOCIATION.** If a majority of tenants in the Shopping Center shall determine that it is in the best interests of the Shopping Center, Tenant will become a member of, and participate fully in, and remain in good standing in the Merchants' Association (as soon as the same has been formed), organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the regulations of such Association. Each member tenant shall have one (1) vote, in the operation of said Association. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. The Tenant agrees to pay minimum dues to the Merchants' Association, provided however, that in no event shall the dues paid by Tenant in any fiscal year of said Association be in excess of \$2.00 per square foot of Premises leased to Tenant. Default in payment of dues shall be treated in similar manner to default in rent with like rights of Landlord at its option to the collection thereof on behalf of the Merchants' Association.

35. **GENERAL PROVISIONS.**

- (i) **Plats And Riders.** Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.
- (ii) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- (iii) **Joint Obligation.** If there be more than one Tenant the obligations hereunder imposed shall be joint and several.
- (iv) **Marginal Headings.** The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
- (v) **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- (vi) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- (vii) **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.
- (viii) **Quiet Possession.** Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.
- (ix) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur cost not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (or at Landlord's option, five percent (5%) of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- (x) **Radius.** During the term of this Lease, in the event Tenant or any person, firm or corporation who or which controls or is controlled by Tenant shall directly or indirectly, either individually or as a partner or stockholder or otherwise, own, operate or become financially interested in any similar or competing business within a radius of five (5) miles from the outside boundary of the Shopping Center, then the Gross Sales (as defined in this Lease) of any such business or business within said radius shall be included in the Gross Sales made from the Leased premises and by any such other business or businesses then conducted within said radius. This Section shall not apply to any such business or businesses open and in operation prior to the date of this Lease within said radius. With respect to any such business or businesses within said radius,

the gross sales of which are included in the computation or percentage rent hereunder, Tenant shall maintain the records and deliver statements as required pursuant to this Lease and Landlord shall have the right to audit such records pursuant to this Lease as provided hereinabove.

(xi) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(xii) **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(xiii) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(xiv) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(xv) **Choice of Law.** This Lease shall be governed by the laws of the State in which the Premises are located.

(xvi) **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

(xvii) **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(xviii) **Subordination, Attornment.** Upon request of the Landlord, Tenant will in writing (Exhibit "D") subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

(xix) **Notices.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: 37020 Garfield Road, Suite T-1, Clinton Township, Michigan 48036

To Tenant at: \_\_\_\_\_

(xx) **Tenant's Statement.** Tenant shall at any time and from time to time, upon not less than three days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(xxi) **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

(xxii) **Re-renting.** The Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this Lease, the Landlord may show the premises to prospective Tenants 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 "For Lease" signs.

(xxiii) Tenant hereby waives the right to demand a jury in any litigation instituted by the Landlord in which Landlord seeks to recover any rental obligations accruing under this Lease Agreement. Tenant also agrees not to assert in any such action any set-off or counterclaim to endeavor to avoid or defeat the Landlord's claim of his right to receive the rental obligations under this Lease. The foregoing waivers shall not affect Tenant's right to make a demand for jury trial with respect to any litigation not related to those matters above described nor shall it deprive Tenant of the right of asserting any matter which may otherwise be the subject of a set-off or counterclaim in separate action. Any such separate action shall not be consolidated into the Landlord's action to secure payment of the aforesaid rental obligations.

(xxiv) All parties agree that there shall be a Forty and 00/100 (\$40.00) Dollar charge for all checks returned by our bank for insufficient or uncorrectable funds.

(xxv) Landlord is hereby given permission to use Tenant's name and/or d/b/a in publicity used in leasing the center.

(xxvi) If at any time during the term of this Lease, or any option period, a check for the payment of rent or other monies due to the Landlord does not clear the bank for credit to the Landlord's account then, at Landlord's discretion, all future payments by Tenant to Landlord shall be by certified check, cashiers check or money order only.

(xxvii) This Lease, Addendums, and any resulting renewals whether contemplated or not are construed and governed under the laws of the State of Michigan. Venue any actions under this lease or tenancy shall be in Oakland County.

36. **Language Conflict.** Whenever a conflict arises between the form portion of this Lease and the Rider to Lease, the terms of the Rider to Lease shall be considered superior.

37. **Brokers.** Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant agrees to hold Landlord blameless from all liabilities arising from any such claim including without limitation the cost of counsel fees in connection herewith.

**Consult your Attorney:**

If this Lease has been filled in it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by Landlord or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease.

LANDLORD:

TENANT:

City Walk, L.L.C.,  
a Michigan limited liability company

By: \_\_\_\_\_

Paul Aragona

Its: Managing Member

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIDER**

Rider to Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between City Walk, L.L.C., a Michigan limited liability company, as Landlord, and ANTHONY DIGIROLAMO, on behalf of an entity to be formed as Tenant, covering premises located at 1488 Rochester Road; Rochester Hills, MI 48307, commonly known as City Walk.

1. Provided Tenant is continuously operating and not in default of the terms and conditions hereof and further provided Tenant gives Landlord written notice of its intent to exercise its renewal period no sooner than one hundred eighty (180) days nor no later than one hundred twenty (120) days prior to the expiration of the original term hereof, Tenant shall have the right to extend the term of this Lease for two (2) renewal periods of five (5) years under the same terms and conditions hereof except as to minimum rent.

The minimum rent for the extension period shall be as follows:

Option Years

Years 11-15	\$31 psf	\$15,448.33/mo	\$185,380/year
Years 15-20	\$36 psf	\$17,940.00/mo	\$215,280/year

All other terms and conditions shall remain unchanged.

2. Provided Tenant is not, nor has been in default of the terms and conditions hereof and further provided Tenant is continuously operating their business from the premises during the term hereof, Landlord shall not lease premises within the Shopping Center to a Tenant whose principal use is a sit down, full service restaurant serving pizza.

LANDLORD:

City Walk, L.L.C.,  
a Michigan limited liability company

TENANT:

By: \_\_\_\_\_  
Paul Aragona  
Its: Managing Member

By: \_\_\_\_\_  
Anthony DiGirolamo  
Its: \_\_\_\_\_



**EXHIBIT "A"**

**EXHIBIT "B"**

OUTLINE LEASE SPECIFICATIONS

Work to be performed by Tenant at lease space B-100, also known as 1488 Rochester Road, Rochester Hills, Michigan 48307

A. GENERAL REQUIREMENTS

1. These outline specifications have been prepared and are to be used in conjunction with Tenant's "typical store facilities" drawings. The combination of these drawings and specifications comprise the Outline Specifications. These Outline Specifications set forth the basic minimum requirements to be provided on behalf of Tenant by the Developer/Landlord in the construction of the Leased Premises, common area and shopping center. All items identified as by others or by Tenant shall be at Tenant's sole expense.
  - a. Tenant refers to Shields Pizza.
  - b. Developer/Landlord refers to the party responsible for the construction of the building and shopping center other than the Tenant.
2. The outline specifications are generic and typical and Tenant shall provide to the Landlord, Tenant's store fixture plan 15 days from the date hereof which has been prepared for the specific and subject location of the lease agreement and all related specifications.
3. The Tenant shall employ a registered architect who shall be responsible to produce completed plans and specifications (hereinafter referred to as the construction documents) which incorporate all Tenants' basic requirements. These construction documents shall be submitted to Landlord for review and comments.
4. Landlord shall have the appropriate utilities changed Tenant's name for direct payment beginning no earlier than the store turnover date. All utilities shall be separately metered for the Leased Premises.
5. The Tenant, its representatives and suppliers shall have the right to enter and examine Leased Premises during construction, provided there shall be no interference with Landlord's work.
6. The Landlord and Tenant both certify to the other that all construction work shall be carried out in a workmanlike manner in accordance with the approved plans and specifications and all applicable building codes and regulations.

B. BUILDING SHELL (AS IS)

1. The Landlord shall provide a building shell comprised of a steel frame metal stud exterior walls, built-up or single-ply roof with insulation on a suitable roof deck on suitable structural roof supports. Insulation on exterior walls and on roof shall meet the minimum requirements of ASHRAE 90-75, but not greater than "U" value of .060 of the roof and .120 on the walls.
2. Party walls between Leased Premises and adjacent Tenant spaces may be either masonry or stud construction. Stud walls shall consist of steel studs 16" on center with 1/2" gypsum wallboard, full height or as required by code, each side with sound attenuating fiberglass insulation.
3. Party walls shall extend from floor line to underside of roof deck.
4. Floor shall be a 4" concrete slab on a 3" compacted sand bed.
5. Caulk and seal the exterior of the building and make weather tight.
6. Shell fire suppression system only. Conversion required to meet Tenant's interior finish.

C. STOREFRONT (AS IS)

1. The storefront and storefront windows shall consist of 1" clear insulated glass in extruded aluminum tubes.
2. Entry door to be 3' x 7' x 1 3/4 anodized aluminum with closer and standard hardware.

D. PLUMBING (BY LANDLORD)

1. Sanitary, water and gas service shall be brought into or near Leased Premises from site source and include payment of initial tap fees, but not capital charges related to Tenant's use.

2. Water service and sewer lines shall be up to 2" minimum water line, one 4" maximum sewer line, and additional 4" sanitary lead to a tenant provided 1500 gallon grease trap.
3. Water meter shall be located as indicated on Landlord's Store Layout Plan.
4. Natural gas line sized up to 5 million BTU.

E. HEATING, VENTILATING AND AIR CONDITIONING (BY LANDLORD)

1. Provide a minimum of 30 tons cooling capacity roof top heating and cooling units without distribution.

F. ELECTRICAL (BY LANDLORD)

1. Provide electrical service up to 1,000 amps without a distribution system.

G. TENANT IMPROVEMENT ALLOWANCE:

For all other work not specifically mentioned in this Landlord's work exhibit, Landlord shall provide to Tenant a credit to be offset against future rent charges in the amount of \$119,600.



## EXHIBIT "C"

### SIGNS

It is intended that the signing of the Premises be developed in an imaginative and varied manner. Although previous and current signing practices of Tenants will be considered, all signs shall conform to the criteria set forth hereafter.

#### A. Exterior Signs

Tenants shall be permitted exterior signage.

1. Tenant shall be required to identify its Premises by a sign contained wholly within the limitations of the Premises and subject to requirements as outlined hereafter.
  - a. Wording of this sign shall be limited to store name as indicated on this Lease.
  - b. The use of a corporate crest, logo, or insignia shall be permitted, provided such crest, logo, or insignia meet all criteria described herein.
  - c. Multiple or repetitive signing on storefronts shall not be permitted.
  - d. Sign letters or components shall not have exposed neon or other lamps. All light sources shall be concealed by translucent material. Maximum brightness in any event shall not exceed 100' lamberts. Light leaks in sign letters will not be permitted and must be repaired promptly by Tenant.
  - e. The extreme outer limits of the sign letters or components shall fall within a rectangle each of the two short sides of which shall not fall closer than 24 inches to the side lease line of the Premises; the top and bottom sides shall fall within the centered 48 inch band of the beige building fascia element. No part of the sign letters shall hang free of the background when such background is provided.
  - g. Signs of box or cabinet-type construction will not be permitted.
2. The following types of signs or sign components shall be PROHIBITED:
  - a. Signs employing moving or flashing lights;
  - b. Signs employing exposed ballast boxes or transformers;
  - c. Signs employing painted non-illuminated letters;
  - d. Signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings;
  - e. Paper or cardboard signs, stickers or decals hung around, on, or upon the storefront;
  - f. Signs purporting to identify leased department or concessionaires contained within the Premises without Landlord's consent.

#### DRAWING SUBMISSIONS, REVIEWS AND APPROVALS:

The Landlord's written approval of the Design Drawings, Working Drawings, and Sign Shop Drawings of all signs is required prior to the commencement by Tenant of construction of said signs.

#### A. Sign Drawings

All submissions to include one sepia transparency and two blueline prints, unless otherwise noted.

1. Sign Fabricator's Shop Drawings to be submitted by Tenant to Landlord prior to fabrication of sign; at a minimum scale of 1" = 1'-0", to include the following details:
  - a. Dimensions clearly marked:
    - (1) Top of letter to soffit;
    - (2) Vertical edge of sign to vertical neutral strip;
    - (3) Height of letters above ground elevation;

- (4) Height projection from fascia.
- b. Letters:
  - (1) Style and stroke;
  - (2) Face: Indicate color, material, thickness;
  - (3) Returns: Indicate color, material, thickness.
- c. Type of lighting.
- d. Electrical load.
- e. Details at a minimum scale of 1-1/2" = 1'-0" of:
  - (1) Connection of sign letters and storefront;
  - (2) Mounting of transformer cabinets;
  - (3) Access to transformer cabinets.

B. Construction Requirements

The sign furnished by the Tenant shall be fabricated in accordance with the information hereinbefore set forth and in compliance with all applicable codes of governmental authority having jurisdiction.

C. Tenant Shall Apply for Sign Permit with Local Municipality at their own expense.

OTHER STORE IDENTIFICATIONS

A. Service Door Sign

An area on the service door of the Demised Premises may be used for store identification purposes. The extreme outer limits of the sign shall fall within a rectangle having a vertical dimension of 4 inches. The lower limit of the sign area shall be 66 inches above the door sill. As in preceding instances, service door identification shall be only that of the store name and address.

B. Except as herein provided, the exterior areas of the storefront, including glass, shall not be used for permanent signage.

COST AND INSTALLATION

The cost of the sign shall be borne by the Tenant, who shall procure its own sign fabricator to furnish and install the sign in accordance with, and in compliance with, drawings and specifications approved by the Landlord and the governmental authority having jurisdiction.

**REQUIRED SIGN DESIGN CRITERIA**

**Allowable sign area for entire site:** (acres or fraction thereof x 60) 13 x 60 = **780 sq. ft.**

**Allowable total sign area for all of Tenants signage** = ((Tenant sq. ft / Total City Walk sq. ft.) x 780)

= 780 sq.ft./102,641 sq. ft. = .0076 x per sq. ft. tenant area

(Above calculations do not include setback increase factor based on location of individual wall signs distance from road right-of-way. (See attached table).

**Maximum wall sign ht. = 20 ft.**

**Maximum single sign area = 100 ft.**

Note: A sign allocation chart will be submitted to the City of Rochester Hills for review once the tenants are under lease.

**Wall Signs - (Type A - E)**

Sign Type "A".....**Anchor Tenants** (Over 14,000 sq. ft. Lease Area): One "A" sign per building frontage. (Frontage defined as a building elevation that faces either a parking area or a pedestrian walkway).

A1. Maximum Letter Height - 48 in. (25,000 + sq. ft. Lease Area)

A2. Maximum Letter Height - 36 in. (14,000 + sq. ft. Lease Area)

"A" Signs may be either

Channel letters - Internally illuminated

Metal formed letters - Halo lit

Sign Type "B".....**Retail Shops and Restaurants** (Less than 14,000 sq. ft. Lease Area): One "B" sign per building frontage. (Frontage defined as a building elevation that faces either a parking area or a pedestrian walkway)

B1. Maximum Letter Height - 24 in. (9,000 + sq. ft. Lease Area)

B2. Maximum Letter Height - 18 in. (4,500 + sq. ft. Lease Area)

B3. Maximum Letter Height - 12 in. (1,200 + sq. ft. Lease Area)

"B" Signs may be

Cut out metal letters - Externally illuminated or indirectly illuminated

Channel letters -- Internally illuminated

Sign Type "C".....Retail Shops and Restaurants (Alternative to Type "B"): Tenant may substitute a Type "C" sign for any allowable Type "B" sign.

"C" Signs may be

Plaque Signs - Face illuminated or letters internally illuminated with opaque surround. Plaque signs to be proportionally correct to storefront facade. Plaque area never to exceed 36 sq. ft.

Sign Type "D".....All Tenants (Alternative to Type "A", "B", or "C"): Any tenant may substitute one "D" Sign for any Allowable "A", "B", or "C" Sign.

"D" Signs may be

Glass mounted - Sign letters applied directly to storefront glass. Face illuminated or lit from ambient store lighting. Maximum letter height - 12 in.

Applied to awning - Sign letters applied directly to storefront awning. Face illuminated or unlit. Maximum letter height - 18 in.

Sign Type "E".....All Tenants (In combination with "A", "B", and "C" Signs, one "E" Sign per building frontage.

"E" Signs may be

Bracket signs - Mounted perpendicular to storefront and 2 sided - Face illuminated. Maximum copy size not to exceed 2 sq. ft. per side; Maximum signboard not to exceed 9 sq. ft.

TABLE INSET:

Location of Sign Setback in Feet from the Right-of-Way	Factor
50--99	1.10
100--149	1.25
150--199	1.45
200--249	1.70
250 or more	2.00

IN ANY EVENT ALL SIGNS ARE SUBJECT TO LANDLORD REVIEW FOR COMPLIANCE WITH THESE GUIDELINES AND OVERALL ARCHITECTURE AND AMBIANCE OF THE PROJECT AND ALL SUCH OPINIONS AND JUDGEMENTS ARE FINAL.

@@

CITY OF ROCHESTER HILLS  
1000 Rochester Hills DR. Rochester Hills, MI 48309

CITY WALK LLC

DATE: 7/10/2007  
RECEIPT NO: 15570 DL  
DEPOSIT NO:

G/L NUMBER	DESCRIPTION	PERMIT	AMOUNT
101 451008	Lic.& Pmts.-Clerks Dept.		450.00
101 452010	Lic.& Pmts.-Building Dep		550.00

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 #: 192

RECEIVED BY:      TREASURER/LEMANSK\$

---

CITY OF ROCHESTER HILLS

**B**uilding  
Department

Kelly M. Winters – Deputy Director L

DATE: 7/11/07

TO: Jane Leslie, Clerk's Office

RE: 1488 N. Rochester Rd.  
Liquor License Application

---

Per your request, I have reviewed the application for the new Class C License to be located at 1488 N. Rochester Rd., Rochester Hills, known as Shield's Pizza. This new tenant will be part of the City Walk Development at that site.

Please be advised that to date, the Building Department has not received application or drawings for the proposed tenant build-out at the above address.

Anticipating that the proposed tenant space build-out will meet all necessary code requirements through the normal plan review and construction process, the Building Department has no objection to the Class C License application.

---

CITY OF ROCHESTER HILLS

**F**ire  
Department

DATE: July 12, 2007

TO: Jane Leslie

RE: Shield's Pizza  
Liquor License Application

Todd M. Gary, Ext 2702

---

Please be advised the fire department has no objections to the issuance of this permit. However, the fire department does require the correct address for this business.

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