

ENTERTAINMENT PERMIT AGREEMENT

BETWEEN

THE CITY OF ROCHESTER HILLS

AND

NORTHSTAR THEATER PARTNERS, LLC

THIS AGREEMENT, is entered into this ____ day of _____, 2010 by and between the CITY OF ROCHESTER HILLS, a Municipal Corporation, 1000 Rochester Hills Drive, Rochester Hills, Oakland County, Michigan 48309 and NORTHSTAR THEATER PARTNERS, LLC, a Michigan limited liability company, herein after called the Licensee.

WHEREAS, the Licensee is the owner and operator of a certain retail establishment known as Emagine Rochester Hills located at 200 Barclay Circle, in the City of Rochester Hills and has applied for a Class C Liquor License with an Entertainment Permit from the City and the Liquor Control Commission of the State of Michigan; and

WHEREAS, the City is desirous of protecting the public health, safety and welfare by avoiding the creation of sites of disorderly conduct or potential public nuisances and by maintaining good morals within the municipality of the City of Rochester Hills; and

WHEREAS, the City recognizes that increased traffic and police services may be generated by the increased business such a permit may create if the requested permit is approved for Licensee's establishment; and

WHEREAS, the City is desirous of maintaining a standard of entertainment consistent with good morals within the community.

NOW THEREFORE, for and in consideration of the City of Rochester Hills' approval of Licensee's application for the requested Class C Liquor License with an Entertainment Permit in connection with the retail establishment operated by the Licensee described herein in the City of Rochester Hills, Michigan, the Licensee agrees:

1. Licensee shall not permit dancing on the Premises.
2. Licensee shall provide entertainment that is consistent in keeping with community standards of common decency and good morals at its retail business described herein.
3. Such entertainment shall not include nude or nearly nude activity, topless or bottomless dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers.
4. Licensee shall not offer in the conduct of its business, the services of models, waiters or other employees who are nude, nearly nude, topless or bottomless when performing their service.
5. For purposes of this Agreement, "nude or nearly nude activity" shall mean when a person or persons appears on the licensed premises in such a manner as to expose to view any portion of the pubic area, anus, vulva, or genitals, or any simulation thereof, or when a female appears on the licensed premises in such a manner or attire as to expose to view the portion of

the breast referred to as the areola, nipple, or simulation thereof. A person has "exposed to view" such portions of the anatomy if such portions are naked, uncovered or less than opaquely covered.

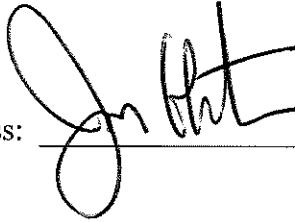
6. Nothing else in this Agreement withstanding, the showing of any motion pictures which have been rated by the Motion Picture Association of America, other than motion pictures which have been rated NC-17, shall be permitted and not a violation of this Agreement.

7. In the event of a breach or a threatening breach of the terms of this Agreement, the City shall request Licensee to terminate the offending activity and then shall be entitled, in addition to all other remedies, to the issuance of an ex parte injunction from the Oakland County Circuit Court without showing or providing any actual damage sustained by the City, restraining the Licensee who has committed a breach of any of the terms of this Agreement or who has threatened to do so, from providing entertainment contrary to the terms of this Agreement.

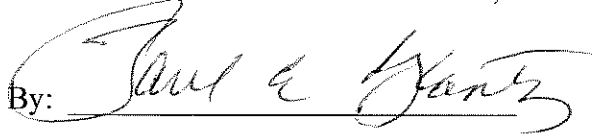
8. This Agreement in all respects hereto shall be binding upon the parties hereto, their assigns, personal representatives and successors and shall remain in full force and effect so long as the restaurant and bar business is located at the premises.

IN WITNESS WHEREOF, the parties hereto have set their names and seals this day and year first above written.

IN THE PRESENCE OF:

Witness:  _____

NORTHSTAR THEATER PARTNERS, LLC

By:  _____

Paul A. Glantz, Manager

THE CITY OF ROCHESTER HILLS, a

Michigan Municipal Corporation

Witness: _____

By: _____

Bryan K. Barnett, Mayor

Witness: _____

By: _____

Jane Leslie, Clerk