

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 10/7/05

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

Applicant's Name: Papa Joe's Oakland, LLC Phone No. 586-532-4100
Address: 45700 Village Blvd. City Shelby Township ST MI
Age: n/a Citizenship: n/a Date of Birth n/a Birthplace: n/a
If naturalized, year and place: n/a

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:

1. and 2. Maria L. Curtis Grandchildren's Trust u/a/d 11-8-93 f/b/o Ashley N. Curtis and Amber A. Curtis
Successor Trustee – Robert W. Kirk
19500 Hall Road, Ste. 100
Clinton Township, MI
Telephone: 586.412.4900
-

3. and 4. Maria L. Curtis Grandchildren't Trust u/a/d/ 11-8-93 f/b/o Jeffery Curtis and Anthony Curtis
Successor Trustee, Donald M. Strehl
47500 Village Blvd., Shelby Township, MI 48315
Telephone 586.532-4100

Location of Proposed License: 6900 Old Orion Court, Rochester Hills, Michigan 48306

Does applicant presently own the premises? No

If not, name of owner of premise: Curtis Properties Group, LLC

Legal Description of Property (Sidwell #) See attached Site Plan

Length of time business has been in operation: New construction

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

If convicted of felony, explain: n/a

Has applicant previously applied for liquor license? No.** Year requested: n/a

** However, all of the members of Papa Joe's Oakland, LLC are members of Papa Joe's Rochester, Inc. and Papa Joe's Birmingham, LLC. These entities operate establishments d/b/a Pap Joe's Gourmet Marketplace in Birmingham and Rochester Hills, MI. Papa Joe's Gourmet Marketplace sells beer and wine and are in possession of SDM licenses.

Location of business: n/a

Was liquor license granted: No

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 n/a

What is the applicant's current business?

Papa Joe's Oakland LLC will operate a gourmet marketplace at the proposed location (6900 Old Orion Court, Rochester Hills, MI). Beer and wine will be sold for consumption off the premises. The marketplace will include a restaurant that will offer beer, wine and spirits for on premises consumption.

Length of time in named business? New construction will begin shortly.

List all uses in addition to sale of alcoholic beverages: See above.

Does applicant presently operate a restaurant? Yes _____ No X

Name and address of restaurant: _____

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

Name and address of restaurant: See above.

List record and history of any liquor license violations by the applicant for preceding ten (10) years

n/a

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

n/a

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
---------------------------------------	--------------------------	-------------------------

See Building Plan attached hereto.

Size of Site:	_____	_____
---------------	-------	-------

Size of Building:	_____	_____
-------------------	-------	-------

Size of Kitchen:	_____	_____
------------------	-------	-------

Seating Capacity:	_____	_____
-------------------	-------	-------

Size of Dance Floor, if any:	_____	_____
------------------------------	-------	-------

Percentage of Floor Area for Dining:	_____	_____
--------------------------------------	-------	-------

Percentage of Floor Area for Bar:	_____	_____
-----------------------------------	-------	-------

Present Zoning:	_____	_____
-----------------	-------	-------

Required Zoning:	_____	_____
------------------	-------	-------

Cost of Remodeling:	_____	_____
---------------------	-------	-------

Cost of Construction:	_____	_____
-----------------------	-------	-------

Estimated Dates of Construction	Start: _____	Completion: _____
---------------------------------	--------------	-------------------

Total cost to be expended by licensee for the licensed premises: _____

Building Plans Submitted – 3 Sets Required: Number of Copies Enclosed: _____

Site Plans Submitted – 6 Sets Required: Number of Copies Enclosed: _____

Do Site Plans show off-street parking and lighting? Yes _____ No _____

Describe the proposed character/type of establishment (e.g. theme, entertainment, food):
Curtis Properties Group, LLC (“CPG”) will own the property located at 6900 Old Orion Court/CPG will procure a high-end restaurant as a co-licensee. The restaurant will operate as a class C co-licensee. Again, this restaurant will be a high-end restaurant and will hopefully be one of the three restaurants comprising Papa Joe’s, Gourmet Marketplace. The construction of the 6900 Old Orion Court is ongoing. Additionally, the marketplace will offer a wine and cheese bar and a banquet/reception facility at which beer, wine and spirit will be offered.

Describe the proposed full food menu:
See above.

Proposed menu attached: Yes _____ No X _____

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

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): Will supplement.

Evidence of Financial Responsibility: See attached letter from National City Bank.

Amount of Funds supplied by Principals: _____
Amount of Funds to be Financed: _____
Name of Financer/Phone Number: _____

Personal References/Phone Number:
Franklin Holtz/586-263-4640

Business References/Phone Number:
Aunt Mid Produce Co./313-841-7911

Donald Strehl/586-532-4100
Charles Earl/586-264-4800

Lipari Foods/586-447-3500
Rocky Produce, Inc./313-841-2525

Has applicant completed a certified training program? Yes No

Have employees completed a certified training program? Yes No
Names and addresses of those completing program

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) Papa Joe's Oakland, LLC
affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6, Alcoholic Liquor of the Rochester Hills Code of Ordinances.

I hereby certify the above information to be true and accurate to the best of my (our) knowledge.

Applicant Signature/Date
Eric J. Eggan, Attorney for Company

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.

National City

National City Bank of Michigan/Illinois
101 Main Street, Suite 200
Rochester, MI 48307
(248) 601-6770

Anna B. Fidler
Vice President
248.601.6773 Fax 248.601.6789

May 10, 2005

Mr. Jeffrey L. Curtis and Anthony J. Curtis, Jr.
Papa Joes Oakland LLC
2025 Rochester Road
Rochester Hills, MI 48307

Dear Jeff and Anthony:

As you know, the Michigan CDC (the SBA 504 loan administrator) has indicated your project does in fact qualify for higher financing limits due to the nature of it "revitalizing a business district in a community". Accordingly, a full 40% of eligible project costs will be financed with the SBA 504 term loan. Therefore, the commitment letter dated April 21, 2005, accepted by you on April 27, 2005 is amended as follows:

Type and Amount of Loans:

- (B.1.) Term Loan. Two million One Hundred Sixty-Eight Thousand, Nine Hundred Eighty-Eight and 00/100 Dollars (\$2,168,988.00).
- (C.) Term Loan. One Million Seven Hundred Thirty-Five Thousand, One Hundred Ninety and 40/100 Dollars (\$1,735,190.40).

All other terms and conditions remain as stated in the April 21, 2005 letter.

We have contacted the CDC and the first step in the approval for the SBA 504 loan is to have the CDC complete their internal credit memorandum. To accomplish this we will need the following information completed and returned to us as soon as possible:

- Personal Financial Statements for you and your brother that are no more than 90 days old. It would be best to use the attached SBA forms, however, if you have a statement already prepared in another format that is less than 90 days old, you can submit those and just sign the second page of the SBA form and attach it.
- The 12/31/04 financial statement for Papa Joe's Rochester or 2004 tax return, signed and dated.
- An interim balance sheet and income statement for Papa Joe's Rochester that is not more than 90 days old, signed and dated.
- The number of current jobs at Papa Joe's Rochester and proposed jobs for the new store.

Mr. Jeffrey L. Curtis
Mr. Anthony J. Curtis, Jr.
May 10, 2005
Page Two

- Confirm the ownership structure of the new Papa Joes Oakland LLC.
- Copies of all trust agreements.

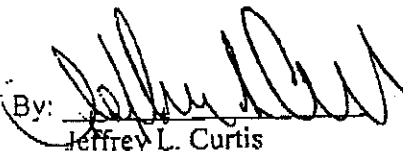
I am attaching another schedule detailing documents/information required for the SBA application that you should begin to gather and return to me as soon as possible.


Please feel free to contact me with any questions. Please sign and return a copy of this letter indicating your acceptance of the amended loan amounts at your earliest convenience.

Sincerely,



Anna B. Fidler

Accepted and agreed to this ____ day of May, 2005.

By:  Jeffrey L. Curtis


By:  Anthony J. Curtis, Jr.

The Maria L. Curtis Grandchildren's Trust

By: 

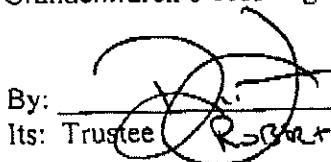
Its: Trustee F/B/O JEFFREY L CURTIS AND
F/B/O ANTHONY J. CURTIS JR.

Grandchildren's Trust Agreement #2 f/b/o Amber A. Curtis

By: 

Its: Trustee Robert W. Kiel

Grandchildren's Trust Agreement #2 f/b/o Ashley N. Curtis

By: 

Its: Trustee Robert W. Kiel

National City

National City Bank of the Midwest

April 21, 2005

Papa Joes Oakland, L.L.C.
2025 Rochester Road
Rochester Hills, MI 48307

Attention: Jeffrey L. Curtis and Anthony J. Curtis, Jr.

Re: Proposed \$4,483,000.00 Multi-Draw Loan

Gentlemen:

We are pleased to inform you that National City Bank of the Midwest ("Bank") agrees to make the following loans to you on the terms and conditions hereinafter set forth. The commitment of the Bank shall be contingent upon the execution on or prior to the closing date of loan agreements, notes, and related security documents satisfactory in form to Bank and its designated counsel, Strobl, Cunningham & Sharp, P.C.

BORROWER:

Papa Joes Oakland, L.L.C., a Michigan limited liability company.

TYPE AND AMOUNT OF LOANS:

- (A.) Multi-Draw Loan. Four Million Four Hundred Eighty Three Thousand and 00/100 Dollars (\$4,483,000.00). At maturity, the Multi-Draw Loan will be converted to the following Term Loans, providing that Bank's requirements have been satisfied, and that there exists no events of default.
- (B.1.) Term Loan. Two Million Four Hundred Forty Five Thousand, Six Hundred Seventy Eight and 00/100 Dollars (\$2,445,678.00).
- (B.2.) Term Loan. Five Hundred Seventy Eight Thousand Eight Hundred Twenty Two and 00/100 Dollars (\$578,822.00).
- (C.) Term Loan. One Million Four Hundred Fifty Eight Thousand, Five Hundred and 00/100 Dollars (\$1,458,500.00).

Papa Joes Oakland, L.L.C.

4/21/2005

Page -2-

INTEREST RATE:

Loan A.

The principal balance outstanding from time to time shall accrue interest on the basis of a year of 360 days for the actual number of days elapsed in a month, at an effective rate of interest which shall be equal to the Contract Rate, *provided*, that so long as (a) any principal remains unpaid after Bank shall have given Borrower notice of demand for any such principal or after the commencement of any Proceeding with respect to Borrower, or (b) any accrued interest remains unpaid after the due date of that interest, then, and in each such case, all unpaid principal shall bear interest at a fluctuating rate equal to three percent (3%) per annum above the rate that would otherwise be applicable, but in no case less than three percent (3%) per annum above the Prime Rate; *provided further*, that in no event shall any principal bear interest at any time after the giving of any such notice or the commencement of any such Proceeding, whichever shall first occur, at a lesser rate than the rate applicable thereto immediately after the giving of that notice or the commencement of that Proceeding, as the case may be. The "**Contract Rate**" shall at all times be a fluctuating rate equal to two and 20/100 percent (2.20%) per annum in excess of the LIBOR Flex Rate, *provided*, that in the event the LIBOR Flex Rate is unavailable as a result of Bank's good faith determination of the occurrence of one of the events specified in the following paragraph, the "**Contract Rate**" shall be a fluctuating rate equal to the Prime Rate.

Notwithstanding any provision or inference to the contrary, the Contract Rate shall not be based on the LIBOR Flex Rate if Bank shall determine in good faith that (a) any governmental authority has asserted that it is unlawful for Bank to fund, make, or maintain loans bearing interest based on the LIBOR Flex Rate, or (b) circumstances affecting the market selected by Bank for the purpose of funding the subject loan make it impracticable for Bank to determine the LIBOR Flex Rate. Bank's books and records shall be conclusive (absent manifest error) as to whether Bank shall have determined that the Contract Rate is prohibited from being based on the LIBOR Flex Rate. If the Contract Rate is prohibited from being based on the LIBOR Flex Rate as a result of the occurrence of one of the events referenced in this paragraph, then, and in each such case, notwithstanding any provision or inference to the contrary, the then outstanding principal balance shall, upon Bank giving Borrower notice of Bank's determination of the occurrence of such an event, bear interest at a Contract Rate based on the Prime Rate as contemplated in the preceding paragraph.

The LIBOR Flex Rate shall be adjusted by Bank, as necessary, at the end of each Banking Day during the term hereof. Bank shall not be required to notify Borrower of any adjustment in the LIBOR Flex Rate; however, Borrower may request a quote of the prevailing Contract Rate on any Banking Day.

Papa Joes Oakland, L.L.C.

4/21/2005

Page -3-

As used herein, except where the context clearly requires otherwise, "**Banking Day**" means any day (other than any Saturday, Sunday or legal holiday) on which Bank's banking office is open to the public for carrying on substantially all of its banking functions; "**LIBOR Flex Rate**" means, with respect to a loan, the rate per annum (rounded upwards, if necessary, to the next higher 1/16 of 1%) determined by Bank and equal to the average rate per annum at which deposits (denominated in United States dollars) in an amount similar to the principal amount of that loan and with a maturity one month after the date of reference are offered to Bank at 11:00 a.m. London time (or as soon thereafter as practicable) on the date of reference by banking institutions in the London, United Kingdom market, as such interest rate is referenced and reported by the British Bankers Association in the Bridge Financial Telerate system "Page 3750" report or, if the same is unavailable, any other generally accepted authoritative source of such interest rate as Bank may reference from time to time; "**Prime Rate**" means the fluctuating rate per annum which is publicly announced from time to time by Bank as being its so-called "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that the Prime Rate is not necessarily the lowest rate of interest then available from Bank on fluctuating-rate loans; "**Proceeding**" means any assignment for the benefit of creditors, any case in bankruptcy, any marshalling of any Obligor's assets for the benefit of creditors, any moratorium on the payment of debts, or any proceeding under any law relating to conservatorship, insolvency, liquidation, receivership, trusteeship, or any similar event, condition, or other thing.

Loan B.1 & 2. The interest rate on either Term Loan B.1. and B.2. will be, at Borrower's option, a floating rate equal to two percent (2.00%) per annum in excess of the LIBOR Flex Rate; or a fixed rate equal to two and 20/100 percent (2.20%) per annum in excess of the Bank's cost of funds index fixed at funding of the Term Loans. Borrower shall notify Bank at least two (2) Banking Days before funding of the Borrower's choice of interest rate option.

Loan C. The interest rate on Term Loan C. will be a floating rate equal to two percent (2.00%) per annum in excess of the LIBOR Flex Rate.

TERM:

- (A.) Eighteen (18) months from closing.
- (B.1 & 2.) Seven (7) years from the funding of Term Loan B.1. and B.2.
- (C.) Six (6) months from the funding of the Term Loan.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -4-

PAYMENT:

- (A.) Interest only on amounts disbursed shall be payable monthly until maturity when the entire balance shall be due and payable in full.
- (B.1&2) If Borrower elects the floating rate: eighty four (84) monthly payments of principal plus all accrued and unpaid interest, based on a ten (10) year amortization schedule, will be due monthly until maturity, when a balloon payment of all unpaid principal plus accrued and unpaid interest will be due and payable.

If Borrower elects the fixed rate: eighty four (84) equal monthly payments of principal and interest, based on a ten (10) year amortization schedule, will be due monthly until maturity, when a balloon payment of all unpaid principal and accrued and unpaid interest will be due and payable.

- (C.) Interest only shall be payable monthly until maturity when the entire balance shall be due and payable in full.

PREPAYMENT:

- (A.) The Multi-Draw Loan may be prepaid in full at any time or in part from time to time, without payment of a prepayment premium. All prepayments shall be applied first against accrued interest due under the Note, with the balance applied to principal, and no prepayments shall affect the obligations of Borrower to continue to pay the regularly scheduled monthly interest payments until the entire unpaid principal and accrued interest has been paid in full. Further, no prepayment shall be re-advanced.
- (B.1&2) If Borrower elects the floating rate, the Term Loan(s) may be prepaid in full at any time or in part from time to time, without payment of a prepayment premium fee.

If Borrower elects the fixed rate, if all or any part of any principal (or installment, as applicable) of the Term Loan(s) is paid in whole or in part before the original due date of that principal (or installment, as applicable), then, and in each such case for all payments in respect of principal (or any installment, as applicable) with an original due date during the period when the unpaid principal balance of the Term Loan(s) bears interest (or is scheduled to bear interest) at a fixed rate, Borrower shall, concurrently with the payment, pay to Bank a premium based on the principal (or installment, as applicable) amount paid and computed for the period from the later of the Starting Date or the date of payment to the original due date of that principal (or installment, as applicable), at a rate equal to the excess, if any, of Bank's Cost of Funds on the date thereof over the Reinvestment Rate at the time of the payment (discounted to the present value in accordance with standard financial practice at a rate equal to the Reinvestment Rate at the time of the payment). "Reinvestment Rate" means, when used with respect to any period, a per annum rate of interest equal to the "bond equivalent yield" for the most actively traded issues of U.S. Treasury Bills, U.S. Treasury

Papa Joes Oakland, L.L.C.
4/21/2005
Page -5-

Notes, or U.S. Treasury Bonds for a term similar to the period in question. "Cost of Funds" means Bank's cost of funds as determined by Bank in the exercise of its sole discretion and quoted to Borrower upon request, which rate shall be the same cost of funds quoted to other customers of Bank for obligations of similar amount, maturity and loan structure to the loan evidenced by the Term Loan(s). Bank's determination of the premium shall be conclusive absent manifest error. Any prepayment shall be applied to any installments due on the Term Loan(s) in the inverse order of their respective due dates. Borrower acknowledges and agrees that the premium (a) constitutes liquidated damages, (b) is a reasonable method of determining Bank's out-of-pocket loss in the event all or any part of any principal of the Term Loan(s) is paid in whole or in part before its original due date and (c) is not a penalty.

Nothing herein contained, nor any transaction relating thereto, or hereto, shall be construed or so operate as to require the Borrower to pay, or be charged, interest at a greater rate than the maximum allowed by the applicable law relating to the Term Loan(s). Should any interest or other charges, charged, paid or payable by the Borrower in connection with the Term Loan(s), or any other document delivered in connection herewith, result in the charging, compensation, payment or earning of interest in excess of the maximum allowed by the applicable law as aforesaid, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under the Term Loan(s). If Bank shall reasonably determine that the effective interest rate (together with all other charges or payments related hereto that may be deemed interest) stipulated under the Term Loan(s) is, or may be, usurious or otherwise limited by law, the unpaid balance of the Term Loan(s), with accrued interest at the highest rate then permitted to be charged by stipulation in writing between Bank and Borrower, at the option of Bank, shall immediately become due and payable.

No prepayments shall affect the obligations of Borrower to continue to pay the regularly scheduled monthly interest payments until the entire unpaid principal and accrued interest has been paid in full.

- (C.) The Term Loan may be prepaid in full at any time or in part from time to time, without payment of a prepayment premium. All prepayments shall be applied first against accrued interest due under the Note, with the balance applied to principal, and no prepayments shall affect the obligations of Borrower to continue to pay the regularly scheduled monthly interest payments until the entire unpaid principal and accrued interest has been paid in full.

MANDATORY PREPAYMENTS:

All "Free Cash Flow" (as defined below) of Borrower, shall annually be applied as a mandatory prepayment on Term Loans B.1. and B.2. in a prorata share to be computed by Bank. Such funds shall be applied towards Term Loans B.1 and B.2 until such time as Term Loans B.1 and B. 2 shall be fully repaid within a five (5) year term under the normally scheduled monthly payments. All mandatory prepayments shall be excluded from the prepayment premium fee.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -6-

"Free Cash Flow" means net income plus depreciation plus amortization, minus unfinanced capital expenditures minus scheduled principal payments minus distributions for tax purposes.

USE OF PROCEEDS:

(A.) To finance the purchase of equipment, fixtures and other items, as acceptable and approved by Bank (hereinafter referred to as the "Improvements") of the new Papa Joes' Rochester store located at the northwest corner of Rochester and Tienken Roads in Rochester Hills, Michigan (hereinafter referred to as the "Premises"). The Improvements to the Premises to be financed under this commitment shall be housed at, incorporated into, and made a part of the following areas:

1. Papa Joes' main first floor, 34, 211 square feet
2. Papa Joes' food preparation/mezzanine, 14,226 square feet
3. Papa Joes' second floor banquet room, 9,538 square feet
4. Papa Joes' basement warehouse, 20,038 square feet

(B.1&2) B. 1 and B. 2. to partially repay the Multi-Draw Loan.

(C.) To partially repay the Multi-Draw Loan and provide temporary funding until Borrower's SBA 504 loan closes, which SBA proceeds shall repay Term Loan C.

GENERAL CONDITIONS:

The General Conditions attached hereto are incorporated herein and made a part and condition hereof, with the same force and effect as if they were set forth herein in their entirety. The typed portion of this Commitment letter shall govern over the printed general conditions in the event of any conflict.

COMMITMENT FEE:

As an inducement to enter into the Multi-Draw Loan, subsequent Term Loans, and in consideration of the general availability of money, character of property being offered as security hereunder and the risks of the proposed venture, the Borrower shall pay to Bank simultaneously with the acceptance of this Commitment the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) as a commitment fee. Said Commitment Fee is payable upon acceptance of this commitment, is non-refundable, and will be deemed fully earned by Bank upon acceptance hereof. This Commitment Fee includes the one-half percent (0.50%) fee payable to the SBA by Bank, and is also subject to the provisions of Bank's letter to Borrower dated April 5, 2005, regarding the overdraft fees issue.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -7-

COLLATERAL SECURITY:

Borrower shall provide the following collateral to Bank in connection with the Loan:

1. A first priority perfected security interest in all assets of Borrower, whether now owned or hereafter acquired, including, without limitation, accounts, documents, chattel paper, instruments, general intangibles, inventory, goods, equipment, fixtures and investment property. The security interest shall extend to the products and proceeds of all of the foregoing.

2. Second (2nd) Mortgage and Assignment of Rents and Leases covering the Premises, and upon all Improvements, appurtenances and fixtures located thereon, which shall be given under and supporting the guaranty of Curtis Properties Group, L.L.C.

3. The unlimited Joint and Several Guaranty of Jeffrey L. Curtis, Anthony J. Curtis, Jr., (and their respective Trusts, if trusts exist, and so required by Bank), of The Maria L. Curtis Grandchildren's Trust, and Curtis Properties Group, L.L.C.

4. The unlimited Joint and Several Guaranty of Anthony Curtis, Sr., AJM, Inc., Commercial Property Associates, A&J Curtis, LLC, and Papa Joe's Birmingham, LLC, (the above to guaranty the Multi-Draw Loan only).

FINANCIAL COVENANTS.

Borrower agrees to maintain its financial condition within the following parameters, calculated using GAAP consistently applied:

1. Debt Service Coverage Ratio shall not be less than 1.25 to 1.00 as of June 30, 2006, and thereafter. Debt Service Coverage Ratio shall mean that ratio obtained by dividing the sum of Borrower's (i) net income after taxes and distributions, (ii) interest expense, (iii) depreciation expense, (iv) amortization expense, and (v) unfinanced capital expenditures, by the sum of Borrower's interest expense plus current maturities of long term debt.

FINANCIAL STATEMENTS.

Borrower shall deliver to Bank, in form satisfactory to Bank, the following financial statements:

(a) Within one hundred twenty (120) days after the end of Borrower's fiscal year end, CPA, compiled annual financial statements of Borrower;

(b) Within forty-five (45) days after the end of each fiscal quarter of Borrower, quarterly compiled financial statements of Borrower, in form satisfactory to Bank, which are CPA prepared.

Papa Joes Oakland, L.L.C.

4/21/2005

Page -8-

(c) Annually, but not later than five (5) business days after filing, a complete copy of the signed, income tax returns of Borrower as filed with the Internal Revenue Service for the prior year ended.

(d) Annually, but not later than one hundred twenty (120) days after the end of each calendar year, the signed personal financial statements of Jeffrey L. Curtis and Anthony J. Curtis, Jr.

(e) Annually, but not later than five (5) business days after filing, a complete copy of the signed, income tax returns of Jeffrey L. Curtis; Anthony J. Curtis, Jr.; Maria L. Curtis Grandchildren Trust, and Curtis Properties Group, L.L.C., as filed with the Internal Revenue Service for the prior year ended.

(f) Promptly furnish Bank such other information and reports concerning Borrower's business, Property, and financial condition as are provided to Borrower's owners or as Bank requests, and permit Bank to inspect, confirm, and copy Borrower's books and records at any time during Borrower's normal business hours.

NEGATIVE COVENANTS.

Until all of Borrower's Obligations under this commitment are fully performed, without the Bank's prior written consent Borrower shall not:

1. Make distributions of profit, unless limited to the amount required to cover taxes which are related solely to Borrower.
2. Borrow money, become the account party on any Letter of Credit, enter into any SWAP Agreement, act as a guarantor of any loan or other obligation, except Bank, or lend any money to any Person, without the Bank's prior written consent.
3. Allow the annual total of all officer salaries, bonuses, fringe benefits, and all other compensation paid by Borrower to be increased by more than five percent (5%) over that amount paid by Borrower during year ending December 31, 2004.

SPECIAL CONDITIONS TO CLOSING THE MULTI-DRAW LOAN:

The following conditions must be fulfilled prior to closing the Multi-Draw Loan:

1. The Multi-Draw Loan must be closed in conjunction with that certain \$21,720,000.00 construction loan made simultaneously by Bank to Curtis Properties Group, L.L.C., a Michigan limited liability company.
2. Borrower shall hereby commit that Term Loans B.1., B.2., and C., will be closed in conjunction with a certain term loan to repay the above mentioned \$21,720,000.00 construction loan, which shall be made simultaneously by Bank to Curtis Properties Group, L.L.C., when the Term Loans are closed.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -9-

3. Bank shall have received an attorney opinion letter with respect to the IRS tax obligation of Anthony Curtis, Sr., outlining the terms that will satisfy the obligation and stating that the lien/obligation is not enforceable against any other family members or related business interests.

4. Bank shall have received satisfactory notification of the approval of the SBA 504 Loan Authorization for Debenture Guarantee in the amount of \$1,458,500.00, which SBA proceeds shall payoff Term Loan C. Further, Borrower shall also provide evidence to the Bank, from the SBA, that all items on the SBA's checklist for the above mentioned transaction have been satisfied and are in compliance.

SPECIFIC LENDING CONDITIONS:

Bank's obligation to make the loans contemplated herein and to advance any funds thereunder from time to time shall be conditioned upon:

1. Receipt by Bank of a Mortgage Title Insurance Policy Commitment, without exceptions, covering all property being given as collateral for the loans, accompanied by a copy of the proposed policy and all proposed endorsements thereto, which will be issued as a result thereof, insuring Bank's respective liens. Said insurance company, Policy Commitment, Policy and endorsements must be satisfactory to Bank.

2. Receipt by Bank of invoices listing the specific equipment, fixtures, etc. to be purchased with a detailed cost of each item, which invoices must be acceptable to Bank.

3. Receipt by Bank of adequate loss payee insurance, liability insurance, worker's compensation and builder's risk insurance policy, as applicable, with standard mortgagee and loss payee endorsement(s) in favor of Bank and satisfactory to Bank, covering the Premises and Improvements.

4. Receipt by Bank of a copy of required building permits, if so applicable.

5. Execution by Borrower and/or Guarantors, as applicable, of a Business Loan Agreement, Multi-Draw Note, Mortgage, Security Agreement and other security documents evidencing the terms and conditions herein contained, and satisfactory to Bank's designated counsel, together with the Opinion of the counsel for the Borrower, dated as of the date of the closing, reasonably satisfactory in form and substance to Bank and its designated counsel, to the following effect: (a) based solely upon examination of a title commitment, the owner has good and marketable title to all property being given as collateral subject to no mortgage, pledge, lien, encumbrance or charge other than the mortgage and easements for public utilities acceptable to Bank; (b) Borrower is a duly formed and validly existing Michigan limited liability company which has the authority to carry on its business as contemplated in connection with the proposed project; and (c) all documents incident hereto and the note, loan agreement, security agreement, and mortgage have been duly executed and delivered by the Borrower and/or Guarantor, as

Papa Joes Oakland, L.L.C.
4/21/2005
Page -10-

applicable, and constitute legal, valid and binding obligations of the Borrower and/or Guarantor, as applicable, enforceable in accordance with their respective terms and do not violate any usury or other applicable laws or ordinances, except that such counsel need not express any opinion as to the extent that enforcement of any such documents may be limited by laws relating to bankruptcy, insolvency, or other similar laws affecting creditor rights generally.

6. Procurement at Borrower's expense and delivery to Bank of a survey of all property being given as collateral for the loan showing the location of all easements and identify them by liber and page of recording.

7. Payment in full of all taxes and special assessments pertaining to or levied upon all property being given as collateral for the loans.

8. It is understood and agreed that there will be no other financing, other than with Bank, on the subject real estate during the term of the subject loan.

9. Receipt by Bank of evidence satisfactory to Bank that the Premises is not located in a designated flood plain or a wetland.

10. Bank shall have the right to inspect the Improvements on the Premises in connection with each disbursement request.

11. Receipt by Bank of proof of zoning, site plan and other municipal approvals, and compliance with all statutory environmental laws to permit the proposed Improvements on the Premises. If applicable, compliance with the Michigan Soil Erosion and Sedimentary Control Act of 1972, as amended.

12. Bank acknowledges receipt of an appraisal report, which shall include the Improvements, covering all property being given as collateral for the subject loan, prepared by a qualified Appraiser.

STATUS OF BORROWER:

Borrower shall deliver to Bank, prior to closing, certified copies of Borrower's Certificate of Good Standing; Articles of Organization; operating agreement, trusts, if so applicable, and such other documents evidencing the limited liability company status of Borrower as Bank or its designated counsel may require.

STATUS OF GUARANTOR(S):

Borrower shall deliver to Bank, or cause to be delivered to Bank, prior to closing, as applicable, certified copies of Certificate of Good Standing; Articles of Organization; operating Agreement, trusts of Guarantor(s), and such other documents evidencing the status of Guarantor(s) as Bank or its designated counsel may require.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -11-

TRUSTS:

In regards to any trusts, Bank shall receive complete, current, executed copies of the trust agreement(s), and any and all amendments thereto, for Borrower and each Guarantor that is a trust or has a trust.

NON-ASSIGNMENT OF COMMITMENT:

This Commitment shall not be assignable by operation of law or otherwise.

CLOSING COSTS:

All expenses arising from and reasonably incurred in connection with the within Commitment and in connection with the closing of the within contemplated loan and making of advances hereunder shall be paid by Borrower, including title company charges, surveys, appraisals, environmental reports, taxes, assessments, and Bank's attorney fees. Any brokerage commissions shall be payable by Borrower, and Bank shall be held harmless and indemnified by Borrower against any such claims of brokers.

EXPIRATION OF COMMITMENT:

This entire Loan Commitment may be cancelled at Bank's option if:

- (1) This entire Commitment is not accepted by the Borrower on or before April 28, 2005.
- (2) The Loan is not closed by June 15, 2005.
- (3) The Borrower shall fail to comply in any material manner with any of the terms and conditions hereof.
- (4) The filing by or against Borrower or Guarantor of a petition in Bankruptcy or in insolvency or for reorganization or for the appointment of a receiver or trustee or the making by Borrower of an assignment for the benefit of creditors or the filing of a petition for arrangement by Borrower, or which may exist at the time now or hereafter established for the closing of the loan.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -12-

ACKNOWLEDGMENT:

Please acknowledge your acceptance of this Commitment by executing the enclosed copy of this letter and returning same, together with the Commitment Fee.

We hope that you will find the above loan proposals adequate for your needs and that you will look to National City Bank of the Midwest for all your banking services.

Very truly yours,

National City Bank of the Midwest

Anna B. Fidler
Vice President

Attachment

Papa Joes Oakland, L.L.C.
4/21/2005
Page -13-

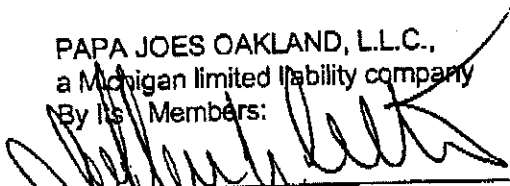
ACCEPTANCE

To: National City Bank of the Midwest
101 Main Street
Suite 200
Rochester, Michigan 48307

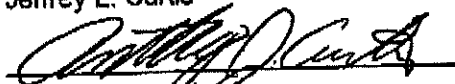
Attn: Anna Fidler
Vice President

The loan proposals set forth above is hereby accepted. Our check in the amount of \$30,000.00 representing the Commitment Fee for the Multi-Draw Loan, and subsequent Term Loans, is enclosed. The undersigned acknowledges that the Commitment Fee is non-refundable and is not applicable to closing costs, attorneys' fees or other costs incurred at the closing of the proposed Multi-Draw Loan and subsequent Term Loans. The undersigned further acknowledges that if this acknowledgement and said Commitment Fee are not received by you on or before April 28, 2005, this Commitment will be null and void.

PAPA JOES OAKLAND, L.L.C.,
a Michigan limited liability company
By its Members:

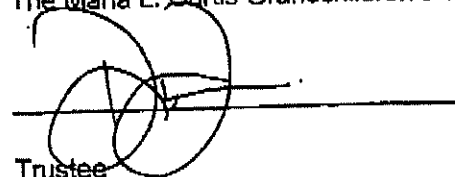


Jeffrey L. Curtis



Anthony J. Curtis, Jr.

The Maria L. Curtis Grandchildren's Trust

By: 

Its: Trustee

Dated: April 27, 2005

Papa Joes Oakland, L.L.C.
4/21/2005
Page -14-

GENERAL CONDITIONS

1. Bank shall have a first lien or second lien, as applicable, on all the security indicated heretofore in this Commitment, and the real estate, including all the improvements thereon, and the personal property which is to be given as security is, at all times prior to closing, to be as heretofore or hereinafter represented to and approved by Bank, and all leases (if any there be) required to be assigned to Bank, are to be in form and substance satisfactory to Bank. Borrower shall not grant nor allow additional liens upon any or all of the security indicated in this Commitment, without the prior written consent of Bank.

2. This loan is to be closed on such documents as may be required by Bank which are satisfactory to Bank and its counsel. Such documents shall contain covenants with regard to additional interest or charges during default, to insurance and to deposits for insurance, taxes, assessments, and all other prior liens and charges as required by Bank.

3. Bank shall receive, prior to closing, an acceptable ALTA Title Insurance Policy without exceptions, for the loan amount, certificates of occupancy (if legally obtainable), and other satisfactory evidence that all improvements and their use comply fully with any and all applicable laws, regulations and zoning requirements a satisfactory mortgage survey, certified to Bank by a qualified surveyor, showing the dimensions and total square foot area of the land, and the dimensions and location of the completed building(s) and improvements, and any other features affecting title, photographs of the plot and its improvements, a detailed appraisal report which is satisfactory to Bank as to form, substance and content, made by an appraiser approved by the Bank, and all appropriate documents evidencing Mortgagor's capacity and good standing, and the qualifications of signor to execute the loan instruments, and to engage in any transaction or business in connection with which the loan is made. The Bank shall also receive, prior to closing, as collateral security, such fire, extended coverage, and other insurance which Bank may from time to time require, in an amount not less than the loan amount. All policies of insurance are to be written by corporate insurers acceptable to Bank, and must contain an acceptable Mortgagee's clause. If insurance is written on a co-insurance basis, Mortgagor will carry a sufficient amount to comply therewith and fully protect Bank's interest.

4. Counsel of Bank's selection will be used for the necessary title services, leases examinations, drafting of papers, and other attorneys' services relating to the transaction. The fee of Bank's counsel shall be a cost of this Commitment and loan, and shall be paid by Borrower.

5. Borrower shall pay all costs arising from the Commitment, including without limitation, the cost of any escrow and recording fees and taxes, revenue and tax stamps, and all the documents and services described in the foregoing paragraphs 1, 3 and 4, whether the loan is completed or not. Borrower shall indemnify Bank and hold it harmless against the claims of all persons or entities in this transaction for fees and commissions.

6. If Borrower shall fail to comply with the terms and conditions of the Commitment, or upon any termination of the Commitment by Bank under the terms of paragraphs 9 and 10 hereof, or in any event if the loan shall not have been closed by the date set forth for that purpose,

Papa Joes Oakland, L.L.C.
4/21/2005
Page -15-

then all obligations of Bank shall terminate and any commitment fees specified shall be considered as fully earned by Bank and as a measure of liquidated damages for breach of the Commitment except, however, the Borrower shall also remain liable for expenses incurred as set forth in paragraph 5 above.

7. The Commitment Fee specified in the Commitment shall be deemed fully earned by Bank upon the issuance and acceptance of this Commitment, and in no event shall said Commitment Fee be refunded to Borrower or credited in any way to the closing of the loan.

8. Borrower shall establish and maintain its primary bank accounts at Bank in connection with the operation of the retail store to operate on the land identified in this Commitment.

9. This Commitment is given in reliance upon the truth of all representations heretofore made by Borrower to Bank and said representations shall be and are hereby deemed a part of this Commitment. Bank's obligations hereunder shall cease in the event that any of said representations were untrue at the time they were made or ceased to be true at any time prior to the closing of the loan.

10. This Commitment shall not be assignable by operation of law, or otherwise, and may be terminated at the Bank's option, and in such manner as Bank may determine if (a) the Borrower and/or Mortgagor shall fail to comply with any of the terms and conditions hereof, or (b) in the event of the filing by or against any Mortgagor or Lessee under any lease required to be assigned to Bank as additional security, or a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or the making by any Mortgagor or such Lessee of an assignment for the benefit of creditors or the filing of a petition for arrangement by any Mortgagor or such Lessee which is not withdrawn, dismissed, cancelled and/or terminated within sixty days after the filing or the entry into the same or which may exist at the time now or hereafter established for the closing of the loan.

11. This Commitment will, at Bank's option, terminate at the time stipulated herein, unless the commitment fee is paid and the Commitment accepted by Borrower, as provided herein.

12. The provisions of this Commitment shall survive the closing, unless superseded by the closing documents.

13. The Multi-Draw Loan shall be closed by the execution of Bank's Business Loan Agreement and such other closing documents as required. If a permanent loan is also contemplated by this Commitment, it shall be closed simultaneously with the closing of the Multi-Draw Loan, or at Bank's option, at the maturity of the Bank's Multi-Draw Loan.

14. Bank shall have the right to require fire and hazard insurance, and such other insurance applicable thereto.

Papa Joes Oakland, L.L.C.
4/21/2005
Page -16-

15. Disbursements shall be made upon receipt of invoices acceptable to Bank.

16. In connection with the proposed Multi-Draw Loan, Bank reserves the privilege of posting a public notice on the premises, which notice shall state in effect that Bank has supplied the financing for the Improvements. Bank further reserves the right to determine the location, design and size of said notice.

J:\DOCS\03076\026\tr\SB146334.DOC

Authorization Resolution

[R 436.1109(1) (C)]

This is to certify that a meeting of the _____ members

of Papa Joe's Oakland L.L.C.

duly held on the _____ day of _____, 20 04 ,

the following Resolution was adopted:


RESOLVED: That Eric J. Eggan

and/or Irene Mead of Honigman Miller Schwartz and Cohn L.L.P.

was hereby authorized to execute any and all documents required by the Michigan Liquor Control Commission, and to receive the license/s in lieu of being mailed.

IN WITNESS WHEREOF,

I have hereunto subscribed my name this 16th day of June, 20 04



Signature (Office / Position)

*Please adapt the wording to fit the proper entity, i.e. Board of Directors, Board of Control, etc. Each corporate general partner of a Limited Partnership should execute Resolution.

**OPERATING AGREEMENT FOR
PAPA JOES OAKLAND, L.L.C.
*A Michigan Limited Liability Company***

This Operating Agreement is made on April 27, 2004, among PAPA JOES OAKLAND, L.L.C., a Michigan Limited Liability Company (the "Company"), the persons executing this Operating Agreement as members of the Company, and all of those who shall later be admitted as members (individually, a "Member," and collectively, the "Members") who agree as follows:

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Company has been organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act, 1993 PA 23, as amended (the "Act"), by the filing of Articles of Organization ("Articles") with the Michigan Department of Consumer and Industry Services as required by the Act.

1.2 Name. The name of the Company is PAPA JOES OAKLAND, L.L.C. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act, including, operation of a Papa Joes gourmet grocery business at Tienken and Rochester Roads. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

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

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

1.6 Intention for Company. The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member or Manager shall be construed to be a partner in the Company or a partner of any other Member, Manager, or person, and the Articles, this Operating Agreement, and the relationships created by and arising from them shall not be construed to suggest otherwise.

ARTICLE II
BOOKS, RECORDS, AND ACCOUNTING

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

2.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Managers from time to time.

2.3 Reports. The Company shall provide to the Members, in the time, manner, and form that the Company may determine, reports concerning the financial condition and results of operation of the Company and the Members' Capital Accounts. Such reports shall be provided at least annually, as soon as practicable after the end of each calendar year, and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction, and credit.

ARTICLE III
CAPITAL CONTRIBUTIONS, MEMBERSHIP SHARES, AND CAPITAL ACCOUNTS

3.1 Capital Contributions and Membership Interests. By executing this Operating Agreement, the Members agree to make the capital contributions set forth in the attached Exhibit A. Each Member owns a membership interest in the Company, represented by the Member's Shares in the Company set forth in Exhibit A. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution required in a written agreement with the Company and the other Members concerning the additional Member's admission as a Member.

3.2 Additional Contributions. In addition to the initial capital contributions, the Members may determine from time to time that additional capital is needed to enable the Company to conduct its business and affairs. After making such a determination, notice of it shall be given to all Members in writing at least 30 days before the date on which the additional contributions are due. The notice shall describe, in reasonable detail, the purposes and uses of the additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is due. Each Member's percentage of the total additional capital due shall equal the percentage of each Member's Shares to the total Shares in the Company.

3.3 Failure to Contribute. If a Member fails to make a capital contribution when required, the Company may, in addition to pursuing any other rights and remedies the Company may have under the Act or applicable law, take any enforcement action (including the commencement and prosecution of court proceedings) against the Member that the Company considers appropriate. Moreover, the remaining Members may elect to contribute the required capital themselves, according to their respective Shares. The Members who make such contributions shall be entitled to treat these amounts as an extension of credit to the defaulting Member, payable on demand, with interest accruing on the extension at the rate of five percent (5 %) per annum until paid. This extension of credit shall be secured by the defaulting Member's interest in the Company. Each Member who

defaults grants to each Member who may later make an extension of credit a security interest in the defaulting Member's interest in the Company.

3.4 Capital Accounts. The company shall maintain a separate capital account for each Member. Each Capital Account shall be

- a. increased (i) for the amount of cash and the fair market value of any property (net of any liabilities secured by the property that the Company assumes or takes subject to) that the Member contributes and (ii) for the Member's share of any of the Company's income or gain and
- b. decreased (i) for the amount of any cash and the fair market value of any property (net of any liabilities secured by the property that the Company assumes or takes subject to) distributed to the Member, (ii) for the Member's share of any losses and deductions of the Company, and (iii) for any expenditures under IRC 705(a)(2)(B).

If a Member's Shares, or any portion of them, are transferred in accordance with this Operating Agreement, the transferee shall succeed to the Capital Account of the transferring Member or to any portion that is transferred. All of the provisions of this Section regarding the establishment and maintenance of Capital Accounts are intended to comply with Treasury Regulation 1.704-1(b)(2)(iv) and shall be interpreted and applied to comply with such Treasury Regulation. The Members agree to make any adjustment to the Capital Accounts that may be necessary or appropriate to comply with the Treasury Regulation.

3.5 No Right of Withdrawal. The Members shall not have any right of withdrawal or any right to receive any payment or distribution from the Company on any actual or purported withdrawal. The Members agree not to withdraw, and they waive any right of withdrawal and any right to receive any payment or distribution on withdrawal provided for under the Act.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations. Except as may be required by the Internal Revenue Code or by this Operating Agreement, the Company's net profits, net losses, and other items of income, gain, loss, deduction, and credit shall be allocated among the Members first, so their Capital Account balances are, as nearly as possible, in the same ratios as their respective Shares, and then, pro rata, in accordance with the Shares held by each Member. Notwithstanding the foregoing, and to the extent and in the manner required by and consistent with the applicable Treasury Regulations:

- a. If there is a net decrease in the Company minimum gain for any fiscal year, each Member shall be allocated items of Company income or gain for such fiscal year (and, if necessary, succeeding fiscal years) equal to the Member's share of the net decrease in Company minimum gain.

- b. If there is a net decrease in Member minimum gain, each Member with a share of Member minimum gain shall be allocated items of Company income and gain for such fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's Share of the net decrease in Member minimum gain.
- c. Any Member who unexpectedly receives any adjustment, allocation, or distribution described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5), or (6) shall be allocated items of Company income and gain (consistent with a prorated portion of each item of income, including gross income, and gain for such fiscal year) in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in the Member's Capital Account.
- d. Any Company nonrecourse deductions shall be allocated among the Members in accordance with Treasury Regulation 1.704-2(e).
- e. Member nonrecourse deductions shall be allocated to the Members who bear the economic risk of loss with respect to the Member nonrecourse debt to which Member nonrecourse deductions are attributable.
- f. Items of income, gain, loss, and deduction with respect to any property contributed to the Company by any Member shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for Capital Account purposes, in accordance with IRC 704(c) and applicable Treasury Regulations. If the value of the property is later adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the property shall be made in accordance therewith.

The Members intend that the allocations of the Company's profits and losses shall be applied in a manner consistent with IRC 704 and the Treasury Regulations promulgated thereunder, and the provisions of this article IV shall be interpreted in a manner consistent therewith.

4.2 Distributions. The Company may make distributions to the Members from time to time. Distributions may be made only after the Company determines that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any). All distributions shall be made to the Members in accordance with each Member's Shares. Distributions shall be in cash or property, or both, as the Company may determine. No distribution shall be declared or made if, after giving it effect, (a) the Company would not be able to pay its debts as they became due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution. The Company shall endeavor to make distributions in cash to the Members at such times and in such amounts as to enable the Members to pay the tax due on the income of the Company before the due dates therefor.

ARTICLE V DISPOSITION OF MEMBERSHIP INTERESTS

5.1 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other disposition of any membership interest shall be made only in compliance with this Article. No membership interest shall be disposed of if (a) the disposition would cause a termination of the Company under the Internal Revenue Code of 1986, as amended; (b) the disposition would not comply with all applicable state and federal securities laws and regulations; or (c) the assignee of the membership interest fails to provide the Company with the information and agreements that the Managers may require in connection with such a disposition. Any attempted disposition of a membership interest in violation of this Article is void.

5.2 Permitted Dispositions. Subject to the provisions of this Article, a Member may assign the Member's membership interest in the Company in whole or in part. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions to which the assigning Member would otherwise be entitled.

5.3 Admission of Substitute Members. An assignee of a membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only upon the unanimous vote of the members entitled to vote. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions, and liabilities of a Member.

ARTICLE VI VOTING OF MEMBERS

6.1 Voting. All Members shall be entitled to vote on any matter submitted to a vote of the Members. The Members shall have the right to vote on all of the following: (a) the dissolution of the Company pursuant to this Operating Agreement; (b) the merger of the Company; (c) an amendment to the Articles; (d) a transaction with the Company or a transaction connected with the conduct or winding up of the Company in which a Member has a direct or indirect interest, or a Member's personal use of Company property; and (e) the sale, exchange, lease, or other transfer of all or substantially all of the Company's assets other than in the ordinary course of business.

6.2 Required Vote. Unless a greater vote is required by the Act or the Articles, the affirmative vote of a majority of the Shares of all the Members entitled to vote on such matter is required.

6.3 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date, and place that the Company shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the holders of at least ten percent (10%) of the Shares of all Members entitled to vote. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any

meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date. All meetings of Members shall be presided over by a Chairperson, designated by the Members from among themselves.

6.4 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken by consent or approval without a meeting or prior notice. The consent or approval must be in writing, set forth the action to be taken, and be signed by the Members having at least the minimum number of votes necessary to authorize or take such an action at a meeting at which all membership interests entitled to vote on the action are present and voting. Every written consent or approval shall also bear the date of when each Member signed the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent of the Members entitled to vote shall be given to all Members who did not consent to or approve the action.

ARTICLE VII MANAGEMENT

7.1 Management Vested with Members. The business and affairs of the Company shall be managed by the Members. Any decision required to be made by the Members shall be submitted to a vote of the Members in accordance with Article VI.

7.2 Standard of Care; Liability. Every Member shall discharge his or her duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Member reasonably believes to be in the Company's best interests. A Member shall not be liable for monetary damages to the Company for any breach of management duties except for (a) receipt of a financial benefit to which the Member is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or (c) a knowing violation of the law.

7.3 Reimbursement. Members shall be entitled to reimbursement from the Company for all Company expenses reasonably incurred and paid for by the Member on the Company's behalf.]

ARTICLE VIII EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member or Manager, or both, shall not be liable for the acts, debts, or liabilities of the Company.

8.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify any Member, and may indemnify any employee or agent, of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Member, employee, or agent of the Company. The Company shall indemnify such Member, employee, or agent against expenses, including attorney fees, judgments, penalties, fines,

and amounts paid in settlement, actually and reasonably incurred by such person in connection with the action, suit, or proceeding. The Company shall indemnify the Member, employee, or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the person reasonably believed to be in the best interests of the Company. With respect to a criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, or in defense of any claim, issue, or other matter in the action, suit, or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorney fees, incurred by him or her in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Company only as the Company authorizes in the specific case after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding. However, no indemnification shall be provided to any Member, employee, or agent of the Company for or in connection with (a) the receipt of a financial benefit to which the person is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or (c) a knowing violation of the law.

ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Continuity of Life—Continuation of Company after Disassociation. Notwithstanding the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company, the Company's business and affairs shall continue and shall not be dissolved or terminated, pursuant to and in accordance with the Act. If a Member who is an individual dies, or a court of competent jurisdiction judges a Member to be incompetent to manage his or her person or property, that Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering his or her property, including giving the consent required by this Operating Agreement or the Act for an heir, trustee, or successor to be admitted as a substitute Member. On a Member's withdrawal, expulsion, bankruptcy, or dissolution, the Company shall purchase, and the holder shall sell, the disassociating Member's Membership Interest in the Company at its book value, determined in accordance with generally accepted accounting principles consistently applied. The sale and purchase shall be completed within ninety (90) days of any such event.

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

9.3 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed first to creditors, to the extent permitted by law, in satisfaction of Company debts, liabilities, and obligations (including those owed to Members). Thereafter, the assets shall be distributed as a liquidating distribution to the Members who have positive Capital Accounts, in accordance with such positive Capital Account balances, but only after the Capital Accounts have been adjusted for all prior contributions and distributions and all allocations under Article IV for all periods. The proceeds shall be paid to the Members within ninety (90) days after the date of the winding up.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm, or corporation may in the context require.

10.2 Article Headings. The article headings contained in this Operating Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Operating Agreement.

10.3 Counterparts. This Operating Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same.

10.4 Entire Agreement. This Operating Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter. This Operating Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter.

10.5 Severability. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 Amendment. This Operating Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Operating Agreement. No change or modification to this Operating Agreement shall be valid unless made in writing and signed by all the parties to this Operating Agreement.

10.7 Notices. Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the address reflected in this Operating Agreement and shall be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, by courier, or by facsimile transmission.


10.8 Binding Effect. Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement shall be binding on and shall inure to the benefit of the parties and their respective distributees, heirs, successors, and assigns.

10.9 Potential Conflict of Interest; Members Advised to Seek Independent Legal Counsel. Each Member specifically acknowledges for that Member, and any party claiming by or through that Member, that such Member has been advised that a conflict of interest may exist between such Member and the Company and/or the other Members, and that such Member has been advised to and has been given the opportunity to seek independent legal advice regarding this Operating Agreement, the Company, and an investment in the Company, and that such Member has had the opportunity to have all questions answered before executing this Operating Agreement. Each Member further acknowledges that the attorney and/or law firm drafting this Operating Agreement has done so as an accommodation to the parties as counsel for the Company only and not for the Members. Each Member further acknowledges that such attorney and/or law firm has recommended to the Member that such Member seek the advice of independent counsel before executing this Operating Agreement.

10.10 Governing Law. This Operating Agreement has been executed and delivered in the State of Michigan and shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.


The parties have executed this Operating Agreement on the dates set below their names, to be effective on the date listed on the first page of this Operating Agreement.

PAPA JOES OAKLAND, L.L.C.

By: 
Donald M. Strehl, Successor Trustee of
the Maria L. Curtis Grandchildren's
Trust u/a/d 11-8-93, Authorized Member

Dated: April 27, 2004

MEMBERS


Donald M. Strehl, Successor Trustee of the
Maria L. Curtis Grandchildren's Trust u/a/d
11-8-93 f/b/o Amber Curtis, Ashley Curtis,
Anthony Curtis, Jr. and Jeffrey Curtis

Dated: April 27, 2004

EXHIBIT A

<u>MEMBER</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>	<u>SHARES</u>
Donald M. Strehl, Successor Trustee of the Maria L. Curtis Grandchildren's Trust u/a/d 11-8-93 f/b/o Ashley Curtis	\$100.00	25%
Donald M. Strehl, Successor Trustee of the Maria L. Curtis Grandchildren's Trust u/a/d 11-8-93 f/b/o Amber Curtis	\$100.00	25%
Donald M. Strehl, Successor Trustee of the Maria L. Curtis Grandchildren's Trust u/a/d 11-8-93 f/b/o Anthony Curtis, Jr.	\$100.00	25%
Donald M. Strehl, Successor Trustee of the Maria L. Curtis Grandchildren's Trust u/a/d 11-8-93 f/b/o Jeffrey Curtis	\$100.00	25%

Michigan Department of Consumer and Industry Services

Filing Endorsement

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

for

PAPA JOES OAKLAND, L.L.C.

ID NUMBER: B3380Q

received by facsimile transmission on April 29, 2004 is hereby endorsed filed on May 3, 2004 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of May, 2004.

Andrew L. Mitchell

, Director

Bureau of Commercial Services

STATE OF MICHIGAN
IN THE PROBATE COURT FOR THE COUNTY OF MACOMB

IN RE: THE MARIA L. CURTIS
GRANDCHILDREN'S TRUST

CASE NO. 02-172,530-TV
HON. JAMES F. NOWICKI

CAPUTO BROSAN P.C.

By: MARTIN J. BROSAN (P-35835)
GEORGE LASKA (P-28642)

Attorneys for Petitioners,
ASHLEY and AMBER CURTIS
29199 Ryan Road
Warren, Michigan 48092-4243
(586) 573-8900

COX, HODGMAN & GIARMARCO, P.C.

By: LINDA M. WATSON (P-45320)
SEAN WALSH (P-48724)

Attorneys for Respondent,
CHARLES H. EARL, JR.
Tenth Floor, Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
(248) 457-7000

**ORDER FOR REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR TRUSTEE**

At a session of said Court
In Mt. Clemens, Michigan, on:

NOV 20 2002

Present: Honorable **JAMES F. NOWICKI**
PROBATE COURT JUDGE

THIS MATTER having come before the Court on Petitioners' Emergency Motion
for Immediate Removal of Trustee, and the Court having heard argument of counsel,

CAPUTO BROSAN
PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
29199 RYAN ROAD
WARREN, MI 48092-4243

(586) 573-8900
FAX (586) 573-7695

ENTERED
GEH

having appointed a Guardian Ad Litem, having considered the Report of the Guardian Ad Litem and otherwise being fully advised in the premises;

IT IS HEREBY ORDERED that CHARLES H. EARL, JR. is removed as Trustee of the MARIA L. CURTIS GRANDCHILDREN'S TRUST.

IT IS FURTHER ORDERED that DONALD STREHL is appointed as Successor Trustee of the MARIA L. CURTIS GRANDCHILDREN'S TRUST.

Trustee to serve by posting \$1,000 personal bond. Order entered without prejudice to Anthony Curtis and Jeffrey Curtis to raise objections.
Dated: NOV 20 2002

James F. Nowicki
HONORABLE JAMES F. NOWICKI
Probate Judge

A TRUE COPY

Barbara Ann Heckmann
BARBARA ANN HECKMANN
DEPUTY PROBATE REGISTER

7/curtis order removal trustee.doc/cj 11-19-02

Approved as to Farm only:

Sean Walsh
SEAN WALSH

George Laska
GEORGE LASKA

APUTO BROSNAN
PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
29199 RYAN ROAD
WARREN, MI 48092-4243

(566) 573-8900
FAX (586) 573-7695

WARRANTY DEED

THIS INDENTURE, Made this 17 day of October, 2000.

WITNESSETH, That the Grantors, **NANCY M. MASTERS**, a woman, and **PRISCILLA PETINARAKIS**, a woman, of 4220 University Place, Manistee, MI 49660,

In consideration of **TWO MILLION, TWENTY-FIVE THOUSAND, AND NO/100 DOLLARS (\$2,025,000.00)**,

Convey and Warrant to **CURTIS PROPERTIES GROUP, L.L.C.**, a Michigan Limited Liability Company, of 2025 Rochester Road, Rochester Hills, MI 48307,

The following described lands and premises situated in the **CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, and STATE OF MICHIGAN**, viz:

Parcel I: Part of the Southeast Quarter (SE 1/4) of Section Three (3), Township Three (3) North, Range Eleven (11) East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant North 00°00'30" East, 146.57 feet, and North 30°42'30" West, 685.58 feet, from the Southeast section corner; thence North 30°42'30" West, 331.57 feet; thence South 76°14'30" West, 320.05 feet; thence South 10°36'00" East, 317.77 feet; thence North 76°13'30" East, 434.23 feet to the point of beginning.

Parcel II: Part of the Southeast Quarter (SE 1/4) of Section Three (3), Township Three (3) North, Range Eleven (11) East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant North 00°00'30" East, 146.57 feet, and North 30°42'30" West, 402.71 feet, from the Southeast section corner; thence North 30°42'30" West, 282.87 feet; thence South 76°13'30" West, 434.23 feet; thence South 10°36'00" East, 271.01 feet; thence North 76°13'30" East, 531.62 feet to the point of beginning.

Parcel III: Part of the Southeast Quarter (SE 1/4) of Section Three (3), Township Three (3) North, Range Eleven (11) East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant North 00°00'30" East, 146.57 feet, and North 30°42'30" West, 274.81 feet, from the Southeast section corner; thence North 30°42'30" West, 127.90 feet; thence South 76°13'30" West, 334.00 feet; thence South 10°36'00" East, 122.54 feet; thence North 76°13'30" East, 378.04 feet to the point of beginning.

Parcel IV: Part of the Southeast Quarter (SE 1/4) of Section Three (3), Township Three (3) North, Range Eleven (11) East, City of Rochester Hills, Oakland County, Michigan, described as: Beginning at a point distant North 00°00'30" East, 146.57 feet, and North 30°42'30" West, 109.48 feet, from the Southeast section corner; thence South 86°49'30" West, 636.64 feet; thence North 10°42'30" West, 163.64 feet; thence North 76°13'30" East, 197.62 feet; thence South 10°36'00" East, 122.54 feet; thence North 76°13'30" East, 378.04 feet; thence South 30°42'30" East, 165.33 feet to the point of beginning.

SUBJECT TO all easements and building and use restrictions, covenants, reservations, responsibilities and requirements of record.

SUBJECT TO liens and encumbrances which have accrued or attached through acts or omissions of persons or parties other than Grantors from and after July 1, 1999, the date of a certain land contract between the Grantors, as Sellers, and Rochester-Tienkin, LLC, and Gratiot Partners, LLC, as Purchasers; and an Assignment of Purchaser's Interest in Land Contract, dated October _____, 2000, by Rochester-Tienkin, LLC, and Gratiot Partners, LLC, to Curtis Properties Group, LLC, pursuant to which this deed is given.

This deed is being given in full and complete satisfaction of that Land Contract, dated July 1, 1999, between the Grantors, as Sellers, and Rochester-Tienkin, LLC, and Gratiot Partners, LLC, as Purchasers; and further assigned by Rochester-Tienkin, LLC, and Gratiot Partners, LLC, to Curtic Properties Group, LLC, through an Assignment of Purchaser's Interest in Land Contract, dated October _____, 2000, and recorded in Liber _____, Page _____, Oakland County Records.

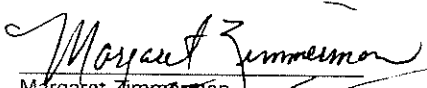

Property ID #'s: 15-03-477-018, 15-03-477-019,
15-03-477-020, and 15-03-477-021

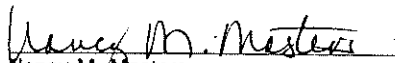
If this property is situated on any unplatted parcels, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right To Farm Act.

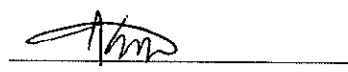
If this property is situated on any unplatted parcels, the Grantor grants to the Grantee the right to make all unutilized division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Signed in Presence of:

Signed on the Date First Above Written:


Margaret Zimmerman

Mark Quinn


Nancy M. Masters

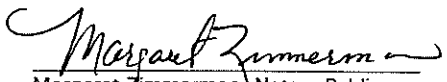



Priscilla Petinarakis

ΑΝΑΕΤΑΞΗ ΣΑΡΑΝ ΤΑΥΔΑΚΗ

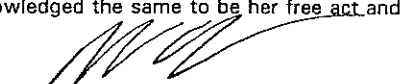
STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

On the 17th day of October, 2000, before me, a Notary Public in and for said County, personally appeared NANCY MASTERS to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.


Margaret Zimmerman, Notary Public
Manistee County, Michigan
My Commission Expires: 3/27/03

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

On the _____ day of October, 2000, before me, a Notary Public in and for said County, personally appeared PRISCILLA PETINARAKIS to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.


Mark Quinn, Notary Public
Manistee County, Michigan
My Commission Expires: 6/26/04

Transfer Tax State: \$12,937.50; County \$1,897.50

Prepared by:
LAW OFFICE OF DENNIS KROLCZYK, P.C.
By: Mark Quinn (P44062), Attorney at Law
402 Maple Street, Manistee, MI 49660
(231) 723-6223

City of ROCHESTER HILLS

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

Pat Somerville, Mayor

City Council Members: Bryan K. Barnett John Dalton

Jim Duistermars

Meiinda Hill

Barbara L. Holder

Linda Raschke

Gerald Robbins

DEPARTMENT OF BUILDING/ORDINANCE ENFORCEMENT

Scott Cope
Director

Deputy Director

Richard Young
Supervisor of
Inspection Services

Robert White
Supervisor of
Ordinance Services

Telephone
248.656.4615
FAX
248.656.4623

Inspection Requests Only
24 Hrs. 248.656.4619

Building

Permits/Plan Review:
State Construction Code
(Res. & Commercial)
Residential Zoning
Review
Residential Grade Review

Inspections:

Building
Electrical
(signs, fire alarm)
Plumbing
Mechanical
(heat, air conditioning,
fire suppression)

Ordinance Enforcement

Addressing
Zoning Compliance
Signs
Weed Control

Construction / Fire Board of Appeals

City Hall
General Information
248.656.4600

Pat Somerville
Mayor
248.656.4664

October 26, 2005

Mr. Westin Peterson
U.S. Post Office
511 Olde Towne
Rochester, MI 48308

Mr. Dan DiDonato
Customer Connection Group
Detroit Edison
6301 23 Mile
Shelby Township, MI 48316

Customer Information
Consumers Energy Company
4600 Coolidge
Royal Oak, MI 48073

Re: Papa Joe's Gourmet Market

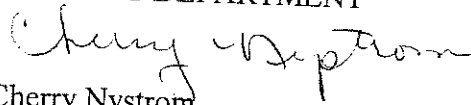
Dear Sir/Madam:

Enclosed are copies of the address assignments for Papa Joe's Gourmet Market. Please be advised that all of the tenants will have a N. Rochester Rd address.

If you have any questions, please feel to contact me at (248) 841-2442.

Sincerely,

BUILDING DEPARTMENT


Cherry Nystrom
Ordinance Technician

c: Roncelli, Inc.
Curtis Properties Group, LLC.
Fire Department
Department of Public Service
Treasury Dept.
Clerk's Dept.
MIS Dept.

Mr. Jim Kremer
Comcast
4500 Delemere Blvd
Royal Oak, MI 48073

Ms. Paulette Regula
Ameritech
54 N. Mill
Box 32
Pontiac, MI 48342

Information Technology
Attn: Cathy Appleton
1200 N. Telegraph, Bldg. 49W
Pontiac, MI 48341

Via FedEx

October 12, 2005

Ms. Jane Leslie
Deputy Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: Papa Joe's

Dear Ms. Leslie:

Enclosed please find the following:


1. Application made by Curtis Properties Group, LLC for a new Class C Liquor License; and
2. Application to City of Rochester Hills made by Papa Joe's Oakland LLC for the transfer of a Class C Liquor License.

Please note that members for Papa Joe's Oakland and Curtis Properties Group are essentially the same. Despite this, I have enclosed a separate set of building and site plans with each application. Additionally, please note that Tony Curtis has previously presented separate checks, each paid to the order of the City of Rochester Hills, in the sum of \$1,000.00 for each application.

If you should have any questions concerning the applications, do not hesitate to call me.

Very truly yours,

HONIGMAN MILLER SCHWARTZ AND COHN LLP



Francis J. O'Donnell

FJO/smw
Enclosures
cc w/o enc: Tony Curtis
Eric Eggan, Esq.

LANSING.240695.1

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

5002 1 2 100

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

Request ID# 266682

Date: October 20, 2005

To: Rochester Hills City Council
Attention: City Clerk
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Applicant: PAPA JOE'S OAKLAND, L.L.C. ~~6866 OLD IRON CT.~~ ROCHESTER HILLS, MI
48306, OAKLAND COUNTY
6900 N. ROCHESTER RD

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

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

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

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

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION

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

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

The following resolution was offered:

Moved by _____ and supported by _____
That the request from Papa Joe's Oakland, L.L.C. to transfer ownership of 2005 Class C licensed business (in escrow) with Sunday Sales from Palm Beach Recreation, Inc.; transfer location (Governmental Unit)(MCL436.1531(1) from 23050 W. Eight Mile, Southfield, MI 48034, Oakland County; Cancel existing Dance permit, A-Concourse Permit, and Official Permit (Bowling) and request a new SDM license to be held in conjunction, new Official Permit (Food), 5 new additional bar permits (for a total of 6 bars) and One(1) direct connection

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

§

County of _____)

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

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

meeting held on _____
(Date)