

AMENDED ADDRESS - 2-14-08 PL



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY
Request ID # 437167
Business ID # 205315

LOCAL APPROVAL NOTICE
[Authorized by MCL 436.1501]

December 19, 2007

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

APPLICANT: LIN/STEF RESTAURANTS, LLC

Home Address and Telephone No. or Contact Address and Telephone No.:
I. SHENG LIN, 912 LONG LAKE DRIVE, BRIGHTON, MI 48114 H(810)632-6018/B(248)505-8956
SHANNON R. STEFANOVSKI, 6440 POND DRIVE, WASHINGTON TOWNSHIP, MI 48094
H(586)786-0913/B(586)354-1240/(586)747-4821

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. 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 MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

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

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 to TRANSFER OWNERSHIP OF 2007 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 68 N. ADAMS, ROCHESTER HILLS, MI 48309, OAKLAND COUNTY, FROM YSG, INC. TO LIN/STEF RESTAURANTS, LLC; TRANSFER LOCATION TO ~~6830~~ 6830 N. ROCHESTER, 6830-6834 ROCHESTER HILLS, MI 48306, OAKLAND COUNTY; AND REQUEST A NEW DANCE- ENTERTAINMENT PERMIT AND NEW OFFICIAL PERMIT(DANCE-ENTERTAINMENT) FOR SUNDAYS 7:00 A.M. TO 12:00 P.M. *N. Rochester RD.*

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)

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

SEAL

(Mailing address of Township, City or Village)

CITY OF ROCHESTER HILLS
CLASS C LIQUOR LICENSE APPLICATION

APPLICANT'S CHECK LIST FOR SUBMISSION

- Completed Application
 - Listing of Corporation/Partners
 - Building/Site Plans
 - Financial Statement
 - Lease Agreement (if applicable)
 - Menu
 - Training Policy
 - Fingerprints
 - Dance/Entertainment Agreement (if applicable)
-

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 12/10/07

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

Applicant's Name: LIN I. SHENG Phone No. 248-505-8956
 Address: 912 Long Lake Drive City Brighton ST MI
 Age: 40 Citizenship: US Date of Birth 12-20-67 Birthplace: TAIWAN
 If naturalized, year and place: _____

If a partnership, please complete the following:

Partner's Name: Shannon R. Stefanowski Phone No. 586-786-0913
 Address: 6440 Ford Drive City Washington Twp ST MI
 Age: 36 Citizenship: US Date of Birth 2-17-71 Birthplace: MT CLEMENS
 If naturalized, year and place: _____

Manager's Name: ONCE STAFF ESTABLISHED WE CAN PROVIDE 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:

Location of Proposed License: 6830 N. Rochester Rd. Rochester Hills MI 48306

Does applicant presently own the premises? NO

If not, name of owner of premise: CURTIS PROPERTY GROUP Papa-Joes Plaza

Legal Description of Property (Sidwell #) 70-15-03-477-035

Length of time business has been in operation: NEW BUSINESS other LOCATIONS About 18 YRS

Has applicant ever been convicted of a felony? Yes No

If convicted of felony, explain: _____

Has applicant previously applied for liquor license? Year requested: 2007 Transfer (Newest Application)

Location of business: 39450 Fourteen Mile Rd. Walled Lake MI 48390

Was liquor license granted: yes 525 N MAIN Suite 150 Milford MI 48381
37273 W. Six Mile Livonia MI 48154

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

Name of person N/A

What is the applicant's current business? RESTAURANT OWNER

Length of time in named business? 18 yrs Plus

List all uses in addition to sale of alcoholic beverages: dine IN-CARRY OUT Entertainment

Does applicant presently operate a restaurant? Yes No

Name and address of restaurant: Szechuan Empire (South) 29215 5 mile Rd Livonia MI 48154

Szechuan Empire (North) LOTUS GARDEN 39450 14 mile Rd Walled Lake MI 48390

LEI TING 525 N. MAIN Suite 150 Milford MI 48381 37273 6 mile Rd Livonia MI 48154

Name and address of restaurant: LEI TING 525 N. MAIN Suite 150 Milford MI 48381

Szechuan Empire (North Lotus Garden) 39450 14 mile Rd Walled LK 48390

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

violation Date 6/27/01 / 6/16/03 39450 14 mi Rd Walled LK MI 48390

MLEC Complaint # 62726 / 74687 39450 14 mi Rd Walled LK MI 48390

Szechuan Empire (Thai Basil) 37273 W. 6 mile Rd Livonia MI 48154

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

See above EMPIRE NORTH INC (LOTUS GARDEN)

6/27/01 MLCC Complaint # 62726 / 6/16/03 MLCC Complaint # 74687

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	_____	_____
Size of Building:	_____	<u>2380 SQ FT</u>
Size of Kitchen:	_____	<u>646 SQ FT</u>
Seating Capacity:	_____	<u>84</u>
Size of Dance Floor, if any:	_____	_____
Percentage of Floor Area for Dining:	_____	<u>47%</u>
Percentage of Floor Area for Bar:	_____	<u>4%</u>
Present Zoning:	_____	_____
Required Zoning:	_____	_____
Cost of Remodeling:	_____	_____
Cost of Construction:	_____	_____
Estimated Dates of Construction	Start: <u>Jan 08</u>	Completion: <u>April 08</u>
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: <u>6</u>	
Do Site Plans show off-street parking and lighting?	Yes <input checked="" type="checkbox"/> No _____	

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

Pan Asian Dining, Carry out Night Entertainment
If approved, This Restaurant will feature Asian Theme with upscale seating & Table + Chairs unique wall coverings + Flooring This establishments will make you feel warm and welcomed with the ability to try Asia's Finest dishes with a unique variety of Beverages from the various continents

Describe the proposed full food menu:

Sushi, Pan Asian Cuisine we will serving a variety of Pan Asian meals Authentic Chinese / Japanese / Foods from Thailand / Vietnamese to name a few offering healthy vegetarian / seafood / steak / poultry / Beef dishes with soups and Rices and sauces, TOFU

Proposed menu attached: Yes No

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

The City of Rochester Hills is the New Horizon for living, working and prospering. It is an upscale neighborhood and family area. It has a diverse economic base and a diverse population of over 70,000 residents. Over proposed establishment fits the location because the people of Rochester Hills are looking for a healthy upscale fine Chinese food that includes a Pan Asian cuisine. Also they are looking for a Asian restaurant that is not only take out but a restaurant that they can enjoy an upscale sitdown atmosphere.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): we anticipate 90% Food and 10% Beverages

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: All Banking & Line of Credit

Amount of Funds to be Financed: _____

Name of Financer/Phone Number: _____

Personal References/Phone Number: MATTHEW GIBB 1-586-739-9060 \leftarrow \rightarrow Jeff Curtis 1-248-249-6228
Business References/Phone Number:
REFERENCES FOR SHANNON STEFANOUSKI ABOVE

Peter Neilson 1-586-854-7687 \rightarrow GORDAN TOFLER 1-586-530-3239
REFERENCES FOR LIN I SHENG ABOVE

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

LIN I SHENG 912 LONG LAKE DRIVE BRIGHTON MI 48114

Shannon Stefanovski 6440 POND DR. WASHINGTON TWP MI 48094

**

ONCE STAFF IS HIRED they will BE REQUIRED TO complete TRAINING Prog.

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. AS ITS MEMBERS

I (We) LIN/STEF Restaurants, LLC DBA Peng Lai LIN I SHENG SHANNON STEFANOUSKI
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.

LIN/STEF RESTAURANTS LLC
AS ITS MEMBER
[Signature]
Applicant Signature/Date 12/10/07
LIN I SHENG

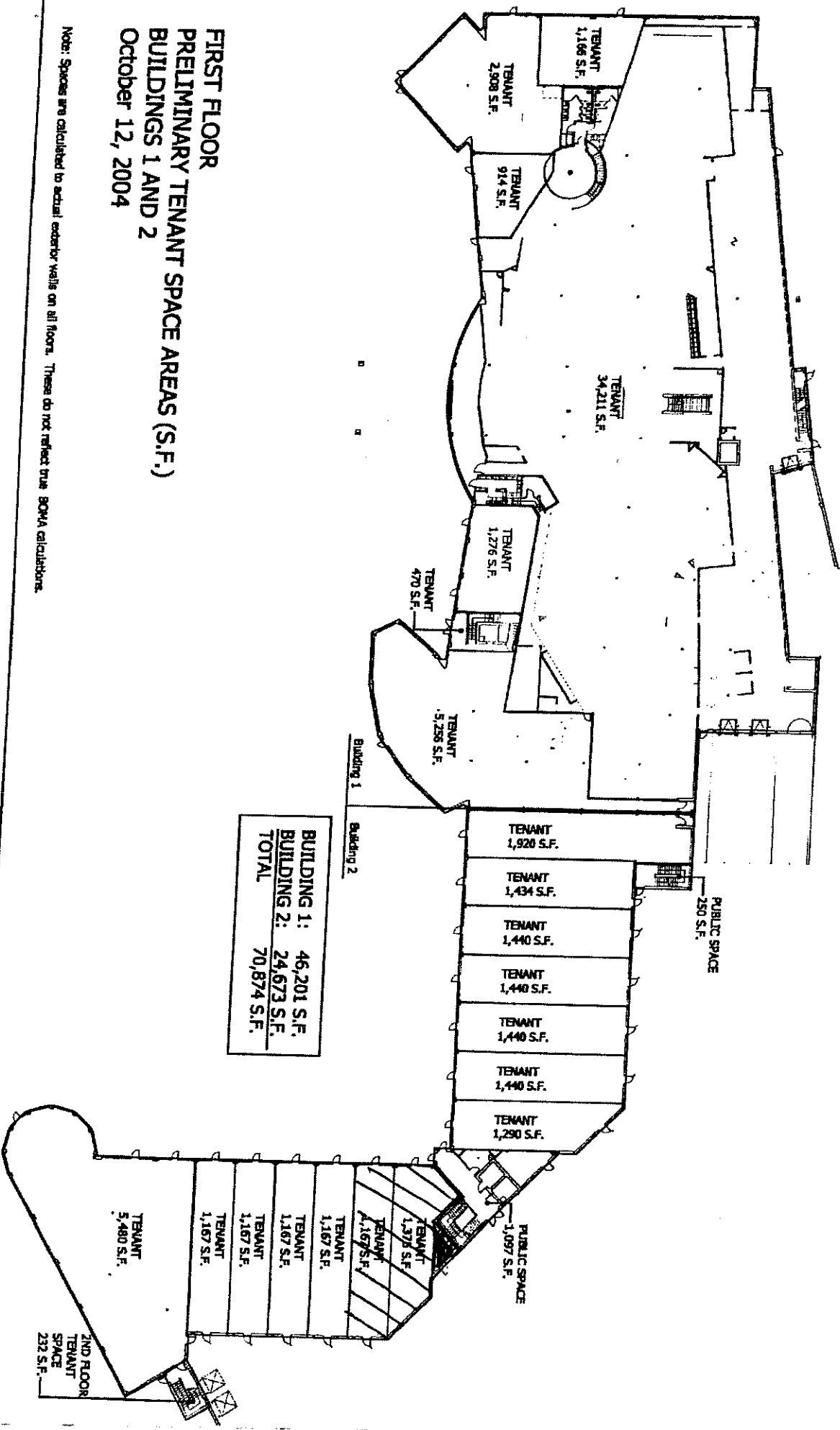
LIN/STEF RESTAURANTS LLC
[Signature]
Applicant Signature/Date 12/10/07
SHANNON STEFANOUSKI

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.

EXHIBIT A

**FIRST FLOOR
PRELIMINARY TENANT SPACE AREAS (S.F.)
BUILDINGS 1 AND 2
October 12, 2004**

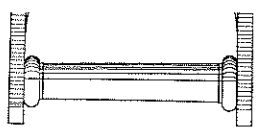
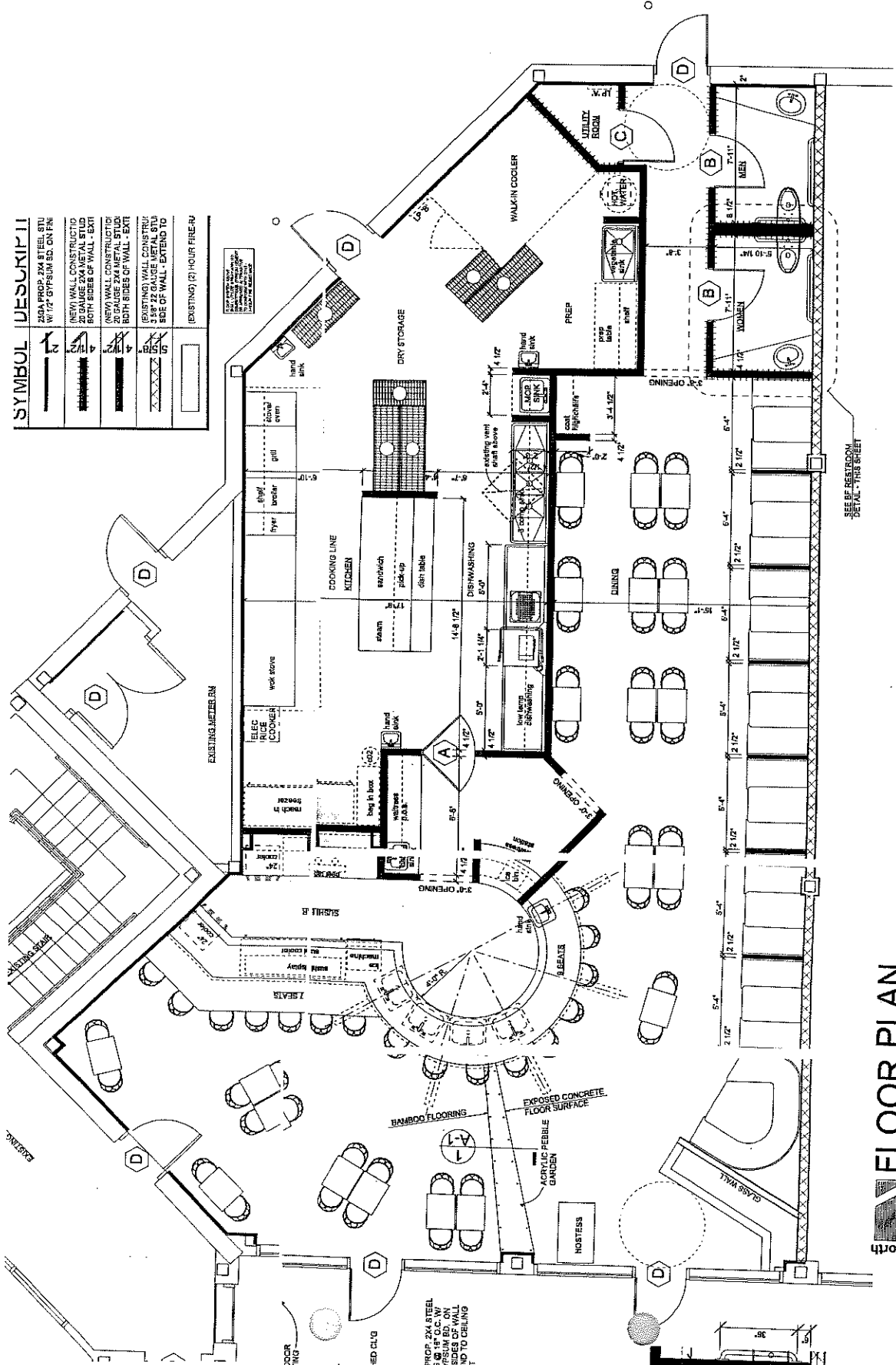
Note: Spaces are calculated to actual exterior walls on all floors. These do not reflect true BOMA calculations.



BUILDING 1:	46,201 S.F.
BUILDING 2:	24,673 S.F.
TOTAL	70,874 S.F.

2ND FLOOR
TENANT
SPACE
232 S.F.

SYMBOL	DESCRIPTION
	2x4 PROP. 2x4 STEEL STI W/ 1/2" GYPSUM SD. ON FIN.
	(NEW WALL CONSTRUCTION) W/ 5/8" GYPSUM SD. ON BOTH SIDES OF WALL - EXT.
	(NEW WALL CONSTRUCTION) W/ 1/2" GYPSUM SD. ON BOTH SIDES OF WALL - EXT.
	(EXISTING) WALL CONSTRU. W/ 5/8" GYPSUM SD. ON ONE SIDE OF WALL - EXTEND TO
	(EXISTING) (2) HOUR FIRE-R



D'A
ASSOC
ARCHITECTS

1055 SOUTH BLV
ROCHESTER HI
(248)852-7002
website: www

Drawn: _____
Checked: _____
Scale: _____
Date: _____

FLOOR PLAN
1/4" = 1'-0"



SEE RE-ENTRY DETAIL - THIS SHEET

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into on the date specified in Item 1 of Exhibit "E" attached hereto and made a part hereof, by and between the party named as Landlord in Item 2 of Exhibit "E", and the party named as Tenant in Item 3 of Exhibit "E".

WITNESSETH:

ARTICLE I. GRANT AND TERM

Section 1.00 Leased Premises. In consideration of the mutual promises, covenants and agreements herein contained, the adequacy of which consideration is by both parties confessed and acknowledged, and in further consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord leases to the Tenant, and the Tenant rents from the landlord, those certain premises now situated, or hereafter to be constructed or already constructed, in the retail development as named in Item 4 of Exhibit "E", hereinafter designated "Shopping Center," located as described in Item 5 of Exhibit "E", containing the space described in Item 6 of Exhibit "E", hereinafter designated "Leased Premises", consisting of that portion of the Building cross hatched on Exhibit "A" attached hereto and made a part of hereof, which is a site plan of the Shopping Center. Exhibit "B" attached hereto and made a part hereof is a legal description of the Shopping Center. In the event land is added to or deleted from the Shopping Center, the legal description set forth on Exhibit "B" shall be deemed to have been revised accordingly. At the request of Landlord, Tenant shall acknowledge in recordable form any such change in the legal description of the Shopping Center.

The exterior portion of the exterior walls and roof of the Leased Premises and the area beneath said premises are not demises hereunder, and the use thereof together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center are hereby reserved unto Landlord.

Section 1.01 Lease Commencement Date. The term of this Lease (sometimes referred to hereinafter as the "Lease Term") shall commence upon the date of delivery of possession of the Leased Premises with Landlord having substantially constructed the Leased Premises pursuant to Landlord's construction obligations as delineated on Exhibit "C" hereto (the "Lease Commencement Date") It is expressly acknowledged that Tenant is taking the space AS IS.

Section 1.02 Rental Commencement Date and Length of Term. Rent owed under this Lease shall commence upon the earlier of: (a) the expiration of Tenant's Construction Period as defined in Item 7 of Exhibit "E", or (b) the date on which Tenant shall open its store in the Leased Premises for business to the general public

(the "Rental Commencement Date"). The term of this Lease shall terminate at the time specified in Item 8 of Exhibit "E" (the "Lease Termination Date"). The parties shall acknowledge in writing the date of commencement and termination of the term of this Lease promptly following such date of commencement. The period between the Lease Commencement Date and the Rental Commencement Date shall be known as the Tenant's Construction Period.

Section 1.03 Lease Year. The term "Lease Year" as used in this Lease means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Rental Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first lease year.

Section 1.04 Landlord's and Tenant's Right of Cancellation. If for any reason (including but not limited to Landlord's failure to take possession of the space, the Shopping Center the Leased Premises are not ready for delivery to tenant prior to such date as shall be two (2) years from the date of this Lease, then for a period of thirty (30) days thereafter Tenant shall have the option, and for a period of forty five (45) days thereafter Landlord shall have the option, of canceling and terminating this Lease by written notice, one to the other, and in the event that either party shall exercise such option, this Lease shall cease with neither party being liable to the other in damages or otherwise, and any money deposited hereunder shall be returned to Tenant. If the event that neither Tenant nor Landlord gives such written notice of cancellation, then this Lease shall be considered, in the event that the Lease Term shall not have commenced prior to such date as shall be three (3) years from the date of this Lease, then this Lease shall be automatically terminated without any further act of either party hereto and both parties hereto shall be released from all obligations hereunder, and any money deposited hereunder shall be returned to Tenant.

ARTICLE II. RENT

Section 2.01 Minimum Rent. Commencing with the Rental Commencement Date, the annual minimum rent (herein called "Minimum rent") which is set forth in Item 10 of Exhibit "E" shall be payable annually by Tenant to Landlord in equal monthly installments, on or before the first day of each month in advance, at the office of the Landlord or such other place as the Landlord may designate, in legal tender of the United States, without prior demand therefore and without any set-off or deduction whatsoever. Minimum Rent for any partial month during the term of this Lease shall be prorated on a per diem basis.

Minimum Rent shall be payable in equal monthly installments of one-twelfth (1/12) thereof in advance on the first day of the month as otherwise provided for in this lease.

In the event the square footage as determined in Tenant's final floor plan is different than that indicated in Item 6 in Exhibit "E" of this Lease, the correct square footage as finally determined by Tenant's registered architect and confirmed by Landlord's architect shall be inserted in lieu thereof and the Minimum Rent provided for in this Section 2.01 and Item 10 of Exhibit "E" of this Lease shall be adjusted accordingly based on the annual rental rate per square foot multiplied by the verified square footage and translated into a corrected annual Minimum Rent, which shall increase from year to year in the same manner and proportion as the original Minimum Rent provided for in Item 10 of Exhibit "E" of this Lease. Notwithstanding the foregoing, measurements of the square footage of the Leased Premises shall be made from the center of the interior demising walls and from the outside for outside exterior walls. Tenant shall have 120 days from the date of this lease to notify Landlord of any adjustments.

Section 2.02 Percentage Rent. [intentionally omitted]

Section 2.03 Gross Sales Defined. [intentionally omitted]

Section 2.04 Taxes.

(a) Commencing with the Rental Commencement Date and continuing throughout the term of this Lease, as this Lease may be extended from time to time, Tenant shall pay to Landlord its proportionate share of all taxes and assessment (special or otherwise) which have been or may be levied or assessed by any lawful authority with respect to any calendar year during the term of this Lease, against the land, buildings and improvements presently and/or at any time during the term of this Lease comprising the Shopping Center (hereinafter collectively called "Taxes"). All Taxes shall be deemed levied or assessed with respect to the calendar year in which the same are first due and payable, without regard to the fiscal year or accounting period shown on the tax bills relating to such Taxes. Should the United States, the State of Michigan, or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/ or assessments of any kind or nature upon, against, measured by or with respect to the rental payable by tenants in the Shopping Center to Landlord or on the income of Landlord derived from the Shopping Center or with respect to the Landlord's (or individuals' or entities' which from the Landlord herein) ownership of the land, buildings and improvements at any time comprising the Shopping Center, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land, buildings and improvements, or in addition thereto: and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking space in the Shopping Center; then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 2.04 and Tenant shall be obligated to pay its proportionate share thereof as provided herein. Tenant's proportionate share shall be equal to the product obtained by multiplying the Taxes by a fraction, the numerator of which shall be the square foot floor area of the Leased Premises and the denominator of which shall be the total number of square feet of leasable ground floor area in the fully constructed buildings in the

Shopping Center; provided, however, that with respect to any buildings in the Shopping Center (and any land or improvements appurtenant thereto) which are separately assessed, the taxes and assessments relating thereto shall, at Landlord's option, not be deemed "Taxes" which are to be apportioned hereunder, and in such event, the number of leasable square feet of such separately assessed building(s) shall not be included within the denominator of such fraction.

(b) Tenant's proportionate share of all of the Taxes levied or assessed during the term hereof, as determined by Landlord, plus an amount equal to ten percent (10%) thereof to cover Landlord's administrative costs, shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord; provided, that in the event Landlord is required under any mortgage covering the Shopping Center to escrow real property taxes, Landlord may, but shall not be obligated to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Taxes for such year, along with a copy of the tax bill. In the event no tax bill is available, Landlord will compute the amount of the Taxes. If the total amount paid by Tenant under this Section 2.04 for any calendar year of the term of this Lease shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty(30) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installments of Taxes due from Tenant to Landlord hereunder, or upon expiration of the term of this Lease such excess shall be refunded to Tenant. All amounts due hereunder shall be payable to Landlord at the place where the Minimum Rent is payable. For the calendar years in which this Lease commences and terminates, the provisions of this Section 2.04 shall apply, and Tenant's liability for its proportionate share of any Taxes for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. Prior to the commencement of the term of this Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under this Section 2.04 shall survive the expiration of the term of this Lease.

(c) Notwithstanding anything in this Section 2.04 to the contrary, all costs and expenses incurred by Landlord in connection with negotiations for, or contests (including litigation) of the amount of the Taxes, to the extent of the tax savings, shall be included within the term "Taxes." In the event a refund is obtained, Landlord shall credit a portion thereof to the next installment of Taxes due from Tenant in proportion to the share of such Taxes originally paid by Tenant from which the refund was derived.


(d) In addition to the foregoing, Tenant at all times shall be responsible for and shall pay, before delinquency, all taxes levied, assessed or unpaid on any

IN WITNESS WHEREOF, Landlord and Tenant have duly signed and delivered this Lease.

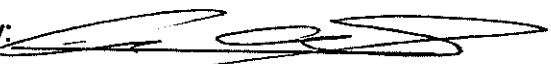
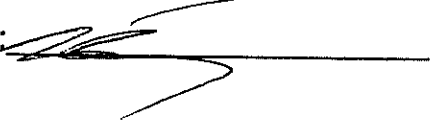
IN THE PRESENCE OF:

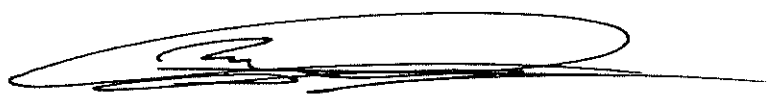
LANDLORD:

CURTIS PROPERTY GROUP



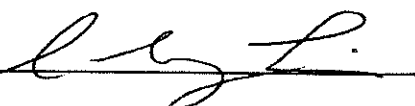
Brent Pzder

By: 
Its: 



TENANT:
By: Shannon Stenovsky
Its: member



By: 
Its: member
Federal ID #: _____

ACKNOWLEDGMENT OF LANDLORD

STATE OF MICHIGAN }
 } SS
COUNTY OF OAKLAND }

On this 19th day of October, 2007, before me personally appeared Anthony Curtis, to me personally known to be the person(s) described in and who executed the foregoing Lease and acknowledged before me that he executed the same as his free act and deed.

Stella D Besson
Notary Public of Michigan
Oakland County
Expires 10/19/2012
Acting in the County of OAKLAND

Stella D Besson
Notary Public, Oakland County
State of Michigan
My Commission Expires: 10/19/2012
Acting in Oakland County, Michigan

ACKNOWLEDGMENT OF ^{LLC} CORPORATE TENANT

STATE OF MICHIGAN }
 } SS
COUNTY OF OAKLAND }

On this 19th day of October, 2007, before me personally appeared Shannon Stefanovski, to me personally known, who, being by me duly sworn, did say that (s)he is the Member of LINTELL LLC, the corporation named in and which executed the within instrument, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said she acknowledged said instrument to be the free act and deed of said corporation.

Shannon Stefanovski

Stella D Besson
Notary Public, Oakland County State of Michigan
My Commission Expires: 10/19/2012
Acting in Oakland County, Michigan

Stella D Besson
Notary Public of Michigan
Oakland County
Expires 10/19/2012
Acting in the County of OAKLAND

GUARANTY OF LEASE

This Guaranty of Lease is entered into by the undersigned Guarantor in connection with that certain Lease (the "Lease") dated Oct 19, 2007, between Curtis Property Group, as Landlord and premises in Papa Joe's Shopping Plaza, City Of Rochester Hills, County of Oakland, State of Michigan.

The undersigned (herein, whether one or more, called "Guarantor"), in consideration of the leasing of the premises described in the Lease to the Tenant therein, and as an inducement to such leasing, does hereby unconditionally and irrevocably guarantee to said Landlord the full and punctual performance and observance by Tenant of all Tenant's covenant and obligations under said Lease.

The Guarantor hereby waives: (a) all requirements of notice of acceptance of this guarantee; (b) all requirements of notice of breach of non-performance by Tenant; and (c) any demand by Landlord, and/or prior action by Landlord, of any nature whatsoever against Tenant.

The obligations of the Guarantor hereunder shall remain fully binding and shall not be released by reason of: (i) Landlord having waived one or more defaults by Tenant, or having extended the time of performance by Tenant; (ii) Landlord having received, released, returned or misapplied other collateral or guarantees, or having released Tenant from performance of its obligations under the Lease; (iii) the release or discharge of Tenant in any creditors', receivership, bankruptcy or other proceedings; (iv) the rejection or disaffirmance of the Lease in any such proceedings, or any limitation or modification of the liability of Tenant (or its estate) in any such bankruptcy or other proceeding; (v) the assignment or transfer of the Lease by Tenant; or (vi) any modification of the Lease, but in case of such modification the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Lease.

This Guaranty shall apply to the Lease, any extension or renewal thereof, and to any holdover term following the term thereby granted or any extension or renewal thereof.

If this Guaranty is signed by more than one person, their obligations hereunder shall be joint and several, but the release of one Guarantor shall not release any other guarantor. If Guarantor is a corporation, then Guarantor represents and warrants to Landlord that: (a) it is in furtherance of the corporate purposes of Guarantor that the Lease be entered into with Tenant; and (b) this Guaranty has been duly authorized by the necessary affirmative vote of the Board of Directors of Guarantor and by all other parties whose consent is required for the execution hereof.

This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall be binding upon Guarantor, its (or their) heirs, personal representatives, successors and assigns.

This Guaranty may not be changed, discharged or terminated in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

IN WITNESS WHEREOF, the Guarantor has duly signed and delivered this Guaranty this 19th day of October, 2007.

Shannon Stefanski

Social Security #: 370-90-0133

Drivers License #: 5315765734126

[Signature]

Social Security #: 388-04-5477

Drivers License #: 1500344008964

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR(S)

STATE OF MICHIGAN }
COUNTY OF Oakland } ss

I, Sheng Lin

On this day 19th day of October, 2007, before me personally appeared SHANNON STEFANSKI and, to me personally known to be the person(s) described in and who executed the foregoing Guaranty and acknowledged before me that ~~he~~ They executed the same as their free act and deed.

[Signature]

Notary Public, Oakland County, State of Michigan
My Commission Expires: 10/19/2012
Acting in Oakland County, Michigan

Stella D Besson
Notary Public of Michigan
Oakland County
Expires 10/19/2012
Acting in the County of OAKLAND

EXHIBIT "E" – LEASE SPECIFICS

1. The Date of this Lease is October 19 2007.
2. The Name and Address of the Landlord is:

Papa Joe's Plaza
6900 N. Rochester Rd. Rochester Hills Mi. 48306
3. The Name and Address of the Tenant is:

[TENANT NEEDS TO PROVIDE]
4. The Name of the Shopping Center is Papa Joe's Plaza
5. The Location of the Shopping Center is in the City of Rochester Hills
6. The dimensions of the store are irregular having an approximate area of 2,380 square feet. All measurements being outside of exterior wall.
7. Tenant shall have a period of 165 days from the date of this Lease to complete its construction requirements set forth in Exhibit "C", which period of time shall be known as "Tenant's Construction Period". Such 165-day period shall be extended pursuant to Section 5.03 of the Lease, in the event of any delay in Tenant obtaining Landlord's approval of its plans and specifications.
8. The term of the Lease shall end on the fifth full Lease Year of the Lease as said term Lease Year is defined in this Lease. Notwithstanding the foregoing, provided that Tenant is not, upon the date of exercise of any Option Periods then in default hereunder, in each instance, Tenant shall have the right upon not less than one hundred eighty (180) days' advance written notice thereof to Landlord, to extend the Term for three additional five year periods.
9. Not applicable.
10. The Minimum Rent shall be paid by Tenant to Landlord as follows:

Base Term	Rent Per Sq. Ft.	Min. Monthly Rent	Minimum Yearly Rent
Year One	\$29.00/SF	\$5,751.67 per month NNN	\$69,020.00 per year NNN
Year Two	\$29.00/SF	\$5,751.67 per month NNN	\$69,020.00 per year NNN
Year Three	\$29.00/SF	\$5,751.67 per month NNN	\$69,020.00 per year NNN
Year Four	\$30.00/SF	\$5,950.00 per month NNN	\$71,400.00 Per year NNN
Year Five	\$30.00/SF	\$5,950.00 per month NNN	\$71,400.00 per year NNN

In the event Tenant shall have exercised its right to extend the Term of this Lease subject to and in accordance with the terms set forth above, the Minimum Rent for each additional five year period of each extended Term shall be an amount equal to \$11,900

plus the amount of the Minimum Rent in the Lease Year immediately prior to the first day of each succeeding year of each five year period (i.e., assuming that the Leased Premises contain 2,380 square feet, Minimum Rent during each of the five years of the first extended term shall be \$83,300.00 annually (\$6,941.67 monthly); Minimum Rent during each of the five years of the second extended term shall be \$95,200.00 annually (\$7,933.33 monthly); Minimum Rent during each of the five years of the third extended Term shall be \$107,100.00 annually (\$8,925.00 monthly)).

[11. Tenant opening for business and providing proof of waivers of lien from all contractors hired by Tenant and their subcontractors who have provided Notices of Furnishing, Landlord shall provide Tenant with a build out allowance of \$10.00 per sq ft. (i.e. 2,380 sq. ft. equals \$23,800.00).

12. The scheduled date for delivery of possession of the Leased Premises is November 1, 2007

13. Throughout the Term of this Lease, the Leased Premises shall be used solely for the following purposes and for no other purposes without the prior written consent of the Landlord, which consent may be granted or denied in Landlord's sole discretion: Upscale Asian Fusion (including traditional Chinese food, as well as Thai and sushi serving beer, wine and liquor, subject to Tenant obtaining the requisite license (see Exhibit F menu attached). The foregoing uses shall be subject, in all respects to, the exclusive use rights granted by Landlord to Toms Oyster Bar and The Hills Bar and Grill. (excerpts of which are set forth in Exhibit F attached hereto and incorporated herein by reference). Tenant covenants not to violate any such exclusive use rights and indemnifies, agrees to defend and holds harmless Landlord of and from any and all loss, cost, damage, liability and expense incurred by Landlord in the event of any such violation.

14. The Tenant's advertised name shall be _____ [TENANT NEEDS TO PROVIDE]

15. Upon Lease execution Tenant shall submit a certified check per section 23.01 in the amount of One Month's Minimum Rent to be used by Landlord as a security deposit plus the First Month's Minimum Rent and estimated NNN charges

16. Tenant shall have an exclusive for use as a Chinese and Thai Restaurant (including traditional Chinese food, (i.e. No other Tenant may specialize in Chinese Food or Thai food). Tenant acknowledges Papa Joes sells Chinese and Thai food.

17. Provided Tenant is not in default hereunder beyond any applicable cure periods, Landlord shall not lease premises within the shopping center to any tenant for use as a Chinese Restaurant (including traditional Chinese food, as well as Thai) .

18. Landlord shall provide Tenant the non-exclusive use of four 10 or 15 minute parking spaces to be shared with other tenants in the center. These are for customer use only.

19. Tenant may have outdoor patio seating and dining subject to Landlord's approval of the sq. ft. of the space , location and type of enclosure, all as more particularly provided in Section 7.02(f) of the Lease.

Approved by Landlord:

Approved by Tenant:

Curtis Properties Group


By:



By:



By:



Peng Lai

Pan Asian Cuisine

APPETIZERS

- Spring Roll or Vegetable Spring Roll 1.95*
- Pot Stickers (steamed or pan fried) 5.95*
- Crab Rangoons 5.55*
- Lettuce Wrap (chicken or shrimp) 5.95*
- Thai Fresh Roll (chicken or shrimp) 6.55*

SOUPS

- Hot and Sour 2.45*
- Wonton 2.00*
- Deluxe Sizzling Rice (2) 7.95*
- Vegetable Tofu (2) 6.25*

VEGETARIAN

- Home Style Tofu 9.25*
- Mixed vegetables and tofu in Spicy Sauce.*
- Vegetarian Delight 9.25*
- Mixed vegetables in Crystal White Sauce.*

HOUSE SPECIALTIES

- Seafood Delicacies 14.25*
- Scallops, Prawns, Crab Meat, and assorted vegetables in Crystal Sauce*
- Happy Family 14.25*
- Chicken, Beef, Prawns, Scallops and vegetables in Chef's Special Sauce*
- Crispy Shrimp 14.55*
- Crispy Shrimp served over a beef Broccoli in Szechuan Sauce*
- Sesame (Shrimp 14.25, Chicken 12.95, Beef 12.95)*
- Slightly Crispy and served over a bed of broccoli in Sesame Sauce*

General Tso Chicken 12.95
World-Famous Slightly Crispy in Deliciously Unique Sauce

PAD CASHEW 13.95
Prawns, Chicken, Sweet Peppers, Water Chestnuts, Mushrooms, Onions
and Cashews in Thai Special Sauce
WALNUT (Shrimp 14.75, Chicken 13.25)
Slightly Crispy with Chef's Mayo Sauce

ENTREES

SZECHUAN (Shrimp 12.95, Scallops 13.25, Fish 13.55, Chicken 10.25, Beef 11.25, Pork 10.25)
Seafood with Red Sauce
Meat with Celery, Carrots and Scallions in Spicy Brown Sauce
RED CURRY (Shrimp 12.95, Chicken 10.25, Beef 11.25, Pork 10.25)
Egg Plant, Onions, Carrots, and Bamboo Shoots
HUNAN (Shrimp 12.95, Scallop 13.25, Fish 13.55, Chicken 10.25, Beef 11.25, Pork 10.25)
Broccoli, Sweet Peppers, Snow Peas, Straw Mushrooms and Baby Corn
KUNG PAO (Shrimp 12.95, Scallop 13.25, Chicken 10.25, Beef 11.25, Pork 10.25)
Carrots, Celery and Peanuts
GINGER & GARLIC (Shrimp 12.95, Scallop 13.25, Fish 13.55, Chicken 10.25, Beef 11.25, Pork 10.25)
Water Chestnuts, Woodear Mushrooms and Sweet Peppers
PAD KRA POW (Shrimp 12.95, Scallop 13.25, Fish 13.55, Chicken 10.25, Beef 11.25, Pork 10.25)
Egg Plant, Sweet Peppers, Onions, Pineapple, and Scallions in Thai Garlic Sauce
MONGOLIAN (Shrimp 12.95, Scallop 13.25, Chicken 10.25, Beef 11.25)
Scallions, Onions and Bamboo Shoots
MIXED VEGETABLE (Shrimp 12.95, Scallop 13.25, Chicken 10.25, Beef 11.25)
Broccoli, Sweet Peppers, Snow Peas, Straw Mushrooms, Baby Corn, Water Chestnuts and Bamboo Shoots
SWEET AND SOUR (Shrimp 12.95, Chicken 10.25, Pork 10.25)
Onions, Pineapple, Green Peppers and Slightly Breaded

EGG FOO YOUNG (*Shrimp 12.95, chicken 10.25, Beef 11.25, Pork 10.25*)

Nappa, Onions, Bean Sprouts and Eggs

NOODLES AND FRIED RICE

PAD THAI (*Shrimp 11.95, Vegetable 9.25, Chicken, Beef, or Pork 9.95*)

Traditional Thai Noodle with Peanuts

THAI FRIED RICE (*Shrimp 11.95, Vegetable 8.25, Chicken, Beef, or Pork 8.95*)

Onions, Peas, Carrots, Bean Sprouts, and Spicy

CHILDREN'S MENU

Each Entrée is served with Fries, 6.75 each

SWEET AND SOUR CHICKEN

CHICKEN LO MEIN

CRISPY CHICKEN WITH GRAVY

CHICKEN BROCCOLI

SUSHI

<i>Raw Fish</i>	<i>Nigiri 1 pc.</i>	<i>Sashimi 2 pcs.</i>
<i>Tuna (Maguro)</i>	2.50	4.50
<i>White Tuna</i>	2.50	4.50
<i>Salmon (Sake)</i>	2.50	4.50
<i>Yellow Tail (Hamachi)</i>	2.50	4.50
 <i>Cooked Fish</i>		
<i>Smoked Salmon</i>	2.80	5.50
<i>River Eel (Unagi)</i>	2.50	4.50
<i>Octopus (Tako)</i>	2.00	3.80
 <i>Cooked Fish Rolls</i>		
	<i>Cut in 6 pcs.</i>	<i>Hand Roll (1)</i>
<i>California Roll</i>	5.00	3.50
<i>Eel W/ Cucumber Roll</i>	4.80	3.80
<i>Shrimp W/ Avocado Roll</i>	4.50	3.50
<i>Philadelphia Roll (8 pcs.)</i>	6.00	5.00
<i>Deluxe Shrimp & Eel Roll</i>	11.50	
<i>Spider Roll (Soft Shell Crab)</i>	10.50	
<i>Teriyaki Tuna Roll (Spicy or non)</i>	11.00	
 <i>Vegetarian</i>		
<i>Avocado Roll</i>	3.00	2.00
<i>Cucumber Roll</i>	4.80	1.80
<i>Futomaki (4 pcs.)</i>	6.00	

CITY OF ROCHESTER HILLS

Building
Department

Scott Cope, Director
Building/Ordinance Services



DATE: February 6, 2008

TO: Jane Leslie

RE: Class C License Review

- 6830 N. Rochester Rd (Peng Lai)
 - This project is still in the review process. No building permit has been issued as of 2/5/08. I would expect that all building department and code concerns will be addressed during the review, inspection and approval process. The space will not receive a Certificate of Occupancy until all code requirements are satisfied.

- 2918 Walton Blvd (Whole Foods Market)
 - A demo permit has been issued for this project. The interior renovation plans are still in the review process. I would expect that all building department and code concerns will be addressed during the review, inspection and approval process. The space will not receive a Certificate of Occupancy until all code requirements are satisfied.

- 370 N Adams (Mitchell Fish Market)
 - There are no outstanding issues at this location.

FEB 11 2008

CITY OF ROCHESTER HILLS

DATE: February 6, 2008

Fire
Department

TO: Jane Leslie

RE: Class C Transfer –
6830 N. Rochester Rd.
Peng Lai

Todd M. Gary, Captain/Fire Marshal

Please be advised the Fire Department has no objections to the issuance of a Class C license to the tenant space at 6830 N. Rochester Road.

If you should have any questions, please contact me.

TMG/lak

LIN/STEF RESTAURANTS,L.L.C
DBA PENG LAI
6830 N. ROCHESTER RD
ROCHESTER HILLS, MI 48309

3-3-08

CITY OF ROCHESTER HILLS
1000 ROCHESTER HILLS DRIVE
ROCHESTER HILLS, MI 48309-3033
ATTN:DON MILLER [BUILDING INSPECTOR-PLAN REVIEW

RE: 6830 N. ROCHESTER RD
BUILDING PERMIT #PB 2008-002
CITY PROJECT # JCC12008-002

RE: DANCE AND ENTERTAINMENT

As to your question on the Dance and Entertainment, we are applying for this for various reasons such as : we have discovered that it would improve our financial investment with having the ability to have a dance and entertainment permit. It would permit us to allow our patrons to come and dine with us and enjoy some sort of entertainment, and if they choose to dance in place while waiting to be seated or waiting to get a drink or something they would be allowed to do so without our establishment being in violation with the MLCC or even the city of Rochester Hills. We intend on having and creating an atmosphere where all of our patrons will be able to enjoy a very high end quality of food and drink at affordable prices and give them a capability of enjoying entertainment in their own community with their neighbors ,friends and co workers and keep the revenue circulating in Rochester Hills versus having to have them travel somewhere else to enjoy themselves ,and be able to participate in certain functions. We are looking into possibly providing our establishment for private parties, catering ,wakes, Chinese new year, holidays ,and school functions , supporting local sports and athletics from our area and providing meals to those less fortunate at different times through the year, a piano/keyboardist, table side karaoke with wireless microphones done at tables, possibly a comedian {this would not require any specialty equipment or set-up} he would either stand in a certain area not blocking anybody in anyway or possibly pace back and forth around the establishment providing our patrons with joyful and humorous entertainment. We also want to offer chop stick night teaching how to properly use the utensil, recipe night where we would introduce new and exciting and flavor full foods and teach how to cook at home, also we will be offering a healthy night where you can learn how to get into shape with videos from workout guru Peter Neilson and have him coming in periodically to reinforce peoples out look and knowledge on health and fitness for adults, seniors . We are not a night club nor do we want to be one but we believe that it is important to provide this in order to be able to be competitive and offer our community with a fun place to be able to come and relax and have fun without having to travel to different venues .We at PENG LAI plan on providing our Patrons with the utmost services that we can to keep this area of Rochester Hills growing and prosperous for years to come .We are not just another establishment that is going to try something new and fail, we are hard working energetic Company that is family orientated and community orientated, are motto is that everyone has apart in making a business successful including workers, vendors, city, patrons, churches ,generally everyone in our community.

Shannon Stetunowski

@@

CITY OF ROCHESTER HILLS

1000 Rochester Hills DR. Rochester Hills, MI 48309

PENG LAI

DATE: 12/13/2007
RECEIPT NO: 26971 DL
DEPOSIT NO:

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

CHECK #:

RECEIVED BY: TREASURER/LEMANSK\$