

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 4/12/2012

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

Applicant's Name: LUCA'S CHOPHOUSE ROCHESTER LLC Phone No. (586)212-8520(cell)
 Address: 48395 FARAH DRIVE City MACOMB TOWNSHIP ST MI
 Age: --- Citizenship: --- Date of Birth --- Birthplace: ---
 If naturalized, year and place: ---

If a partnership, please complete the following:

Partner's Name: LUCA GJONAJ Phone No. (586) 212-8520 (cell)
 Address: 48395 FARAH DRIVE City MACOMB TOWNSHIP ST MI
 Age: 61 Citizenship: USA Date of Birth 6/15/50 Birthplace: MONTENEGRO,
 If naturalized, year and place: DETROIT, MICHIGAN 4/1/93 YUGOSLAVIA

Manager's Name: LUCA GJONAJ Phone No. (586)212-8520(cell)
(810)603-0380(business)
 Address: 48395 FARAH DR. City MACOMB TOWNSHIP ST MI
 Age: 61 Date of Birth: 6/15/50

If a corporation, the names, addresses of the officers and directors, date of birth and age of each:

N/A

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Liquor License Application

Location of Proposed License: 6870 N. ROCHESTER, ROCHESTER HILLS, MI 48306

Does applicant presently own the premises? NO

If not, name of owner of premise: CURTIS PROPERTIES GROUP, L.L.C.

Legal Description of Property (Sidwell #) SEE ATTACHED (Legal description)

Length of time business has been in operation: New operator

Has applicant ever been convicted of a felony? Yes No

If convicted of felony, explain: n/a

Has applicant previously applied for liquor license? Year requested: See attached list

Location of business: _____

Was liquor license granted: _____

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? See attached

Length of time in named business? See attached

List all uses in addition to sale of alcoholic beverages: Full Service RESTAURANT

Does applicant presently operate a restaurant? Yes No

Name and address of restaurant: See attached

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

Name and address of restaurant: See attached

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

NONE

Record history of any liquor license violations by the corporation or by a parent of subsidiary corporation of the applicant for the immediate preceding ten (10) years

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	_____	_____
Size of Building:	_____	_____
Size of Kitchen:	_____	_____
Seating Capacity:	175	175
Size of Dance Floor, if any:	N/A	N/A
Percentage of Floor Area for Dining:	80 %	80 %
Percentage of Floor Area for Bar:	20 %	20 %
Present Zoning:	_____	_____
Required Zoning:	_____	_____
Cost of Remodeling:	_____	50K
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)

Luca's Chophouse is an upscale chophouse establishment that offers continental cuisine w/ a focus on steaks that are all natural.

Describe the proposed full food menu:

The menu primarily focuses on steaks, seafood & pasta w/ daily features inspired by continental cuisine.

Proposed menu attached: Yes No

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

The surrounding neighborhood will compliment our concept & vice versa. We are an independent restaurant run by professional & ethical people. We plan to cater to families & professionals.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): Not Sure yet

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: Luca Gjonaj
Amount of Funds to be Financed: None
Name of Financer/Phone Number: _____

Personal References/Phone Number:

Michael Deppsay 734-8454254
Kevin Mataway 248 4179040
David Fontana 586 690 2525

Business References/Phone Number:

Fowler Sharma 248 755 2660
Kathleen Leighton 248 613 7170
Steve Reich 248 425-8070

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

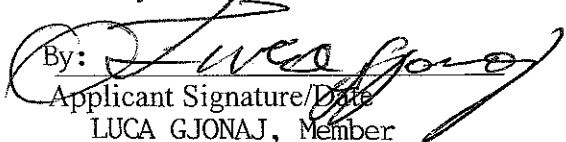
NIK Gjonaj 1250 Lake Angelus Rd Auburn Hills, MI 48326
Viktor Krcay 8739 Plumbrake Rd Sterling Hts, MI 48313

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) LUCA GJONAJ

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.

By:  11-12-12
Applicant Signature/Date Applicant Signature/Date
LUCA GJONAJ, Member

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

LIST OF RESTAURANTS CURRENTLY OWNED
BY MEMBER: LUCA GJONAJ

- 1.) Luca's Chophouse, LLC
d/b/a Luca's Chop House
G-12793 S. Saginaw
Grand Blanc, Michigan 48439
Class C and SDM Licenses
Licensed since: 2007

- 2.) L & R Ciao Amici's, Inc.
d/b/a Ciao Amicis
217 W. Main
Brighton, Michigan 48116
Resort Class C and SDM Licenses
Licensed since: 2010

EXHIBIT "B" LEGAL DESCRIPTION
PAPA JOE'S PLAZA

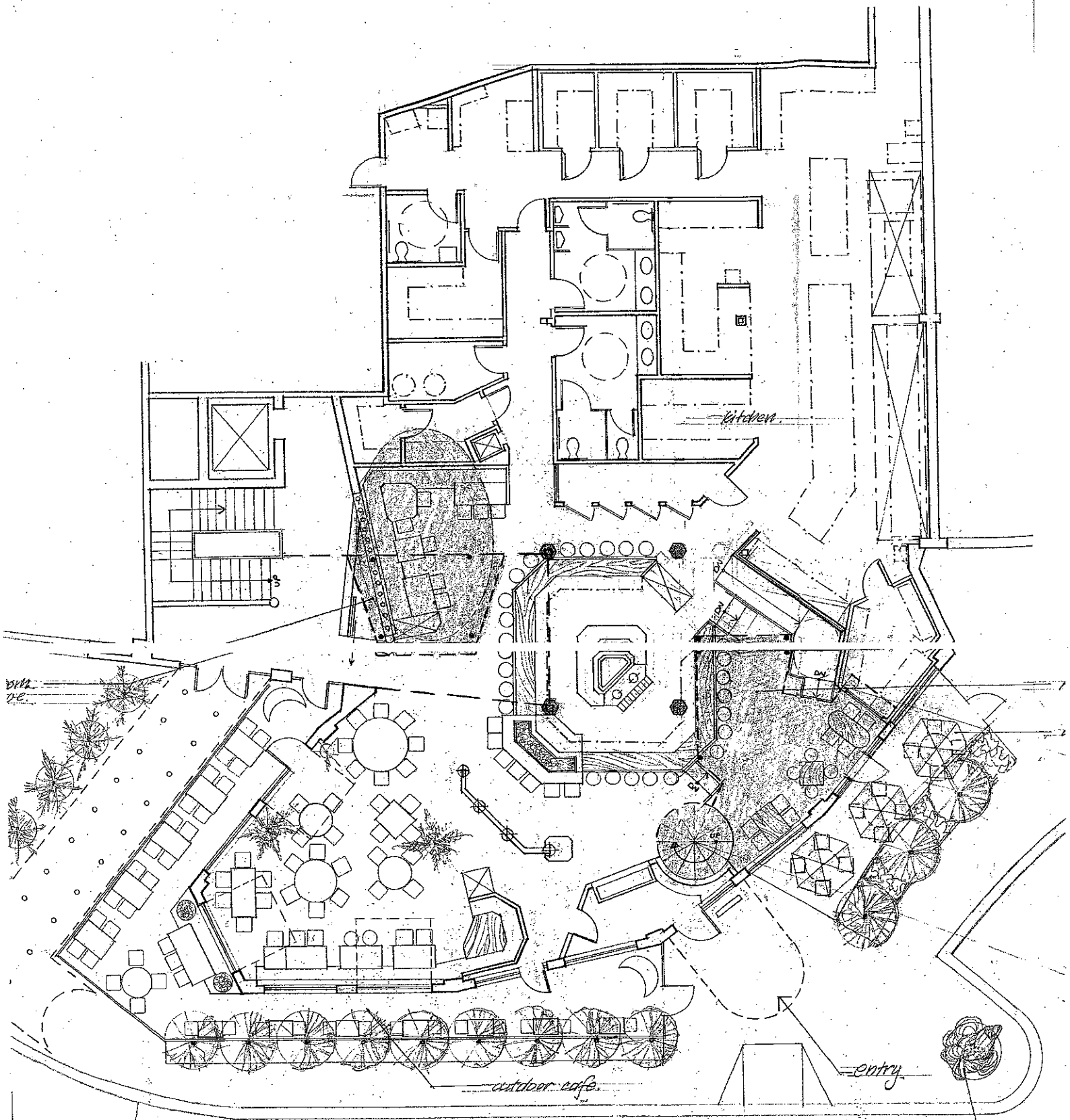
Legal description for parcels 1-4 shown in title report commitment number 63-692916. Prepared by the Philip F. Greco Title Company.

Parcel I: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 685.38 feet from the southeast section corner; thence north 30 degrees 42 minutes 30 seconds west, 331.57 feet; thence south 76 degrees 14 minutes 30 seconds west, 320.05 feet; thence south 10 degrees 36 minutes 00 seconds east, 317.77 feet; thence north 76 degrees 13 minutes 30 seconds east, 434.23 feet to the point of beginning.

Parcel II: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 402.71 feet from the southeast section corner; thence north 30 degrees 42 minutes 30 seconds west, 282.87 feet; thence south 76 degrees 13 minutes 30 seconds west, 434.23 feet; thence south 10 degrees 36 minutes 00 seconds east, 271.01 feet; thence north 76 degrees 13 minutes 30 seconds east, 531.62 feet to the point of beginning.

Parcel III: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 274.81 feet from the southeast section corner; thence north 30 degrees 42 minutes 30 seconds west, 127.90 feet; thence south 76 degrees 13 minutes 30 seconds west, 334.00 feet; thence south 10 degrees 36 minutes 00 seconds east, 122.54 feet; thence north 76 degrees 13 minutes 30 seconds east, 378.04 feet to the point of beginning.

Parcel IV: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 109.48 feet from the southeast section corner; thence south 00 degrees 49 minutes 30 seconds west, 638.84 feet; thence north 10 degrees 42 minutes 30 seconds west 163.84 feet; thence north 76 degrees 13 minutes 30 seconds east, 197.82 feet; thence south 10 degrees 30 minutes east 122.54 feet; thence north 76 degrees 13 minutes 30 seconds east, 378.04 feet; thence south 30 degrees 42 minutes 30 seconds east, 185.33 feet to the point of beginning.



ground floor plan.

11/16/06



THIS LEASE, 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 1.01 Leased Premises. In consideration of the mutual promises, covenants and agreement herein contained, the adequacy of which consideration is by both parties confesses 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 outlined in **bold** 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.

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.

Tenant shall have the use of an outdoor patio dining area pursuant to the plans with respect to which no additional rent shall be charged.

Section 1.02 Commencement and Length of Term. The term of this Lease shall commence, Lease Commencement Date, upon the earlier of: (a) the expiration of Tenant's Construction Period as defined in Item 7 of Exhibit "E", or (b) the date of which Tenant shall open its store in the Leased Premises for business to the general public and the term of this Lease shall terminate at the time specified in Item 8 of Exhibit "E". The parties shall acknowledge in writing the date of commencement and termination of the term of this Lease promptly following such date of commencement.

Options. Provided that tenant is not in default hereunder it may exercise its option to extend as defined in exhibit "E." Each such extension shall be automatic unless Tenant gives written notice by certified mail at least Six (6) months prior to the end of the initial term of this lease, the first renewal term of the lease, the second renewal term, or the third renewal term of the lease as the case may be. Except as otherwise provided, all provisions of this lease shall prevail during each renewal term.

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 Lease Commencement Date if such Lease Commencement Date shall occur on February 1; if not, then the first Lease Year shall commence on the first day of February following the Lease Commencement Date of the Lease Term. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year. If the Lease Commencement Date of the Lease Term is other than February 1, then the period between the Lease Commencement Date and the succeeding January 31 shall be defined as a "Partial Lease Year". In the event that said Partial Lease Year exceeds a period of six (6) calendar months, then, for the purposes of this Lease, the same shall be deemed the first full Lease Year of the Lease Term. If the Lease Term should terminate on other than January 31 for any reason, then the period commencing the prior February 1 and continuing through such date of termination shall also be defined as a "Partial Lease Year".

Section 1.04 Landlord's and Tenant's Right of Cancellation. INTENTIONALLY DELETED

ARTICLE II. RENT

Section 2.01 Minimum Rent. 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.

Section 2.02 "Tenant Defined".

(a) Tenant shall include the person(s) and entity(ies) designated as "Tenant" in Item 3 of Exhibit "E" of this Lease, jointly and severally and any Guarantors on the Guaranty that is attached to this Lease as Exhibit "F".

Section 2.03 Taxes.

(a) Commencing with the beginning of the sixth year of this Lease (the sixty first month) and continuing throughout the term of this Lease, as this Lease may be extended from time to time, Tenant shall pay to Landlord, as additional rent, 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

Excerpt

purchaser at any such sale. Upon request, Tenant shall do whatever may be necessary or appropriate to pass good and legal title under any such sale. Any and all proceeds obtained therefrom shall be applied first to the costs of sale, including reasonable attorneys' fees, then to any interest accrued and payable under the terms of this Lease for nonpayment of Rent, Additional Rent and/or any other charges. Landlord's sale or retention of Collateral shall not be deemed to waive, alter, limit or affect in any manner whatsoever, but shall be in addition to, any other remedies available to Landlord upon non-payment of Rent or other charges under this Lease or otherwise. Landlord may execute and file, from time to time, any financing statements in order to evidence or perfect the Lien. This Lease shall be deemed a Security Agreement under Article 9 of the Uniform Commercial Code, as is necessary for Landlord to enforce the Lien and to foreclose on the Collateral.

Section 25.25 Guaranty. The obligations of Tenant under this Lease shall be secured by a guaranty executed by Luca Gjonaj in favor of Landlord in the form attached hereto as Exhibit "F".

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

IN THE PRESENCE OF:

[Signature]

[Signature]

LANDLORD:
CURTIS PROPERTIES GROUP, L.L.C.
By: *[Signature]*
Its: *[Signature]*

TENANT:
Luca's Chophouse Rochester, LLC
By: *[Signature]*
Its: *owner*
By: _____
Its: _____
Federal ID #: _____

for any breach or default of the terms of this Lease by Tenant which would cause irreparable harm to Landlord, and this right shall be in addition to, and not in lieu of, all other legal and equitable rights, remedies and damages to which Landlord may be otherwise entitled.

Section 25.22 Co-Tenancy. Upon commencement of this Lease, the tenant in building 1 will be Papa Joe's Market. The parties acknowledge and agree that Papa Joes Market is a unique retailer of gourmet and specialty food and wine of the highest quality. Landlord and Tenant anticipate that Tenant's restaurant and Papa Joe's Market will share a unique business synergy, beneficial to both Tenant, Papa Joe's, and to landlord, which would not be gained were Building 1 to be occupied by a supermarket or common grocery store. Therefore, in the event that, at any time during the Lease Term, the tenant in Building 1 (the reference to "tenant" herein being interpreted broadly to include the original tenant and also any assignee or sublessee thereof, and any substitute or replacement tenant) shall cease or shall publicly announce its intention to cease to conduct business with the public within the Shopping Center as a highest quality, fully staffed, stocked and fixtured upscale, gourmet/specialty food market, then Tenant shall have the right, exercisable by giving Landlord written notice not later than ninety (90) days after receipt of notice from Landlord that the tenant is closing or has closed its business in building 1, to terminate this lease and, in such event, and provided that Tenant has given notice of termination of this Lease to Landlord within such ninety (90) day period, Tenant shall be relieved of all further and future liabilities hereunder.

Section 25.23 Exclusive Use. During the Term of this Lease, including any renewal term, Landlord shall not lease, nor permit any other person to sublease, nor permit any person to use or operate any other portion of the Shopping Center, or any adjacent or neighboring property owned or controlled by Landlord that may appear to the general public on account of proximity, architecture, shared parking or other amenities, or otherwise, to constitute a part of the Shopping Center, or otherwise to constitute a single or integrated development, to any other person, firm, or organization as a restaurant business with Class C liquor license, specializing in steaks and seafood. Provided, however, this exclusive use provision shall not prevent Landlord from owning and operating a competing restaurant business with Class C liquor license inside of its Papa Joe's market store.

Section 25.24 Security Interest.

(a) Tenant hereby grants to Landlord a first priority security interest (herein "Lien"), as security for payment of all obligations of Tenant hereunder, upon all tangible and intangible personal property of Tenant, now or hereafter located in or on the Leased Premises, including, without limitation, all equipment, furniture, trade fixtures, merchandise, inventory (excluding alcoholic beverage inventory), liquor licenses (subject to transfer approval procedures of the Michigan Liquor Control Commission) and other personal property (and the proceeds thereof) to the full extent of Tenant's interest therein ("Collateral").

(b) The Lien shall include the right to prevent removal of the Collateral from the Leased Premises and may be enforced in the event of a default of this Lease, by the re-entry, taking and sale of the Collateral. Sale shall be either public or private after at least ten (10) days notice to Tenant at its last known address, which notice Tenant acknowledges to be commercially reasonable notice, and Landlord shall have the right and privilege to be a

Accept

ACKNOWLEDGMENT OF LANDLORD

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 9 day of February, 2012, 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.

Deirdre Hart
Notary Public,
Oakland County, State of Michigan
My Commission Expires: 11-30-2015

DEIRDRE HART
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-30-2015
acting in the county of Oakland

Exempt

ACKNOWLEDGMENT OF CORPORATE TENANT

STATE OF Michigan)
COUNTY OF Oakland)

On this 9 day of February, 2012, before me personally appeared Luca Gjonaj, to me personally known, who, being by me duly sworn, did each for himself say that he is respectively the Managing Member of Luca's Chophouse Rochester, LLC, the Limited Liability Company named in and which executed the within instrument, and that the said instrument was signed on behalf of said Limited Liability Company by authority of its Board of Directors; and said Luca Gjonaj acknowledged said instrument to be the free act and deed of said Limited Liability Company

Deirdre Hart
Notary Public,
Oakland County, State of Michigan
My Commission Expires: 11-30-2015

DEIRDRE HART
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-30-2015
Acting in the county of Oakland

EXHIBIT "E" – LEASE SPECIFICS

1. The Date of this Lease is February 9, 2012.
2. The Name and Address of the Landlord is:
Papa Joe's Plaza
6900 Rochester Road
Rochester Hills, MI 48307
3. The Name and Address of the Tenant is:
Luca's Chophouse Rochester, LLC
48395 Faraha Dr.
Macomb Twp. 48044
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 as depicted on the project site plan prepared by Ron & Roman, LLC, including an existing storage area and cooler in Papa Joes Basement for a total of 6,000 sq.ft.
7. Tenant shall have a period of 60 days from the date that Landlord delivers possession of the Leased Premises to Tenant to complete its construction requirements set forth in Exhibit "C" and "C-1", which period of time shall be known as "Tenant's Construction Period" and shall be rent free. If Tenant opens for business prior to the end of "Tenant's Construction period" then Tenant shall receive an additional seven (7) days of free rent. Notwithstanding the foregoing, rent shall become payable after the Tenant's Construction Period if the Liquor License transfer has been approved. If after Tenant's Construction Period, Tenant is ready to open business, but the Liquor License transfer/application has not been approved, then in that event, Rent shall not be charged until such time as the Liquor License is approved; unless the delay in or failure of the transfer of the license is due to the Tenant's acts, omissions, or Tenant's failure to qualify. In the event the transfer of the Liquor License to Tenant is not made within 150 days of the date of this Lease, then Landlord may, at its sole option, Terminate this Lease.
8. The term of the Lease shall end on the expiration of the second (2nd) full Lease Year of the Lease as said term Lease Year is defined in this Lease.
9. Tenant shall have the option to extend this Lease for one additional three (3) year term and two (2) additional five (5) year terms which may only be exercised pursuant to Section 1.02 of the Lease, unless the parties agree otherwise in writing.

10. The Minimum Rent shall be paid by Tenant to Landlord as follows:

BASE TERM	RENT PER SQUARE FOOT of FLOOR AREA	MONTHLY RENT	ANNUAL RENT
Year 1	Gross lease	\$12,500.00	\$150,000.00
Year 2	Gross lease	\$13,000.00	\$156,000.00
FIRST OPTION Year 3	Gross Lease	\$13,500.00	\$162,000.00
Year 4	Gross Lease	\$14,000.00	\$168,000.00
Year 5	Gross Lease	\$14,500.00	\$174,000.00

	RENT PER SQUARE FOOT of FLOOR AREA	MONTHLY RENT	ANNUAL RENT
2nd Option Period			
Year 6	25.00 plus NNNs		
Year 7	26.00 plus NNNs		
Year 8	27.00 plus NNNs		
Year 9	28.00 plus NNNs		
Year 10	29.00 plus NNNs		
3rd Option Period			
Year 11	30.00 plus NNNs		
Year 12	31.00 Plus NNNs		
Year 13	32.00 plus NNNs		
Year 14	33.00 plus NNNs		
Year 15	34.00 plus NNNs		

- 11. Intentionally omitted (percentage rent).
- 12. The scheduled date for delivery of possession of the Leased Premises is February 2 2012.
- 13. The use of the Leased Premises shall be only as follows: Steak and Seafood Restaurant. With other foods which do not conflict with other tenants exclusives.
- 14. The Tenant's advertised name shall be Luca's Chophouse.
- 15. Intentionally omitted.
- 16. Intentionally omitted.
- 17. Intentionally omitted.

18. Tenant shall promptly apply for and maintain during the term of this Lease a Class C liquor license, with Sunday sales and outdoor seating permits (herein "Liquor License"). Landlord shall reasonably assist Tenant in obtaining a Liquor License for the purchase price set forth below. If Tenant is refused such license by the Liquor Control Commission for any reason (other than the constitution of Tenant's ownership, management, or financing sources), then either party shall have the right to terminate this Lease and shall thereupon be relieved of all further liability hereunder. Also, Landlord shall sell to Tenant the furniture, fixtures and equipment (FFE) set forth in the December 15, 2011, Letter of Intent. Said transfer of FFE is subject to Landlord obtaining title to the FFE through resolution of its claims in Case # Case No. 11-122417-CZ, Oakland County Circuit Court. For good and valuable consideration, receipt of which is acknowledged by Tenant, Tenant may not remove from the Leased Premises any of the FFE at any time, for any reason, even after expiration or termination of this Lease. Ownership of all of the FFE transferred with this Lease shall revert to the Landlord at the termination of the Lease. At the execution of this Agreement, Tenant shall execute the attached Bill of Sale transferring title to the FFE to Landlord, free and clear of all liens. Said Bill of Sale shall be held in escrow by Landlord's attorney, Bellanca Beattie and DeLisle, and upon expiration or termination of this Lease, said Bill of Sale shall be released to Landlord upon its written request. All current tax arrears shall be settled and all liens, taxes and licenses shall be cleared by Landlord at the execution of this Lease. After possession by Tenant, and throughout the term of the Lease, Tenant shall be responsible for all personal property taxes charged against the FFE.

Tenant shall pay to Landlord \$75,000 for the Liquor License and FFE (the "Purchase Price"). The allocation of the Purchase Price between the Liquor License and the FFE shall be as follows: \$35,000 for the Liquor License and \$40,000 for the FFE. Payment by Tenant for the Liquor License and FFE shall be paid as follows: a \$50,000.00 down payment due at the execution of this Lease, with the remaining \$25,000.00 due one (1) year after the date Tenant's business opens. Notwithstanding anything herein to the contrary, at the expiration (not termination) of this Lease, in the event Tenant is not and has never been in default of the terms of this Lease, Landlord has the exclusive right to purchase the Liquor License for the same price Tenant paid for such license, subject to obtaining the required approvals, including without limitation MLCC approval.

19. Tenant shall have the right to maintain a valet parking stand and key-board, and valet sign on the sidewalk, proximate to the entrance to the Leased Premises. Tenant shall further have the right to designate and mark with cones and/or tape or other appropriate markings, subject to Landlord's reasonable approval, a reasonable valet parking area within reasonable proximity to the Leased Premises. Landlord reserves the right to designate and relocate the valet parking area from time to time. Further, Landlord and Tenant shall, to the extent practicable, cooperate in using a single valet service for Tenant's restaurant, banquet hall, and the Shopping Mall.

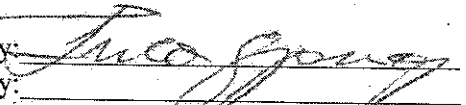
Excerpt

20. For the first full year after Tenant opens its business, Landlord shall be responsible for any required repairs to the heating, air-conditioning and electrical systems. Thereafter, Tenant shall be responsible for such repairs and maintenance.

Approved by Landlord:

By: 

Approved by Tenant:

By: 
By: _____
By: _____

Excerpt

EXHIBIT "F"

[attach form guaranty]

Except

GUARANTY OF LEASE

This Guaranty of Lease is entered into by the undersigned Guarantor in connection with that certain Lease (the "Lease") dated February 7, 2012, between Curtis Property Group, as Landlord and Luca's Chophouse Rochester LLC as Tenant covering 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.

Executed

IN WITNESS WHEREOF, the Guarantor has duly signed and delivered this Guaranty
this 9 day of February, 2012

Luca Gjonaj

Luca Gjonaj

Social Security #: 392 69 86 21

Drivers License #: 0520 560203447

Social Security #: _____

Drivers License #: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR(S)

STATE OF MICHIGAN)
)SS.
COUNTY OF Oakland)

On this day 9th day of February, 2012 before me personally
appeared Luca Gjonaj, to me personally known to be the person(s) described in and who
executed the foregoing Guaranty and acknowledged before me that he executed the same as his
free act and deed.

Deirdre Hart
Notary Public, Oakland County
State of Michigan
My Commission Expires: 11-30-2015

DEIRDRE HART
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-30-2015
Living in the county of Oakland

Enclosed

ACKNOWLEDGMENT OF LANDLORD UTILITY POLICY

The undersigned Tenant hereby acknowledges that all utilities in service at the time of execution of this Lease will be terminated by Landlord if said utilities are not transferred into the name of the Tenant within ten (10) days of signing of said Lease. Utilities are understood to be gas serviced by Consumers Energy, electric serviced by DTE Energy and, if applicable, water and sewer serviced by the City where leased premises are located. Tenant further acknowledges that he/she/it will be responsible for any fees incurred in turning the utilities back on or reinstalling meters.

TENANT:


Witness:

By:



Date:

2-9-12

CALL:

Consumers Energy 1-800-477-5050

DTE Energy 1-800-477-4747

Receipt

BILL OF SALE

Know all men by these presents that Luca's Chophouse Rochester, LLC, a Michigan limited liability company and Luca Gjonaj (collectively "party of the first part"), pursuant to that certain Lease Agreement dated February 9, 2012 and for other good and valuable consideration received from Curtis Properties Group, LLC, a Michigan limited liability company ("party of the second part"), receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant and convey unto said party of the second part, its executors, administrators or assigns and successors all of the right, title and interest in and to the following tangible assets, to wit:

Any and all Trade Fixtures, Fixtures, Appliances, Furniture, Equipment, and Personal Property located in, on or attached to the property commonly known as 6870 Rochester Rd., Rochester Hills, MI, or relating in any way to party of the first part's business

(Hereinafter collectively referred to as "Assets"), to have and to hold the same unto the party of the second part, its executors, administrators, assigns and successors, forever. And the said party of the first part for his heirs, executors and administrators, does warrant and represent that he is the sole owner of the Assets, that he has good and marketable title to the Assets, and that he is authorized to make this transfer. And the said party of the first part, for his heirs, executors and administrators, does covenant and agree to and with the said party of the second part, its executors, administrators, assigns and successors, that he will warrant and defend the sale of said property, goods, chattels, and Assets hereby made unto the said party of the second part, its executors, administrators and assigns and successors against all and every person or persons whatsoever.

IN WITNESS WHEREOF the party of the first part has hereunto set its hand this _____ day of February, 2012:

Deirdre Hart
Witness

Luca Gjonaj

STATE OF MICHIGAN)
SS
COUNTY OF WAYNE)

On this 9 day of February, 2012, before me personally appeared Luca Gjonaj individually and on behalf of Luca's Chophouse rochester, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Deirdre Hart
Notary Public, Oakland County, Michigan
Acting in Oakland County
My commission expires: 11-30-2015

DEIRDRE HART
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-30-2015
Acting in the county of Oakland

Receipt

CONDITIONAL BILL OF SALE

Know all men by these presents that, Curtis Properties Group, LLC a Michigan limited liability company ("party of the first part"), pursuant to that certain Lease Agreement dated February 9, 2012 and for other good and valuable consideration received from Luca's Chophouse Rochester, LLC, a Michigan limited liability company ("party of the second part"), shall bargain, sell, grant and convey unto said party of the second part, its executors, administrators or assigns and successors all of its right, title and interest in and to the following tangible assets, to wit:

Any and all Trade Fixtures, Fixtures, Appliances, Furniture, Equipment, and Personal Property located in, on or attached to the property commonly known as 6870 Rochester Rd., Rochester Hills, MI

(Hereinafter collectively referred to as "Assets"),.

The parties hereby acknowledge and agree that party of the first part's right, title and interest in and to the Assets, and this transfer of the Assets to party of the second party, is subject to and contingent upon party of the first part obtaining title to the Assets through resolution (or judgment in its favor) of its claims in Case # Case No. 11-122417-CZ, Oakland County Circuit Court.

IN WITNESS WHEREOF the party of the first part has hereunto set its hand this 9 day of February, 2012:

[Signature]
Witness

[Signature]

STATE OF MICHIGAN)

SS

COUNTY OF WAYNE)

On this 9 day of February, 2012, before me personally appeared Tony Curtis on behalf of Curtis Properties Group, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

[Signature]

Notary Public, Oakland County, Michigan
Acting in Oakland County

My commission expires: 11-30-2015

Excerpt

Tony Curtis

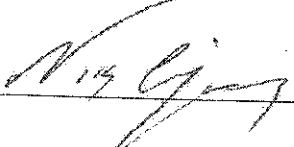
From: James Bellanca, III [jamesb@bellanca.com]
Sent: Thursday, February 09, 2012 12:43 PM
To: Tony Curtis

The undersigned entered into a Lease for the property known as 6870 Rochester Rd., Rochester Hills, MI. Pursuant to Exhibit E, Paragraph 18 of the Lease, the Tenant shall purchase a liquor license and certain FFE for \$75,000.00.

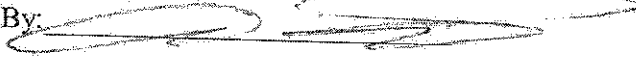
The parties hereby agree that if the allocation of the purchase price between the liquor license and the FFE must change in order to transfer these Assets free of liens, then in that event, the parties will cooperate to make such revisions to the allocation. The Tenant further agrees that at any time or from time to time after the execution of the Lease, Tenant shall, upon the request of the Landlord, execute and deliver such further documents and agreements, and do such further actions and things as may be reasonably requested in order to fully effectuate the purposes of their Agreement.

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


IN THE PRESENCE OF:



LANDLORD:
CURTIS PROPERTIES GROUP, L.L.C.

By: 
Its: _____

TENANT:
Luca's Chophouse Rochester, LLC

By: 
Its: owner

By: _____

Its: _____

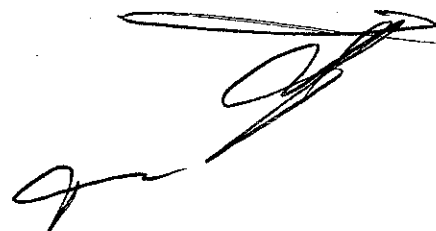
Federal ID #: _____

Exempt

18. Tenant shall promptly apply for and maintain during the term of this Lease a Class C liquor license, with Sunday sales and outdoor seating permits (herein "Liquor License"). Landlord shall reasonably assist Tenant in obtaining a Liquor License for the purchase price set forth below. If Tenant is refused such license by the Liquor Control Commission for any reason (other than the constitution of Tenant's ownership, management, or financing sources), then either party shall have the right to terminate this Lease and shall thereupon be relieved of all further liability hereunder. Also, Landlord shall sell to Tenant the furniture, fixtures and equipment (FFE) set forth in the December 15, 2011, Letter of Intent. Said transfer of FFE is subject to Landlord obtaining title to the FFE through resolution of its claims in Case No. 11-122417-CZ, Oakland County Circuit Court. For good and valuable consideration, receipt of which is acknowledged by Tenant, Tenant may not remove from the Leased Premises any of the FFE at any time, for any reason, even after expiration or termination of this Lease. Ownership of all of the FFE transferred with this Lease shall revert to the Landlord at the termination of the Lease. At the execution of this Agreement, Tenant shall execute the attached Bill of Sale transferring title to the FFE to Landlord, free and clear of all liens. Said Bill of Sale shall be held in escrow by Landlord's attorney, Bellanca Beattie and DeLisle, and upon expiration or termination of this Lease, said Bill of Sale shall be released to Landlord upon its written request. All current tax arrears shall be settled and all liens, taxes and licenses shall be cleared by Landlord at the execution of this Lease. After possession by Tenant, and throughout the term of the Lease, Tenant shall be responsible for all personal property taxes charged against the FFE.

Tenant shall pay to Landlord \$75,000 for the Liquor License and FFE (the "Purchase Price"). The allocation of the Purchase Price between the Liquor License and the FFE shall be as follows: \$35,000 for the Liquor License and \$40,000 for the FFE. Payment by Tenant for the Liquor License and FFE shall be paid as follows: a \$50,000.00 down payment due at the execution of this Lease, with the remaining \$25,000.00 due one (1) year after the date Tenant's business opens. Notwithstanding anything herein to the contrary, at the expiration or termination of this Lease, Landlord shall have the exclusive right to purchase the Liquor License for the same price Tenant paid for such license, subject to obtaining the required approvals, including without limitation MLCC approval. Notwithstanding anything herein to the contrary, in the event Tenant is in default of this lease, Landlord may execute and enforce all rights it has pursuant to its secured interest in said liquor license and the FFE.

19. Tenant shall have the right to maintain a valet parking stand and key-board, and valet sign on the sidewalk, proximate to the entrance to the Leased Premises. Tenant shall further have the right to designate and mark with cones and/or tape or other appropriate markings, subject to Landlord's reasonable approval, a reasonable valet parking area within reasonable proximity to the Leased Premises. Landlord reserves the right to designate and relocate the valet parking area from time to time. Further, Landlord and Tenant shall, to the extent



Except

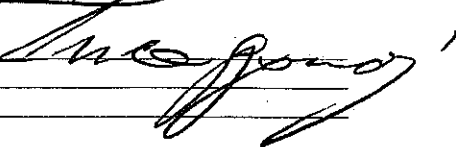
practicable, cooperate in using a single valet service for Tenant's restaurant, banquet hall, and the Shopping Mall.

- 20. For the first full year after Tenant opens its business, Landlord shall be responsible for any required repairs to the heating, air-conditioning and electrical systems. Thereafter, Tenant shall be responsible for such repairs and maintenance.

Approved by Landlord:

By: 

Approved by Tenant:

By: 
By: _____
By: _____

Exempt

**AGREEMENT FOR DESIGNATION
AND ASSIGNMENT OF INTEREST
IN LICENSES**

This Agreement is made on this ____ day of March, 2012, by and between Curtis Properties Group, LLC, a Michigan limited liability company ("Curtis") and Luca's Chophouse Rochester, LLC, a Michigan limited liability company ("Luca's").

RECITALS

WHEREAS, Curtis obtained the right, title and interest in and to a Class C and SDM liquor license previously owned by 6870 Rochester, LLC, a tenant of Curtis who was utilizing the liquor license at the property owned by Curtis and commonly known as 6870 N. Rochester Road, Rochester Hills, Michigan 48307 (the "Property").

WHEREAS, Curtis obtained the right, title and interest in the Liquor License and assets owned by the tenant through a consent judgment (and settlement) of a lawsuit known as *Curtis Properties Group, LLC v. 6870 Rochester, LLC*, Oakland County Circuit Court Case No. 11-122417-CZ. See Claim and Delivery Judgment attached as Exhibit A ("Judgment").

WHEREAS, Luca's has entered into a certain lease agreement with Curtis to lease the Property, and to purchase Curtis' interest in and to the Assets and Liquor License obtained by Curtis through the Judgment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Liquor License and Assets.** Luca's shall purchase the equipment, appliances and personal property currently located on the Property and referenced in the attached judgment (the "Assets"), and that certain Class C and SDM license utilized on the Property, previously owned by 6870 Rochester, LLC (the "Liquor License") and awarded to Curtis through the Judgment.

2. **Purchase Price.** The Purchase Price for the Assets and Liquor License shall be \$75,000.00, and preliminarily allocated as follows:

A. \$35,000.00 for the Liquor License.

B. \$40,000.00 for the Assets.

3. **Payment.**

A. Luca's shall pay \$35,000.00, receipt of which is hereby acknowledged, in exchange for the attached Designation and Assignment of Interest in the Liquor License. Luca's shall thereafter be responsible for applying for the approval of the transfer of the Liquor License through the Michigan Liquor Control Commission.

B. Luca's shall pay \$15,000.00, receipt of which is hereby acknowledged, as an initial deposit towards the purchase of the Assets. The balance of \$25,000.00 shall be paid by Luca's to Curtis within one year of the date of the Lease Agreement.

4. **Security.** As security for the above payment and compliance with the terms of the Lease, Luca's has granted Curtis a first priority lien in and to the Assets and the Liquor License. Luca's has further granted Curtis an exclusive option to purchase the Liquor License at the expiration of the Lease for the amount Luca's paid Curtis for the license, and has further agreed to transfer title to the Assets back to Curtis at the same time. Notwithstanding anything herein to the contrary, in the event Tenant is in default of this lease, Landlord may execute and enforce all rights it has pursuant to the Lease and its secured interest in said Liquor License and the FFE.

5. **Existing Liens.** The parties acknowledge and understand that Curtis obtained title to the Assets and the assignment of the Liquor License, subject to certain liens, including liens in favor of the Internal Revenue Service ("IRS"). Curtis is in the process of applying for the termination of the liens with the IRS. The parties further acknowledge, understand and agree that in the event Curtis is not able to obtain terminations of the liens, any interest being transferred herein or pursuant to the Lease between the parties is subject to all

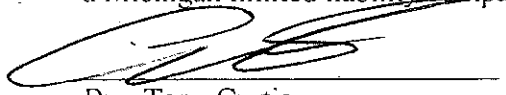
Excerpt

existing liens of record. Notwithstanding the foregoing, Curtis shall remain responsible for pursuing terminations of valid UCC liens that exist prior to this Agreement.

6. **Raification.** All other terms and conditions of the Lease are hereby ratified. In the event the terms of the Lease between the parties dated 2-9-12, are found to conflict with this Agreement, the terms of the Lease shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and date above written.

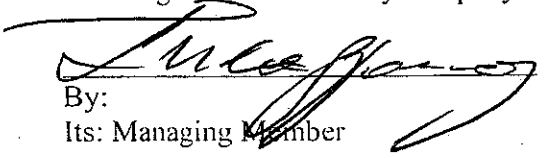
Curtis Properties Group, LLC,
a Michigan limited liability company



By: Tony Curtis
Its: Managing Member

Date: 4-11-12

Luca's Chophouse Rochester, LLC
a Michigan limited liability company



By:
Its: Managing Member

Date: 4-12-12

Lunch

Menu

APPETIZERS

MARYLAND CRAB CAKES

Broiled Maryland crab cakes served with black bean corn salsa & our signature remoulade.
9.99

SHRIMP LUCA

Lightly breaded jumbo shrimp topped with a lemon garlic cream sauce.
9.99

CALAMARI

Flash fried calamari strips tossed with capers, diced tomatoes, banana peppers in a citrus beurre blanc.
8.99

CAPRESE

Slices of ripe roma tomatoes, fresh mozzarella & basil leaf drizzled with balsamic syrup.
8.99

STUFFED PORTABELLO MUSHROOM

Marinated portabello mushroom cap stuffed with jumbo lump crab. Topped with a pesto cream sauce.
10.99

ARTICHOKE DIP

A blend of artichoke hearts, roasted red peppers, Vermont white cheddar, mozzarella, & baked with Parmesan.
7.99

SALADS

Enjoy a soup with any salad for 2.50.

NAPA VALLEY

Crisp tossed greens, toasted pine nuts, crumbled bleu cheese, sliced red onion, dried cranberries & maple raspberry vinaigrette.
8.99

THE CLASSIC CAESAR

Crisp romaine lettuce, house made herb croutins & shaved Parmesan tossed in our caesar dressing.
7.99

LEELANAU

Crisp spring mix tossed in a Late Harvest Michigan Riesling cherry vinaigrette. Topped with wedges of seasonal Michigan apples, Gorgonzola cheese, dried Traverse City cherries & toasted walnuts.
8.99

CAJUN BEEF TIP

Select greens tossed with our signature creamy balsamic vinaigrette. Topped with imported goat cheese & all-natural Cajun beef tips. Garnished with tomatoes, cucumbers & fried onion strings.
12.99

THE CHOPHOUSE WEDGE

A wedge of iceberg lettuce topped with crumbled bleu cheese & bacon, a sliced egg & our house dressing.
5.99

LUCA'S LAKNA

Shredded red & green cabbage, sliced onion, shredded carrots tossed in our Mediterranean vinaigrette.
5.99

COCONUT SALMON

Select greens, onions & carrots. Topped with flash fried coconut Panko encrusted Chilean salmon strips, served with a toasted sesame Cusabi dressing.
12.99

Add on to any salad

Grilled breast of chicken 3.99

Grilled salmon or shrimp 5.99

Bay scallops 5.99

Grilled all-natural steak 8.99

SANDWICHES

All sandwiches are served with house fries. Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

CHOPHOUSE BURGER*

Half pound of all-natural ground Angus beef topped with smoked bacon rounds, melted American cheese, lettuce, tomatoes, mayonnaise & red onion. Served on a brioche bun.
9.99

JERSEY REUBEN

Oven roasted turkey breast topped with Italian slaw. Served on sourdough bread with melted Swiss.
8.99

PATTY MELT

Caramelized onions, Swiss cheese, grilled rye bread & 1000 island dressing.
8.99

CAPRESE MELT

Mozzarella cheese, tomatoes, sweet basil & balsamic syrup. Served on grilled Texas bread.
8.99

PROSCIUTTO SANDWICH

Thin sliced Prosciutto topped with fresh mozzarella, olive oil, tomatoes & pesto aioli on house bun.
9.99

COUNTRY CHICKEN SANDWICH

Chicken breast topped with melted white cheddar cheese, fried onion strings & our signature barbecue sauce.
9.99

PORTOBELLO BURGER

Two grilled Portobello's sandwiched around asparagus tips, sautéed spinach, roasted roma tomatoes & red peppers. Topped with fresh mozzarella cheese & drizzled with a balsamic reduction.
8.99

BLEU BEEFSTEAK SANDWICH

Shaved rib-eye topped with sautéed onions, mushrooms & bleu cheese.
9.99

MONTE FRISCO

Turkey, ham, Gouda cheese with our signature sweet remoulade on grilled sourdough.
9.99

BOARDWALK SANDWICH

A delicious Maryland crab cake topped with melted swiss cheese, ripe roma tomato & red pepper aioli. Served on grilled sourdough.
10.99

HAM & GOUDA GRILLED CHEESE

Shaved ham, melted Gouda topped with sliced apples & caramelized onions on sourdough.
9.99

SEARED AHI TUNA SANDWICH

Pan seared Ahi tuna sliced & served on house bun topped with carrots, onions, cucumbers & creamy Soyabi coleslaw.
13.99

HOT TURKEY SANDWICH

Fresh roasted turkey served over Texas bread & topped with a wild mushroom madeira sauce.
8.99

*These items can be cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

STEAKS AND CHOPS

INDULGE YOURSELF WITH THE FINEST CUTS OF ALL NATURAL BEEF, PORK & LAMB, AGED TO PERFECTION, FOR YOUR DINING PLEASURE.

All steaks are served with our signature zip sauce, Parmesan mashed potatoes & vegetable du jour. Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

PETITE FILET (6 OZ.)* 24.99	8 OZ. PORK CHOP* 12.99
GRAND FILET (9 OZ.)* 32.99	LAMB CHOPS* 31.99
14 OZ. NEW YORK* 28.99	BEEF TIPS JUBILEE*
12 OZ. RIB EYE* 22.99	All natural beef tips topped with bleu cheese, mushrooms & a red wine demi glace
9 OZ. CHOPHOUSE SIRLOIN* 16.99	13.99

Add

Sautéed mushrooms, onions or sautéed bleu cheese. 2.99
Skewered shrimp, crab cake or seared cherry scallops. 5.99
6 OZ. Maine lobster tail - market price

*All steaks are prepared to order.

**Ask your server for details.

PASTA

Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

PASTA PRANVERA Fresh Mixed vegetables sautéed with garlic, extra virgin olive oil & red pepper flakes. Tossed with linguini & ginger. Finished with dried cranberries & toasted almonds. 10.99	EGGPLANT PARMESAN Parmesan Panko breaded eggplant, pan-fried & topped with our signature marinara sauce & fresh mozzarella. Served atop angel hair pasta. 10.99
TORTELLINI LIGURIA Cheese filled tortellini tossed in our signature pesto cream sauce. 11.99	GNOCCHI PALOMINO Potato dumplings tossed in our signature tomato cream sauce topped chopped bacon & crumbled feta cheese. 11.99
PASTA AMERICANA Blackened chicken breast sautéed with wild mushrooms, butter, white wine & herbs. Tossed with fresh linguini in a light Cajun tomato cream sauce. 11.99	CHICKEN PICATTA Pan-fried chicken breast sautéed with artichoke hearts, capers, white wine, fresh lemon & garlic. Tossed with linguini. 12.99

VEAL AND POULTRY

All veal & poultry is served with Parmesan mashed potatoes and vegetable du jour.

Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

VEAL MARSALA All-natural veal scallopini pan seared & topped with mushroom Marsala sauce. 13.99	VEAL BRITTANY All-natural veal scallopini pan seared & topped with our signature strawberry balsamic sauce. 14.99
CHICKEN MADEIRA Sautéed chicken breast topped with melted fresh mozzarella & herbs. Smothered with a wild mushroom Madeira sauce. Topped with grilled asparagus. 12.99	CHICKEN CHARLAMAGNE Chicken breast sautéed with extra virgin olive oil, white wine & sage. Topped with imported prosciutto. 12.99

SEAFOOD

All seafood is served with wild rice and vegetable du jour.

Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

SESAMUM SEARED TUNA Ahi tuna encrusted with imported sesame seeds. Pan seared & drizzled with our cucumber wasabi sauce. 16.99	LEMON CAPER WHITEFISH Broiled Lake Superior whitefish topped with a lightly toasted Panko crust & a lemon caper beurre blanc. 13.99
HONEYNUT WALLEYE Walnut encrusted walleye topped with a honey butter sauce. 14.99	FIRE CRACKER SHRIMP Jumbo shrimp breaded & flash fried, tossed in a sweet & spicy Thai chili sauce. 16.99
CHILEAN SALMON Available char-grilled or blackened. 14.99	BLUEBERRY SCALLOPS Almond encrusted bay scallops pan seared & topped with our blueberry cream sauce. 14.99

*These items can be cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

Dinner

Menu

APPETIZERS

MARYLAND CRAB CAKES

Broiled Maryland crab cakes served with black bean corn salsa & our signature remoulade.
9.99

BEEF TIPS JUBILEE

All-natural beef tips topped with bleu cheese, mushrooms & a red wine demi-glace.
11.99

ALMOND ENCRUSTED BRIE

Panko & almond encrusted Brie topped with a Michigan fruit compote in a port wine glaze, served with toast points.
9.99

CALAMARI

Flash fried calamari strips tossed with capers, diced tomatoes, banana peppers in a citrus beurre blanc.
8.99

SHRIMP LUCA

Lightly breaded jumbo shrimp topped with a lemon garlic cream sauce.
9.99

TUNA MOLLA

Pan seared tuna sliced. Served with our signature apple horseradish slaw.
13.99

CAPRESE

Slices of ripe roma tomatoes, fresh mozzarella, & basil leaf drizzled with balsamic syrup.
8.99

ARTICHOKE DIP

A blend of artichoke hearts, roasted red peppers, Vermont white cheddar, mozzarella, & baked with Parmesan.
7.99

STUFFED PORTABELLO MUSHROOM

Marinated portabello mushroom cap stuffed with jumbo lump crab. Topped with a pesto cream sauce.
10.99

MUSSELS ANISE

Fresh Prince Edward Island mussels steamed and sautéed in a light tomato anise sauce.
11.99

SALADS

Enjoy a soup with any salad for 2.50.

NAPA VALLEY

Crisp tossed greens, toasted pine nuts, crumbled bleu cheese, sliced red onion, dried crazens & maple raspberry vinaigrette.
9.99

THE CLASSIC CAESAR

Crisp romaine lettuce, house made herb croutins & shaved Parmesan tossed in our caesar dressing.
11.99

LEELANAU

Crisp spring mix tossed in a Late Harvest Michigan Riesling cherry vinaigrette. Topped with wedges of seasonal Michigan apples, Gorgonzola cheese, dried Traverse City cherries & toasted walnuts.
9.99

THE CHOPHOUSE WEDGE

A wedge of iceberg lettuce topped with crumbled bleu cheese & bacon, a sliced egg & our house dressing.
13.99

LUCAS LAKNA

Shredded red & green cabbage, sliced onion, shredded carrots tossed in our Mediterranean vinaigrette.
5.99

COCONUT SALMON

Select greens, onions & carrots. Topped with flash fried coconut Panko encrusted Chilean salmon strips, served with a toasted sesame Cusabi dressing.
15.99

Add on to any salad

Grilled breast of chicken 3.99, Grilled salmon or shrimp 5.99
Bay scallops 5.99, Grilled all-natural steak 8.99

SIDE DISHES

TWICE BAKED POTATO

Stuffed with scallions, roasted red peppers, sour cream & white cheddar cheese.
5.99

WILD RICE PILAF

3.50

GRILLED ASPARAGUS

4.99

SWEET POTATO CASSEROLE

Baked sweet potatoes, mashed with honey, butter & cinnamon.
5.99

VEGETABLE DU JOUR

3.50

SWEET POTATO WEDGES

3.50

PASTA

Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

PASTA PRANVERA

Fresh Mixed vegetables sautéed with garlic, extra virgin olive oil & red pepper flakes. Tossed with linguini & ginger. Finished with dried crazens & toasted almonds.
12.99

GNOCCHI PALOMINO

Potato dumplings tossed in our signature tomato cream sauce topped chopped bacon & crumbled feta cheese.
15.99

LINGUINI MILANO

All natural steak served atop sautéed broccoli crowns, toasted pine nuts and fresh linguini in a light Gorgonzola cream sauce.
17.99

EGGPLANT PARMESAN

Parmesan Panko breaded eggplant, pan-fried & topped with our signature marinara sauce & fresh mozzarella. Served atop angel hair pasta.
12.99

SMOKED CHICKEN TORTELLINI

Smoked chicken, sautéed with roasted red peppers & leeks. Tossed in a garlic cream sauce.
15.99

PASTA RODONI

Jumbo shrimp, fresh mussels and seared jumbo scallops in a light tomato cream sauce, served with angel hair pasta.
21.99

*These items can be cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

STEAKS AND CHOPS

INDULGE YOURSELF WITH THE FINEST CUTS OF ALL NATURAL BEEF, PORK & LAMB, AGED TO PERFECTION, FOR YOUR DINING PLEASURE.

All steaks are served with our signature zip sauce, Parmesan mashed potatoes & vegetable du jour. Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

PETITE FILET (6 OZ.)* 24.99	14 OZ. NEW YORK* 28.99
GRAND FILET (9 OZ.)* 32.99	24 OZ. PORTERHOUSE* 38.99
12 OZ. RIB EYE* 22.99	8 OZ. PORK CHOPS* 20.99
9 OZ. CHOPHOUSE SIRLOIN* 16.99	LAMB CHOPS* 31.99

Add

Sautéed mushrooms, onions or stilton bleu cheese - 2.99
Skewered shrimp, crab cake or seared sherry scallops - 5.99
6 OZ. Maine lobster tail - market price

*All steaks are prepared to order.

HOUSE CREATIONS

All house creations are served with Parmesan mashed potatoes & vegetable du jour. Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

MICHIGAN MAPLE PORK CHOPS

Two all-natural 8 oz. Maple marinated pork chops topped with Michigan apples, crumbled bacon & shitake mushrooms tossed in a candy peppercorn brandy sauce. 21.99

GUMBO ELDORADO

Cajun seasoned chicken sautéed with jumbo shrimp, mixed peppers & onions, spicy tomato cream sauce served over wild rice. 18.99

FILET OSCAR

All-natural 6oz filet topped with crab meat, asparagus & drizzled with hollandaise sauce. 28.99

HERB CRUSTED RACK OF LAMB

All-natural Frenched rack of lamb rolled in a Dijon herb crust, & cooked to perfection. 32.99

HORSERADISH ENCRUSTED RIBEYE

12 oz all-natural ribeye topped with a horseradish crust & lemon creme fraiche. 26.99

CALIFORNIA BROIL

Marinated all-natural flank steak grilled, sliced & topped with our signature citrus salsa. 19.99

VEAL AND POULTRY

All veal & poultry is served with Parmesan mashed potatoes and vegetable du jour. Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

VEAL CHARENTE

Sautéed all-natural veal scallopini with wild mushrooms, diced tomatoes & leeks. Finished with a Cognac demi-glace & fresh rosemary. 20.99

CHICKEN MADEIRA

Sautéed chicken breast topped with melted fresh mozzarella & herbs. Smothered with a wild mushroom Madeira sauce. Topped with grilled asparagus. 19.99

CHICKEN TREBBIANO

Oven roasted half chicken, topped with a strawberry, honey balsamic glaze. 17.99

VEAL FICHU

All-natural veal scallopini pan seared & sautéed with a Black Mission fig glaze, port wine & fresh rosemary. 21.99

SEAFOOD

All seafood is served with wild rice and vegetable du jour. Enjoy a soup, side salad, or Luca's lakna with any entree for an additional 2.50.

AHI TUNA

Blackened & pan seared ahi tuna served over a bed of seaweed & topped with pickled ginger. Served with wasabi & soy sauce. 23.99

LEMON CAPER WHITEFISH

Broiled Lake Superior whitefish topped with a lightly toasted Panko crust & a lemon caper beurre blanc. 15.99

HONEYNUT WALLEYE

Walnut encrusted walleye topped with a honey butter sauce. 17.99

SHRIMP LUCA

Jumbo shrimp lightly breaded & flash fried, topped with a lemon garlic cream sauce. 21.99

CHILEAN SALMON

Available char grilled or blackened. 17.99

SEA BASS SANTIAGO

Fresh baked Chilean sea bass served atop sautéed spinach, wild mushrooms, asparagus & roasted corn. 28.99

*These items can be cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

Training
&
Policy

WELCOME TO LUCA'S CHOPHOUSE

TO OUR EMPLOYEES

Welcome to Luca's Chophouse. Congratulations on joining the Restaurant Company that is admired as an icon of fine dining.

We are proud of the great reputation the dedicated men and women of Luca's have earned for our superb food and for our world class warm and attentive service and we're pleased that you have joined our team.

Personality, courtesy, motivation and the desire to consistently exceed our guest's expectations are key ingredients for your personal success at Luca's. Because Luca's is known throughout the restaurant industry as an excellent place to work and as a Company that recognizes and rewards superior performance, we attract the best people – like you. You are the most important part of our operation.

As a new addition to the Luca's team, we realize there will be a period of adjustment. We know you'll have important questions about the Company, your responsibilities, your benefits, what we expect of you and what you can expect from us. Even staff members who have been with us for many years may have questions from time to time.

This handbook has been prepared to acquaint you with Luca's culture and your work environment. Please read it carefully and keep it for future use. You should familiarize yourself with the important information it contains.

LUCAS CHOPHOUSE, INC. AND ITS SUBSIDIARIES ("LUCA'S" OR THE "COMPANY") EMPLOYEE HANDBOOK IS NOT INTENDED TO CREATE ANY EMPLOYMENT CONTRACT OR CONFER ANY OTHER CONTRACTUAL RIGHTS. EACH EMPLOYEE OF LUCA'S IS EMPLOYED ON AN "AT WILL" BASIS. EITHER YOU OR LUCA'S HAS THE RIGHT TO TERMINATE YOUR EMPLOYMENT RELATIONSHIP, AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT NOTICE OR CAUSE. AS LUCA'S GROWS AND CHANGES, SO TOO WILL ITS POLICIES, PROCEDURES, AND BENEFITS. THUS THE POLICIES, PROCEDURES, AND BENEFITS SUMMARIZED IN THIS HANDBOOK ARE GUIDELINES ONLY. LUCA'S MAY ADD TO, DELETE, OR CHANGE ANY OF ITS POLICIES, PROCEDURES, OR BENEFITS AT ANY TIME, WITH OR WITHOUT NOTICE. FURTHER, LUCA'S RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS EMPLOYEE HANDBOOK, AND MAKE EXCEPTIONS TO THESE POLICIES AT ITS SOLE DISCRETION.

We wish you great success at Luca's. That success will depend to a great extent, upon your commitment to use the knowledge and information made available to you. We encourage your questions and welcome your suggestions as a valued employee of this extraordinary organization.

Good luck and welcome!

MISSION

CORE VALUES

WE VALUE EACH OTHER

Professionalism is expected at all times.
We will endeavor to create a positive working environment
where mutual respect and dignity is a way of life.

WE WILL OFFER ONLY THE FINEST PRODUCTS

Anywhere, anytime, at any cost.

WE STRIVE TO CONTINUALLY IMPROVE

Everyday, by everyone, in everything we do.

WE EXPECT TO BE PROFITABLE

We all contribute to the financial well being of our business through
Value-added work (working smart,
controlling costs and driving sales.)

WHAT YOU CAN EXPECT FROM LUCA'S CHOPHOUSE

CODE OF ETHICS

Over the years Luca's Family has earned a reputation for honesty, integrity and trustworthiness based on the daily words and actions of our employees. To maintain this reputation, we must adhere to the highest standards of conduct in our dealings with people, organizations and governments. As such Luca's has established a Code of Ethics that sets forth the principles and standards of conduct that will continue to guide Luca's. Many of the policies in the Code of Ethics are based on various laws and regulations. Others are based on business and ethical principles that enhance our ability to conduct our business effectively. Others restate basic work rules and principles contained in this Handbook.

All employees of Luca's are expected to use the Code of Ethics as a guide to govern their actions and working relationships with fellow employees, guests, competitors, vendors, suppliers, governmental and self regulatory agencies, the media and anyone else with who they have contact.

EQUAL EMPLOYMENT

It is the policy of Luca's to be an equal opportunity employer. All terms and conditions of employment including, but not limited to hiring, training, promotions, compensation, benefits, transfers and other personnel actions will be made without regard to actual or perceived religion, color, race, sex, national origin, age, disability, marital status, citizenship, veteran status, sexual orientation and any other classifications protected by federal, state or local law, rule, regulation or ordinance.

Our policy is to treat ever employee or applicant with dignity and respect. We will always endeavor to select the best-qualified individuals without regard to the characteristics listed above. Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attneitons of the management department. Luca's will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to disciplinary action, which may include discharge.

EMPLOYEES WITH DISABILITIES

Luca's will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of the business. If you need assistance to perform your job duties because of a physical or mental condition, please let us know.

OUR PERSONNEL POLICIES

Luca's is concerned about all of our employees and we will try to:

- Provide open communication and sensitivity to each employee's concerns and expectations and also provide constructive and timely feedback;
- Encourage individual growth and participation throughout the organization and provide opportunities to develop through training and advancement;
- Utilize all employees' abilities to the fullest, while providing appropriate opportunities for continued training and development;
- Provide for a safe and healthy working environment;
- Keep all employees informed of significant developments within the organization, particularly those which affect them directly;
- Prohibit the harassment of or discrimination against any employee by a co-worker, supervisor, guest, or other individual.

YOUR MANAGER

Your Manager is a vital part of our team, and he or she will attempt to give you all the tools necessary to make you an effective member of our organization. Your Manager is directly responsible for planning the work schedule, reviewing your work, and providing you with whatever assistance you may need. Your Manager will arrange for your job training, coordinate your restaurant or office's activities show you where things are, and help you to communicate your concerns.

An important part of your Manager's responsibilities is to answer questions, listen to your work problems, and take action where appropriate. As a member of the Management team, your Manager can make your concerns known to upper Management. Give your Manager your cooperation and feedback. Feel free to discuss any matter with him or her. If your Manager does not have an answer to your questions, he or she will make sure that you get one. Although your Manager is directly responsible for orientating you to our Company, please keep in mind that a successful and rewarding career at Luca's is ultimately your responsibility.

SOLVING PROBLEMS TOGETHER: QUESTIONS, SUGGESTIONS, COMPLAINTS

You are actively encouraged to bring questions, suggestions and complaints to our attention. We will give them careful consideration in our continued effort to improve our relationship and to eliminate problems at work. Managers, General Manager, or Owner are available to assist you.

When many people work together, situations may be viewed differently. Differences of opinion are bound to occur in almost any workplace. Your complaints, if not quickly resolved to the satisfaction of the Company and you, can lead to deterioration in individual and group commitment to our goals. While we cannot guarantee that we will always give you the answer you want, you can expect fair consideration of any problem or question that may arise. If you have a problem or complaint, please follow the following steps as soon as possible:

1. Talk to a Manager on duty or a supervisor. Feel free to "tell it like it is". We encourage you to speak honestly and openly with your Manager. Your Manager or supervisor is interested in maintaining an open and positive work environment and wants to help solve your work related problems. Generally, you and your Manager or supervisor should be able to resolve any difficulty.
2. If the problem remains unsolved, or you feel you cannot talk to your Manager, see your General Manager or your Manager's supervisor. He/She will obtain the facts and try to resolve your problem in a fair and equitable manner.
3. An effective problem resolution program enables us to build and maintain sound employee relations, based on fairness and trust. No discrimination or retaliation will result from presenting a complaint.

Complaints regarding harassment, equal employment opportunity and workplace violence are excluded from this policy. Please refer to those specific policies for reporting procedures. Also complaints regarding the basis of any separation decision are excluded from this policy.

SEXUAL HARASSMENT WILL NOT BE TOLERATED:

It is our Company's policy to prohibit harassment of one employee by another employee, Manager, or even the basis of sex or because of any other personal characteristic, such as religion, color, race, sex, national origin, age, disability, marital status, citizenship, veteran status or sexual orientation. The purpose of this policy is not to regulate our employee's personal morality. Rather, it is to insure that, in the workplace, no one may harass another individual. For example, while it is not easy to define precisely what sexual harassment is, it certainly includes unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature, such as uninvited touching or sexually related comments. Harassment can also include improper joking, teasing, or other conduct that creates an unprofessional and hostile environment.

All members of Management will be held accountable for the effective administration of this policy. Any employee who feels that he or she has been subjected to sexual harassment should immediately report the matter to any Manager or executive, or his/her designee. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. Every report of actual or perceived harassment will be investigated and corrective action will be taken where appropriate.

Violations of this policy will not be permitted and will result in disciplinary action, which may include discharge.

The procedure for handling complaints of actual or perceived sexual harassment is:

- STEP 1 If the problem cannot be resolved by speaking with our Manager, or you feel uncomfortable trying to resolve the matter that way, you should report the problem (including all incidents) to the General Manager. To resolve problems quickly, you should report and discriminatory or harassing act immediately after the complaint or incident occurred.
- STEP 2 The General Manager or his/her designee will make a thorough investigation, in as confidential a manner as is reasonable under the circumstances. Upon completion of this investigation, a determination will be made as to whether the facts establish that sexual harassment occurred. If a violation of this policy took place, corrective action, which may include discharge, will be taken at the discretion of the General Manager.
- STEP 3 Any incidents of further harassment and/or retaliation should immediately be reported to the Owner or General Manager.

Since we are committed to providing a discrimination-free workplace, we encourage you to report all incidents of actual or perceived sexual harassment (or other discrimination or harassment.) No one will be retaliated against of having done so, even if the report cannot be verified by our investigation. Luca's reserves the right to initiate disciplinary action against employees who make complaints in bad faith or who fail to cooperate with an investigation.

HARASSMENT FREE WORKPLACE

It is the Company's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, religion,, color, race, sex, national origin, age, disability, marital status, citizenship, veteran status, or sexual orientation, and any other classifications protected by federal, state or local law, rule, regulation or ordinance. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

Anyone who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to his or her Manager. If you are unsure of to whom you should raise an issue of harassment, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Owner. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, which may include discharge. All complaints will

be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome accordance with this policy. Employees who make complaints in bad faith or fail to cooperate in an investigation may be subject to disciplinary action, which may include discharge.

DRUG FREE WORKPLACE

To help ensure a safe, healthy and productive work environment for our partners and others, to protect Luca's property, and ensure efficient operations, Luca's has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Luca's

The unlawful or unauthorized use, abuse, solicitation,, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Luca's premises, while on Luca's business (whether or not on Luca's premises) or while representing Luca's is strictly prohibited. Employees and other individuals who work for Luca's also are prohibited from reporting to work or working while they are using any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the individual to report to work. This policy does not apply to permitted social drinking after work or drinking while in the restaurant as a patron.

Violation of this policy will result in disciplinary action, which may include discharge.

Luca's maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history, which reflects treatment for substance abuse conditions.

We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Luca's employee, including themselves. Luca's will attempt to assist its partners through referrals to counseling, assistance or rehabilitation programs, appropriate leaves of absence and other measures, to the extent these measures do not impose and undue hardship upon Luca's or jeopardize the health and safety of the employee, co-worker, our guests or the public.

REFERENCES

As an employee or ex-employee, we will confirm only your position and date of hire. If you wish other information released, please submit a written request for such information to the General Manager.

The General Manager will respond to requests for personal or job data. No matter how seemingly casual or innocent, refer all callers or send all written requests to the General Manager.

Please note that all employees involved in the sales of alcoholic beverages are required to be certified in "TIPS" training

SAFETY AND SECURITY

WORKPLACE SAFETY

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Luca's and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious and or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, weapons, whether concealed or not, are prohibited on Company premises and in all vehicles parked in Company parking lots.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of Management with whom you feel comfortable. Reports of threats may be kept confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, we will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this action. It is important for us to be aware of any potential danger in our restaurants. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else. If you have any questions about this policy, please speak with Management.

EMPLOYEE SAFETY – MOST ACCIDENTS CAN BE PREVENTED

We all have a responsibility to each other to make this a safe place to work. If you see any unsafe situation or practice, report it to your Manager immediately. Your personal safety while working is very important to Luca's.

Here are some examples of situations which must always be reported to your Manager or Owner.

- Wet or slippery floors or stairs
- Equipment, even partially blocking traffic areas
- Exposed or unsafe looking wires or switches
- Exposed sharp edges of any type, anywhere
- Equipment that even appears to be defective
- Anything that remotely seems to be a fire hazard
- Any other unsafe condition

If you have or observe an accident involving a personal injury, even if it appears minor, please report it to your Manager or Owner. You should:

1. Immediately report any condition or practice that appears unsafe to your Manager.

LAW OFFICE OF ROGER G. ISAAC

4438 Oakbridge Drive, Suite A

Flint, Michigan 48532

Phone: (810) 732-4022 / (Fax) 732-4060

Email: rgilaw@sbcglobal.net

April 9, 2012

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

Re: Request by Luca's Chophouse Rochester LLC to Transfer Ownership of Class C
and SDM licenses located at 6870 N. Rochester, Rochester Hills, Michigan 48306

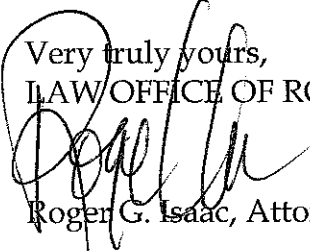
Dear Sir or Madam:

I enclose herewith the following:

- 1.) Notice of New Procedure;
- 2.) Request for Approval, with the following attachments:
 - a.) Judgment-Claim And Delivery;
 - b.) Designation And Assignment Of Interest In Licenses;
 - c.) Articles of Organization for Luca's Chophouse Rochester LLC;
 - d.) Resolution;
- 3.) Completed MLCC forms;
- 4.) Driver's License for sole member, Luca Gjonaj;
- 5.) Police Investigation Recommendation (LC-1800) form, with attachments.

If you have any questions, please do not hesitate to contact me.

Very truly yours,
LAW OFFICE OF ROGER G. ISAAC



Roger G. Isaac, Attorney at Law

RGI/pgp

Enclosure

cc: Applicant

LAW OFFICE OF ROGER G. ISAAC

4438 Oakbridge Drive, Suite A

Flint, Michigan 48532

Phone: (810) 732-4022 / (Fax) 732-4060

Email: rgilaw@sbcglobal.net

"REQUEST FOR APPROVAL"

Dated: April 9, 2012

To: City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

Re: Request for approval of transfer of ownership of the Class C and SDM licenses, plus permits, as issued by the Michigan Liquor Control Commission (MLCC)

- 1.) **Purchaser (Applicant):** Luca's Chophouse Rochester LLC
Assumed Name: Luca's Chophouse Rochester

Contact Person:

- a.) Luca Gjonaj, A Member
b.) 48395 Farah Drive, Macomb Township, Michigan 48044
c.) (810) 603-0380 (business) / (586) 212-8520 (cell)

d.) Member Information:

Name : Luca Gjonaj
Home Address : 48395 Farah Drive
Macomb Township, Michigan 48044
Home Phone : (586) 212-8520 (cell)
Date of Birth : 6/15/50

- e.) Judgment-Claim And Delivery; Designation and Assignment Of Interest In Licenses; and Articles of Organization are attached hereto.

2.) **License Information:**

- a.) **License Type(s):** Class C and SDM
b.) **Permits:** Outdoor Service, Dance, Entertainment, Sunday Sales (a.m. and p.m.), Food and Catering

LAW OFFICE OF ROGER G. ISAAC

4438 Oakbridge Drive, Suite A

Flint, Michigan 48532

Phone: (810) 732-4022 / (Fax) 732-4060

Email: rgilaw@sbcglobal.net

NOTICE OF NEW PROCEDURE

To: City of Rochester Hills Phone: (248)656-4630
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

Re: Request by Luca's Chophouse Rochester LLC to Transfer Ownership
of Class C and SDM licenses located at 6870 N. Rochester,
Rochester Hills, MI 48306

Dear Clerk:

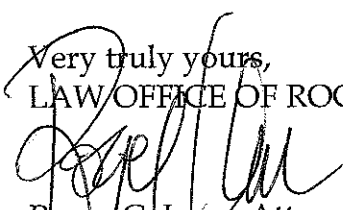
As you may already have been advised, commencing April 1, 2012, the Michigan Liquor Control Commission (MLCC) for the State of Michigan has modified its procedure for transfer or issuance of liquor/alcoholic beverage licenses. The new process is now to first obtain municipality approval (police, building, fire, etc.), and after receipt of approval from the municipality, the MLCC will process the application, investigate, and hopefully issue the license(s).

It is my understanding the MLCC will no longer be sending a packet of information to the municipality. Therefore, with this letter, I have attempted to provide you with as much information as I have in my possession. The information includes the names of Buyer and Seller, the address, and so on.

I have also enclosed **police form (LC-1800)**, which needs to be provided along with the Resolution approving the transfer. **This form is available on line at: www.michigan.gov/lcc/lara. PLEASE NOTE THAT BOTH THE LOCAL AND POLICE DOCUMENTS MUST BE SUBMITTED TO THE MLCC WITHIN 60 DAYS OF THIS NOTICE.**

Hopefully, working together with my client and myself, we will be able to get this request addressed, and completed in a timely manner. If you have any questions, please do not hesitate to contact me.

Very truly yours,
LAW OFFICE OF ROGER G. ISAAC


Roger G. Isaac, Attorney at Law

Dated: April 9, 2012

RGI/pgp

Enclosure

LAW OFFICE OF ROGER G. ISAAC

4438 Oakbridge Drive, Suite A

Flint, Michigan 48532

Phone: (810) 732-4022 / (Fax) 732-4060

Email: rgilaw@sbcglobal.net

"REQUEST FOR APPROVAL"

Dated: April 9, 2012

To: City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309


Re: Request for approval of transfer of ownership of the Class C and SDM licenses, plus permits, as issued by the Michigan Liquor Control Commission (MLCC)

- 1.) **Purchaser (Applicant):** Luca's Chophouse Rochester LLC
Assumed Name: Luca's Chophouse Rochester

Contact Person:

- a.) Luca Gjonaj, A Member
b.) 48395 Farah Drive, Macomb Township, Michigan 48044
c.) (810) 603-0380 (business) / (586) 212-8520 (cell)

d.) **Member Information:**

Name : Luca Gjonaj
Home Address : 48395 Farah Drive
Macomb Township, Michigan 48044
Home Phone : (586) 212-8520 (cell)
Date of Birth : 

- e.) Judgment-Claim And Delivery; Designation and Assignment Of Interest In Licenses; and Articles of Organization are attached hereto.

2.) **License Information:**

- a.) **License Type(s) :** Class C and SDM
b.) **Permits:** Outdoor Service, Dance, Entertainment, Sunday Sales (a.m. and p.m.), Food and Catering

3.) **Proposed Location Address:** 6870 N. Rochester, Rochester Hills, MI 48306
Municipality: City of Rochester Hills **County:** Oakland

4.) **Transferor:** Curtis Properties Group, L.L.C. (via 6870 Rochester LLC)

Contact Person:

a.) Tony Curtis, Member

b.) Address: 2025 Rochester Road, Rochester Hills, Michigan

c.) Phone No.: (248) 249-6301

5.) **Transfer is by the Following:** Transfer directly to Luca's Chophouse Rochester LLC by designation from Curtis Properties Group, LLC under Order contained within the Judgment-Claim And Delivery dated March 23, 2012. That is, the licenses shall transfer to Luca's Chophouse Rochester LLC pursuant to the designation by Judgment Creditor, Curtis Properties Group, L.L.C. assigning all of its interest to Luca's Chophouse Rochester LLC.

Please be advised that the parties above are requesting that the local municipality (Rochester Hills) grant approval of the transfer of the business and MLCC licenses identified above to the assignee/designee.

The local municipality is requested to forward all documents to the MLCC for final processing once its investigation is completed. I have attached a form Resolution granting approval. This may be used or modified.

Please advise if there are other documents or fees the Purchaser (Applicant) needs to provide in order to proceed. Additionally, please provide the name and telephone number of the person in charge of processing this matter.

I shall await your response or questions.

Very truly yours,
LAW OFFICE OF ROGER G. ISAAC


Roger G. Isaac, Attorney at Law

RGI/pgp
Enclosure

cc: Assignor
Purchaser

JUDGMENT-CLAIM AND DELIVERY

Received for Filing Oakland County Clerk 2012 MAR 26 AM 08:05

Approved, SCAO

OAKLAND COUNTY

11-122417-CZ

STATE OF MICHIGAN
JUDICIAL DISTRICT
Sixth JUDICIAL CIRCUIT

JUDGMENT
Claim and Delivery



JUDGE RUDY J. NICHOLS
CURTIS PROPER v SIX THOUSAND

Court address

1200 N. Telegraph, Pontiac, MI 48341

Court telephone no.
(248) 858-1000

Plaintiff(s)

Curtis Properties Group, LLC

Defendant(s)

6870 Rochester, LLC

✓ JUDGMENT

Plaintiff's/Plaintiff's attorney name, address, and telephone no.

Bellanca, Beattie and DeLisle, P.C.
Steven J. Grobbel (P42818)
20480 Vernier
Harper Woods, MI 48225
(313) 882-1100

THE COURT FINDS the party entitled to possession is
plaintiff, Curtis Properties Group, LLC

Judgment is entered against defendant,

6870 Rochester, LLC

Defendant's/Defendant's attorney name, address, and telephone no.

Buflino & Palazzolo, P.C.
Frank J. Palazzolo (P26024)
33830 Harper Ave.
Clinton Twp., MI 48035
(586) 415-1200

After trial ✓ Consent
Nonappearance default*

DISMISSAL

Without prejudice With prejudice

*For a defendant on active military duty default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

ORDER OF JUDGMENT

Amount of unpaid debt:	\$	230,209.21
Value of property:	\$	75,000.00
Damages:	\$	
Costs: filing \$ _____ jury \$ _____ motion \$ _____ service \$ _____	\$	
Attorney fee: statutory other (specify) _____	\$	
Total judgment amount: This judgment will earn interest at statutory rates, computed from the filing date of the complaint.	\$	155,209.21

The judgment interest accrued thus far is \$ _____ and is based on: If additional rates apply, attach a separate sheet.
 the statutory rate of _____ % from _____ to _____
 the statutory 6-month rate(s) of _____ % from _____ to _____ and _____ % from _____ to _____

✓ The following described property shall be delivered immediately to plaintiff, Curtis Properties Group, LLC

Describe property.
See attached

✓ FURTHER ORDERS: See attached

IT IS ORDERED: This judgment is granted.

MAR 23 2012

/s/ Judge Rudy J. Nichols

Date: Steven J. Grobbel P42818
Plaintiff's Attorney: **STEVEN J. GROBBEL**

AL Judge: Frank J. Palazzolo
Defendant's Attorney: **FRANK J. PALAZZOLO**

Execution may not issue on this judgment if more than 28 days have passed from the date of signing unless there is further notice and hearing.

CERTIFICATE OF MAILING

I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined by MCR 2.107(C)(3).

ATTACHMENT TO JUDGMENT - CLAIM AND DELIVERY

The following described property shall be immediately delivered and title transferred to Plaintiff, Curtis Properties Group, LLC, or its third party designee:

All equipment, furniture, trade fixtures, merchandise, inventory (excluding alcoholic beverage inventory), and other personal property in, on or attached to the property commonly known as 6870 Rochester Rd., Rochester Hills, MI, contained on the property as of June 23, 2011 (the date of the judgment entered in the 52-4 District Court in the cause of action entitled *Curtis Properties Group, LLC v. 6870 Rochester, LLC f/k/a 6870 Tienken, LLC*, Case No. 2011-3652) and that certain Liquor License known as Class C #163957-2011/SDM #170149-2011, currently held in escrow by the Michigan Liquor Control Commission (subject to its approval and consent regarding the Liquor Licenses only).

FURTHER ORDERS:

The parties acknowledge that transfer of that certain Liquor License known as Class C #163957-2011/SDM #170149-2011 ("Liquor License"), currently held in escrow by the Michigan Liquor Control Commission, is subject to the approval and consent of the Michigan Liquor Control Commission. If through their action or inaction, the Defendant or its principals fail or refuse to cooperate in the transfer of the Liquor License, then a certified copy of this Judgment-Claim and Delivery may serve in lieu thereof. Provided, it is further ordered that subject to the approval of the Michigan Liquor Control Commission, Plaintiff may assign the interest acquired in the Liquor License directly to a third party, without Plaintiff being required to make application for the transfer of interest to its name. Such third party designee shall apply to the Michigan Liquor Control Commission for approval and consent.

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DESIGNATION
AND ASSIGNMENT OF INTEREST IN LICENSES

DESIGNATION AND ASSIGNMENT OF
INTEREST IN LICENSES

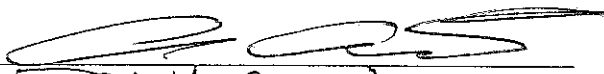
The undersigned, on behalf of, and as duly authorized agent of Curtis Properties Group, LLC ("Curtis"), does herein and hereby designate Luca's Chophouse Rochester LLC ("Luca's") as its assignee to all rights and interests it has acquired or obtained in the Class C and SDM licenses (including permits, if any, which are transferrable) through the Judgment-Claim And Deliver dated MARCH 23, 2012, a copy of which is attached hereto.

The designation is pursuant to the Order of the Court as contained in said Judgment, and the assignment of interest is without transfer to Curtis and is directly to Luca's per the Order of the Court.

The parties acknowledge that the transfer of the licenses requires final approval and consent by the Michigan Liquor Control Commission (MLCC).

CURTIS PROPERTIES GROUP, LLC

Dated: 4-9-12

By: 
TONY CURTIS
Its Authorized Agent

* * * * *

ACCEPTANCE

Luca's Chophouse Rochester LLC, by its authorized agent, does accept and agree to the above Designation And Assignment Of Interest In Licenses, and shall promptly begin the process of the transfer of the Class C and SDM licenses.

LUCA'S CHOPHOUSE ROCHESTER LLC

Dated: 4-9-12

By: 
LUCA GJONA
Its Managing Member

ARTICLES OF ORGANIZATION

FOR

LUCA'S CHOPHOUSE ROCHESTER LLC

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

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

for

LUCA'S CHOPHOUSE ROCHESTER LLC

ID NUMBER: D7070W

received by facsimile transmission on January 28, 2012 is hereby endorsed

Filed on January 30, 2012 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 30TH day of January, 2012.

A handwritten signature in black ink, appearing to read "A. Schaffer".

Director

Bureau of Commercial Services

BCS/CD-700 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	LUCA'S CHOPHOUSE ROCHESTER LLC	
Address	12793 S SAGINAW	
City	State	ZIP Code
GRAND BLANC	MI	48439
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: LUCA'S CHOPHOUSE ROCHESTER LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

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

ARTICLE IV

- The name of the resident agent at the registered office is: LUCA GJONAJ
- The street address of the location of the registered office is:
12793 S SAGINAW GRAND BLANC, Michigan 48439
(Street Address) (City) (Zip Code)
- The mailing address of the registered office if different than above:
_____, Michigan _____
(P.O. Box or Street Address) (City) (Zip Code)

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

Signed this 27 day of JANUARY, 2012

By Luca Gjonaj
(Signature(s) of Organizer(s))
LUCA GJONAJ
(Type or Print Name(s) of Organizer(s))

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION

RESOLUTION

At a Regular meeting of the Rochester Hills City Council, called to order by

_____ On _____, 2012,

at _____ p.m., the following resolution was offered:

Motion by: _____; supported by _____.

IT IS MOVED that the request made by LUCA'S CHOPHOUSE ROCHESTER, LLC, seeking a transfer of ownership of certain Class C and SDM licenses, located at 6870 N. Rochester Rd., Rochester Hills, Oakland County, Michigan 48306 from 6870 Rochester, LLC (and through Court Judgment transferred to Curtis Properties, LLC) be considered for approval/disapproval.

Approval

Disapproval

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be
RECOMMENDED/NOT RECOMMENDED for issuance as requested.

STATE OF MICHIGAN}

ss

COUNTY OF OAKLAND}

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Rochester Hills City Council at a REGULAR meeting held on the ____ day of _____, 2012.

Jane Leslie, CMC, City Clerk

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309