

CHAOMAN'S MILL

CITY OF ROCHESTER HILLS
CLASS C LIQUOR LICENSE APPLICATION

APPLICANT'S CHECK LIST FOR SUBMISSION

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

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 2/3/09

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

Applicant's Name: JAMES A. Nichols III Phone No. 248-703-4354
Address: 490 MARTELL DR City BLOOMFIELD HILLS ST MI
Age: 63 Citizenship: US Date of Birth 9-18-45 Birthplace: DETROIT
If naturalized, year and place: _____

If a partnership, please complete the following:

Partner's Name: NONE Phone No. _____
Address: _____ City _____ ST _____
Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
If naturalized, year and place: _____

Manager's Name: JAMES A. Nichols III Phone No. 248-703-4354
Address: 490 MARTELL DR City BLOOMFIELD HILLS ST MI
Age: 63 Date of Birth: 9-18-45

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

~~_____~~
The restaurant will be run by a michigan LLC,
Chapmans Mill, LLC, sole member, James A.
Nichols

Location of Proposed License: 2086 Crooks Rd.

Does applicant presently own the premises? NO
If not, name of owner of premise: Santia Family LLC

Legal Description of Property (Sidwell #) _____

Length of time business has been in operation: NEW

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

If convicted of felony, explain: _____

Has applicant previously applied for liquor license? Year requested: NO

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 X

Name of person _____

What is the applicant's current business? Senior housing + food service business, manufacturer of home products

Length of time in named business? 10 years

List all uses in addition to sale of alcoholic beverages: _____

Does applicant presently operate a restaurant? Yes ___ No X

Name and address of restaurant: _____

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

Name and address of restaurant: _____

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

NONE

Liquor License Application

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

NONE

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site: (Property of Shopping Ctr.)	158,121.8 # 3.63 acres	Same
Size of Building: (Whole Bldg)	30,434.7 #	Same
Tenant Space:	7,169.3 #	7967.7 (Add'l is patio)
Size of Kitchen:		
Seating Capacity:	?	274
Size of Dance Floor, if any:	600 # (3632 #)	600 #
Percentage of Floor Area for Dining:	50%	2677 # with 3478 # 37% patio 44%
Percentage of Floor Area for Bar:	2.8%	4.7%
Present Zoning:	?	?
Required Zoning:	?	?
Cost of Remodeling		
Cost of Remodeling:	150,000	incl
Cost of Construction:	300,000	incl
Estimated Dates of Construction	Start: 2/1/09	Completion: 5/1/09
Total cost to be expended by licensee for the licensed premises:	\$1,100,000	
Building Plans Submitted ^(Floor Plan) - 3 Sets Required:	Number of Copies Enclosed: 1	
Site Plans Submitted - 6 Sets Required:	Number of Copies Enclosed: 1	
Do Site Plans show off-street parking and lighting?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Liquor License Application

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

American bar and restaurant. Theme will be restored mill. Menu will be open grill'd meats, pizza, ribs and seafood. Bar will offer specialty drinks and sixteen beers on tap. Outdoor dining during summer hours will be themed to adjacent bike path. Entertainment and dance on weekends.

Describe the proposed full food menu:

menu attached. Preliminary

Proposed menu attached: Yes No

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

Local commercial and offices surround the site. Site is good combination of local and transient due to traffic flow along HAMLIN AND CROOKS.

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

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: \$1,100,000

Amount of Funds to be Financed: NONE - owner has open credit line

Name of Financer/Phone Number: with Bank of Birmingham.

Personal References/Phone Number:

Steven Nichols, Brother, 313-271-0838

Business References/Phone Number:

David Kesar 305-731-6505
Joe Schwartz 248-980-6336

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

John Jarman, 3165 Oak Hill Dr, Troy MI 48084
Brian Young

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

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


Applicant Signature/Date

1-29-09

Applicant Signature/Date

This application is not considered complete until applicant has made contact with the Rochester Hills Contingent of the Oakland County Sheriff's Department and complied with fingerprinting and any other necessary requirements of the Oakland County Sheriff's Department.

**CHAPMAN'S MILL LLC
C/O JAMES A. NICHOLS
490 MARTELL DRIVE
BLOOMFIELD HILLS MI 48304
248.703-4354**

January 31, 2009

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills MI 48309-3033
Attn: Ms. Jane Leslie, City Clerk

Re: Liquor License Transfer – James A. Nichols (Chapman's Mill)

Attached please find the application for the transfer of the Liquor License currently held by Baez Enterprises (Taco Loco located at 2086 & 2210 Crooks Road to James A. Nichols (Chapman's Mill) at the same location.

I believe that the liquor license will be issued in my name, but the restaurant will be run by Chapman's Mill LLC, a single member Michigan Limited Liability Company owned and managed by James A. Nichols.

I have included a site and floor plan for the facility and will provide further drawings upon request.

I have included my personal financial statement for your consideration.

A copy of the lease is attached. The lease was assigned to Chapman's Mill LLC by virtue of the Purchase and Sale Agreement dated 4/29/2008 (Section 1.2A). A copy of the Agreement is also attached. The sale was closed on November 25, 2008.

I have included a preliminary menu for the restaurant. The final menu will be developed based upon pre-opening testing.

A copy of the Business Plan is attached that includes training policy information. We have a total of eight training manuals, covering hygiene, procedures, plating, and customer interface. Copies are available upon request.

My fingerprints are on file with Lansing. I was fingerprinted by the Oakland County Sheriff's office.

A dance/entertainment agreement is attached. We plan to have live music and dancing up to two nights a week.

My Manager, Randy Jarman, and I are very excited about the opportunity to bring a new affordable themed dining experience to Rochester Hills. Our site will make a natural tie-in to the Clinton River Trail (including benches and bike racks). We plan to provide our customers with a comfortable and welcoming environment. Our food will be traditional American fare with a mix of health and heart conscious entrees.

City of Rochester Hills

January 31, 2009

Our desire to provide an enjoyable experience has led us to a local theme – the old mill. The pillars of the American urbanization and industrialization was the mill town, and textile and grain mills were the foundation of these towns. The industrialization of Oakland County began with the early mills in the Rochester and Avon area. The Kellen Woolen Mill was situated on Chapman's Pond. Our restaurant with heavy beamed interior and woolens as booth backs were inspired by the mill.

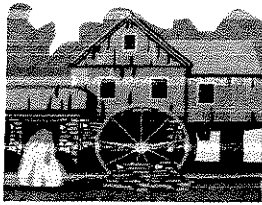
A piece of Oakland County history has been recreated to make us remember our heritage and enjoy an old time atmosphere with a fresh twist. The fireside dining room will be warm in the winter, and the outdoor dining area will provide seasonal relaxation.

Your consideration of our application will be appreciated.

Yours very truly,

A handwritten signature in black ink, appearing to read 'James A. Nichols', with a long horizontal flourish extending to the right.

James A Nichols, Proprietor
Chapman's Mill



Chapman's Mill

Bill of Fare

Starters

<u>Mill Special Bruschetta</u>	<u>7</u>	<u>Shrimp Cocktail</u>	<u>9</u>
<u>Smoked Quesadilla (chicken or steak)</u>	<u>8</u>	<u>Sun Dried Tomato Hummus</u>	<u>6</u>
<u>Secret Recipe Scotch Egg</u>	<u>6</u>	<u>Curried Steak Medallions</u>	<u>9</u>
<u>Fresh Spinach Artichoke Dip</u>	<u>7</u>	<u>Saloon Style Nachos</u>	<u>7</u>
<u>Fresh BBQ or Buffalo Wings</u>	<u>6</u>	<u>Fried Pickles</u>	<u>5</u>

Soups

Smoked Shrimp & Corn Chowder / French Onion

Cup- 4 / Crock - 6

Chicken Chile / Tomato Bisque

Legendary Salads

The Maurice - Made famous at J.L.Hudson, a classic! Ham, turkey, swiss, sweet pickle & olives, tossed with shredded iceberg lettuce and the original Maurice Dressing 11

Mill Special - crisp lettuce, choice of grilled steak or chicken, green apples, pears, red onion, bleu cheese, caramelized pecans, dried cherries, orange- maple balsamic dressing 12

Spinach - Fresh Spinach, tomato, fresh blueberries, vidalia onion, bacon, goat cheese, spicy tomato garlic dressing 9
w/grilled chicken - add 3

Caesar - Romaine, aged Italian parmesan cheese, fresh baked croutons. 8
*Choice- steak, chicken, salmon, or shrimp skewer - add 3

Southwestern Shrimp - Shredded romaine, grilled spiced shrimp skewer, roasted corn, black beans, red peppers, jicama, red & vidalia onion, tart lime vinaigrette dressing 12

Special House - Iceberg lettuce, tomato, bacon, red onion, bleu cheese and house dressing 6



BURGER BASKETS

with saloon chips & pickle

***Signature Chapman's Mill Patty Melt 8**

8oz Black Angus ground round served on grilled sour dough rye bread topped with cheddar & pepper jack cheese, caramelized onions and Jack Daniels mustard sauce

***Black Angus Burger in a Basket 8**

8oz Black Angus ground round, a fresh baked Brioche bun, lettuce, tomato, choice of cheese & sauce

The Slider Menu-Bucket of 3

*The Burger	6	The Buffalo Chicken	8
The Rueben	8	*The Tenderloin	12
The BBQ Pork	8	The Veggie	6

House Special Country Ribs

Our Best Pork Boneless Ribs, rubbed in 12 blend seasoning, slow cooked & finished on the char grill to perfection in our special house BBQ.

Onion strings and cabbage slaw 13

Sides - 5

Onion Brick	Black Beans & Rice
Thin-cut Fries	Sweet Potato Wedges
Red Skin Mashed Potatoes	Cheesy Potato Casserole
Fresh Vegetable Medley - (pan-seared)	Macaroni & Cheese
Asparagus, Broccoli, Cauliflower, Carrots, Red Pepper	Cabbage Slaw

Individual Finales - 3

Campfire S'mores	Carrot Cake
Four Berry Pie	Key Lime Pie
Pineapple Upside-down cake	Hot Fudge Sundae

◆ ◆ ◆

Sandwich Board

with saloon chips & pickle

Southwestern Chicken Panini -	9
Grilled chicken, pepperjack cheese, onion, tomato, red pepper pesto, chipotle mayo, flat bread	
BBQ Pork -	8
Slow-roasted pork shoulder, bbq sauce, cabbageslaw, grilled pineapple, brioche bun	
CM Special Tenderloin Steak -	9.5
grilled, topped with sauteed mushrooms, zip sauce, opened faced, Texas toast	
Italian Beef -	8.5
Shaved roast beef, mozzarella, onions, peppers, natural broth, roll	
Grilled Turkey Rueben -	8
Turkey, sauerkraut, Swiss cheese, 1000 island dressing, grilled on rye bread	
Tuna Melt -	9
Grilled open-faced tuna steak, cheddar, bacon, tomato, rye bread	
Veggie Wrap -	7.5
Mandoline cut zucchini, summer squash, jicama, carrot, red onion, lettuce, tomato, ranch, tomato lawash	
*B.L.T. -	5.5
Traditional, bacon, lettuce, tomato, mayo, toast	
* Say Club it (add ham, turkey & Swiss and \$3	

Mill Special Pizzas

9 inch thin crust pies - baked to order

4-cheese - provolone, mozzarella, parmesean, romano	6
2-choice - cheese & meat	6.5
3-choice - cheese & 2 meats	7
4-choice - 2 cheeses & 2 meats	8

Specialties - 9

<u>Margherita fresh basil, roma tomato, garlic, salt, goat, mozzarella & parmesan</u>
<u>BBQ Chicken - grilled chicken, onion, jack cheese, bbq sauce</u>
<u>Hawaiian - ham, pulled pork, onion, pineapple, cheese</u>
<u>Red Pepper Pesto - andouille sausage, shrimp, onion, goat cheese</u>
<u>All Meat Special - ground beef, sausage, bacon, ham, pepperoni, cheese</u>

◆ ◆ ◆



Suppertime

choice of potato or veggies




<u>*The Mill Special Filet – 8oz special cut daily, broiled or blackened</u>	<u>22</u>
<u>Slow Roasted Beef Brisket - Beef brisket slow cooked in special spices</u>	<u>15</u>
<u>*New York Sirloin - 12oz , broiled, sliced onions & mushrooms</u>	<u>18</u>
<u>Whiskey Glazed Pork Chops– center-cut, corn fritters, baked apples</u>	<u>15</u>
<u>Fish & Chips - Icelandic cod and our classic French fries</u>	<u>12</u>
<u>*Fresh Salmon - Grilled, Blackened or Pan Seared</u>	<u>16</u>
<u>*Spicy Citrus Grilled Shrimp - marinated, seasoned, char grilled</u>	<u>18</u>
<u>*Grilled Tuna Steak - Char - grilled with Lemon Dill reduction</u>	<u>19</u>
<u>Macaroni & Cheese - to order in our own 4-cheese sauce</u>	<u>10</u>
<u>Homemade Meatloaf - with red skin mashed potatoes & gravy</u>	<u>10</u>
<u>Fresh 1/2 Free Range Chicken - Secret 12 blend seasoning rub, roasted</u>	<u>14</u>

Pasta

w/ Garlic Bread & House Salad

<u>*Shrimp Alfredo with Fresh Basil / Fettuccini</u>	<u>12</u>
<u>Chicken, Roma Tomato, Green Onion, Garlic & Wine/ Angel Hair</u>	<u>12</u>
<u>*Steak Tips, Artichoke, Roma Tomato, Fresh Herbs/ Angel Hair</u>	<u>12</u>
<u>Spaghetti / Meatballs / Marinara Sauce</u>	<u>8</u>

*Cooked to order – consuming undercooked meat, seafood, shellfish or eggs may increase you risk of foodbourne illness



Beer & Wine

Beer.....

From Our 14 Mill Taps ... Domestic - \$ 2.50 * Import - \$5

Bass Ale, Bells Oberon, *Guinness * Stella Artois* Killians Irish Red, *Pilsner Urquell, Bud American Ale, Miller Lite, Coors Light, Labatts, Pabst, Stroh's Dark, * Leinenkugel, Sam Adams

...Or if you prefer by the Bottle - Domestic - \$3 * Import - \$6

Blue Moon,* Corona,* Corona Light, *Heineken, *Heineken Light,*St Pauli Girl,* *Sapporo,*Negro Modelo, *Tecate,* Red Stripe, *Harps *Honey Brown,* Smithwycks Ale, * Sam Adams Light, *Leinenkugel's Seasonal, MGD, Miller Lite, Amstell Light, Labatts, Labatts Light, Ultra Light, Rolling Rock, Miller Chill, Bud Light Lime, Miller High Life

******* Check Out the Budweiser Chill Chamber*******

Cool Metal Bottles, 22 Degrees, Always Ice Cold

Wine....

REDS

Cabernet
Merlot
Pinot Noir
Syrah
Zinfandel

WHITES

Chardonnay
Pinot Grigio
Piesporter
Zinfandel
Riesling

SPARKLING

Champagne
BLENDS

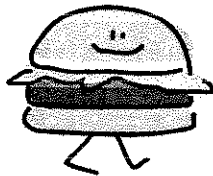
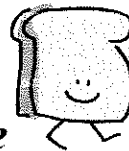
**ASK YOUR SERVER ABOUT OUR
SPECTACULAR MILL SPECIAL COCKTAILS**



Mill Kids Menu

All Items - 5

Grill Cheese on White



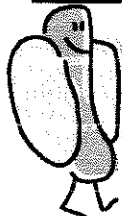
Hamburger or Cheeseburger

Spaghetti



Macaroni & Cheese

Pizza



Hot Dog

PURCHASE AND SALE OF BUSINESS ASSETS

This Agreement (the "Agreement") is made on 4-29-2008, 2008 (the "Effective Date") between Baez Enterprises, _____, ("Seller"), and James A. Nichols III, on behalf of a limited liability company to be formed, 3707 W. Maple Road, Suite 205, Bloomfield Hills, Michigan 48301 ("Purchaser") (collectively, the "Parties").

Recitals

This Agreement is made with reference to the following facts and circumstances:

A. Seller owns and operates a certain restaurant business and the assets used in connection with such business (the "Business") under the name of Taco Loco Cantina (the "Name"), located at 2086 & 2210 Crooks, Rochester Hills, Michigan 48309 (the "Location"), together with certain SDD and SDM licenses (collectively, the "MLCC License"), so called, issued by the Michigan Liquor Control Commission (the "MLCC") and all permits issued by the MLCC in connection with the MLCC License (collectively, the "MLCC Permit").

B. Seller desires to sell and Purchaser desires to purchase Seller's interest in the "Purchased Assets," as defined in this Agreement, including the transfer by Seller to Purchaser of the MLCC License and the MLCC Permit, subject to approval by the MLCC.

C. Noe R. Baiz, the sole shareholder of Seller (hereinafter sometimes referred to as "Owner"), will receive a substantial economic benefit derived from Purchaser's purchase of the Purchased Assets from Seller. In exchange, Owner agrees to make the representations, warranties, covenants, and indemnifications set forth in this Agreement.

D. The Parties agree as follows:

Agreement of the Parties

1. Agreement to Purchase and Sell.

1.1 Assets Purchased and Sold. At the Closing (as defined in this Agreement), subject to the performance of the duties set forth below, Purchaser shall buy and Seller shall sell, assign, convey, transfer, set over, and deliver (by appropriate instrument of transfer) to Purchaser all of the assets, rights, and interests of every conceivable kind or character whatsoever, whether tangible or intangible, that on the Closing Date (as defined in this Agreement) are owned by Seller or in which Seller has an interest of any kind. These include, without limitation, the following located at the location, (excluding, however, those assets specifically identified in this Agreement as the "Excluded Assets") (collectively, the "Purchased Assets"):

A. Trade Fixtures. Trade fixtures and equipment, as defined in the Michigan Uniform Commercial Code, MCL 440.1101-11102 (the UCC), limited specifically to the assets described in Exhibit 1.1A (the "Trade Fixtures and Equipment");

B. Miscellaneous Items. All patents, copyrights, know-how, processes, trade secrets, inventions, telephone numbers, computer programs, software programs, software and technical libraries, engineering data, electronic data bases, all drawings, license agreements and all other intellectual and/or proprietary information and property and applications therefore or licenses thereof, used in connection with the Business, if any (collectively, the "Miscellaneous Items");

C. Purchase Orders. Any existing customer purchase orders relating to the Assets that have not been completed prior to the Closing (the "Purchase Orders");

D. Miscellaneous Records. Any records, files, lists, and other tangible assets that pertain to the Business, including lists and records pertaining to any one or more of the following: Seller's suppliers, advertising, promotional material, sales, services, delivery, and/or operations, except those items, if any, required to be retained by law, including accounting records and returns (collectively, the "Miscellaneous Records");

E. Contracts. All contracts and service agreements (collectively, the Contracts) shall be delivered by Seller to Purchaser at the Closing;

F. Sales Contracts and Service Records. All contracts and service records for sales, services, or leasing relating to the Business (collectively, the "Sales Contracts/Service Records") shall be delivered by Seller to Purchaser at the Closing; and

G. Goodwill. The goodwill, telephone and fax numbers, (collectively, the "Goodwill").

1.2 Leases; Assignment.

A. Real Estate Lease; Leasehold Improvements. Seller agrees to assign to Purchaser a lease with regard to the real estate and the leasehold improvements pertaining to the Location (the "Lease and the Lease Assignment"), together with security deposits, if any, and coupled with future obligations under the Lease, which is described on Exhibit 1.3A. ↪ NONE

B. Miscellaneous Leases. Seller shall assign to Purchaser and Purchaser shall assume those miscellaneous leases acceptable to Purchaser used in connection with the operation of the Business (collectively, the "Personal Property Leases") described on Exhibit 1.2B, but shall not be responsible for leases related to the Business that are not included on Exhibit 1.2B.

1.3 Transfer of License(s); MLCC License. Seller shall transfer and Purchaser shall acquire the MLCC Licenses and any MLCC Permits used in connection with the Business, subject to approval of the MLCC as more particularly set forth in this Agreement.

EXCEPT

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this 28th day of APRIL, 2006 by and between DKA INVESTMENTS, LLC, a Michigan limited liability company, (hereinafter referred to as "Landlord"), whose office address is 54732 Shelby Road, Shelby Township, MI 48316, and BAIZ ENTERPRISES, INC., d/b/a TACO LOCO, (hereinafter referred to as "Tenant"), whose address is 11738 HIAWATHA, Shelby MI 48315 *MS*

WITNESSETH:

**ARTICLE I
GRANT AND TERM**

Section 1.01 Leased Premises. Landlord hereby leases to Tenant those premises now in Crooks Corner Shopping Center, a Shopping Center located in Rochester Hills, Michigan, and more fully described in Exhibit "A" attached hereto, hereinafter sometimes called "Shopping Center", which premises consist of approximately 7,200 square feet of floor area, commonly known as 2286-2210 Crooks Road, Rochester Hills, Michigan, hereinafter sometimes called "Leased Premises", more particularly designated in Exhibit "B", attached hereto. Landlord reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations therein or additions thereto.

Section 1.02 Term. (a) The term of this Lease shall be for five years beginning on the commencement date as defined in Paragraph (b) of this Section. If the Commencement Date shall be a day other than the first day of the calendar month, then the term of this Lease shall be deemed extended by the number of days between the Effective Date of this Lease and the first day of the calendar month following the Effective Date of this Lease. In such case, Tenant shall pay pro rata rent, in advance, for the period from the Effective Date of this Lease to the first day of the next calendar month.

(b) The Commencement Date shall be the 1st day of April, 2006.

**ARTICLE II
RENT**

Section 2.01 (a) Guaranteed Minimum Rent. The guaranteed minimum rent during the term of this Lease shall be payable in advance on the first day of each and every month to Landlord as follows:

<u>Months of Lease Term</u>	<u>Monthly Guaranteed Minimum Rent Installment</u>
1	NO CHARGE
2-12	\$5,500.00
13-60	\$6,000.00

Rent shall be payable by Tenant at the place designated by Landlord from time to time without any prior demand therefore or without any deductions or setoff whatsoever.

Section 2.02 Tenant's Tax Obligation. Tenant agrees to pay each month as additional rent one-twelfth (1/12) of its prorata share of the real estate taxes, assessments (general and special) and other charges which may be levied, assessed or charged against the Shopping Center occurring or becoming due and payable during the term of this Lease and any extensions thereof. Tenant's proportionate share, for the purposes of this section, shall be the proportions which the total floor area of the Leased Premises bears to the total floor area of the rentable space in the Shopping Center. At the beginning of each year, Landlord shall set the monthly amount each year based upon Landlord's reasonable estimate of the tax liability. Landlord shall annually reconcile the estimated payments with the actual taxes and refund or bill to Tenant any overage or underpayment. Landlord shall, upon request of Tenant, furnish to Tenant copies of tax billings by governmental agencies.

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In the event the State of Michigan or any political subdivision thereof, or any governmental authority having jurisdiction thereover, shall impose a tax and/or assessment of any kind or nature upon, against or with respect to rentals payable by Tenant to Landlord, or on the income of Landlord derived from the Leased Premises (other than the current income tax), or with respect to the ownership of the land and buildings comprising the Leased Premises, either by way or substitution for all or any part of the taxes and assessments levied or assessed against such land and buildings, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this Section 2.02.

Section 2.03 Additional Payments. Tenant shall pay any and all sums of money or charges required to be paid by Tenant under its Lease promptly when the same are due, without any deductions or setoff whatsoever. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences as Tenant's failure to pay rent.

**ARTICLE III
SECURITY DEPOSIT**

Section 3.01 Security Deposit. No security deposit shall be required during the term of this Lease.

IF TO LANDLORD:

DKA Investments, LLC
54732 Shelby Road
Shelby Township, MI 48316
Attn: Steve Stojanovski

IF TO TENANT:

BAEZ ENTERPRISES, INC.
BAEZ
NS

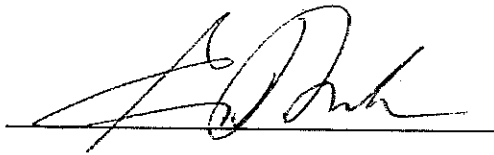
or at such other place as the parties may designate by written notice. Any written notice shall be deemed to have been served as of the next regular day for delivery of mail after the date it was mailed in accordance with the foregoing provisions.

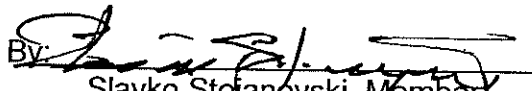
Section 19.20 **Captions and Section Numbers.** The captions, article numbers, and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands all as of the day and year above written.

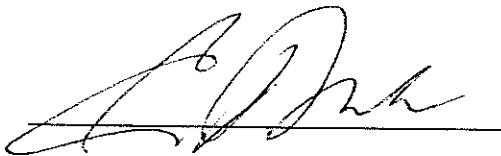
WITNESS:

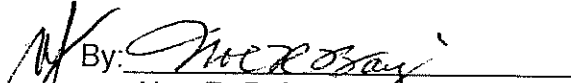
LANDLORD:
DKA Investments, LLC



By: 
Slavko Stojanovski, Member

TENANT:
BAEZ BAEZ ENTERPRISES, INC., d/b/a
TACO LOCO



By: 
Noe R. Baiz, President

Jane Leslie

From: Kelly Winters
Sent: Thursday, February 12, 2009 10:36 AM
To: Jane Leslie
Cc: Scott Cope
Subject: Liquor License Transfer Applications

Jane,

I am following up with your request for our input regarding liquor license transfers for Classic Lanes, 2145 Avon Industrial Drive, and the proposed Chapman's Mill, 2086 Crooks Rd.

A search of our records for Classic Lanes, 2145 Avon Industrial, reveals no outstanding violations. Your information is correct in that we issued a Certificate of Occupancy on 11/7/08 that was based on a thorough inspection of the building and site that took place on 8/26/08. Therefore, the Building Department has no objections to the transfer of the Liquor License.

A search of our records for Chapman's Mill, 2086 Crooks Rd., reveals an open Building Permit for interior and exterior demolition only of areas of the existing building in anticipation of the new tenant buildout of the space. To date, the Building Department has not received plans for the buildout of the space, but we would expect full code compliance when plans are submitted, reviewed, and approved and the project moves through the building phase to completion. Therefore, the Building Department has no objections to the transfer of the Liquor License to this address.

Please contact me if you have any other questions or concerns.

Kelly M. Winters
Deputy Director
Building Department



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)

7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

FOR MLCC USE ONLY

Request ID # 477043

Business ID # 212297

June 20, 2008

TO: Rochester Hills City Council
Clerk
1000 Rochester Hills Drive
Rochester Hills, MI 48309-3033

RECEIVED
JUL 10 2008
ROCHESTER HILLS
OFFICE OF THE CITY CLERK

APPLICANT: CHAPMAN'S MILL LLC

Home Address and Telephone No. or Contact Address and Telephone No:

JAMES A NICHOLS III 490 MARTELL DRIVE, BLOOMFIELD HILLS MI, 48304 (B.P. 248-703-4354)

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

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

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

jr

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

*lille-1/200
mailed 7/23
x 7/14/09 ✓*

RESOLUTION

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

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

The following resolution was offered:

Moved by _____ and supported by _____

THAT THE REQUEST TO TRANSFER OWNERSHIP 2008 CLASS-C LICENSED BUSINESS, WITH DANCE-ENTERTAINMENT PERMIT, LOCATED AT 2086 CROOKS, ROCHESTER HILLS MICHIGAN, 48309, OAKLAND COUNTY, FROM BAEZ ENTERPRISES, INC. TO CHAPMAN'S MILL LLC

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

_____ for issuance
(Recommended or Not Recommended)

State of Michigan _____)

County of _____)

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

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

meeting held on _____
(Date)

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

SEAL

(Mailing address of Township, City or Village)