



CITY OF GROSSE POINTE WOODS

RESCHEDULED CITY COUNCIL MEETING

AGENDA

Monday, September 09, 2024 at 7:00 PM

*Robert E. Novitke Municipal Center - Council Chambers/Municipal Court,
20025 Mack Plaza, Grosse Pointe Woods, MI 48236
(313) 343-2440*

1. CALL TO ORDER

A. Administrative Memo: September 5, 2024

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. ACCEPTANCE OF AGENDA

6. CONSENT AGENDA

A. Appointment

1. Beautification Advisory Commission (BAC) - Term to Expire: 12/31/25

a) Biographical Sketch - Jeannette Rogers

b) Beautification Advisory Commission Minutes Excerpt 08/14/24

B. Approval of Minutes

1. Council 08/19/24

2. Beautification Advisory Commission 07/10/24

C. Bids/Proposals/Contracts

1. Purchase - Scag 61" Turf Tiger Riding Mower

a) Memo 08/16/24 - Director of Public Services Kowalski

b) Quote 47289 08/16/24 - Billings Lawn Equipment

2. SMART Municipal and Community Credits Contract 2025

a) Memo 09/05/24 - City Administrator Schulte

b) Proposed Contract

D. Proclamation

1. Patriot Day and National Day of Service and Remembrance (9/11)

2. Prostate Cancer Awareness Month (September)

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Assistant City Administrator
Post - 4

E. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
 - a) Sewer System Evaluation - Invoice No. 152341 - Proj. No. 0160-0449 - 08/08/24 - \$876.40.
 - b) GPW SS4A Grant Application - Invoice No. 152350 - Proj. No. 0160-0483 - 08/08/24 - \$2,538.54.
 - c) 2024-2025 General Engineering - Invoice No. 152351 - Proj. No. 0160-0484 - 08/08/24 - \$780.00.
 - d) 2024-2025 GIS Maintenance - Invoice No. 152352 - Proj. No. 0160-0485 - 08/08/24 - \$4,871.52.
 - e) Water System CDSMI - Invoice No. 152355 - Proj. No. 0160-0461 - 08/08/24 - \$1,693.19.
 - f) SRF Project Plan Preparation - Invoice No. 152356 - Proj. No. 0160-0462 - 08/08/24 - \$348.20.
 - g) Roslyn Rd. Water Main & Resurface (Mack/Marter) - Invoice No. 152357 - Proj. No. 0160-0464 - 08/08/24 - \$4,443.69.
 - h) 2023 Misc. Concrete Repair Program - Invoice No. 152358 - Proj. No. 0160-0466 - 08/08/24 - \$2,373.31.
 - i) Torrey Rd. Pump Station Generator - Invoice No. 152359 - Proj. No. 0160-0473 - 08/08/24 - \$5,371.65.
 - j) 2024 Sewer Rehab by Full Length CIPP LIN - Invoice No. 152376 - Proj. No. 0160-0475 - 08/09/24 - \$18,431.59.
 - k) 2024 Miscellaneous Concrete Program - Invoice No. 152377 - Proj. No. 0160-0477 - 08/09/24 - \$31,904.20.
 - l) 707 N. Renaud Plot Plan Review - Invoice No. 152545 - Proj. No. 0160-0474 - 08/15/24 - \$137.20.
 - m) 2024 Concrete Pavement Repair Program - Proj. No. 0160-0477 - Pay Estimate No. 1 - Mattioli Cement Co. LLC - 08/15/24 - \$61,696.89.
 - n) Vernier Rd. Water Main Replacement (West City Limit to Mack Ave.) - Proj. No. 0160-0446 - Final Pay Estimate - Fontana Construction, Inc. - 09/03/24 - \$127,455.00.
 - o) Roslyn Rd. Water Main & Resurfacing Project - Proj. No. 0160-0464 - Pay Estimate No. 7 (Fiscal Year End) - Pamar Enterprises, Inc. - 08/23/24 - \$27,423.25.
2. Keller Thoma - Legal Services - Invoice No. 12446 - August 2024 - 09/01/24 - \$131.25.
3. McKenna - Building/Planning Services
 - a) Invoice No. 21849-94 - Building Services - July 2024 - 08/26/24 - \$48,883.30.
 - b) Invoice No. 22-064-29 - Planning Services - July 2024 - 08/11/24 - \$1,192.50
4. WCA Assessing - Assessing Services - Invoice No. 081924 - September 2024 - 08/19/24 - \$7,175.58.
5. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 219 - August 2024 - 09/03/24 - \$1,767.00.

7. PRESENTATION

- A. Proclamation for heroic act by John Agnello

8. PUBLIC HEARING

A. New Class C Liquor License, 20195 Mack Avenue, BCM Restaurants, LLC.

- 1) Memo 09/04/24 - City Attorney Walling
- 2) Memo 09/05/24 - City Planner Wolf
- 3) On-Premises Retailer License & Permit Application (LCC-100a)
- 4) Report of Stockholders, Members, or Partners (LCC-301)
- 5) On-Premises Retailer License & Permit Application - Checklist
- 6) Article of Organization
- 7) Limited Liability Company Agreement of BCM Restaurants, LLC
- 8) Letter of Intent to Purchase 06/25/24 - Branden McRill
- 9) Lease Agreement - 20195 Mack Avenue
- 10) Credit Card Authorization Form (LARA)
- 11) Live Scan Fingerprint Background Check Request
- 12) Site Plan - 20195 Mack Avenue
- 13) Floor Plan - 20195 Mack Avenue
- 14) Receipt of Payment
- 15) Affidavit of Property Owners Notified and Map
- 16) Affidavit of Legal Publication
- 17) Concept Inspiration - Lola's Taco Bar

B. New Class C and Specially Designated Merchant (SDM) Liquor Licenses: Daily Jam GP, LLC - 20710 Mack Avenue

- 1) Memo 09/04/24 - City Attorney Walling
- 2) Memo 09/05/24 - City Planner Wolf
- 3) Cover Letter 07/09/24 - Mark J. Burzych (representing Daily Jam GP, LLC)
- 4) Introduction/Overview
- 5) Tab 1 - Proof of Financial Responsibility
- 6) Tab 2 - Construction Schedule
- 7) Tab 3 - Demolition Floor Plan
- 8) Tab 4 - Existing Site Plan & Vicinity Map
- 9) Tab 5 - Floor Plan
- 10) Tab 6 - Menu
- 11) Tab 7 - Map - Proposed Location
- 12) Tab 1 - Member/Employee Chart
- 13) On-Premise Retailer License & Permit Application (LCC-100a)
- 14) Motor City Jam, LLC - Member Information
- 15) Curis Jam, LLC - Member Information
- 16) ZGR Holdings, LLC - Member Information
- 17) Schedule A - Licenses, Permits, & Permissions
- 18) Contact Information
- 19) Tab 2 - Daily Jam GP, LLC - Report of Stockholders, Members, or Partners (LCC-301)
- 20) Motor City Jam, LLC - Report of Stockholders, Members, or Partners (LCC-301)
- 21) Curis Jam, LLC - Report of Stockholders, Members, or Partners (LCC-301)
- 22) ZGR Holdings, LLC - Report of Stockholders, Members, or Partners (LCC-301)
- 23) Tab 3 - Articles of Organization - Daily Jam GP, LLC
- 24) Operating Agreement of Daily Jam GP, LLC

- 25) Tab 4 - Article of Organization - Motor City Jam, LLC
- 26) Operating Agreement for Motor City Jam, LLC
- 27) Tab 5 - Article of Organization - Curis Jam, LLC
- 28) Operating Agreement of Curis Jam, LLC
- 29) Tab 6 - Certificates of Amendment/Formation - ZGR Holdings, LLC
- 30) Operating Agreement of ZGrowth Acquisitions 3, LLC
- 31) Tab 7 - Draft Lease Agreement - 20710 Mack Avenue
- 32) Existing Site Plan & Vicinity Map
- 33) Receipt of Payment
- 34) Affidavit of Property Owners Notified and Map
- 35) Affidavit of Legal Publication
- 36) Power Point Document

9. NEW BUSINESS/PUBLIC COMMENT

10. ADJOURNMENT

**Paul P. Antolin, MiPMC
City Clerk**

**IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS**

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249

***** NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD THE COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST. *****

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for the Rescheduled Council Meeting of September 9, 2024

- Item 1 CALL TO ORDER
Prerogative of the Mayor to call this meeting to order.
- Item 2 ROLL CALL
Prerogative of the Mayor to request a Roll Call from the City Clerk.
- Item 3 PLEDGE OF ALLEGIANCE
Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.
- Item 4 RECOGNITION OF COMMISSION MEMBERS
Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.
- Item 5 ACCEPTANCE OF THE AGENDA
Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.
- Item 6 CONSENT AGENDA
All items listed under the consent agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.
- Prerogative of the City Council to approve all items (6A-6E) listed under the consent agenda as presented.
- A. Appointment**
1. Beautification Advisory Commission (BAC) - Term to Expire: 12/31/25
 - a) Biographical Sketch - Jeannette Rogers
 - b) Beautification Advisory Commission Minutes Excerpt 08/14/24
- B. Approval of Minutes**
1. Council 08/19/24
 2. Beautification Advisory Commission 07/10/24

C. Bids/Proposals/Contracts

1. Purchase - Scag 61" Turf Tiger Riding Mower
 - a) Memo 08/16/24 - Director of Public Services Kowalski
 - b) Quote 47289 08/16/24 - Billings Lawn Equipment
2. SMART Municipal and Community Credits Contract 2025
 - a) Memo 09/05/24 - City Administrator Schulte
 - b) Proposed Contract

D. Proclamation

1. Patriot Day and National Day of Service and Remembrance (9/11)
2. Prostate Cancer Awareness Month (September)

E. Claims and Accounts

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 - a) Sewer System Evaluation - Invoice No. 152341 - Proj. No. 0160-0449 - 08/08/24 - \$876.40.
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5. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 219 - August 2024 - 09/03/24 - \$1,767.00.

*Prerogative of the Mayor to read aloud the proclamations regarding Patriot Day/National Day of Service and Remembrance (9/11) and Prostate Awareness Month (September).

Item 7 PRESENTATION

Item 7A PROCLAMATION FOR HEROIC ACT BY JOHN AGNELLO
Prerogative of the Mayor to present a proclamation to John Agnello for his recent act of heroism at Lake Front Park.

Item 8 PUBLIC HEARING

Item 8A NEW CLASS C LIQUOR LICENSE: BCM RESTAURANTS LLC, 20195 MACK AVENUE
Open the Public Hearing. Receive and place on file all communications pertaining to this request. Hear any comments, first in support of, second in opposition to, the request from the audience. Close the Public Hearing.

Prerogative of City Council as to action taken.

Item 8B NEW CLASS C AND SPECIALLY DESIGNATED MERCHANT (SDM) LIQUOR LICENSES: DAILY JAM GP, LLC, 20710 MACK AVENUE
Open the Public Hearing. Receive and place on file all communications pertaining to this request. Hear any comments, first in support of, second in opposition to, the request from the audience. Close the Public Hearing.

Prerogative of City Council as to action taken.

Item 9

NEW BUSINESS/PUBLIC COMMENT

Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.

Item 10

ADJOURNMENT

Upon the conclusion of New Business/Public comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight's meeting.

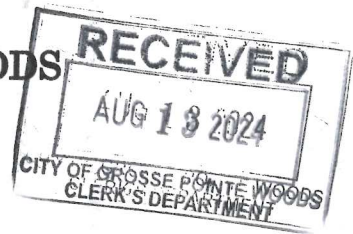
Respectfully submitted,

A handwritten signature in cursive script that reads "Frank Schulte".

Frank Schulte
City Administrator



CITY OF GROSSE POINTE WOODS
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236



BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

| | |
|--|---|
| <input checked="" type="checkbox"/> Beautification Commission | <input type="checkbox"/> Building Authority |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Community Tree Commission |
| <input type="checkbox"/> Citizens' Recreation Commission | <input type="checkbox"/> Downspout Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Community Events Committee | <input type="checkbox"/> Mack Avenue Business Study Committee |
| <input type="checkbox"/> Local Officers' Compensation Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Pension Board | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Senior Citizens' Commission | |

NAME: Jeannette Rogers

ADDRESS: 561 Maryland Dr, Grosse Pointe Woods, MI 48236

TELEPHONE: Home: _____ Cell: 865 406-3726

E-Mail: jeannette.rogers67@yahoo.com

OCCUPATION: Retired State Farm Ins Agent 37 years

OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 3 years & 4 months

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Love of flowers, yard & gardening, won Beautification Award 2023 GPW

EDUCATION: BS Business Administration

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: Retired & married here from Knoxville TN
Was on Child Advocacy Board, Lions Club board, in TN. In MI on Church Alter Committee

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: Owned Insurance Agency

I have strong organizational skills and strong desire to serve people in the Grosse Pointe Community.

Signature of sponsor
Toni Feltman
 Return to Clerk's Office: cityclerk@gpwmi.us

Signature of applicant
Jeannette Rogers
 Date: 8-12-2024

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.

EXCERPT FROM MINUTES

**Beautification Advisory Commission
Conference Room – Grosse Pointe Woods Community Center
20025 Mack Ave. Dr., Grosse Pointe Woods
Meeting – August 14, 2024, 7:00 p.m.**

Motion by Hage, seconded by Feltman, to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Jeannette Rogers to the Beautification Advisory Commission.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy
Puppos, Wettstein

No: none

Excused: Josefiak, G. McCullough, S. McCullough

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, AUGUST 19, 2024, IN THE COUNCIL-COURTROOM
OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE
POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:00 p.m. by Mayor Pro Tem McConaghy.

PRESENT:

Council Members: Brown, Gafa, Granger, Koester, McConaghy

ABSENT: Bryant

Also Present:

City Administrator Schulte

Assistant City Administrator Como

City Attorney Walling

City Treasurer/Comptroller Schmidt

City Clerk Antolin

Director of Public Services Kowalski

Director of Public Safety Kosanke

Council, Administration, and the audience Pledged Allegiance to the U.S. Flag.

Motion by Koester, seconded by Granger, that Mayor Bryant be excused from tonight's meeting.

Motion carried by the following vote:

Yes: Brown, Gafa, Granger, Koester, McConaghy

No: None

Absent: Bryant

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- Doug Hamborsky, Planning Commission

Motion by Brown, seconded by Gafa, that all items on tonight's **agenda be received, placed on file, and taken in order of appearance.**

Motion carried by the following vote:

Yes: Brown, Gafa, Granger, Koester, McConaghy
No: None
Absent: Bryant

Motion by Gafa, seconded by Granger, that all items (6A-6E) on the **Consent Agenda be approved as presented.**

A. Appointment

1. Conference of Eastern Wayne (CEW)
 - a) City Administrator Frank Schulte - Designated Representative
 - b) Public Safety Director John Kosanke - Alternate Designated Representative

B. Approval of Minutes

1. Council 08/12/24
2. Committee-of-the-Whole 07/15/24

C. Monthly Financial Report

1. July 2024

D. Bids/Proposals/Contracts

1. Pedestrian Crosswalk Mack Avenue Improvement
 - a) Memo 08/11/24 - City Administrator Schulte
 - b) Quote EST11878 05/07/24 - LED Lighting Solutions
 - c) Photos of Location (3)
2. Purchase - 1-Ton Dump Truck
 - a) Memo 08/15/24 - Director of Public Services Kowalski
 - b) Quote 01/08/24 - Gorno Ford
 - c) Quote Q012409R1 08/14/24 - NBC Truck Equipment, Inc.
 - d) Photos of current truck (5)

E. Claims and Accounts

1. Dominion Voting Systems - Election Equipment Maintenance - Invoice No. DVS155313 - 07/03/24 - \$13,515.00.

2. Plante Moran - Professional Services - Invoice No. 10285819 - 07/30/24 - \$9,985.00.
3. Rosati, Schultz, Joppich & Amtsbuechler - Legal Services - Invoice No. 1081840 - July 2024 - 08/09/24 - \$4,594.23.

Motion carried by the following vote:

Yes: Brown, Gafa, Granger, Koester, McConaghy
No: None
Absent: Bryant

Under New Business, no one wished to be heard.

Under Public Comment, the following individuals were heard:

- Colleen Worden, Grosse Pointe Woods resident and current Grosse Pointe Public Schools Board Member running for re-election on November 5, 2024, introduced herself.
- Clint Derringer, Grosse Pointe City resident - running for Grosse Pointe Public Schools Board Member on November 5, 2024, introduced himself.

Motion by Brown, seconded by Koester, to **adjourn tonight's meeting** at 7:07 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

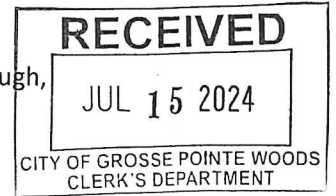
Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

Commission Approved August 14, 2024

Beautification Advisory Commission
Conference Room – Grosse Pointe Woods Community Center
20025 Mack Ave. Dr., Grosse Pointe Woods
Meeting – July 10, 2024, 7:00 p.m.

Present: Arslanian, Casinelli, Elich, Hage, R. Koester, Korbus, G. McCullough, S. McCullough, Pappos, Wettstein
Excused: Champagne, Feltman, Josefiak, McCarthy
Guest: none



Call to Order: The meeting was called to order by Vice-Chair, R. Koester at 7:01p.m.

Minutes: The June 12, 2024 minutes were distributed and reviewed
Motion by Arslanian, seconded by Hage to approve the June 12, 2024 minutes as presented.
Motion carried by the following vote:

Yes: Arslanian, Casinelli, Elich, Hage, R. Koester, Korbus, G. McCullough, S. McCullough, Pappos, Wettstein

No: none

Excused: Champagne, Feltman, Josefiak, McCarthy

Treasurer's Report: R. Koester shared the treasurer's report.

Motion by Casinelli, seconded by S. McCullough to approve the treasurer's report as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Elich, Hage, R. Koester, Korbus, G. McCullough, S. McCullough, Pappos, Wettstein

No: none

Excused: Champagne, Feltman, Josefiak, McCarthy

Chairperson's Report: R. Koester shared Chairpersons report. J. Hess was approved as photographer for awards night homes and businesses. Amanda Snyder resigned from BAC, leaving one opening.

Awards Program: Wettstein and Casinelli updated the committee on awards program.

Flower Sale: No report.

Adopt -A-Garden: R. Koester updated the committee on the Adopt-a-Garden program.

Council report: no report

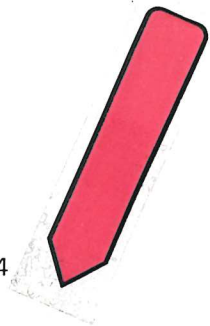
Tile Program: City is vetting 75th tile.

Old Business: No report

New Business: Snyder resigned from BAC; McCarthy resigned as Chair.

Motion by G. McCullough, seconded by Casinelli to approve the following officers for the remaining 2024 term.

Chair: R. Koester



Vice-Chair: M. Wettstein

Treasurer: T. Feltman

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Elich, Hage, R. Koester, Korbus, G. McCullough, S. McCullough, Puppos, Wettstein

No: none

Excused: Champagne, Feltman, Josefiak, McCarthy

Motion by G. McCullough, seconded by Casinelli to adjourn the Beautification Advisory Commission meeting at 7:40 pm.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Elich, Hage, R. Koester, Korbus, G. McCullough, S. McCullough, Puppos, Wettstein

No: none

Excused: Champagne, Feltman, Josefiak, McCarthy

Respectfully submitted,
Glenn McCullough

MEMO 24-30

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: August 16, 2024
SUBJECT: Purchase – Scag 61" Turf Tiger Riding Mower

The Department of Public Works and Parks & Recreation currently uses five riding mowers on a daily basis to mow grass in all city owned parks and grass medians located throughout the City of Grosse Pointe Woods. Currently, one of those mowers is nine years old and has over 1,800 hours of service, is down for repair on a weekly basis, and needs to be replaced.

We have received the following quotes to provide one Scag 61" Turf Tiger Riding Mower with diesel engine and Hurricane mulch system.

| | |
|---|--------------|
| Billings Lawn Equipment, Clawson, MI | \$19,158.99 |
| All Seasons Outdoor Equipment, Eastpointe, MI | \$19,558.00 |
| Shell's Equipment, Woodhaven, MI | No Inventory |

Billings Lawn Equipment submitted the lowest quote in the amount of \$19,158.99.

Therefore, I recommend that we purchase one Scag 61" Turf Tiger riding mower with diesel engine and Hurricane mulch system from Billings Lawn Equipment, 1241 W. 14 Mile Rd., Clawson, MI 48017 in the amount of \$19,158.99. Funds are included for this purchase in the Fiscal Year 2024/2025 Budget in the Motor Vehicles Capital Equipment – Public Works account No. 661-901-977.594.

If you have any questions concerning this matter please contact me.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.



Frank Schulte, City Administrator

8-16-24

Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Steven Schmidt, Treasurer/Comptroller

8/20/24

Date

| |
|----------|
| DATE |
| 8/16/24 |
| TIME |
| 9:51:20 |
| SALESMAN |
| 069/069 |
| STORE |
| 1 |

Terminal 28

Billings Lawn Equipment
 1241 W. 14 Mile Rd.
 Clawson, MI 48017
 248-541-0138

| |
|------------|
| QUOTE |
| 472289 |
| P/O NUMBER |
| |
| WORK ORDER |
| |
| PAGE |
| 1 of 1 |

(313) 343-2460

| |
|--------------------------------|
| BILL TO ACCOUNT: 142588 |
| CITY OF GROSSE POINTE WOODS |
| DEPARTMENT OF PUBLIC WORKS |
| 1200 PARKWAY DRIVE |
| GROSSE POINTE, MI 48236 |

(313) 343-2460

| |
|--------------------------------|
| SHIP TO ACCOUNT: 142588 |
| CITY OF GROSSE POINTE WOODS |
| DEPARTMENT OF PUBLIC WORKS |
| 1200 PARKWAY DRIVE |
| GROSSE POINTE, MI 48236 |

No returns on special orders or electrical parts.
 Remember to only run mid-grade fuel in equipment.
 Thank you from Billings Lawn Equipment!!!!!!!!!!!!

SHIPPED VIA: CUSTOMER PICKUP

| ORD | SHIP | B/O | LINE | PART NUMBER | DESCRIPTION | LIST | NET | AMOUNT |
|-----|------|-----|---------|-------------|----------------------|----------|----------|----------|
| 1 | 1 | | SCW841N | | SCAG STT11-61V-25KBD | 23499.99 | 18799.99 | 18799.99 |
| | | | SN- | | 1. | | | |
| 1 | 1 | | SCW9285 | | MULCH KIT | | 359.00 | 359.00 |

| | | |
|-----------------|------------------|----------|
| QUOTE ONLY | SUB TOTAL ----> | 19158.99 |
| | MISC. -----> | 0.00 |
| | LABOR -----> | 0.00 |
| | TAX 0.001 ----> | 0.00 |
| Signature _____ | QUOTE TOTAL----> | 19158.99 |



CITY OF GROSSE POINTE WOODS
MEMORANDUM

DATE: September 5, 2024

TO: Mayor and City Council

CC: Steven Schmidt, Treasurer/Comptroller

FROM: Frank Schulte, City Administrator *F.S.*

SUBJECT: SMART Municipal and Community Credits Contract for FY 2025

Attached is the *FY-2025 Municipal Credit and Community Credit Contract* between SMART and the City, which runs July 1, 2024 through June 30, 2025. The contract outlines that the city will receive \$15,428 in Municipal Credits and \$31,290 in Community Credits.

The *Projected FY-2025 Operating Budget* (Exhibit B) outlining how funds will be expended is as follows:

| <u>OPERATING EXPENSES</u> | |
|----------------------------------|-----------------|
| Administrative Fee | \$1,750 |
| Driver Wages | \$4,000 |
| Gasoline & Lubricants | \$4,500 |
| Vehicle Insurance | \$604 |
| Other – Transfer to PAATS | \$40,418 |
| | |
| Charter Service | \$5,000 |
| Capital Purchases | \$1,300 |
| Total | \$46,718 |
| | |
| <u>REVENUES</u> | |
| Municipal Credit Funds | \$15,428 |
| Community Credit Funds | \$31,290 |
| Total Revenue | \$46,718 |

I recommend approval authorizing the Mayor to sign the *SMART Municipal and Community Credit Contract for FY-2025*.

Attachments

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

I, Arthur W. Bryant, as the Mayor of the **City of Grosse Pointe Woods** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2024 through June 30, 2025 (Section 1 below), and **Community Credits** available for the period July 1, 2024 to June 30, 2025 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$15428** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 5,000
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ 10,428
PAATS
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$15428

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2027; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$31290** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 10,854
(Including Charter and Taxi services)

- (c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: \$ _____
- (d) Capital Purchases At the cost of: \$ 1,300
- (e) Services Purchased from Subcontractor At the cost of: \$ 19,136
PAATS
 (NAME OF SUBCONTRACTOR)
 (See attached Subcontractor Service Agreement)

Total \$31290

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2025, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2029; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF GROSSE POINTE WOODS

Signature

Signature

Printed Name

Arthur W. Bryant

Printed Name

Title

Mayor

Title

Date

Date

EXHIBIT A

Project Descriptions

Van Operations

Recreational and cultural activities are provided to Grosse Pointe Woods residents and non-residents through a charter bus service. Travel accommodations are provided for individuals with special needs. The charter bus service program travels to destinations within Wayne, Oakland, Macomb, St. Clair and Monroe counties.

Service Times: Reservations: 8:30 am – 5:00 pm, Monday through Friday (313.343.2408). Trip times vary according to the event scheduled.

Eligible User Groups: Grosse Pointe Woods residents and non-residents of any age.

Fare Structure: Program participants pay a trip fare that includes the cost of transportation.

Service Mode: The level of service is subject to availability based upon a first come, first served basis. Buses used in the program may transport up to 55 passengers. Wheelchair lift equipped buses are provided upon request when sufficient notice is given.

Bus Service

Utilized for smaller various city events. Additionally, utilized to pick-up/drop-off residents and their guests from various sites throughout the city and transport them to various destinations within the City of Grosse Pointe Woods and Lake Front Park.

Service Times:

- Summer: Mid-June through mid-July / 8:30 am – 4:30 pm
- 2023 Polar Express event: December 5, 6, 7, 8, 12, 13, 14, 15, 19, 20 and 21.
- Mack Avenue service every Friday and Saturdays from 5:00 pm – 10:00 pm beginning Memorial Day June-Labor Day.
- Various city events as needed.

Eligibility Criteria: Residents and non-resident guests of any age.

Fare Structure: Program participants do not pay a trip fare for the summer bus transportation; however, there is a \$10.00 fee for anyone one over the age of one for Polar Express.

Service Mode: The level of service is subject to availability based upon a first come, first served basis and passengers are picked up at designated stops (see attached flyer). The bus can transport up to 24 passengers and is lift equipped.

Capital Improvement – Software When residents and non-residents are interested in participating in a trip, RecPro software is used to assign people to trips, print out rosters, send out itineraries, as well as to create weekly, monthly, and annual reports.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Grosse Pointe Woods

Contract Period: July 1, 2024 through June 30, 2025

Account Number: 48117

OPERATING EXPENSES:

Administrative Wages/Salary: *(All employees other than drivers and dispatchers)*

(10% max. of MC & CC funds) \$1,750

Driver Wages \$4,000

Fringe Benefits _____

Gasoline & Lubricants \$4,500

Vehicle Insurance \$ 604

Parts, Maintenance Supplies _____

Mechanic Wages _____

Fringe Benefits _____

Dispatch Wages _____

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

Sub-Total (Operating Expenses) \$10,854

PURCHASED SERVICE:

Taxi Service _____

Charter Service \$5,000

SMART Bus Tickets _____

SMART Shuttle Service _____

SMART Dial-A-Ride _____

Other (Specify) Transfer to PAATS \$29,564

Sub-Total (Purchased Service) \$34,564

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment _____

Software \$1,300

Vehicle _____

Maintenance Equipment _____

Other (Specify) _____

Sub-Total (Capital Equipment) \$1,300

TOTAL EXPENSES Operating Expenses, Purchased Service, and Capital Equipment:

\$46,718

EXHIBIT B, continued (Page 2)

REVENUES:

| | |
|------------------------------------|--------------|
| Municipal Credit Funds | <u>15428</u> |
| Community Credit Funds | <u>31290</u> |
| Specialized Services Funds | _____ |
| General Funds | _____ |
| Farebox Revenue | _____ |
| In-Kind Service | _____ |
| Special Fares (Contracted Service) | _____ |
| Other (Specify) | _____ |

TOTAL REVENUE: \$46,718

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

MC & CC Contract for FY 2025

City/Agency Name: City of Grosse Pointe Woods

Primary Contact Person Name: Frank Schulte

Title: City Administrator

Office Telephone Number: 313.343.2450

Cell Phone Number: 313.806.2509

Fax Number: 313.343.2658

Email Address: fschulte@gpwmi.us

Street Address, City, Zip Code: 20025 Mack Plaza Drive, Grosse Pointe Woods MI 48236

Secondary Contact Person Name: Susan Como

Title: Assistant City Administrator

Office Telephone Number: 313.343.2445

Cell Phone Number: 586.242.2782

Fax Number: 313.343.2658

Email Address: scomo@gpwmi.us

Street Address, City, Zip Code: 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

**Responsible for submitting quarterly reports.*

**Please indicate the staff person who sends the weekly and quarterly reports*

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, the President of the United States of America, Joseph R. Biden Jr., has proclaimed Wednesday, **September 11, 2024 as Patriot Day and National Day of Service and Remembrance**, to honor those who perished in the terrorist attacks on September 11, 2001, and

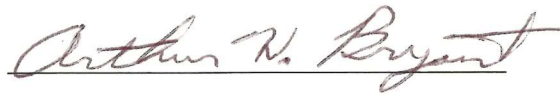
WHEREAS, the citizens of the City of Grosse Pointe Woods, its Mayor and Council, and City employees were shocked and saddened by those acts that inflicted great pain and suffering to innocent victims, their families and to the nation as a whole; and

WHEREAS, twenty-three years ago, more than 3,000 innocent people lost their lives when terrorists attacked our country; and

WHEREAS, the worst terror attacks in our nation's history brought out the best in both our country as a whole and our citizens. On that day our nation stood strong, from first responders heroically risking their lives to save others, to volunteers all across the country giving their time and energy to help those affected; and

WHEREAS, heartfelt appreciation springs forth from Grosse Pointe Woods' citizens to all public servants (such as firefighters, police officers, rescue workers, members of the armed forces and countless volunteers) who heeded the call on that fateful day, and for days after, performing selfless service; and

NOW, THEREFORE, I, ARTHUR W. BRYANT, Mayor of the City of Grosse Pointe Woods, Michigan, do hereby proclaim **September 11, 2024 as Patriot Day and National Day of Service and Remembrance** in the City of Grosse Pointe Woods. I call upon the people of the City of Grosse Pointe Woods to observe this day with community service and appropriate ceremonies and activities in order to always remember and never forget the tragic loss this nation suffered on September 11, 2001, and to have all flags flown at half-staff for this day as a mark of respect for the victims of the terrorist attacks and ask that all City employees, residents and businesses observe a moment of silence at 8:46 AM to commemorate the time of the first plane crash into the World Trade Center.



Arthur W. Bryant, Mayor
September 9, 2024

**CITY OF GROSSE POINTE WOODS
PROCLAMATION**

WHEREAS, prostate cancer is the second most frequently diagnosed cancer in men aside from skin cancer, and it is estimated one in eight men will develop this disease during their lifetime; and

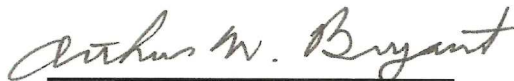
WHEREAS, the American Cancer Society estimates there will be 299,010 new cases of prostate cancer in the USA in 2024, resulting in an estimated 35,250 deaths; and

WHEREAS, it is estimated 10,480 men in Michigan will be diagnosed with prostate cancer this year and it is estimated 1,130 Michigan men will die from this disease; and

WHEREAS, it is known that prostate cancer develops mainly in men over the age of 65, with about 6 out of 10 cases diagnosed in men aged 65 or older, with an average age of diagnosis of 67; and

WHEREAS, prostate cancer can be a serious disease, but, if detected early, most men do not die from it, and there are more than 3.3 million men in the United States diagnosed and living with prostate cancer today.

NOW, THEREFORE, I, Arthur W. Bryant, Mayor of the City of Grosse Pointe Woods, Michigan do hereby proclaim September 2024 as **Prostate Cancer Awareness Month** in the City of Grosse Pointe Woods, Michigan and urge all men in our community to become aware of their own risks of prostate cancer, talk to their health care providers about prostate cancer, and, whenever appropriate, get screened for the disease.



Mayor Arthur W. Bryant
September 9, 2024





ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0449-0
 Invoice No: 152341

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0449-0 SEWER SYSTEM EVALUATION
 PURCHASE ORDER #22-46947 - \$107,000.00
 FOR: RAIN EVENT EVALUATION

Professional Services from July 01, 2024 to July 28, 2024

Phase 02 EVALUATION

Professional Personnel

| | Hours | Rate | Amount |
|----------------------|-------|-------------------------|-----------------|
| GENERAL | | | |
| LICENSED ENG/SUR/ARC | 3.50 | 120.00 | 420.00 |
| ENGINEERING AIDE I | 7.00 | 65.20 | 456.40 |
| Totals | 10.50 | | 876.40 |
| Total Labor | | | 876.40 |
| | | Total this Phase | \$876.40 |

| Billing Limits | Current | Prior | To-Date |
|-----------------------|----------------|---------------------------|-----------------|
| Total Billings | 876.40 | 34,773.38 | 35,649.78 |
| Limit | | | 107,000.00 |
| Remaining | | | 71,350.22 |
| | | Total this Invoice | \$876.40 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|---------------|
| 152021 | 7/22/2024 | 228.60 |
| Total | | 228.60 |

PO 46947
 # 592-537-818.000
 OK - J.K.
 SS
 FJ 9-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0483-0
 Invoice No: 152350

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0483-0 GPW SS4A GRANT APPLICATION
 FOR: DEVELOPING AND SUBMITTING APPLICATION FOR THE SAFE STREETS FOR ALL PLANNING GRANT
Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|---------------------------|----------|-------------------|
| CONTRACT ADMINISTRATION | | | | |
| ENGINEERING AIDE I | 2.50 | 65.20 | 163.00 | |
| STUDIES | | | | |
| SENIOR PROJECT ENGINEER | 11.00 | 131.40 | 1,445.40 | |
| GENERAL | | | | |
| PRINCIPAL ENGINEER | .20 | 137.20 | 27.44 | |
| LICENSED ENG/SUR/ARC | 1.50 | 120.00 | 180.00 | |
| SENIOR PROJECT ENGINEER | 5.50 | 131.40 | 722.70 | |
| Totals | 20.70 | | 2,538.54 | |
| Total Labor | | | | 2,538.54 |
| | | Total this Invoice | | \$2,538.54 |

PO 48400
 # 101-265-818.000 \$ 634.63
 # 101-441-818.000 \$ 1,269.27
 # 592-537-818.000 \$ 634.64
 OK - J.K.
 ES
 FS 8-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0484-0
 Invoice No: 152351

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0484-0 2024-2025 GENERAL ENGINEERING
 P.O. ORDER #24-48400 - \$20,000.00

Professional Services from July 01, 2024 to July 28, 2024
 Professional Personnel

| | Hours | Rate | Amount |
|--|-------|--------|---------------|
| GENERAL | | | |
| LICENSED ENG/SUR/ARC | | | |
| WILBERDING, ROSS | 3.00 | 120.00 | 360.00 |
| Attending Wayne County FAC meeting | | | |
| WILBERDING, ROSS | 2.00 | 120.00 | 240.00 |
| Discussing invoices with F. Schulte. Comparing cost of Cook Rd to previous MDOT project costs, considering design time frame. Corr. with E. Hall re: WAMR alerts/data spikes and email to GLWA | | | |
| WILBERDING, ROSS | .50 | 120.00 | 60.00 |
| GLWA outreach meeting ahead of storm event | | | |
| WILBERDING, ROSS | 1.00 | 120.00 | 120.00 |
| Reviewing SCADA for performance of TRPS during overnight rain event | | | |
| Totals | 6.50 | | 780.00 |
| Total Labor | | | 780.00 |

| Billing Limits | Current | Prior | To-Date |
|---------------------------|---------|-------|-----------------|
| Total Billings | 780.00 | 0.00 | 780.00 |
| Limit | | | 20,000.00 |
| Remaining | | | 19,220.00 |
| Total this Invoice | | | \$780.00 |

PO 48400
 # 101-265-818.000 \$195.00
 # 101-441-818.000 \$390.00
 # 592-537-818.000 \$195.00

ok- J.K.
 SS
 FJ

8-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0485-0
 Invoice No: 152352

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0485-0 2024-2025 GIS MAINTENANCE

P.O. ORDER #24-48399 - \$21,000.00

Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount |
|----------------------|-------|-------|-----------------|
| GIS UPDATES | | | |
| ENGINEERING AIDE III | 59.70 | 81.60 | 4,871.52 |
| Totals | 59.70 | | 4,871.52 |
| Total Labor | | | 4,871.52 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|-------|-----------|
| Total Billings | 4,871.52 | 0.00 | 4,871.52 |
| Limit | | | 21,000.00 |
| Remaining | | | 16,128.48 |

Total this Invoice \$4,871.52

PO 48399
 # 592-537-977.000
 OK - J.K

ES

FJ 9-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0461-0
 Invoice No: 152355

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0461-0 WATER SYSTEM CDSMI
 PURCHASE ORDER #24-48185 - \$42,125.00
 FOR: CONTRACT ADMIN. AND EVALUATION OF RESULTS FOR SUBMISSION TO EGLE
Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|----------|-----------------|
| CONTRACT ADMINISTRATION | | | | |
| LICENSED ENG/SUR/ARC | 3.00 | 120.00 | 360.00 | |
| GRADUATE ENG/SUR/ARC | .30 | 97.30 | 29.19 | |
| GENERAL | | | | |
| ENGINEERING AIDE I | 20.00 | 65.20 | 1,304.00 | |
| Totals | 23.30 | | 1,693.19 | |
| Total Labor | | | | 1,693.19 |

| Billing Limits | Current | Prior | To-Date | |
|----------------|----------|---------------------------|-----------|-------------------|
| Total Billings | 1,693.19 | 29,558.81 | 31,252.00 | |
| Limit | | | 42,125.00 | |
| Remaining | | | 10,873.00 | |
| | | Total this Invoice | | \$1,693.19 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 152023 | 7/22/2024 | 1,356.12 |
| Total | | 1,356.12 |

PO 48185
 #592-537-978.300
 OK - JK
 SS
 EJ 9-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0462-0
 Invoice No: 152356

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0462-0 SRF PROJECT PLAN PREPARATION
 PURCHASE ORDER #23-47809 - \$40,000.00
 FOR: RESPONSE TO EGLE REGARDING 2024 RESUBMISSION OF LSLR FOR DWRF FUNDING

Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount |
|----------------------|-------|--------|---------------|
| GENERAL | | | |
| LICENSED ENG/SUR/ARC | 1.00 | 120.00 | 120.00 |
| ENGINEERING AIDE I | 3.50 | 65.20 | 228.20 |
| Totals | 4.50 | | 348.20 |
| Total Labor | | | 348.20 |

| Billing Limits | Current | Prior | To-Date |
|---------------------------|---------|-----------|-----------------|
| Total Billings | 348.20 | 16,521.84 | 16,870.04 |
| Limit | | | 40,000.00 |
| Remaining | | | 23,129.96 |
| Total this Invoice | | | \$348.20 |

PO 47809
 # 592-537-977.500 \$ 174.10
 # 592-542-977.500 \$ 174.10
 OK - J.K
 SS
 FS 8-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0464-0
 Invoice No: 152357

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0464-0 ROSLYN RD WATERMAIN & RESURF(MACK/MARTER)
 PURCHASE ORDER #23-47805 - \$480,000.00
 FOR: CONSTRUCTION ADMIN.

Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|----------|-----------------|
| RESEARCH/REVIEW | | | | |
| PRINCIPAL ENGINEER | .50 | 137.20 | 68.60 | |
| CONTRACT ADMINISTRATION | | | | |
| LICENSED ENG/SUR/ARC | 9.50 | 120.00 | 1,140.00 | |
| ENGINEERING AIDE III | 2.00 | 81.60 | 163.20 | |
| ENGINEERING AIDE I | .70 | 65.20 | 45.64 | |
| Totals | 12.70 | | 1,417.44 | |
| Total Labor | | | | 1,417.44 |

Consultants

| | | | | |
|---------------------------------|-----------------|--|-----------------|-----------------|
| REIMBURSABLE CONSULTANT EXPENSE | | | | |
| 7/25/2024 G2 CONSULTING GROUP | Invoice# 241789 | | 3,026.25 | |
| Total Consultants | | | 3,026.25 | 3,026.25 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|------------|------------|
| Total Billings | 4,443.69 | 254,596.04 | 259,039.73 |
| Limit | | | 480,000.00 |
| Remaining | | | 220,960.27 |

Total this Invoice \$4,443.69

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 152024 | 7/22/2024 | 12,521.39 |
| Total | | 12,521.39 |

PO 47805
 # 203-451-977.803 \$ 1,110.92
 # 592-537-977.310 \$ 3,332.77
 OK - JK
 ES
 PD 8-4-24

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 241789
 Invoice Date: June 30, 2024
 Page Number: 1

Bill To: Accounts Payable
 Anderson, Eckstein & Westrick
 51301 Schoenherr Road
 Shelby Township, MI 48315

| Customer ID | Purchase Order No. | G2 Project No. | |
|---------------|--------------------|----------------|-----------------|
| AEW001 | AEW No. 0160-0464 | 240295 | |
| Payment Terms | Due Date | Ship Date | Shipping Method |
| Net 30 Days | July 30, 2024 | | |

| Quantity | Description | Unit Price | Amount |
|----------|--|------------|----------|
| 25.75 | Engineering Technician, Regular Hours, each | 71.00 | 1,828.25 |
| 2.00 | Project Manager, per hour | 162.00 | 324.00 |
| 2.00 | Administrative Assistant, per hour | 62.00 | 124.00 |
| 3.00 | Troxler Nuclear Moisture/Density Gauge, each | 42.00 | 126.00 |
| 2.00 | Bituminous Extraction and Gradation | 312.00 | 624.00 |
| | Roslyn Road Water Main and Resurfacing, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 6/8/24 through 6/22/24 | | |
| | Client Contact: Joyce Barnes | | |

Total Invoice Amount \$ 3,026.25

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0466-0
 Invoice No: 152358

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0466-0 2023 MISC. CONCRETE REPAIR PROGRAM
 PURCHASE ORDER #23-47810 - \$50,000.00
 FOR: CONSTRUCTION ADMIN. & CONSTRUCTION OBSERVATION
Professional Services from July 01, 2024 to July 28, 2024
 Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|-------|--------|---------------|
| QUANTITIES | | | | |
| ENGINEERING AIDE II | 1.00 | 72.20 | 72.20 | |
| CONTRACT ADMINISTRATION | | | | |
| TEAM LEADER | 1.50 | 97.30 | 145.95 | |
| ENGINEERING AIDE III | 3.50 | 81.60 | 285.60 | |
| ENGINEERING AIDE I | .30 | 65.20 | 19.56 | |
| Totals | 6.30 | | 523.31 | |
| Total Labor | | | | 523.31 |

| Consultants | | | | |
|---------------------------------|--------------------------|-----------------|-----------------|-----------------|
| REIMBURSABLE CONSULTANT EXPENSE | | | | |
| 7/25/2024 | G2 CONSULTING GROUP | Invoice# 241801 | 1,850.00 | |
| | Total Consultants | | 1,850.00 | 1,850.00 |

| Billing Limits | Current | Prior | To-Date | |
|----------------|----------|---------------------------|-----------|-------------------|
| Total Billings | 2,373.31 | 27,867.14 | 30,240.45 | |
| Limit | | | 50,000.00 | |
| Remaining | | | 19,759.55 | |
| | | Total this Invoice | | \$2,373.31 |

| Outstanding Invoices | | |
|----------------------|-----------|-----------------|
| Number | Date | Balance |
| 152026 | 7/22/2024 | 5,275.47 |
| Total | | 5,275.47 |

P047810
 # 202-451-974-201 \$ 593.33
 # 203-451-974-201 \$ 403.46
 # 585-571-978-300 \$ 783.19
 # 592-537-975-401 \$ 593.33
 OK - J.K. SS

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 241801
 Invoice Date: June 30, 2024
 Page Number: 1

Bill To: Accounts Payable
 Anderson, Eckstein & Westrick
 51301 Schoenherr Road
 Shelby Township, MI 48315

| | | | |
|----------------------|---------------------------|-----------------------|------------------------|
| Customer ID | Purchase Order No. | G2 Project No. | |
| AEW001 | AEW No. 0160-0466 | 240472 | |
| Payment Terms | Due Date | Ship Date | Shipping Method |
| Net 30 Days | July 30, 2024 | | |

| Quantity | Description | Unit Price | Amount |
|----------|---|------------|--------|
| 12.25 | Engineering Technician, Regular Hours, each | 71.00 | 869.75 |
| 1.75 | Engineering Technician, Regular Hours - Cylinder Pick-Up on 6/7/24 and 6/14/24 | 71.00 | 124.25 |
| 2.00 | Project Manager, per hour | 162.00 | 324.00 |
| 2.00 | Administrative Assistant, per hour | 62.00 | 124.00 |
| 24.00 | Compressive Strength Test Cylinders, each | 17.00 | 408.00 |
| | 2023 Concrete Repair Program - Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 6/4/24 through 6/13/24 | | |
| | Client Contact: Joyce Barnes | | |

Total Invoice Amount \$ 1,850.00

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 08, 2024
 Project No: 0160-0473-0
 Invoice No: 152359

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0473-0 TORREY ROAD PUMP STATION GENERATOR
 PURCHASE ORDER #23-48021 - \$200,000.00
 FOR: CONTRACT ADMIN.

Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|--------|---------------|
| CONTRACT ADMINISTRATION | | | | |
| LICENSED ENG/SUR/ARC | 1.00 | 120.00 | 120.00 | |
| GRADUATE ENG/SUR/ARC | .50 | 97.30 | 48.65 | |
| Totals | 1.50 | | 168.65 | |
| Total Labor | | | | 168.65 |

Consultants

| | | | | |
|--|--|--|-----------------|-----------------|
| REIMBURSABLE CONSULTANT EXPENSE | | | | |
| 7/23/2024 PETER BASSO ASSOCIATES Invoice# 2022.0427.00-7 | | | 5,000.00 | |
| Total Consultants | | | 5,000.00 | 5,000.00 |

Reimbursable Expenses

| | | | | |
|---------------------------------------|--|--|---------------|---------------|
| REIMBURSABLE OTHER EXPENSE | | | | |
| 7/24/2024 CAPITAL ONE SPARK CARD LARA | | | 203.00 | |
| Total Reimbursables | | | 203.00 | 203.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|------------|------------|
| Total Billings | 5,371.65 | 105,441.20 | 110,812.85 |
| Limit | | | 200,000.00 |
| Remaining | | | 89,187.15 |

Total this Invoice \$5,371.65

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 152028 | 7/22/2024 | 1,594.20 |
| Total | | 1,594.20 |

PO 48021
 # 592-542-818.000
 OK - JK
 SS

FJ 9-4-24

Invoice



Peter Basso Associates Inc
CONSULTING ENGINEERS

5145 Livernois, Suite 100
Troy, Michigan 48098-3276
(248) 879-5666 Tel
(248) 879-0007 Fax
www.peterbassoassociates.com

Ross Wilberding
Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

June 28, 2024
Invoice No: 2022.0427.00 - 7

PBA PM: Scott Garrison

Invoice Total \$5,000.00

Project 2022.0427.00 AEW City of GPW Torrey Pump Station Upg
City of Grosse Pointe Woods Torrey Road Pump Station Electrical Upgrades Phase 1
For Professional Services Through June 28, 2024

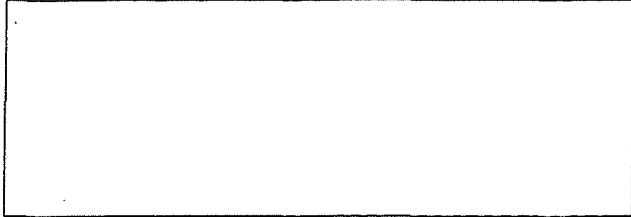
Fee

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---------------|-----------|------------------|--------------------|---------------------------|---------------------|
| Phase 1 | 14,000.00 | 100.00 | 14,000.00 | 14,000.00 | 0.00 |
| Phase 2 | 50,000.00 | 90.00 | 45,000.00 | 40,000.00 | 5,000.00 |
| Total Fee | 64,000.00 | | 59,000.00 | 54,000.00 | 5,000.00 |
| | | | Current Fee | | 5,000.00 |
| | | | | Total this Invoice | \$5,000.00 |

Billings to Date

| | Current | Prior | Total | Received | A/R Balance |
|--------|----------|-----------|-----------|-----------|-------------|
| Fee | 5,000.00 | 54,000.00 | 59,000.00 | | |
| Totals | 5,000.00 | 54,000.00 | 59,000.00 | 54,000.00 | 5,000.00 |

Please make your check payable to Peter Basso Associates, Inc.
To make electronic (ACH) payments, please contact AR@pbanet.com or call 248-312-4502 for banking details



INVOICE

Record Number: PR-0228-24
Record Date: 07/19/2024
Facility Name: Torrey Road Pump Station Genera
Facility County:
Amount Due: \$0.00
Payment Due Date: 08/18/2024

INVOICE DETAIL:

| | FEES: | SKU CODE: |
|---------------------------|---------------|-----------|
| Annual Registration Fee | \$61.50 | 274 |
| Plan Review Fee | \$141.50 | 274 |
| Total Amount Paid: | 203.00 | |
| Total Balance Due: | \$0.00 | |

Make all checks or money orders payable to:
State of Michigan - LARA

Mail checks to:

P.O. Box 30255
Lansing, MI 48909

RETURN COPY OF INVOICE WITH PAYMENT



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 09, 2024
 Project No: 0160-0475-0
 Invoice No: 152376

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0475-0 2024 SEWER REHAB BY FULL LENGTH CIPP LIN
 PURCHASE ORDER #24-48434 - \$41,667
 FOR: CONTRACT DOCUMENTS AND CONTRACT ADMIN.
Professional Services from July 01, 2024 to July 28, 2024

Fee

| | | | |
|------------------|-----------|----------------------|------------------|
| Total Fee | 16,667.00 | | |
| Percent Complete | 100.00 | Total Earned | 16,667.00 |
| | | Previous Fee Billing | 0.00 |
| | | Current Fee Billing | 16,667.00 |
| | | Total Fee | 16,667.00 |

Professional Personnel

| | Hours | Rate | Amount |
|--------------------------|-------|--------|-----------------|
| SECRETARIAL | | | |
| SECRETARIAL | 1.90 | 38.50 | 73.15 |
| PRINTS | | | |
| ENGINEERING AIDE II | 1.20 | 72.20 | 86.64 |
| ENGINEERING AIDE TRAINEE | 1.10 | 47.10 | 51.81 |
| CONTRACT ADMINISTRATION | | | |
| LICENSED ENG/SUR/ARC | .50 | 120.00 | 60.00 |
| GRADUATE ENG/SUR/ARC | 7.50 | 97.30 | 729.75 |
| TEAM LEADER | 1.50 | 97.30 | 145.95 |
| ENGINEERING AIDE I | .20 | 65.20 | 13.04 |
| MEETINGS | | | |
| TEAM LEADER | 2.50 | 97.30 | 243.25 |
| ENGINEERING AIDE II | 5.00 | 72.20 | 361.00 |
| Totals | 21.40 | | 1,764.59 |
| Total Labor | | | 1,764.59 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|-----------|-------|-----------|
| Total Billings | 18,431.59 | 0.00 | 18,431.59 |
| Limit | | | 41,667.00 |
| Remaining | | | 23,235.41 |

Total this Invoice \$18,431.59

PO 48434
 # 592-537-976.001
 OK J.X
 55



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 09, 2024
 Project No: 0160-0477-0
 Invoice No: 152377

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0477-0 2024 MISCELLANEOUS CONCRETE PROGRAM
 PURCHASE ORDER # 24-48437 - \$83,333.00
 FOR: DESIGN, CONTRACT DOCUMENTS & CONTRACT ADMIN.
Professional Services from July 01, 2024 to July 28, 2024

Fee

| | | | | |
|------------------|-----------|----------------------|-----------|------------------|
| Total Fee | 30,200.00 | | | |
| Percent Complete | 100.00 | Total Earned | 30,200.00 | |
| | | Previous Fee Billing | 0.00 | |
| | | Current Fee Billing | 30,200.00 | |
| | | Total Fee | | 30,200.00 |

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------------|-------|---------------------------|----------|--------------------|
| SECRETARIAL | | | | |
| SECRETARIAL | .50 | 38.50 | 19.25 | |
| CONTRACT ADMINISTRATION | | | | |
| LICENSED ENG/SUR/ARC | 1.50 | 120.00 | 180.00 | |
| GRADUATE ENG/SUR/ARC | 2.00 | 97.30 | 194.60 | |
| MEETINGS | | | | |
| TEAM LEADER | .50 | 97.30 | 48.65 | |
| CONSTRUCTION OBSERVATION | | | | |
| ENGINEERING AIDE III | 9.50 | 81.60 | 775.20 | |
| GENERAL | | | | |
| GRADUATE ENG/SUR/ARC | 5.00 | 97.30 | 486.50 | |
| Totals | 19.00 | | 1,704.20 | |
| Total Labor | | | | 1,704.20 |
| | | Total this Invoice | | \$31,904.20 |

PO 48437
 # 202-451-974.201 \$11,964.08
 # 203-451-974.201 \$7,976.04
 # 585-571-978.300 \$11,964.08
 ok-jk
 55



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

August 15, 2024
 Project No: 0160-0474-0
 Invoice No: 152545

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0474-0 707 N. RENAUD PLOT PLAN REVIEW

Professional Services from July 01, 2024 to July 28, 2024

Professional Personnel

| | Hours | Rate | Amount |
|-------------------------|-------|---------------------------|-----------------|
| ENGINEERING PLAN REVIEW | | | |
| PRINCIPAL ENGINEER | 1.00 | 137.20 | 137.20 |
| Totals | 1.00 | | 137.20 |
| Total Labor | | | 137.20 |
| | | Total this Invoice | \$137.20 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|--------------|
| 152015 | 7/22/2024 | 57.15 |
| Total | | 57.15 |

101-265-818.000

OK - J.K

SS

FJ 9-4-24



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

August 15, 2024

Steven Schmidt, Controller
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

Reference: **Pay Estimate 01**
2024 Concrete Pavement Repair Program
City of Grosse Pointe Woods
AEW Project No. 0160-0477

Dear Mr. Schmidt:

Enclosed please find Construction Pay Estimate No. 01 for the above referenced project. For work performed through August 11, 2024 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$61,696.89** to Mattioli Cement Co. LLC, 6085 McGuire Road, Fenton, MI 48430.

If you have questions or require additional information, please contact our office.

Sincerely,

Docusigned by:
Frank D. Varicalli
C1D17CC8031F1D4

Frank D. Varicalli
Infrastructure Rehab Group Lead

PO48438
#202-451-974.200 \$23,136.33
#203-451-974.200 \$15,424.23
#585-571-977.000 \$23,136.33

cc: Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
John Mattioli, Mattioli Cement Co., LLC
Ross Wilberding, AEW, Inc.
Scott Lockwood, AEW, Inc.
Paul Antolin, Grosse Pointe Woods

ok - J.K

SS

FS 8-27-24



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/15/2024 1:15 PM
FieldManager 5.3c

Contract: .0160-0477, 2024 Concrete Pavement Repair Program

| Estimate Date | Estimate No. | Entered By | Estimate Type | Electronic File Created | All Contract Work Completed | Construction Started Date |
|---|--------------|-----------------|---------------|---|-----------------------------|---------------------------|
| 08/11/2024 | 1 | Michelle Ankawi | Semi-Monthly | No | | |
| Prime Contractor Mattioli Cement Co. LLC | | | | Managing Office Anderson, Eckstein and Westrick, Inc. | | |
| Comments | | | | | | |
| Current Contract Amount: \$414,965.00 % Completed: 17% | | | | | | |

Item Usage Summary

| Item Description | Item Code | Prop. Line | Project | Category | Project Line No. | Item Type | Mod. No. | Quantity | Dollar Amount |
|---|-----------|------------|-----------|----------|------------------|-----------|----------|--------------------|---------------|
| _ Bonds, Insurance and Initial Set-Up Expense (3% Max) | 1027051 | 0005 | 0160-0477 | 0000 | 0005 | 00 | 000 | 1.000 | \$12,100.00 |
| Sidewalk, Rem | 2040055 | 0015 | 0160-0477 | 0000 | 0015 | 00 | 000 | 33.800 | \$507.00 |
| _ Driveway, Conc, Rem | 2047011 | 0020 | 0160-0477 | 0000 | 0020 | 00 | 000 | 50.100 | \$751.50 |
| Dr Structure Cover, Adj. Case 1, Modifie | 4030004 | 0035 | 0160-0477 | 0000 | 0035 | 00 | 000 | 2.000 | \$1,040.00 |
| _ External Structure Wrap, 12 inch | 4037050 | 0075 | 0160-0477 | 0000 | 0075 | 00 | 000 | 1.000 | \$610.00 |
| Joint, Expansion, E2 | 6020207 | 0090 | 0160-0477 | 0000 | 0090 | 00 | 000 | 15.000 | \$465.00 |
| Lane Tie, Epoxy Anchored | 6030030 | 0095 | 0160-0477 | 0000 | 0095 | 00 | 000 | 198.000 | \$1,386.00 |
| Pavt Repr, Nonreinf Conc, 8 inch | 6030044 | 0100 | 0160-0477 | 0000 | 0100 | 00 | 000 | 434.800 | \$26,088.00 |
| Pavt Repr, Nonreinf Conc, 9 inch | 6030046 | 0105 | 0160-0477 | 0000 | 0105 | 00 | 000 | 78.600 | \$5,109.00 |
| _ Full Depth Sawcutting through Existing Pavement, Sidewalk, Driveway or Curb | 6037001 | 0110 | 0160-0477 | 0000 | 0110 | 00 | 000 | 616.700 | \$3,700.20 |
| _ Pavt Repr, Rem, Modified | 6037011 | 0120 | 0160-0477 | 0000 | 0120 | 00 | 000 | 513.400 | \$7,701.00 |
| Driveway, Nonreinf Conc, 6 inch | 8010005 | 0125 | 0160-0477 | 0000 | 0125 | 00 | 000 | 50.100 | \$2,955.90 |
| Detectable Warning Surface | 8030010 | 0135 | 0160-0477 | 0000 | 0135 | 00 | 000 | 20.000 | \$1,320.00 |
| Sidewalk, Conc, 4 inch | 8030044 | 0140 | 0160-0477 | 0000 | 0140 | 00 | 000 | 50.000 | \$375.00 |
| _ Sidewalk Ramp, Conc, 8 inch | 8037010 | 0150 | 0160-0477 | 0000 | 0150 | 00 | 000 | 137.900 | \$1,241.10 |
| _ Traffic Control and Maintenance | 8127051 | 0155 | 0160-0477 | 0000 | 0155 | 00 | 000 | 0.100 | \$3,000.00 |
| _ Surface Restoration, Seeding | 8167011 | 0160 | 0160-0477 | 0000 | 0160 | 00 | 000 | 50.600 | \$202.40 |
| Total Estimated Item Payment: | | | | | | | | \$68,552.10 | |

Time Charges

| Site | Site Description | Site Method | Days Charged | Liq. Damages |
|----------------------------------|---------------------------------|-----------------|--------------|--------------|
| 00 | SITE NUMBERS SHOULD BE CODED 00 | Completion Date | | \$0 |
| Total Liquidated Damages: | | | | \$0 |



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/15/2024 1:15 PM

FieldManager 5.3c

Pre-Voucher Summary

| Project | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount |
|--|-------------|--------------|----------------------|--------------------|
| 0160-0477, 2024 Concrete Pavement Repair Program | 0001 | \$68,552.10 | \$0.00 | \$68,552.10 |
| Voucher Total: | | | | \$68,552.10 |

Summary

| | | | |
|---------------------------------|--------------------|----------------------------------|--------------------|
| Current Voucher Total: | \$68,552.10 | Earnings to date: | \$68,552.10 |
| -Current Retainage: | \$6,855.21 | - Retainage to date: | \$6,855.21 |
| -Current Liquidated Damages: | \$0.00 | - Liquidated Damages to date: | \$0.00 |
| -Current Adjustments: | \$0.00 | - Adjustments to date: | \$0.00 |
| Total Estimated Payment: | \$61,696.89 | Net Earnings to date: | \$61,696.89 |
| | | - Payments to date: | \$0.00 |
| | | Net Earnings this period: | \$61,696.89 |

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

| | |
|---|--|
| <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;"> <small>DocuSigned by:</small> </div> <hr style="border: 0.5px solid black;"/> <p style="margin: 0;">Frank D. Varicalli</p> | <p style="margin: 0;">08/15/2024</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0;">(Date)</p> |
|---|--|



Construction Pay Estimate Amount Balance Report

Estimate: 1

8/15/2024 1:15 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Contract: .0160-0477, 2024 Concrete Pavement Repair Program

| Item Description | Item Code | Prop. Line | Project | Category | Authorized Quantity | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|---|-----------|------------|-----------|----------|---------------------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| _ Bonds, Insurance and Initial Set-Up Expense (3% Max) | 1027051 | 0005 | 0160-0477 | 0000 | 1.000 | 1.000 | 1.000 | 1.000 | 100% | 12,100.00000 | \$12,100.00 |
| Curb and Gutter, Rem | 2040020 | 0010 | 0160-0477 | 0000 | 120.000 | | 0.000 | | | 20.00000 | |
| Sidewalk, Rem | 2040055 | 0015 | 0160-0477 | 0000 | 100.000 | 33.800 | 33.800 | 33.800 | 34% | 15.00000 | \$507.00 |
| _ Driveway, Conc, Rem | 2047011 | 0020 | 0160-0477 | 0000 | 80.000 | 50.100 | 50.100 | 50.100 | 63% | 15.00000 | \$751.50 |
| _ Subgrade Undercutting, Modified | 2057021 | 0025 | 0160-0477 | 0000 | 100.000 | | 0.000 | | | 42.00000 | |
| Maintenance Gravel, LM | 3060021 | 0030 | 0160-0477 | 0000 | 15.000 | | 0.000 | | | 23.00000 | |
| Dr Structure Cover, Adj, Case 1, Modified | 4030004 | 0035 | 0160-0477 | 0000 | 15.000 | 2.000 | 2.000 | 2.000 | 13% | 520.00000 | \$1,040.00 |
| Dr Structure, Adj, Add Depth | 4030280 | 0040 | 0160-0477 | 0000 | 24.000 | | 0.000 | | | 265.00000 | |
| Dr Structure, Tap, 4 inch | 4030304 | 0045 | 0160-0477 | 0000 | 20.000 | | 0.000 | | | 195.00000 | |
| Dr Structure, Tap, 10 inch | 4030310 | 0050 | 0160-0477 | 0000 | 2.000 | | 0.000 | | | 600.00000 | |
| _ Dr Structure Frame and Cover, Manhole | 4037050 | 0055 | 0160-0477 | 0000 | 5.000 | | 0.000 | | | 600.00000 | |
| _ Dr Structure Frame and Cover, Storm Catch Basin | 4037050 | 0060 | 0160-0477 | 0000 | 10.000 | | 0.000 | | | 675.00000 | |
| _ Dr Structure Trap, 10 inch | 4037050 | 0065 | 0160-0477 | 0000 | 1.000 | | 0.000 | | | 1,000.00000 | |
| _ Dr Structure Trap, 12 inch | 4037050 | 0070 | 0160-0477 | 0000 | 1.000 | | 0.000 | | | 1,000.00000 | |
| _ External Structure Wrap, 12 inch | 4037050 | 0075 | 0160-0477 | 0000 | 5.000 | 1.000 | 1.000 | 1.000 | 20% | 610.00000 | \$610.00 |
| _ External Structure Wrap, 18 inch | 4037050 | 0080 | 0160-0477 | 0000 | 10.000 | | 0.000 | | | 775.00000 | |
| _ Underdrain, Subgrade, 4 inch, Modified | 4047001 | 0085 | 0160-0477 | 0000 | 250.000 | | 0.000 | | | 19.00000 | |
| Joint, Expansion, E2 | 6020207 | 0090 | 0160-0477 | 0000 | 300.000 | 15.000 | 15.000 | 15.000 | 5% | 31.00000 | \$465.00 |
| Lane Tie, Epoxy Anchored | 6030030 | 0095 | 0160-0477 | 0000 | 2,000.000 | 198.000 | 198.000 | 198.000 | 10% | 7.00000 | \$1,386.00 |
| Pavt Repr, Nonreinf Conc, 8 inch | 6030044 | 0100 | 0160-0477 | 0000 | 2,800.000 | 434.800 | 434.800 | 434.800 | 16% | 60.00000 | \$26,088.00 |
| Pavt Repr, Nonreinf Conc, 9 inch | 6030046 | 0105 | 0160-0477 | 0000 | 300.000 | 78.600 | 78.600 | 78.600 | 26% | 65.00000 | \$5,109.00 |
| _ Full Depth Sawcutting through Existing Pavement, Sidewalk, Driveway or Curb | 6037001 | 0110 | 0160-0477 | 0000 | 5,200.000 | 616.700 | 616.700 | 616.700 | 12% | 6.00000 | \$3,700.20 |

Contract: .0160-0477

Estimate: 1

Page 1 of 2



Construction Pay Estimate Amount Balance Report

Estimate: 1

8/15/2024 1:15 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

| Item Description | Item Code | Prop. Line | Project | Category | Authorized Quantity | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|-----------------------------------|-----------|------------|-----------|----------|---------------------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| _ Joint, Expansion, Erg, Modified | 6037001 | 0115 | 0160-0477 | 0000 | 100.000 | | 0.000 | | | 40.00000 | |
| _ Pavt Repr, Rem, Modified | 6037011 | 0120 | 0160-0477 | 0000 | 3,100.000 | 513.400 | 513.400 | 513.400 | 17% | 15.00000 | \$7,701.00 |
| Driveway, Nonreinf Conc, 6 inch | 8010005 | 0125 | 0160-0477 | 0000 | 80.000 | 50.100 | 50.100 | 50.100 | 63% | 59.00000 | \$2,955.90 |
| Curb and Gutter, Conc, Det F4 | 8020038 | 0130 | 0160-0477 | 0000 | 120.000 | | 0.000 | | | 40.00000 | |
| Detectable Warning Surface | 8030010 | 0135 | 0160-0477 | 0000 | 100.000 | 20.000 | 20.000 | 20.000 | 20% | 66.00000 | \$1,320.00 |
| Sidewalk, Conc, 4 inch | 8030044 | 0140 | 0160-0477 | 0000 | 500.000 | 50.000 | 50.000 | 50.000 | 10% | 7.50000 | \$375.00 |
| Sidewalk, Conc, 6 inch | 8030046 | 0145 | 0160-0477 | 0000 | 100.000 | | 0.000 | | | 7.90000 | |
| _ Sidewalk Ramp, Conc, 8 inch | 8037010 | 0150 | 0160-0477 | 0000 | 300.000 | 137.900 | 137.900 | 137.900 | 46% | 9.00000 | \$1,241.10 |
| _ Traffic Control and Maintenance | 8127051 | 0155 | 0160-0477 | 0000 | 1.000 | 0.100 | 0.100 | 0.100 | 10% | 30,000.00000 | \$3,000.00 |
| _ Surface Restoration, Seeding | 8167011 | 0160 | 0160-0477 | 0000 | 200.000 | 50.600 | 50.600 | 50.600 | 25% | 4.00000 | \$202.40 |

Percentage of Contract Completed(curr): 17%
 (total paid to date / total of all authorized work)

Total Amount Paid This Estimate: \$68,552.10
Total Amount Paid To Date: \$68,552.10



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

September 3, 2024

Steven Schmidt, Controller
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

Reference: Vernier Road Water Main Replacement
West City Limit to Mack Avenue
Final Pay Estimate
AEW Project No. 0160-0446

Dear Mr. Schmidt:

Enclosed please find Final Pay Estimate, Sworn Statement and the Consent of Surety for the above referenced project. For work performed through June 30, 2024 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$127,455.00** to Fontana Construction, Inc., 6340 Sims Drive, Sterling Heights, MI 48313

If you have questions or require additional information, please contact our office.

Sincerely,

Signed by:
Ross T. Wilberding
205B23CECB0242B...

Ross T. Wilberding, PE
Project Manager

cc: Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
Fontana Construction, Inc.
Paul Antolin, Grosse Pointe Woods

PO 47170
592-537-977.360
ok - J.K.
SS
FS 9-4-24



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

9/3/2024 11:02 AM

FieldManager 5.3c

Contract: .0160-0446, Vernier Rd Water Main Replacement

| | | | | |
|---|----------------------------------|---|---|---|
| Estimate No. 4 | Estimate Date 9/3/2024 | Entered By Michelle Ankawi | Estimate Type Final | Managing Office Anderson, Eckstein and Westrick, Inc. |
| All Contract Work Completed 8/31/2024 | | Construction Started Date 7/19/2023 | Prime Contractor Fontana Construction, Inc. 6340 Sims Drive Sterling Heights MI 48313 | |
| Comments Current Contract Amount: \$744,726.85 % Completed: 100% | | | | |

Item Usage Summary

Project: Vernier, WCL to Mack

Category: 0000,

| Item Description | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price | Dollar Amount |
|---|------|-----------|-----------|------------------|-----------|----------|----------|------------|---------------|
| _ 2 inch blvd sprinkler service | LS | 1027051 | 0335 | 0335 | SA | 002 | 1.000 | 500.00 | \$500.00 |
| _ Abandoned Box Culvert (1 of 2) | LS | 1027051 | 0295 | 0295 | SA | 002 | 1.000 | 10,000.00 | \$10,000.00 |
| _ Abandoned Box Culvert (2 of 2) | LS | 1027051 | 0320 | 0320 | SA | 002 | 1.000 | 10,000.00 | \$10,000.00 |
| _ CB Repair 774 Woods | LS | 1027051 | 0345 | 0345 | SA | 002 | 1.000 | 3,400.00 | \$3,400.00 |
| _ Curb Stop (*23/*24 pricing) | Ea | 8237050 | 0255 | 0255 | SA | 001 | 2.000 | 400.00 | \$800.00 |
| _ Dentist Fire Line | LS | 1027051 | 0275 | 0275 | SA | 002 | 1.000 | 3,500.00 | \$3,500.00 |
| _ Encountered Ductile Fitting | LS | 1027051 | 0310 | 0310 | SA | 002 | 1.000 | 1,500.00 | \$1,500.00 |
| _ Funeral Home 4 inch service | LS | 1027051 | 0330 | 0330 | SA | 002 | 1.000 | 2,500.00 | \$2,500.00 |
| _ Gas Main Removal (1 of 3) | LS | 1027051 | 0280 | 0280 | SA | 002 | 1.000 | 500.00 | \$500.00 |
| _ Gas Main Removal (2 of 3) | LS | 1027051 | 0290 | 0290 | SA | 002 | 1.000 | 500.00 | \$500.00 |
| _ Gas Main Removal (3 of 3) | LS | 1027051 | 0305 | 0305 | SA | 002 | 1.000 | 500.00 | \$500.00 |
| _ Gate Well Structure Extensions (1 of 2) | LS | 1027051 | 0315 | 0315 | SA | 002 | 1.000 | 1,500.00 | \$1,500.00 |
| _ Gate Well Structure Extensions (2 of 2) | LS | 1027051 | 0325 | 0325 | SA | 002 | 1.000 | 1,500.00 | \$1,500.00 |
| _ Hydrant Extension | LS | 1027051 | 0285 | 0285 | SA | 002 | 1.000 | 900.00 | \$900.00 |
| _ Install manifold and reconfigure filter room piping | LS | 1027051 | 0355 | 0355 | SA | 002 | 1.000 | 16,100.00 | \$16,100.00 |
| _ Pool Deck Repair | LS | 1027051 | 0340 | 0340 | SA | 002 | 1.000 | 2,561.00 | \$2,561.00 |
| _ Proposed Trees | Ea | 8157050 | 0140 | 0140 | 00 | 000 | 17.000 | 500.00 | \$8,500.00 |
| _ Water Containment System and Connections | LS | 1027051 | 0350 | 0350 | SA | 002 | 1.000 | 11,200.00 | \$11,200.00 |
| _ Water Main Connection, 6 inch | Ea | 8237050 | 0225 | 0225 | 00 | 000 | 1.000 | 2,100.00 | \$2,100.00 |
| _ Water Main Connection, 8 inch | Ea | 8237050 | 0230 | 0230 | 00 | 000 | 1.000 | 2,100.00 | \$2,100.00 |
| _ Water Main, HDPE, DR11, 8 inch, Pipe Burst | Ft | 8237001 | 0200 | 0200 | 00 | 000 | 76.000 | 95.00 | \$7,220.00 |



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

9/3/2024 11:02 AM

FieldManager 5.3c

Item Usage Summary

Project: Vernier, WCL to Mack
 Category: 0000,

| Item Description | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price | Dollar Amount |
|---|------|-----------|-----------|------------------|-----------|----------|-----------|------------|---------------|
| _ Water Serv, Long ('23/'24 Pricing) | Ea | 8237050 | 0265 | 0265 | SA | 001 | 1.000 | 1,750.00 | \$1,750.00 |
| _ Water Serv, Special ('23/'24 Pricing) | Ea | 8237050 | 0270 | 0270 | SA | 001 | 1.000 | 4,980.00 | \$4,980.00 |
| _ WM Additional Depth | LS | 1027051 | 0300 | 0300 | SA | 002 | 1.000 | 15,000.00 | \$15,000.00 |
| Maintenance Gravel | Ton | 3060020 | 0060 | 0060 | 00 | 000 | 200.000 | 20.00 | \$4,000.00 |
| Sodding | Syd | 8160055 | 0145 | 0145 | 00 | 000 | 1,410.000 | 5.00 | \$7,050.00 |
| Topsoil Surface, Furn, 3 inch | Syd | 8160061 | 0150 | 0150 | 00 | 000 | 1,410.000 | 4.00 | \$5,640.00 |
| Water Main, 8 inch, Cut and Plug | Ea | 8230132 | 0175 | 0175 | 00 | 000 | 2.000 | 327.00 | \$654.00 |

Subtotal for Category 0000: \$126,455.00

Subtotal for Project Vernier: \$126,455.00

Total Estimated Item Payment: \$126,455.00

Time Charges

| Site | Site Description | Site Method | Days Charged | Liq. Damages |
|----------------------------------|---------------------------------|-----------------|--------------|--------------|
| 00 | SITE NUMBERS SHOULD BE CODED 00 | Completion Date | | \$0 |
| Total Liquidated Damages: | | | | \$0 |

Pre-Voucher Summary

| Project | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount |
|-----------------------|-------------|--------------|----------------------|---------------------|
| Vernier, WCL to Mack | 0004 | \$126,455.00 | \$0.00 | \$126,455.00 |
| Voucher Total: | | | | \$126,455.00 |

Summary

| | | | |
|---------------------------------|---------------------|----------------------------------|---------------------|
| Current Voucher Total: | \$126,455.00 | Earnings to date: | \$744,726.85 |
| -Current Retainage: | (\$1,000.00) | - Retainage to date: | \$0.00 |
| -Current Liquidated Damages: | \$0.00 | - Liquidated Damages to date: | \$0.00 |
| -Current Adjustments: | \$0.00 | - Adjustments to date: | \$0.00 |
| Total Estimated Payment: | \$127,455.00 | Net Earnings to date: | \$744,726.85 |
| | | - Payments to date: | \$617,271.85 |
| | | Net Earnings this period: | \$127,455.00 |



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

9/3/2024 11:02 AM
FieldManager 5.3c

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

| | |
|--|-----------------|
| <small>Signed by:</small> <i>Ross T. Wilberding</i> <small>225821C7F0A2730E</small> | 09/03/2024 |
| _____ Ross T. Wilberding, PE, AEW, Inc. | _____ (Date) |
| <small>DocuSigned by:</small> <i>Frank Giannetti</i> <small>2F6F-D108F5924FC</small> | 09/03/2024 |
| _____ Fontana Construction, Inc. | _____ (Date) |



Construction Pay Estimate Amount Balance Report

Estimate: 4

9/3/2024 11:02 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Contract: .0160-0446, Vernier Rd Water Main Replacement

Project: Vernier, WCL to Mack

Category: 0000,

| Prop. Line | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|------------|--|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0005 | _ Audio Visual Record of the Construction Influence Area | 1027051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 5,000.00000 | \$5,000.00 |
| 0010 | Mobilization, Max 3% | 1500001 | 1.000 | LS | | 1.000 | 1.000 | 100% | 55,000.00000 | \$55,000.00 |
| 0015 | Tree, Rem, 19 inch to 36 inch | 2020002 | 13.000 | Ea | | 13.000 | 13.000 | 100% | 1,200.00000 | \$15,600.00 |
| 0020 | Tree, Rem, 37 inch or Larger | 2020003 | 3.000 | Ea | | 3.000 | 3.000 | 100% | 2,000.00000 | \$6,000.00 |
| 0025 | Tree, Rem, 6 inch to 18 inch | 2020004 | 4.000 | Ea | | 4.000 | 4.000 | 100% | 500.00000 | \$2,000.00 |
| 0030 | Curb and Gutter, Rem | 2040020 | 120.100 | Ft | | 120.100 | 120.100 | 100% | 20.00000 | \$2,402.00 |
| 0035 | Sidewalk, Rem | 2040055 | 370.720 | Syd | | 370.720 | 370.720 | 100% | 9.00000 | \$3,336.48 |
| 0040 | Exploratory Investigation, Vertical | 2040080 | 0.000 | Ft | | 0.000 | | | 125.00000 | |
| 0045 | _ Driveway, Rem | 2047011 | 125.220 | Syd | | 125.220 | 125.220 | 100% | 9.00000 | \$1,126.98 |
| 0050 | Ero Con, Inlet Protection, Fabric Drop | 2080020 | 0.000 | Ea | | 0.000 | | | 90.00000 | |
| 0055 | Aggregate Base, 9 inch | 3020022 | 256.500 | Syd | | 256.500 | 256.500 | 100% | 25.00000 | \$6,412.50 |
| 0060 | Maintenance Gravel | 3060020 | 200.000 | Ton | 200.000 | 200.000 | 200.000 | 100% | 20.00000 | \$4,000.00 |
| 0065 | _ Sanitary Lead Repair | 4027050 | 0.000 | Ea | | 0.000 | | | 1,000.00000 | |
| 0070 | Underdrain, Subgrade, 6 inch | 4040073 | 26.000 | Ft | | 26.000 | 26.000 | 100% | 20.00000 | \$520.00 |
| 0075 | Lane Tie, Epoxy Anchored | 6030030 | 208.000 | Ea | | 208.000 | 208.000 | 100% | 5.00000 | \$1,040.00 |
| 0080 | Pavt Repr, Nonreinf Conc, 7 inch | 6030042 | 0.000 | Syd | | 0.000 | | | 55.00000 | |
| 0085 | Pavt Repr, Nonreinf Conc, 9 inch | 6030046 | 205.920 | Syd | | 205.920 | 205.920 | 100% | 75.00000 | \$15,444.00 |
| 0090 | Pavt Repr, Rem | 6030080 | 205.920 | Syd | | 205.920 | 205.920 | 100% | 10.00000 | \$2,059.20 |
| 0095 | Driveway, Nonreinf Conc, 6 inch | 8010005 | 106.650 | Syd | | 106.650 | 106.650 | 100% | 50.00000 | \$5,332.50 |
| 0100 | Driveway, Nonreinf Conc, 8 inch | 8010007 | 18.570 | Syd | | 18.570 | 18.570 | 100% | 70.00000 | \$1,299.90 |
| 0105 | Detectable Warning Surface | 8030010 | 0.000 | Ft | | 0.000 | | | 40.00000 | |
| 0110 | Sidewalk Ramp, Conc, 4 inch | 8030034 | 0.000 | Sft | | 0.000 | | | 5.00000 | |
| 0115 | Sidewalk Ramp, Conc, 6 inch | 8030036 | 0.000 | Sft | | 0.000 | | | 6.00000 | |
| 0120 | Sidewalk, Conc, 4 inch | 8030044 | 3,336.510 | Sft | | 3,336.510 | 3,336.510 | 100% | 4.50000 | \$15,014.30 |
| 0125 | Sidewalk, Conc, 6 inch | 8030046 | 0.000 | Sft | | 0.000 | | | 4.75000 | |
| 0130 | Sidewalk, Conc, 8 inch | 8030048 | 0.000 | Sft | | 0.000 | | | 7.50000 | |
| 0135 | _ Traffic Control | 8127051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 30,000.00000 | \$30,000.00 |
| 0140 | _ Proposed Trees | 8157050 | 17.000 | Ea | 17.000 | 17.000 | 17.000 | 100% | 500.00000 | \$8,500.00 |

Contract: .0160-0446

Estimate: 4

Page 1 of 3



Construction Pay Estimate Amount Balance Report

Estimate: 4

9/3/2024 11:02 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: Vernier, WCL to Mack

Category: 0000,

| Prop. Line | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|------------|---|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0145 | Sodding | 8160055 | 2,265.610 | Syd | 1,410.000 | 2,265.610 | 2,265.610 | 100% | 5.00000 | \$11,328.05 |
| 0150 | Topsoil Surface, Furn, 3 inch | 8160061 | 2,265.610 | Syd | 1,410.000 | 2,265.610 | 2,265.610 | 100% | 4.00000 | \$9,062.44 |
| 0155 | Water, Sodding/Seeding | 8160090 | 0.000 | Unit | | 0.000 | | | 75.00000 | |
| 0160 | Gate Valve, 8 inch | 8230062 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 2,000.00000 | \$12,000.00 |
| 0165 | Gate Well, Rem | 8230076 | 5.000 | Ea | | 5.000 | 5.000 | 100% | 475.00000 | \$2,375.00 |
| 0170 | Hydrant, Rem | 8230091 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 475.00000 | \$2,850.00 |
| 0175 | Water Main, 8 inch, Cut and Plug | 8230132 | 2.000 | Ea | 2.000 | 2.000 | 2.000 | 100% | 327.00000 | \$654.00 |
| 0180 | Water Serv | 8230240 | 27.000 | Ea | | 27.000 | 27.000 | 100% | 800.00000 | \$21,600.00 |
| 0185 | Water Serv, Long | 8230245 | 1.000 | Ea | | 1.000 | 1.000 | 100% | 1,500.00000 | \$1,500.00 |
| 0190 | Gate Well, 60 inch dia | 8230360 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 2,900.00000 | \$17,400.00 |
| 0195 | _ Irrigation Pipe, Furn and Install | 8237001 | 0.000 | Ft | | 0.000 | | | 0.01000 | |
| 0200 | _ Water Main, HDPE, DR11, 8 inch, Pipe Bur st | 8237001 | 3,187.900 | Ft | 76.000 | 3,187.900 | 3,187.900 | 100% | 95.00000 | \$302,850.50 |
| 0205 | _ Fire Hydrant Assembly | 8237050 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 5,100.00000 | \$30,600.00 |
| 0210 | _ Gate Well Cover, GPW | 8237050 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 488.00000 | \$2,928.00 |
| 0215 | _ Sprinkler Head | 8237050 | 0.000 | Ea | | 0.000 | | | 0.01000 | |
| 0220 | _ Sprinkler Head, Adj | 8237050 | 0.000 | Ea | | 0.000 | | | 0.01000 | |
| 0225 | _ Water Main Connection, 6 inch | 8237050 | 2.000 | Ea | 1.000 | 2.000 | 2.000 | 100% | 2,100.00000 | \$4,200.00 |
| 0230 | _ Water Main Connection, 8 inch | 8237050 | 4.000 | Ea | 1.000 | 4.000 | 4.000 | 100% | 2,100.00000 | \$8,400.00 |
| 0235 | _ Water Serv, Modified | 8237050 | 29.000 | Ea | | 29.000 | 29.000 | 100% | 580.00000 | \$16,820.00 |
| 0240 | _ Water Serv, Special | 8237050 | 1.000 | Ea | | 0.000 | | | 2,980.00000 | |
| 0245 | _ Temporary Water Service | 8237051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 25,000.00000 | \$25,000.00 |
| 0250 | _ Rubbish Pickup | 8507051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 500.00000 | \$500.00 |
| 0255 | _ Curb Stop ('23/'24 pricing) | 8237050 | 3.000 | Ea | 2.000 | 3.000 | 3.000 | 100% | 400.00000 | \$1,200.00 |
| 0260 | _ Water Serv ('23/'24 Pricing) | 8237050 | 0.000 | Ea | | 0.000 | | | 1,050.00000 | |
| 0265 | _ Water Serv, Long ('23/'24 Pricing) | 8237050 | 1.000 | Ea | 1.000 | 1.000 | 1.000 | 100% | 1,750.00000 | \$1,750.00 |
| 0270 | _ Water Serv, Special ('23/'24 Pricing) | 8237050 | 2.000 | Ea | 1.000 | 2.000 | 2.000 | 100% | 4,980.00000 | \$9,960.00 |
| 0275 | _ Dentist Fire Line | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 3,500.00000 | \$3,500.00 |
| 0280 | _ Gas Main Removal (1 of 3) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 500.00000 | \$500.00 |

Contract: .0160-0446

Estimate: 4

Page 2 of 3



Construction Pay Estimate Amount Balance Report

Estimate: 4

Anderson, Eckstein and Westrick, Inc.

9/3/2024 11:02 AM

FieldManager 5.3c

Project: Vernier, WCL to Mack

Category: 0000,

| Prop. Line | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|------------|---|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0285 | _ Hydrant Extension | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 900.00000 | \$900.00 |
| 0290 | _ Gas Main Removal (2 of 3) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 500.00000 | \$500.00 |
| 0295 | _ Abandoned Box Culvert (1 of 2) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 10,000.00000 | \$10,000.00 |
| 0300 | _ WM Additional Depth | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 15,000.00000 | \$15,000.00 |
| 0305 | _ Gas Main Removal (3 of 3) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 500.00000 | \$500.00 |
| 0310 | _ Encountered Ductile Fitting | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 1,500.00000 | \$1,500.00 |
| 0315 | _ Gate Well Structure Extensions (1 of 2) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 1,500.00000 | \$1,500.00 |
| 0320 | _ Abandoned Box Culvert (2 of 2) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 10,000.00000 | \$10,000.00 |
| 0325 | _ Gate Well Structure Extensions (2 of 2) | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 1,500.00000 | \$1,500.00 |
| 0330 | _ Funeral Home 4 inch service | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 2,500.00000 | \$2,500.00 |
| 0335 | _ 2 inch blvd sprinkler service | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 500.00000 | \$500.00 |
| 0340 | _ Pool Deck Repair | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 2,561.00000 | \$2,561.00 |
| 0345 | _ CB Repair 774 Woods | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 3,400.00000 | \$3,400.00 |
| 0350 | _ Water Containment System and Connections | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 11,200.00000 | \$11,200.00 |
| 0355 | _ Install manifold and reconfigure filter room piping | 1027051 | 1.000 | LS | 1.000 | 1.000 | 1.000 | 100% | 16,100.00000 | \$16,100.00 |

Subtotal for Category 0000: 744726.85

Subtotal for Project Vernier: 744726.85

Percentage of Contract Completed(curr): 100%
 (total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$126,455.00

Total Amount Earned To Date: \$744,726.85

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond No.: 7314482

PROJECT: *(Name and address)*
Vernier Road Water Main
Replacement, AEW Project No.
0160-0446

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

TO OWNER: *(Name and address)*
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397

CONTRACT DATED: 6/6/2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

. SURETY,

on bond of
(Insert name and address of Contractor)

Fontana Construction, Inc.
6340 Sims Drive
Sterling Heights, MI 48313

. CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

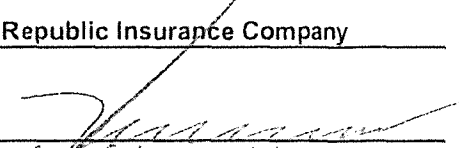
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397

. OWNER,

as set forth in said Surety's bond.

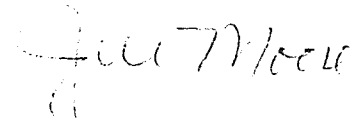
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **03 September 2024**
(Insert in writing the month followed by the numeric date and year.)

Old Republic Insurance Company
(Surety)


(Signature of authorized representative)

Nicholas Ashburn, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Michael D. Lechner, Robert D. Heuer, Mark T. Madden, Holly Nichols, Nicholas Ashburn, Jason Rogers of Rochester, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surely, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of June, 2024.

[Signature of Karen J. Haffner]
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

[Signature of Alan Pavlic]
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of June, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument.

and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



[Signature of Kathryn R. Pearson]
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE (Explanation of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 3rd day of September, 2024.

46-5332

[Signature of Karen J. Haffner]
Assistant Secretary

ORSC 11008 (6-93)

Guy Hurley Insurance & Surety Services

SWORN STATEMENT

State of Michigan

County of MACOMB } §

FRANK GIANNETTI, being duly sworn, states the following:

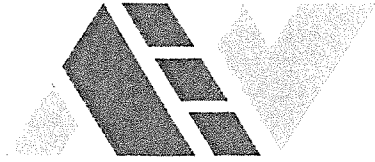
FONTANA CONSTRUCTION, INC.

is the (contractor)(subcontractor) for an improvement to the following real property in MACOMB County, Michigan, described as follows: Vernier Road water main replacement
AEW PROJECT NO. 0160-0446

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

| Name Address and Phone Number of Subcontractor, Supplier or Laborer | Type of Improvement Furnished | Total Contract Price | Amount Already Paid | Amount Currently Owning | Balance to complete (optional) | Amount of Laborer Wages Due but unpaid | Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid |
|---|-------------------------------|----------------------|---------------------|-------------------------|--------------------------------|--|---|
| | | | | \$0.00 | | | |
| ALL LABOR PAID IN FULL | | | | | | | |
| ALL MATERIAL TAKEN FROM PULLY | | | | | | | |
| PAID STOCK | | | | | | | |
| Totals | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

(Some columns may not be applicable to all persons listed)



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

August 23, 2024

Steven Schmidt, Controller
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

Reference: Pay Estimate 07 - Fiscal Year End
Roslyn Rd Water Main & Resurfacing Project
City of Grosse Pointe Woods
AEW Project No. 0160-0464

Dear Mr. Schmidt:

Enclosed please find Construction Pay Estimate No. 7 for the above referenced project. For work performed through Fiscal Year End June 30, 2024 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$27,423.25** to Pamar Enterprises, Inc., 31604 Pamar Ct, New Haven, MI 48048

If you have questions or require additional information, please contact our office.

Sincerely,

Signed by:
Ross T. Wilberding
205B23CECB0242B...

Ross T. Wilberding, PE
Project Manager

PO 47945
203-451-977.804 \$ 6,855.81
592-537-977.300 \$ 20,567.44

ok - J.K.
SS

cc: Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
Matt Biscorner, Pamar Enterprises, Inc.
Scott Lockwood, AEW, Inc.
Paul Antolin, Grosse Pointe Woods

FS 9-4261



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/23/2024 7:54 AM
FieldManager 5.3c

Contract: .0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)

| Estimate No. | Estimate Date | Entered By | Estimate Type | Managing Office |
|---|---------------|----------------------------------|--|---------------------------------------|
| 7 | 6/30/2024 | Michelle Ankawi | Semi-Monthly | Anderson, Eckstein and Westrick, Inc. |
| All Contract Work Completed | | Construction Started Date | Prime Contractor | |
| | | 8/18/2023 | Pamar Enterprises, Inc. 31604 Pamar Court New Haven MI 48048 | |
| Comments | | | | |
| Current COntract Amount: \$2,136,185.30 % Completed: 99% | | | | |

Item Usage Summary

Project: 0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)
Category: 0000,

| Item Description | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price | Dollar Amount |
|--|------|-----------|-----------|------------------|-----------|----------|----------|------------|---------------|
| Curb and Gutter, Rem | Ft | 2040020 | 0045 | 0045 | 00 | 000 | 348.100 | 10.00 | \$3,481.00 |
| _ Driveway, Rem | Syd | 2047011 | 0065 | 0065 | 00 | 000 | 144.980 | 17.00 | \$2,464.66 |
| _ Catch Basin Cover, Restricted, GPW | Ea | 4037050 | 0165 | 0165 | 00 | 000 | 24.000 | 600.00 | \$14,400.00 |
| HMA Surface, Rem | Syd | 5010005 | 0200 | 0200 | 00 | 000 | 115.330 | 3.50 | \$403.66 |
| Hand Patching | Ton | 5010025 | 0205 | 0205 | 00 | 000 | 18.000 | 225.00 | \$4,050.00 |
| HMA, 4EML | Ton | 5012025 | 0210 | 0210 | 00 | 000 | -18.000 | 119.45 | \$-2,150.10 |
| _ Geosynthetic Paving Fabric | Syd | 5017011 | 0230 | 0230 | 00 | 000 | 283.000 | 4.17 | \$1,180.11 |
| _ Driveway, Nonreinf Conc, 6 inch, Modifie d | Syd | 8017011 | 0245 | 0245 | 00 | 000 | 5.000 | 57.00 | \$285.00 |
| _ Driveway, Nonreinf Conc, 8 inch, Modifie d | Syd | 8017011 | 0250 | 0250 | 00 | 000 | -9.060 | 68.00 | \$-616.08 |
| _ Curb and Gutter, Conc, Det F2, Modified | Ft | 8027001 | 0260 | 0260 | 00 | 000 | 19.000 | 25.00 | \$475.00 |
| Water, Sodding/Seeding | Unit | 8160090 | 0320 | 0320 | 00 | 000 | 30.000 | 15.00 | \$450.00 |
| Water Serv | Ea | 8230240 | 0360 | 0360 | 00 | 000 | 2.000 | 1,500.00 | \$3,000.00 |

Subtotal for Category 0000: \$27,423.25

Subtotal for Project 0160-0464: \$27,423.25

Total Estimated Item Payment: \$27,423.25

Pre-Voucher Summary

| Project | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount |
|--|-------------|--------------|----------------------|--------------------|
| 0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack) | 0007 | \$27,423.25 | \$0.00 | \$27,423.25 |
| Voucher Total: | | | | \$27,423.25 |



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/23/2024 7:54 AM

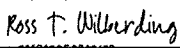
FieldManager 5.3c

Summary

| | | | |
|---------------------------------|--------------------|----------------------------------|-----------------------|
| Current Voucher Total: | \$27,423.25 | Earnings to date: | \$2,111,185.31 |
| -Current Retainage: | \$0.00 | - Retainage to date: | \$5,000.00 |
| -Current Liquidated Damages: | \$0.00 | - Liquidated Damages to date: | \$0.00 |
| -Current Adjustments: | \$0.00 | - Adjustments to date: | \$0.00 |
| Total Estimated Payment: | \$27,423.25 | Net Earnings to date: | \$2,106,185.31 |
| | | - Payments to date: | \$2,078,762.06 |
| | | Net Earnings this period: | \$27,423.25 |

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

Signed by:


Ross T. Wilberding

08/23/2024

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 7:54 AM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

Contract: .0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)

Project: 0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)

Category: 0000,

| Prop. Line | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|------------|--|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0005 | _ Reimbursed Permit Fees | 1077060 | 2,475.000 | Dir | | 2,475.000 | 2,475.000 | 100% | 1.00000 | \$2,475.00 |
| 0010 | Mobilization, Max \$55,000 | 1100001 | 1.000 | LS | | 1.000 | 1.000 | 100% | 55,000.00000 | \$55,000.00 |
| 0015 | Tree, Rem, 19 inch to 36 inch | 2020002 | 10.000 | Ea | | 10.000 | 10.000 | 100% | 2,200.00000 | \$22,000.00 |
| 0020 | Tree, Rem, 37 inch or Larger | 2020003 | 1.000 | Ea | | 1.000 | 1.000 | 100% | 3,500.00000 | \$3,500.00 |
| 0025 | Tree, Rem, 6 inch to 18 inch | 2020004 | 29.000 | Ea | | 29.000 | 29.000 | 100% | 350.00000 | \$10,150.00 |
| 0030 | Dr Structure, Abandon | 2030010 | 0.000 | Ea | | 0.000 | | | 350.00000 | |
| 0035 | Dr Structure, Rem | 2030011 | 0.000 | Ea | | 0.000 | | | 650.00000 | |
| 0040 | Sewer, Rem, Less than 24 inch | 2030015 | 78.000 | Ft | | 78.000 | 78.000 | 100% | 15.00000 | \$1,170.00 |
| 0045 | Curb and Gutter, Rem | 2040020 | 4,460.900 | Fl | 348.100 | 4,460.900 | 4,460.900 | 100% | 10.00000 | \$44,609.00 |
| 0050 | Pavt, Rem | 2040050 | 444.700 | Syd | | 444.700 | 444.700 | 100% | 18.00000 | \$8,004.60 |
| 0055 | Sidewalk, Rem | 2040055 | 806.890 | Syd | | 806.890 | 806.890 | 100% | 16.00000 | \$12,910.24 |
| 0060 | Exploratory Investigation, Vertical | 2040080 | 0.000 | Ft | | 0.000 | | | 65.00000 | |
| 0065 | _ Driveway, Rem | 2047011 | 944.740 | Syd | 144.980 | 944.740 | 944.740 | 100% | 17.00000 | \$16,060.58 |
| 0070 | _ Subgrade Undercutting, Modified | 2057021 | 9.170 | Cyd | | 9.170 | 9.170 | 100% | 55.00000 | \$504.35 |
| 0075 | _ Subgrade Undercutting, Special | 2057021 | 0.000 | Cyd | | 0.000 | | | 55.00000 | |
| 0080 | Ero Con, Inlet Protection, Fabric Drop | 2080020 | 26.000 | Ea | | 26.000 | 26.000 | 100% | 65.00000 | \$1,690.00 |
| 0085 | Aggregate Base | 3020001 | 0.000 | Ton | | 0.000 | | | 50.00000 | |
| 0090 | Aggregate Base, 6 inch | 3020016 | 1,491.240 | Syd | | 1,491.240 | 1,491.240 | 100% | 13.00000 | \$19,386.12 |
| 0095 | Aggregate Base, 11 inch | 3020028 | 134.500 | Syd | | 134.500 | 134.500 | 100% | 20.00000 | \$2,690.00 |
| 0100 | Aggregate Base, Conditioning | 3020050 | 0.000 | Syd | | 0.000 | | | 2.00000 | |
| 0105 | Maintenance Gravel | 3060020 | 0.000 | Ton | | 0.000 | | | 10.00000 | |
| 0110 | _ Trenching, Modified | 3077002 | 40.690 | Sta | | 40.690 | 40.690 | 100% | 500.00000 | \$20,345.00 |
| 0115 | Sewer, Cl IV, 12 inch, Tr Det B | 4020987 | 78.000 | Ft | | 78.000 | 78.000 | 100% | 182.00000 | \$14,196.00 |
| 0120 | _ Post-TV Sewer Laterals | 4027050 | 68.000 | Ea | | 68.000 | 68.000 | 100% | 195.00000 | \$13,260.00 |
| 0125 | _ Pre-TV Sewer Laterals | 4027050 | 9.000 | Ea | | 9.000 | 9.000 | 100% | 195.00000 | \$1,755.00 |
| 0130 | _ Sanitary Lead Repair | 4027050 | 4.000 | Ea | | 4.000 | 4.000 | 100% | 750.00000 | \$3,000.00 |
| 0135 | _ Sewer Bulkhead, 10 inch | 4027050 | 0.000 | Ea | | 0.000 | | | 250.00000 | |
| 0140 | Dr Structure Cover, Adj, Case 1 | 4030005 | 40.000 | Ea | | 40.000 | 40.000 | 100% | 800.00000 | \$32,000.00 |
| 0145 | Dr Structure Cover, Adj, Case 2 | 4030006 | 0.000 | Ea | | 0.000 | | | 750.00000 | |

Contract: .0160-0464

Estimate: 7

Page 1 of 4



Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 7:54 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)

Category: 0000,

| Prop. Line | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|------------|---|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|-------------|--------------------------|
| 0150 | Dr Structure, 24 inch dia | 4030200 | | Ea | | 0.000 | | | 3,200.00000 | |
| 0155 | Dr Structure, 48 inch dia | 4030210 | | Ea | | 0.000 | | | 4,500.00000 | |
| 0160 | Dr Structure, Tap, 12 inch | 4030312 | | Ea | | 6.000 | 6.000 | 100% | 550.00000 | \$3,300.00 |
| 0165 | _ Catch Basin Cover, Restricted, GPW | 4037050 | | Ea | 24.000 | 24.000 | 24.000 | 100% | 600.00000 | \$14,400.00 |
| 0170 | _ Combined Manhole Cover, GPW | 4037050 | | Ea | 1.000 | 1.000 | 1.000 | 100% | 600.00000 | \$600.00 |
| 0175 | _ Dr Structure Trap, 12 inch | 4037050 | | Ea | | 0.000 | | | 700.00000 | |
| 0180 | _ External Structure Wrap, 18 inch | 4037050 | | Ea | 37.000 | 37.000 | 37.000 | 100% | 550.00000 | \$20,350.00 |
| 0185 | Underdrain, Subgrade, 4 inch | 4040071 | | Ft | 62.000 | 62.000 | 62.000 | 100% | 18.00000 | \$1,116.00 |
| 0190 | _ Pop-Up Emitter, Storm Drain, Residential | 4047050 | | Ea | 5.000 | 5.000 | 5.000 | 100% | 350.00000 | \$1,750.00 |
| 0195 | Pavt, Cleaning | 5010001 | | LS | 1.000 | 1.000 | 1.000 | 100% | 500.00000 | \$500.00 |
| 0200 | HMA Surface, Rem | 5010005 | 1,081.700 | Syd | 115.330 | 1,081.700 | 1,081.700 | 100% | 3.50000 | \$3,785.96 |
| 0205 | Hand Patching | 5010025 | 18.000 | Ton | 18.000 | 18.000 | 18.000 | 100% | 225.00000 | \$4,050.00 |
| 0210 | HMA, 4EML | 5012025 | 251.900 | Ton | -18.000 | 251.900 | 251.900 | 100% | 119.45000 | \$30,089.46 |
| 0215 | HMA, 5EML | 5012037 | 1,079.350 | Ton | | 1,079.350 | 1,079.350 | 100% | 123.85000 | \$133,677.50 |
| 0220 | _ Cold Milling Pavt | 5017011 | 2,373.610 | Syd | | 2,373.610 | 2,373.610 | 100% | 3.75000 | \$8,901.04 |
| 0225 | _ Cold Milling Pavt, Modified | 5017011 | 5,290.970 | Syd | | 5,290.970 | 5,290.970 | 100% | 4.17000 | \$22,063.34 |
| 0230 | _ Geosynthetic Paving Fabric | 5017011 | 9,133.000 | Syd | 283.000 | 9,133.000 | 9,133.000 | 100% | 4.17000 | \$38,084.61 |
| 0235 | _ HMA, 4EML, Wedge Cse | 5017031 | 225.290 | Ton | | 225.290 | 225.290 | 100% | 190.00000 | \$42,805.10 |
| 0240 | _ Curb and Gutter, Conc Base Cse | 6027021 | 62.500 | Cyd | | 62.500 | 62.500 | 100% | 416.00000 | \$26,000.00 |
| 0245 | _ Driveway, Nonreinf Conc, 6 inch, Modified | 8017011 | 916.740 | Syd | 5.000 | 916.740 | 916.740 | 100% | 57.00000 | \$52,254.18 |
| 0250 | _ Driveway, Nonreinf Conc, 8 inch, Modified | 8017011 | 28.000 | Syd | -9.060 | 28.000 | 28.000 | 100% | 68.00000 | \$1,904.00 |
| 0255 | Driveway Opening, Conc, Det M | 8020050 | 39.000 | Ft | | 39.000 | 39.000 | 100% | 35.00000 | \$1,365.00 |
| 0260 | _ Curb and Gutter, Conc, Det F2, Modified | 8027001 | 4,299.000 | Ft | 19.000 | 4,299.000 | 4,299.000 | 100% | 25.00000 | \$107,475.00 |
| 0265 | Detectable Warning Surface | 8030010 | 95.600 | Ft | | 95.600 | 95.600 | 100% | 90.00000 | \$8,604.00 |
| 0270 | Curb Ramp Opening, Conc | 8030030 | 122.900 | Ft | | 122.900 | 122.900 | 100% | 65.00000 | \$7,988.50 |
| 0275 | Sidewalk, Conc, 4 inch | 8030044 | 6,166.160 | Sft | | 6,166.160 | 6,166.160 | 100% | 6.00000 | \$36,996.96 |
| 0280 | Sidewalk, Conc, 6 inch | 8030046 | 240.980 | Sft | | 240.980 | 240.980 | 100% | 7.00000 | \$1,686.86 |

Contract: .0160-0464

Estimate: 7

Page 2 of 4



Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 7:54 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)

Category: 0000,

| Prop. LIne | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|------------|--|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0285 | Sidewalk, Conc, 8 inch | 8030048 | 223.500 | Sft | | 223.500 | 223.500 | 100% | 8.00000 | \$1,788.00 |
| 0290 | Curb Ramp, Conc, 4 inch | 8032001 | 1,015.550 | Sft | | 1,015.550 | 1,015.550 | 100% | 26.00000 | \$26,404.30 |
| 0295 | _ Curb Ramp, Conc, 8 Inch | 8037010 | 785.950 | Sft | | 785.950 | 785.950 | 100% | 28.00000 | \$22,006.60 |
| 0300 | _ Traffic Control, Minor Street | 8127051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 48,000.00000 | \$48,000.00 |
| 0305 | _ Proposed Trees | 8157050 | 50.000 | Ea | | 0.000 | | | 500.00000 | |
| 0310 | Sodding | 8160055 | 2,885.410 | Syd | | 2,885.410 | 2,885.410 | 100% | 5.00000 | \$14,427.05 |
| 0315 | Topsoil Surface, Furn, 3 inch | 8160061 | 2,885.410 | Syd | | 2,885.410 | 2,885.410 | 100% | 6.00000 | \$17,312.46 |
| 0320 | Water, Sodding/Seeding | 8160090 | 30.000 | Unit | 30.000 | 30.000 | 30.000 | 100% | 15.00000 | \$450.00 |
| 0325 | _ Staking First Row of Sod | 8167001 | 4,624.000 | Ft | | 4,624.000 | 4,624.000 | 100% | 2.00000 | \$9,248.00 |
| 0330 | Gate Valve, 8 inch | 8230062 | 2.000 | Ea | | 2.000 | 2.000 | 100% | 5,000.00000 | \$10,000.00 |
| 0335 | Gate Well, Abandon | 8230075 | 0.000 | Ea | | 0.000 | | | 150.00000 | |
| 0340 | Gate Well, Rem | 8230076 | 2.000 | Ea | | 2.000 | 2.000 | 100% | 200.00000 | \$400.00 |
| 0345 | Hydrant, Rem | 8230091 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 550.00000 | \$3,300.00 |
| 0350 | Water Main, 8 inch, Cut and Plug | 8230132 | 0.000 | Ea | | 0.000 | | | 550.00000 | |
| 0355 | Water Main, DI, 8 inch, Tr Det G | 8230156 | 42.000 | Ft | | 42.000 | 42.000 | 100% | 280.00000 | \$11,760.00 |
| 0360 | Water Serv | 8230240 | 2.000 | Ea | 2.000 | 2.000 | 2.000 | 100% | 1,500.00000 | \$3,000.00 |
| 0365 | Water Serv, Long | 8230245 | 0.000 | Ea | | 0.000 | | | 2,800.00000 | |
| 0370 | Gate Well, 60 inch dia | 8230360 | 2.000 | Ea | | 2.000 | 2.000 | 100% | 5,000.00000 | \$10,000.00 |
| 0375 | Water Shutoff, Adj, Case 2 | 8230422 | 0.000 | Ea | | 0.000 | | | 250.00000 | |
| 0380 | _ Irrigation Pipe | 8237001 | 345.000 | Fl | | 345.000 | 345.000 | 100% | 6.50000 | \$2,242.50 |
| 0385 | _ Water Main, HDPE, DR 11, 8 inch, Pipe Bu rst | 8237001 | 2,987.600 | Ft | | 2,987.600 | 2,987.600 | 100% | 280.00000 | \$836,528.00 |
| 0390 | _ Fire Hydrant Assembly | 8237050 | 6.000 | Ea | | 6.000 | 6.000 | 100% | 11,500.00000 | \$69,000.00 |
| 0395 | _ Gate Well Cover, GPW | 8237050 | 2.000 | Ea | | 2.000 | 2.000 | 100% | 500.00000 | \$1,000.00 |
| 0400 | _ Sprinkler Head | 8237050 | 51.000 | Ea | | 51.000 | 51.000 | 100% | 95.00000 | \$4,845.00 |
| 0405 | _ Sprinkler Head, Adj | 8237050 | 0.000 | Ea | | 0.000 | | | 50.00000 | |
| 0410 | _ Water Main Connection, 8 inch | 8237050 | 2.000 | Ea | | 2.000 | 2.000 | 100% | 7,500.00000 | \$15,000.00 |
| 0415 | _ Water Serv, Modified | 8237050 | 139.000 | Ea | | 139.000 | 139.000 | 100% | 550.00000 | \$76,450.00 |
| 0420 | _ Water Serv, Special | 8237050 | 2.000 | Ea | | 2.000 | 2.000 | 100% | 8,800.00000 | \$17,600.00 |

Contract: .0160-0464

Estimate: 7

Page 3 of 4



Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 7:54 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0464, Roslyn WM & HMA Resurfacing (Marter-Mack)

Category: 0000,

| Prop. Line | Item Description | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|--|--|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0425 | _ Temporary Water Service | 8237051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 55,000.00000 | \$55,000.00 |
| 0430 | _ Audio Visual Record of Construction Area | 8507051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 870.00000 | \$870.00 |
| 0435 | _ Rubbish Pickup | 8507051 | 1.000 | LS | | 1.000 | 1.000 | 100% | 100.00000 | \$100.00 |
| Subtotal for Category 0000: | | | | | | | | | | 2111185.31 |
| Subtotal for Project 0160-0464: | | | | | | | | | | 2111185.31 |

Percentage of Contract Completed(curr): 99%
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$27,423.25

Total Amount Earned To Date: \$2,111,185.31

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 550
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: Frank Schulte, City Administrator

September 01, 2024
Client: 000896
Matter: 000000
Invoice #: 126446

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative to the above matter:

TOTAL \$131.25

101-266-810-000
FS 9-6-24

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 550
SOUTHFIELD, MICHIGAN 48076
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FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: Frank Schulte, City Administrator

September 01, 2024
Client: 000896
Matter: 000000
Invoice #: 126446

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through August 31, 2024

| DATE | ATTY | DESCRIPTION | HOURS |
|----------------|------|--|----------|
| 8/22/2024 | GSR | Attention to review of correspondence regarding pending labor matter and telephone discussion with Ms. Como. | 0.75 |
| Total Services | | | \$131.25 |

| ATTORNEY | HOURS | RATE | AMOUNT |
|--------------------|-------|----------|----------|
| GSR GOURI SASHITAL | 0.75 | \$175.00 | \$131.25 |

Total Amount Due \$131.25



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Frank Schulte
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

August 26, 2024
Invoice No: 21849 - 94

Project 21849 Grosse Pointe Woods Building Services

Professional Services from July 1, 2024 to July 31, 2024

Building Department Services - 85% of Revenue

Contract Amount

| | |
|--------------------------|-----------|
| Number of Permit Revenue | 58,098.00 |
| Fee Each | .85 |
| Total Fee | 49,383.30 |

Total Fee \$49,383.30

Vehicle Credit (500.00)

Total (\$500.00)

General Zoning/Administration

General Zoning/Administration professional services.

| | Hours | Amount |
|-------------------|-------|-------------|
| Associate Planner | | |
| | 20.00 | |
| Total | | 0.00 |

Invoice Total \$48,883.30

THANK YOU. Please remit to above address and indicate project number on voucher.

SS
KR 8-27-24
101-371-818.000



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Frank Schulte
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

August 11, 2024
Invoice No: 22-064 - 29

Project 22-064 Grosse Pointe Woods Planning Services
Professional Services from July 1, 2024 to July 31, 2024

Professional Hourly Services

| | Hours | Rate | Amount |
|--|-------|----------------------|--------------------------|
| Associate Planner | | | |
| | 2.00 | 90.00 | 180.00 |
| Address planning and development questions from Stucky Vitale regarding a number of ongoing projects: Ahee, Big Boy/Daily Jam/ Eastside Dermatology etc. | | | |
| | 1.00 | 90.00 | 90.00 |
| Address planning questions regarding the renovation of 20331 Mack Ave. | | | |
| Communicate with Clerk's office regarding material for review by Council. | | | |
| | 2.50 | 90.00 | 225.00 |
| Prepare information on SDM Licensing zoning requirements and lot splits. Attend meeting with administration and the city attorney regarding city-owned green spaces and liquor licenses. | | | |
| | 3.25 | 90.00 | 292.50 |
| Prepare for and attend the July 23, 2024 Planning Commission meeting. | | | |
| | 4.50 | 90.00 | 405.00 |
| Prepare, post on municode, and distribute the July 23, 2024 Planning Commission packet material. | | | |
| Total | | | \$1,192.50 |
| | | Invoice Total | <u><u>\$1,192.50</u></u> |

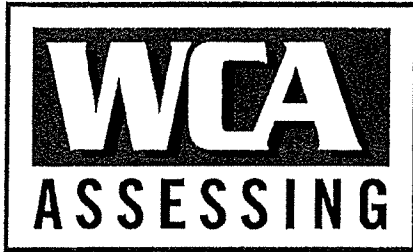
Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|------------|
| 28 | 7/16/2024 | 1,942.50 |
| Total | | \$1,942.50 |

THANK YOU. Please remit to above address and indicate project number on voucher.

SS
AJ 8-27-24

101-371-818.000



August 19, 2024

Invoice 081924

City of Grosse Pointe Woods
Accounts Payable
20025 Mack
Grosse Pointe Woods, MI 48236

101-257-818000
SS
FS 8-21-24

RE: Septmebe 2024 Services

| | |
|--|--------------------|
| For contract assessing services rendered: | |
| Contract Fee (\$86,107 ÷ 12)..... | <u>\$ 7,175.58</u> |
| TOTAL AMOUNT DUE | \$ 7,175.58 |

Respectfully submitted,

Lynette Hobyak
Business Manager

38110 N. Executive Drive, Suite 100
Westland, MI 48185

734-595-7727 Office
734-595-7736 Fax

York, Dolan & Tomlinson, P.C.

INVOICE

22600 Hall Road, Ste. 205
Clinton Township, MI 48036

Invoice # 219
Date: 09/03/2024
Due On: 10/03/2024

City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

00008-City of Grosse Pointe Woods

Prosecutions

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|--|----------|-----------------|-------------------|
| Service | 08/02/2024 | Rec and Rev email from court | 0.20 | \$155.00 | \$31.00 |
| Service | 08/09/2024 | Rec and Rev email from court | 0.20 | \$155.00 | \$31.00 |
| Service | 08/09/2024 | Prepare and attend municipal prosecutions | 2.00 | \$155.00 | \$310.00 |
| Service | 08/12/2024 | TC w/ DB Adams re: defrauding an Innkeeper | 0.20 | \$155.00 | \$31.00 |
| Service | 08/12/2024 | Rec and Rev email re: N. Renaud overgrowth; Research; TC w/ Schulte | 0.30 | \$155.00 | \$46.50 |
| Service | 08/12/2024 | P v Potis - Rec and Rev AG corresp. re: Petition to Set Aside conviction | 0.20 | \$155.00 | \$31.00 |
| Service | 08/14/2024 | Prepare and attend municipal prosecutions | 2.00 | \$155.00 | \$310.00 |
| Service | 08/19/2024 | P v Pace - TC w/ Defendant | 0.20 | \$155.00 | \$31.00 |
| Service | 08/19/2024 | P v Walton - Rec and Rev email w/ Petition to set aside conviction w/ attachments | 0.50 | \$155.00 | \$77.50 |
| Service | 08/23/2024 | Rec and Rev email from court | 0.20 | \$155.00 | \$31.00 |
| Service | 08/23/2024 | P v Lipare - Rec and Rev email w/ (7) incident reports and request for S/C; Reply email | 1.50 | \$155.00 | \$232.50 |
| Service | 08/30/2024 | Rec and Rev email from court | 0.20 | \$155.00 | \$31.00 |
| Service | 08/30/2024 | P v Cooper - Rec and Rev email form D's atty; Reply email | 0.20 | \$155.00 | \$31.00 |
| | | | | Subtotal | \$1,224.50 |

00049-City of Grosse Pointe Woods

General

| Type | Date | Notes | Quantity | Rate | Total |
|-----------------|------------|--|----------|----------|-------------------|
| Service | 08/21/2024 | TC w/ Schulte re: coyotes; Research | 1.50 | \$155.00 | \$232.50 |
| Service | 08/23/2024 | TC w/ Schulte re: coyotes | 0.20 | \$155.00 | \$31.00 |
| Service | 08/23/2024 | Rec and Rev email re: 1380 Oxford tree | 0.20 | \$155.00 | \$31.00 |
| Service | 08/26/2024 | TC w/ Schulte re: 1310 N. Renaud | 0.20 | \$155.00 | \$31.00 |
| Service | 08/27/2024 | Rec and Rev email re: 1310 N. Renaud | 0.20 | \$155.00 | \$31.00 |
| Service | 08/29/2024 | Rec and Rev email re: 1310 Renaud | 0.20 | \$155.00 | \$31.00 |
| Service | 08/30/2024 | Rec and Rev (6) emails re: 1310 N. Renaud; Reply email | 1.00 | \$155.00 | \$155.00 |
| Subtotal | | | | | \$542.50 |
| Total | | | | | \$1,767.00 |

Detailed Statement of Account

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---------------------------------|------------|------------|-------------------|-------------------|
| 219 | 10/03/2024 | \$1,767.00 | \$0.00 | \$1,767.00 |
| Outstanding Balance | | | | \$1,767.00 |
| Total Amount Outstanding | | | | \$1,767.00 |

Please make all amounts payable to: York, Dolan & Tomlinson, P.C.

Please pay within 30 days.

SS

101-266-801.000 542.50
 101-266-801.100 1224.50
 FS 9-4-24

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, on July 23, 2024, John Agnello, a student at Grosse Pointe North, along with one other concerned citizen came to the aid of a women who drove her car into the Grosse Pointe Woods Lakefront Park; and

WHEREAS, JOHN AGNELLO noticed a car flying into the water and instantly jumped into the water to save the driver. John and the other man secured her release from the vehicle via the passenger window. Having been told there was a 3 year old child in the back seat, they both ran back to the now submerged car. He grabbed a rock and broke the rear window and felt around the back seat and couldn't find anyone. Checking a few more times resulted in some injuries to him; and

WHEREAS, being a good samaritan, JOHN AGNELLO having a great concern for his fellow citizen rapidly and selflessly went to the aid of the woman who was the only passenger; and

WHEREAS, in this day and age it is truly uplifting and comforting to see complete strangers coming to the aid of a person in need.

NOW, THEREFORE, I, ARTHUR W. BRYANT, Mayor of the City of Grosse Pointe Woods, Michigan, do hereby proclaim the most grateful appreciation of our community to JOHN AGNELLO for his attentiveness and his willingness to become involved in an emergency situation. JOHN AGNELLO'S desire to come to the aid of a fellow citizen in need is an outstanding example to us all.



Arthur W. Bryant

Mayor Arthur W. Bryant
September 9, 2024

TO: Mayor Bryant and City Council Members
FROM: Debra Walling, City Attorney
RE: September 9, 2024, Public Hearing(s) on Michigan Liquor Control Commission (MLCC) Applications
DATE: September 4, 2024

In view of the unusual situation whereby two entities are requesting the City's one remaining quota liquor license, I offer the following information:

1. There is no MLCC rule or entitlement to either applicant by virtue of which entity applied first or which entity paid the application fee first.
2. The City's quota licenses are valuable economic development tools.
3. Section 4-24 (6) of the City Code, sets forth a non-exclusive list of review factors for the City Council's consideration of each applicant and application. It states the following:

(6) *Review factors.* In reviewing a request for a new license, transfers of ownership of existing licenses or transfers into the city of new on-premises licensees, the council may consider the following factors:

- a. The appropriate relationship between buildings and land uses.
- b. Total number of similar licenses in the city.
- c. Input from residents and surrounding business owners.
- d. Impact of the establishment on surrounding businesses and neighborhoods.
- e. Pedestrian and vehicular movement.
- f. Parking availability.
- g. Number of seats/occupancy compared to the surrounding area.
- h. Substantial renovation of existing buildings.
- i. Concentration of drinking establishments and impact on policing requirements.
- j. General policing requirements.
- k. Business history.
- l. Business experience.
- m. LCC violation history.
- n. Diversification of the type of commercial activity in a given area or block.
- o. Ratio of food to alcohol sales.
- p. Type or character of the establishment, e.g., full-service restaurant, "bar only" or hotel.
- q. Overall benefit of the plan to the city.
- r. The applicant's financial status and his ability to build or operate the proposed facility, including whether appropriate lease arrangements exist.
- s. The applicant's (including all individuals holding a five percent or greater interest) past criminal convictions for crimes involving moral turpitude, violence or alcohol.

- t. The uniqueness of the proposed facility when compared with other existing or proposed facilities.
- u. The permanence of the proposed establishment in the community, as evidenced by the proposed or actual commitments made by the applicant.
- v. The effect that the proposed establishment would have in contributing to the economic stability or revitalization of areas within the city.
- w. The cost burden to the city.
- x. Any other factor that may affect the health, safety and welfare or the best interests of the city and its residents.

These factors are only intended to be guidelines to assist the council in making its determination and nothing in this article shall otherwise limit the council's discretion in making its determination.

If you have any questions, please let me know.

Respectfully submitted,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Debra A. Walling

Debra A. Walling



Memorandum on Liquor License Requests

TO: Grosse Pointe Woods City Council and City Administration
FROM: Brigitte Wolf, AICP
SUBJECT: **Class C, SDM Context and Comparison**
DATE: September 5, 2024

This memo includes an overview and cross comparison of the two restaurants who have applied for a liquor license from the City of Grosse Pointe Woods. The evaluation also takes into consideration Ordinance requirements based on the request for a Class C license as well as zoning, parking and SDM buffering requirements of the City’s Zoning Ordinance.

The applicants and their respective locations include the following:

1. 20195 Mack Ave, BCM Restaurants – Branden McRill (*former Boston Market*)
2. 20710 Mack Ave, Daily Jam GP, LLC – Dan Curis (*former Big Boy*)

Originally both businesses applied for a Class C and Specially Designated Merchant (SDM) license; however, at this time, BCM Restaurants is applying for Class C and Daily Jam GP, LLC is applying for both the Class C and SDM license.

BACKGROUND

There are a variety of liquor licenses, both for retailers and manufacturers. The licenses being considered, **1) Class C** and **2) Specially Designated Merchant (SDM)**, are within the retailer tier. Retailer licenses are “quota” licenses, meaning there are a limited number of specific license types based on the population of the local municipality*. BCM Restaurants and Daily Jam are seeking the last Class C license available from the city quota. Class C quota licenses can be transferred from one local government to another and are available for purchase at the county level.

For context, the businesses with liquor licenses in GPW, including SDM license, are listed in the table on the right and the category types are explained below.

- Class C – Allows for a restaurant / bar to serve beer, wine, mixed spirit drink, and spirits to customers on site. Local legislative approval is required for issuing new licenses, but not required to transfer ownership or location of an existing license.
- Specially Designated Merchant (SDM) – This is an “off-premises” retailer license. Allows convenience stores, grocery stores, or gas stations to sell beer and wine in its original packaging to customers for consumption off the premises. An on-premises retailer (restaurant) may hold an SDM license to allow packaged

| Name | Classification |
|-------------------------------|----------------|
| Little Tony's Lounge | CC |
| Bucci | CC; SDM |
| Champs | CC |
| Telly's Place | CC |
| Mack Avenue Grille | CC |
| Churchill's Cigar Bar | CC; SDM |
| Salvatore Scallopini | CC |
| Ferlito's Family Dining | CC |
| Da Edoardo Restaurant | CC; SDM |
| Pendy's | CC |
| Crispelli's | CC |
| Garrido's Bistro | CC |
| Someday Brewing | CC |
| Woods Wholesale Wine | SDD; SDM |
| Oxford Beverage | SDD; SDM |
| Merchant's Fine Wine | SDD; SDM |
| CVS/Pharmacy #8107 | SDD;SDM |
| Fairway Packing Retail, LLC | SDM |
| Merit Woods Drugs | SDD; SDM |
| Kroger Store #454 | SDM |
| On the Run Mobile Gas Station | SDM |
| Lochmoor Club | SDM; C |



alcoholic purchases for takeout. No local legislative approval required; however, the City Zoning Ordinance (Section 50-4.9 (B)) has buffering requirements for this license type

- Specially Designated Distributor (SDD) – This is another “off-premises” retailer license that allows for the sale of spirits. These are almost always held in conjunction with SDM license.

Businesses with these licenses need permits for extended or additional activities, such as:

- Catering Permit – Allows for the sale, delivery, and service of beer, wine, and spirits at private events. In this case, alcohol is served to guests for no charge. Those with a Class C, SDM, ADD, manufacturer with on-premises tasting room permit, and other licensees many seek a catering permit. No local legislative approval required.
- Additional permits needed for additional bars, banquet facility, Sunday Sales (AM) (PM), Authorization for Outdoor Service, Beer & Wine Tasting, Dance or Entertainment, Extended Hours, etc.

* There are some exemptions from the quota; for example, in the case of SDM, exemptions are allowed if there is not the same type of business within two miles of the proposed licensed business, which does not apply here. Other exemptions for Class C apply to redevelopment or development districts (DDA) with a certain amount of investment, as well as resorts and other special development, such as universities, sporting events, or airports – these exemptions do not apply either.

Local government considerations based on the City’s Ordinance are explained in the following subsections.

ORDINANCE STANDARDS FOR LIQUOR LICENSE

In addition to Zoning standards, included below, any liquor license application must meet the standards of the Grosse Pointe Woods Ordinance Section 4-24. Application and review procedures. This information was included in the application form provided to each applicant. Additional restrictions are found in Section 4-30 as well, to ensure that the applicant not only can legally hold such a license, and that the license shall not be issued to the following:

- *“To a fast-food or drive-through type establishment or other establishment which has characteristics such as counter-only service or no wait staff,”* giving priority to full service, sit-down restaurants with a full menu and not a carry-out or fast-food restaurant. Sit-down restaurants typically contribute more to the vitality of the business district than fast food restaurants because they encourage patrons to stay in the area longer and visit other businesses either before or after dinner. Counter service that offers seating on site are not considered counter-only, carry-out, fast-food restaurants.
- *“To a person who cannot establish that a license will be used by the licensee within six months of LCC approval and will not be held for investment.”* This should be clarified at the meeting.

Based on the information provided in the application, both applicants have the potential to meet the Ordinance requirements for a Class C licensed establishment.

SPECIAL LAND USE

Beyond the licensing stipulations in the Ordinance there are additional review requirements for such businesses in the Zoning Ordinance. Restaurants serving alcohol (taverns) require special land use review within the C Commercial Business District. Either applicant would be subject to the special land use review process. This process involves site plan review, as well as a public hearing and recommended action to City Council by



Planning Commission regarding approval or denial of the application. The required contents of site plans to be reviewed are listed under 50-6.1 (G).

SDM BUFFERING REQUIREMENT

Based on the Zoning Ordinance Section 50-4.9, SDM have buffering requirements. The Planning Commission shall not approve any SDD or SDM use within the C-2 high intensity city center district if such proposed use or establishment is:

1. within a 500-foot distance from an existing SDD or SDM establishment, or
2. within a 500-foot distance from a place of worship or an elementary, junior or senior high school site.

| Location | Neighboring SDM | Place of Worship | School | Compliance |
|------------|--|------------------|--|---|
| 20195 Mack | Bucci (100 ft) | <i>None</i> | <i>None</i> | <i>Would not comply; however, no longer seeking SDM.</i> Complies |
| 20710 Mack | On the Run Mobile Gas Station (0ft); Woods Wholesale Wine (~350 ft) | <i>None</i> | Parcells Middle School (~480ft) | <i>Does not comply.</i> <i>Variance(s) needed.</i> |

Daily Jam GP, LLC is interested in continuing to pursue an SDM license for catering purposes. In addition to the special land use, multiple variances would be needed for the request at 20710 Mack Avenue.

For a variance to be granted, the applicant must prove that compliance with the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create a practical difficulty. The Zoning Board of Appeals would need to agree with a finding of practical difficulty, based on the criteria set in the Ordinance under Section 50-7.15.

PARKING

Zoning Ordinance requirement based on the land use type for establishments for sale and consumption on the premises of beverages, food or refreshments: “*One for each 200 square feet of gross floor area, plus one for each employee on the premises during the peak employment shift.*”

| Location | Required | Provided | Compliance |
|------------|---|---|---|
| 20195 Mack | Square footage of gross floor area = 2,192.016 Number of Employees (largest shift) = # 50%(11) = 5 + Employees | 10 off street parking + on-street spaces. Could add one-two more with relocating the dumpster. | Likely complies pending information on employees in the largest shift. |



| | | | |
|------------|--|---|--|
| 20710 Mack | Square footage of gross floor area = 5,503 Number of Employees (largest shift) = # 50%(28) = 14 + Employees | 31 off street parking + shared parking agreement = 40 | Very likely complies pending information on employees in the largest shift. |
|------------|--|---|--|

NEXT STEPS IN THE REVIEW PROCESS

In summary, both restaurants with alcoholic beverages would require a site plan and special land use review, involving additional Planning Commission and City Council reviews. In addition, based on the SDM requirements, Daily Jam LLC at 20710 Mack Avenue would also require multiple variances given the proximity to the middle school and two other SDM businesses, which would require review by the Zoning Board of Appeals and findings of practical difficulty. Strict compliance with the Ordinance requirements should be followed, especially as the last Class C license is currently available for the City to administer.

We recommend that the City consider the input received during the public hearing and information from each respective applicant on how they align with Ordinance standards. During the public hearing, we recommend Council request further clarification on the following:

- From 20195 Mack Ave, BCM Restaurants – clarity on their business model on how it aligns with the Ordinance requirement for service beyond counter-only food service; and if they will be able to operate within 6 months from LCC approval.
- From 20710 Mack Ave, Daily Jam GP, LLC – clarity on how the SDM license will be used as a part of their business model and if they will be able to start operating in 6 months of LCC approval.

Following information received during the meeting, Council may either 1) grant an applicant the Class C license, and then the applicant will pursue site plan and special land use approval, 2) table the decision if further information is needed, or 3) table the decision until each applicants pursues site plan approval, special land use recommendation and a recommendation on variances from Planning Commission prior to deciding who will be granted the Class C license.



On-Premises Retailer License & Permit Application (LCC-100a)

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

| | |
|--|------------------------|
| Applicant name(s): <u>BCM Restaurants LLC</u> | |
| Address to be licensed: <u>20195 Mack Ave.</u> | |
| City: <u>Grosse Pointe Woods</u> | Zip Code: <u>48236</u> |
| City/township/village where license will be issued: <u>Grosse Pointe Woods</u> | County: <u>Wayne</u> |
| Federal Employer Identification Number (FEIN): | |

1. Are you requesting a new license? Yes No
2. Are you applying ONLY for a new permit or permission? Yes No
3. Are you buying an existing license? Yes No
4. Are you transferring the classification of an existing on premises license? Yes No
5. Are you modifying the size of the licensed premises?
If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises
 Yes No
6. Are you transferring the location of an existing license? Yes No
7. Is this license being transferred as the result of a default or court action? Yes No
8. Do you intend to use this license actively? Yes No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

| | |
|--|-----------|
| Current licensee(s): <u>N/A</u> | |
| Current licensed address: | |
| City: | Zip Code: |
| City/township/village where license is issued: | County: |

Part 3 - Licenses, Permits, and Permissions

Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

| | | |
|-------------------------------|--|--------------------------------------|
| Inspection Fees: <u>\$140</u> | License & Permit Fees: <u>\$987.50</u> | TOTAL FEES: <u>\$1,127.50</u> |
|-------------------------------|--|--------------------------------------|

Schedule A - Licenses, Permits, & Permissions

Applicant name: BCM Restaurants LLC

Fee Code
MLCC Use
Only

| On-Premises License Type: | Base Fee: | Fee Code MLCC Use Only |
|--|----------------|------------------------------|
| New Transfer | | |
| <input type="checkbox"/> <input type="checkbox"/> B-Hotel License | \$600.00 | |
| Number of guest rooms: _____ | | |
| <input type="checkbox"/> <input type="checkbox"/> A-Hotel License | \$250.00 | |
| Number of guest rooms: _____ | | |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Class C License | \$600.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Tavern License | \$250.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Resort License | Upon Licensure | |
| <input type="checkbox"/> <input type="checkbox"/> DDA/Redevelopment License | Upon Licensure | |
| <input type="checkbox"/> <input type="checkbox"/> Brewpub License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> G-1 License | \$1,000.00 | |
| <input type="checkbox"/> <input type="checkbox"/> G-2 License | \$500.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Aircraft License | \$600.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Watercraft License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Train License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License | \$600.00 | |
| <input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii) | | |

B-Hotel or Class C Licenses Only:

Additional Bar(s)
Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): \$140

Total License Fee(s): \$700

Total Permit Fee(s): \$287.50

TOTAL FEES DUE: \$1,127.50

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

| On-Premises Permits: | Base Fee: |
|---|--------------|
| <input checked="" type="checkbox"/> Sunday Sales Permit (AM)* | \$160.00 |
| <input checked="" type="checkbox"/> Sunday Sales Permit (PM)** | <u>90.00</u> |
| <input type="checkbox"/> Catering Permit | \$100.00 |
| <input type="checkbox"/> Social District Permit | \$250.00 |
| <input type="checkbox"/> Banquet Facility Permit - Complete <u>Form LCC-200</u> | |

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions.

| | |
|---|-----------|
| <input checked="" type="checkbox"/> Outdoor Service | No charge |
| <input type="checkbox"/> Dance Permit | No charge |
| <input type="checkbox"/> Entertainment Permit | No charge |
| <input type="checkbox"/> Extended Hours Permit: | No charge |
| <input type="checkbox"/> Dance <input type="checkbox"/> Entertainment Days/Hours: _____ | |
| <input type="checkbox"/> Specific Purpose Permit: | No charge |
| Activity requested: _____ | |
| Days/Hours requested: _____ | |

| | |
|---|-----------|
| <input type="checkbox"/> Living Quarters Permit | No charge |
| <input type="checkbox"/> Topless Activity Permit | No charge |
| <input type="checkbox"/> Off-Premises Storage | No charge |
| <input type="checkbox"/> Direct Connection(s) | No charge |
| <input type="checkbox"/> On-Premises Public Swimming Pool Permit - Complete <u>Form LCC-209</u> | |

Pursuant to MCL 436.1533, on-premises retailers may be issued a Specially Designated Merchant (SDM) license or a Specially Designated Distributor (SDD) license at the same location in conjunction with the on-premises license under certain circumstances.

| Off-Premises License Type: | Base Fee: | Fee Code MLCC Use Only |
|--|-----------|------------------------------|
| New Transfer | | |
| <input checked="" type="checkbox"/> <input type="checkbox"/> SDM License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> SDD License | \$150.00 | |

| Off Premises Permits: | Base Fee: |
|--|-----------|
| <input checked="" type="checkbox"/> SDD Sunday Sales Permit (PM)** <i>For Spirit Products</i> | \$22.50 |
| <input checked="" type="checkbox"/> SDM Sunday Sales Permit (PM)** <i>For Mixed Spirit Drink Products</i> | \$15.00 |
| <input type="checkbox"/> Motor Vehicle Fuel Pumps | No charge |

*Sunday Sales Permit (AM) allows the sale of spirits, mixed spirit drink, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of spirits and mixed spirit drink on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of spirits or mixed spirit drink. Additional bar fees and hotel room fees are also calculated part of the permit fee. A separate Sunday Sales Permit (PM) is required for license that will sell spirits or mixed spirit drink on Sunday after 12:00 noon.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | |
|--|---------------------------------|--|
| Name: <u>Branden McRill</u> | | |
| Home address: <u>565 Lochmoor Blvd.</u> | | |
| City: <u>Grosse Pointe Woods</u> | State: <u>MI</u> | Zip Code: <u>48236</u> |
| Business Phone: <u>313.303.1138</u> | Cell Phone: <u>313.303.1138</u> | Email: <u>branden.mcrill@gmail.com</u> |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|---|--|-------------|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | Driver's License Number: [REDACTED] | |
| Are you a citizen of the United States of America? | | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| Have you ever legally changed your name? | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| If you answered "yes", please list your prior name(s) (including maiden): <u>N/A</u> | | | |
| Spouse's full name (if currently married): <u>N/A</u> | | | |
| Spouse's date of birth: <u>N/A</u> | Is your spouse a citizen of the United States of America? | <input type="radio"/> Yes <input type="radio"/> No <u>N/A</u> | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? | | <u>N/A</u> <input type="radio"/> Yes <input type="radio"/> No | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| Date | City/State | Charge | Disposition |
| <u>N/A</u> | | | |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input type="radio"/> No | |
| Date | City/State | Charge | Disposition |
| <u>N/A</u> | | | |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

| | | | |
|-----------------------|-----------|----------------|----|
| <u>Branden McRill</u> | | <u>6/26/24</u> | 82 |
| Print Name | Signature | Date | |



Report of Stockholders, Members, or Partners (LCC-301) - Continued

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all partners: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Print name and address of Managers, pursuant to administrative rule R 436.1111:

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Print Name & Title: Branden McRill - Member

Print Name & Title: _____

Print Name & Title: _____

Print Name & Title: _____

Print Name & Title: _____

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Branden McRill - Member
Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

06/26/2024
Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

On-Premises Retailer License & Permit Application

Before you begin filling out the attached application, please review this checklist for the applicable forms and documents you will need to submit with your completed application form.

The attached LCC-100a form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: <https://get.adobe.com/reader/>

Off-Premises Retailers: If you are applying for a Specially Designated Merchant (SDM) and/or Specially Designated Distributor (SDD) license for off-premises sales of alcoholic liquor only, please use the Off-Premises Retailer License & Permit Application (LCC-100b).

Completed On-Premises Retail License & Permit Application (Form LCC-100a, attached)

Livescan Fingerprint Form (LCC-105)* (attached)

Inspection, License, and Permit Fees

Are you transferring stock or membership interest? If yes, use the License Interest Transfer Application (LCC-101).

Corporate Documents (see list below) - Submit for the applicant company, and if the applicant company has multiple levels of ownership structure in which stockholders or members are also companies, submit the applicable documents listed below for any stockholder or member companies to the third tier of ownership - for example: applicant company (tier 1) > stockholder/member (tier 2) > stockholder/member (tier 3).

Multi-Tier Organizational Chart - If the applicant company has more than three levels of ownership structure please provide an organizational chart that shows all the levels of ownership to individual people, including trusts.

Local Government Authorization (Form LCC-106) - **For a new on-premises license only**

Purchase agreement - **For the transfer of ownership of a license**

Property document (lease, deed, land contract, etc.)

New On-Premises Resort License Questionnaire (LCC-109a) or New On-Premises Redevelopment or Development District License Questionnaire (LCC-109b) - **For a new on-premises Resort, Redevelopment, or Development District license only**

If applicant is a corporation also include (pursuant to R 436.1109):

If any of the stockholders of the applicant are corporations or limited liability companies, also submit a copy of the documents listed below for those companies (except for the Certificate of Authority to Do Business in Michigan, which is required for the applicant only).

Report of Stockholders/Member/Partners (Form LCC-301)

Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs

Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.

Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited liability company also include (pursuant to R 436.1110):

If any of the members of the applicant are corporations or limited liability companies, also submit a copy of the documents listed below for those companies (except for the Certificate of Authority to Do Business in Michigan, which is required for the applicant only).

Report of Stockholders/Member/Partners (Form LCC-301)

Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs

Copy of the operating agreement or bylaws of the applicant company

Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.

Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

*Fingerprints are required for applicants that are not currently licensed by the MLCC and will hold 10% or more interest in a license or applicant entity

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

BCM RESTAURANTS LLC

ID Number: 803237135

received by electronic transmission on June 24, 2024 **, is hereby endorsed.**

Filed on June 24, 2024 **, 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 24th day of June, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

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:

BCM RESTAURANTS LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Full service restaurant

Article III

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

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: BRANDEN MCRILL
- 2. Street Address: 565 LOCHMOOR BLVD
Apt/Suite/Other:
City: GROSSE POINTE WOODS
State: MI Zip Code: 48236

3. Registered Office Mailing Address:

- P.O. Box or Street Address:
- Apt/Suite/Other:
- City:
- State: Zip Code:

Article v

(Insert any desired additional provision authorized by the Act.)

MANAGER MANAGED

Signed this 24th Day of June, 2024 by the organizer(s):

| Signature | Title | Title if "Other" was selected |
|----------------|-----------|-------------------------------|
| Branden McRill | Organizer | |

**LIMITED LIABILITY COMPANY AGREEMENT
OF BCM RESTAURANTS LLC**

This LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) is made and entered into effective as of the 24th day of June, 2024 by Branden McRill (“Sole Member”), the sole member of BCM Restaurants LLC, a Michigan limited liability company (the “Company”).

RECITALS:

A. The Company was formed as a limited liability company under the laws of the State of Michigan by filing Articles of Organization (“Articles”) with the Administrator (as hereinafter defined).

B. Sole Member desires to set forth certain matters with respect to the Company in this Agreement which will constitute the “Limited Liability Company Agreement” of the Company within the meaning of the Act (as hereinafter defined).

C. This Agreement may be relied upon by any party seeking to do business with the Company with respect to the matters set forth herein.

THEREFORE, Sole Member and the Company hereby agree and state as follows:

**ARTICLE I
ORGANIZATION**

1.1. Formation.

The Company was organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act (“Act”) by the filing of the Articles with the Administrator (as hereinafter defined) on June 24, 2024.

1.2. Name.

The name of the Company is BCM Restaurants LLC. The Company may also conduct its business under one or more assumed names.

1.3. Purposes.

The purpose or purposes for which the Company was formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Act, related to the ownership, operation, leasing, development and financing of a restaurant located at 20195 Mack Ave, Grosse Pointe Woods, Michigan .

1.4. Duration.

The Company shall continue in existence perpetually or until the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.5. Offices and Registered Agent.

The principal office of the Company shall be as designated in the Articles or such other office within or without the State of Michigan as the Sole Member may from time to time determine. The Registered Office and the Registered Agent of the Company shall be as designated in the Articles or any amendment thereof.

1.6. Definitions.

The terms set forth below shall have the following meanings when used in this Agreement:

- A. "Act" has the meaning set forth in Section 1.1 of this Agreement.
- B. "Administrator" means the Director of the Department of Licensing and Regulatory Affairs of the State of Michigan or his or her designated representative.
- C. "Agreement" has the meaning set forth in the introductory paragraph of this Agreement.
- D. "Articles" has the meaning set forth in the Recitals.
- E. "Company" has the meaning set forth in the introductory paragraph of this Agreement.
- F. "Covered Matters" has the meaning set forth in Section 4.3 of this Agreement.
- G. "Sole Member" has the meaning set forth in the introductory paragraph of this Agreement.

**ARTICLE II
BOOKS, RECORDS AND ACCOUNTING**

2.1. Books and Records.

The Company shall maintain complete and accurate books and records of its business and affairs as required by the Act and such books and records shall be kept at the Company's principal office.

2.2. Fiscal Year; Accounting.

The Company's fiscal year shall end on December 31. The particular accounting methods and principles to be followed by the Company shall be chosen by the Sole Member.

**ARTICLE III
CAPITAL CONTRIBUTIONS**

3.1. Capital Contributions.

Sole Member may contribute to the capital of the Company such amounts as it may determine to be necessary or appropriate to conduct the business or carry out the purposes of the Company.

3.2. Loans.

In the event that the Company requires additional funds to meet its obligations, the Company may borrow such funds from any party.

3.3. Distributions.

Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Sole Member may determine at its sole discretion.

**ARTICLE IV
MANAGEMENT**

4.1. Management of Company.

A. The business and affairs of the Company will be managed, to the fullest extent allowed by law, by Sole Member.

B. Sole Member may appoint such officers, to such terms and to perform such functions as Sole Member shall determine in its sole discretion. Sole Member may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion. Sole Member may delegate to any such officer, person or entity such authority to act on behalf of the Company as Sole Member may from time to time deem appropriate in its sole discretion. One person may hold more than one office. The duties and authority of the officers shall be as established from time to time by Sole Member, and initially shall be the same as the duties and authorities as are customarily the duties and authorities of like officers in limited liability companies formed under the laws of the State of Michigan.

C. Any agreement or instrument executed on behalf of the Company by Sole Member shall be binding upon the Company.

4.2. Liability.

Sole Member and any officer of the Company shall not be liable to the Company or to any other person (and Sole Member's interest in the Company, and in the property and assets of the Company, shall be free of any claims by the Company or such other person) by reason of any act performed for or on behalf of the Company or in furtherance of the Company's business, except

that this provision does not eliminate or limit the liability of Sole Member or any officer to the extent such elimination or limitation is not permitted by the Act.

4.3. Indemnification.

The Company shall, to the fullest extent authorized or permitted by the Act, (a) indemnify any person, and his or her heirs, personal representatives, executors, administrators and legal representatives, who was, is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a member or an officer of the Company, or is or was serving at the request of the Company as a member, director, officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, or by reason of anything done by such person in such capacity (“Covered Matter” and collectively, “Covered Matters”); and (b) pay or reimburse the reasonable expenses incurred by such person and his or its heirs, executors, administrators and legal representatives in connection with any Covered Matter in advance of final disposition of such Covered Matter. The Company may provide such other indemnification to members, officers, employees and agents by insurance, contract or otherwise as is permitted by law and authorized by Sole Member.

4.4. Standard of Care; Liability.

Sole Member shall discharge its duties as a member in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner it reasonably believes to be in the best interests of the Company. Sole Member shall not be liable for monetary damages to the Company for any breach of any such duties, except for receipt of a financial benefit to which Sole Member is not entitled, voting for or assenting to a distribution to Sole Member in violation of this Agreement or the Act or a knowing violation of the law.

4.5. Competition.

Sole Member shall have the right to engage in any other business and to compete with the business of the Company, and neither the Company nor Sole Member shall have any rights or claims against Sole Member on account of such activities.

**ARTICLE V
DISSOLUTION AND WINDING UP**

5.1. Dissolution.

The Company shall dissolve and its affairs shall be wound up upon the decision of Sole Member to dissolve the Company, or any other event that, under the Act, requires the dissolution of the Company.

5.2. Winding Up.

Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company’s business and affairs and the liquidation of its assets.

Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of the Company's debts, liabilities and obligations, and then to Sole Member. Such proceeds shall be paid Sole Member within ninety (90) days after the date of winding up.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1. Article and Section Headings.

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

6.2. Entire Agreement.

This Agreement constitutes the entire limited liability company agreement of the Company and supersedes all prior agreements.

6.3. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without regard to application of conflict of law's principles.

6.4. Amendment.


This Agreement may be amended at any time and by any means by Sole Member.

[signature page follows]

IN WITNESS WHEREOF, the undersigned makes and executes this Limited Liability Company Agreement of BCM Restaurants LLC as of the date first above written.


COMPANY:

BCM Restaurants LLC, a Michigan limited liability company

By: 
Name: Branden McRill
Its: Sole Member

SOLE MEMBER:

By: **Branden McRill**, an Individual

By: 
Name: Branden McRill
Its: Self

June 25, 2024

*Branden McRill
Via Email*

RE: Letter of Intent to Purchase

Dear Branden:

This letter is not intended to be a binding contract, an offer to purchase or sell, but is intended only to provide the basis for negotiations for a purchase agreement between the hereinafter named and undersigned seller *Berkun Family, LLC* (“Seller”) and *Branden McRill, on behalf of an entity to be formed* (“Purchaser”). The purpose of this letter is to outline the material terms and conditions under which the purchaser would be willing to purchase the property (“Property”) described below:

Property Description:

*20195 Mack Ave.
Grosse Pointe, MI 48236
Building Size 2,194 SF
Land Size 0.16 AC
Parcel ID # 40-011-01-1554-000*

Purchase Price:

Eight Hundred Fifty Thousand (\$850,000) which shall be payable in full at Closing, subject to adjustments and pro-rations.

Earnest Money Deposit:

Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars refundable deposited with Title Connect, ATTN: Jeff Gunsberg within seven (7) days of execution of the Purchase Agreement and to be applied to the Purchase Price at Closing.

Inspection Period:

Purchaser shall have a period of *Thirty (30) Days* from the completion of the Offer to Purchase to inspect and investigate all aspects of the property. All inspections shall be coordinated with Seller and no invasive inspections shall be made without Seller’s prior written approval. In the event that any portion of the property is disturbed or altered by Purchaser’s inspections, Purchaser agrees to restore the property to substantially the same condition that existed prior to such disturbance or alteration.

Closing:

Within Fifteen (15) Days following the Inspection Period.

Title; Survey:

Seller shall provide, at Seller’s expense, a policy of title insurance, with standard exceptions, in an amount not less than the Purchase Price. In addition, Seller shall provide an ALTA/ACSM survey which shall include an accurate metes and bounds description of the Property. Purchaser shall be responsible for any special or additional survey requirements. Seller shall provide any Surveys in Seller’s possession upon execution of the Purchase Agreement.

Conditions:

Purchaser's obligation to purchase the Property is subject to the satisfaction of the following conditions: (i) a complete physical, environmental and financial inspection satisfactory to Purchaser; (ii) fee simple title to the Property free and clear of all mortgages, liens or other encumbrances; (iii) During the inspection period, Purchaser and/or its agents shall have reasonable access to the Property and may perform tests on the property at Purchaser's sole cost with notice to Seller. If the foregoing conditions are not satisfied at or before the Closing Date (the "Condition Period"), Purchaser may either waive the unsatisfied condition or terminate the Purchase Agreement.

Taxes: Prorations:

Seller shall be obligated to pay, at closing, all mortgages, taxes, assessments, liens and encumbrances on the Property. Current real estate taxes shall be prorated to the date of closing. Seller shall pay all real estate transfer taxes associated with the sale of the Property.

Formal Offer:

Non-Solicitation:

This Letter of Intent to purchase the above referenced asset is valid until *July 1st, 2024, at 5:00 p.m.* The parties agree that Purchaser shall have period of Five (5) business days from Seller's acceptance of this Letter to present Seller with a formal Offer to Purchase which embodies the foregoing terms and which contains such other terms, representations, warranties and covenants that are mutually acceptable to the parties (the "Offer Period"). Seller agrees that, during the contract finalizing period, Seller shall withdraw the property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property.

Nonbinding Letter:

The terms in this Letter of Intent and the entry into a Purchase Agreement for the above Property are subject to and conditioned on the approval of the Seller and Purchaser. As a result this letter shall not be binding on nor create any contractual obligations for either party until the negotiation and full execution of the Purchase Agreement by Seller and Purchaser.

Commission:

Seller shall pay all real estate and/or broker commissions due and payable to Landmark Commercial Real Estate Services, LLC per a separate agreement.

Dated: 6.26.2024

“PURCHASER”



Branden McRill, on behalf of an entity to be formed

“SELLER”

Dated: _____

Berkun Family LLC

LEASE

THIS LEASE dated June 24, 2024, is made between **BCM Hospitality LLC**, a Michigan limited liability company, whose address is 565 Lochmoor Blvd, Grosse Pointe Woods, email: branden.mcrill@gmail.com ("**Landlord**"), and **BCM Restaurants LLC**, a Michigan limited liability company, d/b/a Mack Ave Restaurant, whose address is 565 Lochmoor Blvd, Grosse Pointe Woods, email: branden.mcrill@gmail.com ("**Tenant**").

Landlord is the owner of the land and improvements located at 20195 Mack Ave, Grosse Pointe Woods, Michigan ("**Premises**") and for valuable consideration Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises, including a building containing approximately 2,194 square feet. The exterior walls and roof of the Premises and the area under the Premises are not demised hereunder, and the use thereof and the right to locate, install, maintain, use, repair and replace pipes, utility lines, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and structural elements leading through the Premises, is reserved to Landlord. Landlord reserves an easement above Tenant's finished ceiling to the roof, and below the floor of the Premises, for general access purposes and in connection with the exercise of Landlord's other rights under this Lease. In exercising its rights pursuant to the foregoing, Landlord shall use commercially reasonable efforts not to materially interfere with the operation of Tenant's business in the Premises.

1. **Use and Exclusive.** (a) Tenant may use the Premises for the operation of a typical restaurant or any other lawful retail use or lawful restaurant use ("**Permitted Use**"). Landlord represents and warrants to Tenant that there are and will be no restrictive covenants, encumbrances or exclusive use provisions with respect to the Premises which will prevent Tenant from occupying and using the Premises for the Permitted Use.

(b) Intentionally Deleted.

2. **Term.** (a) The term of this Lease ("**Term**") shall begin on the date the Landlord notifies Tenant that the Premises are ready for tenants work ("**Delivery Date**" and the "**Commencement Date**"), and shall end on the last day of the fifteenth (15th) Lease Year, unless earlier terminated as hereinafter provided. "**Lease Year**" shall be defined to mean a period of 12 consecutive calendar months. The first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

(b) Tenant shall have the right to extend the Term for three (3) additional periods of five (5) years each, upon the same terms and conditions as herein provided except Base Rent shall be as provided in Section 3 below (each an "Option Period" and collectively, "Option Periods"). Tenant shall exercise such right, if at all, by written notice to Landlord (i) not less than one hundred eighty (180) days prior to the expiration of the then current Term (initial or extended), or (ii) within 30 days after receipt of notice from Landlord to Tenant that Tenant has failed to exercise its right of extension within the period provided in (i) above, and the right to extend shall not lapse until after the expiration of said 30 day period following receipt of Landlord's notice. The exercise of one such option shall not imply the exercise of any other such option. Upon the exercise of any such option, the period covered by such option shall be included in the definition of "Term."

3. **Rent.** Commencing on the Commencement Date, Tenant shall pay to Landlord in advance, on the first day of each month, without prior demand and without any deductions or setoffs, except as expressly provided for in this Lease, Base Rent as follows: \$60,000.00 annually for the first Lease Year, with ten percent (10%) increases every 5 years and continuing through all Option Periods.

The words "**Rent**", "**rental**" and "**rent**" shall have the same meaning and shall be defined as, collectively, Base Rent and all other charges or payments to be paid to Landlord under this Lease. Tenant shall pay Landlord as a late charge 5% of the amount due on all Rent due under this Lease or One Hundred Fifty Dollars (\$150.00), whichever is greater, if said Rent has not been paid within ten (10) days of the due date. If any check from Tenant to Landlord for any sums payable under this Lease is returned by Tenant's bank, Tenant shall pay to Landlord a service charge of \$75 for each such check upon receipt of an invoice therefor. It is agreed that said charges are fair and reasonable and shall not be construed as interest on a debt payment. The purpose and intent of this Lease is that the rental provided for in this Section 3 hereof shall be an absolutely net return to Landlord and shall continue unreduced and unabated throughout the entire Term of this Lease, except as otherwise set forth in this Lease, and that all charges and other costs of every kind and nature in connection with the maintenance, upkeep and preservation of the Premises and of said leasehold interest and of this Lease during the Term shall be borne and paid by Tenant as if Tenant were the owner of the Premises during the Term of this Lease, as the same may be extended. Notwithstanding the foregoing, Landlord shall pay Taxes and obtain insurance and Tenant shall reimburse Landlord for such costs pursuant to the terms of Sections 14 and 16 below.

4. **Delivery.** Tenant shall accept the Premises in their "as-is" condition, Landlord shall not have any obligation to make any improvements or alterations to the Premises. On the Commencement Date, the Premises will be structurally sound and in good tenable condition and all systems serving the Premises (including the heating, ventilation, and air conditioning system) shall be in good working order and the roof and the foundation will be water-tight and free of leaks.

5. **Construction of Premises.** Intentionally deleted.

6. **Security Deposit.** Upon signing this Lease, Tenant shall pay Landlord a \$0.00 "**Security Deposit**" by cashier's check or money order (See Section 23(q)).

7. **Operations.** Tenant shall have the right to determine how and during what hours, if any, it operates at the Premises. In the event Tenant ceases operations in more than fifty percent (50%) of the Premises for more than three hundred sixty-five (365) consecutive days for any reason other than repairs, casualty, condemnation, assignment or subletting, remodeling or events of force majeure, Landlord may, as its sole and exclusive remedy, elect to terminate this Lease at any time after such three hundred sixty-five (365) day period that Tenant (or any assignee or sublessee) is not operating in more than fifty percent (50%) of the Premises and recover possession of the Premises on sixty (60) days' prior notice to Tenant and this Lease shall so terminate as if such date of termination were the date originally fixed for the expiration of the Term

unless Tenant (or an assignee or sublessee) resumes operations in more than fifty percent (50%) of the Premises within such sixty (60) day period. If this Lease is so terminated, Base Rent for the last month of Tenant's occupancy shall be prorated and Landlord agrees to refund to Tenant any Base Rent paid in advance within thirty (30) days after such termination. Unless authorized or directed by court order, no auction, liquidation, lost our lease, going out of business, fire or bankruptcy sales may be conducted in the Premises. Tenant will conduct its business at all times in a lawful manner. Tenant shall not permit unreasonable noise or odors in the Premises which are objected to by any tenant or occupant of the Premises. Tenant shall not use the areas adjacent to the Premises for business purposes. Tenant agrees that all receiving and delivery of supplies and equipment and all removal of supplies, equipment, trash and garbage shall be made only through the rear entrance to the Premises. No radio or television or other similar device shall be installed exterior to the Premises and no aerial shall be erected on the roof or exterior walls of the building in which the Premises are located. Tenant shall keep the Premises (including the service areas adjacent to the Premises and signs) orderly, neat, safe and clean and free from rubbish and dirt and shall store all trash and garbage within the Premises or within the dumpster(s) designated by Landlord. Tenant shall not burn any trash or garbage in or about the building.

8. **Laws.** Tenant shall comply with all statutes, ordinances, regulations, orders and/or decrees of the federal, state and local government affecting the Premises, including but not limited to the Americans with Disabilities Act. Notwithstanding the foregoing, Tenant shall not be required to make any structural alterations or improvements to the Premises unless the necessity therefor arises due to Tenant's use of the Premises. Landlord, at Landlord's sole cost and expense, shall promptly comply with all laws, ordinances, orders and regulations affecting the Common Areas and the cleanliness, safety, occupancy, alteration and use of same, including but not limited to the Americans with Disabilities Act of 1990.

9. **Hazardous Materials.** Tenant shall not cause or permit the use, generation, storage, treatment or disposal in, on or about the Premises of any pollutant, contaminant, waste, hazardous, toxic or radioactive substance or material or mold (collectively, "**Hazardous Materials**") in violation of any Federal, state or local laws from time to time in effect. Without limiting the foregoing, Tenant shall have sole and exclusive liability (including, but not limited to, liability under environmental laws such as, but not limited to, the Federal Comprehensive Environmental Response, Compensation and Liability Act and the Michigan Environmental Response Act) for or related to, in whole or in part, the release or disposal of any substances, materials or wastes (whether Hazardous Materials or otherwise) by Tenant's employees, contractors or agents. Landlord shall indemnify, defend and hold harmless Tenant, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorney fees, fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to the presence of Hazardous Materials on, over, under, in, from or affecting the Premises as of the Commencement Date and the presence, use, shipment, storage, disposal, discharge, release or threatened release of any Hazardous Materials by Landlord or any of its agents, contractors or employees on, over, under, in, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon. The aforesaid indemnification applies to, but is not limited to, claims or liability regarding air pollution, water pollution, land pollution, groundwater pollution, solid and hazardous waste management and toxic or hazardous substance control. This paragraph shall survive the termination or expiration of this Lease.

10. **Repairs and Maintenance; Surrender.** (a) Tenant shall maintain, repair and replace (including replacement of parts, equipment and cracked or broken glass) the Premises and all appurtenances thereto, including but not limited to, the foundation (including the floor slab), sprinkler system, all utilities, exterior and interior walls, roof, parking lot, structure, including storefronts, windows, plate glass, window frames, doors, door frames and door closure devices, all plumbing and sewage facilities, grease traps, hair traps, fixtures, HVAC and electrical systems, floors and ceilings in good order, condition and repair, except that Tenant shall not be called upon to make any such repairs occasioned by the negligence or willful misconduct of Landlord, its agents, employees, licensees or contractors, except to the extent that Tenant is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. The plumbing and sewage facilities serving the Premises shall not be used for any purpose other than that for which they are constructed. Tenant shall contract for and shall pay for a qualified service contractor to inspect, maintain, adjust, clean and repair the HVAC equipment which services the Premises. Tenant shall deliver to Landlord upon request a copy of Tenant's current service contract. Tenant shall keep the Premises free from liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any lien within 30 days after request by Landlord. Tenant shall reimburse Landlord for all reasonable out-of-pocket expenses incurred by Landlord as a result of any such liens and/or the removal of same within 30 days after receipt by Tenant of a paid invoice therefor.

(b) At the time of the expiration or sooner termination of the tenancy created herein, Tenant shall: (i) surrender the Premises, including all systems covering the same, in good condition, reasonable wear and tear and loss by fire or other unavoidable casualty excepted; (ii) at Tenant's sole cost and expense and in a careful manner, remove all of its trade fixtures, furniture and business equipment which are not permanently affixed to the Premises and repair any damage caused to the Premises by such removal; and (iii) at Tenant's sole cost and expense and in a careful manner, remove its exterior signage and repair any damage caused to the Premises by such removal. Tenant shall not be required to remove any alterations, additions and improvements made by Tenant to the Premises upon the expiration or termination of this Lease.

11. **Alterations.** Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Notwithstanding the foregoing, Tenant shall have the right, without the necessity of obtaining Landlord's approval, to make interior, nonstructural alterations and improvements to the Premises costing not more than \$150,000.00 in any 12 month period. All such work shall be performed in a good and workmanlike manner in accordance with all applicable laws.

12. **Signage.** Subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant shall be permitted to install the maximum signage allowed by law on the exterior of the Premises. Tenant shall also have the right, at all times and from time to time, subject to applicable laws, to install and maintain, replace and locate on the Premises its standard exterior identifying signs, as are or may be, from time to time, used or adopted by substantially all of restaurant locations in Michigan operating under the same

trademark. Signs will include Tenant's standard logo and colors. Tenant shall be allowed to erect individual channel letter signs installed on a raceway case on the exterior of the building facade, which letters shall be the maximum size allowable by applicable laws. Tenant shall not otherwise place or cause to be placed or maintained on any exterior door, wall or window of the Premises any advertising matter without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. No illuminated signs located in the interior of the store shall be visible from the outside. All signs shall be in good taste, and no handwritten signs shall be permitted. Tenant further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing, as may be approved, in good condition and repair at all times. Notwithstanding anything to the contrary contained herein and subject to applicable laws, Tenant shall be permitted to display professionally prepared window signage on the inside of the storefront windows; and (d) Tenant shall have the right, during the thirty (30) day period immediately preceding and the thirty (30) day period immediately following the initial opening of the Premises for business, to place "Coming Soon", "Now Hiring" and "Now Open" banners on the inside of the storefront windows of the Premises.

13. **Common Areas.** (a) Tenant shall operate and maintain all common areas and facilities serving the Premises ("**Common Areas**") in a first-class manner, consistent with other Premises in the area. The manner in which the Common Areas shall be maintained and operated shall be at the reasonable discretion of Tenant. The use and occupancy by Tenant of the Premises shall include the use, in common with all others to whom Landlord has or may hereafter grant rights to use the same, of the Common Areas, and of such other facilities as may be designated from time to time.

(b) Landlord agrees that in no event shall Landlord reduce the parking ratio within the Premises to less than that which is required by applicable laws. Tenant shall have the right to non-exclusive use of three (3) parking spaces in a location mutually agreed upon by Landlord and Tenant.

(c) Intentionally Omitted.

14. **Taxes.** (a) Tenant agrees to pay directly to the applicable governmental authority all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever which have been or may be levied or assessed by any lawful authority against or with respect to the land, buildings, improvements and/or personal property presently and/or at any time during the term of this Lease comprising the Premises, this Lease and/or the rental (including all amounts payable under this Lease), which are payable during any calendar year in which any portion of the term hereof falls. Such taxes, assessments and charges hereinafter are referred to, collectively, as "**Taxes**". If the United States, the State of Michigan or any political subdivision thereof or any governmental authority has imposed or does impose a tax, assessment and/or surcharge of any kind or nature, either by way of substitution for all or any part of Taxes, or in lieu of increase thereof, then such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 14. Notwithstanding the foregoing, in no event shall any federal or local income, franchise, excise, estate, inheritance, succession, transfer or net profits tax of general applicability of Landlord be payable by Tenant, unless same is levied as a substitute, in whole or in part, for ad valorem taxes. With regard to any assessments or charges that may be payable in installments, Tenant's obligation to pay shall be determined as if Landlord had elected to pay the same in installments and Tenant shall be responsible for only those installments or parts thereof which become due during the Term of this Lease. Landlord shall timely pay all Taxes to take advantage of any available discounts for early payment. Tenant shall not be required to pay any interest or penalties or any other charges that may be imposed because of Landlord's failure to timely pay Taxes. Tenant's obligation to pay any tax on Rent shall be based upon the rentals payable by Tenant hereunder. If during or after the end of the Term, Landlord receives any refund or overpayment of Taxes for any calendar year included within the Term, Landlord shall pay to Tenant the amount of the overpayment made by Tenant.

(b) Taxes for or during the term hereof shall be paid within thirty (30) days following receipt of a detailed invoice therefor. Landlord shall make available to Tenant copies of the tax bills upon request. For the calendar years in which this Lease commences and terminates, the provisions of this Section 14 shall apply, and Tenant's liability for any Taxes for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. Landlord's and Tenant's obligations under this Section 14 shall survive the expiration of the term of this Lease.

(c) If any present or future enactment of the State of Michigan or any political subdivision thereof or any governmental authority having jurisdiction thereof imposes a tax and/or assessment of any kind or nature upon, against or with respect to the Rent payable by Tenant to Landlord hereunder or on the income of Landlord derived from the Premises, or with respect to the Landlord's, or the individuals' or entities' which form the Landlord herein, ownership of the land and buildings comprising the Premises, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such buildings or in lieu of increase thereof, then for the purpose of this Section 14, such amount shall be calculated on a calendar year basis and Tenant shall be obligated to pay the same to Landlord within thirty (30) days after Tenant receives a written invoice therefor from Landlord.

(d) Tenant's obligations under this Section 14 shall survive the expiration of the Term of this Lease.

(c) Tenant shall be responsible for and pay before delinquency all taxes assessed against any leasehold interest or personal property of any kind, owned by or placed on or about the Premises by Tenant.

15. **Utilities.** From and after the Commencement Date, Tenant shall be responsible for and pay all charges for all utilities used at or furnished to the Premises. Tenant shall contract directly with and be solely responsible to the applicable utility companies for the installation of service and the payment of all of said companies' charges. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain if the quality or character of utilities is no longer available or suitable for Tenant's requirements, or if said utilities are interrupted as a result of actions by the public utility companies or any cause other than Landlord's negligence or willful default. Landlord shall be responsible for any tap fees or other utility connection fees assessed prior to the date of this Lease and Tenant shall be responsible for any tap fees or other

fees assessed in connection with Tenant's use of the Premises. Landlord shall provide all meter numbers to Tenant and unrestricted access to all meter locations upon Tenant's request.

16. Indemnity, Insurance. Except to the extent the same was caused by the negligence or intentional misconduct of Landlord or its agents, contractors or employees, Tenant shall indemnify, defend and hold harmless Landlord, its partners, officers, directors, stockholders, beneficiaries, employees, agents, successors and assigns, from and against all liability and expense for loss of or damage to property and for injuries or deaths of persons arising or resulting from any occurrence within the Premises. If Landlord, without fault, is made a party to any litigation commenced by or against Tenant (other than by Landlord), Tenant shall protect and hold Landlord harmless and shall pay all expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Except to the extent the same was caused by the negligence or intentional misconduct of Tenant or its agents, contractors or employees, Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Common Areas. In case Tenant, without fault, shall be made a party to any litigation commenced by or against Landlord (other than by Tenant), then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Tenant in connection with such litigation. From and after the Commencement Date, Tenant shall keep in force and effect: (i) commercial general liability insurance, including coverage for products liability, personal injury and contractual liability, on an occurrence form having limits of at least \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate and an \$1,000,000.00 excess liability policy for bodily injury, personal injury and property damage combined for claims arising out of Tenant's use of the Premises and the business operated by Tenant, including but not limited to coverage for liability arising out of the consumption of food and/or beverages on or obtained at the Premises and (if applicable to Tenant's business) liquor legal liability insurance (including but not limited to coverage for claims arising from assault and battery), on an occurrence form having limits of at least \$1,000,000 each occurrence and annual aggregate for bodily injury and property damage combined (which coverage may be included in the commercial general liability insurance or written as a separate policy), naming Landlord and any other parties in interest designated by Landlord as additional insureds; (ii) Workers' Compensation coverage as required by law; and (iii) employer's liability insurance with limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee and aggregate policy limit for bodily injury by disease. In addition to the foregoing, Tenant shall, during the entire term hereof, carry special form property insurance or its equivalent insuring the Premises all appurtenances thereto (including but not limited to merchandise, trade fixtures, furnishings, equipment, plate glass and personal property, such as signs, wall coverings, carpeting and drapes), for the full insurable value thereof (with commercially reasonable deductibles consistent with the deductibles for similar shopping centers in the area), such insurance coverage to include all improvements made to the Premises by Tenant. In addition, prior to the commencement of any alterations, additions or improvements to the Premises, Tenant shall obtain and maintain, or cause its contractors to obtain and maintain builders risk insurance for the work with a limit equal to the full cost of the completed work. All insurance required to be carried by Tenant pursuant to this Section 16 shall be written by responsible insurance companies with a Best rating of at least A-VIII, and shall be primary and non-contributory with respect to any policies carried by Landlord. A certificate of insurance evidencing such insurance shall be delivered to Landlord prior to Tenant taking physical possession of the Premises and upon renewals throughout the Term not less than 30 days prior to the expiration of such coverage. Such certificate of insurance shall include the applicable endorsement or policy language providing additional insured coverage to Landlord. Tenant shall notify Landlord of any cancellation, termination or material changes to such insurance no later than 5 days after it is notified thereof. All property of any kind located in the Premises is at the sole risk of Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons or entities occupying adjoining premises or any part of the Premises, or for any loss or damage resulting to Tenant or its property or any personal property from any cause whatsoever, except for the negligence or willful misconduct of Landlord, its agents, employees and contractors. Throughout the Term, Landlord shall carry a commercial general liability insurance policy with limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000.00 in the aggregate and an \$1,000,000.00 excess liability policy covering the Premises, its buildings, and all Common Areas. Tenant shall pay to Landlord the cost of the premiums for all such insurance carried by Landlord for or during the term hereof, as determined by Landlord, within thirty (30) days following receipt of a detailed invoice therefor. Landlord shall make available to Tenant copies of the paid insurance invoices upon request.

17. Tenant Default.

(a) If Tenant fails to pay any Rent within 10 days after notice that the same is past due, or fails to perform any other terms, conditions or covenants of this Lease for more than 30 days after notice, unless the default is of such a nature that it cannot reasonably be cured within such 30 day period, in which case Tenant shall not be in default if it commences the cure thereof within such 30 day period and proceeds diligently to completion, or if Tenant abandons the Premises (not including merely ceasing to operate as permitted by Section 7 above) or permits this Lease to be taken under any writ of execution, then Landlord, besides other rights or remedies it may have, shall have the right to terminate this Lease and/or the immediate right of re-entry and may remove all persons and property from the Premises and such property may be stored at Tenant's sole cost, after notice and resort to legal process but without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant does not remove its property from the Premises within 5 days after vacating the Premises, then such property shall be deemed abandoned and Landlord may dispose of the same without liability. Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or any notice provided for by law, it may either terminate this Lease or it may, without terminating this Lease, repair any damage to the Premises caused by Tenant (normal wear and tear and damage due to casualty excepted), and relet the Premises or any part thereof upon such terms and conditions as Landlord in its sole discretion deems advisable. Upon each such reletting all rentals and other sums received by Landlord therefrom shall be applied, first, to the payment of any indebtedness other than rent; second, to the payment of all expenses of such reletting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals during any month be less than that to be paid during that month by Tenant, Tenant shall pay such deficiency to Landlord monthly. No such re-entry or taking possession of the Premises shall be construed as an election to terminate this Lease unless a notice of such intention is given to Tenant or unless decreed by a court. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other

remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, discount to present value at a rate per annum equal to the discount rate of the nearest Federal Reserve Bank plus 1%, all of which amounts shall be immediately due and payable from Tenant to Landlord. Landlord shall use commercially reasonable efforts to mitigate damages and in no event shall Landlord ever seek, nor shall Tenant be liable for, any consequential, or punitive damages in connection with or as a result of any default by Tenant under this Lease. In case suit shall be brought or an attorney otherwise consulted because of any alleged breach, and a breach shall be established, the defaulting party shall pay to the non-defaulting party all expenses incurred therefor. Mention in this Lease of any particular remedy shall not preclude Landlord or Tenant from any other remedy, in law or equity. Tenant waives any and all rights of redemption granted by or under any laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises. The parties hereto hereby waive trial by jury. In the event Landlord commences any proceedings for nonpayment of rent, Tenant shall not interpose any non-mandatory counterclaim in any such proceeding. If Tenant shall be in default of this Lease and Landlord gives Tenant notice thereof, and Tenant fails to cure such default within the time expressly provided for herein or immediately if such default requires emergency action, Landlord may, in addition to its other remedies, cure such default for and at the expense of Tenant, and all reasonable out-of-pocket sums so expended by Landlord shall be deemed additional rent and shall be paid by Tenant upon receipt of paid invoices therefor.

(b) Intentionally Deleted

18. **Landlord Default.** If Landlord shall fail to perform any covenant, term or condition of this Lease to be performed by Landlord, and such failure continues for more than 30 days after receipt of written notice thereof from Tenant (unless the default is of such a nature that it cannot reasonably be cured within such 30 day period in which event Landlord shall not be in default if it commences the cure thereof within such 30 day period and proceeds diligently to completion), then, Tenant shall have the right to seek all remedies against Landlord available at law and in equity. In addition to the foregoing, to the extent Landlord is obligated under this Lease to repair any portion of the Premises, in the event Landlord fails to begin and continue with reasonable diligence to make any such repair within 30 days after receipt of written notice from Tenant of the necessity therefor, Tenant shall have the right, but not the obligation, to make said repairs on behalf of Landlord and to deduct the reasonable out-of-pocket cost thereof from Rent due or to become due each month until Tenant has fully recovered such amount. If, in an emergency, any such repairs are immediately necessary for the proper use, enjoyment or preservation of the Premises, no prior 30 days' notice shall be required but Tenant shall give Landlord whatever notice is reasonable under the circumstances and may forthwith make said repairs on behalf of Landlord and deduct the reasonable out-of-pocket cost thereof from Rent due or to become due hereunder each month until Tenant has fully recovered such amount.

19. **Holding Over.** Any holding over after the expiration of the Term shall be deemed a month to month tenancy, terminable by either party upon 30 days' notice, at Base Rent of 125% of the then-current Base Rent provided for in Section 3 hereof, together with all other charges herein provided, and shall otherwise be on the terms and conditions of this Lease.

20. **Casualty.** (a) In the event the Premises are partially or totally destroyed by fire or other casualty insured under insurance required to be carried by Landlord so as to become partially or totally untenantable, the damage shall be repaired by Tenant (unless Landlord elects not to rebuild as hereinafter provided), and the Rent payable pursuant to the first sentence of Section 3 hereof shall be abated in proportion to the floor area of the Premises rendered untenantable. Payment of full Rent shall commence and Tenant shall be obligated to reopen for business on the 30th day following the date that Landlord advises Tenant that the Premises are tenantable, unless Tenant opens at an earlier time in the damaged area or remains open in such area following destruction or damage, in which event there shall be no abatement, or any such abatement shall terminate as of the date of Tenant's earlier reopening. To the extent applicable, Tenant shall reconstruct the Premises in accordance with the working drawings originally approved by Landlord, or with new drawings prepared by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, and in all other respects consistent with Landlord's then applicable standards for the Premises. If Tenant is required or elects to repair or rebuild the Premises pursuant to the foregoing, and such work is not substantially completed within 180 days after the date of such fire or other casualty, Landlord shall have the right, as its sole remedy, to terminate this Lease effective upon 30 days' prior written notice to Tenant, unless Tenant shall cure its failure to substantially complete the rebuilding and repair before the end of such 30 day period. Such 30 day notice must be delivered to Tenant, if at all, within 30 days after the expiration of such 180 day period and prior to the completion of such repairs. If (i) more than 25% of the floor area of the Premises is damaged or destroyed by casualty, or (ii) all or any part of the Premises are damaged or destroyed at any time by any risk not covered by the insurance required to be carried by Tenant, Landlord or Tenant may terminate this Lease by notice to the other party within 30 days after the occurrence of such damage or destruction.

(b) Landlord and Tenant shall each be released from any liability to the other for loss or damage caused by any risk covered by the property insurance required to be carried under Section 16 of this Lease (irrespective of the cause of such loss or damage). All policies of property insurance required to be carried by either party under Section 16 of this Lease shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured against the other party. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of the mutual waiver of subrogation, such party agrees to make commercially reasonable efforts to obtain such agreement.

21. **Condemnation.** If the entire Premises are taken under the power of eminent domain, or by deed in lieu thereof, the Term shall cease as of the day possession is taken and the rent shall be paid up to that day. If (i) less than the whole but more than 10% of the Premises is so taken, (ii) ten percent (10%) or more of the parking spaces serving the Premises have been lost (unless replacement parking is promptly provided by Landlord); or (iii) direct access to and from the Premises and an adjacent public street or highway has been materially impaired, Landlord and Tenant shall each have the right to terminate this Lease, and shall notify the other of its election within 20 days after such taking. If 10% or less of the Premises is so taken or this Lease is not terminated pursuant to the foregoing: the Term shall cease only on the part so taken as of the day possession is taken; Tenant shall pay rent up to that day; thereafter the Rent payable pursuant to the first sentence of Section 3 hereof

shall be reduced in proportion to the amount of the Premises taken; and Landlord shall make all necessary repairs and alterations to at least the condition equal to that prior to the taking, so as to constitute the remaining Premises a complete architectural unit

All damages awarded for such taking shall belong to and be the property of Landlord. However, the foregoing shall not be construed to prevent Tenant from pursuing a separate award against the condemning authority for Tenant's the unamortized cost of Tenant's leasehold improvements, loss of business, loss of trade fixtures and relocation expenses.

22. Assignment; Tenant Financing. (a) Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein without obtaining Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may sublet the whole or any part of the Premises at any time without the consent of Landlord thereto and without the payment of any fees to Landlord.

(b) The sale, issuance or transfer of any voting capital stock of Tenant or any voting capital stock of any corporate entity which directly or indirectly controls Tenant (if Tenant or any such controlling corporate entity is a corporation the stock of which is not traded on the New York Stock Exchange, NASDAQ or the American Stock Exchange), or any interests in any non-corporate entity which directly or indirectly controls Tenant which results in a change in the direct or indirect voting control of Tenant shall be deemed to be an assignment of this Lease within the meaning of this Section 22. If Tenant is a partnership, trust or an unincorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, trust, unincorporated association, or corporation which directly or indirectly controls Tenant, or the transfer of any portion of any general partnership or managing interest in Tenant or in any such entity, shall be deemed to be an assignment of this Lease within the meaning of this Section 22.

(c) Tenant may, without the consent of Landlord and without the payment of any fees to Landlord, from time to time (each of the following, a "**Permitted Transfer**") assign this Lease to: (i) any parent, subsidiary or affiliate of Tenant or Tenant's parent company; (ii) any successor to Tenant or to the control of Tenant, by way of merger, reorganization, consolidation, sale of assets, sale of ownership interests or the like; or (iii) an entity which controls, is controlled by, or is under common control with Tenant; provided, however, that in the event of such an assignment, the assignee assumes this Lease, and provided further that in the event of a Permitted Transfer to an assignee pursuant to (ii) above, such assignee shall have a tangible net worth, determined in accordance with generally accepted accounting principles, consistently applied, immediately after the date of such assignment, which is equal to or greater than the net worth of Tenant as of the date of this Lease. Tenant shall provide Landlord with notice of a Permitted Transfer and a copy of the assignment and assumption agreement, or sublease, no later than thirty (30) days after the effective date thereof. Transfers of ownership interests in Tenant among members, partners or shareholders of Tenant or to a member's, partner's or shareholder's family or family trust for estate planning purposes shall not be deemed an assignment of this Lease.

(d) Landlord hereby waives and relinquishes any right it might have at law or in equity or under this Lease to obtain a lien on, or a security interest in, all or any portion of Tenant's inventory, trade fixtures, equipment and other personal property now or hereafter located at the Premises, and agrees to execute such documentation as may be reasonably requested to acknowledge the foregoing waiver. Tenant may, without the consent of Landlord, from time to time enter into equipment leasing and other customary secured transactions and pledge, mortgage, hypothecate or encumber its interest in, all or any portion of Tenant's inventory, trade fixtures, equipment and other personal property now or hereafter located at the Premises in connection with a borrowing by Tenant. Landlord agrees to execute such commercially reasonable documents as Tenant's lenders may reasonably request in connection with any such financings.

23. Miscellaneous.

(a) Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, beyond any applicable notice and cure period, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or entity lawfully or equitably claiming by, through or under the Landlord.

(b) Tenant shall not commit any waste or nuisance or other act which may disturb the quiet enjoyment of any other tenant in the Premises.

(c) Landlord shall have the right to enter the Premises at all reasonable times, upon not less than 24 hours' notice to Tenant (except in an emergency when only such notice as is reasonably practical under the circumstances is required), to examine same, to show them to prospective purchasers or mortgagees and to make such repairs, alterations, improvements or additions as Landlord is required or permitted to make. In exercising its rights under the above provisions of this Section 23(c), Landlord shall use reasonable efforts not to materially interfere with the operation of Tenant's business in the Premises. In addition, in the event any work performed by Landlord within the Premises was not necessitated by Tenant's negligence or willful acts and such work renders the Premises or a portion thereof untenable for more than 2 consecutive business days as a result thereof, then, Rent shall abate in proportion to the floor area of the Premises rendered untenable for the period beginning on the third day and ending on the day on which such untenability ceases.

(d) This Lease and the Exhibit(s) attached hereto and forming a part hereof, set forth all of the covenants, representations, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no other covenants, representations, promises, agreements, conditions or understandings, either oral or written, between them. No alteration, amendment, change or addition to this Lease shall be binding on Landlord or Tenant unless in writing and signed by each party. All rights and liabilities of the respective parties shall extend to and bind their respective heirs, executors, administrators, successors, and assigns. No rights, however, shall inure to any assignee of Tenant unless the assignment has been approved by Landlord or is permitted pursuant to the terms of this Lease.

(e) One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval to or of any act requiring consent or approval shall not render unnecessary consent or approval to or of any subsequent similar act. No breach of a covenant or condition shall be deemed to have been waived unless such waiver be in writing.

(f) The period for performance of any act required hereunder shall be extended for the period of any delay caused by strikes, lockouts, labor troubles, inability to procure materials or labor, failure of power, adverse weather conditions, acts of God, restrictive governmental laws, orders or regulations, riots, insurrection, war, epidemics, pandemics, quarantines or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease. This paragraph shall not operate to excuse Tenant from the payment of Rent.

(g) Unless specifically stated to the contrary in this Lease, any notice, demand, request, consent or approval required to be given under this Lease shall be in writing, shall be sent by US certified mail, return receipt requested, postage prepaid, or by recognized overnight delivery service (provided that such service is able to provide evidence of receipt or refusal of delivery), or by electronic mail (provided that a copy is also simultaneously delivered by another method of delivery provided for herein), shall be deemed given upon receipt (or refusal to receive), and shall be addressed (i) if to Landlord, at its address set forth above, or such other address as Landlord may designate by notice, and (ii) if to Tenant, at its address set forth above, or such other address as Tenant shall designate by notice. If the holder of the first mortgage covering the Premises shall have given written notice to Tenant of the address to which notices to such holder are to be sent, Tenant shall give such holder written notice simultaneously with any notice given to Landlord of any default of Landlord, provided that Tenant's failure to provide notice to such holder shall not invalidate the notice given to Landlord.

(h) Each party represents that there are no claims for brokerage commissions or finder's fees in connection with this Lease, and each party agrees to indemnify the other against all liabilities arising from any such claim.

(i) No payment by Tenant or receipt by Landlord of an amount less than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy.

(j) This Lease shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Premises, the term of this Lease, any special provisions, and shall incorporate this Lease by reference.

(k) This Lease shall be governed by the laws of the State in which the Premises is situated. If any provision of this Lease or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted.

(l) Tenant agrees within 20 days after request therefor by Landlord to execute and deliver to Landlord a statement, in writing, certifying to Landlord and/or any party designated by Landlord (a) that this Lease is in full force and effect, (b) that rent is paid currently without any off-set or defense thereto, (c) the amount of rent, if any, paid in advance, (d) that there are no uncured defaults by Landlord or stating those claimed by Tenant, and (e) such other information as Landlord may reasonably request; provided that, in fact, such facts are accurate and ascertainable. Landlord agrees to execute similar statements within 20 days after receiving Tenant's written request therefor.

(m) Tenant agrees that this Lease shall be subordinate to any first mortgage that may hereafter be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the holder of such mortgage shall, as a condition to such subordination, execute and deliver to Tenant a commercially reasonable agreement in recordable form that it will recognize this Lease and all of Tenant's rights hereunder and not disturb Tenant's possession of the Premises in the event of foreclosure or the exercise of any other right or remedy if Tenant is not then in default hereunder beyond any applicable notice and cure period. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to said mortgage or deed of trust. Tenant agrees, that upon the request of Landlord, any mortgagee or any trustee, it shall execute whatever commercially reasonable instruments may be required to carry out the intent of this Section 23(m).

(n) As used in this Lease "**floor area**" means, with respect to the Premises and with respect to each store area separately leased, the number of square feet of floor space on all floor levels, excluding any mezzanines and other non-ground floor areas which are not used for selling purposes, measured from the exterior faces of exterior walls, storefronts, walls fronting any malls, corridors and service areas, and the center line of party walls. No deduction or exclusion from floor area shall be made by reason of columns, stairs, elevators, escalators, shafts or other interior construction or equipment.

(o) Any amount due hereunder which is not paid within 10 days following notice that the same is past due, shall bear interest at a rate per annum equal to the lesser of: (i) 2% above the so-called "prime rate" published in The Wall Street Journal, as the same may change from time to time; and (ii) the highest rate legally permitted to be charged, but the payment of such interest shall not excuse or cure any default under this Lease.

(p) If Landlord defaults under this Lease, and as a result Tenant recovers a judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the interest of Landlord in the Premises, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's interest in the Premises, or out of rents or other income from the Premises receivable by Landlord, and neither Landlord nor any partner, shareholder, member, manager, trustee, officer, employee or agent of Landlord, shall be liable for any deficiency.

(q) In no event is Landlord obliged to apply the Security Deposit to back rent or damages for Tenant's default. The Security Deposit, if not applied toward back rent or damages resulting from Tenant's breach, will be returned to Tenant without interest after the Term

ends, and in no event will the Security Deposit be returned until Tenant has vacated the Premises and delivered possession to Landlord. In the event Landlord repossesses itself of the Premises because of Tenant's default, Landlord may apply the Security Deposit to damages suffered to the date of said repossession and retain the Security Deposit to apply to such damages as may be suffered or shall accrue by reason of Tenant's default. Landlord shall not be obliged to keep the Security Deposit in a separate fund.

(r) In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations accruing from and after the date of such transfer, provided notice of such transfer is delivered to Tenant and the transferee assumes all of Landlord's obligations under this Lease accruing from and after the date of the transfer.

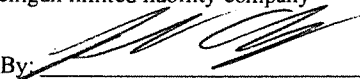
(s) Intentionally Deleted

(t) This Lease may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Lease may be delivered between the parties via electronic email and such copies shall have the same force and effect as originals. Each party agrees that any electronic signatures (whether digital or encrypted) of the parties included in this Lease are intended to authenticate this writing and to have the same force and effect as manual signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE.]


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

BCM Hospitality LLC,
a Michigan limited liability company

By: 
Name: Brandon McRill
Its: Member

"Landlord"

BCM Restaurants LLC,
a Michigan limited liability company

By: 
Name: Brandon McRill
Its: Member

"Tenant"

Exhibit "A"

Site Plan

Intentionally Deleted



Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (see note below).

Credit Card Authorization Form

** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 **

** DO NOT EMAIL OR MAIL THIS FORM **

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

** IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED **

Name on Card: Branden C McRill

Payment Amount: \$1,127.50

Billing Address: 565 Lochmoor Blvd

Card Number: [Redacted]

City: Grosse Pointe Woods State: MI Zip Code: 48236

Check One:

Phone: 313.303.1138

MasterCard Visa Discover American Express

Email: branden.mcRill@gmail.com

Security Code/CVV Code: [Redacted]

Applicant/Licensee Name: Request or Business ID #:

Expiration Date: [Redacted]

BCM Restaurants LLC

Payment is for:

New Class C & New SDM

Signature [Handwritten Signature]

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

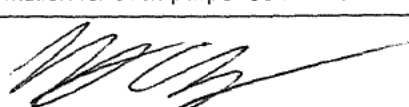
Table with 3 columns: Fee Type, Fee Amount, MLCC Fee Code. Includes items like Inspection Fee(s), Special License Fee(s), etc.

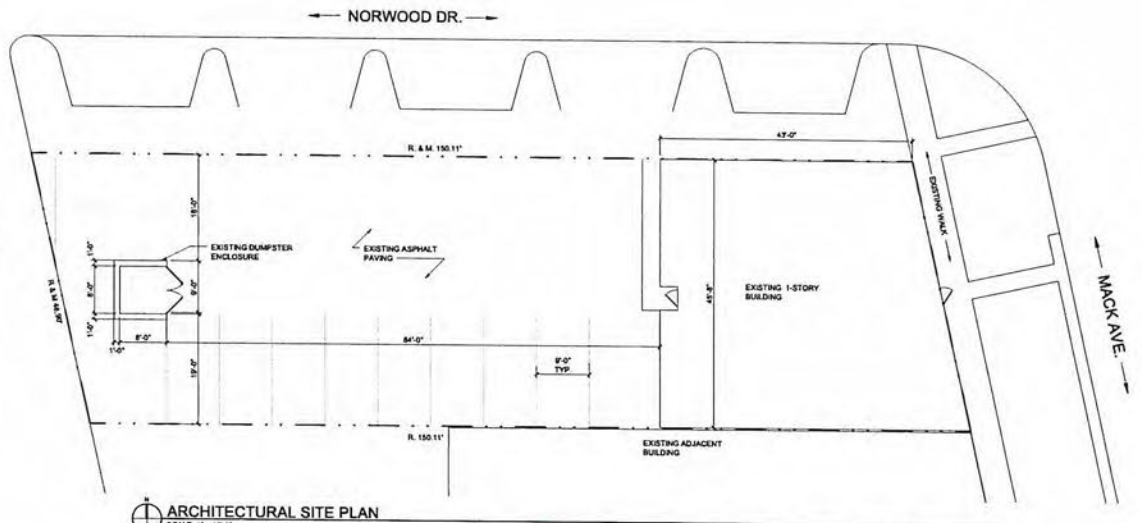
LARA Revenue Services is not a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

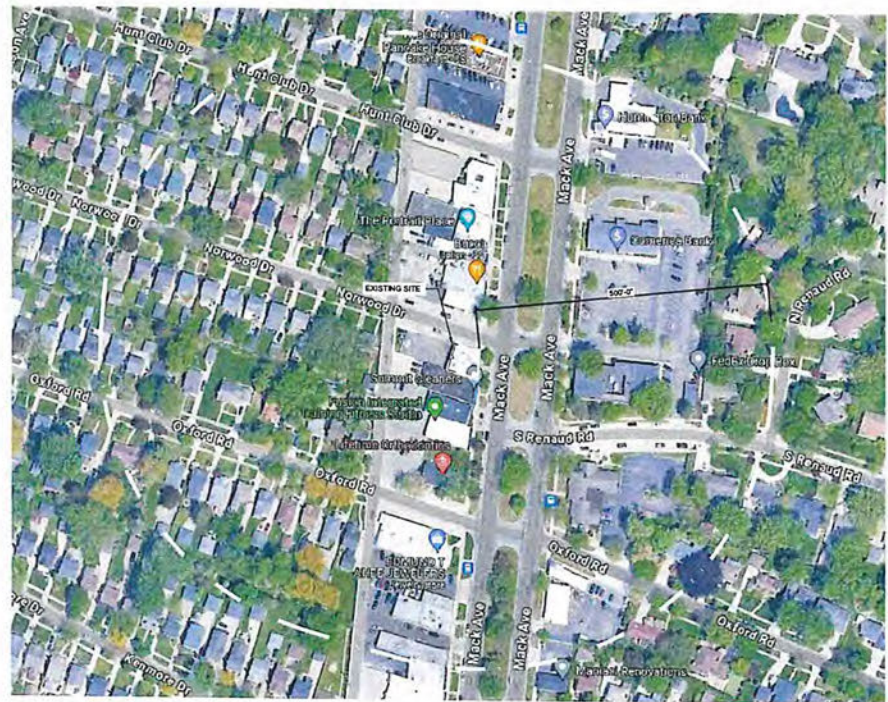
Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.
 Instructions: See page two.

| | | | |
|--|---|---|------------------------------------|
| I. Authorizing Information | | | |
| 1. Fingerprint Reason Code <i>LL</i> | 2. Requestor/Agency ID <i>14795</i> | 3. Agency Name <i>MI Dept of licensing & liquor control regulators affairs</i> | 4. Individual ID (MNU-OA) |
| II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted. | | | |
| 1a. Last Name <i>McKell</i> | 1b. First Name <i>Brandon</i> | 1c. Middle Initial <i>C</i> | 1d. Suffix |
| 2. Any Alternative Names, Last Names, or Aliases | | 3. Social Security Number (Optional) DO NOT SUBMIT SSN | |
| 4. Place of Birth (State or Country) <i>Michigan</i> | 6. Phone Number <i>313.303.1138</i> | 7. Driver's License / State ID Number | 8. Issuing State <i>PA</i> |
| 9. Home Address <i>565 Lockwood Blvd</i> | 10. City <i>Grosse Pointe Woods</i> | 11. State <i>MI</i> | 12. ZIP Code <i>48236</i> |
| 13. Sex <i>M</i> | 14. Race <i>White</i> | 15. Height <i>6'2"</i> | 16. Weight <i>235</i> |
| | | 17. Eye Color <i>hazel</i> | 18. Hair Color <i>brown</i> |
| III. Live Scan Information | | | |
| 1. Date Printed <i>June 25, 2024</i> | 2. Picture ID Type Presented <i>Michigan's License</i> | 3. Transaction Control Number (TCN) <i>EX24022106T</i> | 4. Live Scan Operator <i>DP</i> |
| * When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA (Originating Agency Identifier) and then enter the unique identifier in the Identification Code field. | | | |
| IV. Privacy Act Statement | | | |
| <p>Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.</p> <p>Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.</p> <p>Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.</p> | | | |
| V. Procedure to Obtain a Change, Correction, or Update of Identification Records | | | |
| <p>If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)</p> | | | |
| VI. Consent | | | |
| <p>I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.</p> | | | |
| Signature:  | | Date: <i>06.25.2024</i> | |



ARCHITECTURAL SITE PLAN
SCALE 1" = 10'-0"

LOCATOR MAP GENERAL NOTE:
NO SCHOOLS OR CHURCHES PRESENT
WITHIN 500' OF PROPERTY.



VICINITY MAP
SCALE 1" = 100'-0"

SVA
STUCKEY VITALE ARCHITECTS
37132 WOODWARD AVENUE
KOTAH OAK, MI 48067-8925
P. 248.544.4788
F. 248.544.8454
WWW.STUCKEVITALE.COM

STATEMENT OF PROFESSIONAL LIABILITY:
THE IDEAS, CONCEPTS, DRAWINGS AND TRANSMITS
CONTAINED HEREIN ARE THE INTELLECTUAL
PROPERTY OF STUCKEY VITALE ARCHITECTS. THIS IS
NOT A CONTRACT. IN WEDNESDAY, 10 FEBRUARY 2024, 10:00 AM
STUCKEY VITALE ARCHITECTS HAS ASSUMED THE OBLIGATION TO
PROTECT THESE U.S. COPYRIGHT LAWS, AND
WARRANTS AGAINST THEM.

Consultants:

Project:
20165 MACK AVE.
GROSSE POINTE WOODS
MICHIGAN, 48236

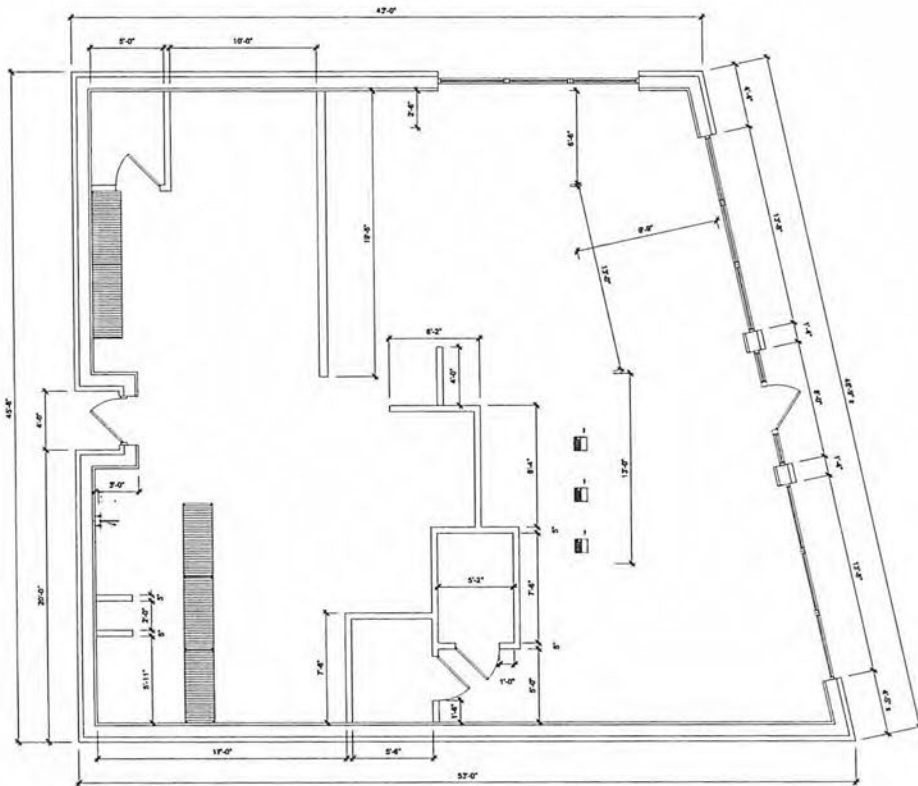
Issued for:
REVIEW 06.25.24

Drawn by:
JPM
Checked by:
JAV
Sheet Title:
SITE PLAN DETAILS

Project No.:
2024.XXX
Sheet No.:

AS100

500 NOT SCALE DRAWING
© 2024 Stucky Vitale Architects



ARCHITECTURAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL FLOOR PLAN NOTES:

1. THIS DRAWING IS DIAGNOSTIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
3. WALL THICKNESSES ARE NOMINAL, NOT ACTUAL DIMENSIONS. SEE WALL SCHEDULE FOR ACTUAL DIMENSIONS.
4. ALL WOOD, INCLUDING BLOCKING, USED ON THE PROJECT SHALL BE FIRE RETARDANT TREATED.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, OSHA, AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
6. PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION.
7. PROVIDE TRANSITION STRIPS AT EACH CHANGE IN FLOOR FINISH MATERIALS.
8. PAINT, PATCH AND REPAIR THE FOLLOWING TO MATCH EXISTING MATERIALS: FLOOR, WALL AND CEILING SURFACES AS REQUIRED ADJACENT TO AREAS BEING DEMOLISHED. REFER TO DEMOLITION DRAWINGS FOR MORE INFORMATION.
9. REINFORCE WALL AND PROVIDE BLOCKING AS REQUIRED TO SUPPORT WALL CABINETS AND COUNTERTOPS.
10. THE CONTRACTOR SHALL PROVIDE AND INSTALL WALL REINFORCING FOR INSTALLATION OF ACCESSORIES, COAT RACKS, CASEWORK, AND OTHER WALL MOUNTED ITEMS.
11. CLEAN AND REPAIR ALL EXISTING FLOOR FINISHES AS NECESSARY.
12. ALL EXPOSED PIPES, DUCTS, AND CONDUIT TO BE PARTITIONED TO MATCH EXISTING.
13. PROVIDE CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AT 30' O.C. MAXIMUM AND AS INDICATED IN THE CONTRACT DOCUMENTS.
14. COORDINATE WITH OWNER'S EQUIPMENT SUPPLIER FOR INSTALLATION REQUIREMENTS / LOCATIONS OF FLOOR / WALL / CEILING MOUNTED ITEMS, I.E. CAMERAS, TVS, SPEAKERS, SENSORS, SECURITY WIRING, VALVES, ATMS.
15. CONTRACTOR SHALL CONDUCT A ROUGH ELECTRICAL INSPECTION WITH OWNER PRIOR TO ENCLOSING WALLS, FOR THE PURPOSE OF CONFIRMING ALL WORK LOCATIONS FOR POWER, DATA, VOICE, SWITCH, THERMOSTAT, ETC.
16. CONTRACTOR TO FILL ANY AND ALL EQUIPMENT PENETRATIONS OR DEPRESSIONS INTO OR THROUGH THE EXISTING SLAB THAT WILL NOT BE UTILIZED TO FILL NEW EQUIPMENT (I.E. ABANDONED FLOOR CORES, IMPRESSION FROM PREVIOUS EQUIPMENT FLOOR PLATE REMOVAL). PENETRATIONS SHALL BE FILLED WITH NON-SHRINK GROUT. THE SIDES OF ANY EXISTING OPENINGS SHALL BE MODIFIED/TAPERED SO THAT THEY ARE WIDER AT THE TOP THAN AT THE BOTTOM. FOR LARGE OPENINGS, PROVIDE ONE (1) #8 BAR 2" UP FROM BOTTOM OF HOLE.
17. A TACTILE SIGN STATING "EXIT" AND COMPLYING WITH ICC-A117.1 SHALL BE PROVIDED ADJACENT TO EACH DOOR TO ANY AREA OF REFUGE, AN EXTERIOR AREA FOR ASSISTED RESCUE, AN EXIT STAIRWAY, AN EXIT RAMP, AN EXIT PASSAGEWAY, AND THE EXIT DISCHARGE.



STATEMENT OF INTELLECTUAL PROPERTY:
THE ARCHITECT, ENGINEER, INTERIOR ARCHITECTS AND DESIGNER HEREBY SECURE THE INTELLECTUAL PROPERTY BY THESE VITALS DOCUMENTS, THIS IS BY INTENT, IS FILED IN THE PUBLIC AND NOT SEPARATELY, WITHIN THE LIMITED CREDIT OF THESE FILES HERETO. THE INFORMATION IS PROVIDED HEREIN IS, THROUGH LAW, IS NOT REPRODUCED.

Consultants:

Project:
20195 MACK AVE.
GROSSE POINTE WOODS
MICHIGAN, 48236

Issued for:
REVIEW 06.25.24

Drawn by:
JPM
Checked by:
JAV
Sheet Title:
FLOOR PLAN

Project No.:
2024.XXX

Sheet No.:
A101

CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236
Phone : (313) 343-2440
E-Mail : SSCHILD@GPWMI.US
WWW.GPWMI.US

Received From: MCFILL, BRANDEN
Date: 07/10/2024 Time: 4:30:10 PM
Receipt: 537775
Cashier: Ibishop

| ITEM REFERENCE | AMOUNT |
|---|------------|
| 0543 CITY CLERK MISC RECEIPTS PERMITS/LICENSES | \$2 500.00 |
| TOTAL | \$2 500.00 |
| CHECK 9134737269 | \$2 500.00 |
| Total Tendered: | \$2 500.00 |
| Change: | \$0.00 |

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20195 Mack Avenue
BCM Restaurants, LLC

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 08/28/24 to the following property owners within a 300-foot radius of the above property, and all Class C liquor license holders in the City, in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods.

**Paul P. Antolin, MiPMC
City Clerk**

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses, Section 4-24 (5) of the City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, September 9, 2024, at 7:00 p.m. at 20025 Mack Plaza Drive in the Council-Court Room of the Robert E. Novitke Municipal Center to hear comments from the public prior to consideration of Council determining whether to grant the last available Class C liquor license to 20195 Mack Avenue, Grosse Pointe Woods, as requested by BCM Restaurants, LLC or to 20710 Mack Avenue, Grosse Pointe Woods, as requested by Daily Jam GP, LLC. The Council reserves the right to grant all, some, or none of the requests for a license. All interested persons are invited to attend and will be given opportunity for public comment. The file is available for public scrutiny at the City Clerk's office at City Hall.

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

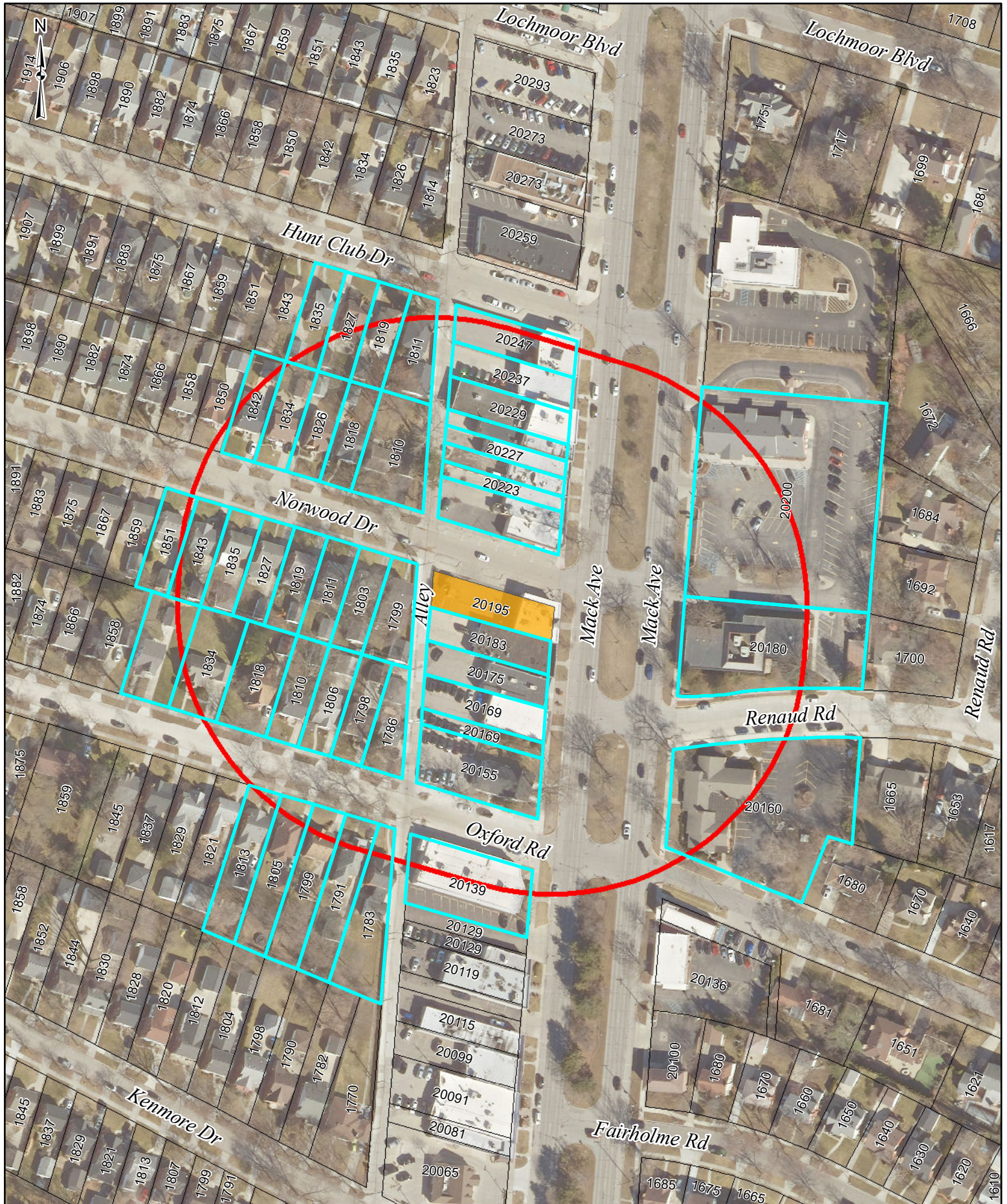
Paul P. Antolin, MiPMC
City Clerk

20195 MACK AVE. 300-FOOT RADIUS PARCELS + ALL GROSSE PONTE WOODS CLASS C LIQUOR LICENSE OWNERS

| PARCEL | STREET ADDRESS | OWNER/OCCUPANT | OWNER STREET ADDRESS | CITY, STATE, ZIP |
|-----------------|-------------------|-----------------------------------|----------------------|-------------------------------|
| 011 01 1562 000 | 20155 MACK AVE | 20155 MACK LLC | 1270 N OXFORD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1562 000 | | OCCUPANT | 20155 MACK AVE | GROSSE POINTE WOODS, MI 48237 |
| 011 01 1561 000 | 20169 MACK AVE | 20169 MACK LLC | 1270 N OXFORD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1561 000 | | OCCUPANT | 20169 MACK AVE | GROSSE POINTE WOODS, MI 48237 |
| 011 01 1602 000 | 1783 OXFORD RD | YOUNGBLOOD, KATHLEEN M | 1783 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1564 000 | 1786 OXFORD RD | HONE, RACHAEL | 1786 OXFORD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1601 000 | 1791 OXFORD RD | HARR, MARY K. | 1791 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1565 000 | 1798 OXFORD RD | POPE, JONATHAN | 1798 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1553 000 | 1799 NORWOOD DR | LUZI, RODNEY D | 1799 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1600 000 | 1799 OXFORD RD | PARADA, CARISSA | 1799 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1552 000 | 1803 NORWOOD DR | SAGERT, ELLERY & KATRINA | 1803 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1566 000 | 1806 OXFORD RD | QUINN, MARY ANN | 1806 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1522 000 | 1810 NORWOOD DR | VICTOR, WILLIAM J | 1810 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1567 000 | 1810 OXFORD RD | MCCORMICK, JEFFREY & FARRAR, LORI | 1810 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1551 000 | 1811 NORWOOD DR | KNUDSON, BRIAN S & CHRISTINA M | 1811 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1523 000 | 1818 NORWOOD DR | GEIST, JENNA K. | 1818 NORWOOD | GROSSE POINTE FARMS, MI 48236 |
| 011 01 1568 000 | 1818 OXFORD RD | BURDINE, LYNN | 1818 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0548 000 | 1819 HUNT CLUB DR | MOST, ANDREW W & HALEY A | 1819 HUNT CLUB DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1550 000 | 1819 NORWOOD DR | VERMAN, NITIN & CLAIRE | 1819 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1524 000 | 1826 NORWOOD DR | DOYLE, COLLEEN M | 1826 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0547 000 | 1827 HUNT CLUB DR | BRUVERIS, JASON | 1827 HUNT CLUB DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1549 000 | 1827 NORWOOD DR | MANGIAPANE, CHRISTOPHER | 1827 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1525 000 | 1834 NORWOOD DR | HARRIS, JOEL | 1834 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1569 002 | 1834 OXFORD RD | FISHER, MARIA N | 1834 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0546 000 | 1835 HUNT CLUB DR | SHEA, JOHN C | 1835 HUNT CLUB DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1548 000 | 1835 NORWOOD DR | NESOM, WILLIAM J | 1835 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1526 000 | 1842 NORWOOD DR | DIRKSE, CHRISTOPHER J & SARA J | 1842 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1571 002 | 1842 OXFORD RD | TABBI, BRUNO JR | 1842 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1547 000 | 1843 NORWOOD DR | HAGOPIAN, AVADIS J | 1843 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1527 000 | 1850 NORWOOD DR | PRICE, MARDIS | 1850 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1546 000 | 1851 NORWOOD DR | ZOUFAL, NATALIE C | 1851 NORWOOD DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1554 000 | 20195 MACK AVE | BERKUN FAMILY LLC | 19 COMPO ROAD SOUTH | WESTPORT, CT 6880 |
| 011 01 1554 000 | | OCCUPANT | 20195 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1603 000 | 20139 MACK AVE | 20139 MACK AVENUE LLC | 20139 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 009 01 0001 000 | 20160 MACK AVE | REAL PROPERTIES INC | 20160 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1557 000 | 20175 MACK AVE | 20175 MACK AVE | 20175 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1555 000 | 20183 MACK AVE | HAN, PETER IN HEE & SUN DUC HAN | 20183 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1519 002 | 20217 MACK AVE | AMB LLC | 20217 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0001 000 | 20229 MACK AVE | ENZO HOLDINGS LLC | 20233 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0001 000 | | OCCUPANT | 20229 MACK AVE | GROSSE POINTE WOODS, MI 48236 |

20195 MACK AVE. 300-FOOT RADIUS PARCELS + ALL GROSSE PONTE WOODS CLASS C LIQUOR LICENSE OWNERS

| | | | | |
|---------------------------------------|----------------------|--------------------------------|-----------------------------|--------------------------------|
| 007 03 0003 000 | 20237 MACK AVE | ENZO HOLDINGS LLC | 20233 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0003 000 | | OCCUPANT | 20237 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0005 000 | 20247 MACK AVE | APPLIED REALTY LLC | 20247 MACK AVENUE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1517 002 | 20225 MACK AVE | JANTZ REAL ESTATE INCORPORATED | 20415 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1517 002 | | OCCUPANT | 20225 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1520 002 | 20207 MACK AVE | JML MACK, LLC | 20475 EASTWOOD | HARPER WOODS, MI 48225 |
| 011 01 1520 002 | | OCCUPANT | 20207 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1518 000 | 20223 MACK AVE | DINOTO, ROSE | 26137 WAGNER | WARREN, MI 48089 |
| 011 01 1518 000 | | OCCUPANT | 20223 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1516 000 | 20227 MACK AVE | WOODWARD WEST HOLDINGS LLC | 27007 HOOVER RD | WARREN, MI 48093 |
| 011 01 1516 000 | | OCCUPANT | 20227 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 008 99 0005 004 | 20180 MACK AVE | COMERICA BANK | 2800 POST OAK BLVD STE 4200 | HOUSTON, TX 77056 |
| 008 99 0005 004 | | OCCUPANT | 20180 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 008 99 0005 003 | 20200 MACK AVE | COMERICA BANK | 2800 POST OAK BLVD STE 4200 | HOUSTON, TX 77056 |
| 011 01 1599 000 | 1805 OXFORD RD | LETO, CARRIE | 33300 W SIX MILE RD | LIVONIA, MI 48152 |
| 011 01 1599 000 | | OCCUPANT | 1805 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| 007 03 0549 000 | 1811 HUNT CLUB DR | GARLAPATI, LAKSHMI S | 80 DUVAL RD | GROSSE POINTE SHORES, MI 48236 |
| 007 03 0549 000 | | OCCUPANT | 1811 HUNT CLUB DR | GROSSE POINTE WOODS, MI 48236 |
| 011 01 1598 000 | 1813 OXFORD RD | BURKE, THOMAS P | 88 S DEEPLANDS RD | GROSSE POINTE SHORES, MI 48236 |
| 011 01 1598 000 | | OCCUPANT | 1813 OXFORD RD | GROSSE POINTE WOODS, MI 48236 |
| | | | | |
| OWNER - CLASS C LIQUOR LICENSE | OWNER ADDRESS | CITY, STATE, ZIP | | |
| DA EDOARDO | 19767 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| BUCCI | 20217 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| CHAMPS | 20515 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| TELLY'S PLACE | 20791 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| MACK AVENUE GRILL | 19841 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| CHURCHILL'S CIGAR BAR | 19271 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| SALVATORE SCALLOPINI | 19655 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| FERLITO'S FAMILY DINING | 20745 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| LITTLE TONY'S LOUNE | 20513 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| PENDY'S GROSSE POINTE | 20930 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| CRISPELLI'S | 19852 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |



City of Grosse Pointe Woods

300' Notification Buffer

Surrounding 20195 Mack Ave

RECEIVED
AUG 28 2024
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

CITY OF GROSSE POINTE WOODS

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date: AUGUST 29, 2024

#1 GPW PHN CLASS C LIQ LIC

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joseph [Signature]
Notary Public

City of Grosse Pointe Woods, Michigan
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses, Section 4-24 (3) of the City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, September 9, 2024, at 7:00 p.m. at 20025 Mack Plaza Drive in the Council-Court Room of the Robert E. Novick Municipal Center to hear comments from the public prior to consideration of Council determining whether to grant the last available Class C liquor license to 20195 Mack Avenue, Grosse Pointe Woods, as requested by BCM Restaurants, LLC or to 20710 Mack Avenue, Grosse Pointe Woods, as requested by Daily Jam GP, LLC. The Council reserves the right to grant all, some, or none of the requests for a license. All interested persons are invited to attend and will be given opportunity for public comment. The file is available for public scrutiny at the City Clerk's office at City Hall.

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

Paul P. Aniolin
City Clerk

G.P.W.: 08/29/2024

JACQUELYN STONICK
NOTARY PUBLIC - STATE OF MICHIGAN
My Commission Expires July 03, 2029
Acting in the County of Wayne

LOLA'S TACO BAR

Content

1 Concept Inspiration

2 Mood Board

3 Visual Identity

4 Inspiration Menu

5 Operational Overview

Concept Inspiration

Our concept is inspired by the bold energy and zestful flavors of Mexican cuisine. We draw inspiration from the vibrant streets of bustling cities, where creativity, diversity, and an appetite for bold flavors converge. Our aim is to capture the essence of this dynamic spirit and infuse it into every aspect of our brand.



Concept Inspiration



Concept Inspiration



Concept Inspiration



Visual Identity - Branding



LOLA'S TACO BAR

Lola's Taco Bar embraces a visual brand identity that is clean, young, and vibrant, reflecting the energy and excitement of our modern approach to tacos.

With a minimalist aesthetic, our brand exudes a sense of simplicity and clarity, allowing the focus to be on the mouthwatering food and drinks we offer.

Clean lines, fresh colors, and bold typography come together to create a visually appealing experience for our customers. The use of bright and lively hues injects a youthful and energetic vibe into our brand, capturing the spirit of fun and enjoyment. Whether it's through our logo, menu design, or interior decor, our visual brand identity resonates with the dynamic tastes of our target audience.

We strive to create an atmosphere that feels modern, inviting, and full of life, ensuring that every customer feels connected to the vibrant essence of our brand.

LOLA'S TACO BAR

| Tacos | -served w/onion + cilantro 2 per order |
|--|---|
| Carnitas | 8 |
| salsa rojo | |
| Chorizo | 8 |
| papas . queso fresco | |
| Al Pastor | 8 |
| marinated pork . pineapple salsa | |
| Fried Pork Belly | 9 |
| jalapeno onion relish . pineapple salsa | |
| Baha Mahi Mahi | 9 |
| lime slaw . pico de gallo | |
| Crispy Avocado | 8 |
| lime slaw . raw verde | |
| Chicken Tinga | 8 |
| queso fresco . chipotle salsa | |
| Carne Asada | 9 |
| charred salsa rojo | |
| Costilla | 10 |
| braised short rib . chipotle salsa | |
| Fried Cheese | 8 |
| jalapeno onion relish . salsa verde | |
| Tortas | -Served on La Gloria bollo bun with Queso Oaxaca |
| Milanesa | 12 |
| fried chicken cutlet . avocado . slaw . lime mayo | |
| Panza | 12 |
| fried pork belly . pineapple salsa . chipotle | |
| Milanesa Aguacate | 12 |
| fried avocado . salsa verde . creamy slaw . lime mayo | |
| Sonoran | 10 |
| bacon-wrapped hot dog . fried avocado chipotle salsa . pickled vegetables | |
| Pollo Verde | 14 |
| grilled chicken . salsa verde . cilantro . jalapeno onion relish | |
| Ahogahda | 14 |
| ham . muenster . ahogada sauce pickled vegetables | |

Chips & Dips

| | |
|---|----|
| Salsa Duo | 9 |
| raw verde . charred rojo . | |
| Chips + Guacamole | 14 |
| hand-mashed avocado . fresh lime poblano pepper . onion . cilantro | |
| Salsa Flight | 17 |
| raw verde . charred rojo . guacamole | |
| Queso Fundido | |
| queso chihuahua . crema . cotija 14 | |
| chorizo . papas . salsa rojo 17 | |
| grilled vegetables . salsa verde 15 | |
| lobster . pineapple salsa 25 | |

Apps

| | |
|--|----|
| Grilled Elote | 9 |
| lime mayo . queso cotija . chili | |
| Frutas Con Chile | 11 |
| seasonal fresh fruit . chamoy . tajin | |
| Sweet Potato Fries | 9 |
| chorizo . queso fresco . salsa rojo | |
| Shrimp Aguachile Verde | 14 |
| cucumber . jalapeno . red onion . lime | |
| Cali Salad | 12 |
| grilled corn . cherry tomato . black bean avocado . sunflower seeds cilantro-lime dressing | |

Desserts

| | |
|--|---|
| Paletas | 6 |
| watermelon hibiscus pineapple cucumber prickly pear mango dulce de leche arroz con leche | |
| Churritos | 6 |
| cinnamon sugar . dulce de leche | |
| Tres Leches Cake | 7 |
| three-milk soaked cake whipped cream . dulce de leche . coconut | |

Visual Identity - Menu

Lola's offers a straightforward and approachable menu that caters to a wide range of preferences. The foundation of our menu revolves around delicious tacos, allowing customers to choose from a variety of protein options such as shredded chicken, seasoned ground beef, pork carnitas, and spicy tofu for our vegan friends. To complement the tacos, we offer sides like Mexican rice, refried beans, chips and salsa, and queso dip. Customers can quench their thirst with refreshing drink options such as Margaritas, Palomas, Jarritos, horchata, and soft drinks. Our goal is to provide an easy and accessible taco experience, ensuring that everyone can find their perfect combination of flavors and enjoy a satisfying dining and bar experience.

Operations Overview



Our efficient kitchen setup ensures the timely preparation of mouthwatering tacos and tortas while our friendly and skilled staff contribute to a welcoming atmosphere. With a focus on quality control, customer satisfaction, and a commitment to operational excellence, Lola's Taco Bar is poised to redefine the taco dining experience



Thank You

Brandon Zarb

248-568-6683 / Brandonpaulzarb@gmail.com

Summary

Highly motivated sales professional with diverse experience in restaurant operations and customer service. Broad understanding of financial management principles to ensure decisions are fiscally sound and responsible. Emphasis on communication, interpersonal skills, planning and organizational abilities, as well as after sales support.

Core Competencies

- Strategic Planning
- Building Rapport
- Budget Forecasting
- Staff Development
- Team Engagement
- CRM Software
- Leadership
- Public Speaking
- Conflict Resolution
- Analytical Skills
- Project Management
- After Sales Support

Experience

Van Eerden Foods, Grand Rapids, MI 2023-Present
Sales Consultant

- Responsible for development and maintenance of a profitable sales route by selling and servicing existing customers, opening new accounts, and increasing existing sales volume.
- Serviced and maximized accounts with current and prospective customers by utilizing company specialists, vendors, and brokers.
- Evaluated market conditions, product innovations, and competitor's products, prices, and sales; shared information with customers as part of value-added services provided.
- Communicated and collected accounts receivable as necessary, worked with credit department and client; collected all balances due based on approved credit terms.

Detroit Athletic Club, Detroit, MI 2019-2023
Executive Sous Chef

- Oversaw annual purchasing of \$3.4MM in perishable goods and over \$8MM in food sales.
- Orchestrated logistical planning, product purchasing, and execution of events for up to 1,700 members.
- Responsible for managing and overseeing entire department in the absence of the Executive Chef.
- Calculated food costs and determined pricing on all banquet, a la carte, and catering menus in accordance with annually budgeted food and labor cost goals.
- Led team of over fifty culinarians and ten salary managers, including weekly composition of department schedule.
- Modernized numerous financial tracking processes including individualized event labor, detailed a la carte food costing, and accurate inventory processes.
- Assisted Food & Beverage director in formulating annual budgets, creating new concepts and events with emphasis on member engagement and strategies for developing and retaining staff.

Rising Stars Academy, Centerline, MI 2018-2019
Culinary Paraprofessional Educator, Ongoing Volunteer

- Provided culinary instruction to young adults with intellectual disabilities.
- Managed daily operations of student run restaurant serving public and faculty.
- Planned and taught daily lessons in functional math skills with emphasis on independence.

Working-Class Outlaws, Ferndale, MI 2015-2018
Corporate Executive Chef

- Oversaw all culinary operations at Public House, Imperial, and Working-Class Outlaws catering.
- Led over sixty hourly back of house employees and nine salary managers.
- Increased F&B sales growth of over 60% between 2015 and 2018 while maintaining profitability.
- Budgeted all food and labor costs at or beneath target goals in accordance with ownership's vision.
- Monitored purchasing of \$1.2M a year in perishable goods and \$3.7M a year in food sales.
- Built and maintained all menus, orchestrated research and development, and initiated all staff training and implementation.

One Off Hospitality, Chicago, IL 2014-2015
 Sous Chef
 Instrumental role in the opening of new properties including Big Star and Dove’s Luncheonette.
 Daily supervision and execution of rotating menus in high-volume, award-winning properties.

Gage Hospitality Group, Chicago, IL 2013-2014
 Sous Chef
 Oversaw back of house operations at award winning Gage restaurant in downtown Chicago.
 Maintained high food standards through leadership and management of over fifty culinary employees.

Epicurean Restaurant Group, Detroit, MI 2012-2013
 Chef de Cuisine
 Coordinated all ordering, staffing, scheduling, and dinner services for Gastronomy restaurant.
 Executed tasting menus ranging from six to twenty-four courses.
 Planned, built, and maintained 750 sq ft herb garden on property.

Previous Positions
 Baker and catering Chef – Holiday Market, Royal Oak, MI
 Student Sous Chef – Schoolcraft College, Livonia, MI
 Line cook – Jeremy Bar and Grill, Keego Harbor, MI
 Kitchen Apprentice – Five Lakes Grill, Milford, MI

Education

University of Michigan, Flint, MI
 Bachelor of Business Administration (in progress) Expected Graduation: Fall 2024

Schoolcraft College, Livonia, MI
 Honors: Phi Theta Kappa, Dean’s list 2009-2012, 2021-2022.
 Professional Culinary Arts Associate in Applied Science 202
 Associate in General Studies 2
 Professional Culinary Arts Certificate 202
 Culinary Baking and Pastry Arts Certificate 2

Awards and Achievements 201
 Detroit Athletic Club - Platinum Clubs of America ranked #1 Athletic Club in the United States 2019-2023. 2
 Boardroom Magazine Distinguished Achievement 2020, 2021, 2022. 200
 Chaîne de Rotisseur Jeunes Chefs 2013 National First Runner-up. 9
 ACF Student Team Competition 2012 Central Region Gold Medalist.
 ServSafe Food Protection Manager Certification.

Professional References

Eric Djordjevic – Vice President of Operations, Boutique Hotel Professionals, Plymouth, MI
 (440) 376-4075, Edjordjevic@stjohnsgc.com
 Branden McRill – Co-founder and CEO, 5-Out and Fine-Drawn Hospitality, Philadelphia, PA
 (313) 303-1138, Branden.mcrill@gmail.com
 Shawn Loving CMC – Executive Chef, Detroit Athletic Club, Detroit, MI
 (313) 333-7231 – Shawnl@thedac.com
 David Meyers – President, David Meyers Associates Culinary Recruitment, Bloomingdale, IL
 (847) 705-6700, Meyersdgm@comcast.net
 Mark Prentiss – Founder, Rising Stars Academy, Center Line, MI
 (586) 202-9466, Mprentiss@rsaonline.org
 Adam Russell – CEO, Detroit Optimist Society, Detroit, MI
 (586) 871-4892, Adam@optimisticdetroit.com

MEL FUECHTMANN

Director of Operations,
Marketing & Events



646 - 245 - 0944

me@warrenhq.com

EDUCATION

BA Theatre Performance
Minnesota State University
1997 - 2001

Serv Safe Certification

TIPS Certified

EXPERTISE

Marketing
RESY
Open Table
Canva
Excel
Word
Planoly
Buffer
Avero
5-Out
Asana
Toast
Breadcrumb
Micros
7shifts
Tripleseat
Eventbrite
Tock
Adobe Illustrator
Social Media

ABOUT ME

I am an enthusiastic, self-motivated, reliable, responsible and hard working person. I am a mature team worker and adaptable to all challenging situations. I am able to work well both in a team environment as well as using own initiative. I am able to work well under pressure and adhere to strict deadlines.

WORK EXPERIENCE

Jan 2018- Present

Walnut Street Cafe | The Post | Sunset Social - Phila. PA

Director of Operations & Events

- pre-opening of all 3 units, set up vendors, hired teams, opened/set up accounts, project mgmt, creation of manuals & SOPs, created beverage program, executed training, service and events oversight, menu oversight, building of brand image, social media and marketing oversight, scheduling of contract services, event sales booking and follow through, website creation oversight

2016 - 2018

Walnut Street Cafe | 2929 Walnut Street, Phila. PA

General Manager

- worked with the team and oversaw the floor for a three meal period restaurant, in room dining menu and event oversight for our neighbors at AKA Hotel, refinement of service execution, new hire onboarding/testing/training, guest outreach, donation oversight, food and beverage menu oversight, inventory execution, staff retention, team evaluations, coordination of team outings, FMC Tower catering and event oversight, payroll

2015 - 2016

Rebelle | NYC, NY

General Manager

- interview/hired/trained new hires, implemented and oversaw ongoing staff education, oversaw the floor during dinner service, scheduled contract service and maintenance, executed social media for the restaurant, scheduling, oversaw beverage program, purchasing

2013 - 2016

Pearl & Ash | NYC, NY

General Manager

- worked on the pre-opening of the restaurant, oversaw the floor for a dinner service ~~executed beverage~~ inventory, interviewed new hires, executed onboarding and training, implemented micros, open table and binwise, opened and closed the restaurant following procedure, scheduled contract service and maintenance, executed social media for the restaurant

2001 - 2013

Various hospitality positions held in NYC:

- The New York Palace Hotel at Gilt (2 yrs)
- The Boat Basin Cafe (2 yrs)
- Brasserie 8 1/2 in the 9W Solow building (6 yrs)
- Citrus (2 yrs)

TO: Mayor Bryant and City Council Members
FROM: Debra Walling, City Attorney
RE: September 9, 2024, Public Hearing(s) on Michigan Liquor Control Commission (MLCC) Applications
DATE: September 4, 2024

In view of the unusual situation whereby two entities are requesting the City's one remaining quota liquor license, I offer the following information:

1. There is no MLCC rule or entitlement to either applicant by virtue of which entity applied first or which entity paid the application fee first.
2. The City's quota licenses are valuable economic development tools.
3. Section 4-24 (6) of the City Code, sets forth a non-exclusive list of review factors for the City Council's consideration of each applicant and application. It states the following:

(6) *Review factors.* In reviewing a request for a new license, transfers of ownership of existing licenses or transfers into the city of new on-premises licensees, the council may consider the following factors:

- a. The appropriate relationship between buildings and land uses.
- b. Total number of similar licenses in the city.
- c. Input from residents and surrounding business owners.
- d. Impact of the establishment on surrounding businesses and neighborhoods.
- e. Pedestrian and vehicular movement.
- f. Parking availability.
- g. Number of seats/occupancy compared to the surrounding area.
- h. Substantial renovation of existing buildings.
- i. Concentration of drinking establishments and impact on policing requirements.
- j. General policing requirements.
- k. Business history.
- l. Business experience.
- m. LCC violation history.
- n. Diversification of the type of commercial activity in a given area or block.
- o. Ratio of food to alcohol sales.
- p. Type or character of the establishment, e.g., full-service restaurant, "bar only" or hotel.
- q. Overall benefit of the plan to the city.
- r. The applicant's financial status and his ability to build or operate the proposed facility, including whether appropriate lease arrangements exist.
- s. The applicant's (including all individuals holding a five percent or greater interest) past criminal convictions for crimes involving moral turpitude, violence or alcohol.

- t. The uniqueness of the proposed facility when compared with other existing or proposed facilities.
- u. The permanence of the proposed establishment in the community, as evidenced by the proposed or actual commitments made by the applicant.
- v. The effect that the proposed establishment would have in contributing to the economic stability or revitalization of areas within the city.
- w. The cost burden to the city.
- x. Any other factor that may affect the health, safety and welfare or the best interests of the city and its residents.

These factors are only intended to be guidelines to assist the council in making its determination and nothing in this article shall otherwise limit the council's discretion in making its determination.

If you have any questions, please let me know.

Respectfully submitted,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Debra A. Walling

Debra A. Walling



Memorandum on Liquor License Requests

TO: Grosse Pointe Woods City Council and City Administration
FROM: Brigitte Wolf, AICP
SUBJECT: **Class C, SDM Context and Comparison**
DATE: September 5, 2024

This memo includes an overview and cross comparison of the two restaurants who have applied for a liquor license from the City of Grosse Pointe Woods. The evaluation also takes into consideration Ordinance requirements based on the request for a Class C license as well as zoning, parking and SDM buffering requirements of the City’s Zoning Ordinance.

The applicants and their respective locations include the following:

1. 20195 Mack Ave, BCM Restaurants – Branden McRill (*former Boston Market*)
2. 20710 Mack Ave, Daily Jam GP, LLC – Dan Curis (*former Big Boy*)

Originally both businesses applied for a Class C and Specially Designated Merchant (SDM) license; however, at this time, BCM Restaurants is applying for Class C and Daily Jam GP, LLC is applying for both the Class C and SDM license.

BACKGROUND

There are a variety of liquor licenses, both for retailers and manufacturers. The licenses being considered, **1) Class C** and **2) Specially Designated Merchant (SDM)**, are within the retailer tier. Retailer licenses are “quota” licenses, meaning there are a limited number of specific license types based on the population of the local municipality*. BCM Restaurants and Daily Jam are seeking the last Class C license available from the city quota. Class C quota licenses can be transferred from one local government to another and are available for purchase at the county level.

For context, the businesses with liquor licenses in GPW, including SDM license, are listed in the table on the right and the category types are explained below.

- Class C – Allows for a restaurant / bar to serve beer, wine, mixed spirit drink, and spirits to customers on site. Local legislative approval is required for issuing new licenses, but not required to transfer ownership or location of an existing license.
- Specially Designated Merchant (SDM) – This is an “off-premises” retailer license. Allows convenience stores, grocery stores, or gas stations to sell beer and wine in its original packaging to customers for consumption off the premises. An on-premises retailer (restaurant) may hold an SDM license to allow packaged

| Name | Classification |
|-------------------------------|----------------|
| Little Tony's Lounge | CC |
| Bucci | CC; SDM |
| Champs | CC |
| Telly's Place | CC |
| Mack Avenue Grille | CC |
| Churchill's Cigar Bar | CC; SDM |
| Salvatore Scallopini | CC |
| Ferlito's Family Dining | CC |
| Da Edoardo Restaurant | CC; SDM |
| Pendy's | CC |
| Crispelli's | CC |
| Garrido's Bistro | CC |
| Someday Brewing | CC |
| Woods Wholesale Wine | SDD; SDM |
| Oxford Beverage | SDD; SDM |
| Merchant's Fine Wine | SDD; SDM |
| CVS/Pharmacy #8107 | SDD;SDM |
| Fairway Packing Retail, LLC | SDM |
| Merit Woods Drugs | SDD; SDM |
| Kroger Store #454 | SDM |
| On the Run Mobile Gas Station | SDM |
| Lochmoor Club | SDM; C |



alcoholic purchases for takeout. No local legislative approval required; however, the City Zoning Ordinance (Section 50-4.9 (B)) has buffering requirements for this license type

- Specially Designated Distributor (SDD) – This is another “off-premises” retailer license that allows for the sale of spirits. These are almost always held in conjunction with SDM license.

Businesses with these licenses need permits for extended or additional activities, such as:

- Catering Permit – Allows for the sale, delivery, and service of beer, wine, and spirits at private events. In this case, alcohol is served to guests for no charge. Those with a Class C, SDM, ADD, manufacturer with on-premises tasting room permit, and other licensees many seek a catering permit. No local legislative approval required.
- Additional permits needed for additional bars, banquet facility, Sunday Sales (AM) (PM), Authorization for Outdoor Service, Beer & Wine Tasting, Dance or Entertainment, Extended Hours, etc.

* There are some exemptions from the quota; for example, in the case of SDM, exemptions are allowed if there is not the same type of business within two miles of the proposed licensed business, which does not apply here. Other exemptions for Class C apply to redevelopment or development districts (DDA) with a certain amount of investment, as well as resorts and other special development, such as universities, sporting events, or airports – these exemptions do not apply either.

Local government considerations based on the City’s Ordinance are explained in the following subsections.

ORDINANCE STANDARDS FOR LIQUOR LICENSE

In addition to Zoning standards, included below, any liquor license application must meet the standards of the Grosse Pointe Woods Ordinance Section 4-24. Application and review procedures. This information was included in the application form provided to each applicant. Additional restrictions are found in Section 4-30 as well, to ensure that the applicant not only can legally hold such a license, and that the license shall not be issued to the following:

- *“To a fast-food or drive-through type establishment or other establishment which has characteristics such as counter-only service or no wait staff,”* giving priority to full service, sit-down restaurants with a full menu and not a carry-out or fast-food restaurant. Sit-down restaurants typically contribute more to the vitality of the business district than fast food restaurants because they encourage patrons to stay in the area longer and visit other businesses either before or after dinner. Counter service that offers seating on site are not considered counter-only, carry-out, fast-food restaurants.
- *“To a person who cannot establish that a license will be used by the licensee within six months of LCC approval and will not be held for investment.”* This should be clarified at the meeting.

Based on the information provided in the application, both applicants have the potential to meet the Ordinance requirements for a Class C licensed establishment.

SPECIAL LAND USE

Beyond the licensing stipulations in the Ordinance there are additional review requirements for such businesses in the Zoning Ordinance. Restaurants serving alcohol (taverns) require special land use review within the C Commercial Business District. Either applicant would be subject to the special land use review process. This process involves site plan review, as well as a public hearing and recommended action to City Council by



Planning Commission regarding approval or denial of the application. The required contents of site plans to be reviewed are listed under 50-6.1 (G).

SDM BUFFERING REQUIREMENT

Based on the Zoning Ordinance Section 50-4.9, SDM have buffering requirements. The Planning Commission shall not approve any SDD or SDM use within the C-2 high intensity city center district if such proposed use or establishment is:

1. within a 500-foot distance from an existing SDD or SDM establishment, or
2. within a 500-foot distance from a place of worship or an elementary, junior or senior high school site.

| Location | Neighboring SDM | Place of Worship | School | Compliance |
|------------|--|------------------|--|---|
| 20195 Mack | Bucci (100 ft) | <i>None</i> | <i>None</i> | <i>Would not comply; however, no longer seeking SDM.</i> Complies |
| 20710 Mack | On the Run Mobile Gas Station (0ft); Woods Wholesale Wine (~350 ft) | <i>None</i> | Parcells Middle School (~480ft) | <i>Does not comply.</i> <i>Variance(s) needed.</i> |

Daily Jam GP, LLC is interested in continuing to pursue an SDM license for catering purposes. In addition to the special land use, multiple variances would be needed for the request at 20710 Mack Avenue.

For a variance to be granted, the applicant must prove that compliance with the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create a practical difficulty. The Zoning Board of Appeals would need to agree with a finding of practical difficulty, based on the criteria set in the Ordinance under Section 50-7.15.

PARKING

Zoning Ordinance requirement based on the land use type for establishments for sale and consumption on the premises of beverages, food or refreshments: “*One for each 200 square feet of gross floor area, plus one for each employee on the premises during the peak employment shift.*”

| Location | Required | Provided | Compliance |
|------------|---|---|---|
| 20195 Mack | Square footage of gross floor area = 2,192.016 Number of Employees (largest shift) = # 50%(11) = 5 + Employees | 10 off street parking + on-street spaces. Could add one-two more with relocating the dumpster. | Likely complies pending information on employees in the largest shift. |



| | | | |
|------------|--|---|--|
| 20710 Mack | Square footage of gross floor area = 5,503 Number of Employees (largest shift) = # 50%(28) = 14 + Employees | 31 off street parking + shared parking agreement = 40 | Very likely complies pending information on employees in the largest shift. |
|------------|--|---|--|

NEXT STEPS IN THE REVIEW PROCESS

In summary, both restaurants with alcoholic beverages would require a site plan and special land use review, involving additional Planning Commission and City Council reviews. In addition, based on the SDM requirements, Daily Jam LLC at 20710 Mack Avenue would also require multiple variances given the proximity to the middle school and two other SDM businesses, which would require review by the Zoning Board of Appeals and findings of practical difficulty. Strict compliance with the Ordinance requirements should be followed, especially as the last Class C license is currently available for the City to administer.

We recommend that the City consider the input received during the public hearing and information from each respective applicant on how they align with Ordinance standards. During the public hearing, we recommend Council request further clarification on the following:

- From 20195 Mack Ave, BCM Restaurants – clarity on their business model on how it aligns with the Ordinance requirement for service beyond counter-only food service; and if they will be able to operate within 6 months from LCC approval.
- From 20710 Mack Ave, Daily Jam GP, LLC – clarity on how the SDM license will be used as a part of their business model and if they will be able to start operating in 6 months of LCC approval.

Following information received during the meeting, Council may either 1) grant an applicant the Class C license, and then the applicant will pursue site plan and special land use approval, 2) table the decision if further information is needed, or 3) table the decision until each applicants pursues site plan approval, special land use recommendation and a recommendation on variances from Planning Commission prior to deciding who will be granted the Class C license.

Fahey Schultz Burzych Rhodes

ATTORNEYS AT LAW
4111 OKEMOS ROAD
OKEMOS, MI 48864 USA

FSBRLAW.COM
TEL: 517.381.4100
FAX: 517.381.5091

July 9, 2024

Overnight Delivery

Grosse Pointe Woods
Attn: Paul P. Antolin, City Clerk
Robert E. Novitke Municipal Center
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

Dear Mr. Antolin,

Re: *Liquor License Application – Daily Jam GP, LLC*

Enclosed for your consideration is an application for a new Class C Liquor License in the City of Grosse Pointe Woods, along with the required application fee in the amount of \$2,500.00.

The enclosed documentation includes the following:

- Grosse Pointe Woods Liquor License Application:
 - Proof of Financial Responsibility (LC-95)
 - Construction Schedule
 - Renovation Plan
 - Site Plan
 - Floor Plan
 - Menu
 - Location map
- A copy of the draft MLCC application:
 - On Premise Retailer License & Permit Application (LCC-100a)
 - Report of Stockholders, Members, or Partners (LCC-301) for applicant Daily Jam GP, LLC
 - Report of Stockholders, Members, or Partners (LCC-301) for member Motor City Jam, LLC
 - Report of Stockholders, Members, or Partners (LCC-301) for member Curis Jam, LLC
 - Report of Stockholders, Members, or Partners (LCV-301) for member ZGR Holdings, LLC
 - Articles of Organization and Operating Agreement for applicant Daily Jam GP, LLC
 - Articles of Organization and Operating Agreement for member Motor City Jam, LLC
 - Articles of Organization and Operating Agreement for member Curis Jam, LLC
 - Articles of Organization and Operating Agreement for member ZGR Holdings, LLC



- Draft Lease for Proposed Premises

Should you require additional information or have any questions concerning the enclosed documentation, please do not hesitate to contact me, or my assistant, Rhonda Mask.

Thank you.

Sincerely,



MARK J. BURZYCH
MEMBER

Direct: 517.381.3159

mburzych@fsbirlaw.com

**Grosse Pointe Woods
Liquor License Application**

Daily Jam

breakfast • lunch • brunch

**DAILY JAM GP, LLC
20710 MACK AVENUE
GROSSE POINTE WOODS, MI 48236**

INTRODUCTION

Daily Jam GP, LLC ("Applicant") respectfully requests that the City of Grosse Pointe Woods ("City") issue it a new Class C liquor license from the quota of the City. Applicant proposes to acquire, renovate, and occupy the restaurant location of the current Big Boy restaurant on Mack Avenue and convert the restaurant property to a Daily Jam.

The Daily Jam restaurant concept was started in 2011 in Tempe, Arizona and has a location in Farmington Hills, Michigan owned, in part, by the part owners of the proposed location in the City. Daily Jam will serve fresh, made-from-scratch dishes, hand-crafted breakfast cocktails, and a full range of coffee drinks. The Daily Jam experience delivers a difference customers can taste and feel. With a casual vibe, indoor and outdoor seating, and its award-winning food, customers will always feel welcome here -- Daily Jam is a neighborhood staple that customers can truly call their home away from home!

THE APPLICANT

Daily Jam GP, LLC, the Applicant, is a Michigan limited liability company formed on May 23, 2024 for the purpose of pursuing this opportunity in the City. Daily Jam is a privately held company. Daily Jam's Manager is Anthony Ansara. Daily Jam is owned by 3 investor groups: Motor City Jam, LLC (1/3 member), Curis Jam, LLC (1/3 member), and ZGR Holdings, LLC (1/3 member). Motor City Jam, LLC is owned by Anthony Ansara and his father Victor Ansara. Curis Jam, LLC is owned by Dan Curis Sr. and Dan Curis Jr. The Curis family currently operates the Big Boy restaurant in the City. ZGR Holdings, LLC is an investor group that owns the Daily Jam concept and include several individual investors. A copy of the Applicant's articles of organization are attached.

Among other things, the Ansara family has owned and operated restaurants throughout Michigan and the country since 1961. The Ansara family owns all of the Red Robins in Michigan. There are 19 Red Robin restaurants in the state, and 3 in Ohio, all of which have liquor licenses. The Ansara family also owns and operates 5 Twin Peaks restaurants in Michigan and Ohio and 2Booli in Farmington Hills, all of which have liquor licenses. The Ansara family has owned liquor licenses in their operations since 1993. The Ansara family is a highly qualified restaurateur and operator of licensed establishments. They are familiar with the intricacies of the operation of a restaurant and compliance with the Michigan Liquor Control Code.

FINANCIAL STATUS OF THE APPLICANT

The Applicant is owned by 3 groups that have substantial financial resources. The Ansara family operates a substantial restaurant organization with 30 restaurants in their portfolio. The Curis family owns the existing Big Boy restaurant in the City and has been an excellent corporate citizen of the City for 48 years. The ZGR group owns the original Daily Jam in Tempe, Arizona and owns all of the intellectual property of the Daily

Jam concept and is owned by 3 individuals, each of whom have substantial financial resources.

The Applicant plans to renovate the current Big Boy restaurant at a cost of approximately \$500,000. The Applicant plans to finance these renovations through internal capital contributions.

The City should not be concerned with the financial status of this Applicant.

THE REAL ESTATE

The Applicant intends to obtain possession rights of the current Big Boy restaurant location by lease. Attached to this application is a draft of the Lease for the Applicant. The location is 20710 Mack Avenue, Grosse Pointe Woods, Michigan 48236.

The Applicant will begin renovation construction on approximately September 1, 2024 and complete the renovation construction on November 1, 2024. Attached to this application is a draft site plan, draft construction plans, and a proposed construction schedule.

STATEMENTS REQUIRED BY CITY ORDINANCE

In accordance with Section 4-24 of the City's Ordinance regarding Alcoholic Liquors, the Applicant, through its manager, Anthony Ansara, makes the following statements:

1. Applicant has not applied for a similar or other license on the premises other than described in the application and the disposition of such application.
2. Neither the Applicant, nor any of its members, have ever been convicted of a felony or a crime involving moral turpitude, violence or alcoholic liquors, and is not disqualified to receive a license by reason of any matter or thing contained in this chapter or the laws of the state.
3. Applicant will not violate any of the laws of the state, of the United States or any ordinance of the city in the conduct of business.
4. Applicant is requesting a new issue Class C Liquor License.
5. A copy of the completed and signed Proof of Financial Responsibility form (LC-95) is attached.
6. A copy of the draft Michigan Liquor Control Commission application for the issuance of this new Class C liquor license is attached.

SITE LOCATION, DESIGN, OPERATIONAL AND IMPLEMENTATION INFORMATION

1. Attached is a site plan of the property
2. Attached is a location map of the proposed licensed premises to show the relationship of the proposed licensed premises to the surrounding property and

uses and any church or school building within 500 feet of the proposed licensed premises.

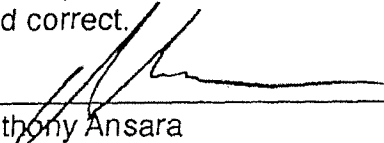
3. Attached is a floor plan, seating arrangements, interior design, and the type of furniture and fixtures to be used in the proposed restaurant.
4. Attached is the draft renovation plans.
5. The proposed hours of operation are as follows:

Sunday 7:00 am – 3:00 pm
Monday 7:00 am – 3:00 pm
Tuesday 7:00 am – 3:00 pm
Wednesday 7:00 am – 3:00 pm
Thursday 7:00 am – 3:00 pm
Friday 7:00 am – 3:00 pm
Saturday 7:00 am – 3:00 pm

Estimated number of employees: 40

APPLICANT VERIFICATION OF INFORMATION

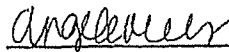
Anthony Ansara, Manager of Daily Jam GP, LLC, the Applicant, being first duly sworn and deposed verifies, under oath, that all information contained in this Application is true and correct.



Anthony Ansara

Dated: June 12, 2024

Subscribed and sworn before me by Anthony Ansara, Manager of Daily Jam GP, LLC on this 12 day of June, 2024 in Oakland County, Michigan



Notary Public
State of Michigan, County of Oakland
My Commission expires: 8/18/29
Acting in the County of Oakland

ANGELA MCCOY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires August 18, 2029
Acting in the County of Oakland

TABLI



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc
 E-mail form to: mlccinsurance@michigan.gov

Proof of Financial Responsibility

(Authorized by MCL 436.1803)

An applicant for retail license or a retail licensee renewing a license, shall file with the Commission and maintain Proof of Financial Responsibility under MCL 436.1803(1) of at least \$50,000. The Proof of Financial Responsibility may be in the form of cash, unencumbered securities, a policy or policies of liquor liability insurance, a constant value bond executed by a surety company authorized to do business in this state, or membership in a group self-insurance pool authorized by law that provides security for liquor liability. **Failure to provide and maintain Proof of Financial Responsibility may result in revocation, suspension or non-issuance of a retail license.**

1. LICENSEE MAILING ADDRESS

Daily Jam GP, LLC
 23925 Industrial Park Dr.
 Farmington Hills, MI 48335

2. LICENSE NUMBER(S), LICENSEE NAME, BUSINESS ADDRESS AND BUSINESS ID

Daily Jam GP, LLC
 20710 Mack Ave.
 Grosse Pointe Woods, MI 48236
 BID# TBD

3. LIQUOR LIABILITY INSURANCE. The undersigned agent certifies that Liquor Liability insurance is issued in the amount of at least \$50,000.

| | |
|--|----------------------------|
| Insurance Policy Number: A528582 | Effective Date: 12/01/2023 |
| Insurance Company Name and Address: West Bend Mutual Insurance Company, 1900 S. 18th Ave., West Bend, WI 53095 | |

4. CONSTANT VALUE BOND* The undersigned certifies that a Constant Value Bond is issued in the amount of at least \$50,000.
 * Required Attachments: (1) CONSTANT VALUE BOND document w/original signatures, and (2) POWER OF ATTORNEY.

| | |
|-----------------------------------|-----------------|
| Bond Number: | Effective Date: |
| Bonding Company Name and Address: | |

5. CERTIFICATE OF DEPOSIT* in the amount of at least \$50,000 pledged to the State of Michigan as first claimant.
 * Required Attachments: (1) PLEDGE AGREEMENT with original signatures, (2) a copy of the CERTIFICATE OF DEPOSIT, and (3) the SAFEKEEPING RECEIPT with original signatures.

| | |
|---|-----------------|
| Certificate of Deposit Number: | Effective Date: |
| Financial Institution Name and Address: | |

6. \$50,000 CASH for deposit with the State of Michigan.

7. \$50,000 OF STOCKS OR BONDS* on deposit with the State of Michigan.
 * Required Attachments: (1) LISTING of the STOCKS AND BONDS showing the CURRENT VALUE, and (2) PLEDGE AGREEMENT with original signatures.

8. COMBINATION OF CASH, STOCKS or BONDS* worth \$50,000 or more on deposit with the State of Michigan.
 * Required Attachments: (1) LISTING of the STOCKS AND/OR BONDS showing the CURRENT VALUE and AMOUNT OF CASH, and (2) the PLEDGE AGREEMENT with original signatures.

9. IRREVOCABLE TRUST* in the amount of at least \$50,000 listing the State of Michigan as first beneficiary and claimant.
 * Required Attachments: (1) a copy of the TRUST.

10. IRREVOCABLE LETTER OF CREDIT* in the amount of \$50,000 pledged to the State of Michigan as first claimant.
 * Required Attachments: (1) an Original LETTER OF CREDIT.

The undersigned certifies this Proof of Financial Responsibility complies with the provisions of Section 436.1801 through 1815.

| | | |
|--|----------------------|--------------------------------|
| 13. Authorized Insurance Agent or Bank Representative: (signature) <i>Paul J. Podzikowski</i> | 11. Date: 06/21/2024 | 12. Telephone No. 248-360-4100 |
| 14. Type or Print Name and Title of Authorized Insurance Agent or Bank Representative: Paul Podzikowski | | |

TAB 2

Table 1

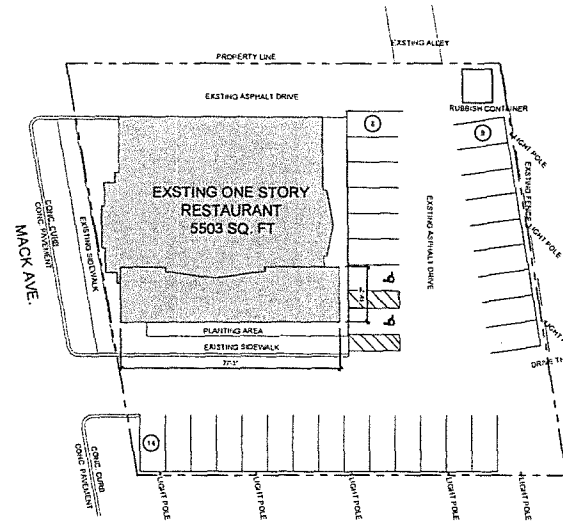
| Activity | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 | Week 12 |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| Demolition | X | | | | | | | | | | | |
| Rough Carpentry | | X | X | X | | | | | | | | |
| Rough Plumbing | | X | X | X | | | | | | | | |
| Rough Electrical | | X | X | X | | | | | | | | |
| Framing | | | | X | X | | | | | | | |
| Rough Plumbing Inspection | | | | | X | | | | | | | |
| Rough Electrical Inspection | | | | | X | | | | | | | |
| Rough Mechanical Inspection | | | | | | | | | | | | |
| Hood/ABUA | | | | | | X | X | | | | | |
| Drywall | | | | | X | X | X | | | | | |
| Painting | | | | | | X | X | | | | | |
| Tile | | | | | | X | X | | | | | |
| Flooring | | | | | | X | X | | | | | |
| Milblock | | | | | | X | X | | | | | |
| Signage | | X | X | | | | | | | | | |
| Classrooms | | | | | | | X | X | | | | |
| Finish Plumbing | | | | | | | X | X | | | | |
| Finish Electrical | | | | | | | X | X | | | | |
| Finish Mechanical | | | | | | | X | X | | | | |
| Final Electrical Inspection | | | | | | | | | X | | | |
| Final Plumbing Inspection | | | | | | | | | | X | | |
| Final Mechanical Inspection | | | | | | | | | | | X | |
| Equipment Install | | | | | | | | | | | | X |
| Finalsuppression Testing | | | | | | | | | | | | X |
| Health Dept Inspection | | | | | | | | | | | | X |
| Final Building | | | | | | | | | | | | X |

TAB 3

TAB 4



LOCATOR MAP
SCALE: 1"=100'



EXISTING SITE PLAN
SCALE: 1"=20'

PARKING NOTES:
 EXISTING PARKING ON SITE: 31 SPACES
 SHARED PARKING AGREEMENT*: 40 SPACES
 *EASEMENT EXECUTED BETWEEN CURIS PROPERTIES LIMITED PARTNERSHIP AND SUNRISE GROSSE POINTE SENIOR LIVING, LLC

SVI
 STOCKY VITALE ARCHITECTS
 21122 WOODWARD AVENUE
 BOTAL OAK, MI 48067-0925
 P. 248.566.6700
 F. 248.566.8456
 WWW.STOCKYVITALE.COM

DATE: 06/20/24
 PROJECT: DAILY JAM RENOVATION FIT-OUT
 20710 MACK AVE
 GROSSE POINTE WOODS
 MICHIGAN, 48236

PROJECT: DAILY JAM RENOVATION FIT-OUT
 20710 MACK AVE
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 MICHIGAN, 48236

Project:
 DAILY JAM
 RENOVATION FIT-OUT
 20710 MACK AVE
 GROSSE POINTE WOODS
 MICHIGAN, 48236

Issued for:
 OWNER REVIEW 06.20.24
 UPDATE 06.21.24

Drawn by:
 ACL JPM
 Checked by:
 JAV

Sheet Title:
 EXISTING SITE PLAN &
 VICINITY MAP

Project No.:
 2018.107

Sheet No.:
 AS100

20 1801 SCALE DRAWING
 7/20/24 DATE PLOTTED

TAB 5

TAB 6

PLAIN AND SIMPLE

- eggs, toast, and grilled potatoes*** 12.99
add bacon, ham, or sausage, or turkey sausage \$2
- sunshine bowl** 12.99
2 eggs your way over our famous grilled potatoes, topped with cheese and choice of protein
- yogurt n'granola** 10.99
house-made pecan granola, strawberries, and blueberries, vanilla yogurt
- overnight oats** 9.99
rolled oats with fresh fruit



FROM THE GRIDDLE

- waffles** 12.99
- red velvet waffles** 13.99
- signature chicken & waffles** 17.99
- original pancakes** 11.99
- french toast** 12.99
- add-ons** 1.99
blueberries, bananas foster, strawberries & whipped cream, apple cinnamon pecan, banana walnut, chocolate chips

Daily Jam

breakfast · lunch · brunch

OMELETTES

served with a side of grilled potatoes. substitute egg whites \$1.5 / add meat \$2 / add veggies .50 each. build your own available. see cashier for a list of available options

- the veg** 13.99
peppers, mushrooms, onions, tomato, zucchini, jack and cheddar cheeses
- morning glory (egg white)** 13.99
marinated roma tomatoes, cilantro, avocado, and red onion
- loaded** 14.99
ham, sausage, bacon, green peppers, mushrooms, tomatoes, onions, zucchini and assorted cheeses
- hot juan** 13.99
chorizo, green pepper, onion, jalapeños, cheese and salsa
- the pear** 13.99
bosc pear, havarti cheese, sliced almonds and bacon

SAUTÉS

our famous grilled potatoes topped with sautéed vegetables & two over medium eggs. sub gluten-free tortilla or toast \$1

- santa fe*** 12.99
chicken, pepper-spiced veggies, mushrooms, and melted cheese with flour tortilla
- the denver*** 12.99
ham, green pepper, onions and melted cheese with choice of toast
- huevos n' chorizo*** 12.99
chorizo, onions, ranchero salsa and melted cheese with flour tortilla
- phoenix sauté** 12.99
potatoes, zucchini, onion, tomatoes, mozzarella "chzz", and Morning Star Farms soy chorizo crumbles, served with avocado, cilantro, and a warm tortilla

BENES & SUCH

sub gluten-free toast or tortilla \$1

- classic eggs benedict*** 12.99
2 poached eggs, canadian bacon and hollandaise sauce on english muffin with side of potatoes
- farmers market benedict*** 12.99
2 poached eggs, spinach, tomato, avocado, and hollandaise sauce on english muffin with side of potatoes
- chipotle egg burrito** 12.99
bacon, avocado, cilantro, potatoes, scrambled eggs, cheese and chipotle sauce with side of potatoes
- the daily burrito** 11.99
scrambled eggs, cheddar cheese and your choice of bacon, ham, turkey sausage, chorizo or soy chorizo wrapped in a flour tortilla and grilled for a crispy crunch- served with a side of salsa and potatoes
- chifaquiles*** 11.99
fresh corn tortillas lightly fried, topped with roasted ranchero sauce, melted cheese, and 2 fried eggs with side of potatoes. add chicken or chorizo \$2
- eddie's breakfast tacos** 12.99
three breakfast tacos with scrambled eggs, black beans, crisp red cabbage and shredded provolone cheese nestled in three warm corn tortillas, served with chipotle mayo, a side of salsa, and lime. add choice of protein \$2

BREAKFAST SANDWICHES

egg sandwiches on grilled artisan ciabatta bread served with a side of grilled potatoes. sub gluten-free toast \$1

- killer*** 12.99
bacon, gorgonzola, fresh thyme, tomato, and almost hard fried eggs
- farmers choice*** 12.99
ham, cheddar, tomato, red onion, and almost hard fried eggs
- chipotle*** 12.99
bacon or sausage, cheddar, chipotle sauce, avocado, onions, and almost hard fried eggs

BREAKFAST DRINKS

BLOODY MARYS

- original mary** 8.99
vodka or gin, lime, mix
- over the top mary** 12.99
premium vodka or gin, lime, mix, over the top garnishes
- bloody maria** 8.99
tequila, lime, mix
- mezcal mary** 8.99
bell pepper infused mezcal, lime, mix

MIMOSAS

- mimosas** 7.99
classic aj, strawberry, grapefruit, peach, pineapple, apple, pomegranate
- mimosa flight** 25.99
choice of any 4 flavors above, served with a bottle of sparkling

BRUNCH CLASSICS

- screwdriver** 6.99
orange juice, vodka
- greyhound** 6.99
grapefruit juice, vodka
- assorted bottled beers** 6.99

Follow us on Social!

For the latest updates, drool-worthy photos, giveaways and more be sure to follow our Instagram and Facebook!

@eatdailyjam



vegetarian



vegan



gluten-free (not a gluten free kitchen)



Ask your server about menu items that are cooked for order. Consuming undercooked meats & eggs may increase your risk of foodborne illness.

AVOCADO TOAST

- bravocado** *V* 11.99
ciabatta toast topped with avocado, roma tomatoes, feta cheese and cilantro
- jalapeño popper** 11.99
thick, rustic toast topped with cream cheese, avocado, jalapeño, crumbled bacon and cilantro
- soy chorizo avocado toast** *V* 12.99
thick cut artisan sourdough toast avocado, tomatoes, and Morning Star Farms soy chorizo crumbles topped with cilantro



SALADS

- mediterranean fresh** *V* 11.99
fresh spring greens, avocado, artichoke, cucumber, red pepper, kalamata olives, red onion, feta cheese, sunflower seeds and balsamic vinaigrette dressing. **add chicken \$2**
- original chop** *pictured* 13.99
arugula, red cabbage, cranberries, corn, pecans, chicken, feta cheese, couscous, red pepper, green onion and house made basil pesto dressing
- peppered parmesan chicken** *X* 13.99
grilled chicken sautéed, with cashews, red peppers, tomato, and a hint of garlic on romaine lettuce with italian dressing topped with fresh parmesan cheese
- waldorf chicken** *X* 13.99
fresh spring greens, chicken, caramelized pecans, apples, gorgonzola cheese and house made apple cider dressing

"EGG"STRAS

- | | | | |
|----------------------|------|-------------|------|
| bacon, ham, sausage, | 4.99 | two eggs* | 3.99 |
| turkey sausage, or | | toast | 3.99 |
| soy chorizo | | fruit | 4.99 |
| grilled potatoes | 3.99 | house chips | 2.99 |
| spring mix salad | 4.99 | | |

HOT SANDWICHES

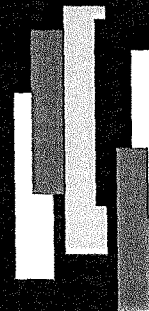
all sandwiches, hot and cold, served with chips, spring mix salad, or fruit. sub gluten-free bread \$1 *X*

- pecos grille** 13.99
pepper-grilled chicken breast, jalapeño-jack cheese, lettuce, mayo and tomato on grilled sourdough
- grilled cheese "meltdown"** *X* 12.99
jack, cheddar, swiss, american, and cream cheese with jalapeños, bacon and tomato on grilled 12 grain
- daily burger** 13.99
cheddar, daily sauce, pickle, lettuce, tomato, bacon and a fried egg.
- avocado turkey burger** 13.99
marinated turkey patty, chipotle sauce, lettuce, tomato and avocado
- focaccia roma-chicken** 13.99
grilled chicken, marinated roma tomatoes, balsamic mayo, lettuce and provolone cheese on fresh baked focaccia bread
- garden patty melt** *V* 14.99
garlic quinoa Gardenburger topped with mozzarella "chzz", spring mix, caramelized onions, tomato, and house-made, veganaise thousand island spread on toasted sourdough bread
- natie bomb** 12.99
smoked bacon, turkey, apple, caramelized onions, sundried tomato mayo and cheddar cheese on grilled 12 grain

LITTLE JAMMERS

all little jammers meals come with choice of small drink 8.99

- breakfast combo** *X* 8.99
choice of style of egg, choice of protein and toast with a side of potatoes
- mickey pancake & whip cream** *V*
- french toast & whip cream** *V*
- chicken strips & house chips**
- grilled cheese & house chips** *V*
- pb+j & house chips** *V*



COLD SANDWICHES

- carefree club** *pictured* 12.99
sliced chicken, bacon, avocado, swiss, cheddar, and gorgonzola cheese, ranch, tomato, lettuce and on fresh baked focaccia
- smokehouse avocado stack** 12.99
smoked turkey, sprouts, tomatoes, avocado, lettuce and mayo on 12 grain
- ultimate bit** 12.99
bacon, lettuce, tomato, avocado, mayo and fried egg on 12 grain
- turkey pesto** 12.99
turkey, roma tomatoes, provolone cheese, roasted walnuts, pesto dressing and spring mix on fresh baked focaccia
- chicken caesar wrap** 12.99
grilled chicken, romaine, parmesan, caesar dressing

housemade chili

6.99



SMOOTHIES

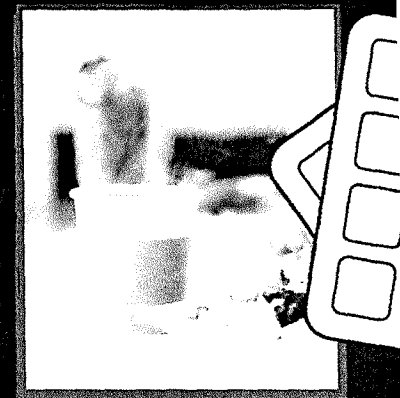
add chocolate or vanilla plant-based protein powder \$1 *V* *X*

- strawberry banana** *V* *X* 8
banana, strawberries, oj, and vanilla honey yogurt
- blueberry blast** *V* *X* 8
blueberries, oj, strawberries, and vanilla honey yogurt
- the hulk** *V* *X* 8
spinach, banana, green apple, oj, and vanilla honey yogurt
- pb+j** *V* *X* 8
soy milk, blueberries, strawberries, and peanut butter
- açaí power** *V* *X* 8
açaí, almond milk, chocolate protein powder, banana, peanut butter, and strawberries
- protein bean** *V* *X* 8
2 espresso shots, peanut butter, banana, Ghirardelli chocolate sauce, almond milk, chocolate protein powder

COFFEE BAR

HOT 16 oz / 20 oz ICED 20 oz ONLY
all drinks made with choice of dairy milk, soy milk, almond milk, or oat milk *V*

- espresso** 2.99 / 3.99 / 4.99
large / 16 oz / 20 oz
- americano** 3.99 / 4.99
- shot in the dark** 4.99 / 5.99
- cappuccino** 4.99 / 5.99
- latte** 4.99 / 5.99
vanilla / chocolate / nutmeg
- mocha** 4.99 / 5.99
mocha / chocolate / nutmeg
- dirty chai** 4.99 / 5.99
- caramel macchiato** 4.99 / 5.99
- hot chocolate** 3.99 / 4.99
- cold brew / nitro brew** 5.99 / 6.99
- coffee / decaf** 3.99 / 4.99
**free refills!*
- hot tea** 2.99 / 3.99
- iced tea / soda** 3.99
sour cream / almond milk / oat milk



www.mydailyjam.com

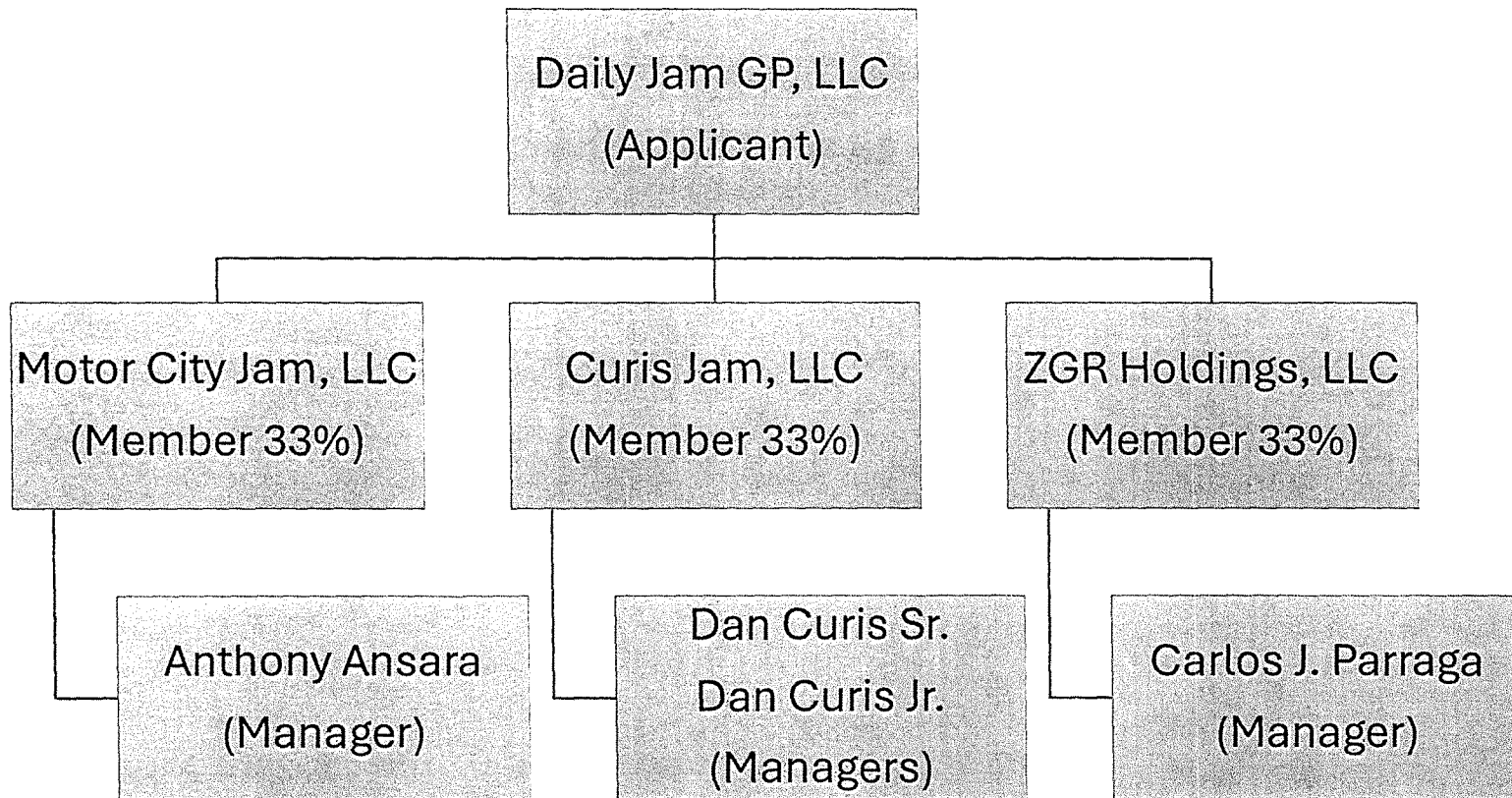
37611 W 12 Mile Rd Farmington Hills, MI 48331
(248)246-1921

TAB 7



Go g le
Leon J Rose

TAB I





On-Premises Retailer License & Permit Application (LCC-100a)

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

| | |
|--|-----------------|
| Applicant name(s): Daily Jam GP, LLC | |
| Address to be licensed: 20710 Mack Avenue | |
| City: Grosse Pointe Woods | Zip Code: 48236 |
| City/township/village where license will be issued: Grosse Pointe Woods City | County: Wayne |
| Federal Employer Identification Number (FEIN): 99-3314484 | |

1. Are you requesting a new license? Yes No
2. Are you applying ONLY for a new permit or permission? Yes No
3. Are you buying an existing license? Yes No
4. Are you transferring the classification of an existing on premises license? Yes No
5. Are you modifying the size of the licensed premises? Yes No
If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises
6. Are you transferring the location of an existing license? Yes No
7. Is this license being transferred as the result of a default or court action? Yes No
8. Do you intend to use this license actively? Yes No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

| | |
|--|-----------|
| Current licensee(s): | |
| Current licensed address: | |
| City: | Zip Code: |
| City/township/village where license is issued: | County: |

Part 3 - Licenses, Permits, and Permissions

Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

| | | | | | |
|------------------|----------|------------------------|----------|--------------------|-------------------|
| Inspection Fees: | \$140.00 | License & Permit Fees: | \$950.00 | TOTAL FEES: | \$1,090.00 |
|------------------|----------|------------------------|----------|--------------------|-------------------|

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | |
|---|-----------------|-----------------------------------|
| Name: Daily Jam GP, LLC | | |
| Home address: 23925 Industrial Park Drive | | |
| City: Farmington Hills | State: MI | Zip Code: 48335 |
| Business Phone: 248-848-9099 | Cell Phone: n/a | Email: anthony@ansaraconcepts.com |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not hold interest in a manufacturer or wholesaler licensee</u> . <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| Do you hold 10% or more interest in the applicant entity? <input type="radio"/> Yes <input type="radio"/> No | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | |
|--|---|--|
| Date of Birth: | Social Security Number: | Driver's License Number: |
| Are you a citizen of the United States of America? | | <input type="radio"/> Yes <input type="radio"/> No |
| Have you ever legally changed your name? | | <input type="radio"/> Yes <input type="radio"/> No |
| If you answered "yes", please list your prior name(s) (including maiden): | | |
| Spouse's full name (if currently married): | | |
| Spouse's date of birth: | Is your spouse a citizen of the United States of America? | <input type="radio"/> Yes <input type="radio"/> No |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? | | <input type="radio"/> Yes <input type="radio"/> No |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? | | <input type="radio"/> Yes <input type="radio"/> No |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input type="radio"/> No |
| Date | City/State | Charge |
| | | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input type="radio"/> No |
| Date | City/State | Charge |
| | | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Anthony Ansara, Manager

| | | |
|------------|-----------|------|
| | | |
| Print Name | Signature | Date |

MOTOR CITY JAM, LLC

Member Information

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | | |
|---|-----------------|-----------------------------------|-----------------|
| Name: Motor City Jam, LLC | | | |
| Home address: 23925 Industrial Park Drive | | | |
| City: Farmington Hills | | State: MI | Zip Code: 48335 |
| Business Phone: 248-848-9099 | Cell Phone: N/A | Email: anthony@ansaraconcepts.com | |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not hold interest in a manufacturer or wholesaler licensee</u> . <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|---|--------------------------|-------------|
| Date of Birth: | Social Security Number: | Driver's License Number: | |
| Are you a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Have you ever legally changed your name? <input type="radio"/> Yes <input type="radio"/> No | | | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): | | | |
| Spouse's date of birth: | Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): <input type="radio"/> Yes <input type="radio"/> No | | | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): <input type="radio"/> Yes <input type="radio"/> No | | | |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Anthony Ansara, Manager

| | | |
|------------|-----------|------|
| | | |
| Print Name | Signature | Date |

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Anthony R Ansara

Home address: 176 Wimbledon Dr

City: Birmingham State: MI Zip Code: 48009

Business Phone: 248-848-9099 Cell Phone: [REDACTED] Email: Anthony@Ansaraconcepts.com

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee. Yes No

Please see enclosed spreadsheet

Do you hold 10% or more interest in the applicant entity? Yes No

If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed Livescan Fingerprint Background Request (LCC-105) with your application.

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: [REDACTED] Social Security Number: [REDACTED] Driver's License: [REDACTED]

Are you a citizen of the United States of America? Yes No

Have you ever legally changed your name? Yes No

If you answered "yes", please list your prior name(s) (including maiden):

Spouse's full name (if currently married): Lillianna Jane Ansara

Spouse's date of birth: [REDACTED] Is your spouse a citizen of the United States of America? Yes No

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? Yes No

Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No

Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): Yes No

| Date | City/State | Charge | Disposition |
|---------------|------------|--------|-------------|
| None reported | | | |

Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): Yes No

| Date | City/State | Charge | Disposition |
|---------------|------------|--------|-------------|
| None reported | | | |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Anthony R Ansara [Signature] 6/5/24

Print Name Signature Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each Individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | |
|--|------------------------|-----------------------------------|
| Name: Michael A. Ansara | | |
| Home address: 1012 OXFORD STREET | | |
| City: BIRMINGHAM | State: MI | Zip Code: 48009 |
| Business Phone: 248 848-9099 | Cell Phone: [REDACTED] | Email: MICHAEL@ANSARACONCEPTS.COM |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No Please see enclosed spreadsheet | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

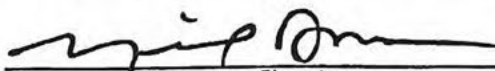
Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | |
|--|---|---|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | Driver's License Number: [REDACTED] |
| Are you a citizen of the United States of America? | | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Have you ever legally changed your name? | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| If you answered "yes", please list your prior name(s) (including maiden): N/A | | |
| Spouse's full name (if currently married): COLLEEN MARIE ANSARA | | |
| Spouse's date of birth: [REDACTED] | Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Date | City/State | Charge |
| | | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Date | City/State | Charge |
| | | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Michael A. Ansara



05/30/2023

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each Individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple Individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

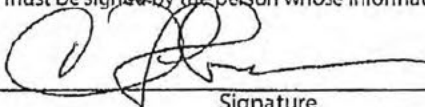
| | | |
|---|------------------------|--|
| Name: Victor L. Ansara | | |
| Home address: 26683 Trillium Dr. | | |
| City: Farmington Hills | State: MI | Zip Code: 48331 |
| Business Phone: 248-848-9099 | Cell Phone: [REDACTED] | Email: victor@ansara-restaurantgroup.com |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please see enclosed spreadsheet | | |
| Do you hold 10% or more interest in the applicant entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Ivescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|---|---|---|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | Driver's License Number: [REDACTED] | |
| Are you a citizen of the United States of America? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Have you ever legally changed your name? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): Dannelle Ann Ansara | | | |
| Spouse's date of birth: [REDACTED] | Is your spouse a citizen of the United States of America? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Victor L. Ansara  5/30/2023

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | | |
|---|------------------------|-------------------------------------|-----------------|
| Name: Victor L. Ansara, Jr. | | | |
| Home address: 52548 Caddy Lane | | | |
| City: South Lyon | | State: MI | Zip Code: 48178 |
| Business Phone: (248) 848-9099 | Cell Phone: [REDACTED] | Email: Victor @ Ansara Concepts.com | |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| Please see enclosed spreadsheet | | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed Livescan Fingerprint Background Request (LCC-105) with your application. | | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|--|---------------------|-------------|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | License: [REDACTED] | |
| Are you a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| Have you ever legally changed your name? <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): Chelsea Anne Ansara | | | |
| Spouse's date of birth: [REDACTED] | Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Victor L. Ansara, Jr.

6/6/2024

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | | |
|---|-------------------------------|--|------------------------|
| Name: <u>Nicolas L. E. Ansara</u> | | | |
| Home address: <u>26683 Trillium Dr</u> | | | |
| City: <u>Farmington Hills</u> | | State: <u>MI</u> | Zip Code: <u>48331</u> |
| Business Phone: | Cell Phone: <u>[REDACTED]</u> | Email: <u>Nicolas@ansaraconcepts.com</u> | |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| <u>Please see enclosed spreadsheet</u> | | | |
| Do you hold 10% or more interest in the applicant entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-305)</u> with your application. | | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|--|---|--|
| Date of Birth: <u>[REDACTED]</u> | Social Security Number: <u>[REDACTED]-2</u> | Driver's License Number: <u>[REDACTED]</u> | |
| Are you a citizen of the United States of America? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Have you ever legally changed your name? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): | | | |
| Spouse's date of birth: | Is your spouse a citizen of the United States of America? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Nicolas L.E. Ansara Nicolas L.E. Ansara 4-6-24
 Print Name Signature Date

| Licensee Name | BID | DBA | Address | Status |
|------------------------------|--------|---|---|--------|
| NOVI ROBIN, INC. | 129514 | RED ROBIN | 43250 Crescent Blvd. Novi, MI 48375-1237 | Active |
| WESTLAND ROBIN, INC. | 129515 | RED ROBIN | 36350 Warren Rd. Westland, MI 48185-2016 | Active |
| SOUTHGATE ROBIN, INC. | 129531 | RED ROBIN | 15777 Eureka Rd. Southgate, MI 48195-2623 | Active |
| MADISON HEIGHTS ROBIN, INC. | 129533 | RED ROBIN | 31805 John R. Rd. Madison Heights, MI 48071-4616 | Active |
| ROSEVILLE ROBIN, INC. | 129535 | RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS | 32051 Gratiot Ave. Roseville, MI 48066-1163 | Active |
| PITTSFIELD ROBIN, INC. | 134575 | RED ROBIN HAMURGER & SPIRITS EMPORIUM | 3797 Carpenter Rd. Ypsilanti, MI 48197-9809 | Active |
| CLINTON ROBIN, INC. | 142420 | RED ROBIN | 15780 Hall Rd. Clinton Township, MI 48038-1035 | Active |
| DELTA ROBIN, INC. | 145013 | RED ROBIN | 6524 W Saginaw Hwy Lansing, MI 48917-1108 | Active |
| LIVONIA ROBIN, INC. | 145899 | RED ROBIN GOURMET BURGERS & SPIRITS | 37701 6 Mile Rd. Livonia, MI 48152-2603 | Active |
| GRANDVILLE ROBIN, INC. | 156234 | RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS | Rivertown Parkway 3722 Potomac Place Grandville, MI 49418 | Active |
| PORTAGE ROBIN, INC. | 157092 | RED ROBIN | 5710 S Westnedge Ave. Portage, MI 49002-1470 | Active |
| TROY ROBIN, INC. | 157238 | RED ROBIN RESTAURANT | 5460 Corporate Dr. Troy, MI 48098-2623 | Active |
| COMMERCE TOWNSHIP ROBIN, INC | 161985 | RED ROBIN | 3003 Commerce Xing Commerce Township, MI 48390-3082 | Active |
| HOLLAND TOWNSHIP ROBIN, INC. | 162443 | RED ROBIN RESTAURANT | 3379 W Shore Dr. Holland, MI 49424-7777 | Active |
| KENTWOOD ROBIN, INC. | 165473 | RED ROBIN | Woodland Mall 3195 28th St. SESpace #R102 Kentwood, MI 49508 | Active |
| NORTON SHORES ROBIN, INC. | 189492 | RED ROBIN | Lakes Crossing Shopping Center 5785 Harvey St. Norton Shores, MI 49444-7866 | Active |
| ANN ARBOR ROBIN, INC. | 221000 | RED ROBIN GOURMET BURGERS | 575 Briarwood Cir. Ann Arbor, MI 48108-1609 | Active |
| BRIGHTON ROBIN, INC. | 141071 | BRIGHTON ROBIN | 8522 W Grand River Ave. Brighton, MI 48116-2326 | Active |

| | | | | |
|---------------------------------------|--------|-------------|---|--------|
| FLINT ROBIN, INC. | 150392 | FLINT ROBIN | 4141 Miller Rd. Flint, MI 48507-1229 | Active |
| MOTOR CITY PEAKS, LLC | 234717 | TWIN PEAKS | 1111 W 14 Mile Rd. Madison Heights, MI 48071-1001 | Active |
| MOTOR CITY PEAKS, LLC | 240898 | TWIN PEAKS | 20120 Haggerty Rd. Livonia, MI 48152-1087 | Active |
| MOTOR CITY PEAKS, LLC | 249494 | TWIN PEAKS | 14980 Dix Toledo Rd. Southgate, MI 48195-2580 | Active |
| MOTOR CITY PEAKS AUBURN HILLS, LLC | 273072 | | 2443 N Squirrel Rd. Auburn Hills, MI 48326-2354 | Active |
| MOTOR CITY JAM JV, LLC | | | | |
| 2BOOLI, INC. | 214351 | 2BOOLI | 37610 W 12 Mile Rd. Farmington Hills, MI 48331-3074 | Active |
| 2BOOLI, INC. | 227333 | 2BOOLI | 854 E Big Beaver Rd. Troy, MI 48083-1404 | ESCROW |

CURIS JAM, LLC
Member Information

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | |
|---|-----------------|------------------------|
| Name: Curis Jam, LLC | | |
| Home address: 20710 Mack Avenue | | |
| City: Grosse Pointe Woods | State: MI | Zip Code: 48236 |
| Business Phone: 313-886-1142 | Cell Phone: n/a | Email: DanCGPW@ail.com |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|--|--|--|
| Date of Birth: | Social Security Number: | Driver's License Number: | |
| Are you a citizen of the United States of America? | | <input type="radio"/> Yes <input type="radio"/> No | |
| Have you ever legally changed your name? | | <input type="radio"/> Yes <input type="radio"/> No | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): | | | |
| Spouse's date of birth: | Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input type="radio"/> No | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | | <input type="radio"/> Yes <input type="radio"/> No |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Daniel Curis, Sr., Manager

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | |
|---|------------------------|----------------------------|
| Name: Daniel Curis Jr. (Manager, Curis Jam, LLC) | | |
| Home address: 516 James Circle | | |
| City: Royal Oak | State: MI | Zip Code: 48067 |
| Business Phone: 313-886-1142 | Cell Phone: [REDACTED] | Email: DCuris426@gmail.com |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| BID 0273666 | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|--|-------------------------------------|-------------|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | Driver's License Number: [REDACTED] | |
| Are you a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| Have you ever legally changed your name? <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): | | | |
| Spouse's date of birth: | Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No | | | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input type="radio"/> No | | | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input type="radio"/> No | | | |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Daniel Curis Jr.

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

| | | |
|---|------------------------|------------------------|
| Name: Daniel Curis Sr. (Manager, Curis Jam, LLC) | | |
| Home address: 1068 Hollywood St. | | |
| City: Grosse Point Woods | State: MI | Zip Code: 48236 |
| Business Phone: 313-886-1142 | Cell Phone: [REDACTED] | Email: DanCGPW@aol.com |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not hold interest in a manufacturer or wholesaler licensee</u> . <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| BID 198113; BID 0273666 | | |
| Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | |
|--|---|---|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | Driver's License Number: [REDACTED] |
| Are you a citizen of the United States of America? | | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Have you ever legally changed your name? | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| If you answered "yes", please list your prior name(s) (including maiden): | | |
| Spouse's full name (if currently married): Ann Curis | | |
| Spouse's date of birth: [REDACTED] | Is your spouse a citizen of the United States of America? | |
| | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? | | |
| | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? | | |
| | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Date | City/State | Charge |
| | | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Date | City/State | Charge |
| | | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Daniel Curis Sr.

 Print Name Signature Date

ZGR HOLDINGS, LLC

Member Information

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

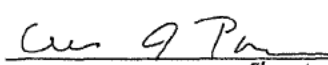
| | | |
|---|------------------------|---|
| Name: ZGR Holdings, LLC (a Delaware limited liability company) | | |
| Home address: 251 Little Falls Drive | | |
| City: Wilmington | State: DE | Zip Code: 19808 |
| Business Phone: 305-677-3330 | Cell Phone: [REDACTED] | Email: jparraga@ZGrowth.com |
| Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. | | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Do you hold 10% or more interest in the applicant entity? | | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed Livescan Fingerprint Background Request (LCC-105) with your application. | | |

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

| | | | |
|--|---|---|-------------|
| Date of Birth: [REDACTED] | Social Security Number: [REDACTED] | Driver's License Number: [REDACTED] | |
| Are you a citizen of the United States of America? | | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| Have you ever legally changed your name? | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| If you answered "yes", please list your prior name(s) (including maiden): | | | |
| Spouse's full name (if currently married): Angelique Parraga | | | |
| Spouse's date of birth: [REDACTED] | Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest. | | | |
| Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| Date | City/State | Charge | Disposition |
| Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| Date | City/State | Charge | Disposition |

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Carlos Javier Parraga, Manager & Authorized Agt  May 12, 2023

Print Name _____ Signature _____ Date _____

Schedule A - Licenses, Permits, & Permissions

Applicant name: Daily Jam GP, LLC

| On-Premises License Type: | Base Fee: | <i>Fee Code MLCC Use Only</i> |
|--|------------------|---------------------------------------|
| New Transfer | | |
| <input type="checkbox"/> <input type="checkbox"/> B-Hotel License | \$600.00 | |
| Number of guest rooms: _____ | | |
| <input type="checkbox"/> <input type="checkbox"/> A-Hotel License | \$250.00 | |
| Number of guest rooms: _____ | | |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Class C License | \$600.00 | 4012 |
| <input type="checkbox"/> <input type="checkbox"/> Tavern License | \$250.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Resort License | Upon Licensure | |
| <input type="checkbox"/> <input type="checkbox"/> DDA/Redevelopment License | Upon Licensure | |
| <input type="checkbox"/> <input type="checkbox"/> Brewpub License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> G-1 License | \$1,000.00 | |
| <input type="checkbox"/> <input type="checkbox"/> G-2 License | \$500.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Aircraft License | \$600.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Watercraft License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Train License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License | \$600.00 | |
| <input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii) | | |

B-Hotel or Class C Licenses Only:

Additional Bar(s)
Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

| On-Premises Permits: | Base Fee: | <i>Fee Code MLCC Use Only</i> |
|---|------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Sunday Sales Permit (AM)* | \$160.00 | 4033 |
| <input checked="" type="checkbox"/> Sunday Sales Permit (PM)** | \$90.00 | 4032 |
| <input type="checkbox"/> Catering Permit | \$100.00 | |
| <input type="checkbox"/> Social District Permit | \$250.00 | |
| <input type="checkbox"/> Banquet Facility Permit - Complete <u>Form LCC-200</u> | | |

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions.

| | |
|---|-----------|
| <input type="checkbox"/> Outdoor Service | No charge |
| <input type="checkbox"/> Dance Permit | No charge |
| <input type="checkbox"/> Entertainment Permit | No charge |
| <input type="checkbox"/> Extended Hours Permit: | No charge |
| <input type="checkbox"/> Dance <input type="checkbox"/> Entertainment Days/Hours: _____ | |
| <input type="checkbox"/> Specific Purpose Permit: | No charge |

Activity requested: _____

Days/Hours requested: _____

| | |
|---|-----------|
| <input type="checkbox"/> Living Quarters Permit | No charge |
| <input type="checkbox"/> Topless Activity Permit | No charge |
| <input type="checkbox"/> Off-Premises Storage | No charge |
| <input type="checkbox"/> Direct Connection(s) | No charge |
| <input type="checkbox"/> On-Premises Public Swimming Pool Permit - Complete <u>Form LCC-209</u> | |

Pursuant to MCL 436.1533, on-premises retailers may be issued a Specially Designated Merchant (SDM) license or a Specially Designated Distributor (SDD) license at the same location in conjunction with the on-premises license under certain circumstances.

| Off-Premises License Type: | Base Fee: | <i>Fee Code MLCC Use Only</i> |
|--|------------------|---------------------------------------|
| New Transfer | | |
| <input checked="" type="checkbox"/> <input type="checkbox"/> SDM License | \$100.00 | 4012 |
| <input type="checkbox"/> <input type="checkbox"/> SDD License | \$150.00 | |

| Off Premises Permits: | Base Fee: |
|---|------------------|
| <input type="checkbox"/> SDD Sunday Sales Permit (PM)** <i>For Spirit Products</i> | \$22.50 |
| <input type="checkbox"/> SDM Sunday Sales Permit (PM)** <i>For Mixed Spirit Drink Products</i> | \$15.00 |
| <input type="checkbox"/> Motor Vehicle Fuel Pumps | No charge |

*Sunday Sales Permit (AM) allows the sale of spirits, mixed spirit drink, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of spirits and mixed spirit drink on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of spirits or mixed spirit drink. Additional bar fees and hotel room fees are also calculated as part of the permit fee. A separate Sunday Sales Permit (PM) is required for each license that will sell spirits or mixed spirit drink on Sunday after 12:00 noon.

Inspection, License, Permit, & Permission Fee Calculation

| | |
|---|-------------------|
| Number of Licenses: <u>2</u> x \$70.00 Inspection Fee | |
| Total Inspection Fee(s): Fee Code: 4036 | \$140.00 |
| Total License Fee(s): | \$700.00 |
| Total Permit Fee(s): | \$250.00 |
| TOTAL FEES DUE: | \$1,090.00 |

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

Part 6 - Contact Information For This Application

| | | | | | | | |
|---|--|-----------------|-----------------------|-----------------------------|--|--|---------------------------|
| What is your preferred method of contact? | | | | <input type="radio"/> Phone | <input type="radio"/> Mail | <input checked="" type="radio"/> Email | <input type="radio"/> Fax |
| What is your preferred method for receiving a Commission Order? | | | | <input type="radio"/> Mail | <input checked="" type="radio"/> Email | <input type="radio"/> Fax | |
| Contact name: Anthony Ansara | | | Relationship: Manager | | | | |
| Mailing address: 23925 Industrial Park Dr. | | | | | | | |
| City: Farmington Hills | | | State: MI | | | Zip Code: 48335 | |
| Phone: 248-848-9099 | | Fax number: N/A | | | Email: anthony@ansaraconcepts.com | | |

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

| | | | | | | |
|---|--|--------------------------|-------------------------|-----------------------------|--------------------------------------|--------------------------|
| Attorney name: Mark Burzych, Fahey Schultz Burzych Rhodes PLC | | | Member Number: P- 43793 | | | |
| Attorney address: 4151 Okemos Road, Okemos, MI 48864 | | | | | | |
| Phone: 517-381-3159 | | Fax number: 517-381-3172 | | Email: mburzych@fsbriaw.com | | |
| Would you prefer that we contact your attorney for all licensing matters related to this application? | | | | | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Would you prefer any notices or closing packages be sent directly to your attorney? | | | | | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Anthony Ansara, Manager

| | | |
|---------------------------------|------------------------|------|
| Print Name of Applicant & Title | Signature of Applicant | Date |
|---------------------------------|------------------------|------|

Please return this completed form along with corresponding documents and fees to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
 Fax to: 517-284-8557

TAB 2

Daily Jam GP, LLC

LCC-301



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

| | | |
|--------------------------------------|-----------|-----------------|
| Licensee name(s): Daily Jam GP, LLC | | |
| Address: 23925 Industrial Park Drive | | |
| City: Farmington Hills | State: MI | Zip Code: 48335 |

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all stockholders: | No. of Shares Issued: | Date Issued/Acquired: |
|---|-----------------------|-----------------------|
| | | |
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Print name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

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| |

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all members: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
| Motor City Jam, LLC - 23925 Industrial Park Drive, MI 48335 | 33 | 6/4/2024 |
| Curis Jam, LLC - 20701 Mack Avenue, Grosse Pointe Woods, MI 48236 | 33 | 6/4/2024 |
| ZGR Holdings, LLC - 251 Little Falls Drive, Wilmington, DE 19808 | 33 | 6/4/2024 |
| | | |
| | | |
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| | | |
| | | |

Print name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

| |
|---|
| Anthony Ansara, Manager - 23925 Industrial Park Drive, MI 48335 |
| |
| |
| |
| |



Report of Stockholders, Members, or Partners (LCC-301) - Continued

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all partners: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
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Print name and address of Managers, pursuant to administrative rule R 436.1111:

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| |

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

| | |
|---------------------|--|
| Print Name & Title: | Anthony Ansara, Manager - Daily Jam GP, LLC |
| Print Name & Title: | Mark J. Burzych , Attorney- Fahey Schultz Burzych Rhodes PLC |
| Print Name & Title: | Rhonda Mask, Paralegal - Fahey Schultz Burzych Rhodes PLC |
| Print Name & Title: | |
| Print Name & Title: | |

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Anthony Ansara, Manager

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

Please return this completed form to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906
 Fax to: 517-763-0059

Motor City Jam, LLC

LCC-301



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

| | | |
|---------------------------------------|-----------|-----------------|
| Licensee name(s): Motor City Jam, LLC | | |
| Address: 23925 Industrial Park Drive | | |
| City: Farmington Hills | State: MI | Zip Code: 48335 |

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all stockholders: | No. of Shares Issued: | Date Issued/Acquired: |
|---|-----------------------|-----------------------|
| | | |
| | | |
| | | |
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| | | |

Print name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

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|--|
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Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all members: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
| Anthony Ansara, 23925 Industrial Park Drive, Farmington Hills, MI 48335 | 25 | 1/1/2023 |
| Michael Ansara, 23925 Industrial Park Drive, Farmington Hills, MI 48335 | 25 | 1/1/2023 |
| Victor Ansara, Jr., 23925 Industrial Park Drive, Farmington Hills, MI 48335 | 25 | 1/1/2023 |
| Victor L. Ansara Living Trust u/a/d May 3, 1980 as amended and restated; 23925 Industrial Par | 15 | 1/1/2023 |
| Nicolas L. E. Ansara, 23925 Industrial Park Drive, Farmington Hills, MI 48335 | 10 | 1/1/2023 |
| | | |

Print name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

| |
|---|
| Anthony Ansara, Manager-23925 Industrial Park Drive, Farmington Hills, MI 48335 |
| |
| |
| |



Report of Stockholders, Members, or Partners (LCC-301) - Continued

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all partners: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
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Print name and address of Managers, pursuant to administrative rule R 436.1111:

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Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

| | |
|---------------------|--|
| Print Name & Title: | Anthony Ansara, Manager - Motor City Jam, LLC |
| Print Name & Title: | Mark J. Burzych, Attorney - Fahey Schultz Burzych Rhodes PLC |
| Print Name & Title: | Rhonda Mask, Paralegal - Fahey Schultz Burzych Rhodes PLC |
| Print Name & Title: | |
| Print Name & Title: | |

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Anthony Ansara, Manager

| Print Name of Applicant or Licensee & Title | Signature of Applicant or Licensee | Date |
|---|------------------------------------|------|
| | | |

Please return this completed form to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906
 Fax to: 517-763-0059

Curis Jam, LLC

LCC-301



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

| | | |
|---------------------------------|-----------|-----------------|
| Licensee name(s): Curis Jam LLC | | |
| Address: 20710 Mack Avenue | | |
| City: Grosse Pointe Woods | State: MI | Zip Code: 48236 |

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all stockholders: | No. of Shares Issued: | Date Issued/Acquired: |
|---|-----------------------|-----------------------|
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Print name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

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Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

| Print name and address of all members: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
| Daniel Curis, Sr., 20710 Mack Avenue, Grosse Pointe Woods, MI 48236 | 55 | 6/4/2024 |
| Daniel Curis, Jr., 20710 Mack Avenue, Grosse Pointe Woods, MI 48236 | 45 | 6/4/2024 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Print name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

| |
|---|
| Daniel Curis, Sr., Manager - 20710 Mack Avenue, Grosse Pointe Woods, MI 48236 |
| Daniel Curis, Jr., Manager - 20710 Mack Avenue, Grosse Pointe Woods, MI 48236 |
| |
| |
| |
| |

ZGR HOLDINGS, LLC

LCC-301



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

| | | |
|--|-----------|-----------------|
| Licensee name(s): ZGR Holdings, LLC (a Delaware limited liability company) | | |
| Address: 251 Little Falls Drive | | |
| City: Wilmington | State: DE | Zip Code: 19808 |

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

| Name and address of all stockholders: | No. of Shares Issued: | Date Issued/Acquired: |
|---------------------------------------|-----------------------|-----------------------|
| n/a | | |
| | | |
| | | |
| | | |
| | | |

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

| |
|--|
| |
| |
| |
| |
| |
| |

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

| Name and address of all members: | Percent % Issued: | Date Issued/Acquired: |
|---|-------------------|-----------------------|
| ZGrowth Acquisitions 3, LLC, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038 | 100% | 10-30-2019 |
| | | |
| | | |
| | | |
| | | |

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

- Carlos Javler Parraga, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038
- Rick Del Sontro, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038
- Danielle Scott, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038



Report of Stockholders, Members, or Partners (LCC-301) - Continued

| Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed. | | |
|---|-------------------|-----------------------|
| Name and address of all partners: | Percent % Issued: | Date Issued/Acquired: |
| n/a | | |
| | | |
| | | |
| | | |
| | | |
| Name and address of Managers, pursuant to administrative rule R 436.1111: | | |
| | | |
| | | |
| | | |
| | | |

| Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company) | |
|--|---|
| Name & Title: | Carlos Javier Parraga, Manager & Authorized Agent |
| Name & Title: | Rick Del Sontro, Manager |
| Name & Title: | Danielle Scott, Manager |
| Name & Title: | Michael J. Brown, Attorney & Authorized Signer |
| Name & Title: | |

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Carlos Javier Parraga, Manager & Auth. Agent
 Print Name of Applicant or Licensee & Title

Carlos J. Parraga
 Signature of Applicant or Licensee

May 12, 2023
 Date

Please return this completed form to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliver to: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906
 Fax to: 517-763-0059

TAB 3



Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

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:

DAILY JAM GP LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: VICTOR L. ANSARA
- 2. Street Address: 23925 INDUSTRIAL PARK DR
Apt/Suite/Other:
- City: FARMINGTON HILLS
- State: MI Zip Code: 48335

3. Registered Office Mailing Address:

- P.O. Box or Street Address: 23925 INDUSTRIAL PARK DR
- Apt/Suite/Other:
- City: FARMINGTON HILLS
- State: MI Zip Code: 48335

Article V

(Insert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

Signed this 23rd Day of May, 2024 by the organizer(s):

| Signature | NAME | THE "Other" was signed |
|--|------------------|------------------------|
| Alan J. Schwartz, Attorney for Victor Ansara Organizer | Attorney In Fact | |

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION
for

DAILY JAM GP LLC

ID Number: 803221558

received by electronic transmission on May 23, 2024 ***, is hereby endorsed.***

Filed on May 23, 2024 ***, 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 23rd day of May, 2024.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

**OPERATING AGREEMENT
OF
DAILY JAM GP LLC**

THIS OPERATING AGREEMENT (this “Agreement”), effective as of June 4, 2024 is by and among **ZGR HOLDINGS, LLC**, a Delaware limited liability company (“ZGR”), **MOTOR CITY JAM LLC**, a Michigan limited liability company (“MCJ”), and **CURIS JAM LLC**, a Michigan limited liability company (“CJ”), as members (each individually, a “Member”, and collectively, the “Members”) of **DAILY JAM GP LLC**, a Michigan limited liability company (the “Company”), who agree to and/or acknowledge the following:

**ARTICLE 1
ORGANIZATION**

1.1 Formation. The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended by Act No. 52, Public Acts of 1997, as amended by Act No. 336, Public Acts of 2000 (the “Act”), by the filing of Articles Of Organization (the “Articles”) with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau (the “Department”), as required by the Act.

1.2 Purpose. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act, including, but not limited to, the ownership and operation of a Daily Jam restaurant (the “Restaurant”). The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

1.3 Name. The name of the Company shall be Daily Jam GP LLC. The Company may conduct its business under one or more assumed names, as the Managing Manager (as defined below) deems appropriate.

1.4 Principal Place of Business. The Company’s principal place of business shall be located at the location of the Restaurant. The Company may establish additional places of business, and may change the location of its principal place of business or any additional place of business, as the Managing Manager deems appropriate.

1.5 Registered Office and Resident Agent. The Company’s registered office in the State of Michigan shall be located at 23925 Industrial Park Drive, Farmington Hills, Michigan 48335, and its resident agent at such registered office shall be Anthony Ansara. The Managing Manager shall have the authority to change either the registered office or its resident agent or both, as the Managing Manager deems appropriate. If the Company’s resident agent resigns, the Managing Manager shall promptly appoint a successor resident agent and designate a successor registered office. The Managing Manager shall have the authority to amend the Articles to reflect any change in the Company’s registered office or resident agent, no matter how effected.

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

1.7 **Intention for Company.** The Members have formed the Company as a limited liability company under and pursuant to the Act. Except for income tax purposes, the Company is not and shall not be construed as a partnership or any other venture. No Member or Manager shall be construed to be a partner in the Company or a partner with another Member or Manager.

ARTICLE 2 **CAPITAL CONTRIBUTIONS**

2.1 **Initial Contributions.** Each Member has made a capital contribution to the Company in the amount set forth opposite his, her or its name on the attached Exhibit A. The interests of the respective Members in the total capital of the Company are set forth on the attached Exhibit A and shall be referred to as a Member's "Membership Interest". No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

2.2 **Additional Contributions.** The Members shall be required to make, in proportion to their Membership Interests, additional cash contributions to the capital of the Company ("Additional Contributions") in such amounts and at such times as the Managers (as defined below), by unanimous agreement, determine to be in the best interests of the Company once the Company has exhausted all other funding options. Additional Contributions shall be treated as contributions to the capital of the Company and allocated to the capital account of the Member making the contribution.

2.3 **Nature of Member's Interest.** Membership Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity. No Member, individually, shall have ownership of such property. No Member, nor any successor in interest to any Member, shall have the right while this Agreement remains in effect, to have any Company assets partitioned, or to file a complaint or institute any proceedings at law or in equity to have any asset partitioned. Each Member, on behalf of himself/herself/itself, his/her/its successors, successors-in-title, and assigns, hereby waives any such right.

ARTICLE 3 **ALLOCATIONS AND DISTRIBUTIONS**

3.1 **Allocations.** Except as may be required by the Internal Revenue Code of 1986, as amended (the "Code") or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in proportion with each Member's Membership Interest.

3.2 Distributions.

(a) Subject to Section 3.2(b), the Managers, at their discretion, may make distributions of “Cash Flow” to the Members from time to time in proportion with each Member’s Membership Interest. Distributions shall be in cash or property, or both, as determined by the Managing Manager. For purposes of this Article 3, “Cash Flow” shall mean all cash receipts collected by the Company (including, without limitation, sale and loan proceeds) remaining after payment of all due and payable liabilities and expenses of the Company, including, but not limited to, rent and the payment of debt service and loans owing to the Members and/or affiliates of the Members, such reserves as the Managing Manager deems reasonably necessary for the proper operation of the Company’s business, and/or any other fees or expenditures authorized under this Agreement. The Managers shall determine the appropriate annual reserves for: debt service, to provide working capital, or for any other contingency of the Company (the “Capital Reserves”). The Managers shall distribute to the Members all of the annual net Cash Flow of the Company that is available for distribution following the maintenance of the Capital Reserves and the payment of the minimum required tax distribution in Section 3.3.

(b) No distribution shall be declared or made if, after giving it effect: (i) the Company would not be able to pay its debts as they become due in the usual course of business, or (ii) the Company’s total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

3.3 Mandatory Distributions. Notwithstanding Section 3.2(a), but subject to Section 3.2(b), the Managing Manager shall cause the Company to distribute cash to Members in amounts sufficient to pay the Federal and applicable State income tax liabilities attendant to the ownership of the Member’s Membership Interest, at the then highest Federal and applicable State income tax marginal rates, including any adjustments. The distribution shall, if possible, be made on a quarterly basis with the checks mailed to Members no later than 10 days before the due date of each quarterly federal income tax estimated payment.

3.4 Company Minimum Gain Chargeback. If there is a net decrease in Company minimum gain for a taxable year, each Member must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member’s share of the net decrease in Company minimum gain. A Member’s share of the net decrease in Company minimum gain is the amount of the total net decrease multiplied by the Member’s percentage share of the Company minimum gain at the end of the immediately preceding taxable year. A Member’s share of any decrease in Company minimum gain resulting from a revaluation of Company property equals the increase in the Member’s capital account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company minimum gain chargeback requirement to the extent the Member’s share of the net decrease in Company minimum gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member nonrecourse liability, and the Member bears the economic risk of loss (within the meaning of

section 1.752-2 of the Treasury Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

3.5 Member Minimum Gain Chargeback. If during a taxable year there is a net decrease in Member minimum gain, any Member with a share of that Member minimum gain (as determined under §1.704-2(i)(5) of the Treasury Regulations) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member minimum gain. A Member's share of the net decrease in Member minimum gain is determined in a manner consistent with the provisions of Section 3.4. A Member is not subject to this Member minimum gain chargeback, however, to the extent the net decrease in Member minimum gain arises because the liability ceases to be Member nonrecourse liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a nonrecourse liability. The amount that would otherwise be subject to the Member minimum gain chargeback is added to the Member's share of Company minimum gain. In addition, rules consistent with those applicable to Company minimum gain shall be applied to determine the shares of Member minimum gain and Member minimum gain chargeback to the extent provided under the Treasury Regulations issued pursuant to §704(b) of the Internal Revenue Code of 1986, as amended.

3.6 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an off-settable decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income and gain for such year) in an amount and manner sufficient to offset such off-settable decrease as quickly as possible.

3.7 Member Costs. Except for distributions made pursuant to Sections 3.2 and 3.3, and as otherwise agreed to by the Managers, no Member or an affiliate of a Member shall receive any pay from the Company with respect to the operations hereunder. The Company shall, however, repay any loans made by a Member or any affiliate of a Member and reimburse a Member for all direct expenses advanced by such Member on behalf of the Company. Any repayment of a loan advanced by a Member or any affiliate of a Member or any unpaid amounts owing to an employee of the Company who is also a Member, shall be made before any distributions under Sections 3.2 or 3.3.

ARTICLE 4

MANAGEMENT OF THE COMPANY

4.1 Management by Managers; Number. Except as otherwise provided in this Agreement, the property, affairs and business of the Company shall be managed by three managers, one manager designated by MCJ (the "Managing Manager"), one manager designated by ZGR (the "ZGR Manager"), and one manager designated by CJ (the "CJ Manager"). By execution of this Agreement, MCJ designates Anthony Ansara as the Managing Manager, ZGR designates Rick Del Sontro as the ZGR Manager, and CJ designates Dan Curis as the CJ Manager. The Managing Manager, the ZGR Manager and the Curis Manager are sometimes hereinafter referred to individually, as a "Manager" and collectively, as the "Managers." Any action or approval expressly set forth herein requiring the consent of the "Managers" (as opposed to the

Managing Manager) shall require the approval of a majority of the Managers (i.e., at least two (2) of the Managers).

4.2 Power and Authority.

(a) *General Authority of the Managing Manager.* Subject to Section 4.2(b) below and as otherwise expressly set forth in this Agreement, the Managing Manager shall have full and complete power, authority and discretion to manage and control the day to day operations of the Company and its business and to make all incidental decisions, subject to any power and authority that this Agreement or the Act expressly vests in the Members or the Managers. Without limiting the generality of the immediately preceding sentence, but subject to any power and authority which this Agreement or the Act expressly vests in the Members or the Managers, and subject to the approval of the ZGR Manager or the CJ Manager as expressly provided in Section 4.2(b) hereof, the Managing Manager shall have the power, authority and discretion, for and on behalf of the Company, to:

- (i) operate, manage, and otherwise deal with the Restaurant, and do all things incidental thereto;
- (ii) demand, settle, collect, receive and give releases and discharges for all moneys, debts, accounts, interest, dividends, securities and other tangible or intangible personal or real property which now is due or belongs, or in the future shall be due or belong, to the Company;
- (iii) borrow money in the name of the Company in an amount less than \$25,000 in the aggregate and secure such loans by security interests in or liens or other encumbrances on, property of the Company;
- (iv) settle and pay the debts and obligations of the Company;
- (v) engage, employ and dismiss employees, independent contractors, attorneys, accountants and other persons hired to perform management, administrative, sales or other services for and on behalf of the Company, and to define such persons' respective duties and establish their compensation or remuneration;
- (vi) procure and maintain insurance policies for the protection of or for any purpose beneficial to the Company;
- (vii) purchase and maintain insurance on behalf of the Managers against any liability or expense asserted against or incurred by it in any such capacity or arising out their status as Managers, whether or not the Company has or could indemnify it against such liability or expense;
- (viii) open, maintain, deposit into and withdraw from bank accounts, and, if desired, to designate other persons to execute checks or drafts on such accounts;

- (ix) commence, prosecute and defend all actions and other proceedings affecting the Company in any way;
 - (x) generally, carry on the Company's business in the ordinary course, manage the Company's day-to-day operations and carry out the development and expansion of the Company's business in the ordinary course; and
 - (xi) negotiate, prepare, modify, change, execute, deliver and, if appropriate, file or record any and all documents, agreements, instruments and papers, and to do and perform any and all acts and deeds, which are or become necessary, proper, convenient or desirable in connection with or in furtherance of any of the powers enumerated above or in order to effectuate or carry out the Company's purpose, as described in Section 1.2 above.
- (b) *Restrictions on Managing Manager's Authority.* Notwithstanding anything else to the contrary, the Managing Manager shall not take any of the following actions without the prior written consent of either the ZGR Manager or the CJ Manager:
- (i) Approve an annual budget of the Company on or before November 30th of each year
 - (ii) The establishment of the Capital Reserves;
 - (iii) The determination of net Cash Flow to be distributed quarterly in accordance with Section 3.2 to the Members for any period;
 - (iv) cause the Company to sell or exchange all or a substantial portion of its assets (other than items replaced in the ordinary course of business);
 - (v) obtain or refinance any loan secured by the assets of the Company, or obtain for the Company any unsecured loan in excess of \$25,000.00;
 - (vi) cause the Company to engage in any business other than the purpose described in Section 1.2;
 - (vii) cause the Company to incur any capital expenditure in excess of \$25,000.00, unless included in an operating budget for the Company that has been approved by the unanimous consent of the Managers;
 - (viii) cause the Company to enter into a lease (capital or otherwise) for real or personal property where the total rent payments due thereunder exceed \$25,000.00.

- (ix) make a call for the contribution of additional capital, except as provided under to Section 2.2 hereof; or
- (x) amend the Articles of the Company.

4.3 **Standard of Care; Liability; Indemnification.**

- (a) *Standard of Care.* Each Manager shall discharge its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner it reasonably believes is in the best interests of the Company and its Members. In its duties, each Manager may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more Members or employees of the Company whom the Manager reasonably believes is reliable and competent with respect to the matter prepared or presented, or (ii) legal counsel, public accountants, engineers or other persons as to matters the Manager reasonably believes are within such person's professional or expert competency; provided that the Manager does not have knowledge concerning the matter in question which makes such reliance unwarranted.
- (b) *Liability.*
 - (i) Each Manager shall be liable solely to the Company and, derivatively, to its Members for the Manager's gross negligence or willful misconduct. A Manager's taking of any action or failure to take any action, or a Manager's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of the Manager.
 - (ii) The Members shall look solely to the Company's property for the return of their Capital Contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such Capital Contributions, no Member shall have recourse against a Manager, except as provided in Section 4.3(b)(i) above, or any other Member.
- (c) *Indemnification.* The Company shall indemnify, defend and hold harmless each Manager (and, if applicable, its officers, directors, shareholders, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by the Manager in defense of any act or omission), judgments or amounts paid in settlement by the Manager by

reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Manager is a party or is threatened to be made a party because he, she or it is or was a Manager. The provisions of this Section 4.3(c), however, shall not relieve a Manager of any liability which he, she or it may have (i) pursuant to Section 4.3(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Manager is not entitled, (iii) pursuant to Section 308 of the Act, or (iv) in connection with a knowing violation of law, and no Manager shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.3(c) shall be limited to the Company's assets, and the Managers shall have no claim against any Member by virtue of this Section 4.3(c).

4.4 Tenure; Removal; Resignation; Vacancies.

- (a) *Tenure.* Each Manager shall hold such office until her/his death or incapacity, he/she/it is removed as set forth in subparagraph (b) of this Section 4.4, or such Manager otherwise resigns or vacates such position.
- (b) *Removal.* The Managing Manager may be removed at any time, with or without cause, by MCJ, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action. The ZGR Manager may be removed at any time, with or without cause, by ZGR, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action. The CJ Manager may be removed at any time, with or without cause, by CJ, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action.
- (c) *Resignation.* A Manager may resign at any time by giving written notice to the Members. Such resignation shall be effective as of the giving of the notice or at such later time, if any, as may be specified in the notice. Unless otherwise specified in the notice, acceptance of a Manager's resignation by the Members shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute the withdrawal of such Manager as a Member.
- (d) *Vacancies.* Any vacancy in the position of Manager as a result of a Manager's death, incapacity, resignation, vacation of his/her/its position, or removal as set forth in subparagraph (b) of this Section 4.4 shall be filled in the manner provided in Section 4.1 (i.e., if the vacancy involves the Managing Manager, then MCJ shall fill the vacancy; if the vacancy involves

the ZGR Manager, then ZGR shall fill the vacancy and if the vacancy involves the CJ Manager, then CJ shall fill the vacancy).

4.5 Self-Dealing. Any Member or Manager and any affiliate of a Member or Manager may deal with the Company directly or indirectly, as vendor, purchaser, employee, agent or otherwise. No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Member or Manager or any affiliate of a Member or Manager is directly or indirectly interested in such contract or other act apart from its interest as a Member, nor shall any Member or Manager or any affiliate of a Member or Manager be accountable to the Company or the other Members or Managers in respect of any profits directly or indirectly realized by him by reason of such contract or other act, and such interested Member or Manager shall be eligible to vote or take any other action as a Member or Manager in respect of such contract or other act as he would be entitled were he or his affiliate not interested therein. Notwithstanding the foregoing provisions, unless the contract or other act is specifically authorized in this Agreement, the same shall be disclosed to all other Members and approved by the unanimous consent of the Managers and the terms thereof shall be fair as respects the Company and shall be competitive with the terms available from unaffiliated parties. The Members and Managers acknowledge and agree that (i) the Company shall retain Ansara Concepts, Inc., a Michigan corporation (“Concepts”), an Affiliate of the Managing Manger, to manage the Restaurant, and (ii) Concepts shall be paid a monthly management fee equal to 3.5% of the monthly gross sales of the Restaurant.

4.6 Devotion of Time to Company. A Manager shall not be required to manage the Company as his, her or its sole and exclusive function, and the Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of a Manager or to the income or proceeds derived from such interests or activities. A Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other interests or activities. The provisions of this Section 4.6 shall be subject to those of Section 4.5 above.

4.7 Removal of the Managing Manager.

- (a) Either ZGR or CJ may remove the Managing Manager from his/her/its duties and responsibilities as Managing Manager upon the occurrence of any of the following events:
 - (i) If the Managing Manager shall file a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or State thereof, or the Managing Manager shall file for the appointment of a receiver or trustee, or the Manager shall make a general assignment of the benefit of its creditors;
 - (ii) If there should be filed against the Managing Manager a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or State thereof, seeking to declare the Managing Manager bankrupt or

insolvent, or any action seeking the appointment of a receiver or a trustee of the Managing Manager, and such proceedings shall remain undischarged or unstayed for a period of ninety (90) days; or

- (iii) If the Managing Manager is an entity, upon the dissolution or termination of the Managing Manager or the revocation of its charter.

- (b) The Managing Manager may be removed at any time by ZGR or CJ with “Cause” (as defined herein). For purposes of this Agreement, “Cause” shall mean a final judicial determination, or an admission by the Managing Manager or MCJ that: (i) the Managing Manager failed to materially perform his/her/its obligations under this Agreement (after ZGR or CJ has delivered to the Managing Manager a written demand for performance and such material nonperformance has continued for more than fourteen (14) days following the giving of such written notice); or (ii) the Managing Manager or MCJ: (1) committed a fraud, defalcation, embezzlement, or larceny upon the Company; (2) received a kickback or other illegal remuneration, payment, right or entitlement from any third-party with which the Company does business or is seeking to do business (or attempting to do the same); or (3) committed a felony in connection with the management of the Company. If ZGR or CJ believes that (i) the Managing Manager failed to materially perform his/her/its obligations under this Agreement (after ZGR or CJ has delivered to the Managing Manager a written demand for performance and such material nonperformance has continued for more than fourteen (14) days following the giving of such written notice); or (ii) the Managing Manager or MCJ: (1) committed a fraud, defalcation, embezzlement, or larceny upon the Company; (2) received a kickback or other illegal remuneration, payment, right or entitlement from any third-party with which the Company does business or is seeking to do business (or attempting to do the same); or (3) committed a felony in connection with the management of the Company, then ZGR or CJ, on behalf of the Company, may petition a court of competent jurisdiction for a judicial determination that the Managing Manager should be removed.

- (c) If ZGR or CJ removes the Managing Manager from his/her/its duties and responsibilities pursuant to the terms of this Section 4.7, then: (i) ZGR and CJ shall unanimously designate the successor of the Managing Manager; (ii) MCJ shall no longer have any right to designate the Managing Manager; and (iii) such removal shall not affect the rights of MCJ as a Member of the Company.

4.8 Compensation and Expenses. The Managers shall receive no compensation for their services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in performance of their duties.

4.9 **Written Consent in Lieu of Meeting.** Unless a greater vote is required, any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if a written consent thereto shall be signed by a majority of the Managers.

ARTICLE 5

RIGHTS AND DUTIES OF MEMBERS

5.1 **Participation in Management; Voting Rights.** The Members shall have no right to take part in, vote on or interfere in any manner with the management, conduct or control of the Company or its business, and shall have no right or authority whatsoever to act for or on behalf of, or to bind, the Company. Notwithstanding the immediately preceding sentence, the Members shall have the right to vote, in accordance with their Membership Interests, on each of the following matters:

- (a) An amendment to the Articles, or an amendment to this Agreement;
- (b) The liquidation or dissolution of the Company;
- (c) The merger of the Company; and
- (d) Any other matters with respect to which the Act or this Agreement expressly contemplates that the Members will have a right to vote.

5.2 **Vote of Members.**

- (a) Each Member shall have one vote for each percentage point of Membership Interests of such Member. Unless a greater or lesser vote is expressly required pursuant to any other provision of this Agreement, any action which the Members are required or permitted to take, including, without limitation, the matters described above, shall require the affirmative vote of no less than 65% of the Membership Interests of the Members, and any lesser interest shall have no power whatsoever to take any action for or on behalf of, or to bind, the Company or the Members. Any action by the requisite number of Members, if taken in conformity with this Agreement, shall bind all of the Members, and no Member shall have the right to dissent from such action. Any Member may delegate all or any of his, her or its voting rights or powers to another Member (but only in writing), in which case any act of the other Member shall be the act of the delegating Member.
- (b) Notwithstanding anything to the contrary in this Agreement, either Manager may request in writing that any Member give his, her or its consent, approval or agreement to any matter, and if the request expressly so states, then if the Member does not indicate his, her or its disapproval by written notice to such Manager within the period of time (not less than fifteen (15) days after mailing of the request) specified in the request, the Member shall

be deemed to have given the requested written consent, approval or agreement in writing.

5.3 Withdrawal. No Member shall be entitled to withdraw from the Company without first obtaining the written consent of the Managers. No withdrawing Member shall be entitled to a withdrawal distribution unless such a distribution has been approved by all of the Members, which approval may be subject to such conditions, terms or qualifications as the Members deem appropriate.

5.4 Limited Liability of Members. No Member shall be personally liable for the Company's acts, debts or obligations, unless the Act or any other provision of this Agreement expressly provides otherwise.

5.5 Access to Company Information. On written request by a Member, the Managing Manager shall provide the Members with a copy of the most-recent federal, state and local income tax returns and reports of the Company. On reasonable written request by a Member, (i) the Managing Manager shall provide such Member with information regarding the current state of the business and financial condition of the Company and information related to the Restaurant; (ii) any Member, or his, her or its designated representative, may inspect and copy any of the records maintained pursuant to Section 9.2 below; and (iii) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable. Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

5.6 Financial Statements. Notwithstanding Section 5.5 to the contrary, within 30 days after the end of each fiscal month, fiscal quarter, or Fiscal Year, the Company shall cause to be delivered to each Member a financial statement of the Company for the prior fiscal period, prepared at the expense of the Company in accordance with generally accepted accounting principles consistently applied, which financial statement shall set forth, as of the end of and for such fiscal period, the following:

- (a) a profit and loss statement, and a balance sheet of the Company;
- (b) the balance in such Member's Capital Account; and
- (c) such other information as reasonably shall be necessary for the Members to be advised of the financial status and results of operations of the Company.

5.7 Meetings of the Members; Actions by Written Consent.

- (a) *Notice of Meeting.* The Managing Manager may call, and, at the request of one or more Members the aggregate of the Membership Interests of whom is at least ten percent (10%), shall call, a meeting of the Members by giving written notice to each Member specifying the date (which may not be less than ten (10) business days after the notice is given, and with respect to a notice which has been given at the request of one or more Members, may

not be more than thirty (30) days after the notice is given), time, place and purpose of such meeting. Unless the Managing Manager decides otherwise in its sole discretion, all meetings shall be held in the State of Michigan or telephonically at a place and time reasonably convenient to the Members.

- (b) *Attendance.* Members may participate in a meeting by conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and such participation shall constitute personal attendance at such meeting. In addition, a Member may attend and vote by proxy. A Member's attendance at a meeting constitutes waiver of (i) notice of the meeting, unless attendance is for the sole purpose, announced at the beginning of the meeting, of objecting to the transaction of any business because the meeting was not called or convened properly, and (ii) objection to any action taken or consideration of any matter at the meeting which is not within the purposes described in the notice of the meeting, unless the Member objects to such action or consideration when it is first presented at the meeting.
- (c) *Voting Requirements.* Only those persons who were Members at the close of business on the last business day prior to the date of the meeting shall be entitled to vote at a meeting of the Members. Voting shall be by voice unless a Member requests a ballot, in which event voting shall be by written ballot. Each ballot shall be signed by the Member who casts it, and shall be preserved with the minutes of the meeting.
- (d) *Adjournment.* A meeting of the Members may be adjourned to another time and place by the affirmative vote of all of the Members in attendance. If a meeting is adjourned to another day, the Managing Manager shall use reasonable efforts to inform the other Members of the date, time and place on and at which the meeting will reconvene, and if such date is more than five days after the date of the meeting, shall notify the other Members of such date, time and place.
- (e) *Minutes.* The Managing Manager (or a person designated by the Managing Manager) shall preside at all meetings of Members. The presiding party shall designate a secretary to keep the minutes of the meeting.
- (f) *Action by Written Consent.* Any action that, pursuant to this Agreement or the Act, is to be taken by a vote of all of the Members may be taken, without a meeting of the Members and without a vote, pursuant to a written consent signed by all of the Members.

ARTICLE 6 DISPOSITION OF MEMBERSHIP INTERESTS

6.1 Disposition of Membership Interests. Without the prior written consent of all of the Managers, a Member shall not sell, assign, transfer, convey, give, encumber, pledge,

hypothecate, or in any manner (voluntarily, involuntarily or otherwise), dispose of (or permit a levy or attachment on and such levy or attachment is not removed within sixty days) all or any part of its Membership Interest in the Company, now owned or after acquired by it, except as permitted by the following sub-paragraphs:

- (a) Any revocable trust which is a Member may transfer any or all of its Membership Interest in the Company to the individual who is the trustee of such trust.
- (b) Upon termination of any revocable trust which is a Member, the Membership Interest in the Company owned by such trust may be transferred to the individual who is the trustee of such trust.
- (c) An individual Member may transfer any or all of his Membership Interest in the Company to himself, as the trustee of a revocable living trust established by him for his benefit and/or the benefit of his spouse, children, and/or other relatives.
- (d) Each Member may transfer any or all of his/its Membership Interest in the Company to another Member.

Any transfer in violation of this Section 6.1 shall not be acknowledged by the Company as having occurred. The transfers set forth above will only be effective if such transferees become parties to and executes an addendum to this Agreement and agree to the terms and conditions of this Agreement as a condition of their becoming a Member of the Company.

6.2 Assignment of Distribution Rights. Notwithstanding anything to the contrary contained herein, a Member may assign the right to such Member's Membership Interest in whole or in part provided that such assignment does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to under this Agreement.

6.3 Section 754 Election. In the event of the assignment of all or any portion of Membership Interests voluntarily by way of a sale or exchange (and the subsequent admission of the assignee as a substitute Member pursuant to Section 6.1 above) or by operation of law on the death of a Member, the Company shall elect, pursuant to Code Section 754, to adjust the basis of the Company's property, if the recipient of the Membership Interests so requests, and if the Managers consent to such adjustment (which consent shall not be unreasonably withheld). Each Member shall provide the Company with all information necessary to make such election.

ARTICLE 7 **NOTICES**

7.1 Manner of Delivery. Any notice, election, demand, request, consent, approval, concurrence or other communication (collectively, a "notice") given or made under any provision

of this Agreement shall be deemed to have been sufficiently given or made for all purposes only if it is in writing and it is: (a) delivered personally to the party to whom it is directed; (b) sent by overnight courier; or (c) electronically mailed to the party to whom it is directed, at his/her/its address set forth opposite his/her/its name on the attached Exhibit A. The Managing Manager's address is also set forth on the attached Exhibit A. All notices to the Company shall be sent to the Managing Manager's address, in care of the Managing Manager.

7.2 Date. Unless any other provision of this Agreement expressly provides to the contrary, any notice:

- (a) given or made in the manner indicated in Section 7.1(a) above shall be deemed to have been given or made on the day on which such notice was actually delivered to an adult residing or employed at the address of the intended recipient, but if such day was not a business day, such notice shall be deemed to have been given or made on the first business day following such day;
- (b) given or made in the manner indicated in Section 7.1(b) above shall be deemed to have been given or made on the business day immediately following the day on which it was deposited with the overnight courier, provided that the notice is subsequently delivered by the U.S. Post Office or the courier service to the designated address in the ordinary course of business; and
- (c) by electronic mail pursuant to Section 7.1(c) above shall be deemed to have been given or made when received; provided that if the transmission occurs after 4:30 p.m. EST or EDT (as appropriate) or on a non-business day, the notice shall be deemed to have been given or made on the first business day to follow such transmission.

7.3 Change of Address. Any Member, Manager or the Company may change his, her or its address for purposes of this Agreement by giving the Managers, the Company, and all of the Members notice of such change in the manner provided in Section 7.1 above.

ARTICLE 8 DISSOLUTION

8.1 Events of Dissolution. The Company shall be dissolved and its affairs wound up on the occurrence of any of the following events, whichever occurs first:

- (a) the expiration of the period fixed for the Company's duration, if any, set forth in its Articles;
- (b) the unanimous vote of Members to dissolve, wind up, and liquidate the Company;
- (c) the entry of a decree of judicial dissolution; or

- (d) the happening of any other event requiring the dissolution of the Company under the laws of the State of Michigan and not otherwise addressed specifically in this Agreement.

8.2 Winding Up and Liquidating Distributions. Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations and then to Members and former Members first, in satisfaction of liabilities for distributions and then, in accordance with their Membership Interest. Such proceeds shall be paid to such Members within 90 days after the date of winding up.

ARTICLE 9 MISCELLANEOUS

9.1 Fiscal Year. The Company's fiscal year shall be the calendar year.

9.2 Books and Records. The Company's books shall be kept on such method of accounting as the Managing Manager deems appropriate. The Company's books shall be maintained in a full and accurate manner at its principal place of business, and each and every transaction of the Company shall be entered fully and accurately in such books. The Company shall keep the following records at its registered office: (i) a current and accurate list of each Member and the Managers, including his, her or its full name and last known address; (ii) a copy of the Articles and this Agreement, including all amendments and restatements; (iii) copies of the Company's federal, state and local tax returns and financial statements for the Company's last three fiscal years; and (iv) copies of records that would enable a Member to determine his, her or its relative share of the Company's distributions and his, her or its relative voting rights, to the extent such information is not ascertainable from the records required to be maintained pursuant to clauses (i), (ii) and (iii) of this sentence.

9.3 Financial Statements. At the Company's expense, the Managing Manager shall cause to be prepared and distributed to all of the Members all appropriate information relating to the Company that is necessary for the preparation of the Members' federal income tax returns.

9.4 Governing Law. This Agreement shall be deemed to have been entered into within the State of Michigan. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

9.5 Amendments. Except to the extent that another provision of this Agreement expressly provides to the contrary, any amendment to this Agreement must be approved, in writing by all of the Members; provided, however, this Agreement may be amended by the Managing Manager to (i) correct any errors in this Agreement; and (ii) reflect any assignments or any changes in the Members' Membership Interests accomplished in accordance with the terms of this Agreement.

9.6 Binding Effect. Except to the extent that another provision of this Agreement

expressly provides to the contrary, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective estates, personal representatives, executors, administrators, heirs, devisees, successors and permitted assigns.

9.7 Severability. The provisions of this Agreement shall be severable. Any section, paragraph, clause or provision of this Agreement that is found to be unenforceable or invalid shall not affect the enforceability or validity of any other section, paragraph, clause or provision of this Agreement.

9.8 Construction. The parties acknowledge that they each participated in the drafting of this Agreement and the negotiation of its provisions. This Agreement shall not be construed for or against any party, regardless of whether some parties had a greater degree of participation than others. This Agreement sets forth the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings, agreements and letters of intent, whether written or oral, with respect to its subject matter, all of which are hereby declared null and void and of no further force or effect.

9.9 Pronouns. References in this Agreement to a Member, a Manager or any other person in the singular or plural or as him, her, it, or other like references, shall also, where the context so requires, be deemed to include the singular or the plural reference, or the masculine, feminine or neuter reference, as the case may be.

9.10 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Copies (whether facsimile, electronic, photostatic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

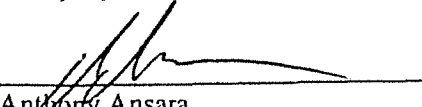
9.11 Partnership Representative. Anthony Ansara is hereby designated as the “Partnership Representative” (formerly known as the “Tax Matters Member”) for the Company within the meaning of Section 6223(a) of the Internal Revenue Code of 1986, as amended. The Partnership Representative shall have full power and authority to act as such for the Company and the Members, with all the rights and responsibilities of that position described in Sections 6221 through 6241 of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, the duty of the Partnership Representative to keep each Member informed of administrative and judicial proceedings involving tax issues related to the Company, its property or its business shall be limited to a duty to inform each Member of the beginning, completion, and results of such proceedings. The Partnership Representative shall be free from all claims by the Company or the other Members by reason of any act performed for or on behalf of the Company as the Partnership Representative. The Company shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys’ fees and court costs, which may be made or imposed upon him by reason of any act performed for or on behalf of the Company as Partnership Representative.

[Remainder of Page Intentionally Left Blank.]

INTENDING TO BE LEGALLY BOUND, the parties hereto make and execute this Agreement as of the date and year first written above.

COMPANY:

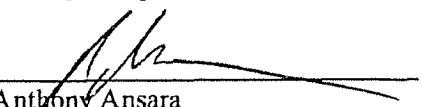
DAILY JAM GP LLC, a Michigan limited liability company

By: 
Anthony Ansara
Its: Managing Manager

By: _____
Rick Del Sontro
Its ZGR Manager

MEMBERS:

MOTOR CITY JAM LLC, a Michigan limited liability company

By: 
Anthony Ansara
Its: Authorized Representative

ZGR HOLDINGS, LLC, a Delaware limited liability company

By: _____
Rick Del Sontro
Its: Manager

CURIS JAM LLC, a Michigan limited liability company

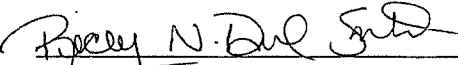
By: _____
Daniel Curis
Its: Authorized Representative

INTENDING TO BE LEGALLY BOUND, the parties hereto make and execute this Agreement as of the date and year first written above.

COMPANY:

DAILY JAM GP LLC, a Michigan limited liability company

By: _____
Anthony Ansara
Its: Managing Manager

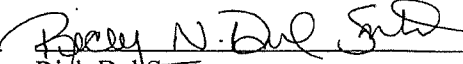
By: 
Rick DeSontro
Its: ZGR Manager

MEMBERS:

MOTOR CITY JAM LLC, a Michigan limited liability company

By: _____
Anthony Ansara
Its: Authorized Representative

ZGR HOLDINGS, LLC, a Delaware limited liability company

By: 
Rick DeSontro
Its: Manager

CURIS JAM LLC, a Michigan limited liability company


By: 
Daniel Curis
Its: Authorized Representative

EXHIBIT A

| <u>Member</u> | <u>Mailing Address</u> | <u>Membership Interest</u> | <u>Capital Contribution</u> |
|-------------------------------|---|-----------------------------------|------------------------------------|
| MOTOR CITY JAM LLC | 23925 Industrial Park Dr. Farmington Hills, MI 48335 | 33-1/3% | \$ |
| ZGR HOLDINGS, LLC | 42490 Garfield Rd., Suite 202 Clinton Township, Michigan 48038 | 33-1/3% | \$ |
| CURIS JAM LLC | 20710 Mack Avenue Grosse Pointe Woods, MI 48236 | 33-1/3% | \$ |
| <i>Total:</i> | | <u>100%</u> | <u>\$</u> |

Managing Manager Mailing Address: Anthony Ansara
23925 Industrial Park Dr.
Farmington Hills, MI 48335

TAB 4

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

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:

MOTOR CITY JAM LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: VICTOR L. ANSARA
- 2. Street Address: 23925 INDUSTRIAL PARK DR.
Apt/Suite/Other:
City: FARMINGTON HILLS
State: MI Zip Code: 48335

3. Registered Office Mailing Address:

- P.O. Box or Street Address: 23925 INDUSTRIAL PARK DR.
Apt/Suite/Other:
City: FARMINGTON HILLS
State: MI Zip Code: 48335

Article V

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

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

Signed this 27th Day of December, 2019 by the organizer(s):

| | | |
|---|------------------|-----------------------------------|
| Signature: | Title: | Title of Officer (Not applicable) |
| Alan J. Schwartz, Attorney for Victor Ansara, Organizer | Attorney In Fact | |

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

MOTOR CITY JAM LLC

ID Number: 802398146

received by electronic transmission on December 27, 2019 , *is hereby endorsed.*

Filed on December 27, 2019, *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 27th day of December, 2019.

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

**OPERATING AGREEMENT
FOR
MOTOR CITY JAM LLC**

THIS OPERATING AGREEMENT (this "Agreement"), effective as of January 1, 2023, is by and among **MICHAEL A. ANSARA, ANTHONY R. ANSARA, VICTOR L. ANSARA, JR., NICOLAS L. E. ANSARA, and VICTOR L. ANSARA, AS TRUSTEE OF THE VICTOR L. ANSARA LIVING TRUST U/A/D MAY 3, 1989, AS AMENDED AND RESTATED** ("Victor's Trust") as members (individually, a "Member", collectively, the "Members") of **MOTOR CITY JAM LLC**, a Michigan limited liability company (the "Company"), who agree to and/or acknowledge the following:

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended by Act No. 52, Public Acts of 1997, as amended by Act No. 336, Public Acts of 2000 (the "Act"), by the filing of Articles Of Organization (the "Articles") with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau.

1.2 Name. The name of the Company shall be Motor City Jam LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

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

1.5 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the Articles and may be changed from time to time. If the Resident Agent shall ever resign or be unable to serve, the Company shall promptly appoint a successor. The Company shall promptly file notice of change of its Registered Office and/or Resident Agent, as appropriate.

1.6 Intention for Company. The Members have formed the Company as a Limited Liability Company under and pursuant to the Act. Except for income tax purposes, the Company is not and shall not be construed as a partnership or any other venture. No Member shall be construed to be a partner in the Company or a partner with another Member.

ARTICLE II
BOOKS, RECORDS AND ACCOUNTING

2.1 Books and Records. The Manager shall cause the Company to maintain complete and accurate books and records of the Company's business and affairs as required by the Act. Such books and records shall be kept at the Company's Registered Office and shall be available for examination there by any Member or its duly authorized representative at any and all reasonable times.

2.2 Reports.

(a) Within 75 days after the end of each fiscal year, the Manager shall cause the Company to send to each person who was a Member at any time during the fiscal year then ended such tax information as shall be necessary for the preparation by such Member of its Federal income tax return and state income tax and other returns with regard to jurisdictions in which the Company is formed or qualified.

(b) Within 90 days after the end of each fiscal year, the Manager shall cause the Company to send to each person who was a Member at any time during the fiscal year then ended a balance sheet as of the end of such fiscal year and statements of income and Member's capital, all of which shall be prepared in accordance with generally accepted accounting principles.

2.3 Member's Accounts. The Manager shall cause the Company to maintain separate capital accounts for each Member. Each Member's capital account shall reflect such Member's capital contributions and increases for such Member's share of any net income or gain of the Company. In addition, each Member's capital account shall also reflect decreases for distributions made to the Member and such Member's share of any losses and deductions of the Company.

2.4 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the capital account of each Member shall be adjusted to account for that Member's allocable share (as determined below) of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

2.5 Sale or Exchange of Membership Interest. In the event of a sale or exchange of some or all of a Member's Membership Interest in the Company, the capital account of the transferring Member shall become the capital account of the assignee, to the extent it relates to the portion of the Membership Interest transferred.

2.6 Compliance with Section 704(b) of the Internal Revenue Code. The provisions of this Section as they relate to the maintenance of capital accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to this Agreement to have substantial economic effect under the regulations promulgated under Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), in light of the distributions and capital contributions made pursuant to this Agreement. This

Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution in excess of the initial contribution.

2.7 Legal Assistance. The Manager on behalf of the Company may engage a law firm representing one of the Members. Such engagement shall not constitute a waiver of the attorney-client privilege nor be grounds to disqualify the law firm from continued representation of the Member.

2.8 Partnership Representative. Anthony R. Ansara is hereby designated as the "Partnership Representative" for the Company within the meaning of Section 6223(a) of the Code. The Partnership Representative shall have full power and authority to act as such for the Company and the Members, with all the rights and responsibilities of that position described in Sections 6221 through 6241 of the Code. Notwithstanding the foregoing, the duty of the Partnership Representative to keep each Member informed of administrative and judicial proceedings involving tax issues related to the Company, its property or its business shall be limited to a duty to inform each Member of the beginning, completion, and results of such proceedings. The Partnership Representative shall be free from all claims by the Company or the other Members by reason of any act performed for or on behalf of the Company as the Partnership Representative. The Company shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon him by reason of any act performed for or on behalf of the Company as Partnership Representative.

2.9 Bank Accounts. The bank account or accounts of the Company shall be maintained in the financial institution or institutions selected by the Manager. All funds of the Company shall be deposited into account(s) of the Company and any and all checks or other instruments used to draw funds of the Company shall require the signature of the Manager or an authorized representative of the Manager.

ARTICLE III **CAPITAL CONTRIBUTIONS**

3.1 Initial Commitments and Contributions. Each Member has made a capital contribution to the Company in the amount set forth on the books and records of the Company. The interests of the respective Members in the total capital of the Company are set forth in Exhibit A and shall be referred to as a Member's "Membership Interest". No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

3.2 Additional Contributions. No Member shall be required to contribute additional capital to the Company.

3.3 Nature of Member's Interest. Membership Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity. No Member, individually, shall have ownership of such property. No Member, nor any successor in interest to

any Member, shall have the right while this Agreement remains in effect, to have any Company assets partitioned, or to file a complaint or institute any proceedings at law or in equity to have any asset partitioned. Each Member, on behalf of himself/herself/itself, his/her/its successors, successors-in-title, and assigns, hereby waives any such right.

ARTICLE IV **ALLOCATIONS AND DISTRIBUTIONS**

4.1 Allocations. Except as may be required by the Code or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in proportion with each Member's Membership Interest.

4.2 Distributions.

(a) Subject to Section 4.2(b), the Company, based on the determination of the Manager, may make distributions of "Cash Flow" to the Members from time to time in proportion with each Member's Membership Interest. Distributions shall be in cash or property, or both, as the Manager determines. For purposes of this Section "Cash Flow" shall mean all cash receipts collected by the Company (including, without limitation, sale and loan proceeds) remaining after payment of all due and payable liabilities and expenses of the Company, including rent, the payment of debt service, and loans owing to the Members, such reserves as the Manager deems reasonably necessary for the proper operation of the Company's business, and/or any other fees or expenditures authorized under this Agreement.

(b) No distribution shall be declared or made if, after giving it effect: (i) the Company would not be able to pay its debts as they become due in the usual course of business, or (ii) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

4.3 Mandatory Distributions. Notwithstanding Section 4.2(a), but subject to Section 4.2(b), the Manager shall cause the Company to distribute cash to Members in amounts sufficient to pay the Federal and applicable State income tax liabilities attendant to the ownership of such Member's Membership Interest, at the then highest Federal and applicable State income tax marginal rates, including any adjustments ("Mandatory Distributions"). Mandatory Distributions shall, if possible, be made on a quarterly basis with the checks mailed to Members no later than 10 days before the due date of each quarterly federal income tax estimated payment.

4.4 Company Minimum Gain Chargeback. If there is a net decrease in Company minimum gain for a taxable year, each Member must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in Company minimum gain. A Member's share of the net decrease in Company minimum gain is the amount of the total net decrease multiplied by the Member's percentage Membership Interest of the Company minimum gain at the end of the immediately preceding taxable year. A Member's share of any decrease in Company minimum gain resulting from a

revaluation of Company property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company minimum gain chargeback requirement to the extent the Member's share of the net decrease in Company minimum gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member nonrecourse liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Treasury Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

4.5 Member Minimum Gain Chargeback. If during a taxable year there is a net decrease in Member minimum gain, any Member with a share of that Member minimum gain (as determined under Section 1.704-2(i)(5) of the Treasury Regulations) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member minimum gain. A Member's share of the net decrease in Member minimum gain is determined in a manner consistent with the provisions of Section 4.4. A Member is not subject to this Member minimum gain chargeback, however, to the extent the net decrease in Member minimum gain arises because the liability ceases to be Member nonrecourse liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a nonrecourse liability. The amount that would otherwise be subject to the Member minimum gain chargeback is added to the Member's share of Company minimum gain. In addition, rules consistent with those applicable to Company minimum gain shall be applied to determine the shares of Member minimum gain and Member minimum gain chargeback to the extent provided under the Treasury Regulations issued pursuant to Section 704(b) of the Code.

4.6 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an off-settable decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income and gain for such year) in an amount and manner sufficient to offset such off-settable decrease as quickly as possible.

4.7 Member Costs. Except for distributions made pursuant to Sections 4.2 and 4.3, and as otherwise agreed to by the Members, no Member or an affiliate of Member shall receive any pay from the Company with respect to the operations hereunder. The Company shall, however, repay any loans made by a Member or any affiliate of a Member and reimburse a Member for all direct expenses advanced by such Member on behalf of the Company. Any repayment of a loan advanced by a Member or any affiliate of a Member shall be made before any distributions under Sections 4.2 or 4.3.

ARTICLE V

DISPOSITION OF MEMBERSHIP INTERESTS

5.1 Disposition of a Member's Membership Interest. Without the Required Vote of the Members, a Member shall not sell, assign, transfer, convey, give, encumber, pledge, hypothecate, or in any manner (voluntarily, involuntarily or otherwise), dispose of (or permit a levy or attachment on and such levy or attachment is not removed within sixty days) all or any part

of his/her Membership Interest in the Company, now owned or after acquired by him/her/it, except as permitted by the following sub-paragraphs:

(a) An individual Member may transfer any or all of his/her Membership Interest in the Company to himself/herself, as the settlor/grantor of a revocable trust established by him/her for his/her benefit and/or the benefit of his/her spouse, children, and/or other relatives;

(b) Any revocable trust which is a Member may transfer any or all of its Membership Interest in the Company to the individual who established such trust;

(c) Upon termination of any revocable trust which is a Member, the Membership Interest in the Company owned by such trust may be transferred to the individual who established such trust;

(d) Transfers by a revocable trust, in accordance with the terms thereof or in accordance with applicable law, upon the death of the individual who established such trust;

(e) Each Member may transfer any or all of his/her/its Membership Interest in the Company to another Member; and

(f) Each Member may transfer his/her/its Membership Interest pursuant to Article X below.

Any transfer in violation of this Section 5.1 shall not be acknowledged by the Company as having occurred. The transfers set forth above will only be effective if the transferees become parties to and execute an addendum to this Agreement and agree to the terms and conditions of this Agreement as a condition of their becoming a Member of the Company. An assignee so admitted as a Member shall have all of the rights and powers of the assignor, and shall be subject to all of the restrictions and liabilities of the assignor as set forth in this Agreement.

5.2 Assignment of Distribution Rights. Notwithstanding anything to the contrary contained herein, a Member may assign the right to such Member's Membership Interest in whole or in part provided that such assignment does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to under this Agreement.

ARTICLE VI **MEETINGS OF MEMBERS**

6.1 Annual Meetings. An annual meeting of the Members for the transaction of such business as may properly come before such meeting shall be held at such place, either within or without the State of Michigan, and at such time and date as the Manager, by resolution, shall determine, and if not so determined, shall be held at the Company's principal office in the State of Michigan on the fourth Tuesday in March of each year, if not a legal holiday, and if a legal holiday, then on the next business day following. The Manager shall state the time, place and purposes of

such meeting as provided in Section 6.4, unless such notice is waived. If such annual meeting is not held as herein provided for, it may be held as soon thereafter as may be convenient. Such subsequent meeting shall be called in the same manner as hereinafter provided for special meetings of Members.

6.2 Special Meetings. A special meeting of the Members may be called at any time by the Manager; and shall be called by the Manager on the written request of any Member or Members whose Membership Interest is twenty percent (20%) or more. The time of such special meeting shall be fixed by the Manager or by such Member or Members in the request, as the case may be, and shall be stated in the notice of the special meeting, provided that the time so fixed shall permit the giving of notice as provided in Section 6.4, unless such notice is waived. Such request shall state the purposes of the proposed meeting.

6.3 Place of Special Meetings. Special Meetings of the Members shall be held at such place as may be fixed from time to time by the Manager, or as shall be specified in the notice or waiver of notice of any such special meeting.

6.4 Notice of Meetings. Written notice of time, place and purposes of each meeting of the Members shall be given by the Manager and shall be served personally or by first class mail on each Member not less than ten (10) nor more than twenty (20) days before the meeting. If mailed, such notice shall be directed to each such Member at the address as it appears on the Membership roster of the Company unless such Member shall have filed with the Manager a written request that such notices be mailed to some other address, in which case it shall be mailed to the address designated in such request. Business transacted at any special meeting of the Members shall be limited to the purpose or purposes stated in the notice, unless the holders of more than sixty percent (60%) of the Membership Interests in Company consent thereto in writing.

6.5 Manager Presides. Each meeting of the Members shall be presided over by the Manager or, in his/her absence, by a chairman to be chosen at the meeting. The Manager or any Member shall act as secretary of each meeting of the Members.

6.6 Voting. At each meeting of the Members, each Member shall be entitled to one (1) vote for each of the percentage points comprising such Member's Membership Interest, and may vote either in person or by proxy, but no proxy shall be voted after three (3) years from its date unless such proxy provides for a longer period. Every proxy must be executed in writing by the Member or by his duly authorized attorney.

6.7 Quorum. At all meetings of the Members, the presence, in person or by proxy, of the holders of record of more than sixty percent (60%) of all the Membership Interests, and entitled to vote thereat, shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, the meeting shall not be adjourned, and any subsequent meeting shall be called in the same manner as provided for special meetings of Members.

6.8. Written Consent in Lieu of Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by a Member

or Members having not less than the minimum number of votes that would be necessary to authorize or take the action at any annual or special meeting of Members at which all Members entitled to vote thereon were present and voted.

6.9 Required Vote. Except as otherwise expressly set forth herein, unless a greater vote is required by the Act or this Agreement, the affirmative vote or consent of the holders of record of more than sixty percent (60%) of all of the Membership Interests shall be required (the “Required Vote”).

ARTICLE VII MANAGER

7.1 General Powers of the Manager. Except as provided in this Agreement, the property, affairs and business of the Company shall be managed by a Manager. The Manager shall perform the duties of, and have the powers appropriate for, a chief executive or chief operating officer, including, without limitation: the authority to negotiate and sign contracts, real estate purchase agreements, real property leases and personal property leases, the authority to borrow funds and to grant mortgages and security interests upon the assets of the Company in order to secure loans made to the Company, the authority to sign all checks on behalf of the Company, the authority to negotiate and enter into insurance and bonding contracts, purchasing of all necessary inventory items, supplies, equipment, and any other assets on behalf of the Company. In addition to the powers and authority expressly conferred on the Manager by this Agreement, and except as provided in this Agreement, the Manager may exercise all such powers of the Company, and do all such lawful acts and things as are permitted by the Articles. Nothing in this Section 7.1 shall limit the right of the Manager to delegate the ordinary course operation of the Company’s business to employees of the Company or others, subject to the Manager’s overall supervision and approval.

7.2 Number; Election; Term of Office; and Qualifications. The Company shall be managed by one (1) manager (the “Manager”). The Manager shall be elected by the Required Vote. The Manager shall continue in office until his earlier death, resignation or removal. No Manager need be a Member. By execution of this Agreement, the Members designate Anthony R. Ansara as the initial Manager.

7.3 Removal of the Manager; Vacancies.

(a) The Manager may be removed at any time, with or without cause, by the Required Vote, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action.

(b) If any vacancy shall occur in the position of Manager by reason of death, resignation or removal as set forth in Section 7.3(a), then such vacancy shall be filled in the manner provided in Section 7.2. In the event that the resignation of the Manager shall specify that it shall take effect at a future date, the vacancy resulting from such resignation may be filled prospectively in the same manner as provided in the paragraph above.

7.4 Regulations. The Manager may adopt such rules and regulations for the management of the property, affairs and business of the Company as it may deem proper, not inconsistent with law, the Articles or this Agreement.

7.5 Activity of the Manager or the Members. The Manager shall devote such time and effort as may be reasonably required to conduct the Company's business and perform his/her responsibilities under this Article VII. The Members and the Manager shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any kind, nature, character or description whatsoever, whether independently or with others, directly or indirectly, including but not limited to any venture which may be competitive with the business of the Company, and neither the Company nor any other Member shall have any rights by virtue of the Company created by this Agreement in and to such ventures or the income or profits derived therefrom.

7.6 Compensation. The Manager shall receive no compensation for his services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in performance of their duties.

ARTICLE VIII WAIVER OF NOTICES

8.1 Waiver of Notice. Whenever any notice is required to be given by the Articles or this Agreement, a written waiver thereof by the person or persons entitled to such notice given before or after the time stated therein, shall be deemed equivalent to such notice.

8.2 Attendance at Meeting. Attendance of a person at any meeting, whether of Members (in person or by proxy) or the Manager shall constitute a waiver of notice of such meeting, except when such person attends such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not legally called or convened.

ARTICLE IX EXCULPATION OF LIABILITY; INDEMNIFICATION

9.1 Exculpation of Liability. The personal liability of a Manager to the Company or any Member for any loss suffered by the Company or any monetary damages for breach of fiduciary duties as a Manager is hereby eliminated to the fullest extent permitted by the Act. The Manager shall not be liable for errors in judgment. The Manager may consult with counsel and accountants and any Member, employee or committee of the Company or other professional expert in respect of the affairs of the Company, and provided the Manager acts in good faith reliance upon the advice or opinion of such counsel or accountants or other persons, the Manager shall not be liable for any loss suffered by the Company in reliance thereon. If the Act is hereafter amended or interpreted to permit further limitation of the liability of a Manager beyond the foregoing, then this Section shall be interpreted to limit the personal liability of the Manager to the fullest extent permitted by the Act, as amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to limit the personal liability of the Manager to a greater extent than that permitted by said law prior to such amendment). In furtherance of, and without

limiting the generality of the foregoing, no Member or Manager shall be personally liable for the debts, obligations or liabilities of the Company, including any such debts, obligations or liabilities arising under a judgment, decree or order of a court.

9.2 Indemnification.

(a) Subject to the limitations and conditions as provided in this ARTICLE IX, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative (hereinafter, a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Manager shall be indemnified by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees and expenses) actually incurred by such person in connection with such Proceeding, and indemnification under this ARTICLE IX shall continue as to a person who has ceased to serve in the capacity that initially entitled such person to indemnity hereunder; provided, that no such person shall be indemnified for any judgments, penalties, fines, settlements or expenses (i) to the extent attributable to such person's gross negligence, willful misconduct, or intentional violation of law (or, if the Act is hereafter amended or interpreted to permit a higher required standard of culpability for conduct subject to indemnification, to the extent not in violation of such higher required standard), (ii) for any present or future breaches of any representations, warranties or covenants by such person contained in this Agreement or in any other agreement with the Company, (iii) in any action (except an action to enforce the indemnification rights set forth in this Section 9.2) brought by such person, such person's affiliates or the person of whom he or she is the legal representative or (iv) with respect to a Manager for any matter that such Manager is not exculpated pursuant to Section 9.1. It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability.

(b) The rights granted pursuant to this ARTICLE IX shall be deemed contract rights, and no amendment modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal.

(c) The right to indemnification conferred in this ARTICLE IX shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under ARTICLE IX who was/is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his good faith belief that he has met the standard of conduct necessary for indemnification under ARTICLE IX and a written undertaking,

by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this ARTICLE IX or otherwise.

ARTICLE X
PURCHASE OF MEMBERSHIP INTEREST; DISSOLUTION AND WINDING UP

10.1 Events Requiring the Purchase of Member's Membership Interest.

(a) Each of the following shall be referred to as a "Non-Voluntary Triggering Event": (i) the death of a Member; or (ii) the death of the settlor/grantor of a revocable trust that is a Member. Each of the following shall be referred to as a "Voluntary Triggering Event": (i) the entry of an order for relief under the United States Bankruptcy Code against a Member; or (ii) the entry of an order for relief under the United States Bankruptcy Code against the settlor/grantor of a revocable trust that is a Member. For purposes of this Section 10.1, a Non-Voluntary Triggering Event and/or a Voluntary Triggering Event is sometimes hereinafter referred to as a "Triggering Event."

(b) Upon the occurrence of a Non-Voluntary Triggering Event, the Seller (as defined below) may require that the Company purchase (the "Put") all of the Membership Interest of the Seller for the Non-Voluntary Purchase Price (as defined below) in accordance with this Section 10.1. Upon the occurrence of a Voluntary Triggering Event, the Company shall have an option (the "Option") to purchase all of the Membership Interest of the Seller for the Voluntary Purchase Price (as defined below) in accordance with this Section 10.1.

(c) For purposes of this Section 10.1:

(i) "Seller" shall mean the following: (i) in the case of a Non-Voluntary Triggering Event, (1) the personal representative of the estate of the deceased Member, or (2) in the case of the death of the settlor/grantor of a revocable trust that is a Member, the trustee of such trust; and/or (ii) in the case of a Voluntary Triggering Event, (1) the trustee of the bankruptcy estate of the bankrupt Member, or (2) in the case of the bankruptcy of a settlor/grantor of a revocable trust that is a Member, the trustee of such trust.

(ii) "Non-Voluntary Purchase Price" means an amount equal to the fair market value of the Seller's Membership Interest as of the date of the Triggering Event, excluding discounts for marketability and control.

(iii) "Voluntary Purchase Price" means an amount equal to fifty percent (50%) times the fair market value of the Seller's Membership Interest as of the date of the Triggering Event, excluding discounts for marketability and control.

(d) Upon the occurrence of a Triggering Event, the Company and the Seller shall determine the fair market value of the Seller's Membership Interest as of the date of the Triggering Event, excluding discounts for marketability and control (the "Value"). If the Company and the Seller are unable to agree upon the Value, then, within 90 days of the Triggering Event,

the Company and the Seller shall each appoint a licensed appraiser (the "Appraisers") to determine the Value. The Appraisers shall be required to complete their respective appraisals within 120 days of the Triggering Event. The Value shall be deemed to be the average of the two appraisals. The decision of the Appraisers shall be binding on the Company and the Seller, and the submission by the parties that the Appraisers determine the Value as provided herein shall be considered to be the settlement of a controversy with relation to this Agreement by arbitration under Chapter 50 of the Revised Judicial Act of Michigan (MCLA 600.5001 et seq.) and a judgment of any circuit court may be rendered upon the determination made by the Appraisers pursuant to this Agreement, in accordance with MCLA 600.5001(2).

(e) In the case of a Non-Voluntary Triggering Event, within 30 days after (i) the date on which the Company and the Seller agree to the Value (if the Company and the Seller are able to agree on the Value) or (ii) the Seller's receipt of the last two appraisals (if the Company and the Seller are unable to agree to the Value) (the "Put Election Period"), the Seller shall decide whether it intends to exercise the Put. In order to "Timely and Properly Exercise the Put", the Seller must, within the Put Election Period, give written notice to the Company that it desires to exercise the Put. If the Seller does not Timely and Properly Exercise the Put, then (A) the Seller shall remain the owner of the Seller's Membership Interest, subject to the terms and conditions of this Agreement; (B) the Seller shall no longer have any right to vote with respect to such Membership Interest and the Required Vote shall mean the affirmative vote or consent of those Members holding more than sixty percent (60%) of the Membership Interest with respect to which such Members are entitled to vote; and (C) the fees of the Appraisers (and all other persons employed by them) shall be paid by the Seller. If the Seller does Timely and Properly Exercise the Put (in which case, the Company shall be referred to as the "Buyer"), then (y) such acquisition shall be consummated in accordance with subsections (g) and (h) below; and (z) the fees of the Appraisers (and all other persons employed by them) shall be split between the Company and the Seller.

(f) In the case of a Voluntary Triggering Event:

(i) Within 30 days after (i) the date on which the Company and the Seller agree to the Value (if the Company and the Seller are able to agree on the Value) or (ii) the Company's receipt of the last of the two appraisals (if the Company and the Seller are unable to agree to the Value) (the "Option Election Period"), the Company shall decide whether it intends to exercise the Option. In order to "Timely and Properly Exercise the Option", the Company must, within the Option Election Period, give written notice to the Seller that it desires to exercise the Option. If the Company does not Timely and Properly Exercise the Option, then: (A) each Member (other than the Seller) shall have an option (the "Secondary Option") to purchase all of the Seller's Membership Interest for the Voluntary Purchase Price in accordance with the provisions of this Section 10.1; and (B) the fees of the Appraisers (and all other persons employed by them) shall be paid by the Company. If the Company does Timely and Properly Exercise the Option (in which case, the Company shall be referred to as the "Buyer"), then: (y) such acquisition shall be consummated in accordance with the subsections (g) and (h) below; and (z) the fees of the Appraisers (and all other persons employed by them) shall be split between the Company and the Seller.

(ii) Within 30 days after the failure of the Company to Timely and Properly Exercise the Option (the "Secondary Option Election Period"), each Member (other than the Seller) shall decide whether to exercise the Secondary Option. In order to "Timely and Properly Exercise the Secondary Option," each such Member must, within the Secondary Option Election Period, give written notice to the Seller that he/she/it desires to exercise the Secondary Option. If none of such Members Timely and Properly Exercise the Secondary Option, then (A) the Seller shall remain the owner of the Seller's Membership Interest, subject to the terms and conditions of this Agreement; and (B) the Seller shall no longer have any right to vote with respect to such Membership Interest and the Required Vote shall mean the affirmative vote or consent of those Members holding more than sixty percent (60%) of the Membership Interest with respect to which such Members are entitled to vote. If one or more of such Members do Timely and Properly Exercise the Secondary Option (in which case he, she, it, or they shall be referred to as the "Buyer"), then such acquisition shall be consummated in accordance with subsections (g) and (h) below. If there is more than one Buyer, then each Buyer shall purchase his/her pro rata share of the Seller's Membership Interest and pay his/her pro rata share of the Voluntary Purchase Price based upon each Buyer's respective Membership Interest.

(g) The Buyer shall pay the Voluntary Purchase Price or Non-Voluntary Purchase Price, as the case may be, as follows: 25% of the Voluntary Purchase Price or Non-Voluntary Purchase Price, as the case may be, shall be paid to the Seller at the Closing (as defined below) and the remaining balance shall be paid in four (4) equal annual installments on the anniversary of the Closing (except as to the last payment which may be for a lesser remaining balance). This obligation shall be evidenced by a promissory note (the "Note") which shall bear interest at the Applicable Federal Rate as defined below. The "Applicable Federal Rate" shall be the Federal short-term rate in effect under section 1274(d) of the Code, for the period for which the amount of the foregoing interest is being determined, compounded semiannually. Any accrued interest shall be payable along with the annual installment of principal. The Note shall provide that in the event of default in payment of principal or interest, the entire indebtedness shall become due and payable immediately. The Buyer shall have the right to prepay the amount due at any time with interest computed only to the date of payment. If the maker of the Note is not the Company, then the Note shall be secured by a security interest in the Membership Interest owned by the Buyer which shall be evidenced by a security agreement and UCC financing statement executed by the Buyer in favor of the Seller.

(h) The Closing shall be at 10:00 a.m., on the 90th day after the determination of the Value, at the Company's registered office (as designated in the Articles) or such other date and place as the Buyer and the Seller shall agree upon. At the Closing, the Seller shall tender to the Buyer an assignment representing the transfer of all of the Seller's Membership Interest, in form suitable for transfer to the Buyer.

(i) If the Company is the Buyer pursuant to this Section 10.1, then so long as an outstanding balance remains under the Note, the Company shall not make any distributions or other payments to the Members on account of their Membership Interest, except for Mandatory Distributions.

(j) If a Member or Members is the Buyer pursuant to this Section 10.1, then so long as an outstanding balance remains under the Note, the Company shall not make any distributions or other payments to the Buyer on account of his/her/its/their Membership Interest (except for Mandatory Distributions); rather, all distributions or other payments, other than Mandatory Distributions, that would be made to the Buyer shall be made to the Seller and applied against the Note until the outstanding balance under the Note is paid in full.

(k) During the period in which a Put or Option, as the case may be, under this Section 10.1 exists, the Seller shall not have any vote with respect to the Seller's Membership Interest, if any, and the Required Vote shall mean the affirmative vote or consent of those Members holding more than sixty percent (60%) of the Membership Interest with respect to which such Members are entitled to vote.

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

10.3 Winding Up. Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations and then to Members and former Members first, in satisfaction of liabilities for distributions and then, in accordance with their Membership Interests. Such proceeds shall be paid to the Members within 90 days after the date of winding up.

ARTICLE XI **FISCAL YEAR ACCOUNTING**

The fiscal year of the Company shall begin on the first day of January and end on the last day of December in each year. The particular accounting methods and principles to be followed by the Company shall be generally accepted accounting principles applied on a consistent basis.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

12.1 Other Investments. The Members recognize that each Member has interests in other investments and businesses not related to the Company, and that each Member shall be permitted to continue to participate in such other investments and businesses, notwithstanding his/her ownership of a Membership Interest in the Company. Neither the Company nor any Member shall have any right by virtue of this Agreement in and to such independent investment or businesses or to income or profits derived therefrom.

12.2 Signatures. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same document. For purposes of this Agreement, a signature or signatures delivered via facsimile or e-mail (in portable

document format) shall be deemed to be an original signature or signatures when attached to this Agreement or to any other document or notice provided for in this Agreement.

12.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

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

12.5 Amendment to Articles. The Articles may be amended at any time by a written agreement signed by all the Members. No change or modification to the Articles shall be valid unless in writing and signed by all of the Members.

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

12.7 Governing Law. This Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

12.8 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

12.9 Attorney's Conflict Note. EACH MEMBER SPECIFICALLY ACKNOWLEDGES FOR THAT MEMBER AND ANY PARTY CLAIMING BY OR THROUGH THAT MEMBER THAT SUCH MEMBER HAS BEEN ADVISED THAT A CONFLICT OF INTEREST MAY EXIST BETWEEN THAT MEMBER AND THE COMPANY AND/OR THE OTHER MEMBERS, AND THAT SUCH MEMBER HAS BEEN ADVISED TO AND GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THE ECONOMIC, LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT, AND THE OPPORTUNITY TO HAVE ALL OF SUCH MEMBER'S QUESTIONS ANSWERED, PRIOR TO EXECUTING THIS AGREEMENT. EACH MEMBER FURTHER ACKNOWLEDGES THAT JACOB & WEINGARTEN, P.C. DRAFTED THIS AGREEMENT TO ACCOMMODATE THE PARTIES AND AS COUNSEL TO VICTOR L. ANSARA, VICTOR'S TRUST AND THE COMPANY. JACOB & WEINGARTEN, P.C. HAS RECOMMENDED TO EACH MEMBER THAT SUCH MEMBER SEEK THE ADVICE OF AN INDEPENDENT ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT AND EACH MEMBER HEREBY SPECIFICALLY ACKNOWLEDGES THAT SUCH MEMBER UNDERSTANDS THAT JACOB & WEINGARTEN, P.C. IS ONLY REPRESENTING VICTOR L. ANSARA AND THE COMPANY AND IS NOT REPRESENTING ANY MEMBER OTHER THAN VICTOR L. ANSARA AND VICTOR'S TRUST WITH

RESPECT TO THIS AGREEMENT AND FURTHER UNDERSTANDS THE PURPOSE OF THIS NOTICE AND THE RECOMMENDATION RECEIVED.

(signatures on next page)

INTENDING TO BE LEGALLY BOUND, the parties hereto make and execute this Agreement as of the date and year first written above.

COMPANY:

MOTOR CITY JAM LLC,
a Michigan limited liability company

By: _____
Anthony R. Ansara, Manager

MEMBERS:

**THE VICTOR L. ANSARA LIVING
TRUST U/A/D MAY 3, 1989, AS
AMENDED AND RESTATED**

By: _____
Victor L. Ansara
Its: Trustee

MICHAEL A. ANSARA

ANTHONY R. ANSARA

VICTOR L. ANSARA, JR.

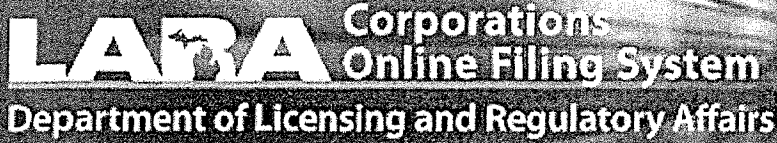
NICOLAS L. E. ANSARA

EXHIBIT A

MEMBERSHIP INTERESTS OF THE MEMBERS

| <u>MEMBERS:</u> | <u>MEMBERSHIP INTEREST:</u> |
|------------------------------------|--|
| Michael A. Ansara | 25% |
| Anthony R. Ansara | 25% |
| Victor L. Ansara, Jr..... | 25% |
| Victor L. Ansara, as Trustee | 15% |
| Nicolas L. E. Ansara | 10% |
| TOTAL: | 100.00% |

TAB 5



Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

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:

CURIS JAM LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

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

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: DANIEL E. CURIS, JR.
- 2. Street Address: 20710 MACK AVENUE
Apt/Suite/Other:
City: GROSSE POINTE WOODS
State: MI Zip Code: 48236

3. Registered Office Mailing Address:

- P.O. Box or Street Address: 20701 MACK AVENUE
Apt/Suite/Other:
City: GROSSE POINTE WOODS
State: MI Zip Code: 48236

Article V

(Insert any desired additional provision authorized by the Act.)

ARTICLE V - MANAGEMENT

CURIS JAM LLC, A MICHIGAN LIMITED LIABILITY COMPANY (THE "COMPANY"), SHALL BE MANAGED BY ITS MANAGER(S). A MANAGER OF THE COMPANY SHALL NOT BE PERSONALLY LIABLE TO THE COMPANY OR ITS MEMBERS FOR MONETARY DAMAGES FOR A BREACH OF ANY OF THE MANAGER'S DUTIES ESTABLISHED UNDER SECTION 404 OF THE ACT, PROVIDED THAT THE FOREGOING PROVISION SHALL NOT LIMIT A MANAGER'S LIABILITY FOR:

- (A) THE RECEIPT OF A FINANCIAL BENEFIT TO WHICH THE MANAGER IS NOT ENTITLED.
- (B) LIABILITY UNDER SECTION 308 OF THE ACT.
- (C) A KNOWING VIOLATION OF LAW.
- (D) AN ACT OR OMISSION OCCURRING BEFORE THE DATE WHEN THE PROVISION BECOMES EFFECTIVE.

ON BY THE COMPANY FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MANAGERS, THEN THE LIABILITY OF A MANAGER OF THE COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE ACT, AS SO AMENDED.

ANY REPEAL OR MODIFICATION OF THIS ARTICLE V; SHALL NOT ADVERSELY AFFECT ANY RIGHT OR PROTECTION OR A MANAGER OF THE COMPANY EXISTING AT THE TIME OF SUCH REPEAL OR MODIFICATION.

Signed this 4th Day of June, 2024 by the organizer(s):

| Signature | Title | Title "Other" was selected |
|----------------------|-----------|----------------------------|
| Daniel E. Curis, Jr. | Organizer | |

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

CURIS JAM LLC

ID Number: 803227199

received by electronic transmission on June 04, 2024 *, is hereby endorsed.*

Filed on June 04, 2024 *, 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 4th day of June, 2024.

Linda Clegg

*Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau*

OPERATING AGREEMENT

OF

CURIS JAM LLC

The membership interests in this limited liability company have not been registered under the Securities Act of 1933, as amended (the “Federal Act”), the Michigan Uniform Securities Act, as amended (the “Michigan Act”), or the securities laws of any other state, or the securities law of any state, and may not be sold, transferred or assigned without compliance with the registration provisions of the Federal Securities Act of 1933 and applicable state securities laws, or applicable exemptions therefrom. The sale, transfer or assignment of such membership interests is further subject to the restrictions contained in this Operating Agreement.

OPERATING AGREEMENT FOR
CURIS JAM LLC
A Michigan Limited Liability Company

This Operating Agreement (“Operating Agreement”) is made and adopted effective as of June 4, 2024, among Curis Jam LLC, a Michigan limited liability company (the “Company”), the persons executing this Operating Agreement as members of the Company, and all of those who shall later be admitted as members (individually, a “Member,” and collectively, the “Members”) who agree as follows:

ARTICLE I
ORGANIZATION

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

1.2 Name. The name of the Company is Curis Jam LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

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

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

1.6 Defined Terms. Capitalized terms defined in this Operating Agreement shall have the meaning, as applicable, ascribed to such term, respectively, herein. Without limitation, the following terms are defined in this Operating Agreement:

- a. “Act” is defined in Section 1.1.
- b. “Articles” is defined in Section 1.1.
- c. “Company” is defined in the first paragraph above.
- d. “Manager” and “Managers” are defined in Section 7.1.
- e. “Member” and “Members” are defined in the first paragraph above.
- f. “Partnership Representative” is defined in Section 2.4.
- g. “Percentage Interest” is defined in Section 3.1.
- h. “Permitted Transfer” is defined in Section 5.2.
- i. “Shares” is defined in Section 3.1.

1.7 Intention for Company. The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company is not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No

Member or Manager shall be construed to be a partner in the Company or a partner of any other Member, Manager, or person, and the Articles, this Operating Agreement, and the relationships created by and arising from them shall not be construed to suggest otherwise.

ARTICLE II BOOKS, RECORDS, AND ACCOUNTING

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

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

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

2.4 Partnership Representative. Daniel E. Curis, Jr. is hereby designated as the "Partnership Representative" for the Company, as such term is defined by IRC Section 6223, as amended by the Bi-Partisan Budget Act of 2015, as may be modified by subsequent legislation or administrative rulings (the "BBA"), with the full power and authority to act as such for the Company, and all of the rights and responsibilities of that position as described in the BBA. Daniel E. Curis, Jr. shall remain the Partnership Representative of the Company until his death, permanent disability, resignation or removal by a majority vote of the Members, at which time, the Members shall designate the successor Partnership Representative. In the event the Partnership Representative resigns or is removed, he shall immediately notify the IRS of same in writing. Notwithstanding the foregoing, the duty of the Partnership Representative to keep each Member informed of administrative and judicial proceedings involving tax issues related to the Company, its property or its business shall be limited to a duty to inform each Member of the beginning, completion, and results of such proceedings. The Partnership Representative (and the Shares/membership interest of the Partnership Representative, if any) shall be free from all claims by the Company or the other Members by reason of any act performed in good faith and without intentional misconduct, gross negligence or self-dealing, for or on behalf of the Company and the Members as the Partnership Representative. The Company shall indemnify, defend and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon the Partnership Representative by reason of any act performed in good faith and without intentional misconduct, gross negligence or self-dealing, for or on behalf of the Company as Partnership Representative. The Partnership Representative shall follow the rules and regulations of the Internal Revenue Service and rely upon the advice of the Company's certified public accountant.

2.5 Corporate Transparency Act; Beneficial Ownership Information. Upon request, each Member shall provide the Managers with comprehensive and accurate information and documentation regarding their: (a) direct and indirect "Ownership Interests" in the Company, as defined in the U.S. Corporate Transparency Act and implementing regulations (the "CTA"), whether or not such Ownership Interests are documented in writing, and, (b) with respect to any Member that is not an individual, its own ownership and management structure as to enable the Company: (i) to identify each individual who is a "Beneficial Owner" of the Company, as defined in the CTA; and (ii) to comply in a timely manner with the Company's beneficial

ownership information reporting obligations under the CTA. Any change in information or documentation previously provided to the Company by such Member with respect to the CTA, shall be notified to the Company by such Member promptly and in any event within fifteen (15) days of such change. The Members authorize the Managers to use such information and documentation to prepare and file the required reports regarding the Company's "Beneficial Owners", including those individuals exercising "Substantial Control" over the Company, as set forth in the CTA, with the U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) unit. Any Member that fails to comply with the information reporting requirements of this Section shall be liable to the Company and the other Members for any liability, cost, or expense that results to the Company, or the other Members, due to such failure.

ARTICLE III
CAPITAL CONTRIBUTIONS, MEMBERSHIP SHARES,
AND CAPITAL ACCOUNTS

3.1 Capital Contributions and Membership Interests/Shares. By executing this Operating Agreement, the Members agree to make the initial capital contributions set forth in the attached Exhibit A. Each Member owns a membership interest in the Company, represented by the Member's Shares in the Company set forth in Exhibit A ("Shares"). The total number of Shares outstanding held by the initial Members, respectively, is shown in Exhibit A. Any additional Member (other than an assignee of a Member's Shares who has been admitted as a Member in accordance with the terms of this Operating Agreement) shall make the capital contribution required in a written agreement with the Company and the other Members concerning the additional Member's admission as a Member. Each Member's "Percentage Interest" is a fraction, the numerator of which is the number of Shares the Member owns, and the denominator of which is the total number of Shares outstanding. Each Member's Percentage Interest is subject to adjustment as provided in this Operating Agreement. Anything contained herein to the contrary notwithstanding, the Company may not sell or issue any additional Shares without the prior written consent of all of the Members.

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

3.3 Failure to Contribute. If any Member fails to make a capital contribution when required, and if such failure is not cured within fifteen (15) days of written notice by the Manager to the defaulting Member that such failure exists, then the remaining Members may elect to contribute the required capital themselves, according to their respective Percentage Interests. The Members who make such contributions shall be entitled to treat these amounts as an extension of credit to the defaulting Member, payable on demand, with interest accruing on the extension at the rate of ten percent (10%) per annum until paid. This extension of credit shall be secured by the defaulting Member's interest in the Company.

3.4 Loans. The Company may borrow money for Company purposes from any source, including any Member, as determined by the Managers, provided that such loan is not prohibited by any applicable law or regulation and is approved as required under Article 6 of this Operating Agreement. Any money borrowed from a Member shall not constitute a capital contribution to the Company, but shall constitute debt of the Company. Any loan from a Member to the Company shall bear interest at a rate per annum which will not exceed the prime rate as in effect from time to time as published in The Wall Street Journal (or, if more than one rate is published, the highest of such rates) plus two (2) percentage points.

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

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

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

3.6 Withdrawal Prohibited; Return of Capital Contributions. The Members agree not to withdraw, and they waive any right of withdrawal and any right to receive any payment or distribution on withdrawal provided for under the Act, including without limitation the right to receive "fair value" of the Member's Shares/membership interest within the meaning of Section 305 of the Act. No Member shall have the right to withdraw such Member's capital contributions or to demand or receive the return of such Member's capital contributions or any part thereof or receive any distributions from the Company, except to the extent otherwise expressly provided in this Operating Agreement. No interest shall be paid by the Company on any capital contributions to the Company.

3.7 Setoff. Each Member and Manager agrees and acknowledges that if any amount is or becomes payable by such Member and/or Manager to the Company, the Company shall have the option to elect to reduce, on a dollar-for-dollar basis, any amount due or payable to the debtor Member/Manager under this Operating Agreement or otherwise, by any such amount due or payable by the debtor Member/Manager to the Company. This elective right of setoff shall be cumulative and in addition to any and all additional remedies to which the Company may be entitled at law or equity.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

4.2 Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704.2, but may not be consistent with the manner in which the Members intend to share the economic benefits of the Company. To ensure that Members' economic arrangements are not distorted, the Managers shall have sole discretion to request a waiver of the minimum gain chargeback and member nonrecourse debt minimum gain chargeback rules, pursuant to Treasury Regulations Sections 1.704-2(f)(4) and 1.704-2(i)(4), respectively. In addition, the Managers are authorized to divide allocations of Profits, Losses, and other items not subject to Section 4.1 hereof among the Members so as to prevent the allocations in Section 4.1 hereof from distorting the manner in which Company distributions would be divided among the Members pursuant to this Article 4 but for application of Section 4.1 hereof. The Managers will have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the Treasury Regulations.

4.3 Distributions. Distributions to the Members may be made from time to time in such amounts or forms as shall be determined by the Manage(s). Distributions may be made only after the determination is made by the Manager(s), exercising reasonable judgment, that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any). All distributions shall be made to the Members in accordance with each Member's respective Percentage Interest. Distributions shall be in cash or property, or both. No distribution shall be declared or made if, after giving it effect, (a) the Company would not be able to pay its debts as they became due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

ARTICLE V
DISPOSITION OF MEMBERSHIP INTERESTS

5.1 Restrictions on Transfer.

- (a) Except in the case of a Permitted Transfer, the assignment of a Member's Shares/membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to.
- (b) Except as expressly permitted or required by this Operating Agreement, no Member shall voluntarily or involuntarily transfer (including, without limitation, by the grant or attachment of a lien or encumbrance of any nature) all or any portion of such Member's Shares/membership interest in the Company or any rights therein without the unanimous written consent of all the Members (the transfer of a controlling interest in a Member that is a corporation, partnership, limited liability company or other entity shall be deemed to be an assignment of that Member's Shares/membership interest in the Company and shall be governed by the terms of this Section 5.1). Any transfer or attempted transfer by any Member in violation of the preceding sentence shall be null and void and of no force or effect whatsoever. Each Member hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Operating Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, liabilities for income taxes and costs of enforcing this indemnity) incurred by any of such indemnified Members as a result of a transfer or an attempted transfer in violation of this Operating Agreement.

5.2 Permitted Transfers. Subject to the provisions of this Article, a Member may assign that Member's Shares/membership interest in the Company in whole or in part (either by lifetime assignment or by testamentary disposition) (referred to herein as a "Permitted Transfer") to:

- (a) Any person who is the spouse, ancestor, descendant or spouse of a descendant of the transferor at the time of such assignment; and,
- (b) Trusts for the benefit of the member or any person included in Subsection 5.2.a above; *provided*, however, that the trustee or trustees shall be a member or members of the assignor's immediate family.

In the case of a Permitted Transfer, upon the assignee providing the Company with a written acknowledgment that the assignee agrees to be bound by and to hold such membership interest subject to the terms and conditions of this Operating Agreement, the assignee shall become a substitute Member and shall have, to the extent assigned, all of the rights and powers (including the right to vote and participate in the affairs and management of the Company), and shall be subject to all of the restrictions and liabilities, of the assigning Member. The assigning Member shall not be relieved of any of its unperformed obligations to the Company.

5.3 Admission of Substitute Members. An assignee of a Member's Shares/membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only if: (a) the other then-existing Members unanimously consent in writing; and (b) the assignee enters into a written Admission Agreement in which the assignee agrees to provide the Company with the information and

agreements which the Members may then require. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions and liabilities of a Member.

5.4 Transfer Election. In the case of the transfer of a Member's Shares/membership interest in the Company to another individual or entity that becomes a Member pursuant to any of the provisions hereof, the Company shall, if requested in writing by such transferee member, file the election specified by Section 754 of the Internal Revenue Code of 1954, as amended, or any corresponding section of any future federal Internal Revenue law.

ARTICLE VI VOTING OF MEMBERS

6.1 Voting. All Members shall be entitled to vote, according to their respective Shares, on any matter submitted to a vote of the Members. The Members shall have the right to vote on all of the following: (a) amending or restating the Articles of Organization or this Agreement; (b) borrowing money or incurring liabilities or other obligations on behalf of the Company in excess of \$10,000; (c) the sale, exchange, lease, or other transfer of the Company's assets; (d) any mortgage, grant of security interest, pledge, or encumbrance on the assets and property of the Company; (e) any act which would affect the tax treatment of the Company as a partnership; (f) admitting one or more new Members or issuing any additional membership interests in the Company, unless all Members have been offered to buy said additional membership interest in proportion to their current membership interest; (g) any act which specifically requires such consent of the Members as set forth herein or in the Act; (h) consolidate or merge with or into any other entity; (i) dissolve or liquidate, in whole or in part (each, a "Material Decision" and collectively, the "Material Decisions").

6.2 Required Vote. Unless a greater vote is expressly required by another provision of this Operating Agreement or required by the Act or the Articles, the affirmative vote of a majority (i.e., at least fifty-one percent (51%)) of the Shares of all the Members entitled to vote on such matter is required ("Required Vote").

6.3 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date, and place that the Members shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the holders of at least ten percent (10%) of the total number of outstanding Shares of all Members entitled to vote. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date. All meetings of Members shall be presided over by a Chairperson, designated by the Members from among themselves.

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

6.5 Proxies. A Member entitled to vote at a meeting of the Members, or to express consent or dissent to proposed action to be taken without a meeting, may authorize another person to act for him or her by proxy. A proxy shall be signed by the Member or his or her authorized agent or representative, and shall not be valid after the expiration of six months from its date of execution unless otherwise provided in the proxy.

ARTICLE VII MANAGEMENT

7.1 Management of Business. The Company shall be managed by no fewer than one and no more than two persons (each a “Manager” and collectively, “Managers”), who shall be designated by agreement or resolution of the Members. A Manager may, but need not, be a Member. The Members, by majority vote, shall determine the number of Managers and the Managers’ terms, compensation and benefits, if any. The Managers shall serve at the will and pleasure of the Members, and any Manager(s) may be removed at any time, without cause, by the Members by vote of the majority of the Shares of all the Members. The Members agree that the initial number of Managers shall be two (2) and the initial Managers of the Company shall be Daniel E. Curis, Sr. and Daniel E. Curis, Jr., who shall remain the Managers of the Company until their death, permanent disability, resignation or removal, at which time, the Members shall designate the successor Manager(s) (unless the Members determine to reduce the number of authorized Managers). Each Manager shall be subject to the terms and conditions of this Operating Agreement except to the extent contrary by law.

7.2 General Powers of Managers. Except for decisions reserved to the Members as otherwise provided in this Operating Agreement, any and all decisions concerning the business and affairs of the Company shall be made by the Managers without any need for separate approval of the Members. Each and any Manager shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the Company’s business and affairs, including, without limitation, the power and authority to (a) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (b) borrow money and incur liabilities and other obligations up to \$10,000; (c) enter into any and all agreements and execute any and all contracts, documents, and instruments; (d) engage employees and agents and define their respective duties and compensation; (e) obtain insurance covering the business and affairs of the Company and its property, and on the lives and well-being of its Members, employees, and agents; and (f) begin, prosecute, or defend any proceeding in the Company’s name. Subject to Section 6.1 above and Section 7.3 below, the Members shall be entitled to grant the Managers (or any one or more of them) such additional or particular powers and authority as the Members may authorize by Required Vote of the Members from time to time.

7.3 Limitations. Anything contained in this Operating Agreement to the contrary notwithstanding, no act shall be taken, sum expended, decision made, obligation incurred, or power exercised by any Manager on behalf of the Company with respect to any Material Decision, except as may be approved by the Members as provided in Section 6.2 above.

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

7.5 Intention for Company and Understanding of the Members and Manager. Each Manager shall devote only such time to the business and affairs of the Company as may be necessary and appropriate to carry out the Manager’s duties under this Operating Agreement. Insofar as may be permitted by applicable law, any of the Members or Manager and any affiliate may engage in or possess an interest in other business ventures of every nature or description, independently or with others, whether or not such other business ventures compete with the business of the Company, and neither the Company nor any of the Members or Manager shall have any right by virtue of this Operating Agreement in and to such independent ventures or to the income

or profits derived therefrom. Neither this Operating Agreement, nor any activity undertaken pursuant hereto, shall prevent any Member or Manager from acting as aforesaid or require any Member or Manager to permit the Company or any Member or Manager to participate in any such business.

7.6 Reimbursement. Members shall be entitled to reimbursement from the Company of all expenses of the Company reasonably incurred and paid for by such Member on behalf of the Company.

ARTICLE VIII EXCULPATION OF LIABILITY; INDEMNIFICATION

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

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

ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Continuity of Life -- Continuation of Company after Disassociation. Notwithstanding the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company, the Company's business and affairs shall continue and shall not be dissolved or terminated, pursuant to and in accordance with the Act. If a Member who is an individual dies, or a court of competent jurisdiction judges a Member to be incompetent to manage his or her person or property, that Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering his or

her property, including giving the consent required by this Operating Agreement or the Act for an heir, trustee, or successor to be admitted as a substitute Member.

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

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

ARTICLE X MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

This Operating Agreement is made and adopted by the Company and its Members as of the day and year listed on the first page of this Operating Agreement.

THE COMPANY:

CURIS JAM LLC,
a Michigan limited liability company

By: _____
Daniel E. Curis, Sr., Manager

By: _____
Daniel E. Curis, Jr., Manager

MEMBERS:

DANIEL E. CURIS, SR.

DANIEL E. CURIS, JR.

EXHIBIT A

| <i>Member</i> | <i>Initial Capital Contribution</i> | <i>Shares (Percentage Interest)</i> |
|----------------------|---|-------------------------------------|
| DANIEL E. CURIS, SR. | \$550.00 | 55 (55%) |
| DANIEL E. CURIS, JR. | \$450.00 | 45 (45%) |
| <hr/> | | |
| | Total: \$1,000.00 | 100 (100%) |

TAB 6

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BUSCEMI HOLDINGS, LLC", CHANGING ITS NAME FROM "BUSCEMI HOLDINGS, LLC" TO "ZGR HOLDINGS, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF OCTOBER, A.D. 2019, AT 5:43 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

7016075 8100
SR# 20197826252

Authentication: 203906378
Date: 10-31-19

You may verify this certificate online at corp.delaware.gov/authver.shtml


STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Buscemi Holdings, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be changed to: ZGR Holdings, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 30th day of October, A.D. 2019.

By: 
Authorized Person(s)

Name: Bret Seltzer
Print or Type

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BUSCEMI HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FOURTEENTH DAY OF AUGUST, A.D. 2018, AT 4:40 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SWEAT440 HOLDINGS, LLC" TO "BUSCEMI HOLDINGS, LLC", FILED THE FOURTH DAY OF OCTOBER, A.D. 2018, AT 3:33 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BUSCEMI HOLDINGS, LLC".




Jeffrey W. Bullock, Secretary of State

7016075 8100H
SR# 20187104000

Authentication: 203598056
Date: 10-12-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Sweat440 Holdings, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Dr. (street),
in the City of Wilmington, Zip Code 19808. The
name of the Registered Agent at such address upon whom process against this limited
liability company may be served is Corporation Service Company

By: 
Authorized Person

Name: Bret Seltzer
Print or Type

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Sweat440 Holdings, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be changed to: Buscemi Holdings, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 4th day of October, A.D. 2018.

By: 

Authorized Person(s)

Name: Bret Seltzer

Print or Type

**OPERATING AGREEMENT
OF
ZGROWTH ACQUISITIONS 3, LLC**

Dated as of November 30, 2018

**OPERATING AGREEMENT
OF
ZGROWTH ACQUISITIONS 3, LLC**

THIS OPERATING AGREEMENT (the “Agreement”) is made and entered into as of the 30th day of November, 2018, by and between **ZGrowth Capital Fund, LP**, the sole member (the “Member”), and **ZGrowth Acquisitions 3, LLC**, a Delaware limited liability company (the “Company”).

1. Formation. The Member has formed a Delaware limited liability company under the name “ZGrowth Acquisitions 3, LLC” pursuant to the Delaware Limited Liability Company Act (the “Act”), effective upon the filing of the Articles of Organization (the “Articles”) for the Company.

2. Principal Office and Place of Business. The principal office and place of business (the “Principal Office”) of the Company shall be 2711 Centerville Rd, Suite 400, Wilmington, Delaware 19808, or such other place as the Member from time to time shall determine.

3. Agent for Service of Process. The agent for service of process for the Company shall be Corporation Service Company, at 2711 Centerville Rd, Suite 400, Wilmington, Delaware 19808.

4. Purpose. The Company shall have the power to pursue any and all activities necessary, appropriate, proper, advisable, incidental to, or convenient for the furtherance and accomplishment of such purposes as are determined from time to time by the Member that are permissible under the Act.

5. Term. The term of the Company shall commence on the filing date of the Articles and shall continue until dissolved.

6. Capital Contributions. The Member may make capital contributions to the Company in such amounts and at such times as the Member shall determine in the Member’s sole discretion.

7. Distributions of Available Cash Flow. Distributions of available cash flow shall be made in such amounts and at such times as the Member shall determine in the Member’s sole discretion.

8. Management. The Member shall have full, exclusive, and complete power to manage and control the business and affairs of the Company, and the decisions and acts of the Member shall bind the Company. The Member shall have all of the rights and powers provided to a member of a member-managed limited liability company by law, including the power and authority to execute instruments and documents, to mortgage or dispose of any real property held in the name of the Company, and to take any other actions on behalf of the Company, whether or not such actions are for carrying on the business of the Company in its usual way.

9. Officers. The Member may appoint officers, from time to time, with such other titles as it may select, including the titles of Chairman, Chief Executive Officer, President, Vice President, Treasurer, and Secretary, to act on behalf of the Company. An officer shall have such power and authority as the Member may delegate to any such person.

10. Banking Resolution. The Member shall open all banking accounts as it deems necessary and enter into any deposit agreements as are required by the financial institution at which such accounts are opened. The Member and such other persons or entities designated in writing by the Member shall have signing authority with respect to such bank accounts. Funds deposited into such accounts shall be used only for the business of the Company.

11. Indemnification of the Member. The Company, its receiver or trustee shall indemnify, defend and hold harmless the Member and its Affiliates (each, an "Actor"), to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Actor in connection with the business of the Company, including without limitation, attorneys' fees and costs incurred by the Actor in settlement or defense of such claims. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless for claims based upon acts or omissions in breach of this Agreement or which constitute fraud, gross negligence, or willful misconduct. Amounts incurred by an Actor in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company. "Affiliate" means a person or entity who, with respect to the Member: (a) directly or indirectly controls, is controlled by or is under common control with the Member; (b) owns or controls 10 percent or more of the outstanding voting securities of the Member; (c) is an officer, director, shareholder, partner, or member of the Member; or (d) if the Member is an officer, director, shareholder, partner, or member of any entity, the entity for which the Member acts in any such capacity.

12. Liability. No Actor shall be personally liable, responsible, or accountable in damages or otherwise to the Company for any act or omission performed or omitted by such Actor in connection with the Company or its business. The Member's liability for the debts and obligations of the Company shall be limited as set forth in the Act and other applicable law.

13. Reimbursable Expenses. The Company will reimburse the Member for all actual out-of-pocket third-party expenses incurred in connection with the carrying out of the duties set forth in this Agreement.

14. Records. The Member shall keep or cause to be kept at the Principal Office of the Company the following: (a) a written record of the full name and business, residence, or mailing address of the Member; (b) a copy of the initial Articles of Organization and all amendments thereto; (c) copies of all written operating agreements and all amendments to such agreements, including any prior written operating agreements no longer in effect; (d) copies of any written and signed promises by the Member to make capital contributions to the Company; (e) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years; (f) copies of any prepared financial statements of the Company for the three most recent years; and (g) minutes of every meeting as well as any written consents or actions taken without a meeting.

15. Dissolution. The Company shall be dissolved upon the election of the Member. A Withdrawal Event with respect to the Member shall not dissolve the Company, unless any assignees of the Member's interest do not elect to continue the Company and admit a member within 90 days of such Withdrawal Event. "Withdrawal Event" shall mean those events and circumstances set forth in the Act.

16. Liquidation. Upon dissolution of the Company, it shall be wound up and liquidated as rapidly as business circumstances permit, the Member shall act as the liquidating trustee, and the assets of the Company shall be liquidated and the proceeds thereof shall be paid (to the extent permitted by applicable law) in the following order: (a) first, to creditors, including the Member if it is a creditor, in the order and priority required by applicable law; (b) second, to a reserve for contingent liabilities to be distributed at the time and in the manner as the liquidating trustee determines in its sole discretion; and (c) third, to the Member.

17. Articles of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed, Articles of Termination shall be executed and filed by the liquidating trustee with the Delaware Division of Corporations as required by the Act.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to any conflicts of laws principles to the contrary.

19. Severability. If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

20. Binding Effect. Except as otherwise provided herein, this Agreement shall inure to benefit of and be binding upon the Member and its respective successors and assigns.

21. Titles and Captions. All article, section, and paragraph titles and captions contained in this Agreement are for convenience only and are not a part of the context hereof.

22. Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the appropriate person may require.

23. No Third Party Rights. This Agreement is intended to create enforceable rights between the parties hereto only, and creates no rights in, or obligations to, any other persons.

24. Amendments. This Agreement may not be amended except by a written document executed by the Member and the Company.

25. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

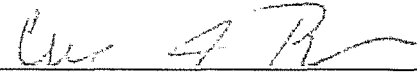
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

COMPANY:

ZGrowth Acquisitions 3, LLC,
a Delaware limited liability company


By: ZGrowth Capital Fund, LP

Its: Sole Member

By: 
C. Javier Parraga, Managing Member

MEMBER:

ZGrowth Capital Fund, LP

By: 
C. Javier Parraga, Managing Member

TAB 7

Lease Agreement

THIS LEASE AGREEMENT (this "**Lease**") is made as of the ____ day of _____, 2024 between BB234, LLC, a Michigan limited liability company having its principal office at 1068 Hollywood Street, Grosse Pointe Woods, Michigan 48236 ("**Landlord**"), and Daily Jam GP, LLC, a Michigan limited liability company having its principal office at 23925 Industrial Park Drive, Farmington Hills, Michigan 48335 ("**Tenant**").

WITNESSETH:

Subject to the terms, provisions and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord, the one-story restaurant building (the "**Premises**"), which Premises (i) is shown on the plan attached hereto as Exhibit A and made a part hereof, (ii) contains approximately 5,503 square feet, and (iii) is located on the property commonly known as 20710 Mack Ave, Grosse Pointe, Michigan 48236 (the "**Property**").

In consideration of the mutual covenants and agreements contained herein, the parties agree to the following terms and conditions:

1. **Term.**

(a) **Term.** The term of this Lease (the "**Term**") shall commence on _____, _____, 2024 (the "**Commencement Date**") and expire on the last day of the full month on which the 10th anniversary of the Commencement Date occurs (the "**Expiration Date**"), unless sooner terminated. If the Expiration Date falls on a Sunday or legal holiday, the Expiration Date shall be the date immediately preceding the day that is a Sunday or legal holiday.

(b) **Lease Year.** "**Lease Year**" means each consecutive 12-month period during the Term of this Lease, with the first Lease Year commencing on the Commencement Date; provided, however, if the Commencement Date occurs on a day other than on the first day of a calendar month, the first Lease Year shall be that partial month plus the first full 12 months thereafter. Each succeeding Lease Year shall begin on the anniversary of the first Lease Year.

2. **Fixed Rent.**

(a) **Fixed Rent Schedule.** Tenant shall pay rent (the "**Fixed Rent**") in accordance with the following Fixed Rent Schedule:

| Period | Annual Fixed Rent | 13-Period Installment |
|-----------------|-------------------|-----------------------|
| Lease Year 1-5 | \$ 84,000.00 | \$ 6,461.54 |
| Lease Year 6-10 | \$ 92,400.00 | \$ 7,107.69 |

(b) **Payment of Fixed Rent.** Tenant shall pay its annual Fixed Rent to Landlord in 13 quad-weekly increments with the initial Fixed Rent payment due on the Commencement Date and each subsequent Fixed Rent payment delivered exactly every 4 weeks thereafter (each 4 week period individually a "**Payment Period**"). Fixed Rent shall be paid to Landlord in lawful money of the United States in advance and without notice at Landlord's address for notice as set forth in this Lease or at such other place as Landlord may designate from time to time by written notice to Tenant. Tenant shall deduct no sums from Fixed Rent for any reason whatsoever unless permitted by law or unless Landlord consents thereto in writing.

3. **Additional Rent.** In addition to Fixed Rent, Tenant shall pay as "**Additional Rent**" the amounts determined pursuant to the terms of this Section 3. Additional Rent shall be payable in the same manner, time and place as Fixed Rent and without any setoff or deduction whatsoever, unless otherwise expressly provided for in this Lease. Tenant's obligation to pay Additional Rent shall survive the expiration or sooner termination of this Lease. Additional Rent and Fixed Rent are sometimes hereinafter collectively referred to in this Lease as "**Rent**".

(a) **Percentage Rent.** Tenant covenants and agrees to pay Landlord, as Additional Rent hereunder, five percent of annual net sales in excess of the below listed breakpoints for the stated Lease Years ("**Percentage Rent**"). Percentage Rent shall be paid on a quad-weekly basis at the same time and manner as Fixed Rent as defined in Section 2(b) herein. Percentage Rent calculations shall be audited on an annual basis and any adjustment shall be made accordingly at the conclusion of such audit. Notwithstanding anything in this Lease to the contrary, Tenant's payment of Percentage Rent may be delayed for a period not to exceed 7 days to allow for collection of sales information and rent calculation.

| Period | Annual Percentage Rent Breakpoint | Quad-Weekly Percentage Rent Breakpoint |
|-----------------|-----------------------------------|--|
| Lease Year 1-5 | \$ 1,500,000.00 | \$ 115,384.62 |
| Lease Year 6-10 | \$ 1,650,000.00 | \$ 126,923.08 |

(b) **Operating Expenses.** Tenant covenants and agrees to pay Landlord, as Additional Rent hereunder, all Operating Expenses (as defined in Section 4 herein). Landlord shall give Tenant notice of the cost of Operating Expenses from the prior Payment Period and Tenant shall pay Landlord such amount within 4 weeks of receipt of notice from Landlord.

(c) **Delay in Computing Additional Rent.** Delay in computing any item of Additional Rent (with the understanding it shall be Tenant's obligation to calculate Percentage Rent on a quad-weekly basis) shall be deemed neither a default by Landlord nor a waiver of the right to collect the item of Additional Rent in question. Notwithstanding anything to the contrary in this Lease, Tenant shall make payments on account of each item of Additional Rent, the amount of which is to be estimated by Landlord (with the exception of Percentage Rent), based on Landlord's most recent estimate thereof until Landlord notifies Tenant of a revision to such estimate.

4. **Operating Expenses.** "**Operating Expenses**" as used herein shall mean all costs, fees, disbursements and expenses paid or incurred by or on behalf of Landlord in the operation, ownership, maintenance, insurance, management, replacement and repair of the Property, including without limitation and without duplication:

- (a) Taxes (as defined below).
 - (i) The term "**Taxes**" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents and charges, transit taxes, taxes based on the receipt of rent or as against the business of leasing the Property, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income taxes, mortgage recording taxes, capital stock, inheritance, estate, gift, or any other taxes imposed upon or measured by Landlord's gross income or profits, unless the same shall be imposed in lieu of real estate taxes or other ad valorem taxes), which Landlord shall pay or become obligated to pay in connection with the ownership, leasing and operation of the Property or any part thereof. Taxes shall also include all fees and costs

including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking to obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year, rather than Taxes which are assessed or become a lien during such year. Taxes shall also include: (i) any tax, assessment, levy, imposition or charge imposed upon Landlord and measure by or based in whole or in part upon the Property, or the rents or other income from the Property, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof to the extent that such items would be payable if the Property was the only property of Landlord subject to the same and the income received by Landlord from the Property was the only income of Landlord; (ii) an personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Property; and (iii) any special assessments against real property imposed in connection with any public improvements or betterments provided Landlord shall pay such assessments in installments if allowed under any statute or ordinance relating to such assessments.

(ii) Landlord shall use commercially reasonable efforts to seek reassessment, reduction of, or a limit on the increase in Taxes. Refunds of Taxes shall be credited against Operating Expenses and refunded proportionately to Tenant, regardless of when received, based on the year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such year exceed the total amount paid by Tenant as Operating Expense Adjustment for such year. If Taxes for any period during the Term are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental authorities, Tenant shall pay Landlord upon demand any such increased Taxes included by Landlord as Taxes pursuant to the terms of this Lease.

(iii) Notwithstanding anything in this Lease to the contrary, Tenant shall be pay:

- A. Rent, sales, service, transfer or value added tax, or any other applicable tax on the Rent or services herein or otherwise respecting this Lease, or to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Premises (and such taxes shall not be included in Operating Expenses);
- B. Taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises; and
- C. Taxes assessed upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and other personal property are levied against Landlord or Landlord's property, or if the assessed value of Landlord's property is increased by inclusion therein of a value placed upon such personal property and Landlord pays such the taxes based upon such increased assessment, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment.

- (b) Premiums for property, casualty, liability, rent interruption and other types of insurance carried by Landlord.
- (c) Salaries, wages and other amounts paid or payable for personnel including any Property manager, superintendent, operation and maintenance staff, and other employees of Landlord involved in the maintenance and operation of the Property, including contributions and premiums towards fringe benefits, unemployment, disability and worker's compensation insurance, pension plan contributions and similar premiums and contributions, and the total charges of any independent contractors or property managers engaged in the operation, repair, care, maintenance, and cleaning of any portion of the Property.
- (d) Cleaning expenses, including, without limitation, window cleaning, and garbage and refuse removal.
- (e) Landscaping expenses, including, without limitation, irrigating, trimming, mowing, fertilizing, seeding, salting, snow removal, and replacing plants, and all supplies, tools, equipment, and materials used in connection therewith.
- (f) Heating, ventilating, air conditioning, and utilities expenses, including the cost of operating, repairing, maintaining, and renovating fuel, gas, electricity, water, sewer, telephone, elevator, and other service systems, and the cost of maintenance and service contracts in connection therewith.
- (g) Costs associated with Landlord's maintenance and repair obligations as set forth in Section 6 herein.
- (h) Subject to all other provisions herein, the cost of maintaining, operating, repairing, and replacing components of equipment or machinery, including, without limitation, heating, ventilation, electrical, plumbing, mechanical, sprinklers, fire/life safety, security, and energy management systems, including service contracts, maintenance contracts, supplies, and parts.
- (i) Any capital expenditure that is classified as a deferred expense pursuant to generally accepted accounting principles (amortized over a useful life of not more than 10 years).
- (j) Costs of policing, alarm service, security, and supervision of the Property.
- (k) Cost of the rental of any machinery or equipment and the cost of supplies used in the maintenance and operation of the Property.
- (l) Audit fees and the cost of accounting services incurred in the preparation of statements referred to in this Lease and financial statements, and in the computation of the rents and charges payable by tenants of the Property.
- (m) Capital expenditures (a) made primarily to reduce Operating Expenses, or to comply with any laws or other governmental requirements, (b) for replacements (as opposed to additions or new improvements) of non-structural items located on the Property's grounds required to keep such areas in good condition, or (c) related to the safety or security of the Property, its occupants and visitors, and are deemed advisable by Landlord in its reasonable judgment, (d) paid with deductibles actually paid by Landlord, or (e) required after the date on which the construction of the Property has been completed under any applicable laws that were not applicable to the Property as of the date on which the Property was purchased.
- (n) Legal and consulting fees and expenses (but excluding litigation where Landlord is held liable).

- (o) Payments under any easement, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs in any planned development.
- (p) Levies or assessments resulting from statutes or regulations promulgated by any governmental authority in connection with the use or occupancy of the Property.
- (q) Costs, fees, charges, inspection expenses, or assessments imposed by, or resulting from, any mandate imposed on Landlord by any federal, state, or local government for fire and police protection, trash removal, community services, or other services which do not constitute Taxes.
- (r) The costs of licenses, certificates, permits and inspections, and the costs of contesting any governmental enactments which may affect Operating Expenses.
- (s) Amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation, and repair of the Property or any portion thereof.
- (t) Operating Expenses shall not include: (1) depreciation charges of the Property or equipment and any interest or other financing charges; (2) interest and principal payments on mortgages, deeds of trust, or other debt; (3) ground rental payments; (4) real estate brokerage and leasing commissions; and (5) wages, salaries, and other compensation paid to any executive employee of Landlord and/or Landlord's manager above the grade of Property manager.

5. Use of Premises/Trade Name.

(a) **Permitted Use.** Tenant shall use and occupy the Premises for the operation of a restaurant (the "**Permitted Use**") and for no other purpose whatsoever. Tenant shall procure and maintain, at its sole cost and expense, all required permits for Tenant's use and occupancy of the Premises for the Permitted Use. Tenant shall comply with all laws related to its particular manner of use. Tenant shall not use the Premises for any unlawful use, or one that has a negative impact on the character of the Property in Landlord's reasonable discretion. Tenant shall operate its business within the Premises under the name "Daily Jam" (the "**Approved Trade Name**"). Tenant shall not change the Approved Trade Name without the prior written consent of Landlord, in its sole discretion.

(b) **Operation of Business.** Tenant agrees to open the Premises for business, fully fixtured, stocked and staffed upon the Commencement Date and thereafter to continuously keep the Premises fully-fixtured, stocked and staffed and to continuously conduct the business described in Section 5(a) in 100% of the Premises for minimum hours at least from 9:00 am to 5:00 pm Sunday through Saturday (excluding holidays) or days the Property is closed due to periods of reconstruction due to casualty or condemnation, or other causes beyond Tenant's control, during strikes and periods of remodeling by Tenant not to exceed 90 days provided Tenant obtains Landlord's prior written consent and provided further that Tenant shall diligently and continuously pursue the same to completion ("**Tenant's Operating Covenant**").

(c) **Breach of Tenant's Operating Covenant.** Tenant acknowledges that Tenant's Operating Covenant is a material consideration to Landlord in entering into this Lease and is intended (i) to enhance the business activity and public patronage of all stores in the Property and (ii) to produce for Landlord the maximum possible Rent from the Premises and from the Property as a whole. Tenant further acknowledges that Tenant's failure to fulfill Tenant's Operating Covenant will cause Landlord substantial monetary damages but that money damages alone would not adequately compensate Landlord in the event of breach of any provision of Section 5(b) by Tenant

Accordingly, Tenant hereby agrees that, in addition to all other remedies available to Landlord at law or in equity, Landlord shall be entitled to injunctive relief or other equitable relief without the posting of bond or the showing of irreparable harm in the event of breach by the Tenant of any provision of Section 5(b). Further, nothing in this Section shall be construed as a limitation of Landlord's right to pursue any remedy available to Landlord under this Lease or at law or equity, including, but not limited to, the recovery of damages.

(d) Tenant's Covenants with Respect to Occupancy. Tenant agrees:

- (i) To occupy the Premises in a safe manner in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;
- (iii) To permit no reproduction of sound or video which is audible or visible outside the Premises;
- (iv) To (1) place no permanent signage on the exterior of the Premises or on the interior of any windows without Landlord's prior written consent, and (2) place no other signage on the interior of the Premises which are visible from outside the Premises or on the exterior of the Premises which do not conform to Landlord's sign criteria, or which have not been reasonably approved by Landlord;
- (v) Not to engage in any business similar to or in competition with that for which the Premises is let within a radius of 10 mile(s) of the Property, without Landlord's prior written consent. This covenant shall not be applicable to any competing business of Tenant already existing as of the date hereof;
- (vi) To not solicit business in the Common Areas nor place merchandise, advertising, seating or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks or other Common Areas adjacent thereto;
- (vii) Comply with all additional provisions pertaining to the handling of garbage, pest control, and cleaning of grease traps, ventilation equipment, exhaust fans, fire control suppression systems and other kitchen equipment;
- (viii) To neither load, unload nor permit the loading or unloading of merchandise, supplies, ingredients, equipment or other property during the hours from 12:00 A.M. to 5:00 A.M. and from 10:00 P.M. to 11:59 P.M.
- (ix) To conduct no auction, fire or going out-of-business sale without the prior written consent of Landlord;
- (x) Upon not less than 48 hours' prior notice, except in the event of an emergency, in which case no notice shall be required, to permit Landlord access to the Premises with the accompaniment of Tenant or its agent during the operating hours (except in the event of emergency, when inspection may be made at any time any without tenant or its agent) for the purpose of examining the Premises or making such alterations or repairs to the Premises as Landlord may deem necessary for the safety or preservation thereof in accordance with the terms of this lease; and
- (xi) That Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to

attach to or be placed upon Landlord's title or interest in the Property or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only; and

(xii) Not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Property or the Premises or Tenant's interest in the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises.

6. Condition of Premises. Tenant has inspected the Premises and agrees:

(i) to accept the Premises in their "As Is" condition, subject to reasonable wear and tear between the date of this Lease and the date Tenant takes possession of the Premises;

(ii) Landlord shall have no obligation to perform work in the Premises; and

(iii) the Premises shall be delivered in broom clean condition. Tenant's taking possession of all or any portion of the Premises shall be conclusive evidence that all or such portion of the Premises was in good order and satisfactory condition when Tenant took possession (except for latent defects).

7. Repairs and Maintenance.

(a) **Landlord's Maintenance and Repair Obligations.** Landlord shall maintain and repair the following elements of the Property in reasonable order and repair throughout the Term: (i) the Premises' shell and other structural portions thereof (including, without limitation, the roof, foundation and external and load bearing walls), (ii) the basic plumbing, heating, ventilating, air conditioning, mechanical, fire safety and sprinkler, and electrical systems within the Premises (unless installed by Tenant), (iii) the external façade and external windows, and (iv) the grounds, including but not limited to the parking lot and walkways.

(b) **Tenant's Maintenance and Repair Obligations.** During the Term, Tenant shall, at its sole cost and expense, maintain the Premises in good order and repair (including, without limitation, the floor coverings, wall covering, doors, plumbing, and other fixtures, equipment, alterations, and improvements, whether installed by Landlord or Tenant). Further, Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of the Property or the Premises caused by (a) Tenant's activities on the Property or in the Premises; (b) the existence of any Alterations (as defined in Section 8 herein) made by Tenant; (c) the installation, use, operation or movement of Tenant's property in, on, or about the Property or the Premises; or (d) any act or omission by Tenant or its officers, partners, employees, agents, contractors, licensees or invitees. Such maintenance and repairs shall be performed with due diligence, lien-free and in a first-class workmanlike manner by such contractors selected by Tenant and approved by Landlord. If Tenant fails to make such repairs, Landlord may make such repairs, and Tenant shall pay Landlord, as Additional Rent, cost thereof, including a percentage of such cost sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs. Tenant shall notify Landlord promptly after Tenant learns of (i) any fire or other casualty to the Premises, and (ii) any damage to or defect in any parts or appurtenances of the sanitary, electrical, heating, air conditioning, elevator or other systems located in or passing through the Premises, and any other fixtures and equipment in the Premises, the repair for which Landlord might be responsible.

(c) **Compliance with Laws.** Tenant shall at Tenant's expense, make all repairs, installations, and additions to the Premises as required by any law, ordinance, regulation or ruling of any governmental authority.

(c) **Tenant's Failure to Maintain or Repair.** If Tenant does not adhere to its obligations under this Section, Landlord may make any repairs, replacements, installations, and additions which Tenant is obligated to make, and Tenant shall pay Landlord the cost thereof, and shall also pay Landlord's costs therefore plus 5% of the cost thereof to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from the involvement of Landlord with such repairs and replacements. Landlord or Landlord's agent may enter the Premises at all reasonable times to make such repairs, installations, alterations, improvements, and additions as Landlord shall desire or deem necessary.

8. Alterations.

(a) Tenant's Right to Make Alterations.

(i) Tenant shall not make any alterations, additions, or improvements in or to the Premises ("**Alterations**") without the prior written consent of Landlord, which consent may be withheld in Landlord's discretion. Subject to the prior written consent of Landlord, Tenant, at Tenant's expense, may make Alterations which are nonstructural, and do not affect Utility Services or plumbing and electrical lines, in or to the interior of Premises by using contractors or subcontractors approved by Landlord. Tenant shall, before making Alterations, at its expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and, upon receipt shall deliver copies thereof to Landlord. Tenant agrees to carry and will cause Tenant's contractors and subcontractors to carry such worker's compensation, general liability, personal and property damage insurance in amounts as Landlord may require. Tenant shall deliver evidence of such insurance to Landlord prior to commencement of the Alterations.

(b) **Title to Alterations.** All Alterations, installed in the Premises at any time, shall, upon installation, become Landlord's property, excluding items bearing Tenant's brand, logo, trademark or distinctive image, and shall be surrendered with the Premises, unless Landlord, by notice to Tenant prior to the Expiration Date, elects to relinquish Landlord's right thereto and to have them removed by Tenant, in which event same shall be removed from the Premises by Tenant prior to the expiration of the Lease, and the Premises shall be repaired and restored to the condition existing prior to the installation, all at Tenant's expense.

(c) **Tenant's Trade Fixtures.** Nothing in this Section shall be construed to give Landlord title to, or to prevent Tenant's removal of, trade fixtures, moveable furniture, and equipment, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations and provided that Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Upon removal of any such items from the Premises or upon removal of other installations as may be required by Landlord, Tenant at Tenant's expense shall simultaneously, repair, and restore the Premises to the condition existing prior to installation and repair any damage to the Premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term that remains in the Premises after Tenant's removal shall be deemed

abandoned and may, at the election of Landlord, either be retained as Landlord's property or removed from the Premises by Landlord, at Tenant's expense.

9. **Insurance.** Landlord and Tenant shall maintain, at their sole respective cost, reasonable and customary all-risk property and commercial general liability insurance, plate glass insurance, for occurrences or damages within the Premises (in the case of Tenant) and the Property (in the case of Landlord). Such insurance shall meet any requirements imposed in any mortgage encumbering the Property, with Landlord and any mortgagee of Landlord being designated as an insured party. Landlord shall have the right to determine, in its sole discretion, whether the insurance maintained by Tenant is reasonable and customary and shall have the right during the Term to require additional amounts of existing coverage as well as additional types of insurance, provided such requirements are likewise reasonable and customary. Tenant shall deliver to Landlord prior to taking possession of the Premises written evidence of the insurance procured pursuant to this provision as the same may be updated, from time to time.

10. **Security Deposit.** Tenant has deposited with Landlord via federal wire transfer the amount of \$ _____ (the "**Security Deposit**"), as security for the prompt, full, and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder, it being expressly understood and agreed that this Security Deposit is not an advance rental deposit or measure of Landlord's damages in case of Tenant's default. The Security Deposit shall be held by Landlord without any obligation to pay any interest on the Security Deposit. In the event Landlord conveys Landlord's interest in the Property to a third party, the Security Deposit shall be simultaneously assigned to such third party, the responsibility therefor shall be assumed by the new owner of the Property, and Landlord shall be automatically released from liability with respect thereto.

(a) **Landlord's Right to Retain Security Deposit.** If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain in whole or in part, the Security Deposit for the payment of (i) any Fixed Rent, Additional Rent or other sums which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default or any loss or damage which Landlord may suffer or incur, including, without limitation, any damage or deficiency in or from the reletting of the Premises. Upon demand, Tenant shall pay Landlord the amount that will restore the Security Deposit to its original amount within 30 days of such demand. In the event that Tenant fails in excess of twice in any twelve-month period to timely pay Fixed Rent when due, Tenant shall deliver to Landlord a sum equal to the present Fixed Rent amount for one payment period as an additional Security Deposit, within 10 days of receipt of written notice from Landlord requesting same.

(b) **Return of Security Deposit.** Provided that Tenant (i) has vacated the Premises in the physical condition required by this Lease, and (ii) is not in default under any of the terms and conditions of this Lease, beyond applicable notice and cure periods, Landlord will return the Security Deposit to Tenant within 30 days after the Expiration Date at an address provided by Tenant to Landlord.

11. **Indemnification.** Landlord shall not be liable for, and is hereby released from responsibility for (i) any loss, damage, or injury either to person or property of Tenant, its agents, servants, employees, invitees, and/or licensees or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in the Property, and (iii) negligence of Landlord, its contractors, agents or employees (except gross negligence or willful misconduct by such party). Tenant shall indemnify, defend, and hold Landlord, Landlord's partners, members, shareholders, officers, directors, principals, and managing agent, if any,

harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, costs, and expenses, including Landlord's attorneys' fees arising from any default by Tenant under this Lease or the acts, omissions, or negligence of Tenant or of any person claiming by, through or under Tenant, its agents, servants, employees, invitees, assignee, and/or licensees. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's sole cost expense, defend such action or proceeding by counsel approved by Landlord.

12. **Non-waiver.** No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent or other sum due, and the payment of said Rent or other sum shall not constitute a waiver of or affect said notice, suit, or judgment.

13. **Condemnation.** If the Property or any portion thereof shall be taken or condemned or purchased under the threat of condemnation by any competent authority for any public or quasi-public use or purpose, or if the configuration of any street, alley, bridge, railroad facility or other improvement or structure adjacent to the Property is changed by any competent authority and such taking or change in configuration makes it necessary or commercially desirable to remodel or reconstruct the Property, Landlord shall have the right, exercisable at its sole discretion, to cancel this Lease upon not less than 90 days' notice prior to the date of cancellation designated in the notice. Regardless of whether Landlord exercises such cancellation right, Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or change in configuration, it being agreed by Tenant that each such award is the sole property of Landlord and that Tenant has no interest therein.

14. **Assignment and Subletting.** Tenant shall not mortgage, pledge, encumber, assign or sublet or license (for concessions or otherwise) the Premises or in any manner transfer this Lease without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. This prohibition against transfer without Landlord's prior written consent includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer, or other change of Tenant's structure. Consent by Landlord in connection with the above shall not constitute a future waiver of the requirement for Landlord's consent. Any assignment of the Lease, subletting of the Premises or other transfer, even with Landlord's consent, shall not relieve Tenant from primary liability for the payment of Rent or the primary obligation to be bound by the terms, conditions, and covenants of this Lease. Should Tenant assign the Lease, sublet the Premises, or otherwise dispose of the Premises, whether with or without Landlord's consent, all sums payable in connection therewith shall be payable solely to Landlord.

15. **Option to Renew.** Tenant shall have an option to renew this Lease on the Expiration Date for 8 additional terms of 5 years each by giving written notice of renewal to Landlord 90 days before the Expiration Date. The renewal shall be on the same terms and conditions as stated in this Lease except that the Fixed Rent and Percentage Rent during a renewal term shall be determined by the mutual agreement of the parties. If the parties cannot agree on the Base Rent by a date of 30 days before the existing Term expires, this option shall terminate and the Lease shall terminate upon the Expiration Date.

16. **Surrender.** Upon the Expiration Date or earlier termination of this Lease, Tenant shall quit and surrender the Premises broom clean and in good order and repair, ordinary wear and tear excepted and free from Tenant's trade fixtures, its branding and logos, furniture, and equipment. All damages caused by or on behalf of Tenant shall be repaired by Tenant at Tenant's sole cost and expense prior to surrender of the Premises. This Section survives the Expiration Date or earlier termination of the Lease.

17. **Holding Over.** Should Tenant withhold possession of the Premises after expiration or earlier termination of this Lease, the damages for which Tenant shall be liable to Landlord shall be liquidated at a sum equal to 150% of the Fixed Rent stipulated herein for a period equal to the period of such hold over, together with any Additional Rent due for such hold over period. Should Tenant occupy the Premises after termination of this Lease for any cause whatsoever, Tenant shall be considered a tenant at will and by sufferance of Landlord and no such occupancy shall operate as a renewal of the Lease or any part thereof.

18. **Estoppel Certificates.** Tenant agrees, upon 10 days' prior written notice from Landlord to execute and deliver to Landlord or to any other entity that Landlord directs, an estoppel certificate stating that as of the date of the certificate, (i) the Lease in full force and effect, (ii) Tenant is not in default under the Lease, (iii) the Lease has not been amended, modified, or terminated, (iv) the date to which Rent and Additional Rent has been paid, (v) that there is no default by Landlord, and (vi) any other reasonable provision requested by a prospective lender or purchaser. If Tenant fails to execute, acknowledge, and deliver any such instruments within 10 days after request therefor, Landlord is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

19. **Subordination.** This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which Premises is a part and to all renewals, modifications, consolidations, replacements, and extensions of any such underlying leases and mortgages without the necessity of any notice or written instruments. Upon demand, Tenant shall within 10 days execute a document requested by Landlord to evidence such subordination. If Tenant fails to execute, acknowledge, and deliver any such instruments within 10 days after request therefor, Landlord is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

20. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights, which may be exercised by Landlord without notice or liability of any kind to Tenant, and the exercise of any such rights shall not be deemed an eviction or disturbance of Tenant's use or possession of the Premises nor shall such exercise give rise to any claim for set-off or abatement of Rent or any other claim, subject to the terms set forth in this Lease:

- (a) To change the name or street address of the Property;
- (b) To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Property and during such work, to temporarily affect portions of the Property and/or Premises without altering any of Tenant's obligations hereunder, so long as the Premises is accessible and usable;
- (c) Subject to the terms of this Lease, to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service on the Property.

21. **Rules and Regulations.** Tenant shall, and shall cause all of its agents, employees, invitees, and licensees to, observe faithfully, and comply strictly with, the rules and regulations which may promulgated and revised by Landlord from time to time in Landlord's judgment for the safety, care, and cleanliness of the Property and the Premises, or for the preservation of good order therein. Landlord shall not be liable to Tenant for violation of such rules and regulations by, or for Landlord's failure to enforce the same against Tenant or its assignees, agents, employees, invitees, or licensees.

22. **Tenant Defaults.**

(a) **Monetary Defaults/Bankruptcy.** In the event that (i) Tenant fails to pay Fixed Rent or Additional Rent, in accordance with the terms and conditions of this Lease, or (ii) Tenant fails to comply with the provisions of Section 23 of this Lease and does not cure the failure within the cure period set forth therein, Landlord shall have the right, without notice to Tenant, to (1) terminate the Lease or not terminate the Lease, and (2) and forthwith repossess the Premises by forcible entry and unlawful detainer suit. Tenant expressly acknowledges and agrees that should Landlord exercise the remedy set forth herein, in no event shall Landlord be responsible for any damage to Tenant's property sustained in connection therewith.

(b) **Non-Monetary Default.** In the event that (i) Tenant fails to comply with any term, provision, or covenant of this Lease (other than the covenant to pay Fixed Rent and Additional Rent), (ii) any guarantor fails to comply with the terms of its guaranty of this lease, (iii) Tenant fails to take possession of the Premises within 30 days after the Commencement Date, (iv) the Lease is rejected in bankruptcy, or (v) Tenant deserts or vacates the Premises (with or without the payment of Rent) for a period of 15 or more days during the Term of the Lease then Landlord shall provide 15 days' written notice to Tenant of Tenant's default and should Tenant fail to cure within such time period, Landlord shall have the right to (1) terminate the Lease or not terminate the Lease, and (2) and forthwith repossess the Premises by forcible entry and unlawful detainer suit.

23. **Remedies for Default.** Upon occurrence of any default by Tenant, termination of this Lease, repossession of the Premises by forcible entry and unlawful detainer suit and/or eviction of Tenant by summary proceedings or otherwise, (i) Fixed Rent and Additional Rent up to the date of Landlord's reentry and/or eviction or termination shall be due and payable by Tenant, (ii) Landlord may relet the Premises for all or any part of the remainder of the Term at such Fixed Rent as Landlord with reasonable diligence is able to secure, and/or (iii) Tenant shall be responsible for, as a result of such default, termination, and/or eviction, an amount equal to any deficiency between the Fixed Rent and Additional Rent to be charged up to and including the Expiration Date and the net amount of Fixed Rent and Additional Rent collected on account of the Lease for each month of the period which would otherwise have constituted the balance of the Term. In addition, Tenant shall be responsible for attorney's fees and litigation costs and expenses incurred by Landlord and the costs and expenses for Landlord's recovering and reletting of the Premises (including, without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants, including expenses for redecoration, alterations, and other costs in connection with preparing the Premises for the new tenant, brokerage, and advertising costs and if Landlord shall maintain and operate the Premises, the costs thereof). Landlord shall not be liable for its failure to collect rent under such reletting, unless required by law to mitigate its damages. In any such case, Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant

relative to such reletting. Notwithstanding anything to the contrary contained herein, Tenant shall not be liable to Landlord for consequential, special, or punitive damages as a result of its breach of this Lease, including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

24. Quiet Enjoyment. Provided Tenant performs all of its obligations hereunder, Tenant shall, during the Term, peaceably and quietly have, hold, and enjoy the Premises from hindrance by Landlord or any person claiming by, through, or under Landlord, subject to the terms of this Lease.

25. Damage and Destruction.

(a) **Landlord's Repair and Restoration.** Notwithstanding anything to the contrary contained in this Lease, if either the Premises or the Property or both shall be damaged by fire or other casualty and if such damage does not, in the judgment of Landlord, render all or a substantial portion of the Premises or the Property untenable, then Landlord shall, repair or restore such damage with reasonable promptness, subject to reasonable delays provided, however, Landlord shall not be obligated to repair such damage if:

(i) The total insurance proceeds recovered or recoverable as a result of such damage are less than the estimated cost to repair all damage to the Property (as reasonably determined by Landlord); or

(ii) The insurance proceeds are taken by Landlord's mortgagee so that they are not available to Landlord to use to cover the cost of repair.

(b) **Additional Repairs and Proceeds.** If Tenant desires any other or additional repairs or restoration and if Landlord consents thereto, such repair or restoration shall be done at Tenant's sole cost and expense in accordance with the provisions of Section 8 hereof. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to those items or decorations provided by Landlord either directly or through an allowance to Tenant, which Landlord is obligated to repair.

(c) **Termination Option.** If Landlord is not required to repair such damage as provided above or any such damage renders all or a substantial portion of the Premises or the Property untenable, both parties shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the other party at any time within 90 days after the date of such damage.

26. Access and Inspection by Landlord. Landlord and its agents, employees, and representatives shall have the right to enter the Premises for emergency purposes at any time and at reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord may deem necessary. Furthermore, Landlord shall have the right to enter the Premises to replace and maintain utility systems in and through the Premises. In connection therewith, Landlord may bring necessary materials and equipment into the Premises without the same constituting an eviction, nor shall Tenant be entitled to any abatement of Rent while such work is in progress nor to any damages by reason of loss or interruption of Tenant's business. During the Term, Landlord shall have the right to enter the Premises at reasonable hours and upon at reasonable notice for the purpose of showing the same to prospective purchasers or mortgagees of the Property and during the last 6 months of the Term for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the Premises, Landlord may enter and, provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be

affected. Should Tenant vacate the Premises within 30 days of the Expiration Date, Landlord may enter the Premises and make alterations, repairs, additions, or changes without affecting Tenant's obligations under this Lease, including, but not limited to Tenant's obligation to pay Rent or creating liability for Landlord to Tenant.

27. Miscellaneous.

(a) **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights and remedies allowed under this Lease or by law or equity.

(b) **Late Payments.**

(i) All payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at a rate per annum equal to 5% (but in no event at a rate which is more than the highest rate which is at the time lawful in the State of Michigan) (the "**Default Rate**");

(ii) Tenant recognizes that late payment of Rent or any other sum due hereunder will result in administrative expenses to Landlord which are extremely difficult and economically impractical to ascertain. Tenant, therefore, agrees that a late charge equal to 5% of the unpaid Rent or other sum shall be paid by Tenant to Landlord should Tenant fail to pay Rent hereunder within 5 days after such Rent is due; and

(iii) In the event any payment is returned by Tenant's bank unpaid, Tenant shall pay to Landlord the sum of \$250.00 to cover the costs and expenses of processing the returned check, in addition to the Rent and any other charges provided for herein. In the event any payment is returned by Tenant's bank unpaid, or in the event Tenant fails to make any payment of rent on such payment's due date, Landlord shall have the right, at Landlord's option, to require any or all subsequent payments be made by certified funds, cashier's check, or direct debit.

The provisions of this Section shall in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor shall the collection by Landlord of any amount under either subsection hereof impair the ability of Landlord to collect the amount charged under the other subsections hereof, or Landlord's remedies set forth in Section 23 of this Lease.

(c) **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors and permitted assigns.

(d) **Entire Agreement.** This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises, or statements made by Landlord or any agent of Landlord, except as expressly set forth herein.

(e) **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections or subsections.

(f) **Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any

obligations of Tenant hereunder, in such order and amounts, as Landlord in its sole discretion, may elect.

(g) **Governing Law.** Interpretation of this Lease shall be governed by the laws of the State of Michigan, without regard to conflict of law principles.

(h) **Partial Invalidity.** If any term, provision, or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected, and each and every other term, provision, and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(i) **Waiver of Jury Trial.** To the fullest extent permitted by law, Landlord and Tenant each shall and hereby waive trial by jury in any action, proceeding, or counterclaim brought by Landlord against Tenant or by Tenant against Landlord on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage.

(j) **Force Majeure.** Neither Landlord nor Tenant is required to perform any term or covenant in this Lease as long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, acts of terrorism and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and by paying commercially reasonable sums of money, cannot prevent or overcome, in whole or part; provided, however, that no such event or cause shall relieve Tenant of its obligations hereunder to make full and timely payments of Rent as provided herein.

(k) **Waiver of Consequential Damages.** Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant for consequential, special, or punitive damages as a result of its breach of this Lease, including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

(l) **Prevailing Party.** If any action or proceeding is brought by Tenant against Landlord under this Lease and Tenant does not prevail, Landlord shall be entitled to recover from Tenant attorney's fees and court costs.

(m) **Non-Recourse.** Landlord shall have no personal liability under the lease and any liability shall be limited to its interest in the Property.

28. **Notices.** All notices under this Lease shall be given by (i) certified mail or registered mail, (ii) by a nationally recognized overnight courier, or (iii) by hand delivery, in each case, addressed to the proper party, at the following addresses:

If to Landlord:

BB234, LLC
1068 Hollywood Street
Grosse Pointe Woods, Michigan 48236

Attention: _____

If to Tenant:

Daily Jam GP, LLC
23925 Industrial Park Drive
Farmington Hills, Michigan 48335

Attention: Victor Ansara

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Section 29.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first written above.

LANDLORD:

BB234, LLC, a Michigan limited liability company

By: _____

Name: _____

Title: _____

TENANT:

Daily Jam, GP, a Michigan limited liability company

By: _____

Name: Victor Ansara

Title: _____

Exhibit A. Description of Premises.

Note and Disclaimer: This site plan shows the approximate location of the Premises on the Property and the approximate configuration of surrounding grounds of the Property and is subject to change. The display of any building structure, curb cuts, traffic patterns, parking spaces, access points for ingress and egress whether into the Premises, or similar items is illustrative only and does not represent any warranty on the part of the Landlord that the same shall continue to exist.

DRAFT

CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236
Phone : (313) 343-2440
E-Mail : SSCHMIDT@GPWMI.US
WWW.GPWMI.US

Received From:
FAHEY SCHULTZ BURZTCH RHODES PLC
Date: 07/11/2024 Time: 3:54:03 PM
Receipt: 538054
Cashier: hgoff

| ITEM REFERENCE | AMOUNT |
|-------------------------------|------------|
| 0548 CITY CLERK MISC RECEIPTS | |
| 701552 PERMIT | \$2,500.00 |
| TOTAL | \$2,500.00 |
| CHECK 5448 | \$2,500.00 |
| Total Tendered: | \$2,500.00 |
| Change: | \$0.00 |

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20710 Mack Avenue
by Daily Jam GP, LLC

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 08/28/24 to the following property owners within a 300-foot radius of the above property, and all Class C liquor license holders in the City, in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods.

**Paul P. Antolin, MiPMC
City Clerk**

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses, Section 4-24 (5) of the City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, September 9, 2024, at 7:00 p.m. at 20025 Mack Plaza Drive in the Council-Court Room of the Robert E. Novitke Municipal Center to hear comments from the public prior to consideration of Council determining whether to grant the last available Class C liquor license to 20195 Mack Avenue, Grosse Pointe Woods, as requested by BCM Restaurants, LLC or to 20710 Mack Avenue, Grosse Pointe Woods, as requested by Daily Jam GP, LLC. The Council reserves the right to grant all, some, or none of the requests for a license. All interested persons are invited to attend and will be given opportunity for public comment. The file is available for public scrutiny at the City Clerk's office at City Hall.

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

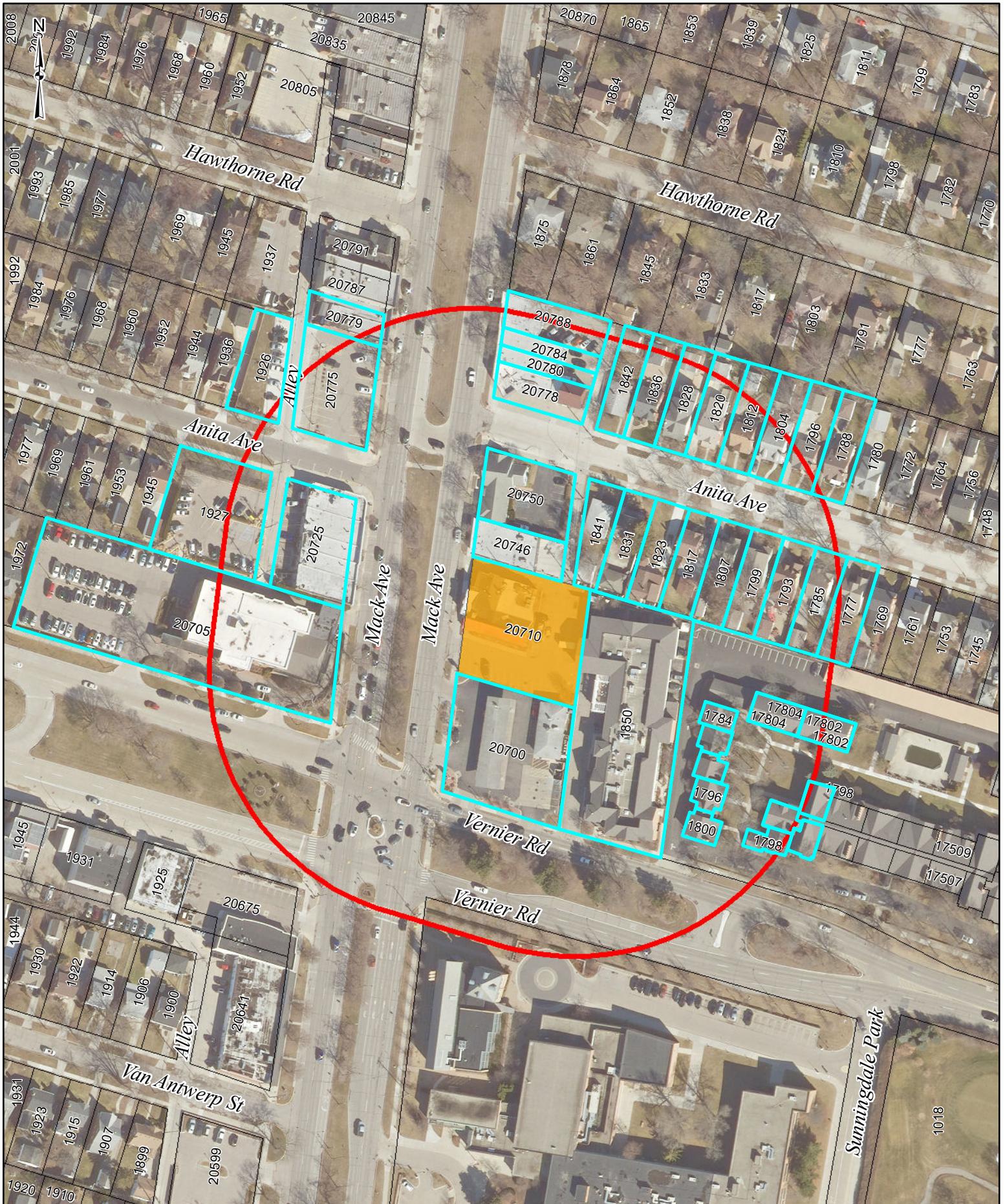
Paul P. Antolin, MiPMC
City Clerk

20710 MACK AVE. 300-FOOT RADIUS PARCELS + ALL GROSSE POINTE WOODS CLASS C LIQUOR LICENSE OWNERS

| PARCEL | STREET ADDRESS | OWNER/OCCUPANT | OWNER ADDRESS | CITY, STATE, ZIP |
|-----------------|------------------------|------------------------------------|---------------------------|-------------------------------|
| 004 10 0001 999 | | DICICCO, RONALD | 1798 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0009 000 | 1804 ANITA AVE | SHOOK, ELIZABETH | 17108 MACK AVE | GROSSE POINTE, MI 48230 |
| 004 06 0009 000 | | OCCUPANT | 1804 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 003 04 0151 001 | 20779 MACK AVE | COOK, DONALD J | 22912 LINGEMANN | SAINT CLAIR SHORES, MI 48080 |
| 003 04 0151 001 | | OCCUPANT | 20779 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0002 003 | 20784 MACK AVE | VDG ANITA AVE LLC | 20787 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0002 003 | | OCCUPANT | 20784 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 99 0006 700 | 1850 VERNIER RD | HEALTH CARE REIT INC | 7902 WESTPARK DRIVE | MC LEAN, VA 22102 |
| 004 99 0006 700 | | OCCUPANT | 1850 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0004 000 | 1750 VERNIER RD APT 25 | CALHOUN, JEANETTE | 1750 VERNIER RD APT 25 | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0019 000 | 1750 VERNIER RD APT 26 | WOOD, SHARON R | 1750 VERNIER RD APT 26 | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0129 000 | 1785 ANITA AVE | MITCHELL, DIANN C | 1785 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0047 000 | 1796 VERNIER RD | CLOR, JOSEPH | 1796 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0001 001 | 20778 MACK AVE | VDG ANITA AVE LLC | 20787 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0132 000 | 1807 ANITA AVE | CASTILE, MICHAEL R & ERIN L | 1807 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0010 000 | 1796 ANITA AVE | CAMPBELL, ROCKEL | 1796 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0004 000 | 1842 ANITA AVE | VALDEZ, RALPH A | 1842 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0017 000 | 1750 VERNIER RD APT 28 | VINTEVOGHEL, AMANDA | 1750 VERNIER RD APT 28 | GROSSE POINTE WOODS, MI 48236 |
| 003 04 0300 301 | 1927 ANITA AVE | A H P BUILDING CO | 20705 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 003 04 0300 301 | | OCCUPANT | 1927 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0044 000 | 1784 VERNIER RD | KILLEBREW, WILLIAM W | 1784 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 010 01 0099 000 | 20676 MACK AVE | GROSSE POINTE PUBLIC SCHOOL SYSTEM | 20601 MORNINGSIDE DR | GROSSE POINTE WOODS, MI 48236 |
| 010 01 0099 000 | | OCCUPANT | 20676 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0005 000 | 1836 ANITA AVE | DIXON, JERRY & PAMELA | 1836 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0128 000 | 1777 ANITA AVE | DECLAIRE, JOHN | 1777 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 003 04 0153 001 | 20775 MACK AVE | CITY OF GROSSE POINTE WOODS | 20025 MACK PLAZA DR | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0043 000 | 1780 VERNIER RD APT 2 | SCHENDEL, KARL & ELIZABETH | 36 MONROE PLACE (APT 2C) | BROOKLYN, NY 11201-2604 |
| 004 10 0043 000 | | OCCUPANT | 1780 VERNIER RD APT 2 | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0007 000 | 1820 ANITA AVE | MONLEY, CLAUDIA | 1820 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0137 001 | 20750 MACK AVE | SHAKER HOLDINGS LLC | 20750 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0135 000 | 1831 ANITA AVE | NARCISSE, MARC | 1831 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 99 0004 000 | 20700 MACK AVE | MICHIGAN FUELS INC | 1 WEST JEFFERSON | TRENTON, MI 48183 |
| 004 99 0004 000 | | OCCUPANT | 20700 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0003 001 | 20788 MACK AVE | VDG ANITA AVE LLC | 20787 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0003 001 | | OCCUPANT | 20788 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0040 000 | 1780 VERNIER RD APT 3 | LEMANSKE, DANIEL M | 1780 VERNIER RD (APT 3) | GROSSE POINTE WOODS, MI 48236 |
| 003 04 0301 001 | 20725 MACK AVE | A H P BUILDING CO | 20705 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0048 000 | 1800 VERNIER RD | MATOUK, JOSEPH P & WILLIAM M | 1800 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0006 000 | 1828 ANITA AVE | OLZEM, CHRISTOPHER W | 1828 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0001 000 | 1750 VERNIER RD APT 27 | HEIER, MARTHA E. TRUST | 1750 VERNIER RD APT 27 | GROSSE POINTE WOODS, MI 48236 |
| 003 99 0011 000 | 20705 MACK AVE | SCI MICHIGAN FUNERAL SERVICE | 20705 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 003 04 0159 000 | 1926 ANITA AVE | CITY OF GROSSE POINTE WOODS | 20025 MACK PLAZA DR | GROSSE POINTE WOODS, MI 48236 |

20710 MACK AVE. 300-FOOT RADIUS PARCELS + ALL GROSSE POINTE WOODS CLASS C LIQUOR LICENSE OWNERS

| | | | | |
|---------------------------------------|-----------------------|--------------------------------|----------------------------|--------------------------------|
| 004 07 0130 000 | 1793 ANITA AVE | CODERRE, KEITH A & CHRISTINE M | 1793 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0008 000 | 1812 ANITA AVE | KOHL, EDWARD C | 1812 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0139 001 | 20746 MACK AVE | LAHOOD, MARY ANN | 20 STILLMEADOW LN | GROSSE POINTE SHORES, MI 48236 |
| 004 07 0139 001 | | OCCUPANT | 20746 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0042 000 | 1780 VERNIER RD APT 4 | WHELAN, JOHN S & SUSAN E | 1780 VERNIER RD APT 4 | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0131 000 | 1799 ANITA AVE | DADICH, DEREK & ALEXANDRA | 1799 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0133 000 | 1817 ANITA AVE | CHASE, KYLE & HELPPIE, RENEE | 1817 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0045 000 | 1788 VERNIER RD | KING, BRYON D | 1788 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0136 000 | 1841 ANITA AVE | LAHOOD, MARY ANNE | 20 STILLMEADOW LN | GROSSE POINTE SHORES, MI 48236 |
| 004 07 0136 000 | | OCCUPANT | 1841 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0046 000 | 1792 VERNIER RD | GATES, KATHLEEN | 1792 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 07 0134 000 | 1823 ANITA AVE | CHRISTENSEN, XIOMARA T | 1823 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0002 002 | 20780 MACK AVE | VDG ANITA AVE LLC | 20787 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0002 002 | | OCCUPANT | 20780 MACK AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0002 000 | 1798 VERNIER RD | DICICCO, RONALD TRUST | 1798 VERNIER RD | GROSSE POINTE WOODS, MI 48236 |
| 004 06 0011 000 | 1788 ANITA AVE | ANDERSON, KATHERINE M | 1788 ANITA AVE | GROSSE POINTE WOODS, MI 48236 |
| 004 10 0041 000 | 1780 VERNIER RD APT 1 | KLANOW, JEANETTE | 935 CAUSEWAY BLVD. APT 208 | VERO BEACH, FL 32963 |
| 004 10 0041 000 | | OCCUPANT | 1780 VERNIER RD APT 1 | GROSSE POINTE WOODS, MI 48236- |
| 004 99 0007 000 | 20710 MACK AVE | BB234 LLC | 19678 HARPER | GROSSE POINTE WOODS, MI 48236- |
| 004 99 0007 000 | | OCCUPANT | 20710 MACK AVE | GROSSE POINTE WOODS, MI 48236- |
| | | | | |
| OWNER - CLASS C LIQUOR LICENSE | OWNER ADDRESS | CITY, STATE, ZIP | | |
| DA EDOARDO | 19767 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| BUCCI | 20217 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| CHAMPS | 20515 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| TELLY'S PLACE | 20791 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| MACK AVENUE GRILL | 19841 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| CHURCHILL'S CIGAR BAR | 19271 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| SALVATORE SCALLOPINI | 19655 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| FERLITO'S FAMILY DINING | 20745 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| LITTLE TONY'S LOUNE | 20513 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| PENDY'S GROSSE POINTE | 20930 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| CRISPELLI'S | 19852 MACK AVE | GROSSE POINTE WOODS, MI 48236 | | |
| | | | | |



City of Grosse Pointe Woods

300' Notification Buffer

Surrounding 20710 Mack Ave



RECEIVED
AUG 28 2024
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

CITY OF GROSSE POINTE WOODS

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date: AUGUST 29, 2024

#1 GPW PHN CLASS C LIQ LIC

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joseph [Signature]
Notary Public

City of Grosse Pointe Woods, Michigan
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses, Section 4-24 (3) of the City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, September 9, 2024, at 7:00 p.m. at 20025 Mack Plaza Drive in the Council-Court Room of the Robert E. Novick Municipal Center to hear comments from the public prior to consideration of Council determining whether to grant the last available Class C liquor license to 20197 Mack Avenue, Grosse Pointe Woods, as requested by BCM Restaurants, LLC or to 20710 Mack Avenue, Grosse Pointe Woods, as requested by Daily Jam GP, LLC. The Council reserves the right to grant all, some, or none of the requests for a license. All interested persons are invited to attend and will be given opportunity for public comment. The file is available for public scrutiny at the City Clerk's office at City Hall.

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Paul P. Aniolin
City Clerk

G.P.W.: 08/29/2024

JACQUELYN STONICK
NOTARY PUBLIC - STATE OF MICHIGAN
My Commission Expires July 03, 2029
Acting in the County of Wayne



1



DAILY JAM

- Started in 2011 right across the street from the historic Hayden Flour Mill on Mill Avenue in Tempe, AZ, Daily Jam was making mouthwatering brunch favorites before brunch was a lifestyle!
- We serve fresh, made-from-scratch dishes, hand-crafted breakfast cocktails, and a full range of coffee drinks. The Daily Jam experience delivers a difference you can taste and feel.
- With a casual vibe, indoor and outdoor seating, and our award-winning food, you'll always feel welcome here -- Daily Jam is a neighborhood staple you can truly call your home away from home.

2

PLAIN AND SIMPLE

eggs, toast, and grilled potatoes* 11.99
add bacon, canadian bacon, sausage, or turkey sausage \$2

sunshine bowl 12.99
2 eggs your way over our famous grilled potatoes, topped with cheese and choice of protein

yogurt n granola 10.99
house-made pecan granola, fresh fruit, vanilla yogurt

overnight oats 9.99
rolled oats served cold with fresh fruit



Daily Jam

breakfast · lunch · brunch

BREAKFAST COCKTAILS

BLOODY MARYS

original mary 9.99
vodka, zing sang, tajin, worcestershire, lime

over the top mary 12.99
valentine vodka, molano's mix, lime, tajin, worcestershire, over the top garnishes

bloody maria 9.99
tequila, sang sang, lime, jalapeno

MIMOSAS

mimosas 8.99
classic oj, strawberry, grapefruit, peach, pineapple, apple, pomegranate, prickly pear

mimosa flight 28.99
choice of any 4 flavors above, served with a bottle of vycol sparkling wine

premium mimosa 9.99
premium mimosa flight served with a bottle of poema cava

BRUNCH CLASSICS

irish or spanish coffee 8.99
apero spritz 9.99
gin, fresh lemons, simple syrup, sparkling wine

french 75 9.99
gin, fresh lemons, simple syrup, sparkling wine

paloma 8.99
tequila, grapefruit, seitzer, agave, lime

assorted beer & hard seltzers 6.99

MARTINIS & MARGS

espresso martini 9.99
vodka, espresso, coffee liqueur

chocolate martini 9.99
chocolate vodka, bailey's, chocolate liqueur

prickly pear margarita 9.99
tequila, fresh lime, agave, triple sec, prickly pear, sugar rim

classic margarita 8.99
tequila, fresh lime, agave, triple sec, salt rim

FROM THE GRIDDLE

waffles 12.99
red velvet waffles 13.99
chicken & waffles 18.99
original pancakes 11.99
french toast 12.99
add-ons 2.49
blueberries, bananas, foster, strawberries & whipped cream, apple cinnamon pecan, banana walnut, nutty nutella, fruity pobble bomb, the olvis

Follow us on Social!
@eatdailyjam_farmingtonhills

OMELETTES

served with grilled potatoes, substitute egg whites \$1.50 / add meat \$2 / add veggies \$1.50 each / add white truffle oil \$1.50 / add extra potatoes \$1.00

the veg 13.99
peppers, mushrooms, onions, tomato, zucchini, jack and cheddar cheeses

morning glory (egg whites) 13.99
marinated bruschetta roma tomatoes, cilantro, avocado, and red onion

loaded 14.99
ham, sausage, bacon, green peppers, mushrooms, tomatoes, onions, zucchini and jack and cheddar cheese

hot juan 13.99
chorizo, green pepper, onion, jalapeños, cheese and salsa

the pear 13.99
red anjou pear, havarti cheese, sliced almonds and bacon

SAUTÉS

our famous grilled potatoes topped with two over medium eggs, sub gluten-free tortilla or toast \$1 sub vegan soy chorizo \$1 sub vegan mozzarella \$1

santa fe* 13.99
chicken, pepper-spiced veggies, mushrooms, and melted cheese with a warm tortilla

the denver* 13.99
ham, green pepper, onions and melted cheese with choice of toast or tortilla

huevos n' chorizo* 13.99
chorizo, onions, house made ranchero salsa and melted cheese with a warm tortilla

phoenix sauté* 13.99
potatoes, zucchini, onion, tomatoes, melted cheese, and chorizo crumbles, served with avocado smash, cilantro, and a warm tortilla

BENES & SUCH

sub gluten-free bread or tortilla \$1 *soy chorizo or vegan mozzarella \$1

classic eggs benedict* 13.99
2 poached eggs, canadian bacon and hollandaise sauce on an english muffin with grilled potatoes

farmers market benedict* 13.99
2 poached eggs, spinach, tomato, avocado, and hollandaise sauce on an english muffin with grilled potatoes

chipotle egg burrito 13.99
bacon, avocado, cilantro, potatoes, scrambled eggs, cheese, chipotle sauce with grilled potatoes and a side of red salsa

the daily burrito 12.99
scrambled eggs, cheddar & jack cheese with your choice of bacon, ham, turkey sausage, chorizo or soy chorizo wrapped in a flour tortilla and grilled, served with house made red salsa and grilled potatoes

chilaquiles* 11.99
fresh corn tortillas lightly fried, topped with house made rancho salsa, melted cheese and 2 fried eggs with grilled potatoes add chicken or chorizo \$2

eddie's breakfast tacos 12.99
three breakfast tacos with scrambled eggs, black beans, red cabbage and provolone cheese nestled in three warm corn tortillas, served with chipotle sauce and a side of house-made red salsa, add choice of protein \$2

BREAKFAST SANDWICHES

egg sandwiches on toasted artisan ciabatta served with a side of grilled potatoes, sub gluten-free bread \$1

killer* 12.99
bacon, gorgonzola, fresh thyme, tomato, and almost hard fried eggs

farmers choice* 12.99
ham, cheddar, tomato, red onion, and almost hard fried eggs

chipotle* 12.99
bacon or sausage, cheddar, chipotle sauce, avocado, onion, and almost hard fried eggs

we proudly work with local purveyors
cantara bakery - hanoi/plymouth sunrise acres egg farms - hudsonville
volunteer packing co. - detroit great lakes potato chips - traverse city
fain roaster & sops produce - all four shores stellar bread - winder
great lakes coffee roasting co. - bloomfield hills
melrose pizzeria - detroit

vegetarian

vegan

gluten-free (not a gluten free kitchen)

*Ask your server about menu items that are cooked to order. Consuming undercooked meats or eggs may increase your risk of foodborne illness.

3

AVOCADO TOAST

bravocado 11.99
toasted ciabatta topped with avocado, marinated bruschetta roma tomatoes, feta cheese and balsamic drizzle

jalapeño popper 11.99
artisan sourdough toast topped with cream cheese, avocado, jalapeno, chopped bacon and cilantro

soyrizo avocado toast 12.99
artisan sourdough toast avocado, tomatoes, and Morning Star Farms soy chorizo crumbles topped with cilantro



HOT SANDWICHES

all sandwiches, hot and cold, served with chips, spring mix salad, or fruit, sub gluten-free bread \$1 *sub vegan garden burger \$1

pecos grille 13.99
jalapeno pepper-grilled chicken breast, jack and cheddar cheese, lettuce, mayo and tomato on grilled sourdough

grilled cheese "melt-down" 13.99
jack cheddar, swiss american, and cream cheese with jalapeños, bacon and tomato on grilled multi grain

daily burger 13.99
american, zack sauce, pickle, lettuce, tomato, grilled onion fried egg on brioche sub impossible burger \$2

avocado turkey burger 13.99
marinated turkey patty, cheddar, chipotle sauce, lettuce, tomato and avocado on brioche

focaccia roma-chicken 13.99
grilled chicken, marinated bruschetta roma tomatoes, balsamic mayo, lettuce and provolone cheese on toasted focaccia

garden patty melt 14.99
gardenburger topped with mozzarella "chizz", spring mix, caramelized onions, tomato and house-made veganaise *household island spread on grilled sourdough bread

natie bomb 13.99
smoked bacon, turkey, apple, caramelized onions, sundried tomato mayo and cheddar cheese on grilled multi grain

COLD SANDWICHES

carefree club 13.99
smoked turkey, bacon, avocado, swiss, cheddar, and gorgonzola cheese, ranch, tomato, lettuce on toasted focaccia

smokehouse avocado stack 13.99
smoked turkey, tomatoes, avocado, lettuce and mayo on multi grain

ultimate bit 13.99
bacon, lettuce, tomato, avocado, mayo and fried egg on multi grain

turkey pesto 13.99
turkey, roma tomatoes, provolone cheese, roasted walnuts, pesto dressing and spring mix on toasted focaccia

chicken caesar wrap 13.99
grilled chicken, romaine, parmesan, caesar dressing

housemade chili
served with tortilla strips, topped with cheese and green onion
cup \$5.99 / bowl \$8.99



SALADS

mediterranean fresh 12.99
fresh spring greens, avocado, artichoke, cucumber, red pepper, kalamata olives, red onion, feta cheese, sunflower seeds and balsamic vinaigrette dressing, add chicken \$2

original chop 14.99
arugula, red cabbage, cranberries, corn, pecans, chicken, feta cheese, couscous, red pepper, green onion and house made basil pesto dressing

peppered parmesan chicken 14.99
grilled chicken sautéed, with cashews, red peppers, tomato, and a hint of garlic on romaine lettuce with italian dressing topped with fresh parmesan cheese

waldorf chicken 14.99
fresh spring greens, chicken, candied pecans, apples, carrots, gorgonzola cheese and house made apple cider dressing

LITTLE JAMMERS

kids 12 & under, comes with choice of small soft drink or oj/apple 9.99

breakfast combo 9.99
choice of egg, protein and toast with grilled potatoes

mickey pancake & whip cream 9.99

french toast & whip cream 9.99

chicken strips & house chips 9.99

grilled cheese & house chips 9.99

pb+j & house chips 9.99

SMOOTHIES

add chocolate or vanilla plant-based protein powder \$1

strawberry banana 8.99
banana, strawberries, oj, and vanilla honey yogurt

blueberry blast 8.99
blueberries, oj, strawberries, and vanilla honey yogurt

the hulk 8.99
spinach, banana, green apple, oj, and vanilla honey yogurt

pb+j 8.99
soy milk, blueberries, strawberries, and peanut butter

peanut butter pump 8.99
almond milk, peanut butter, chocolate protein powder, and banana

protein bean 8.99
2 espresso shots, peanut butter, banana, gourmet chocolate sauce, almond milk, chocolate protein powder

EGG STRAS

| | | | |
|------------------------|------|-------------|------|
| bacon, canadian | 4.99 | two eggs* | 5.99 |
| bacon, sausage, | | toast | 5.99 |
| soy chorizo, or turkey | | fruit | 4.99 |
| sausage | | house chips | 2.99 |
| grilled potatoes | 3.99 | | |
| spring mix salad | 4.99 | | |



COFFEE

coffee is locally roasted by Great Lakes Coffee Roasting Co. drinks made with choice of dairy, soy, oat or almond milk

espresso 2.99 / 3.99 / 4.99
single / double / quad

americano 3.99

shot in the dark 4.99

cappuccino 4.99

latte 4.99
vanilla / chai / caramel

mocha 4.99
mocha / white chocolate

dirty chai 4.99

caramel macchiato 4.99

hot chocolate 3.99

cold brew / nitro brew 5.99

coffee / decaf 3.99
free refills

hot tea 3.99

iced tea / soda 3.99
free refills

37611 W 12 Mile Rd
Farmington Hills, MI 48351
(248)246-1921
dailyjam.theansaraconcepts.com
www.mydailyjam.com

catering available
please call or email for details

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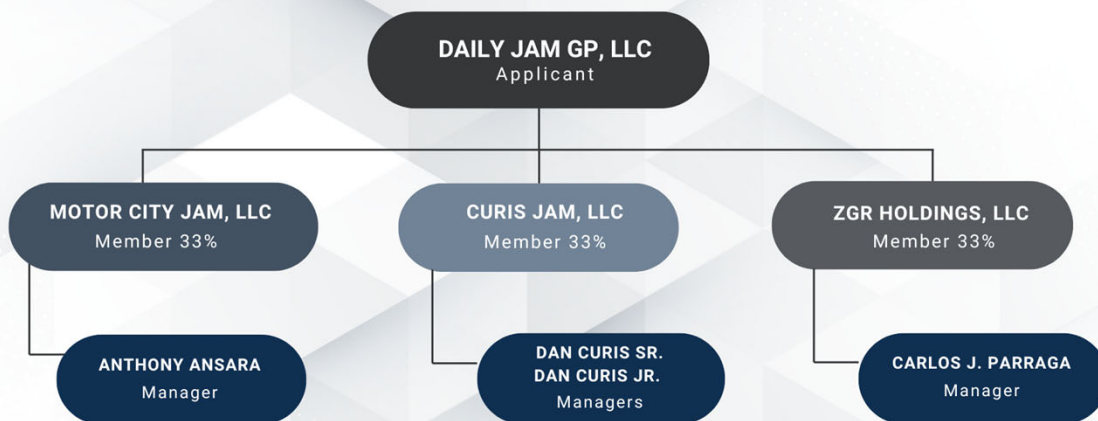


DAILY JAM

- Daily Jam GP, LLC, the Applicant, is a Michigan limited liability company formed on May 23, 2024, for the purpose of pursuing this opportunity in the City.
- Daily Jam is owned by 3 groups with extensive experience in the restaurant industry and substantial financial resources, ensuring the establishment is well-capitalized and positioned for long-term success.

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ORGANIZATIONAL STRUCTURE



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ANSARA FAMILY HISTORY

- In 1951, Andrew and George Ansara, two brothers from Aita El Foukhar, a small village in the mountains of Lebanon, came to Detroit, Michigan in pursuit of the American dream of business ownership.
- With an unexpected loan from their milkman who had faith in their dream, they purchased their first business, Coyle Market, a small grocery business in West Detroit in 1955, followed by Gee's Drive-In Restaurant in Allen Park.
- In 1961, they opened their first Big Boy restaurant in Garden City, Michigan, turning their dreams into reality.
- Today, more than 60 years later, the Ansara Restaurant Group is a nationally recognized leader in the restaurant and real estate industries.



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- Since 1961, the Ansara family has owned and operated restaurants across Michigan and the nation, with the 3rd generation now leading the way. The Ansara family owns all 19 Red Robin restaurants in Michigan, and 3 in Ohio, all of which hold liquor licenses. The Ansaras plan to continue to development of the Red Robin concept throughout MI and Ohio. The Ansara family also operates 5 Twin Peaks restaurants in Michigan and Ohio and 2Booli in Farmington Hills, all licensed establishments. The Ansara family has owned liquor licenses in their operations since 1993.
- In 2019, the Ansaras began collaborating with the owners of Daily Jam, a popular breakfast, lunch, and brunch chain from Arizona, to bring the concept to Michigan. Despite pandemic delays, they launched their first Daily Jam in Farmington Hills in December 2024 to excellent reviews. Future expansion plans include Grosse Pointe Woods, in partnership with the Curis family, and broader development across Michigan.
- The Ansara family is a highly qualified restaurateur and proven operator of licensed establishments. They are familiar with the intricacies of the operation of a restaurant and compliance with the Michigan Liquor Control Code.
- The Curis family owns the existing Big Boy restaurant in the City and has been an excellent corporate citizen of the City for 48 years.
- The ZGR group owns the original Daily Jam in Tempe, Arizona and owns all of the intellectual property of the Daily Jam concept.



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MOTOR CITY JAM, LLC

Anthony Ansara, Manager

- Vice President of Ansara Concepts, Inc.
- Member of Motor City Peaks, LLC
- Member of Peaks Properties, LLC
- Anthony began working for the family business as a child. Anthony and his brothers are 3rd generation restaurateurs.
- Following his graduation from Northwood University, Anthony worked with his brothers to develop, open and operate Burgrz. Anthony currently serves as Operations Director for Burgrz and is involved in Twin Peaks operations as well.
- Anthony heads up Motor City Jam, LLC which is developing Daily Jam with a current location in Farmington Hills and hopefully a second location in Grosse Pointe Woods. The plan is to continue to develop and operate Daily Jam Breakfast, Lunch and Brunch restaurants throughout Michigan and beyond.



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MOTOR CITY JAM, LLC

Michael Ansara, Member

- President of Ansara Concepts, Inc.
- Co-Manager of Motor City Peaks, LLC
- Member of Peaks Properties, LLC
- After graduating from Central Michigan University, Michael and his brothers developed, opened and still operate Burgrz, a fast casual better burger concept located in Rochester Hills, Michigan.
- 3rd generation restaurateur.

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MOTOR CITY JAM, LLC



Victor Ansara, Jr., Member

- Secretary/Treasurer of Ansara Concepts, Inc.
- Member of Motor City Peaks, LLC
- Member of Peaks Properties, LLC
- Victor began his restaurant career as a child working in his father's restaurant business.
- Victor is a graduate of Central Michigan University.
- He worked with his brothers in Burgrz and serves as COO for Motor City Peaks' Twin Peaks development.
- 3rd generation restaurateur.

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MOTOR CITY JAM, LLC



Nicolas Ansara, Member

- Nicolas grew up in the restaurant business.
- He graduated with a dual Master's in Architecture and Sustainability from Arizona State University. He currently works as an architect in the Phoenix area.
- He has been a shareholder and member of the family restaurant business with Burgrz, Twin Peaks and now Daily Jam. He continues to assist the business consulting regarding design and architectural matters. He also assists with social media marketing.
- 3rd generation restaurateur.

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MOTOR CITY JAM, LLC

Victor Ansara

- CEO and President of Ansara Restaurant Group, Inc.
- President and Co-Manager of Motor City Peaks, LLC and Peaks Properties, LLC
- After graduating from U of M and law School at MSU, Victor practiced law for 8 years at which point he moved back into the restaurant business with the signing of a Development Agreement with Red Robin. Since that time, Ansara Restaurant Group, Inc. has become the largest franchisee in the Red Robin system.



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CURIS JAM, LLC

Daniel Curis, Sr., Managing Member

- Owner/Operator of the Grosse Pointe Woods Big Boy since 1978
- Owner/Operator of CHAMPS Rotisserie since 2007
- Chairman, Local Officers Compensation Committee
- 2024 Grosse Pointe Woods Chamber of Commerce Strategic Planning Process
- Member & Supporter of Local Law Enforcement Community
- Served on the Grosse Pointe Chamber of Commerce Board



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CURIS JAM, LLC

Daniel Curis, Jr.

- Dan represents the third generation of the Curis family business.
- He gained earlier experience working in the Big Boy business throughout high school and college, primarily at the Grosse Pointe Woods location.
- Dan pursued a degree in Business Management at Wayne State University.
- He played a key role in managing Champs after its acquisition in 2007, overseeing operations alongside the Big Boy location until the family got involved with Detroit Wing Company in 2021.
- Currently, Dan oversees operations for two Detroit Wing Company locations in addition to managing Big Boy and Champs.

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ZRG HOLDINGS, LLC

C. Javier Parraga, Manager

- CEO and Chairman of Zippy Shell USA, LLC, ("Zippy Shell") since the company's formation until May 31, 2015.
- An accomplished strategist and sales professional, his vision and expertise on franchise development.
- Exceptional track record of business development and implementation of sales and servicing platforms.

Rick Del Sontro, Member

- Served as President & CEO of Zippy Shell for 8 years.
- Navigated the company from a start-up concept in the U.S. to the fastest growing moving and storage franchise business in the country.

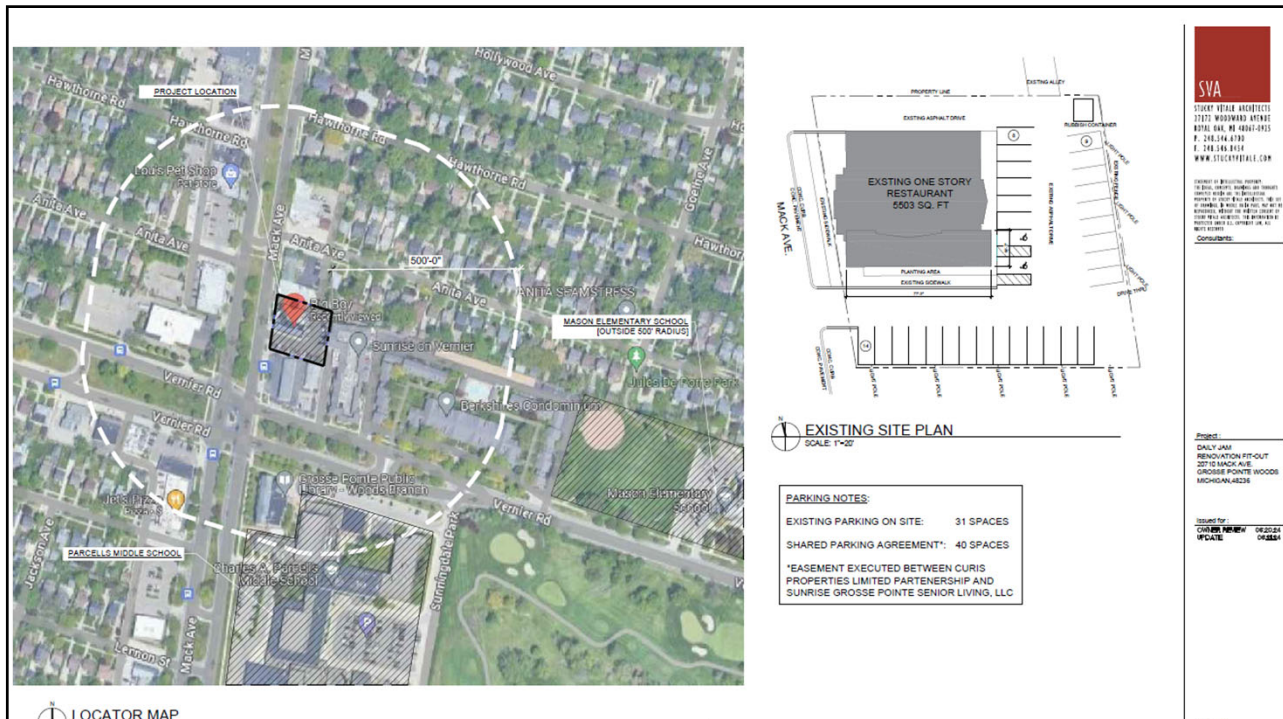
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LOCATION, LOCATION, LOCATION

- 20710 Mack Avenue, Grosse Pointe Woods, Michigan 48236, current Big Boy restaurant.
- The existing Big Boy Franchise Agreement will expire April 2025 and will not be renewed. The location will not continue as a Big Boy under any circumstances.
- Renovation construction will begin on approximately September 1, 2024, and complete the renovation construction on November 1, 2024.



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