



LAW OFFICES

**ADKISON, NEED, ALLEN, & RENTROP**

PROFESSIONAL LIMITED LIABILITY COMPANY

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February 22, 2023

VIA OVERNIGHT MAIL

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

**Re: Crispelli's, LLC Application for New Class C Liquor License  
19850 Mack Avenue, Grosse Pointe Woods, Michigan 48236**

Dear Mr. Antolin:

This is Crispelli's, LLC ("Crispelli's") request for a new Class C liquor license from the City of Grosse Pointe Woods. According to the Michigan Liquor Control Commission's website, Grosse Pointe Woods has 2 new quota on premise licenses available.

Crispelli's request is to operate Crispelli's Bakery and Pizzeria. Crispelli's is known across Southeastern Michigan for providing its customers with an affordable gourmet culinary experience. This request for a new liquor license will bring the well-known Crispelli's name to the Grosse Pointe Woods community.

Crispelli's will operate this location with the same degree of expertise and excellence as its other five locations: Berkley, West Bloomfield, Clarkston, Royal Oak, and Troy (four locations currently hold liquor licenses). Berkely was licensed in 2012; West Bloomfield was licensed in 2014; Troy was licensed in 2016; and Clarkston was licensed in 2019. Royal Oak doesn't hold a liquor license; it is a bakery/retail store.

The applicant company is Crispelli's, LLC, a Michigan limited liability company. Please find further details about Crispelli's, LLC's ownership in the attached organization chart.

This request is for a new Class C Liquor License (sale and service of beer, wine and spirits for consumption on the premises) and an SDM License (sale of beer and wine, only, for consumption off the premises). The requested new Liquor License will include Sunday Sales (AM) and Sunday Sales (PM) permits. These permits allow the owner to do the following:

- **Sunday Sales AM Permit:** Allows the licensee to sell beer, wine, and spirits before noon on Sundays.

- **Sunday Sales PM Permit:** Allows the licensee to sell spirits after noon on Sundays.

Crispelli's proposed hours of operation are Monday - Saturday from 11:00 AM - 9:00 PM and Sunday from 11:00 AM - 8:00 PM. There will be interior seating for 45 patrons. Crispelli's will hire 35 full- and part-time employees.

Crispelli's has a lease with landlord VDG Grosse Pointe, LLC for a 2,700 square foot building. The lease is for ten years with two 5-year options. Crispelli's intends to stay in Grosse Pointe Woods for years to come.

Crispelli's will renovate the existing building that was formally a market. The cost for the renovations is approximately 1.1 million dollars. The funds for this project will be derived from Crispelli's sales from their existing locations.

Enclosed please find the following documentation for your investigation:

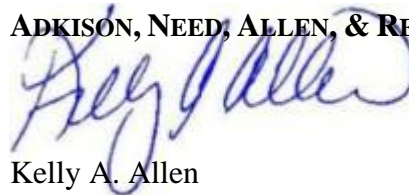
1. Check for Two-Thousand, Five Hundred Dollars (\$2,500.00);
2. Affidavit as required by Grosse Pointe Woods City Code Section 4-24;
3. Organization Chart for Crispelli's, LLC;
4. Articles of Organization for Crispelli's, LLC;
5. Lease Agreement;
6. Form LC 95;
7. All forms submitted to the MLCC for review;
8. Site Plan;
9. Floor Plan; and
10. Proposed Menu.

**Please consider all personal and business documents confidential, and please do not release any of this documentation to the public.**

We appreciate the city's prompt review of this application. If you have any questions or need any further information, please do not hesitate to contact my office. Thank you for your assistance in this matter.

Very truly yours,

**ADKISON, NEED, ALLEN, & RENTROP, PLLC**



Kelly A. Allen

/lp  
Enclosures

**GROSSE POINTE WOODS ALCOHOLIC LIQUORS APPLICATION AFFIDAVIT AS  
REQUIRED BY CITY CODE SECTION 4-24**

Mark Artinian, being first duly sworn, deposes and says as follows:

1. I am the manager and an ultimate member of Crispelli's - Holdings, LLC.
2. Crispelli's – Holdings, LLC is a wholly owned subsidiary of the Applicant company, Crispelli's, LLC (“Crispelli's” or “Applicant”).
3. Crispelli's is applying for a new quota license from Grosse Pointe Woods for operation at 19850 Mack Ave. Grosse Pointe Woods, MI 48236.
4. Crispelli's, LLC is currently in existence under valid articles has applied for ownership of a new liquor license with the Michigan Liquor Control Commission (“MLCC”) and the City of Grosse Pointe Woods.
5. Grosse Pointe Woods City Code Section 4-24 requires an applicant to submit an affidavit with additional information about the applicant company for an application for a new liquor license.

I provide the requested information as follows:

- (a) *Please see attached Organizational Chart for ownership information for Crispelli's, LLC.*
- (b) *The applicant, Crispelli's, LLC, is not an individual. It is a Michigan limited liability company. All members are citizens of the United States of America.*
- (c) *See attached Articles of Organization for Crispelli's, LLC.*
- (d) *Crispelli's, LLC was organized for the purpose of owning and operating Crispelli's Bakery and Pizzeria. Crispelli's has five other highly successful location across the Metro-Detroit Area, four locations hold liquor licenses. They are highly respected in the industry due to successful restaurants and long tenure of ownership in restaurants of the kind.*
- (e) *Crispelli's, LLC will have the financial ability to operate the business by virtue of their savings and profits from five other successful locations.*
- (f) *See attached Lease for premises located at 19850 Mack Ave.*
- (g) *The applicant has not made any other similar applications for this premises other than this one.*
- (h) *No member of Crispelli's has 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 Grosse Pointe Woods City Code Section 4 or the laws of the state.*

- (i) *Neither Crispelli's nor its members will violate any of the laws of the state, of the United States or any ordinance of the city in the conduct of its business.*
- (j) *Crispelli's is requesting approval for new Class C License and new SDM license.*
- (k) *See attached MLCC form LC 95 for Proof of Financial Responsibility. (Please note that the insurance will be bound, and a completed form will be provided to the MLCC.)*
- (l) *See attached forms submitted to the MLCC for new license application.*

5. Grosse Pointe Woods City Code Section 2-24(2) requests information regarding site location and design implementation. Please find all necessary documents attached to this affidavit.

Further deponent sayeth not.



Mark Artinian, on behalf of Crispelli's, LLC

SUBSCRIBED AND SWORN to before me, a notary public for the County of Oakland, this 22 day of February, 2023.



My Commission expires: 5/5/2023

LAURA BETH PETERS  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires May. 05, 2023  
Acting in the County of Oakland



### 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): CRISPELLI'S, LLC	
Address to be licensed: 19850 Mack Ave	
City: Grosse Pointe Woods	Zip Code: 48236
City/township/village where license will be issued: City of Grosse Pointe Woods	County: Wayne
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):	
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:	\$965.00	<b>TOTAL FEES:</b>	<b>\$1,105.00</b>
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**Schedule A - Licenses, Permits, & Permissions**

Applicant name: CRISPELLI'S, LLC

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	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.

**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):	\$265.00
<b>TOTAL FEES DUE:</b>	<b>\$1,105.00</b>

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:	Fee Code MLCC Use Only
<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="radio"/> Dance <input type="radio"/> 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	4012
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	

Off Premises Permits:	Base Fee:	Fee Code MLCC Use Only
<input 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	4032
<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.

**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: CRISPELLI'S - HOLDINGS, LLC			
Home address: 1890 SOUTHFIELD ROAD			
City: BIRMINGHAM,		State: MI	Zip Code: 48009
Business Phone:	Cell Phone: 248-921-7348	Email: glen@crispellis.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
226450, 235060, 241647 265092			
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	
<b>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.</b>			
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).

Mark Artinian



2/22/03

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.

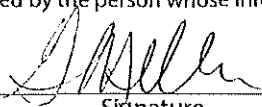
Name: AWMM Holdings, LLC		
Home address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM,	State: MI	Zip Code: 48009
Business Phone:	Cell Phone: 248-921-7348	Email: glen@crispellis.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If <b>Yes</b> , 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. <span style="float:right"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>		
226450, 235060, 241647 265092		
Do you hold 10% or more interest in the applicant entity? <span style="float:right"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>		
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
<b>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.</b>		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , 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 <b>Yes</b> , 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).

Glen Willson		2-20-2023
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: BWG Inv 3, LLC		
Home address: 450 Lexington Ave, 4th Floor		
City: New York	State: NY	Zip Code: 10017
Business Phone: 646-598-9221	Cell Phone: 908-581-6546	Email: lgrossman@beckway.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 226450, 235060, 241647 265092		
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.		

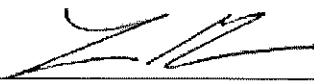
**Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).**

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			
<b>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.</b>			
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).

Lawrence Grossman, CFO



2/21/2023

Print Name

Signature

Date





**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): CRISPELLI'S, LLC		
Address: 19850 Mack Ave		
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.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:

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.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
CRISPELLI'S - HOLDINGS, LLC 1890 SOUTHFIELD ROAD BIRMINGHAM, MI 48009	100%	11/9/2017

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

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**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:

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:	Glen Willson, Mark Artinian, Kenneth Morelli and Joseph Morelli-authorized signers
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
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.

Mark Artinian, Authorized signer  
 \_\_\_\_\_  
 Print Name of Applicant or Licensee & Title

*Mark Artinian*  
 \_\_\_\_\_  
 Signature of Applicant or Licensee

2/22/23  
 \_\_\_\_\_  
 Date

Please return this completed form to:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
 Fax to: 517-763-0059



**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): CRISPELLI'S - HOLDINGS, LLC		
Address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM	State: MI	Zip Code: 48009

**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:

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:
AWMM Holdings LLC 1890 SOUTHFIELD ROAD BIRMINGHAM, MI 48009	76.05%	8-11-2020
BWG Inv 3, LLC , 450 Lexington, Level 4, New York, NY,	23.95%	8-11-2020

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:




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

**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:

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:	Glen Willson, Mark Artinian, Kenneth Morelli and Joseph Morelli-Members
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
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.

Mark Artinian, Member  
 Print Name of Applicant or Licensee & Title

*Mark Artinian*  
 Signature of Applicant or Licensee

2/22/23  
 Date

Please return this completed form to:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
 Fax to: 517-763-0059



### 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): AWMM Holdings LLC		
Address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM	State: MI	Zip Code: 48009

**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:

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:
Mark Artinian, 19320 Devonshire, Beverly Hills, MI, 48025	71.7%	8-11-2020
Glen Willson, 24003 Elizabeth Lane, Novi, MI, 48374	10%	8-11-2020
Kenneth Morelli, 1105 N Alexander, Royal Oak, 48067	9.5%	8-11-2020
Joseph Morelli, 3845 Shellmarr, Bloomfield Hills, 48302	9.5%	8-11-2020

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:




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

**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:

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:	Glen Willson, Mark Artinian, Kenneth Morelli and Joseph Morelli-authorized signers
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
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.

Mark Artinian, Authorized signer		2/22/23
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  
 Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
 Fax to: 517-763-0059





**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): BWG Inv 3, LLC		
Address: 450 Lexington Ave, 4th Floor		
City: New York	State: NY	Zip Code: 10017

**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:

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:
Beckway Group, LLC, 450 Lexington Ave, 4th Fl, New York, NY 10017	77.5%	2-19-2019
Mark Habner, 30 Elm Road, Bronxville, NY 10708	15.0%	2-27-2019
Jacob Watson, 190 Belle Meade Lane, Memphis, TN 38117	2.5%	4-15-2019
Jon Bloomfield, 127 Amherst Place, Atlanta, GA 30327	2.5%	4-3-2019
Matt Courtney, 2512 East 6th Street, Unit A, Austin, TX 78702	2.5%	11-15-2019

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

Hemingway Capital LLC, 450 Lexington Ave, 4th Floor, New York, NY 10017



**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:

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:	Lawrence Grossman- CFO
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
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.

Lawrence Grossman, CFO

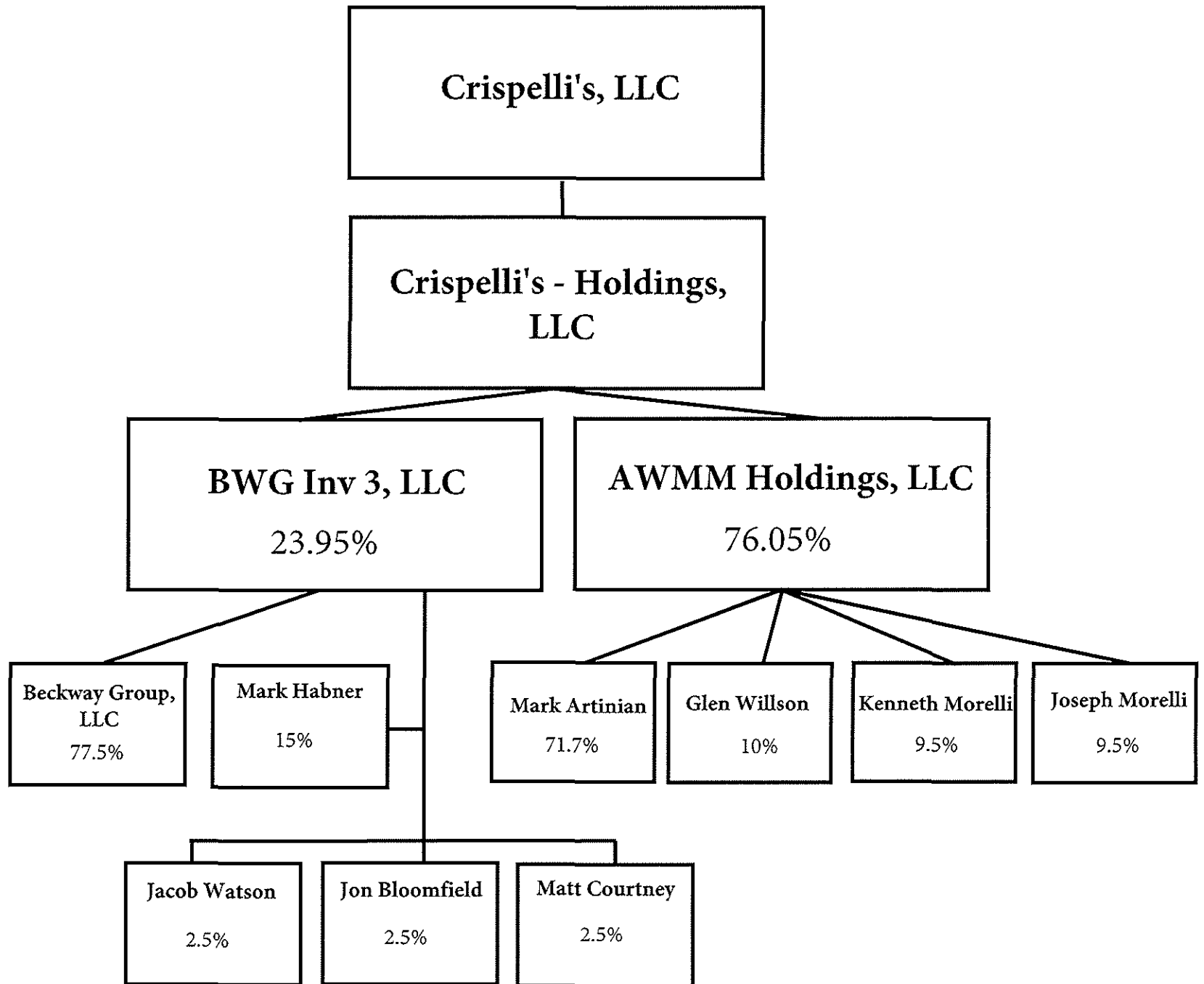
2/21/2023

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  
 Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
 Fax to: 517-763-0059



*Michigan Department of Energy, Labor & Economic Growth*

*Filing Endorsement*

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

*for*

*CRISPELLI'S, LLC*

*ID NUMBER: D5061R*

*received by facsimile transmission on November 9, 2010 is hereby endorsed*

*Filed on November 9, 2010 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 9TH day of November, 2010.*

A handwritten signature in black ink, appearing to read "A. Sheffer", written in a cursive style.

*Director*

**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES**

(FOR BUREAU USE ONLY)

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

John D. Gatti

Address

500 Woodward Ave., Ste. 2500

City

State

Zip Code

Detroit

MI

48226

EFFECTIVE DATE:

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

**ARTICLES OF ORGANIZATION**

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

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

**ARTICLE I**

1. The name of the limited liability company is: Crispelli's, LLC

**ARTICLE II**

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

**ARTICLE III**

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

**ARTICLE IV**

- The street address of the location of the registered office is: 25000 Guenther Road Warren, Michigan 48091  
(Street Address) (City) (ZIP Code)
- The mailing address of the registered office if different than above: \_\_\_\_\_, Michigan \_\_\_\_\_  
(P.O. Box or Street Address) (City) (ZIP Code)
- The name of the resident agent at the registered office is: Allen Jawad

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

The business and affairs of the Company shall be managed by one or more managers as selected by the members from time to time.

Signed this 5<sup>th</sup> day of November, 2010

By John D. Gatti  
(Signature(s) of Organizer(s))

John D. Gatti  
(Type or Print Name(s) of Organizer(s))

# Alcohol Information Management System <sup>(1)</sup>

Michigan Liquor Control Commission

## Search Active/Escrowed Licensees

### Licensee Details

**Licensee Name**

CRISPELLI'S-CLARKSTON, LLC  
 Doing Business As (DBA)  
 CRISPELLI'S

**Business ID**

265092  
 Local Governmental Unit (LGU)  
 INDEPENDENCE TWP

**Status**

Active

**County**

OAKLAND

**Address**

6756 Dixie Hwy Ste D Clarkston, MI 48346-2003  
 Phone

Go Back

### Insurance / Financial Responsibility

Show  entries Copy CSV Excel Print

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543103	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries

Previous 1 Next

### Subordinates

Show  entries Copy CSV Excel Print

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active

Showing 1 to 1 of 1 entries

Previous 1 Next

### Licenses

To view details of a license, please click the button to expand the license details.

Show  entries Copy CSV Excel Print

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000422130	Retail - On Premises	Class C	Regular	Active	11/26/2019	4/30/2023	N/A	Yes	
L-000422131	Retail - Off Premises	Specially Designated Merchant	N/A	Active	11/26/2019	4/30/2023	MCL 436.1533(5)(a)	No	

Showing 1 to 2 of 2 entries

Previous  Next

### Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show  entries

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 19-3325	Sunday Sales (AM)		Issued	11/26/2019	4/30/2023	N
+ 19-3326	Sunday Sales (PM)		Issued	11/26/2019	4/30/2023	N

Showing 1 to 2 of 2 entries

Previous  Next

### Historical Sales Record

Show  entries

Year	Month	License	Sales Amount
2020		L-000422130	\$9,406.34
2021		L-000422130	\$12,977.50
2022		L-000422130	\$14,032.42

Showing 1 to 3 of 3 entries

Previous  Next

# Alcohol Information Management System <sup>(1)</sup>

Michigan Liquor Control Commission

## Search Active/Escrowed Licensees

### Licensee Details

**Licensee Name**

CRISPELLI'S - TROY, LLC  
 Doing Business As (DBA)  
 CRISPELLI'S

**Business ID**

241647  
 Local Governmental Unit (LGU)  
 TROY CITY

**Status**

Active

**County**

OAKLAND

**Address**

645 E Big Beaver RdTroy, MI 48083-1402  
 Phone

Go Back

### Insurance / Financial Responsibility

Show  entries Copy CSV Excel Print

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543102	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries Previous  Next

### Subordinates

Show  entries Copy CSV Excel Print

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active

Showing 1 to 1 of 1 entries Previous  Next

### Licenses

To view details of a license, please click the button to expand the license details.

Show  entries Copy CSV Excel Print




License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000260268	Retail - On Premises	Class C	Regular	Active	3/28/2016	4/30/2023		Y	
L-000260269	Retail - Off Premises	Specially Designated Merchant	N/A	Active	3/28/2016	4/30/2023		Y	

Showing 1 to 2 of 2 entries

Previous 1 Next

### Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show 10 entries Copy CSV Excel Print

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 18-18690	Sunday Sales (PM)		Issued	3/28/2016	4/30/2023	N
+ 18-18691	Sunday Sales (AM)		Issued	3/28/2016	4/30/2023	N
+ 18-18692	Additional Bar		Issued	3/28/2016	4/30/2023	N
+ 18-27298	Outdoor Service Area		Issued	3/28/2016	4/30/2023	N

Showing 1 to 4 of 4 entries

Previous 1 Next

### Historical Sales Record

Show 10 entries Copy CSV Excel Print

Year	Month	License	Sales Amount
2020		L-000260268	\$5,837.88
2021		L-000260268	\$11,079.65
2022		L-000260268	\$12,250.57

Showing 1 to 3 of 3 entries

Previous 1 Next

### Violations

Show 10 entries Copy CSV Excel Print

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-506858	1/29/2020	Closed	Sold or furnished alcoholic liquor to unnamed minor X-395, (19), date of birth December 20, 2000, who was less than twenty-one (21) years old : (LCC Inv Toma/Clerk Hannah Josephine Reardon/ID Checked)	2/21/2020 Lic Ack Clemente 5/8/2020 Therefore, the Commissioner Orders a penalty fine of \$500 for the charge in this matter. The Commissioner further Orders the Licensee to serve a suspension of twenty-five (25) continuous days, to run consecutively and not concurrently with any other suspension Ordered by the MLCC, if the fine is not paid within forty-five (45) days from the mailing date of this Order. 801(2)

Showing 1 to 1 of 1 entries

Previous 1 Next

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[Back to Top](#)

# Alcohol Information Management System

Michigan Liquor Control Commission

## Search Active/Escrowed Licensees

### Licensee Details

**Licensee Name**

CRISPELLI'S, LLC  
Doing Business As (DBA)  
CRISPELLI'S

**Business ID**

235060  
Local Governmental Unit (LGU)  
WEST BLOOMFIELD TWP

**Status**

Active

**County**

OAKLAND

**Address**

6690 Orchard Lake RdWest Bloomfield, MI 48322-3402

**Phone**

(248) 921-7348

Go Back

### Insurance / Financial Responsibility

Show 10 entries

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543101	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries

Previous  Next

### Subordinates


Show 10 entries

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active
GLEN WILLSON	Member	Inactive
JOSEPH MORELLI	Member	Inactive
KENNETH MORELLI	Member	Inactive
MARK ARTINIAN	Member	Inactive

Showing 1 to 5 of 5 entries

Previous  Next

### Licenses

To view details of a license, please click the  button to expand the license details.


Show  entries

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000242817	Retail - On Premises	Class C	Regular	Active	9/25/2014	4/30/2023		Y	
L-000242818	Retail - Off Premises	Specially Designated Merchant		Active	9/25/2014	4/30/2023		Y	

Showing 1 to 2 of 2 entries

Previous  Next

### Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show  entries

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 18-12529	Additional Bar		Issued	9/25/2014	4/30/2023	N
+ 18-12530	Sunday Sales (AM)		Issued	9/25/2014	4/30/2023	N
+ 18-12531	Sunday Sales (PM)		Issued	9/25/2014	4/30/2023	N
+ 18-12537	Catering		Issued	9/25/2014	4/30/2023	N
+ 18-27165	Outdoor Service Area		Issued	9/25/2014	4/30/2023	N
+ 18-27166	Specific Purpose	Food	Issued	9/25/2014	4/30/2023	N

Showing 1 to 6 of 6 entries

Previous  Next

### Historical Sales Record

Show  entries

Year	Month	License	Sales Amount
2020		L-000242817	\$5,537.95
2021		L-000242817	\$8,210.25
2022		L-000242817	\$6,908.45

Showing 1 to 3 of 3 entries

Previous  Next

### Violations

Show  entries

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00173993		Closed		11/3/2015 PASSED CONTROL BUY OPERATION ON 11-3-2015;BLAU;HARDAWAY;X-319;X-313;

Showing 1 to 1 of 1 entries

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# Alcohol Information Management System <sup>(/)</sup>

Michigan Liquor Control Commission

## Search Active/Escrowed Licensees

### Licensee Details

**Licensee Name**

CRISPELLI'S, LLC  
**Doing Business As (DBA)**  
 CRISPELLI'S

**Business ID**

226450  
**Local Governmental Unit (LGU)**  
 BERKLEY CITY

**Status**

Active  
**County**  
 OAKLAND

**Address**

28939-28945 Woodward AveBerkley, MI 48072-0916  
**Phone**  
 (248) 921-7348

Go Back

### Insurance / Financial Responsibility

Show  entries Copy CSV Excel Print

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543099	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries

Previous 1 Next

### Subordinates

Show  entries Copy CSV Excel Print

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active
GLEN WILLSON	Member	Inactive
JOSEPH MORELLI	Member	Inactive
KENNETH MORELLI	Member	Inactive
MARK ARTINIAN	Member	Inactive

Showing 1 to 5 of 5 entries

Previous 1 Next

### Licenses

To view details of a license, please click the button to expand the license details.


Show  entries

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000209750	Retail - On Premises	Class C	Regular	Active	2/9/2012	4/30/2023		Y	
L-000209751	Retail - Off Premises	Specially Designated Merchant		Active	2/9/2012	4/30/2023		Y	

Showing 1 to 2 of 2 entries

Previous  Next

### Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show  entries

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 18-27218	Outdoor Service Area		Issued	2/9/2012	4/30/2023	N
+ 18-27219	Specific Purpose	Food	Issued	2/9/2012	4/30/2023	N
+ 18-4847	Sunday Sales (PM)		Issued	2/9/2012	4/30/2023	N
+ 18-4848	Sunday Sales (AM)		Issued	2/9/2012	4/30/2023	N
+ 18-4850	Additional Bar		Issued	2/9/2012	4/30/2023	N

Showing 1 to 5 of 5 entries

Previous  Next

### Historical Sales Record

Show  entries

Year	Month	License	Sales Amount
2020		L-000209750	\$7,773.89
2021		L-000209750	\$8,195.57
2022		L-000209750	\$17,519.78

Showing 1 to 3 of 3 entries

Previous  Next

### Violations

Show  entries

Violation #	Date Violation Occurred	Status	Violation Description	Event/Decision
CV-00154004	8/10/2012	Closed	FAILED, REFUSED OR NEGLECTED TO OBEY A WRITTEN ORDER OF THE COMMISSION DATED 01-25-2012 BY FAILING TO PROVIDE PROOF OF SUCCESSFUL COMPLETION OF AN ALCOHOL SERVER TRAINING PROGRAM APPROVED BY THE COMMISSION WITHIN 180 DAYS OF THE ISSUANCE OF THE LICENSE: 02-09-2012 : (MLCC SERVER TRAINING COORDINATOR)	9/13/2012 LIC ACK COMMISSIONER CLEMENTE 10/1/2012 \$50 OR 3 DAYS SUSP.

Showing 1 to 1 of 1 entries

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Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll Free (866) 813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)  
Insurance Unit E-Mail [mlccinsurance@michigan.gov](mailto:mlccinsurance@michigan.gov)

## Proof of Financial Responsibility Form (LC-95) Instructions

Effective July 1, 2017, the MLCC will securely dispose of any insurance documents it receives from insurance companies that are mailed to the MLCC, including Acord documents. The MLCC will not notify the insurance company that mailed the documents of this, nor will it notify the insured applicant or licensee. It is the responsibility of the applicant or licensee to ensure that the required proof of liquor liability insurance has been received by the MLCC using the Commission-approved Proof of Financial Responsibility Form (Form LC-95) pursuant to administrative rule R 436.2005. Acord documents are not acceptable as a substitute for the LC-95 form and will be disposed of securely whether submitted by mail, fax, or email. Applicants, licensees, or insurance companies may submit the LC-95 form in electronic format.

### General Information

Effective April 1, 1988, retail liquor licensees are required to file and maintain Proof of Financial Responsibility with the Michigan Liquor Control Commission (MLCC). This filing requirement must be met before a new license can be issued or an existing license renewed.

This requirement can be met by: (1) filing this form, or (2) filing a different Proof of Liquor Liability Insurance form which has been approved by the MLCC and is often available through insurance carriers.

### 1. Licensee Mailing Addresses:

The mailing address is the address to which all correspondence should be addressed (such as a corporate office). This address may be a different one than the address of the licensed business. The MLCC will enter the Licensee Mailing Address on the form it issues. This is not required information.

### 2. Licensee Information:

This is required information. A separate form is required for each licensed location.

For those forms not issued by the MLCC, please refer to the liquor license and enter the license number, including the prefix type (such as SDD, SDM, Class C, etc.), licensee name, and the address at this licensed location (including street number and name, city, state, and zip code).

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LICENSEES HAVE A CHOICE AS TO HOW THEY MAY FULFILL THE PROOF OF FINANCIAL RESPONSIBILITY REQUIREMENT. BOXES 3 THROUGH 10 OF THE MLCC PROOF OF FINANCIAL RESPONSIBILITY FORM LC-95 INDICATE THE TYPE OF CHOICES AVAILABLE. ONE BOX MUST BE CHECKED. PLEASE REFER TO THESE DETAILED INSTRUCTIONS REGARDING SELECTIONS AND OTHER REQUIRED DOCUMENTS:

### 3. Liquor Liability Insurance:

Liquor Liability insurance policies of at least \$50,000 issued by carriers accepted by the MLCC will meet the proof of financial responsibility requirement. If MLCC form LC-95 is used, the authorized agent must enter the information requested and sign the form at the bottom. The signature certifies to the MLCC that the insurance policy is for an amount of at least \$50,000 and that it complies with the provisions of MCL 436.1801 and Commission rules that apply to proof of financial responsibility.

### Do not send a copy of your insurance policy.

If the carrier chosen for liquor liability coverage is a nonadmitted carrier and the carrier has not submitted a specimen policy for Commission review and acceptance, the proof will not be accepted. The Commission requires 30 to 90 days for review and acceptance of a specimen policy. This may include contact with the Department of Insurance and Financial Services concerning the nonadmitted carrier.

### 4. Constant Value Bond:

A constant value bond provides coverage for each claim and the face amount of the bond is not reduced if payment is made on any claim. If a constant value bond is used as proof of financial responsibility, the bond must be for an amount not less than \$50,000 and must be submitted on the appropriate form supplied by the MLCC. The constant value bond must be written only through an admitted carrier and must be accompanied by a Power of Attorney for the individual signing on behalf of the surety. The constant value bond must be signed by all partners or co-licensees on the license. Licensees having more than one licensed location must file a separate constant value bond and LC-95 for each location. The constant value bond must contain original signatures.

Instructions Continued on Next Page

### **5. Certificate of Deposit:**

If a certificate of deposit is used as proof of financial responsibility, it must have a value of at least \$50,000 and provisions to maintain a balance of this amount at all times. A pledge agreement supplied by the MLCC is also required as a filing document when the certificate of deposit is chosen.

The certificate of deposit must provide for the State of Michigan as first claimant and use the federal ID number or social security number of the licensee for tax and interest purposes. It must be issued by a bank, savings bank, savings & loan association, or credit union that is licensed to do business in Michigan.

The certificate of deposit must be maintained for two years after the licensee ceases to operate the licensed business or a new proof of financial responsibility is submitted. The LC-95 form and pledge agreement must be signed by an officer of the financial institution and a safekeeping receipt must also be submitted. The licensee must also sign the pledge agreement. **The pledge agreement & safekeeping receipt must contain original signatures of all parties.**

### **6. Cash**

If cash is submitted to the Commission as proof of financial responsibility, it will be held by the Commission for two years after the licensee ceases to operate the licensed business or a new proof of financial responsibility is submitted.

### **7. Stocks or Bonds**

If stocks or bonds are used as proof of financial responsibility, please contact the Insurance Unit of the Licensing Division to obtain the pledge agreement and a copy of the financial responsibility rules which outline the specific types of acceptable securities. (Note: The Assistant Attorney General's office has determined that shares in a mutual fund do not qualify under the definitions of securities in Rule 436.2001.) The pledge agreement and LC-95 must be completed and signed by an officer of the brokerage firm or financial institution where the actual stock certificates are held. The licensee must also sign the pledge agreement. A listing of the stocks and bonds which include the price per share and number of shares is also required as a filing document when stocks or bonds are chosen. **The pledge agreement must contain original signatures.**

### **8. Combination of Cash, Stocks, or Bonds:**

A combination of cash, stocks or bonds is also acceptable. Refer to the sections on cash or stocks and bonds (above) for detailed information.

### **9. Irrevocable Trust - If a trust is used as proof of financial responsibility it must:**

- Be irrevocable and have documented principal value of at least \$50,000 and provisions to maintain this amount at all times and must list the trust corpus.
- List the State of Michigan as first claimant and beneficiary for the first \$50,000 of the trust amount.
- Contain a provision that no terms of the trust can be changed, or withdrawals made, without the consent of the MLCC.
- Be administered by a financial institution authorized to operate in Michigan. Attach a complete copy of the Irrevocable Trust to this Proof of Financial Responsibility.
- Remain in effect for two years after the licensee ceases to operate the licensed business or a new Proof of Financial Responsibility is submitted.
- An officer of the financial institution that will administer the trust must sign the LC-95.

### **10. Irrevocable Letter of Credit:**

If an irrevocable letter of credit (not line of credit) is used as proof of financial responsibility, it must have a value of at least \$50,000 and provisions to maintain a balance of this amount at all times. The acceptable form for irrevocable letter of credit is available from the Insurance Unit of the Licensing Division and is required as a filing document when the letter of credit is chosen. The letter of credit must provide for the State of Michigan as first claimant and beneficiary and must be issued by a bank, savings bank, savings and loan association, or credit union that is licensed to do business in Michigan. The value of the letter of credit must be maintained for two years after the licensee ceases to operate the licensed business or a new proof of financial responsibility is submitted. The LC-95 form must be completed and signed by an officer of the financial institution issuing the letter of credit and the original letter of credit with completed LC-95 form must be submitted to this office.

**11. Date:** Enter the date the form was completed.

**12. Phone Number:** Enter the daytime phone number of the authorized insurance agent or bank representative.

**13. & 14. Authorized Agent or Bank Representative:** Enter insurance agent, insurance representative, or bank representative. Please read and understand the requirements for providing proof of financial responsibility. Sign in Box 13 and enter your printed name and title in Box 14.



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](http://www.michigan.gov/lcc)  
 E-mail form to: [mlccinsurance@michigan.gov](mailto: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 2. LICENSE NUMBER(S), LICENSEE NAME, BUSINESS ADDRESS AND BUSINESS ID

19850 Mack Ave, Grosse Pointe Woods MI 48236 CRISPELLI'S, LLC  
 19850 Mack Ave, Grosse Pointe Woods MI 48236

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:	Effective Date:
Insurance Company Name and Address:	

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.

11. Date:	12. Telephone No.
13. Authorized Insurance Agent or Bank Representative: (signature)	
14. Type or Print Name and Title of Authorized Insurance Agent or Bank Representative:	

**LEASE AGREEMENT**

This Lease Agreement (this “Lease”) is made as of the \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between **VDG GROSSE POINTE, LLC**, a Michigan limited liability company, the address of which is 950 S. Old Woodward Avenue, Suite 220, Birmingham, Michigan 48009 (hereinafter referred to as the “Landlord”), and **CRISPELLI’S, LLC**, a a Michigan limited liability company, the address of which is 1890 Southfield Road, Birmingham, MI 48009 (hereinafter referred to as the “Tenant”). In consideration of the mutual agreements herein contained, Landlord and Tenant do hereby agree that:

**ARTICLE I**

1.01 **Demised Premises.** Landlord leases to Tenant and Tenant leases from Landlord certain premises identified as 19850 Mack Ave, Grosse Pointe Woods, Michigan 48236, and more particularly depicted on the Site Plan attached hereto as **Exhibit A** (the “Site Plan”), together with rights in the Common Areas (as this term is defined in Section 5.04, below) (the “Premises”). The Premises will be located in a retail shopping center to be located along Mack Avenue, Grosse Pointe Woods, Michigan (the Shopping Center”). The Shopping Center is situated on the real property described in attached **Exhibit A-1** and is depicted on the Site Plan. The square footage of the Premises is approximately Two Thousand Seven Hundred Sixty-Six (2,766) square feet. Within thirty (30) days after the Commencement Date [as hereinafter defined], Tenant shall have the right to have the Premises measured by Tenant’s architect. The certification by Tenant’s architect with respect to the actual square footage of the Premises shall be conclusive and binding subject to reasonable review of such measurement by Landlord. If Tenant fails to re-measure the square foot area and advise Landlord of any discrepancy therein within such thirty (30) day period, then the square foot area shall be deemed to equal the square foot area estimate set forth in Section 1.01 and neither party have the right to challenge, demand, request or receive any change as a result of any claimed or actual error or omission in the actual estimate set forth in Section 1.01 thereafter identified.

1.02 **Base Rent.** During the Term (as this term is defined in Section 1.03, below) Tenant covenants and agrees to pay and shall pay, at Landlord’s address indicated above, or such other address as Landlord shall designate to Tenant in writing, annual base rent in the amount indicated below (the “Base Rent”) to Landlord in monthly installments of one-twelfth of such amount during the Term (as the same may be extended hereunder). Each installment of rent shall be paid to Landlord in advance on the first day of each calendar month, without deduction or set off, during the Term; provided, however, that if the Commencement Date [as this term is defined in Section 1.05 (e), below] occurs on a day other than the first day of a calendar month, then the first monthly installment of rent shall be equal to the product of (a) the installment of Base Rent for that month and (b) a fraction, the numerator of which is the number of days remaining in that calendar month and the denominator of which is the number of days in that calendar month.

Months	Rent PSF	Annual Base Rent
1-60	\$37.00	\$102,342.00
61-120	\$40.70	\$112,576.20

1.03 **Term.** The term of this Lease shall commence on the Commencement Date and unless modified, extended or sooner terminated as herein provided, shall end on 11:59 p.m. of the last day of the one hundred twenty (120) complete calendar month following the Commencement

Date (this period of time being herein referred to as the “Term”). If the Commencement Date shall occur other than on the first of the month, such date shall be adjusted to the first of the next month.

1.04 **Option to Extend.** Tenant shall have the option to extend the Term of this Lease from the date upon which it would otherwise expire for two (2) additional periods of five (5) years each (each such period being hereinafter called the “Extension Period”). If Tenant elects to exercise an option to extend, it shall do so by giving written notice of such election to Landlord any time during the prior Term of this Lease, which written notice must be received by Landlord on or before the date which is one hundred eighty (180) days before the beginning of the Extension Period. Notwithstanding the foregoing, no exercise of an option by Tenant to extend the Term shall be effective if Tenant is in default under this Lease either at the time Landlord receives written notice of the exercise or on the first day of the applicable Extension Period. If Tenant elects to exercise one of said options to extend, the Term of this Lease shall be automatically extended for the Extension Period without execution of an extension or renewal lease. The Base Rent during the Extension Period shall be:

Months	Rent PSF	Annual Base Rent
121-180	\$43.90	\$121,427.40
181-240	\$46.10	\$127,512.60

1.05 **Construction and Acceptance of Premises.**

(a) Landlord shall deliver the Premises in compliance with the “Description of Landlord’s Work” in **Exhibit B** attached hereto (hereinafter, the “Landlord’s Work”). The Premises shall be deemed to be “Ready for Occupancy” when Landlord certifies in writing to Tenant that Landlord has substantially completed Landlord’s Work.

(b) (i) Within thirty (30) days after the Effective Date, Tenant shall prepare and deliver to Landlord approved plans and specifications for the Tenant’s initial alterations, additions and improvements to the Premises (the “Tenant’s Final Plans”) shall become part of the Lease as **Exhibit B-1** and shall be incorporated herein by this reference. No major non-structural and no structural changes from Tenant’s Final Plans shall be incorporated without the prior written approval of Landlord.

(ii) When the Premises are Ready for Occupancy, Tenant agrees to accept possession thereof and to proceed with due diligence to perform the work described in the Tenant’s Final Plans (hereinafter, the “Tenant’s Work”). By initiating Tenant’s Work in the Premises, Tenant shall be deemed to have accepted the Premises and to have acknowledged that the Premises fully comply with Landlord’s covenants and obligations hereunder, subject to Tenant’s reasonable punch list and objections. Tenant further agrees that, if requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted the Premises (subject to Tenant’s reasonable punch list and objections) and that Landlord has fully complied with Landlord’s covenants and obligations hereunder. Tenant agrees to furnish to Landlord a temporary Certificate of Occupancy from applicable local authorities prior to the Commencement Date. Tenant agrees to diligently pursue and obtain a final Certificate of Occupancy.

(c) Tenant covenants that all Tenant's Work and any permitted alterations shall be done in accordance with all governmental laws, ordinances, rules and regulations and Tenant shall, prior to commencement of such work, provide such assurances to Landlord (including but not limited to, and personal guaranties of individuals of substance) as Landlord shall require to protect Landlord against any loss from any mechanics', materialmen's or other liens, and Tenant shall comply with the Michigan Construction Lien Act.

(d) Tenant shall receive from Landlord an allowance for Tenant's interior build-out work in an amount of \$100,000 as calculated pursuant to Section 1.01 of the Lease the ("Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be deemed to be any costs (including, but not limited to, architectural and engineering fees, general contractor overhead and profit, and permits and fees) associated with Tenant's Work. The Landlord will provide Tenant with the Tenant Improvement Allowance thirty (30) days after substantial completion of Tenant's Work and the presentation to Landlord of a final lien waiver from Tenant's general contractor. If Landlord terminates this Lease prior to the scheduled expiration date on account of a default by Tenant under the terms hereof or if this Lease is otherwise terminated, in addition to all other remedies available to Landlord on account of such default, Tenant shall, upon receipt of written demand therefor, promptly pay to Landlord the unamortized value of the Tenant Improvement Allowance (the "Unamortized Allowance"). The Unamortized Allowance shall be calculated by amortizing the actual amount of the Tenant Improvement Allowance on a self-liquidating mortgage style basis over the initial term of the Lease; the Unamortized Allowance shall be established as of the date of termination of the Lease. The provisions of this Paragraph shall survive the termination of this Lease.

(e) Tenant shall commence paying monthly installments of Base Rent and all other charges as required hereunder on November 1st, 2023 ("Commencement Date").

## ARTICLE II

2.01 **Net Lease.** Rent shall be net to Landlord, so that this Lease shall yield, net, to Landlord, not less than the Base Rent specified in Section 1.02, above, and the additional rent described in Section 4.01, below, and that all costs, expenses and charges relating to the Premises as specified in this Lease which may be attributable to, or become due during the term of this Lease shall be paid by Tenant. Tenant shall have no right of set-off or reduction with respect to any rent or payment due under this Lease except as provided in this Lease. Base Rent, additional rent, Common Area Expenses, and any other monetary obligation of Tenant herein are sometimes called "rent" in this Lease.

2.02 **Late Charge/Interest.** Any rent unpaid for more than five (5) days after such rent is due shall be subject to a late charge of five percent (5%) of such rent, and such late charges shall be due from Tenant to Landlord as additional rent on or before the next rental due date. Any default in the payment of rent shall not be considered cured unless and until such late charges are paid by Tenant to Landlord or if Tenant shall default with respect to any other payment due under this Lease, Landlord may, but shall have no obligation to, make such payment for the account of Tenant, in (either or both of) which event(s) the amount thereof shall be payable as additional rent to Landlord by Tenant on the next rental due date together with interest per annum at the maximum allowable legal rate (the "Default Rate") from the date such payment is due to or made by Landlord. On default of payment of such late charges and/or Default Interest, Landlord shall have the same remedies as on default in payment of rent. Such late charges and/or Default Interest shall

be in addition to any other rights and remedies Landlord may have as provided by this Lease or as allowed by law.

2.03 **Franchisor Addendum.** N/A

**ARTICLE III**

3.01 **Use; Operation of Business; Compliance with Laws.**

(a) It is understood and agreed by Landlord and Tenant that the Premises shall be used and occupied by Tenant for the operation of a First-class, high quality retail location. Tenant shall be initially use the Premises for the purpose of a restaurant. Tenant shall have the exclusive use for a Crispelli's Bakery & Pizza. ("Permitted Use"). Tenant warrants that Tenant's method of operation in or manner of use of the Premises shall not violate any law, municipal ordinance, rule or regulation.

(b) It is expressly understood and agreed that nothing contained in this Lease shall be construed to contain a covenant, either express or implied, to open and/or to continuously operate a business by Tenant on the Premises. In the event that Tenant has failed to operate its business from the Premises for a period of one hundred eighty (180) consecutive days, and such failure is not due to remodeling, casualty or condemnation or other causes beyond the reasonable control of Tenant, Landlord shall have the right (as its sole right and remedy due to such failure to operate) to terminate this Lease and recapture the Premises by providing Tenant with written notice thereof at least sixty (60) days prior to the recapture date. Notwithstanding the foregoing, Tenant shall have the right to elect to nullify the Landlord's election to recapture the Premises by reopening for business in the Premises within such sixty (60) day period. Upon the recapture date, both Landlord and Tenant shall be released from any and all duties, liabilities and obligations under this Lease accruing on or after the recapture date, except for such obligations which expressly survive the termination of this Lease.

Notwithstanding the foregoing, no auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the Premises. Tenant shall not use the areas adjacent to the Premises for business purposes. Tenant shall not use or permit the use of any portion of said Premises for any unlawful purposes. 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 Premises are located. No obstruction shall be placed or permitted on the walks immediately adjoining the Premises.

(c) Tenant covenants and warrants that during the Term, as the same may be extended, Tenant, at its sole cost and expense will procure, at its sole cost and expense, any permits, zoning approvals and licenses required for the transaction of business in the Premises, and Tenant will comply with all statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereafter be in force as the same pertain to the conduct of Tenant's business. Landlord shall, upon Tenant's reasonable request and at Tenant's sole cost and expense (including, without limitation, payment of Landlord's reasonable attorneys fees and disbursements) and without cost or liability to Landlord, reasonably cooperate with Tenant in connection with any and all applications to applicable governmental authorities for such licenses, permits, approvals, certificates, rulings, variances, authorizations or amendments, as shall be required by any laws in

connection with the use, change of use, repair, maintenance, alteration, and/or operation of the Premises subject to and in accordance with the provisions of this Lease.

(d) Tenant's anticipated hours of operation shall be: 11:00am-10:00pm

Tenant may make changes to the anticipated hours of operation based on membership and Franchisor requirements with Landlord's prior written consent, not to be unreasonably withheld, delayed or conditioned. In exercising reasonable consent, Landlord shall consider member usage history during the times that Tenant seeks to change daily operations.

3.02 **Care and Use of Premises.** Tenant shall take good care of the Premises and keep the same free from waste at all times. Tenant shall keep the Premises and all serviceways and loading areas adjacent to the Premises neat, clean and free from dirt, snow and ice, rubbish, insects and pests at all times, and shall store all trash and garbage within the Premises or at dumpsters provided by Landlord. Tenant will dispose of all trash and garbage within the area designated by Landlord for such trash pickup and removal. Tenant shall not perform any acts or carry on any practices that may injure the Premises. Tenant shall not obstruct or permit the obstruction of any street, drives, sidewalk or parking lot(s).

3.03 **Exclusive.** Provided (i) Tenant has not ceased to continuously operate in the Premises for a period in excess of one hundred twenty (120) consecutive days (exclusive of casualty, condemnation, Force Majeure (hereafter defined), or improvements related to a remodeling), and (ii) no Tenant default has occurred and is continuing, then Landlord agrees, during the Term of this Lease, not to permit any other tenant or user in the Shopping Center to be used and occupied for the Permitted Use (the "Exclusive Use"). Neither Landlord nor its affiliates or successors or assigns shall permit or suffer any other tenant in the Shopping Center to engage in the Exclusive Use of Pizza sales or a Bakery.

Landlord agrees to enforce Tenant's rights under this Section against other tenants in the Shopping Center using all reasonable legal means. Landlord understands that its breach of this provision will cause Tenant irreparable harm for which Tenant has no adequate legal remedy. The terms and provisions of this Section 3.03 shall not apply to nor be of any force or effect with respect to any existing tenant or occupant of the Shopping Center (i.e., any tenant or occupant under an executed lease or occupancy agreement) as of the Effective Date, or any successor, assignee or sublessee of such existing tenant or occupant, for so long as any such existing tenant's lease or any renewal, extension or replacement (in connection with a bankruptcy or leasehold mortgage foreclosure proceeding) thereof, or any such existing occupant's occupancy agreement, is in effect, or to the Premises demised thereunder; provided, however, that if any such existing tenant or occupant proposes to change its present use or enter into an assignment or sublease transaction, and the proposed use of the premises is different from the present use of such premises, then, to the extent Landlord's consent or approval is required for any such change in use, Landlord shall not consent to any such change in use if such change would violate the exclusive rights of Tenant hereunder.

Notwithstanding the foregoing, if, through no fault of Landlord or its affiliates or successors, another tenant violates Tenant's rights as set forth herein (a "Rogue Tenant Violation"), then Landlord shall, upon Tenant's written request (the "Violation Notice") make



demand on such tenant to cease the violation. If the violating tenant fails to observe Tenant's rights under this section within thirty (30) days after notice from Landlord, Landlord shall, at its sole cost and expense, enforce Tenant's exclusive rights against such tenant using all legal means as set forth above, provided, however, Tenant shall not be entitled to Abated Rent due to a Rogue Tenant Violation. In the event Landlord is unable to cause the Rogue Tenant Violation to cease within three hundred sixty-five (365) days after Landlord's receipt of the Violation Notice, Tenant shall have the right to exercise all of its rights and remedied with respect to a breach of this provision provided the existing breach is remedied and thereafter a new breach occurs.

3.04 **Noise; Vibrations.** It is acknowledged and agreed by Landlord that some minor noise, vibration and odor does result from the Permitted Use and that so long as the foregoing do not materially interfere with the use and enjoyment of the Shopping Center by other tenants, Tenant shall be in compliance with this Section 3.04. Subject to the preceding sentence, so long as approved design specifications provided in Tenant's Work are followed and so long as Tenant acts reasonably in abating or attempting to abate or minimize such noise, vibration and odor issues, Tenant shall be in compliance with its obligations set forth herein. Notwithstanding the foregoing, Tenant shall immediately comply with all reasonable requests of Landlord to prevent and/or eliminate any such noise, vibration or odor.

#### **ARTICLE IV**

4.01 **Real Estate Taxes and Assessments, Insurance and Common Area Expenses.** During the Term, as the same may be extended, Tenant shall pay, as additional rent, Tenant's Share (as this term is defined in Section 5.04, below) of all real estate taxes and assessments which may be levied or assessed by any lawful authority against the Shopping Center, including, but not limited to, any tax or assessment against the rent due under this Lease (but excluding all income and estate taxes) (the "Taxes"), Tenant's Share of the costs incurred by Landlord in purchasing and keeping in full force and effect the insurance described under Section 7.01(b), below (the "Landlord's Insurance") and Tenant's Share of the Common Area Expenses [as this term is defined in Section 5.04(c), below]. Taxes are currently estimated to be Four and 00/100 (\$4.00) Dollars per square foot. Tenant shall also be responsible for the payment of any tax or assessment levied against the rent due under this Lease.

Tenant shall pay, at the same time as the monthly installment of Base Rent is paid, an amount equal to one-twelfth (1/12) of Landlord's estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses. Any delinquent payment of such amount for the Taxes shall be subject to the late charge and/or Default Interest as provided under Section 2.02. Landlord shall provide Tenant with a reconciliation (the "Reconciliation") of amounts billed and charges actually incurred for the Taxes, the Landlord's Insurance and the Common Area Expenses within ninety (90) days after the end of each calendar year. Any underpayment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses shall be paid within thirty (30) days following receipt by Tenant of the Reconciliation. Any overpayment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses shall be credited to the next estimated payment or to the next monthly installment or installments of Base Rent.

Until Tenant receives the Reconciliation or a new estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses, Tenant's Share of such items shall continue to be paid at the rate being paid for the particular calendar year just completed. Upon

receipt of the Reconciliation or a new estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses, Tenant shall commence payment to Landlord of the monthly installment of such items on the basis of the Reconciliation or new estimate beginning on the first day of the month following the month in which Tenant receives the Reconciliation or new estimate. In addition, Landlord reserves the right to revise its estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses during the Calendar Year by delivering written notice to Tenant of Landlord's revised estimate of such items (the "Revised Estimate Notice") and Tenant shall commence payment to Landlord of the monthly installment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses on the basis of the Revised Estimate Notice beginning on the first day of the month following the month in which Tenant receives the Revised Estimate Notice. Tenant's liability for Tenant's Share of the Taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a tax year included in the Term at its commencement and/or its expiration/termination. Landlord's and Tenant's responsibilities with respect to the reconciliation and payment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses shall survive the expiration or earlier termination of this Lease.

## **ARTICLE V**

5.01 **Alterations.** Without the written consent of Landlord (and except for Tenant's Work), Tenant shall not make any structural or any non-structural physical alterations, changes, and/or improvements to the Premises. All construction work done by Tenant within or about the Premises (including Tenant's Work) shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any mortgage to which Landlord may be a party of which Tenant has been given notice and in such manner as to cause only reasonable interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant shall defend, protect, indemnify and hold Landlord, its employees, officers, shareholders, managers, members, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all liabilities, objections, losses, liens, costs, claims, actions, damages, personal injuries, penalties and expenses (including reasonable attorneys' fees) (sometimes hereinafter referred to as "Claims") arising in any way at any time in favor of any person or entity out of or relating to all construction work done by Tenant within or about the Premises (including Tenant's Work) and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such Claims.

### 5.02 **Fixtures and Equipment.**

(e) All fixtures and equipment paid for by Landlord and all fixtures and equipment (but not Tenant's trade fixtures or furnishings) which may be paid for and placed on the Premises by Tenant which are so incorporated and affixed to building of which the Premises is a part (the "Building") that their removal would involve damage or structural change to the Building, shall be and remain the property of Landlord.

(f) All furnishings, trade fixtures and equipment ("Personalty") (other than those specified above) (which shall include any storefront signs) which are paid for and placed on the Premises by Tenant (other than those which are replacements for fixtures originally paid for by Landlord) shall remain the property of Tenant; provided, however, that Tenant shall be responsible for the repair of any damage resulting to the Premises from the installation, existence and/or removal thereof.

5.03 **Maintenance/Repairs.**

(a) Landlord shall, at its expense, keep and maintain the foundation, the roof, the structural soundness of the exterior walls and interior demising walls constructed by Landlord (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatment of interior walls) in good repair (ordinary wear and tear and any casualty covered by Article IX hereof excepted) and replace when necessary the roof of the Premises, except that Landlord shall not be required to pay for any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be paid for by Tenant, including the amount of any insurance deductible required to be paid under any insurance policy. Tenant shall not be permitted to enter upon the roof of any building without Landlord's prior consent. If any repairs to any roof are necessary, Tenant shall immediately give written notice thereof to Landlord and Landlord shall perform such repairs with reasonable dispatch but Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord's obligation to repair, keep and maintain the Premises and the Shopping Center is limited to repairs specified in this Section 5.03(a) only, and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs except for those caused by the gross and willful negligence of Landlord's employees and agents. Landlord shall not be called upon to make any improvements, except for Landlord's Work, or repairs of any kind upon or to the Premises and nothing contained herein shall limit Landlord's right to reimbursement from Tenant for maintenance, repair costs and replacement costs conferred elsewhere in this Lease.

(b) (i) Tenant shall keep the Premises in good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements (including, but not limited to, replacement of cracked or broken glass and repair and replacement of fixtures, electrical systems, fire retardant, sprinkler systems, walls, floors and ceilings, and all other repairs, renewals and restorations, ordinary and extraordinary, including), except for repairs and replacements required to be made by Landlord under the provisions of subsection (a), above and Article IX. Tenant shall keep all plumbing units, pipes and connections which service the Premises free from obstruction and protected against ice and freezing after Tenant is notified that the Premises are Ready for Occupancy.

(ii) Maintenance, repair and replacement of the air conditioning and heating equipment shall be Tenant's sole responsibility and at Tenant's cost throughout the Term of this Lease. Without limiting the generality of the foregoing, Tenant shall make all non-regularly scheduled maintenance/service calls with the HVAC contractor used by Landlord pursuant to Section 5.03(a), above or an HVAC contractor approved by Landlord.

(g) Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. Tenant agrees to bond over or discharge any such lien (including, but not limited to, any construction, mechanic's or materialman's lien) within thirty (30) days after written request therefor by Landlord. Tenant shall give Landlord thirty (30) days' notice prior to commencing or causing to be commenced any work on the Premises, so that Landlord shall have reasonable opportunity to file and post notices of non-responsibility for Tenant's work. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or

the removal of same, such reimbursement to be made within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses.

(h) Tenant, at its own expense, shall maintain fire extinguishers and other fire protection devices (other than the primary building fire-sprinkler system) as may be required from time to time by any agency having further jurisdiction thereof and/or by the insurance underwriters insuring the Building.

(i) In the event that Tenant fails, refuses or neglects to commence and complete repairs promptly and adequately, to remove any lien, to pay any cost or expense, to reimburse Landlord, or otherwise to perform any act or fulfill any obligation required of Tenant pursuant to this Article, Landlord may, but shall not be required to, make or complete any such repairs, remove such lien, pay such cost or perform such act or the like with five (5) days prior notice (except in the event an emergency exists, in Landlord's sole discretion, in which case no notice shall be required) to, but at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for all costs and expenses of Landlord thereby incurred on the next rental due date after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure by Tenant so to make repairs, to remove any lien, to pay any such cost or expense, or to reimburse Landlord shall constitute a default by Tenant under this Lease and shall carry with it the same consequences as failure to pay any installment of rent. Landlord's rights and remedies pursuant to this subsection shall be in addition to any and all other rights and remedies provided under this Lease or at law.

#### 5.04 **Common Areas.**

(a) The term "Common Areas" shall mean and shall include all areas and facilities designated by Landlord from time to time for the common use of all tenants, including among other facilities, pedestrian walkways, landscaped areas, sidewalks, service corridors, throughways, parking areas and lots, curbs, loading areas, lighting facilities, and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained as Landlord, in its discretion, shall determine. Subject to the terms and conditions of this Article V, Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same. Tenant and Tenant's agents and employees will comply fully with all requirements of the rules and regulations that are promulgated by Landlord from time to time (including, but not limited to, such rules and regulations concerning parking within the Shopping Center). Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants and agents of Tenant.

(b) Landlord reserves and shall have the right to:

(i) Make changes from time to time to the size, dimensions and location of the Common Areas (including, but not limited to, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking area, or the direction of the flow of traffic) as shown in **Exhibit A**, as well as the location, dimensions, identity and type of any building shown in **Exhibit A** and to construct additional buildings or additional stories on existing buildings or

other improvements in the Shopping Center, and to eliminate buildings from the plan shown in **Exhibit A**;

(ii) Establish, amend and enforce reasonable rules and regulations applicable to all tenants of the Shopping Center concerning the maintenance, management, use, and operation of the Common Areas (including, but not limited to, such rules and regulations concerning parking within the Shopping Center);

(iii) Close all or any portion of the Common Areas to whatever extent required to prevent a dedication of any of the Common Areas or the accrual of any rights in any person or in the public to the Common Areas; and

(iv) Close all or any portion of the Common Areas for alteration, repair or maintenance purposes.

(c) During the Term, as the same may be extended, Tenant shall pay, as additional rent, its proportionate share of the costs incurred by Landlord's for repairs and maintenance of the roof under Section 5.03(a), except for the applicable warranty period for such item, and the costs of operation and maintenance of the Common Area, including but not limited to, all costs and expenses incurred by Landlord in operating, maintaining, repairing, lighting, signing, cleaning, painting, stripping, insuring, equipping, staffing, securing, and policing of the Common Area, including, but not limited to, among other costs (which may be incurred by Landlord in its sole discretion):

(i) Alarm systems, patrol services and fire protection;

(ii) Maintenance of irrigation systems;

(iii) All landscaping, including planting and replacement;

(iv) Repair or maintenance, cleaning, sweeping, painting, striping and repaving of parking lot, curbs, walkways, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, signs and other markers, landscaping, drainage pipes, ducts, conduit and similar items, and lighting facilities;

(v) Maintenance and repair of utility systems serving the Common Areas, including, but not limited to, water, sanitary sewer and storm water lines and drainage systems, electrical, gas, telephone and lighting systems (including bulbs, poles, and fixtures) and other utility lines, pipes and conduit, including utility charges in connection with any of the foregoing systems;

(vi) Inspecting, maintenance and repair of any and all machinery and equipment used in the operation and maintenance of the Common Areas, including personal property taxes and other charges and taxes incurred in connection with such equipment;

(vii) Removal of snow, ice, dirt, rubbish, trash and debris;

- (viii) All materials, supplies and services purchased or hired and necessary in the operation of the Common Areas;
- (ix) Any and all personnel, including, without limitation, security and maintenance people, secretaries, bookkeepers, property managers and any other personnel related to the operation of the Common Area;
- (x) Administrative cost for on-site personnel and an overhead administrative cost/management allowance in an amount not to exceed fifteen percent (15%) of the Taxes, the Landlord's Insurance and the Common Area Expenses;
- (xi) Reasonable decoration (including seasonal decorations of) the Common Areas; and
- (xii) Advertising on behalf and/or promotion of the Shopping Center, so long as such advertising and/or promotion includes Tenant's ads or otherwise identifies Tenant (the entire foregoing are collectively sometimes herein referred to as the "Common Area Expenses").

Common Area Expenses are currently estimated to be Three dollars and fifty cents (\$3.50) per square foot of leasable area in the Premises. Notwithstanding the foregoing, Common Area Expenses shall exclude expenses due to: (i) painting, redecorating or other work that Landlord performs for any other tenant or prospective tenant of the Shopping Center; (ii) repairs or other work (including rebuilding) occasioned by fire, windstorm or other casualty or by condemnation; (iii) any costs that are separately charged to and payable by tenants or for which Landlord is compensated by insurance proceeds or warranties; (iiii) leasing commissions and expenses of procuring tenants, including, but not limited to, attorneys' fees for lease negotiations, lease concessions and lease take over obligations; (v) depreciation; (iv) interest on and amortization of debt; (vii) costs and expenses of enforcing leases against tenants, including legal fees; (viii) expenses resulting from any violation by Landlord of the terms of any lease of space in the Shopping Center or of any ground or underlying lease or any mortgage; (ix) the repair of any part of the Common Areas that was inadequately designed or defectively constructed; (v) expenses for vacant or vacated space, including utility, security and renovating costs for such space; (vi) expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, contractors servants or employees; (vii) expenses incurred with respect to the correction, disposal and investigation, removal, transportation or treatment of Hazardous Materials; and (viii) capital improvements costs except for those that are (1) done in an effort to reduce overall Common Area Expenses at the Shopping Center or (2) required in order to bring the Shopping Center or Common Areas into compliance with newly enacted or promulgated applicable laws, regulations, codes or ordinances, and provided that same are amortized over the useful life of the asset in accordance with generally accepted accounting principles.

Tenant's proportionate share ("Tenant's Share") shall be equal to the square footage of the Premises as a proportion of the total leasable square footage of the Shopping Center (as such square footage is determined by Landlord's architect from time to time. Notwithstanding the foregoing, the Controllable Common Area Expenses (as hereinafter defined) which may be passed through to Tenant under this Article 5 shall not increase in any Lease Year by an amount which exceeds

five percent (5%) of such Controllable Common Area Expenses for the immediately preceding Lease Year (as measured on a cumulative and compounded basis). Controllable Common Area Expenses mean all Common Area Expenses payable by Tenant hereunder except for snow and ice removal, Landlord's Insurance and the cost of utilities (as differentiated from the cost of maintenance, repair and replacement of utility lines and the like).

## **ARTICLE VI**

6.01 **Utilities.** Tenant agrees to pay all charges made against the Premises for gas, heat, water, electricity, sewage disposal, refuse, telephone and all other utilities during the Term, as the same may be extended, as the same shall become due. Landlord shall not be liable to Tenant for the quality or quantity of such utilities, or for any interruption in the supply of any such utilities, except for an interruption caused by Landlord.

## **ARTICLE VII**

### 7.01 **Insurance.**

(a) Throughout the Term, Tenant, at its own expense, shall purchase and keep in force and effect, for the benefit of Landlord and Tenant, insurance of the following type and in the following amounts:

(i) Commercial General Liability Insurance insuring Tenant as a named insured and Landlord as an additional insured written on an occurrence and not a claims-made basis, containing provisions adequate to protect both Landlord and Tenant from and against claims for bodily injury, including death and personal injury (and with the Employee Exclusion deleted as to all such claims for personal injury), and claims for property damage occurring upon the Premises due to the acts, omissions or negligence of Landlord or Tenant or their respective employees, agents, independent contractors, architects or engineers or due to Tenant's failure to comply with, or default or other breach of, the provisions of this Lease, such insurance having bodily injury and property damage combined limits of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence which coverage may be provided by supplementing the Commercial General Liability policy with an Umbrella Liability policy.

(ii) Extended coverage, broad form, "all risks" and vandalism coverage in form and substance satisfactory to Landlord to fully protect Landlord in an amount of the full replacement cost of the Premises without co-insurance, deduction for depreciation and having a deductible of not more than Five Thousand and 00/100 Dollars (\$5,000.00). The amount of such insurance shall be revised annually to reflect current replacement costs.

(iii) Business interruption insurance in amounts equal to Tenant's total rental obligation for twelve (12) full months under this Lease plus the total of the estimated cost to Tenant of the Taxes, maintenance, repairs and insurance premiums for such twelve (12) month period.

(iv) Worker's compensation covering all persons employed by Tenant in connection with any work done on or about the Premises with respect to which claims for death or bodily injury may be asserted against Landlord, Tenant or the Premises.

(v) Tenant shall also be responsible for all glass damage on or within the Premises and shall obtain its own insurance for all improvements, fixtures, goods, material and inventory, including any tenant improvements made by Landlord.

Each of the aforesaid policies of insurance shall provide that it shall not be canceled or materially modified without at least thirty (30) days prior written notice to Landlord and that Tenant has waived all rights of recovery against Landlord. Throughout the term, not less than thirty (30) days prior to the expiration dates of policies to be furnished hereunder, certificates of initial or renewal policies, as the case may be, shall be delivered to Landlord by Tenant. All insurance required of Tenant shall be effected under valid and enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Michigan. Such insurers must be rated at least A-\XII by Best's Insurance Guide. If Tenant fails to effect, maintain or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Landlord any such policies or certificates, then Landlord may, at its option, but without any obligation to do so, upon five (5) days written notice to Tenant, procure such insurance. Any sums expended by Landlord to procure such insurance shall be additional rent hereunder and shall be repaid to Landlord on the next rental due date following the date upon which such expenditures shall be made by Landlord.

(b) Throughout the Term, Landlord (at the cost and expense of the tenants of the Shopping Center) shall purchase and keep in force and effect:

(i) Fire and extended coverage insurance, for the benefit of Landlord, in an amount of the full replacement cost of the Shopping Center (including the Premises) without co-insurance or deduction for depreciation and having a deductible of an amount not more than Five Thousand and 00/100 Dollars (\$5,000.00). The amount of such insurance shall be revised annually to reflect current replacement costs.

(ii) Liability insurance, for the benefit of Landlord, in such amounts as Landlord deems necessary, for personal injury, death and property damage.

(iii) Broad form boiler and machinery insurance, for the benefit of Landlord, in such amounts as Landlord deems necessary.

(iv) Workers' compensation insurance for Landlord's employees or similar insurance to the extent required by law.

(v) Loss of rents insurance, for the benefit of Landlord, in an amount of one hundred percent (100%) of one year's business income from the Shopping Center.

(vi) Any other insurance reasonably required by Landlord or any mortgagee of Landlord.

Tenant shall pay Tenant's Proportionate Share of insurance premiums for such insurance as part of Common Area Charges.

7.02 **Insurance Proceeds.** Landlord and Tenant agree that if the Premises are destroyed in whole or in part by fire or other casualty, all proceeds of insurance applicable to the Premises shall be payable to and assigned to and be the sole and separate property of Landlord and that



Tenant shall have no claim or rights thereunder; provided, however, that such insurance coverage which is independently maintained solely by Tenant through policies for Tenant's contents and fixtures shall be payable to Tenant or as provided in said policies.

7.03 **Waiver of Subrogation.** Any of the terms and provisions of this Lease to the contrary notwithstanding, Landlord and Tenant do each release and discharge the other and waive any and all rights of recovery against the other or its agents, officers, and employees for any loss or damage suffered or incurred by the other party as a result of loss or damage to the Premises or the contents thereof by reason of fire, the elements, or any other cause which is insured against under the terms of the insurance required to be obtained by Landlord under Section 7.01, above, regardless of cause or origin, including the negligence of Landlord or Tenant or their respective agents, officers, or employees. All insurance policies carried by either party covering the Premises shall expressly waive any claims of the insurer against the other party for damage to or destruction of the Premises and resulting from any acts, omissions, or negligence of the other party.

## **ARTICLE VIII**

### **8.01 Non-Liability.**

(a) Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person or entity, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of Tenant, its employees, agents, subtenants, licensees or concessionaires, or of any other person entering the Shopping Center under the express or implied invitation of Tenant, or any injury to person or damage to or loss of property on or about the Premises or the Common Areas caused by the negligence or misconduct of Tenant, its employees, agents or subtenants, or arising out of the use of the Premises by Tenant and the conduct of its business therein, or arising out of the breach or default by Tenant in the performance of its obligations hereunder or resulting from any other cause except the gross or willful negligence of Landlord or its employees or agents. Tenant shall defend, protect, indemnify and hold Landlord, its employees, officers, shareholders, managers, members, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all Claims arising in any way at any time out of such injury, damage or loss.

(b) The foregoing to the contrary notwithstanding (and as a consideration for making this Lease), Landlord shall not be liable for the Premises, the Common Areas or other portions of the Shopping Center becoming out of repair or by any defect or failure of equipment, water supply or electric current, nor for any injury or damage which may be sustained to person or property by Tenant, or any other person, caused by or resulting from electricity, gas, water, rain, ice or snow which may exist on or leak or flow from or into any part of the Building and/or the Premises or from the breakage, leakage, obstruction or other defect of the roof, outer walls, parking lot(s), heating, cooling and ventilation systems, pipes, wiring, appliances, plumbing or lighting fixtures of the Building and/or the Premises, the condition of either of them, or from any source or cause whatsoever, whether the same damage or injury shall be caused by or due to the negligence of Landlord, or its agents, servants or employees. Additionally, Landlord shall not be liable to Tenant or any other person or entity for any loss or damage that may be occasioned by acts or omissions of other tenants of the Shopping Center or of any other persons or entities whatsoever, excepting only the gross negligence of agents and employees of Landlord. Without limiting the generality of the foregoing, except as specifically provided herein Landlord shall also not be liable for any defect in the Premises or the Building, latent or otherwise, after the date that is one (1) year

after the Premises are Ready for Occupancy, whether or not such defect is discovered within such one (1) year period.

## **ARTICLE IX**

### **9.01 Casualty.**

(a) If all or any part of the Building is damaged or destroyed by fire or other casualty:

(i) and the damage, as estimated by Landlord, is to such extent that the cost of restoration will equal or exceed fifty percent (50%) of the replacement value of the Building (exclusive of the foundation) and/or the Premises in its condition immediately prior to the damage, Landlord may, within ninety (90) days thereafter terminate this Lease. If such notice is given (x) this Lease shall terminate on the seventh (7th) day after the delivery of said notice, (y) Tenant shall surrender possession of the Premises within a reasonable time thereafter; and (z) Base Rent and additional rent shall be apportioned as of the date of such surrender and any rent paid for any period beyond said surrender date shall be repaid to Tenant, or

(ii) and the damage, as estimated by Landlord, amounts to less than fifty percent (50%) of said replacement value of the Building and/or the Premises, or if despite the cost Landlord does not elect to terminate this Lease, then Landlord shall at its own cost and expense restore the Building and the Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of insurance adjustments by Landlord, and Tenant shall not have the right to terminate this Lease; provided, however, that Landlord is under no obligation to repair, replace or restore any fixtures, improvements or other property of Tenant, nor any interior improvements of Tenant (including, but not limited to, Tenant's Work). The foregoing to the contrary notwithstanding, under no circumstances shall Landlord be under any obligation to make repairs or alterations if the cost is in excess of any insurance proceeds recovered and made available by Landlord.

(b) Tenant agrees that during any period of reconstruction or repair of the Premises it will continue the operation of its business within the Premises to the extent practicable. In any case of damage to the Premises, Base Rent and Tenant's Share of Taxes, the Landlord's Insurance and the Common Area Expenses shall be abated in proportion to the portion of the Premises rendered untenable until the same is rendered in a tenable condition (as tenability is determined by Landlord in its sole discretion).

(c) In the event of any damage to the Building and/or the Premises and/or any contents of either of them, each party shall look first to any insurance in its favor before making any claim against the other party.

(d) In the event of any damage to the Building, Tenant shall, at its sole cost and expense, repair, replace and restore all improvements to the interior of the Building which were originally made by Tenant or required under this Lease. If Landlord elects to terminate this Lease, all insurance proceeds for the full replacement cost of such improvements which would be Landlord's property upon Tenant's surrender of the Premises shall be paid to Landlord as its sole and separate property and Tenant shall not be required to undertake the repair, replacement and restoration described in the preceding sentence.

(e) Notwithstanding anything to the contrary contained herein, in the event any mortgagee of Landlord (with respect to the Premises) requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by such mortgagee, whereupon all rights and obligations hereunder (except those that expressly survive expiration or termination of the Lease) shall cease and terminate.

## **ARTICLE X**

10.01 **Condemnation.** If (a) all or more than ten percent (10%) of the Premises or ten percent (10%) of the Shopping Center is taken by condemnation or (b) all or more than ten percent (10%) of the Premises is conveyed to any authority having the power of eminent domain (either of these events being herein referred to as a “Taking”), upon and from the day that possession of that part shall be required for any public purpose either Landlord or Tenant may terminate this Lease upon written notice to the other, which notice shall be delivered within sixty (60) days following the date notice is received of the Taking. If this Lease is so terminated, then Base Rent and any other amounts paid in advance of the date of termination shall be refunded to Tenant.

In the event of a Taking of any part of the Common Areas, this Lease shall not terminate nor shall Base Rent or other amounts reserved hereunder be reduced; provided, however, if more than twenty percent (20%) of the area of the Common Areas or of the parking area of the Shopping Center is so taken, then Landlord may terminate this Lease upon written notice to Tenant, which notice shall be delivered within thirty (30) days following the date notice is received of the Taking.

In the event of either (i) a Taking in respect of which neither party shall have the right to terminate this Lease or (ii) a Taking in respect of which neither party shall elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect; Landlord shall make all necessary repairs to the Premises to render and restore the same to a complete architectural unit; and Tenant shall continue in possession of the portion of the Premises not taken under the power of eminent domain, under the same terms and conditions as herein provided, except that the Base Rent reserved herein shall be reduced in direct proportion to the amount of the Premises so taken. All damages awarded for the Taking shall belong to and be the property of Landlord, whether damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, that Tenant may claim damages and be entitled to any portion of any award for compensation specifically attributed to any loss of any of Tenant’s trade fixtures or other Tenant’s property, for loss of business or for moving expenses.

## **ARTICLE XI**

11.01 **Entry by Landlord.** Landlord or Landlord’s agents shall have the right to enter upon the Premises at all reasonable times and with reasonable notice to examine the same and to show them to prospective tenants, purchasers or mortgagees. Landlord or Landlord’s agents shall have the further right to enter the Premises at reasonable times and notices, unless an emergency exists in Landlord’s sole discretion, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, in its discretion, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor with the same not constituting an eviction of Tenant in whole or in part, and the rent and other charges reserved under this Lease shall in no way abate while said repairs, alterations, improvements or additions are being made by reason or loss or interruption of business of Tenant or otherwise, unless such repairs,

alterations, improvements or additions (a) materially adversely affect the normal and customary operation of Tenant's business and (b) are not (i) necessitated by the acts or omissions of Tenant or its agents or employees or (ii) required to be performed by Tenant under this Lease; provided, however, that such right of Landlord to enter to make repairs, alterations, improvements or additions shall in no way obligate Landlord to so do or relieve Tenant of any obligation under this Lease or any law to so do.

## **ARTICLE XII**

12.01 **"As Is" Transaction.** Except as otherwise specifically provided herein, Landlord makes no warranties or representations of any kind in connection with the quality or condition of the Premises. Tenant acknowledges for Tenant and Tenant's successors, heirs and assignees, that except as explicitly set forth in this Lease such Lease shall be without representation or warranty of any kind, express or implied, including, but not limited to, warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose, and Landlord does hereby disclaim and renounce any such representation or warranty. Tenant specifically acknowledges that Tenant is not relying on any representations or warranties of any kind whatsoever, express or implied, from Landlord as to any matter concerning the Premises.

## **ARTICLE XIII**

13.01 **Signs.** Tenant will not place or cause to be placed or maintained on any exterior door, wall or window of the Premises any sign, advertising matter or other thing of any kind and will not place or maintain any decoration, sign, lettering, advertising matter on the glass of any window or door of the Premises, or any hanging sign or merchandise display within five feet of any such window or door, without Landlord's prior written approval. No symbol, design, name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center; no handwritten signs shall be permitted unless professionally prepared. Tenant further agrees to maintain any such sign, decoration, lettering, advertising, matter or other thing, as may be approved, in good condition and repair at all times. Tenant's one exterior sign shall be governed by the criteria set forth in **Exhibit D** attached hereto and made a part hereof. Landlord shall have no obligation or liability of any kind to Tenant resulting from any restrictions imposed by Landlord regarding signs, including without limitation, Landlord's restrictions on the size and character of the Tenant's exterior sign.

## **ARTICLE XIV**

14.01 **Tenant's Property.** Tenant shall have the right, without Landlord's Approval being necessary or required, to place liens upon or give security interests in the Personalty (as defined in Section 5.02(b), and/or the proceeds of any thereof (but specifically excluding any portion of the electrical, heating or air conditioning systems serving the Premises and any of Landlord's property as defined in Section 5.02(a) as fixtures permanently affixed to the Property), any time or from time to time located, erected or installed on the Premises by Tenant during the Term. Any such lien or security interest shall vest in the lien holder or secured party a prior lien on or security in such Personalty. Landlord shall execute any instruments that the lien holders or secured parties may reasonably request or require from Landlord, with respect to acknowledging:

(a) the right of Tenant to erect or install such Personalty and that same shall not be deemed to be nor become part of the Premises; (b) the right of the lien holder or secured party to maintain a lien thereon or security interest therein superior to any claim and interest of Landlord; (c) the right of the lien holder to remove any and all such Personalty in the event of default in the instrument creating the lien or security interest during the Term of the Lease, subject to making reasonable repairs to the Premises for any physical injury caused thereto by such removal, but without any liability for diminution in value of the Premises caused by the absence of the Personalty so removed and without any necessity for replacing same; and (d) the right of Tenant to grant to such lien holder a collateral assignment of its interest in this Lease as further security to such lien holder.

## **ARTICLE XV**

### **15.01 Assignment and Subletting.**

(a) Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise may assign this Lease or sublet the whole or any portion of the Premises without the prior written consent of Landlord, which Landlord may not unreasonably withhold or condition. Any such assignment or subletting without Landlord's prior written consent shall be void and of no effect and shall give Landlord the right to terminate this Lease and re-enter and repossess the Premises. Notwithstanding the foregoing, consent shall not be required for an assignment or subletting to a parent, subsidiary or affiliate, the merger or consolidation of Tenant or Guarantor, sales of stock of Tenant or Guarantor, or the sale of a majority of Tenant's assets in the trade area. No assignment by Tenant shall relieve Tenant or Guarantor, if any, of any obligation to be performed by Tenant under this Lease whether arising before or after the assignment except under the following circumstances, in which case Tenant shall be released from liability under this Lease: (y) Landlord receives a reasonable replacement Tenant and/or guarantor or a reasonable Letter of Credit from the replacement Tenant and/or Guarantor; or (z) as of the date of amendment between Landlord and an assignee or transferee in the event this Lease is amended in a material fashion to increase Tenant's liabilities hereunder. Notwithstanding the preceding sentence, in the event this Lease is amended in any material fashion to increase Tenant's liability hereunder without Tenant's written consent, Tenant shall only be released with respect to such increase in Tenant's liability and shall remain liable for its obligations under this Lease absent such amendment. If Tenant assigns this Lease or sublets all or any portion of the Premises, then the assignee or the subtenant, as the case may be, shall use the Premises only for uses permitted under this Lease and such other uses as are permitted by Landlord.

(b) Consent by Landlord to one or more assignments(s) of this Lease or to one or more subletting(s) of all or any portion of the Premises shall not exhaust Landlord's right under the Article. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease.

## **ARTICLE XVI**

**16.01 Landlord's Right to Cure Default of Tenant.** In the event Tenant shall default in the performance of any covenant or condition of this Lease, Landlord may (without notice to Tenant, if in Landlord's reasonable opinion an emergency exists) perform such covenant or condition for Tenant's account and at the expense of Tenant. Landlord shall be reimbursed by Tenant for any expense incurred by Landlord (a) in performing such covenant or condition or (b)

in instituting, prosecuting or defending any action instituted because of any default of Tenant, including, but not limited to, reasonable attorneys' fees. If Tenant becomes obligated to reimburse Landlord hereunder, such sum shall be considered additional rent and shall be due with the next subsequent installment of Base Rent due and payable under this Lease. Should Tenant fail to make such reimbursement when due, Landlord shall have all the remedies for default in the payment of rent provided under the terms of this Lease. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

## ARTICLE XVII

17.01 **Definition of Event of default.** Each of the following shall be deemed an Event of default: (i) Tenant's failure to make payment of rent or other charges as provided in this Lease if such failure continues for seven (7) days after written notice from Landlord that the same is due; (ii) Tenant's failure to perform any of the covenants, terms, conditions or provisions of this Lease where such failure continues beyond the period in which performance is required to be made by specific provision of this Lease or, if no such period is provided, for a period of thirty (30) days after written notice thereof from Landlord to Tenant, unless such failure is of a character that requires longer than thirty (30) days to cure and Tenant shall have commenced to cure said failure within thirty (30) days and completes the same with due diligence; (iii) Tenant's failure to make payment of rent or other charges as provided in this Lease or to comply with any of the covenants, terms, conditions, or provisions of this Lease such that Landlord sends three (3) or more written notices in accordance with this Section 17.01 during any lease year; or (iv) if a petition is filed by or against Tenant for relief under the bankruptcy laws, or Tenant shall make an assignment for the benefit of creditors, or if a receiver of any property of the Tenant be appointed in any action, suit or proceeding by or against Tenant, or if Tenant shall admit that it is insolvent, or it is generally not paying its debts as such debts become due, or if the interest of Tenant in the Premises shall be sold under execution or other legal process.

17.02 **Termination of the Lease.** Upon the occurrence of an Event of default, Landlord shall have the right to terminate the Lease and shall be entitled to possession of the Premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be immediately effective and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the premises.

17.03 **Receipt of Money After Termination of Lease.** No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

17.04 **Recovery of Damages Following Termination.** 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, reasonable attorneys' fees, and damages, all of which amounts shall be immediately due and payable from Tenant to Landlord. Additionally, if Landlord has incurred any costs or expenditures to fit the premises to the needs of Tenant, Tenant agrees to reimburse Landlord such costs and expenditures, including for purposes of illustration but not by way of limitation, expenditures for interior partitions, floor coverings, special paint, plaster or any counter, cabinet, shelving, paneling or other special work done at the request of Tenant and not previously paid for by Tenant. In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-

let the Premises or any part thereof for a term and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease, the rent for which the Premises are so re-let being prima facie the fair and reasonable rental value thereof, and in such event Tenant shall pay to Landlord as liquidated damages for Tenant's default hereunder, at Landlord's option:

(a) Any deficiency between the total rent reserved hereunder and the net amount, if any, of the rents collected on account of any lease or leases of the Premises for what would otherwise have constituted the balance of the Term of this Lease, in computing such liquidated damages there shall be added to such deficiency any expenses which Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the same for re-letting, any such liquidated damages shall be paid in monthly installments by tenant on the Rent Day, and any suit brought to collect the deficiency for any month shall not prejudice the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding; or

(b) Any deficiency between the total rent reserved hereunder and the fair and reasonable rental of the Premises, both discounted at four (4%) percent per annum to present value at the time of the declaration of forfeiture.

(c) Landlord shall in no event, whether or not forfeiture has been declared, be obliged to be responsible in any way whatsoever for failure to re-let the Premises or in the event that the Premises are re-let, for failure to collect the rent thereof under such re-letting. The failure of Landlord to re-let the Premises or any part thereof shall not release or affect Tenant's liability for rent damages. No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

17.05 **Right to Re-Enter.** If the Event of default is for the nonpayment of rent, Landlord may, as an alternative to terminating the Lease, serve a written demand for possession or payment. Unless the rent is paid in accord with the demand for possession or payment, Landlord shall be entitled to possession of the premises and Tenant shall have no further right to possession under the Lease. Tenant shall remain liable to Landlord for the payment of all rent and other charges which Tenant has agreed to pay under this Lease throughout the remainder of its term. Should Landlord elect to re-enter, as herein provided, it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole, reasonable discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due from Tenant, 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. If such rentals and other sums received from such reletting during any month be insufficient to pay the rent and other charges due from Tenant, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease. Notwithstanding any such

reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Notwithstanding anything to the contrary contained in Sections 17.4 and 17.5, Tenant shall be liable to Landlord for the costs of preparing, altering and/or remodeling the Premises for reletting provided that such costs do not exceed the cost to return the Premises to a vanilla shell.

17.06 **Other Remedies.** The Landlord's rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

17.07 **Estoppel.** The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

17.08 **Independent Covenant.** Notwithstanding anything to the contrary, Tenant acknowledges and agrees that its obligation to pay rent under this Lease is an independent covenant, and that such obligation to pay rent is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the premises.

17.09 **Legal Expenses.** In the event that Landlord is required to bring an action arising out of the covenants, terms, conditions or provisions of this Lease, or in the event Landlord undertakes an action for summary proceedings to recover possession of realty, or in the event Landlord utilizes the services of an attorney to deliver late payment or other breach notices to Tenant, Tenant agrees to pay Landlord such reasonable costs and attorneys' fees as Landlord may incur in connection with such action. In the event Landlord engages legal counsel to deliver default or late payment notice to Tenant, Tenant shall pay the fees and costs from such legal counsel upon invoice by Landlord.

17.10 **Reasonable Rent.** Landlord and Tenant hereby represent that in the event an action for summary proceedings to recover possession of realty is commenced, the amount set forth in this Lease shall be deemed reasonable rent for the premises.

17.11 **Waiver of Jury Trial and Counterclaim.** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other 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 and/or any claim of injury or damage. This shall not, however, be construed as a waiver of Tenant's or Landlord's right to assert such claims in any separate action brought by Tenant or Landlord.

17.12 **Curing of Tenant's Default by Landlord.** Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the time provided in such notice or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall



be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

17.13 **Landlord's Default.** If Landlord fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail (provided, however, that if such default is of a nature that it cannot reasonably be cured within such thirty (30) day period, Landlord shall have such additional time as may be required to effect such cure provided Landlord commences the cure within such thirty (30) day period), Landlord shall be liable to Tenant for all damages sustained as a direct result of such breach.

## **ARTICLE XVIII**

18.01 **Quiet Enjoyment.** Upon payment by Tenant of the rent herein provided, and upon observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall occupy and enjoy the use and possession of the Premises without disturbance, molestation, hindrance, interference, or ejection of whatsoever kind, subject, nevertheless, to the terms and conditions of this Lease.

## **ARTICLE XIX**

19.01 **Holding Over.** Subject to the provisions of Section 1.03, above, if Tenant remains in possession of the Premises after the expiration of the Term (as the same may be extended hereunder), that continuing possession shall create a month-to-month tenancy, subject to the terms and conditions of this Lease, except that monthly rent shall increase to one hundred (100%) of the rent paid for the last month of the Term.

## **ARTICLE XX**

20.01 **Notice.** All notices, requests, demands or other communications under this Lease shall be in writing and deemed given when delivered personally, upon the next business day if deposited with a nationally recognized over night delivery service, or upon the third following business day, if deposited in the United States Mail with postage prepaid and sent by certified mail, return receipt requested, addressed as follows:

To Tenant:

With copy to:

Crispelli's, LLC  
1980 Southfield Rd  
Birmingham, MI 48009

To Landlord:

VDG Grosse Pointe, LLC  
950 S. Old Woodward Avenue, Suite 220  
Birmingham, MI 48009  
Attention: Frank Arcori  
Email: frank.arcori@verusdg.com

With copy to:

David Yaldo  
4036 Telegraph Road, Suite 204  
Bloomfield Hills, MI 48302  
Phone: 248-645-1500 ext. 222  
Email: [dyaldo@sypclaw.com](mailto:dyaldo@sypclaw.com)

or to such address as the parties may from time to time designate by notice in writing to the other parties.

## ARTICLE XXI

21.01 **Headings.** The Article and Section headings in this Lease are for convenience only and do not in any way limit or explain the terms and provisions of this Lease or the intent of Landlord or Tenant.

21.02 **Partial Invalidity.** If any term, covenant, condition, or provision of this Lease or if the application thereof to any person or circumstance is to any extent ever determined to be invalid or unenforceable, the remainder of this Lease or the application of that term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each other term, covenant, condition, or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21.03 **Waiver.** The failure of either party to enforce its rights or remedies upon the default of the other party shall not prevent a similar subsequent default from constituting a default under this Lease and shall not be deemed to be a waiver by the non-defaulting party of the right to enforce the terms and provisions of this Lease in the event of a subsequent default.

21.04 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Michigan.

21.05 **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, permitted successors and permitted assigns of Landlord and Tenant, as the case may be.

21.06 **No Broker.** Landlord and Tenant each represent and warrant to the other that no real estate broker other than Landmark Commercial Real Estate Services under separate agreement (“Broker”) have been instrumental in the procurement of this Lease. Landlord represents and warrants that it shall pay a commission to the Broker under a separate agreement. Additionally, Landlord and Tenant represent and warrant that no other real estate commission or compensation shall be payable by such party with respect to the procurement and execution of this Lease or the rental of the Premises contemplated hereby. Each party shall indemnify and save the other party wholly harmless against any loss, cost, or other expense, including reasonable attorney’s fees that may be incurred by such other party by reason of any breach of the foregoing warranties.

21.07 **Entire Agreement.** This Lease and the Exhibits attached hereto and made a part hereof by this reference contain the entire and only agreement between Landlord and Tenant with respect to the transaction contemplated hereunder. This Lease may not be amended or modified except pursuant to a written instrument signed by both Landlord and Tenant.

21.08 **Relationship of Parties.** The relationship between Landlord and Tenant is solely that of landlord and tenant and nothing in this Lease shall be construed as creating a partnership or joint venture between Landlord and Tenant.

21.09 **Indemnity.** Except as otherwise explicitly provided herein, Tenant shall defend, protect, indemnify and hold Landlord, its employees, officers, shareholders, managers, members, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all liabilities, objections, losses, liens, costs, claims, actions, damages, personal injuries, penalties and expenses (including reasonable attorneys’ fees) arising in any way at any time in favor of any person or entity out of or relating to the Premises (including, but not limited to, the construction thereof) or any default of Tenant under this Lease.

21.10 **Rights and Remedies.** It is hereby agreed by Landlord and Tenant that each and every right, remedy and benefit provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed at law or in equity.

21.11 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly 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 as rent be deemed an accord and satisfaction, and 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 provided in this Lease.

21.12 **Transfer of Interest.** In the event of any transfer or transfers of Landlord’s interest in the Premises, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or Lease shall be delivered to Tenant as required

by law. Upon the termination of any such Lease in a sale-leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage to which this Lease is or may be subordinate shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust or lessor shall have actually received the security deposited hereunder.

21.13 **Estoppel Certificate.** Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to the other a certificate in reasonably acceptable form certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating said modifications), (b) the dates to which Base Rent and other charges have been paid in advance, if any, (c) Tenant neither (i) presently asserts any Landlord default, claim against Landlord, matured right of setoff, or right to pay reduced rent nor (ii) knows of any fact which, with the giving of notice or the passage of time, or both, could give rise to any such default, claim or right (or if there are such assertions or knowledge, stating said assertions or knowledge) (d) that there are no uncured defaults by Landlord, and (e) any other information reasonably requested by Landlord, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee of the Premises.

21.14 **Limitation of Liability of Landlord.** If Landlord shall fail to perform any covenant, term or condition of this Lease required to be performed by Landlord under this Lease, and if as a consequence of such default Tenant shall recover a money 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 right, title and interest of Landlord in the Shopping Center and out of rents and other income from such Shopping Center receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or a part of the Shopping Center. Neither Landlord, its successors or assigns, nor any of the parties, persons or entities comprising the Landlord, shall be liable for any deficiency.

21.15 **Surrender upon Termination.** Upon the expiration or earlier termination of this Lease, Tenant will yield and deliver up the Premises, including the Building and the fixtures and equipment belonging to Landlord therein contained, peaceably to Landlord in "broom-clean" condition and in as good repair as when taken, except for reasonable and normal wear and tear, and except for damage or destruction resulting from causes which are covered by insurance.

21.16 **Survival.** All of Tenant's obligations, representations, warranties and covenants contained in this Lease shall survive the expiration or termination of this Lease.

21.17 **Right to Mortgage.**

(a) The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon the Landlord's interest in the Premises. Tenant covenants and agrees to execute, acknowledge and deliver upon demand any and all instruments subordinating this Lease to the lien of any mortgage; provided that such instruments acknowledge and recognize Tenant's right to continue to occupy the Premises pursuant to the terms of this Lease. In the event Tenant is provided written notice of the existence of any mortgagee of the Premises (which notice shall specify the name and address of such mortgagee), Tenant shall deliver a copy of any notice to Landlord of Landlord's default under this Lease to such mortgagee. Tenant also agrees that any mortgagee or trustee may elect to have this

Lease be 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 the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees that, upon the request of Landlord, any mortgagee or any trustee, Tenant shall execute whatever instruments may be required to carry out the intent of this Section.

(b) In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under the Lease.

21.18 **Landlord's Representation and Warranty.** Landlord represents and warrants that they are authorized to do business in the State of Michigan and that the persons signing this Lease have the full power and authority to enter into this Lease

21.19 **Tenant's Representation and Warranty.** Tenant represents and warrants that it is (or will be as of the Commencement Date) a Michigan limited liability company in good standing, that it is authorized to do business in the State of Michigan and that the person signing this Lease on its behalf has the full power and authority to enter into this Lease.

21.20 **Security Deposit.** Intentionally Omitted

21.21 **Legal Expenses.** In case suit shall be brought for recovery of possession of the Premises, for recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred therefore, including actual attorney's fees incurred by Landlord. If, in addition to the foregoing, matters arise under the tenancy created hereunder in which Landlord secures the services of counsel excluding, however, services that may be rendered leading to the execution of the Lease, Tenant shall pay to Landlord the legal fees actually incurred by Landlord.

21.22 **Furnishing of Financial Statement.** Upon Landlord's written request, Tenant shall promptly furnish Landlord from time to time, financial statements reflecting Tenant's current financial condition.

21.23 **Environmental.** Tenant hereby agrees that (a) no activity will be conducted on the Premises that shall produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws, are fully and completely disclosed to Landlord, and are expressly approved in advance in writing by Landlord; (b) the Premises shall not be used in any manner for the storage of those Hazardous Substances, except for such storage that is in the ordinary course of Tenant's business in amounts appropriate for such use (the "Permitted Material") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws, are fully and completely disclosed to Landlord, and are expressly approved in advance in writing by Landlord; (c) no portion of the Premises shall be

used as a landfill or a dump; (d) Tenant shall not install any underground tanks of any type; (e) Tenant shall not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (f) Tenant shall not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required removal and cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Tenant shall immediately give Landlord written notice as soon as Tenant becomes aware of any suspected breach of this Section, or any condition or circumstance which makes the environmental warranties contained in this Lease incomplete, inaccurate or misleading, upon learning of the presence or any release of any Hazardous Substances, or upon receiving any correspondence, notice, pleading, citation, indictment, complaint, order, decree, or other document from any source asserting or alleging a circumstance or condition which requires or may require a cleanup, removal, remedial action, or other response by, or on the part of the Tenant under Environmental Laws, or which seeks criminal or punitive penalties from Tenant for an alleged violation of Environmental Laws, or otherwise pertaining to Hazardous Substances which may affect the Premises, together with a copy thereof. In the event of any such circumstance, Tenant agrees, at its expense and at the request of Landlord, to permit an environmental audit solely for the benefit of the Landlord, to be conducted by the Landlord or an independent agent selected by the Landlord and which may not be relied upon by the Tenant for any purpose. This provision shall not relieve the Tenant from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws. Landlord, in the event it is named as a party, shall have the right, but not the obligation, to join and participate in any legal proceedings or actions initiated in connection with any matters related to Environmental Laws and to have its attorneys' fees in connection therewith paid by Tenant. Tenant shall, at Landlord's request, defend all suits, actions or proceedings commenced against Landlord with counsel approved by Landlord, in Landlord's sole discretion, and Tenant shall pay all costs and judgments associated therewith. Tenant shall be solely responsible and shall indemnify, defend and hold Landlord, and any property manager of the Premises, their directors, officers, employees, agents, successors and assigns, harmless from and against all claims, demands, actions, losses, liabilities, costs, expenses, damages and obligations of any nature (including, without limitation, diminution in value of the Premises; all consequential damages; the cost of any required or necessary repair, cleanup or detoxification of the Premises; the preparation and implementation of any closure, remedial or other required plans; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises; damages arising from any adverse impact on marketing of space; damages to adjacent property; costs of restoring the Premises, and sums paid in settlement of claims, attorneys' fees, court costs, consultant fees, and expert fees) incurred by or asserted against Landlord and directly or indirectly as a result of, arising from, connected with, or attributable to use of the Premises, or the generation, storage, release, threatened release, discharge, disposal, removal or presence of any Hazardous Substances, or relating to any activity, act or omission involving Hazardous Substances or noncompliance with any Environmental Law. The foregoing indemnification shall survive the termination or expiration of the Lease. Notwithstanding anything to the contrary contained in this Lease, any default under the terms of this Section shall be a material default under this Lease enabling Landlord, at Landlord's option, to immediately exercise any of the remedies set forth in this Lease, in addition to any other remedies available to Landlord, without notice to Tenant and without obligation to provide any grace or cure period to Tenant. Notwithstanding anything to the contrary contained herein, Landlord's approval of any activity or storage relating to any Hazardous Substance is not intended to, and shall not, be deemed an undertaking by Landlord to determine whether or not such activity

or storage is in compliance with Environmental Laws and Landlord assumes no responsibility with respect thereto.

“Environmental Laws” means and includes any federal, state or local law, rule, ordinance, regulation or other legal requirement now or hereinafter in effect relating to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), human health and safety or any other environmental matter, including, without limitation, the following laws as the same may be amended from time to time: The National Resources and Environmental Protection Act, M.C.L. §324.101, et seq.; Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9602, et seq.; Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Refuse Act, 33 U.S.C. §407; and Occupational Safety and Health Act, 29 U.S.C. §651, et seq.; Clean Air Act, 42 U.S.C. §7401, et seq.

“Hazardous Substances” means any hazardous or toxic substances, materials or wastes, pollutants or contaminants defined, listed or regulated by the Environmental Laws or by any other federal, state or local law, regulation or order or by common law decision; and shall include, without limitation, asbestos, polychlorinated biphenyls, radon, urea formaldehyde, petroleum (including gasoline, crude oil and natural or synthetic gas), and related substances.

21.24 **Rules and Regulations.** The rules and regulations applicable to Tenant’s use, occupancy and operation within the Premises and the Shopping Center are attached hereto as **Exhibit E**, incorporated by this reference herein, and hereby made a part of this Lease

21.25 **Consultation.** Tenant acknowledges that Landlord and/or its agent(s) have advised Tenant to consult with its attorney and accountants as to the effects of entering into this Lease, including but not limited to the tax consequences of same, the terms and conditions of the Lease and its sufficiency and effect. Neither Landlord, VDG Grosse Pointe, LLC, its members, or any of its affiliates or related entities, or any person or entity affiliated therewith have made any representations concerning this Lease or matters related thereto unless expressly stated in writing in this Lease.

21.26 **Force Majeure.** Whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of force majeure. As used herein “force majeure” shall mean a delay in a party’s reasonable performance hereunder due to act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, strikes, lockouts, condemnation, laws or orders of governmental, civil, military or naval authorities, except that lack of or inability to procure monies to fulfill a party’s commitments and obligations under this Lease shall not be force majeure.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have each signed and delivered this Lease as of the date first above written.

In the presence of:

**LANDLORD:**

**VDG GROSSE POINTE, LLC,  
a Michigan limited liability company**

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\_\_\_\_\_  
By:  
Its: Manager

**TENANT:**

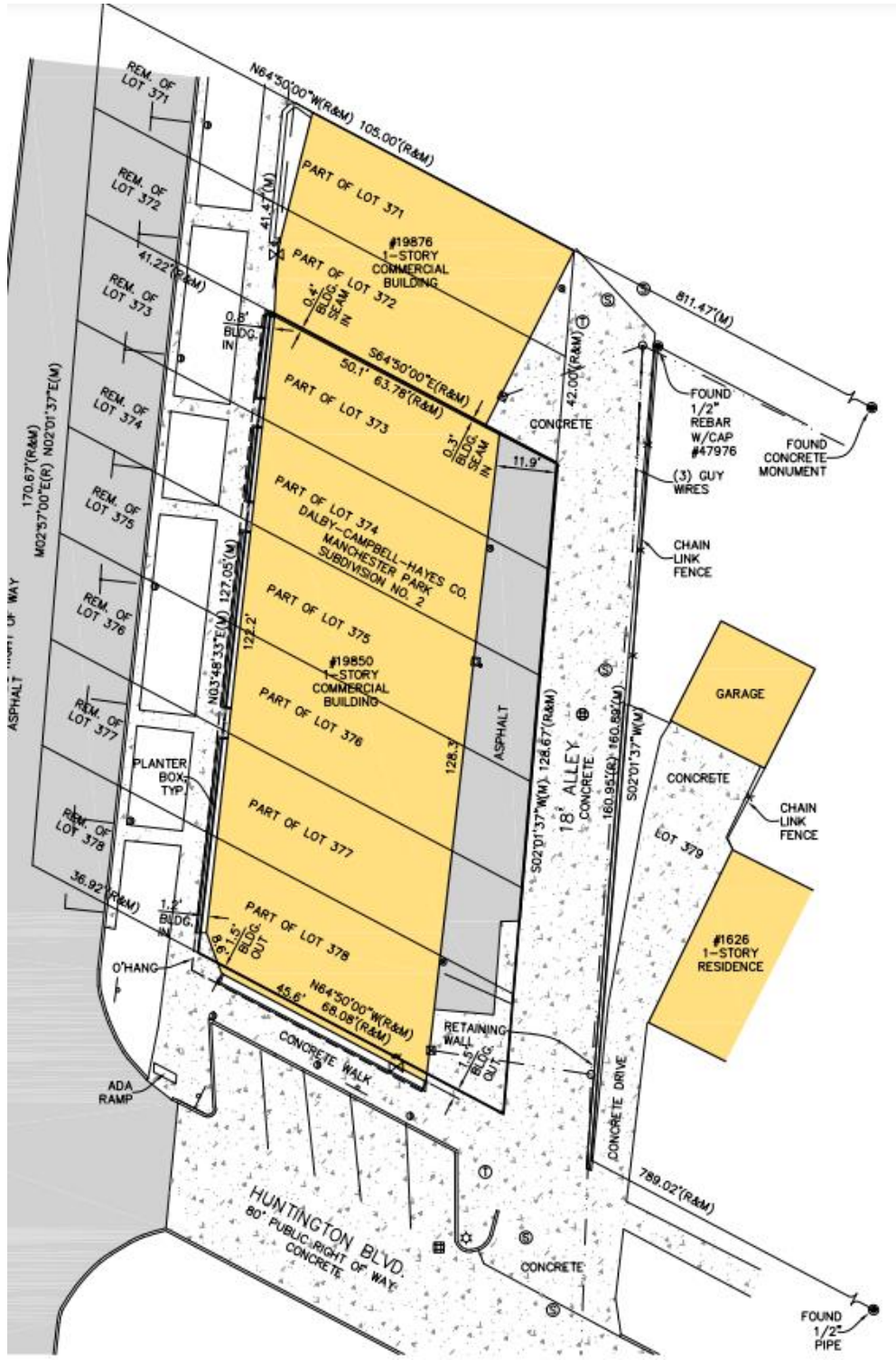
**CRISPELL'S, LLC  
a Michigan limited liability company**

---

\_\_\_\_\_  
By:  
Its:



EXHIBIT A  
("Site Plan")



**EXHIBIT A-1**

("Legal Description")

## **EXHIBIT B**

### (“Description of Landlord’s Work”)

Landlord shall deliver the space in “Grey Shell” condition. Outside of any maintenance items or utility items listed in the paragraphs of site survey or utilities.

- 600 amp service-3 Phase (400 amp 3 phase 120/208 and 200 amp 3 phase 120/208
- 12.5 combined into a 7.5 and 5 ton unit HVAC mounted on rooftop with proper ducting into the suite
- Gas Meter Size for Commercial Kitchen-2.5 Million BTU’s
- Wall Demised, Sanded, and ready for paint
- Patio space created (If applicable)

("Tenant's Final Plans")

## **EXHIBIT C**

("Parking Agreement")

Tenant shall have the non-exclusive use of the adjacent parking lot. Landlord will provide a copy of the parking agreement under this Exhibit. Parking lot lighting in the vicinity of the Leased Premises shall be maintained by Landlord.

## **EXHIBIT D**

### ("Sign Criteria")

#### A. General

- (1) Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Shopping Center, except in the interior of the Leased Premises, without Landlord's prior written approval. No symbol, design name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center. Tenant further agrees to maintain in good condition and repair at all items any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.
- (2) The furnishing and installation of a sign and the costs incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained herein.
- (3) Each Tenant will be required to identify its premises by a sign.
- (4) Service doors will be provided with uniform signs identifying stores by the Landlord. Tenant shall not post other additional signs.
- (5) Submit four (4) prints of sign design and details to Landlord for approval. Tenant shall obtain a building permit as required by township code for any work performed by Tenant's sign contractor as well as all final approvals required by the governmental authorities having jurisdiction over same.
- (6) Sign location will be designated by the Landlord. Sign location may be such that the centerline of the sign is not centered over the centerline of the Tenant's storefront.
- (7) Tenant's sign contractor shall provide the necessary and required backing and framing behind the sign facia to support Tenant's sign.
- (8) Landlord shall dictate the hours of illumination for the signs.

#### B. Sign Criteria

- (1) The wording of the sign shall be limited to the store name only and such name shall not include any items sold therein unless the nature of the item(s) and wording shall not exceed the average size for sign letters.

- (2) The use of corporate shields, crests, logos, or insignia will be permitted provided such corporate shields, crests, logos or insignia shall not exceed the average height for sign letters.
- (3) The average height of sign letters or components shall not exceed 30” with no letter larger than 36”.
- (4) The extreme outer limits of sign shall not exceed 63% of the store width.
- (5) The Landlord provides a conduit from rear of store to junction box behind the sign fascia wall near the sign location (above ceiling) with wiring for one circuit only (cost for additional wiring by Tenant).
- (6) The following design standards will be adhered to:
  - (a) Sign letters shall be individual and shall be of metal sides, plastic face, trim caps and mounted directly on sign transformer house which shall be attached to metal canopy fascia of covered walkway.
  - (b) All letters shall have concealed attachment devices, clips, wiring and transformer. No exposed tubing or lamps will be permitted.
  - (c) Tenant’s sign contractor shall wire sign and make connection from metal canopy fascia to which sign is to be attached to junction box above canopy ceiling near storefront.
  - (d) No exposed conduit or junction boxes on face of metal canopy fascia will be permitted.

C. Prohibited Types of Signs or Sign Components

- (1) Moving or rotating signs.
- (2) Signs employing moving or flashing lights.
- (3) Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.
- (4) Signs employing painted and/or non-illuminated letters.
- (5) Cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including exterior surfaces of door and/or windows) of the premises.
- (6) Signs employing noise making devices and components.
- (7) Signs, letters, symbols or identification of any nature, painted directly on surfaces exterior to the premises.
- (8) Freestanding signs.

- (9) Signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings.
- (10) Box signs.



## **EXHIBIT E**

### ("Rules and Regulations")

This Lease is subject to the following Rules and Regulations that are made a part hereof:

(a) The delivery or shipping of merchandise, supplies and fixtures to and from Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises and the Shopping Center.

(b) Except as may be provided in the Lease to the contrary, all garbage and refuse shall be kept in approved containers and shall be placed outside of the Premises prepared for collection. Tenant shall retain a garbage and refuse removal service approved by Landlord, and expense of this service shall be borne by Tenant.

(c) No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without, in each instance, the written consent of Landlord. Any aerial so installed without such written consent at any time shall become the property of Landlord at Landlord's option.

(d) No exterior loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises without the written consent of Landlord.

(e) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(f) The outside areas including but not limited to sidewalks and landscaped area, immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas, and further shall maintain the show windows and signs in a neat and clean condition.

(g) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for the purpose by Landlord. Tenant agrees that neither it nor any of its agents or employees shall park in front of the building.

(h) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

(i) Tenant shall use at Tenant's cost such pest extermination and at such intervals as may be required to maintain the Premises in a sanitary condition.

(j) Any tenant servicing food by carry-out or a sit-down restaurant nature is required to subscribe to a monthly pest control service. Tenant is further required to send a copy of said pest control service receipt to Landlord for services performed.

(k) Any tenant that has a hood and/or fans installed for the purpose of venting is required to subscribe to a vent cleaning service and have said vents cleaned not less than two (2) times per year. Tenant is further required to send a copy of said cleaning receipt to the Landlord.

## GUARANTY

The undersigned, in consideration of the leasing of the space described in this Lease by and between **VDG GROSSE POINTE, LLC**, a Michigan limited liability company, the address of which is 950 S. Old Woodward Avenue, Suite 220, Birmingham, Michigan 48009 (hereinafter referred to as the "Landlord") and **CRISPELLI'S, LLC**, a Michigan limited liability company, the address of which is 1890 Southfield Road, Birmingham, MI 48009 (hereinafter referred to as the "Tenant"), does hereby covenant and agree as follows:

A. For the first five (5) years of the base term of the Lease, the undersigned does hereby guarantee the full, faithful and timely payment and performance by Tenant of all of the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at their expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including actual attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. Each of the undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

B. In addition, during the initial Term of the Lease, the undersigned further guarantee's payment of (i) all costs of amortized Tenant Improvement Allowance defined in section 1.05 (d) paid by Landlord in connection with this Lease (Tenant Improvement Dollars to be amortized over 5 years, starting on the Commencement Date)

C. The obligations of the undersigned hereunder are independent of, and may exceed, the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waive any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.

D. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under, the Lease. Each of the undersigned hereby waives notices of any of the foregoing, and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, "Tenant" shall be deemed to include any and all concessionaires, licensees, franchisees, department operators,

assignees, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the Premises, as fully as if any of the same were the named Tenant under the Lease.

E. The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

F. This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.

G. Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires.

H. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part.

I. In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should any party institute a suit against the other for a declaration of rights hereunder, or should any party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

J. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor(s) hereunder.

K. This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

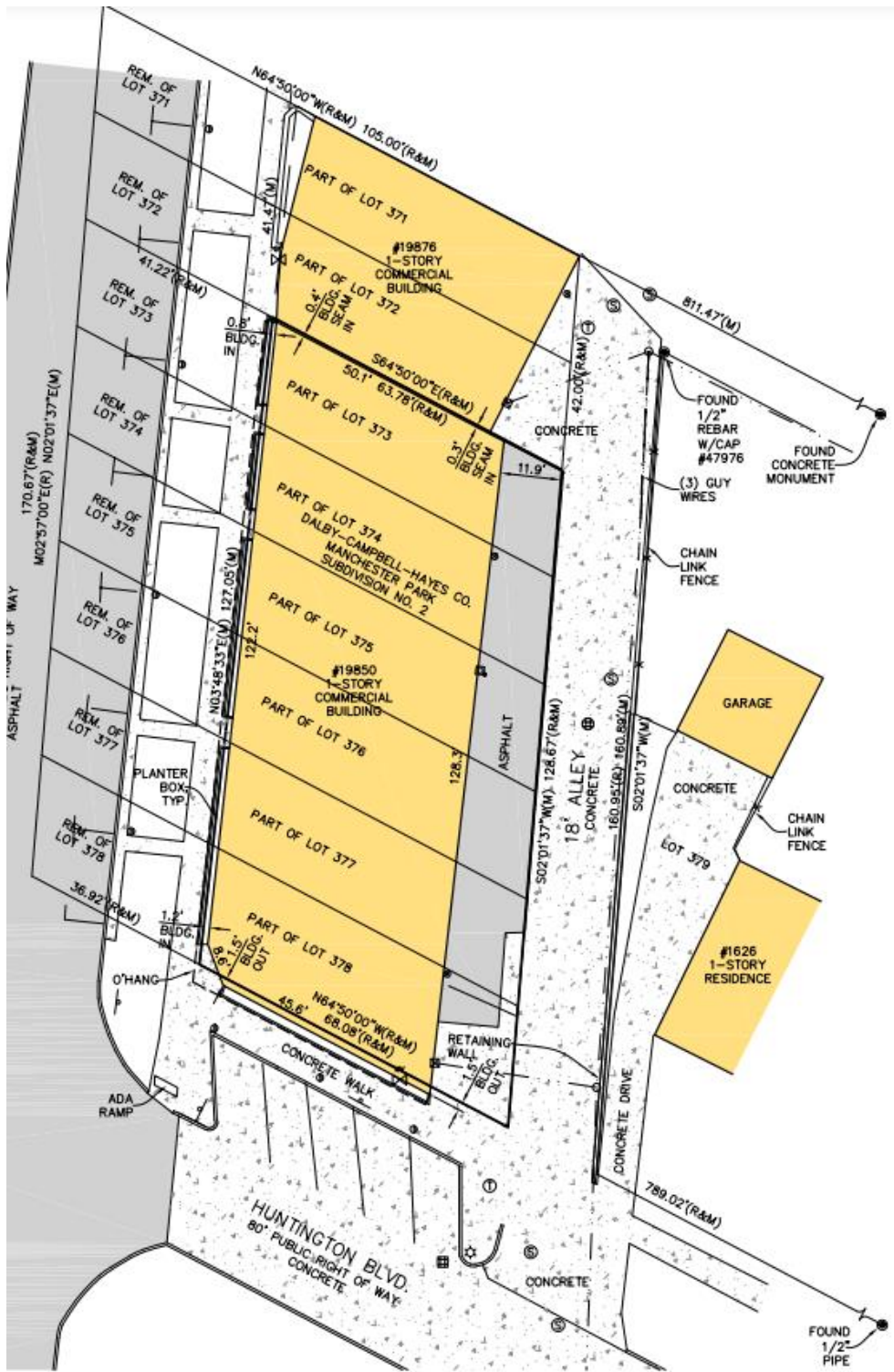
K. The foregoing provisions of this Guaranty notwithstanding, Guarantor's obligations hereunder shall be limited to an amount of all financial obligations of Tenant under the Lease which are due, or become due, during the sixty (60) months after the Commencement Date, and the unamortized Allowance paid by Landlord in connection with this Lease (to be amortized over 5 years, starting on the Commencement Date).

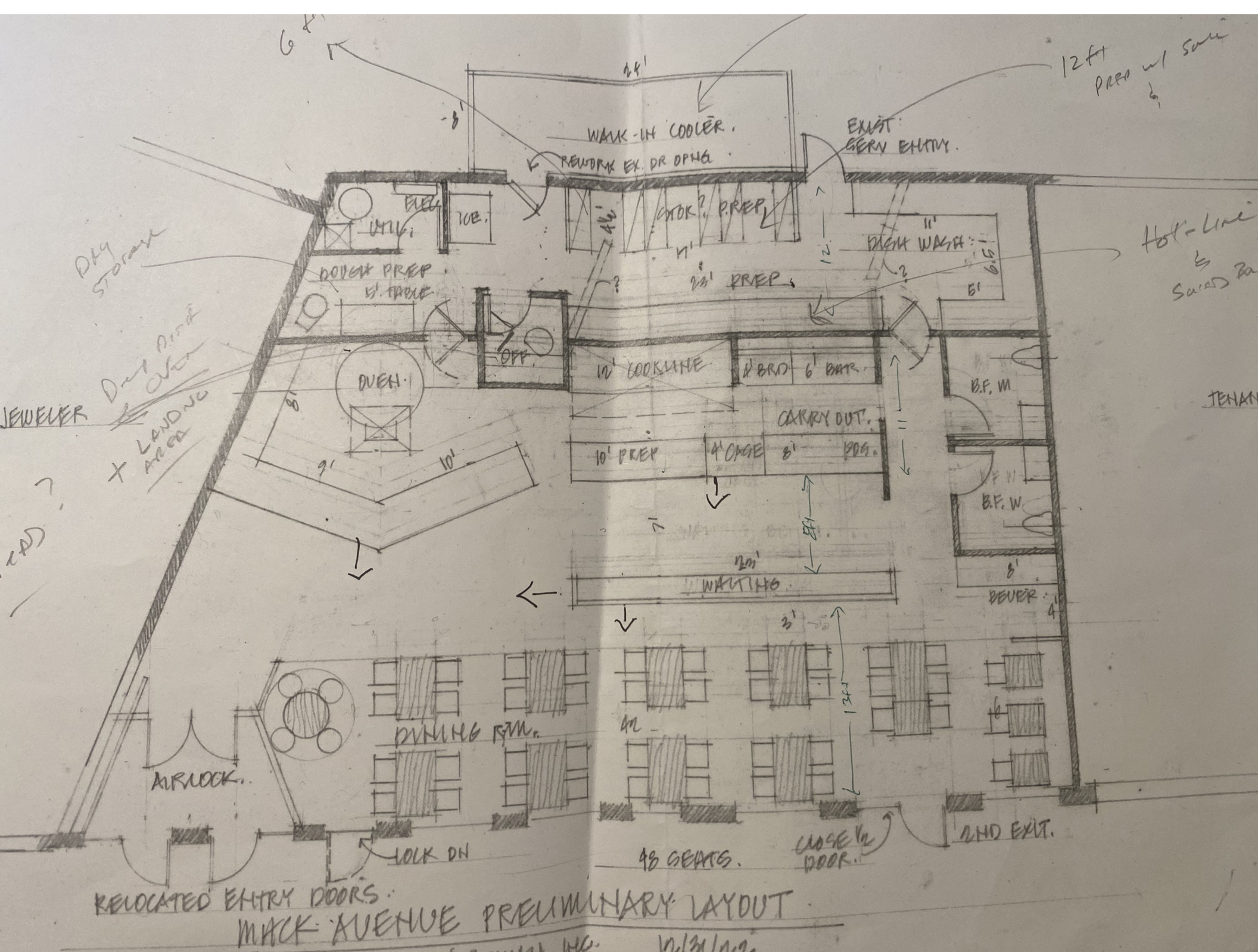
IN WITNESS WHEREOF, the undersigned has executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

By: \_\_\_\_\_

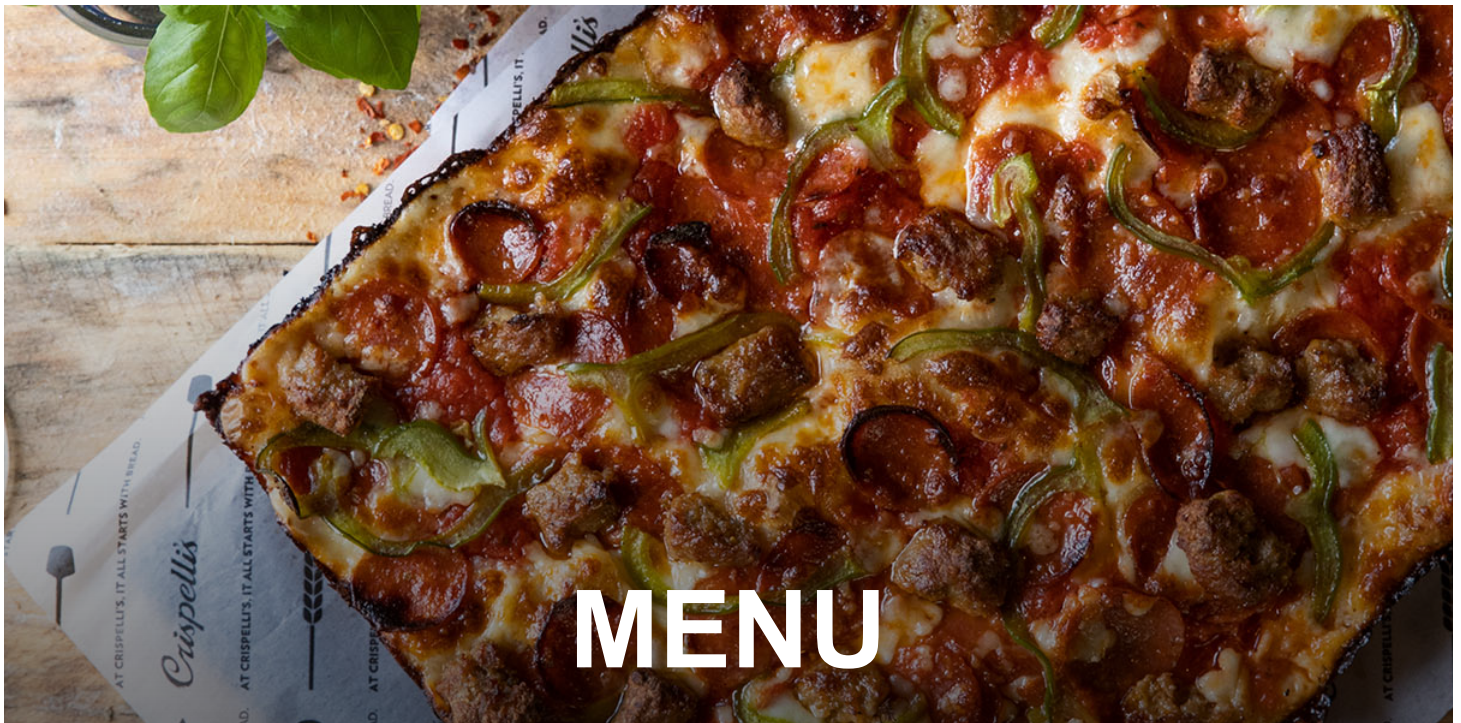
Its: \_\_\_\_\_





MACK AVENUE PRELIMINARY LAYOUT

12/31/22



Here, you'll see that we're focused on one thing and one thing only: affordable gourmet. Using the finest ingredients and highly refined bakery techniques, we're bringing back old world taste with an old world price. Bon appétit!

## STARTERS

**BOSCO STICKS** 2 for 5.95 | 3 for 7.95  
cheese filled bread sticks.

**BAKED MEATBALLS** 11.75  
five house made meatballs, marinara, parmesan.

**CHEESY BREAD** small 9.95 | large 13.95  
olive oil, minced garlic, oregano, blended cheeses.

**DRY RUB CHICKEN WINGS** (*Excluding Clarkston*) 12.75  
six wings served with buttermilk herb aioli.

**BLACKENED STEAK TIPS** 15.95  
beef tenderloin, zip sauce, grilled sourdough.

## SALADS



*add rosemary chicken 6.5, cedar plank salmon 8.5 to any salad.*

**CRISPELLI** small 9.5 | entrée 12.95 | family 18.95  
house blend lettuce, garbanzo beans, cucumber, carrot, tomato, black olive, parmesan cheese, red wine vinaigrette.

**CAESAR** small 9.5 | entrée 12.95 | family 18.95  
romaine, parmesan, crostini, classic dressing.

**MEDITERRANEAN** small 9.5 | entrée 12.95 | family 18.95  
house blend lettuce, kalamata olive, beets, tomato, marinated red onion, cucumber, feta, lemon oregano dressing.

**MICHIGAN** entrée 14.25 | family 20.95  
house blend lettuce, dried cherries and cranberries, poached apples and pears, bleu cheese, candied walnuts, bacon, sherry vinaigrette.

**ANTIPASTO** entrée 14.25 | family 20.95  
house blend lettuce, Dearborn ham, aged salami, tomato, mozzarella, parmesan, oregano, red wine vinaigrette.

**SOUP & SALAD COMBO** 13.75  
any cup of soup and small salad. (caesar/Crispelli/mediterranean)

## SOUPS

cup 5.5 | bowl 7.5

**TOMATO BISQUE**  
roma tomatoes simmered in chicken stock, onion, garlic, oregano and a hint of cream

**MINISTRONE**  
zucchini, carrots, leeks, potato, tomato in a savory vegetable broth, with white beans, pasta and pesto

**NEW ENGLAND CLAM CHOWDER**  
chopped clams, bacon, onion, celery, potato, and sweet cream

## PASTAS

*served with choice of side salad or vegetable, and epi*

**SPAGHETTI & MEATBALLS** 16.95  
marinara, house made meatballs, parmigiano reggiano.  
*Spaghetti w/marinara 15.95*

**CHICKEN PARMESAN** 18.5

spaghetti, marinara, mozzarella, parmigiano reggiano.

**3-CHEESE BAKED MACARONI** 13.95

cheddar, mozzarella, parmesan.

**Ask about our gluten free menu!**

*\*Ask your server about menu items that are cooked to order. Consuming undercooked meats or eggs may increase your risk of foodborne illness.*

## GOURMET PIZZAS

**MARGHERITA** small 12.75 | large 20.95

tomato sauce, fresh mozzarella, basil, extra virgin olive oil.

**PEPPERONI MARGHERITA** small 13.75 | large 22.95

tomato sauce, fresh mozzarella, basil, extra virgin olive oil with pepperoni.

**RED PIE** small 13.75 | large 21.95

tomato sauce, fresh mozzarella, italian sausage, caramelized onion.

**PROSCIUTTO** small 14.75 | large 22.95

aged prosciutto, extra virgin olive oil, minced garlic, fresh mozzarella, arugula.

**MEDITERRANEAN** small 13.75 | large 21.95

fresh mozzarella, minced garlic, extra virgin olive oil, oregano, chicken, feta, roma tomato, mild pepper.

**WHITE PIE** small 12.75 | large 20.95

traditional mozzarella, extra virgin olive oil, parmigiano reggiano, minced and roasted garlic, artichoke.

**WILD MUSHROOM** small 13.75 | large 21.95

extra virgin olive oil, minced garlic, sautéed wild mushrooms, three cheese blend, fresh mozzarella, parmigiano reggiano.

**SHRIMP & CHORIZO** small 14.75 | large 22.95

shrimp, chorizo sausage, cilantro pesto, roasted red peppers, fontina, gruyere, feta, white cheddar.

## BUILD YOUR OWN PIZZA

**AUTHENTIC ITALIAN THIN CRUST**

tomato sauce and mozzarella.

11" small 9.95 + 1.25 per topping

15" large 15.95 + 2.5 per topping

### **DETROIT STYLE DEEP DISH**

tomato sauce and mozzarella.

small 10.95 + 1.25 per topping

large 16.95 + 2.5 per topping

### **TRADITIONAL TOPPINGS:**

pepperoni, mushroom, green pepper, onion, ham, italian sausage, bacon, black olives, spinach, pineapple, mild pepper, tomato, jalapeño pepper, peppadew pepper, green olives

### **GOURMET TOPPINGS:**

roasted garlic, fresh basil, caramelized onion, grilled chicken, artichoke, anchovy, arugula, chorizo sausage

**prosciutto, shrimp, chicken, fresh mozzarella** 1.75 small | 3.5 large

**gluten free crust** 3 • **vegan cheese** small 1 | large 2

## SANDWICHES

*All sandwiches served on our daily baked bread with pickle and choice of kettle chips, side crispelli or caesar salad.*

*Substitute french fries for 1.95 (excludes Clarkston)*

### **PATTY MELT** 14.95

custom grind beef blend, on sourdough, havarti cheese, Dijon aioli, wild mushroom, red onion, zip sauce.

*\*prepared medium well, no substitutions\**

### **ITALIAN PANINI** 13.5

aged salami, ham, soppressata, tomato, fresh mozzarella, basil, rustic italian bread.

### **CAPRESE** 12.95

tomato, fresh mozzarella, basil, rustic italian bread.

### **GRILLED CHEESE** 12.5

roasted garlic-basil cheese, parmesan, sourdough bread.

### **GRILLED CHICKEN CLUB** 15.5

rosemary chicken, bacon, cheddar, lettuce, tomato, sourdough bread with basil pesto mayo or chili garlic mayo.

### **TUNA SALAD** 12.95

albacore tuna, celery, dill relish, tomato, romaine, mayo, sourdough bread.

### **CEDAR PLANK SALMON SANDWICH** 16.5

asian marinated salmon, swiss cheese, cucumber, arugula

and lemon aioli, demi baguette.

**1/2 & 1/2 COMBO** 13.75

any cup of soup or small salad and half sandwich (not available with cedar plank salmon or grilled chicken club).

## RED WINE

**g** glass • **c** 1/2 carafe • **b** bottle

**PINOT NOIR, 10 SPAN, CENTRAL COAST**

Aromas of red berries, complemented by Asian spice notes. Raspberry and cherry flavors, juicy.

g 8.5 | c 17 | b 25.5

**PINOT NOIR, MEIOMI, MONTEREY/SONOMA/SANTA BARBARA**

Aromas of berries, fresh cranberry and malted vanilla. an extremely layered wine both in structure and flavor.

g 12.75 | c 25.5 | b 38.25

**RED BLEND, COLUMBIA WINERY, COLUMBIA VALLEY**

Columbia Valley Hints of ripe raspberry and red cherry. Soft tannins, notes of vanilla, toasted oak and brown spice on the long finish.

g 9.5 | c 19 | b 28.75

**VENICIAN RED BLEND, ALLEGRINI VALPOLICELLA, DOC**

Fragrant nose filled with red fruit and aromatic herbs. The lively palate is cherries with hints of pepper and herbs.

g 12.75 | c 25.5 | b 38.25

**MERLOT, R COLLECTION, CALIFORNIA**

Smooth cherry, raspberry and plum flavors meld with hints of earth and spice with a toasty vanilla finish.

g 10.5 | c 21.25 | b 31.75

**MALBEC, TRIVENTO UCO VALLEY MENDOZA**

Notes of plums, cassis, blackberries and black cherries. Sweet spice on the palate, round tannins, long silky finish.

g 11.75 | c 23.5 | b 35

**SUPER TUSCAN SANTA, TUSCANY IGT**

A bouquet of violets and cherries. Nuances of plums and black pepper on the long, lush finish.

g 10.75 | c 21.25 | b 31.75

**CHIANTI CLASSICO, RUFFINO 'AZIANO', TUSCANY, DOCG**

Medium-bodied, the wine shows core of ripe fruit flavors, dominated by notes of plums and cherries.

g 13 | c 26.5 | b 39.75

**CABERNET SAUVIGNON, LA TERRE, CALIFORNIA**

Medium-bodied with berry and vanilla flavors.

g 8.5 | c 17

**CABERNET SAUVIGNON, DRUMHELLER, COLUMBIA VALLEY**

Aromas of ripe cherries, blackberries and cinnamon. The finish is intense yet silky.

g 9.5 | c 19 | b 28.75

**CABERNET SAUVIGNON, LOUIS M MARTINI, CALIFORNIA**

Ripe flavors of black plum jam and black currant with hints of oak and a touch of baking spice.

g 11.75 | c 23.5 | b 35

**CABERNET SAUVIGNON, SILVER PALM, NORTH COAST**

Aromas of black currants, anise and dark chocolate. Flavors of blackberries, cherries, cocoa and toasted oak. Silky, long finish.

g 12.25 | c 24.5 | b 36.75

**BOOK OUR CLUB ROOM FOR YOUR NEXT  
PRIVATE PARTY.**

Great for birthdays, showers, rehearsal dinners, retirement parties and more.

—  
Ask the manager for details .

## WHITE WINE

g glass • c 1/2 carafe • b bottle

**MOSCATO, SEVEN DAUGHTERS, PIEDMONT**

A delightfully refreshing, clean and crisp wine that emphasizes the fresh fruit.

g 10 | c 19.5 | b 29

**RIESLING, CHATEAU GRAND TRAVERSE, 'SEMI DRY', OLD MISSION  
PENINSULA**

Flavors of citrus and fresh fruit abound, balanced with crisp acidity and a lasting finish.

g 9.5 | c 18.5 | b 27.5

**PINOT GRIGIO, BANFI 'LE RIME', TOSCANA IGT**

Aromas of pear and white flowers. Well balanced with crisp acidity.

g 9.5 | c 18.5 | b 27.5

**PINOT GRIGIO, DAVINCI, DELLE VENEIZE IGT**

Notes of apple, tropical and citrus fruits. Lively acidity, fresh and crisp.

g 10 | c 19.5 | b 29

**SAUVIGNON BLANC, NOBILO, MARLBOROUGH**

This wine treats you to aromas of ripe tropical and citrus fruits which flow through to the palate and a crisp dry finish.

g 11 | c 21.5 | b 32

**CHARDONNAY, LA TERRE, CALIFORNIA**

Fresh apples, pears, with a touch of apricot mixed in the aroma.

g 8.5 | c 16.5

**CHARDONNAY, STORYPOINT, CALIFORNIA**

Flavors of peach, pear and green apple. Creamy – spice oak notes of caramel and vanilla on the mouth.

g 10 | c 19.5 | b 29

**CHARDONNAY, BENZIGER FAMILY WINERY, SONOMA COUNTY**

Aromas of pear and citrus, highlighting lemon and lime, are followed on the palate with pineapple and tropical fruit flavors.

g 11.5 | c 22.5 | b 33.5

**PROSECCO, RUFFINO, ITALY DOC**

Crisp, clean and delicate with fine bubble caressing the palate. Intense flavors of apple, pears and citrus.

b 37.5

**PROSECCO, LA MARCA, ITALY DOC**

Light, refreshing and crisp with ripe citrus, lemon, green, apple, and touches of grapefruit.

Split 15

## DRAFT BEER

**PERONI** 6.5

**BLUE MOON** 6.5

**BELL'S TWO HEARTED** 7.5

**BUD LIGHT** 5

**SEASONAL**

## BOTTLED BEER

**STELLA ARTOIS** 6.5

**BLUE LIGHT** 5.5

**FAT TIRE** 6.5

**ALL DAY IPA** 6.5

**MICHELOB ULTRA** 5.5

**BUDWEISER** 4.75

*Ask your server about additional beers*

# HARD SELTZER

*High Noon Sun Sips, Real Vodka & Real Juice*

**HIGH NOON WATERMELON 8**

**HIGH NOON GRAPEFRUIT 8**

**HIGH NOON PINEAPPLE 8**

**HIGH NOON BLACK CHERRY 8**