

# Fahey Schultz Burzych Rhodes

ATTORNEYS AT LAW  
4111 OKEMOS ROAD  
OKEMOS, MI 48864 USA

FSBRLAW.COM  
TEL: 517.381.4100  
FAX: 517.381.5091

July 9, 2024

**Overnight Delivery**

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

Dear Mr. Antolin,

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

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

The enclosed documentation includes the following:

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



- Draft Lease for Proposed Premises

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

Thank you.

Sincerely,



**MARK J. BURZYCH**  
**MEMBER**

Direct: 517.381.3159

[mburzych@fsbirlaw.com](mailto:mburzych@fsbirlaw.com)

**Grosse Pointe Woods  
Liquor License Application**

**Daily Jam**

breakfast • lunch • brunch

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

## INTRODUCTION

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

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

## THE APPLICANT

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

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

## FINANCIAL STATUS OF THE APPLICANT

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



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

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

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

### **THE REAL ESTATE**

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

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

### **STATEMENTS REQUIRED BY CITY ORDINANCE**

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

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

### **SITE LOCATION, DESIGN, OPERATIONAL AND IMPLEMENTATION INFORMATION**

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

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

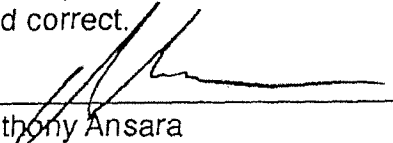
3. Attached is a floor plan, seating arrangements, interior design, and the type of furniture and fixtures to be used in the proposed restaurant.
4. Attached is the draft renovation plans.
5. The proposed hours of operation are as follows:

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

Estimated number of employees: 40

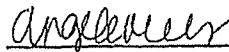
### APPLICANT VERIFICATION OF INFORMATION

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

  
\_\_\_\_\_  
Anthony Ansara

Dated: June 12, 2024

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

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

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

TAB I



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**

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

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

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

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

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

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

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

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

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

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

**7.  \$50,000 OF STOCKS OR BONDS\*** on deposit with the State of Michigan.

\* Required Attachments: (1) LISTING of the STOCKS AND BONDS showing the CURRENT VALUE, and (2) PLEDGE AGREEMENT with original signatures.

**8.  COMBINATION OF CASH, STOCKS or BONDS\*** worth \$50,000 or more on deposit with the State of Michigan.

\* Required Attachments: (1) LISTING of the STOCKS AND/OR BONDS showing the CURRENT VALUE and AMOUNT OF CASH, and (2) the PLEDGE AGREEMENT with original signatures.

**9.  IRREVOCABLE TRUST\*** in the amount of at least \$50,000 listing the State of Michigan as first beneficiary and claimant.

\* Required Attachments: (1) a copy of the TRUST.

**10.  IRREVOCABLE LETTER OF CREDIT\*** in the amount of \$50,000 pledged to the State of Michigan as first claimant.

\* Required Attachments: (1) an Original LETTER OF CREDIT.

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

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

*Paul J. Podzikowski*

TAB<sup>2</sup>

Table 1

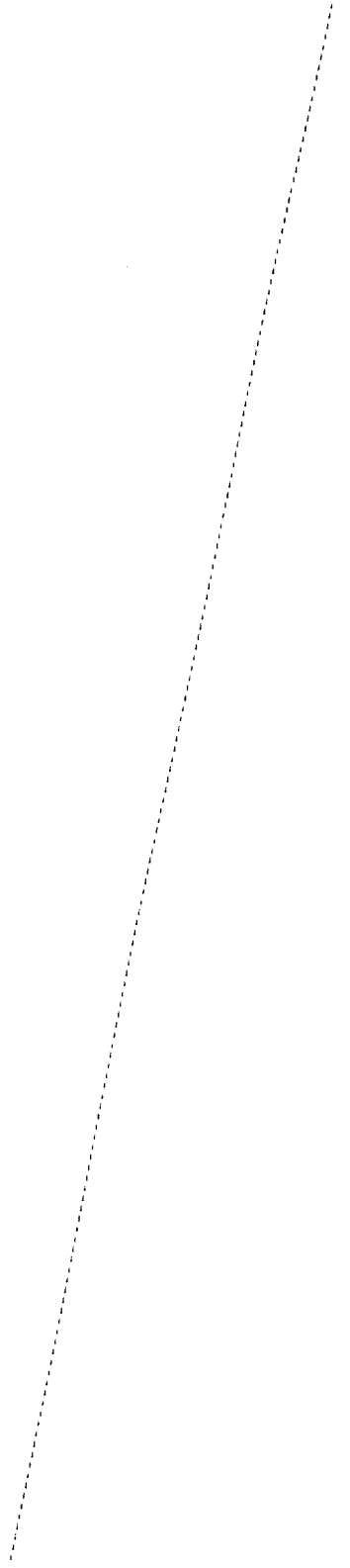
Activity	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Demolition	X											
Rough Carpentry		X	X	X								
Rough Plumbing		X	X	X								
Rough Electrical		X	X	X								
Framing				X	X							
Rough Plumbing Inspection					X							
Rough Electrical Inspection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

TAB 3



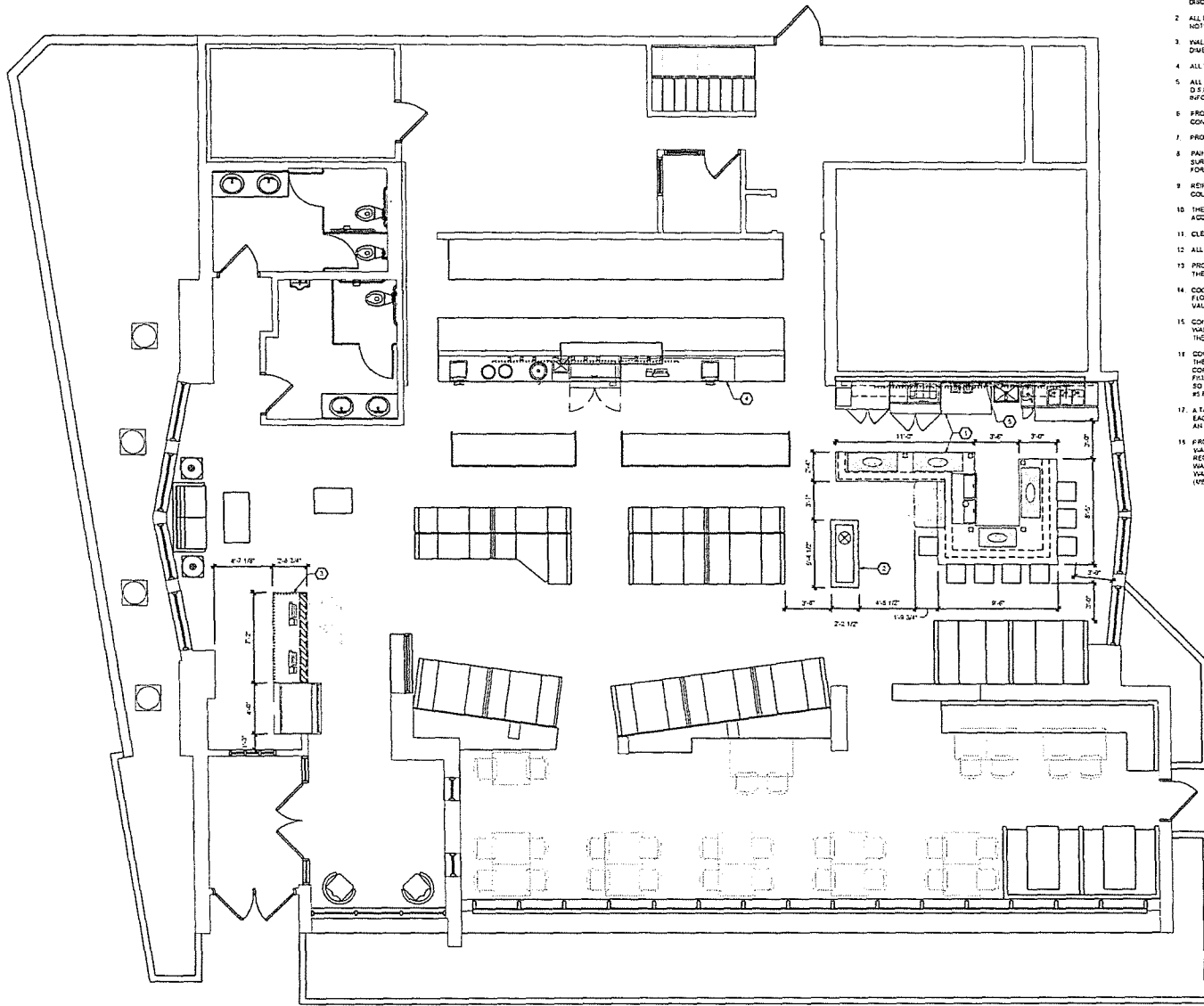


**TAB 4**





TAB 5



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

**GENERAL FLOOR PLAN NOTES:**

1. THIS DRAWING IS DIAGNOSTIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK. COORDINATE ALL DRAWINGS NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
3. WALL THICKNESSES ARE NOMINAL NOT ACTUAL DIMENSIONS. SEE WALL SCHEDULE FOR ACTUAL DIMENSIONS.
4. ALL WOOD, INCLUDING FLOORING USED ON THE PROJECT SHALL BE FIRE RETARDANT TREATED.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS D.B.H.A. AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
6. PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION.
7. PROVIDE TRANSITION STRIPS AT EACH CHANGE IN FLOOR FINISH MATERIALS.
8. PAINT, PATCH AND REPAIR THE FOLLOWING TO MATCH EXISTING MATERIALS: FLOOR, WALL AND CEILING SURFACES AS REQUIRED ADJACENT TO AREAS BEING DEMOLISHED. REFER TO DEMOLITION DRAWINGS FOR MORE INFORMATION.
9. REINFORCE WALL AND PROVIDE BLOCKING AS REQUIRED TO SUPPORT WALL CABINETS AND COUNTERTOPS.
10. THE CONTRACTOR SHALL PROVIDE AND INSTALL WALL REINFORCING FOR INSTALLATION OF ACCESSORIES, COAT RACKS, AND OTHER WALL MOUNTED ITEMS.
11. CLEAN AND REPAIR ALL EXISTING FLOOR FINISHES AS NECESSARY.
12. ALL EXPOSED PIPES, DUCTS, AND CONDUIT TO BE PAINTED TO MATCH EXISTING.
13. PROVIDE CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AT 30' 0" O.C. MAXIMUM AND AS INDICATED IN THE CONTRACT DOCUMENTS.
14. COORDINATE WITH OWNERS EQUIPMENT SUPPLIER FOR INSTALLATION REQUIREMENTS / LOCATIONS OF FLOOR WALL CEILING MOUNTED ITEMS, E.G. CAMERAS, TV'S, SPEAKERS, SENSORS, SECURITY VIBRO, VALVES, ETC.
15. CONTRACTOR SHALL CONDUCT A ROUGH ELECTRICAL INSPECTOR WITH OWNER, PRIOR TO ENCLOSING WALLS FOR THE PURPOSE OF CONFIRMING ALL WIRING LOCATIONS FOR POWER, DATA, VOICE, SWITCH, THERMOSTAT, ETC.
16. CONTRACTOR TO FILL ANY AND ALL EQUIPMENT PENETRATIONS OR DEPRESSIONS INTO OR THROUGH THE EXISTING SLAB THAT WILL NOT BE UTILIZED TO RE-INSTALL NEW EQUIPMENT (I.E. ABANDONED FLOOR COVERS, IMPRESSIONS FROM PREVIOUS EQUIPMENT FLOOR PLATE REMOVAL). PENETRATIONS SHALL BE FILLED WITH NON-SHRINK GROUT. THE SIDES OF ANY EXISTING OPENINGS SHALL BE MODIFIED/TERMINATED SO THAT THEY ARE WIDER AT THE TOP THAN AT THE BOTTOM. FOR LARGE OPENINGS, PROVIDE ONE (1) #5 BARS 1" UP FROM BOTTOM OF HOLE.
17. A TACTILE SIGN STATION EXIT AND COMPLIANT WITH ICC-117.1 SHALL BE PROVIDED ADJACENT TO EACH DOOR TO AN AREA OF REFUGE, AN EXTERIOR AREA FOR ASSISTED RESCUE, AN EXIT STAIRWAY, AN EXIT RAMP, AN EXIT PASSAGEWAY, AND THE EXIT DISCHARGE.
18. PROVIDE PERMANENT 3/4" HIGH CONTRASTING COLOR MARKING AND IDENTIFICATION AT ALL FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS, SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS WITHIN 10 FEET AT THE END OF EACH WALL, AND NOT EXCEEDING 30 FEET MAXIMUM HORIZONTAL INTERVALS. MINIMUM 2 LOCATIONS EACH WALL TYPICAL FOR ACCESSIBLE CONCEALED FLOOR, FLOORCEILING, OR AT THE SPACES PER CODE (ICC-703.1).

**FLOOR PLAN KEY NOTES:**

- (TYPICAL THIS SHEET ONLY)
1. NEW MILLWORK BAR AND BAR BAR EQUIPMENT
  2. NEW LOCATION FOR EXISTING FIREPLACE, RECONNECT EXHAUST AND UTILITIES
  3. NEW MILLWORK POS COUNTER AND CASE EQUIPMENT
  4. NEW SERVICE STATION EQUIPMENT PER DAILY JAM PROTOTYPE
  5. FURN OUT EXISTING WALL WITH NEW METAL STUDS @ 16" O.C. AND 5/8" GYP B.D.

**FURNITURE SPECIFICATIONS:**

- SINGLE BOOTHS - 48X24, FULLY UPHOLSTERED, UPHOL BACK, CARRARA TAN VINYL
- DOUBLE BOOTHS - 48X24, FULLY UPHOLSTERED, CARRARA TAN VINYL
- SEETEE - FULLY UPHOLSTERED, CARRARA TAN, UPHOL BACK, ONE FEET BY WOODNY, 42" HIGH
- FAUX TEAK 30X36 TABLE BROWN
- BROWN FAUX TEAK CHAIR WITHOUT ARMS
- BAR HT LONG WALNUT WOOD BACK CARRARA TAN VINYL
- BLACK WOOD BACK CHAIR WITH BLACK WOOD SEAT
- BAR HT LONG SOLID BLACK WOOD BACK AND BLACK WOOD SEAT
- REG HEIGHT 30X36 WOOD SQUARE TABLE WITH X BASE SOLID ASH BUTCHERBLOCK, NATURAL FINISH, 1 3/4" THICK
- 30X48 WOOD BAR HEIGHT TABLE WITH X BASE, SOLID ASH BUTCHERBLOCK, NATURAL FINISH, 1 3/4" THICK
- 30X48 WOOD TABLE WITH 2 T BASES, SOLID ASH BUTCHERBLOCK, NATURAL FINISH, 1 3/4" THICK
- 30X72 WOOD TABLE WITH 2 T BASES, SOLID ASH BUTCHERBLOCK, NATURAL FINISH, 1 3/4" THICK
- 30X66 WOOD TABLE WITH 3 T BASES, SOLID ASH BUTCHERBLOCK, NATURAL FINISH, 1 3/4" THICK
- 36X60 WOOD REG HEIGHT TABLE WITH X BASE, SOLID ASH BUTCHERBLOCK, NATURAL FINISH, 1 3/4" THICK



DESIGNED BY: RETAILER/OWNER  
7000 BROADWAY, SUITE 200, TROY, MI 48063  
CONTACT: 248.544.6780  
PROJECT: DAILY JAM RENOVATION, 20710 MACK AVE, GROSSE POINTE WOODS, MICHIGAN, 48236  
DATE: 06.20.24  
DRAWN BY: JPM  
CHECKED BY: JAV

Consultants:

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

Issued for:  
OWNER REVIEW 06.20.24

Drawn by:  
JPM  
Checked by:  
JAV

Sheet Title:  
FLOOR PLAN

Project No.:  
2018.107

Sheet No.:

A101

00. NOT SCALE DRAWING  
© 2020 StreetVibra Architects

**TAB 6**

## PLAIN AND SIMPLE

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



## FROM THE GRIDDLE

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

# Daily Jam

breakfast · lunch · brunch

## OMELETTES

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

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

## SAUTÉS

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

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

## BENES & SUCH

sub gluten-free toast or tortilla \$1

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

## BREAKFAST SANDWICHES

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

- killer\*** 12.99  
bacon, gorgonzola, fresh thyme, tomato, and almost hard fried eggs
- farmers choice\*** 12.99  
ham, cheddar, tomato, red onion, and almost hard fried eggs
- chipotle\*** 12.99  
bacon or sausage, cheddar, chipotle sauce, avocado, onions, and almost hard fried eggs

## BREAKFAST DRINKS

- BLOODY MARYS**
- original mary** 8.99  
vodka or gin, lime, mix
- over the top mary** 12.99  
premium vodka or gin, lime, mix, over the top garnishes
- bloody maria** 8.99  
tequila, lime, mix
- mezcal mary** 8.99  
bell pepper infused mezcal, lime, mix
- MIMOSAS**
- mimosas** 7.99  
classic oj, strawberry, grapefruit, peach, pineapple, apple, pomegranate
- mimosa flight** 25.99  
choice of any 4 flavors above, served with a bottle of sparkling
- BRUNCH CLASSICS**
- screwdriver** 6.99  
orange juice, vodka
- greyhound** 6.99  
grapefruit juice, vodka
- assorted bottled beers** 6.99

Follow us on Social!

For the latest updates, drool-worthy photos, giveaways and more be sure to follow our Instagram and Facebook!

@eatdailyjam

## AVOCADO TOAST

- bravocado** *V* 11.99  
ciabatta toast topped with avocado, roma tomatoes, feta cheese and cilantro
- jalapeño popper** 11.99  
thick, rustic toast topped with cream cheese, avocado, jalapeño, crumbled bacon and cilantro
- soy chorizo avocado toast** *V* 12.99  
thick cut artisan sourdough toast avocado, tomatoes, and Morning Star Farms soy chorizo crumbles topped with cilantro



## SALADS

- mediterranean fresh** *V* 11.99  
fresh spring greens, avocado, artichoke, cucumber, red pepper, kalamata olives, red onion, feta cheese, sunflower seeds and balsamic vinaigrette dressing. **add chicken \$2**
- original chop**  *pictured* 13.99  
arugula, red cabbage, cranberries, corn, pecans, chicken, feta cheese, couscous, red pepper, green onion and house made basil pesto dressing
- peppered parmesan chicken** *X* 13.99  
grilled chicken sautéed, with cashews, red peppers, tomato, and a hint of garlic on romaine lettuce with italian dressing topped with fresh parmesan cheese
- waldorf chicken** *X* 13.99  
fresh spring greens, chicken, caramelized pecans, apples, gorgonzola cheese and house made apple cider dressing

## "EGG"STRAS

- |                      |      |             |      |
|----------------------|------|-------------|------|
| bacon, ham, sausage, | 4.99 | two eggs*   | 3.99 |
| turkey sausage, or   |      | toast       | 3.99 |
| soy chorizo          |      | fruit       | 4.99 |
| grilled potatoes     | 3.99 | house chips | 2.99 |
| spring mix salad     | 4.99 |             |      |

## HOT SANDWICHES

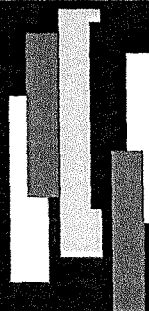
all sandwiches, hot and cold, served with chips, spring mix salad, or fruit. sub gluten-free bread \$1 *X*

- pecos grille** 13.99  
pepper-grilled chicken breast, jalapeño-jack cheese, lettuce, mayo and tomato on grilled sourdough
- grilled cheese "meltdown"** *X* 12.99  
jack, cheddar, swiss, american, and cream cheese with jalapeños, bacon and tomato on grilled 12 grain
- daily burger** 13.99  
cheddar, daily sauce, pickle, lettuce, tomato, bacon and a fried egg.
- avocado turkey burger** 13.99  
marinated turkey patty, chipotle sauce, lettuce, tomato and avocado
- focaccia roma-chicken** 13.99  
grilled chicken, marinated roma tomatoes, balsamic mayo, lettuce and provolone cheese on fresh baked focaccia bread
- garden patty melt** *V* 14.99  
garlic quinoa Gardenburger topped with mozzarella "chzz", spring mix, caramelized onions, tomato, and house-made, veganaise thousand island spread on toasted sourdough bread
- natie bomb** 12.99  
smoked bacon, turkey, apple, caramelized onions, sundried tomato mayo and cheddar cheese on grilled 12 grain

## LITTLE JAMMERS

all little jammers meals come with choice of small drink 8.99

- breakfast combo** *X* 8.99  
choice of style of egg, choice of protein and toast with a side of potatoes
- mickey pancake & whip cream** *X*
- french toast & whip cream** *X*
- chicken strips & house chips**
- grilled cheese & house chips** *X*
- pb+j & house chips** *V*



## COLD SANDWICHES

- carefree club**  *pictured* 12.99  
sliced chicken, bacon, avocado, swiss, cheddar, and gorgonzola cheese, ranch, tomato, lettuce and on fresh baked focaccia
- smokehouse avocado stack** 12.99  
smoked turkey, sprouts, tomatoes, avocado, lettuce and mayo on 12 grain
- ultimate bit** 12.99  
bacon, lettuce, tomato, avocado, mayo and fried egg on 12 grain
- turkey pesto** 12.99  
turkey, roma tomatoes, provolone cheese, roasted walnuts, pesto dressing and spring mix on fresh baked focaccia
- chicken caesar wrap** 12.99  
grilled chicken, romaine, parmesan, caesar dressing

### housemade chili

6.99



## SMOOTHIES

add chocolate or vanilla plant-based protein powder \$1 *V* *X*

- strawberry banana** *X* 8  
banana, strawberries, oj, and vanilla honey yogurt
- blueberry blast** *X* 8  
blueberries, oj, strawberries, and vanilla honey yogurt
- the hulk** *X* 8  
spinach, banana, green apple, oj, and vanilla honey yogurt
- pb+j** *V* *X* 8  
soy milk, blueberries, strawberries, and peanut butter
- açaí power** *V* *X* 8  
açaí, almond milk, chocolate protein powder, banana, peanut butter, and strawberries
- protein bean** *V* *X* 8  
2 espresso shots, peanut butter, banana, Ghirardelli chocolate sauce, almond milk, chocolate protein powder

## COFFEE BAR

HOT 16 oz / 20 oz ICED 20 oz ONLY  
all drinks made with choice of dairy milk, soy milk, almond milk, or oat milk *V*

- espresso** 2.99 / 3.99 / 4.99  
*large / 16 oz / 20 oz*
- americano** 3.99 / 4.99
- shot in the dark** 4.99 / 5.99
- cappuccino** 4.99 / 5.99
- latte** 4.99 / 5.99  
*vanilla / chocolate / pink*
- mocha** 4.99 / 5.99  
*mocha / chocolate / pink*
- dirty chai** 4.99 / 5.99
- caramel macchiato** 4.99 / 5.99
- hot chocolate** 3.99 / 4.99
- cold brew / nitro brew** 5.99 / 6.99
- coffee / decaf** 3.99 / 4.99  
*\*free refills!*
- hot tea** 2.99 / 3.99
- iced tea / soda** 3.99



www.mydailyjam.com

37611 W 12 Mile Rd Farmington Hills, MI 48331  
(248)246-1921

TAB 7



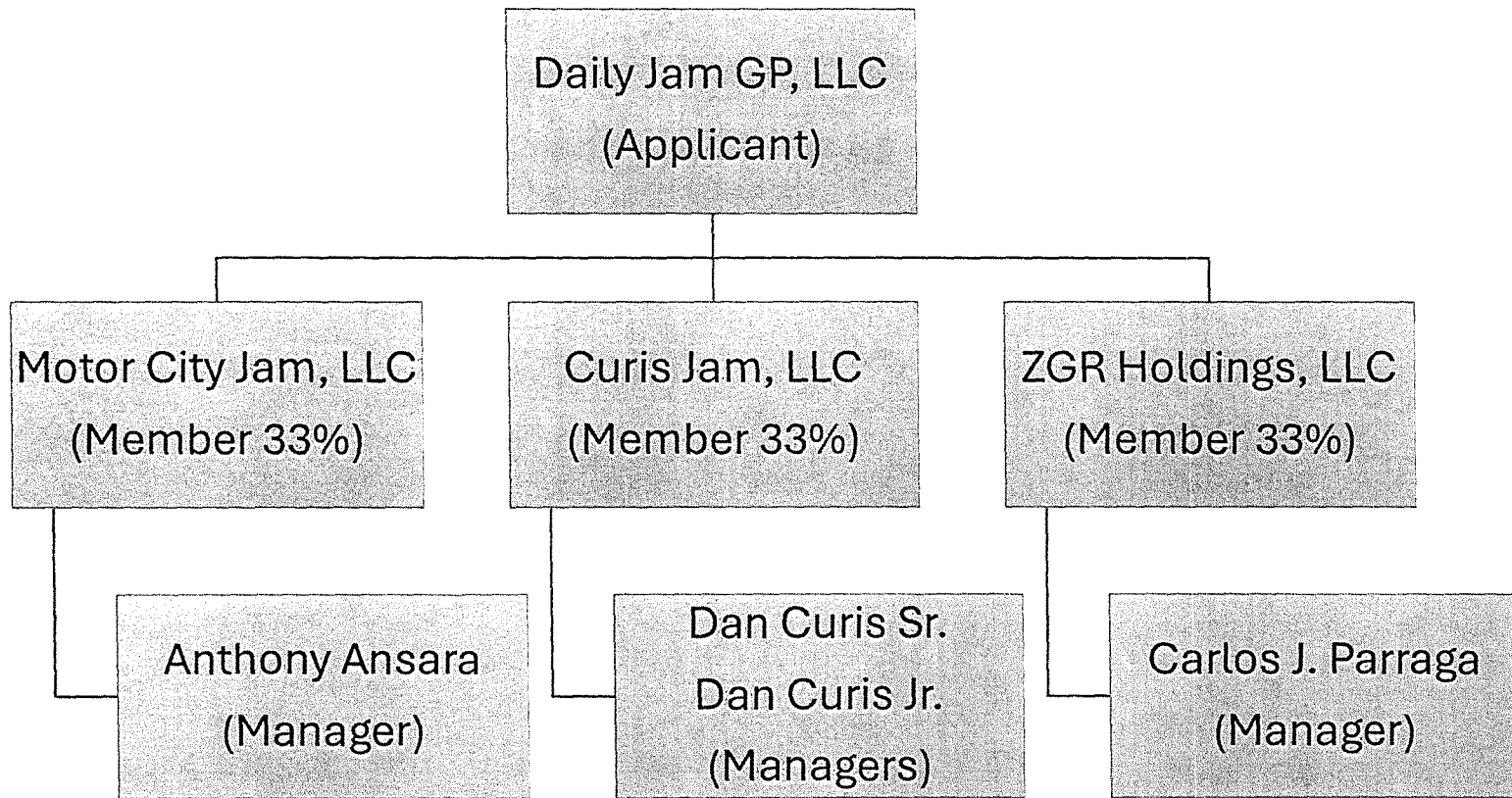


**Proposed Daily Jam GP Location**

Go **g**le

Leon J. Rose

# TAB I





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

**Part 1 - Applicant Information**

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

Applicant name(s): Daily Jam GP, LLC	
Address to be licensed: 20710 Mack Avenue	
City: Grosse Pointe Woods	Zip Code: 48236
City/township/village where license will be issued: Grosse Pointe Woods City	County: Wayne
Federal Employer Identification Number (FEIN): 99-3314484	

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

*Leave Blank - MLCC Use Only*

**Part 2 - License Transfer Information (If Applicable)**

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

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

**Part 3 - Licenses, Permits, and Permissions**

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

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

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

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

Inspection Fees:	\$140.00	License & Permit Fees:	\$950.00	<b>TOTAL FEES:</b>	<b>\$1,090.00</b>
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**Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner**

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

Name: Daily Jam GP, LLC		
Home address: 23925 Industrial Park Drive		
City: Farmington Hills	State: MI	Zip Code: 48335
Business Phone: 248-848-9099	Cell Phone: n/a	Email: anthony@ansaraconcepts.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If <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 hold interest in a manufacturer or wholesaler licensee</u> . <input type="radio"/> Yes <input checked="" type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America?		<input type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No			
<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).

Anthony Ansara, Manager

Print Name

Signature

Date

MOTOR CITY JAM, LLC

Member Information

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

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

Name: Motor City Jam, LLC		
Home address: 23925 Industrial Park Drive		
City: Farmington Hills	State: MI	Zip Code: 48335
Business Phone: 248-848-9099	Cell Phone: N/A	Email: anthony@ansaraconcepts.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If <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 hold interest in a manufacturer or wholesaler licensee</u> . <input type="radio"/> Yes <input checked="" type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

Date of Birth:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America?		<input type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America?	<input type="radio"/> Yes <input type="radio"/> No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No			
<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).

Anthony Ansara, Manager

Print Name

Signature

Date



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

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

Name: Anthony R Ansara

Home address: 176 Wimbledon Dr

City: Birmingham State: MI Zip Code: 48009

Business Phone: 248-848-9099 Cell Phone: [REDACTED] Email: Anthony@Ansaraconcepts.com

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.  Yes  No

Please see enclosed spreadsheet

Do you hold 10% or more interest in the applicant entity?  Yes  No

If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed Livescan Fingerprint Background Request (LCC-105) with your application.

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

Date of Birth: [REDACTED] Social Security Number: [REDACTED] Driver's License: [REDACTED]

Are you a citizen of the United States of America?  Yes  No

Have you ever legally changed your name?  Yes  No

If you answered "yes", please list your prior name(s) (including maiden):

Spouse's full name (if currently married): Lillianna Jane Ansara

Spouse's date of birth: [REDACTED] Is your spouse a citizen of the United States of America?  Yes  No

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?  Yes  No

Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC?  Yes  No

**Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.**

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):  Yes  No


Date	City/State	Charge	Disposition

Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):  Yes  No

Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

Anthony R Ansara  6/5/24

Print Name Signature Date



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

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

Name: Michael A. Ansara		
Home address: 1012 OXFORD STREET		
City: BIRMINGHAM	State: MI	Zip Code: 48009
Business Phone: 248 848-9099	Cell Phone: [REDACTED]	Email: MICHAEL@ANSARACONCEPTS.COM
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No Please see enclosed spreadsheet		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

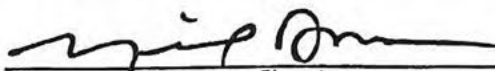
**Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).**

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If you answered "yes", please list your prior name(s) (including maiden):		N/A
Spouse's full name (if currently married): COLLEEN MARIE ANSARA		
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No		
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No		
<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 checked="" type="radio"/> No
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No
Date	City/State	Charge
		Disposition

**Part 5c - Signature**

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

Michael A. Ansara



05/30/2023

Print Name

Signature

Date



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

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

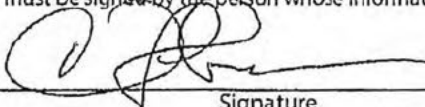
Name: Victor L. Ansara		
Home address: 26683 Trillium Dr.		
City: Farmington Hills	State: MI	Zip Code: 48331
Business Phone: 248-848-9099	Cell Phone: [REDACTED]	Email: victor@ansara-restaurantgroup.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please see enclosed spreadsheet		
Do you hold 10% or more interest in the applicant entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Ivescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever legally changed your name?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Dannelle Ann Ansara		
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<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="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		
Date	City/State	Charge
		Disposition

**Part 5c - Signature**

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

Victor L. Ansara  5/30/2023

Print Name Signature Date



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

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

Name: Victor L. Ansara, Jr.			
Home address: 52548 Caddy Lane			
City: South Lyon		State: MI	Zip Code: 48178
Business Phone: (248) 848-9099	Cell Phone: [REDACTED]	Email: Victor @ Ansara Concepts.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee. <span style="float:right"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>			
Please see enclosed spreadsheet			
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 Livescan Fingerprint Background Request (LCC-105) with your application.			

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	License: [REDACTED]	
Are you a citizen of the United States of America? <span style="float:right"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>			
Have you ever legally changed your name? <span style="float:right"><input type="radio"/> Yes <input checked="" type="radio"/> No</span>			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Chelsea Anne Ansara			
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <span style="float:right"><input type="radio"/> Yes <input checked="" type="radio"/> No</span>			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <span style="float:right"><input type="radio"/> Yes <input checked="" type="radio"/> No</span>			
<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): <span style="float:right"><input type="radio"/> Yes <input checked="" type="radio"/> No</span>			
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): <span style="float:right"><input type="radio"/> Yes <input checked="" type="radio"/> No</span>			
Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

Victor L. Ansara, Jr.  6/6/2024  
 Print Name Signature Date



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

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

Name: <u>Nicolas L. E. Ansara</u>			
Home address: <u>26683 Trillium Dr</u>			
City: <u>Farmington Hills</u>		State: <u>MI</u>	Zip Code: <u>48331</u>
Business Phone:	Cell Phone: <u>[REDACTED]</u>	Email: <u>Nicolas@ansaraconcepts.com</u>	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Please see enclosed spreadsheet</u>			
Do you hold 10% or more interest in the applicant entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed Livescan Fingerprint Background Request (LCC-305) with your application.			

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

Date of Birth: <u>[REDACTED]</u>	Social Security Number: <u>[REDACTED]-2</u>	Driver's License Number: <u>[REDACTED]</u>	
Are you a citizen of the United States of America?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever legally changed your name?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):			<input type="checkbox"/> Yes <input type="checkbox"/> No
Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

Nicolas L.E. Ansara Nicolas L.E. Ansara 4-6-24  
 Print Name Signature Date

Licensee Name	BID	DBA	Address	Status
NOVI ROBIN, INC.	129514	RED ROBIN	43250 Crescent Blvd. Novi, MI 48375-1237	Active
WESTLAND ROBIN, INC.	129515	RED ROBIN	36350 Warren Rd. Westland, MI 48185-2016	Active
SOUTHGATE ROBIN, INC.	129531	RED ROBIN	15777 Eureka Rd. Southgate, MI 48195-2623	Active
MADISON HEIGHTS ROBIN, INC.	129533	RED ROBIN	31805 John R. Rd. Madison Heights, MI 48071-4616	Active
ROSEVILLE ROBIN, INC.	129535	RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	32051 Gratiot Ave. Roseville, MI 48066-1163	Active
PITTSFIELD ROBIN, INC.	134575	RED ROBIN HAMURGER & SPIRITS EMPORIUM	3797 Carpenter Rd. Ypsilanti, MI 48197-9809	Active
CLINTON ROBIN, INC.	142420	RED ROBIN	15780 Hall Rd. Clinton Township, MI 48038-1035	Active
DELTA ROBIN, INC.	145013	RED ROBIN	6524 W Saginaw Hwy Lansing, MI 48917-1108	Active
LIVONIA ROBIN, INC.	145899	RED ROBIN GOURMET BURGERS & SPIRITS	37701 6 Mile Rd. Livonia, MI 48152-2603	Active
GRANDVILLE ROBIN, INC.	156234	RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	Rivertown Parkway 3722 Potomac Place Grandville, MI 49418	Active
PORTAGE ROBIN, INC.	157092	RED ROBIN	5710 S Westnedge Ave. Portage, MI 49002-1470	Active
TROY ROBIN, INC.	157238	RED ROBIN RESTAURANT	5460 Corporate Dr. Troy, MI 48098-2623	Active
COMMERCE TOWNSHIP ROBIN, INC	161985	RED ROBIN	3003 Commerce Xing Commerce Township, MI 48390-3082	Active
HOLLAND TOWNSHIP ROBIN, INC.	162443	RED ROBIN RESTAURANT	3379 W Shore Dr. Holland, MI 49424-7777	Active
KENTWOOD ROBIN, INC.	165473	RED ROBIN	Woodland Mall 3195 28th St. SESpace #R102 Kentwood, MI 49508	Active
NORTON SHORES ROBIN, INC.	189492	RED ROBIN	Lakes Crossing Shopping Center 5785 Harvey St. Norton Shores, MI 49444-7866	Active
ANN ARBOR ROBIN, INC.	221000	RED ROBIN GOURMET BURGERS	575 Briarwood Cir. Ann Arbor, MI 48108-1609	Active
BRIGHTON ROBIN, INC.	141071	BRIGHTON ROBIN	8522 W Grand River Ave. Brighton, MI 48116-2326	Active

FLINT ROBIN, INC.	150392	FLINT ROBIN	4141 Miller Rd. Flint, MI 48507-1229	Active
MOTOR CITY PEAKS, LLC	234717	TWIN PEAKS	1111 W 14 Mile Rd. Madison Heights, MI 48071-1001	Active
MOTOR CITY PEAKS, LLC	240898	TWIN PEAKS	20120 Haggerty Rd. Livonia, MI 48152-1087	Active
MOTOR CITY PEAKS, LLC	249494	TWIN PEAKS	14980 Dix Toledo Rd. Southgate, MI 48195-2580	Active
MOTOR CITY PEAKS AUBURN HILLS, LLC	273072		2443 N Squirrel Rd. Auburn Hills, MI 48326-2354	Active
MOTOR CITY JAM JV, LLC				
2BOOLI, INC.	214351	2BOOLI	37610 W 12 Mile Rd. Farmington Hills, MI 48331-3074	Active
2BOOLI, INC.	227333	2BOOLI	854 E Big Beaver Rd. Troy, MI 48083-1404	ESCROW

CURIS JAM, LLC

Member Information





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

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

Name: Daniel Curis Jr. (Manager, Curis Jam, LLC)		
Home address: 516 James Circle		
City: Royal Oak	State: MI	Zip Code: 48067
Business Phone: 313-886-1142	Cell Phone: [REDACTED]	Email: DCuris426@gmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No		
Business ID: BID 0273666		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Have you ever legally changed your name? <input type="radio"/> Yes <input checked="" type="radio"/> No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No			
<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).

Daniel Curis Jr.

Print Name

Signature

Date

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

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

Name: Daniel Curis Sr. (Manager, Curis Jam, LLC)		
Home address: 1068 Hollywood St.		
City: Grosse Point Woods	State: MI	Zip Code: 48236
Business Phone: 313-886-1142	Cell Phone: [REDACTED]	Email: DanCGPW@aol.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not hold interest in a manufacturer or wholesaler licensee.</u> <input checked="" type="radio"/> Yes <input type="radio"/> No		
BID 198113; BID 0273666		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Have you ever legally changed your name? <input type="radio"/> Yes <input checked="" type="radio"/> No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Ann Curis			
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No			
<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 checked="" type="radio"/> No			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No			
Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

Daniel Curis Sr.

Print Name

Signature

Date

ZGR HOLDINGS, LLC

Member Information

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

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

Name: ZGR Holdings, LLC (a Delaware limited liability company)		
Home address: 251 Little Falls Drive		
City: Wilmington	State: DE	Zip Code: 19808
Business Phone: 305-677-3330	Cell Phone: [REDACTED]	Email: jparraga@ZGrowth.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.		<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you hold 10% or more interest in the applicant entity?		<input checked="" type="radio"/> Yes <input type="radio"/> No
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed Livescan Fingerprint Background Request (LCC-105) with your application.		

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Angelique Parraga			
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
<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 checked="" type="radio"/> No	
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

Carlos Javier Parraga, Manager & Authorized Agt  May 12, 2023

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Schedule A - Licenses, Permits, & Permissions**

Applicant name: Daily Jam GP, LLC

<b>On-Premises License Type:</b>	<b>Base Fee:</b>	<small>Fee Code MLCC Use Only</small>
<small>New Transfer</small>		
<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.**

<b>On-Premises Permits:</b>	<b>Base Fee:</b>	<small>Fee Code MLCC Use Only</small>
<input checked="" type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00	4033
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	\$90.00	4032
<input type="checkbox"/> Catering Permit	\$100.00	
<input type="checkbox"/> Social District Permit	\$250.00	
<input type="checkbox"/> Banquet Facility Permit - Complete <u>Form LCC-200</u>		

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

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

Activity requested: \_\_\_\_\_

Days/Hours requested: \_\_\_\_\_

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

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

<b>Off-Premises License Type:</b>	<b>Base Fee:</b>	<small>Fee Code MLCC Use Only</small>
<small>New Transfer</small>		
<input checked="" type="checkbox"/> <input type="checkbox"/> SDM License	\$100.00	4012
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	

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

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

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

**Inspection, License, Permit, & Permission Fee Calculation**

Number of Licenses: <u>  2  </u> x \$70.00 Inspection Fee	
Total Inspection Fee(s):    Fee Code: 4036	<u>  \$140.00  </u>
Total License Fee(s):	<u>  \$700.00  </u>
Total Permit Fee(s):	<u>  \$250.00  </u>
<b>TOTAL FEES DUE:</b>	<u>  \$1,090.00  </u>

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

Make checks payable to **State of Michigan**

**Part 6 - Contact Information For This Application**

What is your preferred method of contact?				<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?				<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Anthony Ansara			Relationship: Manager				
Mailing address: 23925 Industrial Park Dr.							
City: Farmington Hills			State: MI		Zip Code: 48335		
Phone: 248-848-9099		Fax number: N/A			Email: anthony@ansaraconcepts.com		

**Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)**

Attorney name: Mark Burzych, Fahey Schultz Burzych Rhodes PLC			Member Number: P- 43793			
Attorney address: 4151 Okemos Road, Okemos, MI 48864						
Phone: 517-381-3159		Fax number: 517-381-3172		Email: mburzych@fsbriaw.com		
Would you prefer that we contact your attorney for all licensing matters related to this application?					<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?					<input checked="" type="radio"/> Yes	<input type="radio"/> No

**Part 8 - Signature of Applicant**

**Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.**

**Notice:** When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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

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

Anthony Ansara, Manager

Print Name of Applicant & Title	Signature of Applicant	Date
---------------------------------	------------------------	------

Please return this completed form along with corresponding documents and fees to:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
 Fax to: 517-284-8557

TAB<sup>2</sup>



Daily Jam GP, LLC

LCC-301



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

**Part 1 - Licensee Information**

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Daily Jam GP, LLC		
Address: 23925 Industrial Park Drive		
City: Farmington Hills	State: MI	Zip Code: 48335

**Part 2a - Corporations** - Please complete this section and attach more copies of this page if more room is needed.

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

Print 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.

Print name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Motor City Jam, LLC - 23925 Industrial Park Drive, MI 48335	33	6/4/2024
Curis Jam, LLC - 20701 Mack Avenue, Grosse Pointe Woods, MI 48236	33	6/4/2024
ZGR Holdings, LLC - 251 Little Falls Drive, Wilmington, DE 19808	33	6/4/2024

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

Anthony Ansara, Manager - 23925 Industrial Park Drive, MI 48335



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

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

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

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


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

Print Name & Title: Anthony Ansara, Manager - Daily Jam GP, LLC
Print Name & Title: Mark J. Burzych , Attorney- Fahey Schultz Burzych Rhodes PLC
Print Name & Title: Rhonda Mask, Paralegal - Fahey Schultz Burzych Rhodes PLC
Print Name & Title:
Print Name & Title:

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

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

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

Anthony Ansara, Manager

Print Name of Applicant or Licensee & Title	Signature of Applicant or Licensee	Date

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

Motor City Jam, LLC

LCC-301



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

**Part 1 - Licensee Information**

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Motor City Jam, LLC		
Address: 23925 Industrial Park Drive		
City: Farmington Hills	State: MI	Zip Code: 48335

**Part 2a - Corporations** - Please complete this section and attach more copies of this page if more room is needed.

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

Print 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.

Print name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Anthony Ansara, 23925 Industrial Park Drive, Farmington Hills, MI 48335	25	1/1/2023
Michael Ansara, 23925 Industrial Park Drive, Farmington Hills, MI 48335	25	1/1/2023
Victor Ansara, Jr., 23925 Industrial Park Drive, Farmington Hills, MI 48335	25	1/1/2023
Victor L. Ansara Living Trust u/a/d May 3, 1980 as amended and restated; 23925 Industrial Par	15	1/1/2023
Nicolas L. E. Ansara, 23925 Industrial Park Drive, Farmington Hills, MI 48335	10	1/1/2023

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

Anthony Ansara, Manager-23925 Industrial Park Drive, Farmington Hills, MI 48335



Curis Jam, LLC

LCC-301





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

**Part 1 - Licensee Information**

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Curis Jam LLC		
Address: 20710 Mack Avenue		
City: Grosse Pointe Woods	State: MI	Zip Code: 48236

**Part 2a - Corporations** - Please complete this section and attach more copies of this page if more room is needed.

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

Print 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.

Print name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Daniel Curis, Sr., 20710 Mack Avenue, Grosse Pointe Woods, MI 48236	55	6/4/2024
Daniel Curis, Jr., 20710 Mack Avenue, Grosse Pointe Woods, MI 48236	45	6/4/2024

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

Daniel Curis, Sr., Manager - 20710 Mack Avenue, Grosse Pointe Woods, MI 48236
Daniel Curis, Jr., Manager - 20710 Mack Avenue, Grosse Pointe Woods, MI 48236



ZGR HOLDINGS, LLC

LCC-301



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)

Business ID: \_\_\_\_\_  
 Request ID: \_\_\_\_\_  
 (For MLCC Use Only)

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

**Part 1 - Licensee Information**

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): ZGR Holdings, LLC (a Delaware limited liability company)		
Address: 251 Little Falls Drive		
City: Wilmington	State: DE	Zip Code: 19808

**Part 2a - Corporations** - Please complete this section and attach more copies of this page if more room is needed.

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

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:


**Part 2b - Limited Liability Companies** - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
ZGrowth Acquisitions 3, LLC, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038	100%	10-30-2019

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

Carlos Javler Parraga, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038
Rick Del Sontro, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038
Danielle Scott, 42490 Garfield Rd., Ste. 202, Clinton Township, MI 48038



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

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.		
Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
n/a		
Name and address of Managers, pursuant to administrative rule R 436.1111:		

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)	
Name & Title:	Carlos Javier Parraga, Manager & Authorized Agent
Name & Title:	Rick Del Sontro, Manager
Name & Title:	Danielle Scott, Manager
Name & Title:	Michael J. Brown, Attorney & Authorized Signer
Name & Title:	

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

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

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

Carlos Javier Parraga, Manager & Auth. Agent      *Carlos J. Parraga*      May 12, 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

TAB 3



Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

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

**Article I**

The name of the limited liability company is:

DAILY JAM GP LLC

**Article II**

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

**Article III**

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

PERPETUAL

**Article IV**

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

- 1. Agent Name: VICTOR L. ANSARA
- 2. Street Address: 23925 INDUSTRIAL PARK DR  
Apt/Suite/Other:  
City: FARMINGTON HILLS  
State: MI Zip Code: 48335

- 3. Registered Office Mailing Address:  
P.O. Box or Street Address: 23925 INDUSTRIAL PARK DR  
Apt/Suite/Other:  
City: FARMINGTON HILLS  
State: MI Zip Code: 48335

**Article V**

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

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

Signed this 23rd Day of May, 2024 by the organizer(s):

Signature	NAME	THE "Other" was signed
Alan J. Schwartz, Attorney for Victor Ansara Organizer	Attorney In Fact	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

**This is to Certify that the** ARTICLES OF ORGANIZATION

**for**

DAILY JAM GP LLC

**ID Number:** 803221558

**received by electronic transmission on** May 23, 2024 **, is hereby endorsed.**

**Filed on** May 23, 2024 **, by the Administrator.**

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



**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of May, 2024.**

*Linda Clegg*

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**



**OPERATING AGREEMENT  
OF  
DAILY JAM GP LLC**

**THIS OPERATING AGREEMENT** (this “Agreement”), effective as of June 4, 2024 is by and among **ZGR HOLDINGS, LLC**, a Delaware limited liability company (“ZGR”), **MOTOR CITY JAM LLC**, a Michigan limited liability company (“MCJ”), and **CURIS JAM LLC**, a Michigan limited liability company (“CJ”), as members (each individually, a “Member”, and collectively, the “Members”) of **DAILY JAM GP LLC**, a Michigan limited liability company (the “Company”), who agree to and/or acknowledge the following:

**ARTICLE 1  
ORGANIZATION**

**1.1 Formation.** The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended by Act No. 52, Public Acts of 1997, as amended by Act No. 336, Public Acts of 2000 (the “Act”), by the filing of Articles Of Organization (the “Articles”) with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau (the “Department”), as required by the Act.

**1.2 Purpose.** The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act, including, but not limited to, the ownership and operation of a Daily Jam restaurant (the “Restaurant”). The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

**1.3 Name.** The name of the Company shall be Daily Jam GP LLC. The Company may conduct its business under one or more assumed names, as the Managing Manager (as defined below) deems appropriate.

**1.4 Principal Place of Business.** The Company’s principal place of business shall be located at the location of the Restaurant. The Company may establish additional places of business, and may change the location of its principal place of business or any additional place of business, as the Managing Manager deems appropriate.

**1.5 Registered Office and Resident Agent.** The Company’s registered office in the State of Michigan shall be located at 23925 Industrial Park Drive, Farmington Hills, Michigan 48335, and its resident agent at such registered office shall be Anthony Ansara. The Managing Manager shall have the authority to change either the registered office or its resident agent or both, as the Managing Manager deems appropriate. If the Company’s resident agent resigns, the Managing Manager shall promptly appoint a successor resident agent and designate a successor registered office. The Managing Manager shall have the authority to amend the Articles to reflect any change in the Company’s registered office or resident agent, no matter how effected.

1.6 **Duration.** The Company shall be perpetual unless otherwise stated in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Agreement.

1.7 **Intention for Company.** The Members have formed the Company as a limited liability company under and pursuant to the Act. Except for income tax purposes, the Company is not and shall not be construed as a partnership or any other venture. No Member or Manager shall be construed to be a partner in the Company or a partner with another Member or Manager.

## **ARTICLE 2** **CAPITAL CONTRIBUTIONS**

2.1 **Initial Contributions.** Each Member has made a capital contribution to the Company in the amount set forth opposite his, her or its name on the attached Exhibit A. The interests of the respective Members in the total capital of the Company are set forth on the attached Exhibit A and shall be referred to as a Member's "Membership Interest". No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

2.2 **Additional Contributions.** The Members shall be required to make, in proportion to their Membership Interests, additional cash contributions to the capital of the Company ("Additional Contributions") in such amounts and at such times as the Managers (as defined below), by unanimous agreement, determine to be in the best interests of the Company once the Company has exhausted all other funding options. Additional Contributions shall be treated as contributions to the capital of the Company and allocated to the capital account of the Member making the contribution.

2.3 **Nature of Member's Interest.** Membership Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity. No Member, individually, shall have ownership of such property. No Member, nor any successor in interest to any Member, shall have the right while this Agreement remains in effect, to have any Company assets partitioned, or to file a complaint or institute any proceedings at law or in equity to have any asset partitioned. Each Member, on behalf of himself/herself/itself, his/her/its successors, successors-in-title, and assigns, hereby waives any such right.

## **ARTICLE 3** **ALLOCATIONS AND DISTRIBUTIONS**

3.1 **Allocations.** Except as may be required by the Internal Revenue Code of 1986, as amended (the "Code") or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in proportion with each Member's Membership Interest.

### 3.2 Distributions.

(a) Subject to Section 3.2(b), the Managers, at their discretion, may make distributions of “Cash Flow” to the Members from time to time in proportion with each Member’s Membership Interest. Distributions shall be in cash or property, or both, as determined by the Managing Manager. For purposes of this Article 3, “Cash Flow” shall mean all cash receipts collected by the Company (including, without limitation, sale and loan proceeds) remaining after payment of all due and payable liabilities and expenses of the Company, including, but not limited to, rent and the payment of debt service and loans owing to the Members and/or affiliates of the Members, such reserves as the Managing Manager deems reasonably necessary for the proper operation of the Company’s business, and/or any other fees or expenditures authorized under this Agreement. The Managers shall determine the appropriate annual reserves for: debt service, to provide working capital, or for any other contingency of the Company (the “Capital Reserves”). The Managers shall distribute to the Members all of the annual net Cash Flow of the Company that is available for distribution following the maintenance of the Capital Reserves and the payment of the minimum required tax distribution in Section 3.3.

(b) No distribution shall be declared or made if, after giving it effect: (i) the Company would not be able to pay its debts as they become due in the usual course of business, or (ii) the Company’s total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

**3.3 Mandatory Distributions.** Notwithstanding Section 3.2(a), but subject to Section 3.2(b), the Managing Manager shall cause the Company to distribute cash to Members in amounts sufficient to pay the Federal and applicable State income tax liabilities attendant to the ownership of the Member’s Membership Interest, at the then highest Federal and applicable State income tax marginal rates, including any adjustments. The distribution shall, if possible, be made on a quarterly basis with the checks mailed to Members no later than 10 days before the due date of each quarterly federal income tax estimated payment.

**3.4 Company Minimum Gain Chargeback.** If there is a net decrease in Company minimum gain for a taxable year, each Member must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member’s share of the net decrease in Company minimum gain. A Member’s share of the net decrease in Company minimum gain is the amount of the total net decrease multiplied by the Member’s percentage share of the Company minimum gain at the end of the immediately preceding taxable year. A Member’s share of any decrease in Company minimum gain resulting from a revaluation of Company property equals the increase in the Member’s capital account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company minimum gain chargeback requirement to the extent the Member’s share of the net decrease in Company minimum gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member nonrecourse liability, and the Member bears the economic risk of loss (within the meaning of

section 1.752-2 of the Treasury Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

**3.5 Member Minimum Gain Chargeback.** If during a taxable year there is a net decrease in Member minimum gain, any Member with a share of that Member minimum gain (as determined under §1.704-2(i)(5) of the Treasury Regulations) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member minimum gain. A Member's share of the net decrease in Member minimum gain is determined in a manner consistent with the provisions of Section 3.4. A Member is not subject to this Member minimum gain chargeback, however, to the extent the net decrease in Member minimum gain arises because the liability ceases to be Member nonrecourse liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a nonrecourse liability. The amount that would otherwise be subject to the Member minimum gain chargeback is added to the Member's share of Company minimum gain. In addition, rules consistent with those applicable to Company minimum gain shall be applied to determine the shares of Member minimum gain and Member minimum gain chargeback to the extent provided under the Treasury Regulations issued pursuant to §704(b) of the Internal Revenue Code of 1986, as amended.

**3.6 Qualified Income Offset.** In the event any Member, in such capacity, unexpectedly receives an off-settable decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income and gain for such year) in an amount and manner sufficient to offset such off-settable decrease as quickly as possible.

**3.7 Member Costs.** Except for distributions made pursuant to Sections 3.2 and 3.3, and as otherwise agreed to by the Managers, no Member or an affiliate of a Member shall receive any pay from the Company with respect to the operations hereunder. The Company shall, however, repay any loans made by a Member or any affiliate of a Member and reimburse a Member for all direct expenses advanced by such Member on behalf of the Company. Any repayment of a loan advanced by a Member or any affiliate of a Member or any unpaid amounts owing to an employee of the Company who is also a Member, shall be made before any distributions under Sections 3.2 or 3.3.

#### **ARTICLE 4**

#### **MANAGEMENT OF THE COMPANY**

**4.1 Management by Managers; Number.** Except as otherwise provided in this Agreement, the property, affairs and business of the Company shall be managed by three managers, one manager designated by MCJ (the "Managing Manager"), one manager designated by ZGR (the "ZGR Manager"), and one manager designated by CJ (the "CJ Manager"). By execution of this Agreement, MCJ designates Anthony Ansara as the Managing Manager, ZGR designates Rick Del Sontro as the ZGR Manager, and CJ designates Dan Curis as the CJ Manager. The Managing Manager, the ZGR Manager and the Curis Manager are sometimes hereinafter referred to individually, as a "Manager" and collectively, as the "Managers." Any action or approval expressly set forth herein requiring the consent of the "Managers" (as opposed to the

Managing Manager) shall require the approval of a majority of the Managers (i.e., at least two (2) of the Managers).

#### **4.2 Power and Authority.**

(a) *General Authority of the Managing Manager.* Subject to Section 4.2(b) below and as otherwise expressly set forth in this Agreement, the Managing Manager shall have full and complete power, authority and discretion to manage and control the day to day operations of the Company and its business and to make all incidental decisions, subject to any power and authority that this Agreement or the Act expressly vests in the Members or the Managers. Without limiting the generality of the immediately preceding sentence, but subject to any power and authority which this Agreement or the Act expressly vests in the Members or the Managers, and subject to the approval of the ZGR Manager or the CJ Manager as expressly provided in Section 4.2(b) hereof, the Managing Manager shall have the power, authority and discretion, for and on behalf of the Company, to:

- (i) operate, manage, and otherwise deal with the Restaurant, and do all things incidental thereto;
- (ii) demand, settle, collect, receive and give releases and discharges for all moneys, debts, accounts, interest, dividends, securities and other tangible or intangible personal or real property which now is due or belongs, or in the future shall be due or belong, to the Company;
- (iii) borrow money in the name of the Company in an amount less than \$25,000 in the aggregate and secure such loans by security interests in or liens or other encumbrances on, property of the Company;
- (iv) settle and pay the debts and obligations of the Company;
- (v) engage, employ and dismiss employees, independent contractors, attorneys, accountants and other persons hired to perform management, administrative, sales or other services for and on behalf of the Company, and to define such persons' respective duties and establish their compensation or remuneration;
- (vi) procure and maintain insurance policies for the protection of or for any purpose beneficial to the Company;
- (vii) purchase and maintain insurance on behalf of the Managers against any liability or expense asserted against or incurred by it in any such capacity or arising out their status as Managers, whether or not the Company has or could indemnify it against such liability or expense;
- (viii) open, maintain, deposit into and withdraw from bank accounts, and, if desired, to designate other persons to execute checks or drafts on such accounts;

- (ix) commence, prosecute and defend all actions and other proceedings affecting the Company in any way;
  - (x) generally, carry on the Company's business in the ordinary course, manage the Company's day-to-day operations and carry out the development and expansion of the Company's business in the ordinary course; and
  - (xi) negotiate, prepare, modify, change, execute, deliver and, if appropriate, file or record any and all documents, agreements, instruments and papers, and to do and perform any and all acts and deeds, which are or become necessary, proper, convenient or desirable in connection with or in furtherance of any of the powers enumerated above or in order to effectuate or carry out the Company's purpose, as described in Section 1.2 above.
- (b) *Restrictions on Managing Manager's Authority.* Notwithstanding anything else to the contrary, the Managing Manager shall not take any of the following actions without the prior written consent of either the ZGR Manager or the CJ Manager:
- (i) Approve an annual budget of the Company on or before November 30<sup>th</sup> of each year
  - (ii) The establishment of the Capital Reserves;
  - (iii) The determination of net Cash Flow to be distributed quarterly in accordance with Section 3.2 to the Members for any period;
  - (iv) cause the Company to sell or exchange all or a substantial portion of its assets (other than items replaced in the ordinary course of business);
  - (v) obtain or refinance any loan secured by the assets of the Company, or obtain for the Company any unsecured loan in excess of \$25,000.00;
  - (vi) cause the Company to engage in any business other than the purpose described in Section 1.2;
  - (vii) cause the Company to incur any capital expenditure in excess of \$25,000.00, unless included in an operating budget for the Company that has been approved by the unanimous consent of the Managers;
  - (viii) cause the Company to enter into a lease (capital or otherwise) for real or personal property where the total rent payments due thereunder exceed \$25,000.00.

- (ix) make a call for the contribution of additional capital, except as provided under to Section 2.2 hereof; or
- (x) amend the Articles of the Company.

4.3 **Standard of Care; Liability; Indemnification.**

- (a) *Standard of Care.* Each Manager shall discharge its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner it reasonably believes is in the best interests of the Company and its Members. In its duties, each Manager may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more Members or employees of the Company whom the Manager reasonably believes is reliable and competent with respect to the matter prepared or presented, or (ii) legal counsel, public accountants, engineers or other persons as to matters the Manager reasonably believes are within such person's professional or expert competency; provided that the Manager does not have knowledge concerning the matter in question which makes such reliance unwarranted.
- (b) *Liability.*
  - (i) Each Manager shall be liable solely to the Company and, derivatively, to its Members for the Manager's gross negligence or willful misconduct. A Manager's taking of any action or failure to take any action, or a Manager's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of the Manager.
  - (ii) The Members shall look solely to the Company's property for the return of their Capital Contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such Capital Contributions, no Member shall have recourse against a Manager, except as provided in Section 4.3(b)(i) above, or any other Member.
- (c) *Indemnification.* The Company shall indemnify, defend and hold harmless each Manager (and, if applicable, its officers, directors, shareholders, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by the Manager in defense of any act or omission), judgments or amounts paid in settlement by the Manager by

reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Manager is a party or is threatened to be made a party because he, she or it is or was a Manager. The provisions of this Section 4.3(c), however, shall not relieve a Manager of any liability which he, she or it may have (i) pursuant to Section 4.3(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Manager is not entitled, (iii) pursuant to Section 308 of the Act, or (iv) in connection with a knowing violation of law, and no Manager shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.3(c) shall be limited to the Company's assets, and the Managers shall have no claim against any Member by virtue of this Section 4.3(c).

**4.4 Tenure; Removal; Resignation; Vacancies.**

- (a) *Tenure.* Each Manager shall hold such office until her/his death or incapacity, he/she/it is removed as set forth in subparagraph (b) of this Section 4.4, or such Manager otherwise resigns or vacates such position.
- (b) *Removal.* The Managing Manager may be removed at any time, with or without cause, by MCJ, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action. The ZGR Manager may be removed at any time, with or without cause, by ZGR, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action. The CJ Manager may be removed at any time, with or without cause, by CJ, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action.
- (c) *Resignation.* A Manager may resign at any time by giving written notice to the Members. Such resignation shall be effective as of the giving of the notice or at such later time, if any, as may be specified in the notice. Unless otherwise specified in the notice, acceptance of a Manager's resignation by the Members shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute the withdrawal of such Manager as a Member.
- (d) *Vacancies.* Any vacancy in the position of Manager as a result of a Manager's death, incapacity, resignation, vacation of his/her/its position, or removal as set forth in subparagraph (b) of this Section 4.4 shall be filled in the manner provided in Section 4.1 (i.e., if the vacancy involves the Managing Manager, then MCJ shall fill the vacancy; if the vacancy involves



the ZGR Manager, then ZGR shall fill the vacancy and if the vacancy involves the CJ Manager, then CJ shall fill the vacancy).

**4.5 Self-Dealing.** Any Member or Manager and any affiliate of a Member or Manager may deal with the Company directly or indirectly, as vendor, purchaser, employee, agent or otherwise. No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Member or Manager or any affiliate of a Member or Manager is directly or indirectly interested in such contract or other act apart from its interest as a Member, nor shall any Member or Manager or any affiliate of a Member or Manager be accountable to the Company or the other Members or Managers in respect of any profits directly or indirectly realized by him by reason of such contract or other act, and such interested Member or Manager shall be eligible to vote or take any other action as a Member or Manager in respect of such contract or other act as he would be entitled were he or his affiliate not interested therein. Notwithstanding the foregoing provisions, unless the contract or other act is specifically authorized in this Agreement, the same shall be disclosed to all other Members and approved by the unanimous consent of the Managers and the terms thereof shall be fair as respects the Company and shall be competitive with the terms available from unaffiliated parties. The Members and Managers acknowledge and agree that (i) the Company shall retain Ansara Concepts, Inc., a Michigan corporation (“Concepts”), an Affiliate of the Managing Manger, to manage the Restaurant, and (ii) Concepts shall be paid a monthly management fee equal to 3.5% of the monthly gross sales of the Restaurant.

**4.6 Devotion of Time to Company.** A Manager shall not be required to manage the Company as his, her or its sole and exclusive function, and the Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of a Manager or to the income or proceeds derived from such interests or activities. A Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other interests or activities. The provisions of this Section 4.6 shall be subject to those of Section 4.5 above.

**4.7 Removal of the Managing Manager.**

- (a) Either ZGR or CJ may remove the Managing Manager from his/her/its duties and responsibilities as Managing Manager upon the occurrence of any of the following events:
  - (i) If the Managing Manager shall file a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or State thereof, or the Managing Manager shall file for the appointment of a receiver or trustee, or the Manager shall make a general assignment of the benefit of its creditors;
  - (ii) If there should be filed against the Managing Manager a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or State thereof, seeking to declare the Managing Manager bankrupt or

insolvent, or any action seeking the appointment of a receiver or a trustee of the Managing Manager, and such proceedings shall remain undischarged or unstayed for a period of ninety (90) days; or

- (iii) If the Managing Manager is an entity, upon the dissolution or termination of the Managing Manager or the revocation of its charter.
  
- (b) The Managing Manager may be removed at any time by ZGR or CJ with “Cause” (as defined herein). For purposes of this Agreement, “Cause” shall mean a final judicial determination, or an admission by the Managing Manager or MCJ that: (i) the Managing Manager failed to materially perform his/her/its obligations under this Agreement (after ZGR or CJ has delivered to the Managing Manager a written demand for performance and such material nonperformance has continued for more than fourteen (14) days following the giving of such written notice); or (ii) the Managing Manager or MCJ: (1) committed a fraud, defalcation, embezzlement, or larceny upon the Company; (2) received a kickback or other illegal remuneration, payment, right or entitlement from any third-party with which the Company does business or is seeking to do business (or attempting to do the same); or (3) committed a felony in connection with the management of the Company. If ZGR or CJ believes that (i) the Managing Manager failed to materially perform his/her/its obligations under this Agreement (after ZGR or CJ has delivered to the Managing Manager a written demand for performance and such material nonperformance has continued for more than fourteen (14) days following the giving of such written notice); or (ii) the Managing Manager or MCJ: (1) committed a fraud, defalcation, embezzlement, or larceny upon the Company; (2) received a kickback or other illegal remuneration, payment, right or entitlement from any third-party with which the Company does business or is seeking to do business (or attempting to do the same); or (3) committed a felony in connection with the management of the Company, then ZGR or CJ, on behalf of the Company, may petition a court of competent jurisdiction for a judicial determination that the Managing Manager should be removed.
  
- (c) If ZGR or CJ removes the Managing Manager from his/her/its duties and responsibilities pursuant to the terms of this Section 4.7, then: (i) ZGR and CJ shall unanimously designate the successor of the Managing Manager; (ii) MCJ shall no longer have any right to designate the Managing Manager; and (iii) such removal shall not affect the rights of MCJ as a Member of the Company.

**4.8 Compensation and Expenses.** The Managers shall receive no compensation for their services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in performance of their duties.

4.9 **Written Consent in Lieu of Meeting.** Unless a greater vote is required, any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if a written consent thereto shall be signed by a majority of the Managers.

## **ARTICLE 5**

### **RIGHTS AND DUTIES OF MEMBERS**

5.1 **Participation in Management; Voting Rights.** The Members shall have no right to take part in, vote on or interfere in any manner with the management, conduct or control of the Company or its business, and shall have no right or authority whatsoever to act for or on behalf of, or to bind, the Company. Notwithstanding the immediately preceding sentence, the Members shall have the right to vote, in accordance with their Membership Interests, on each of the following matters:

- (a) An amendment to the Articles, or an amendment to this Agreement;
- (b) The liquidation or dissolution of the Company;
- (c) The merger of the Company; and
- (d) Any other matters with respect to which the Act or this Agreement expressly contemplates that the Members will have a right to vote.

5.2 **Vote of Members.**

- (a) Each Member shall have one vote for each percentage point of Membership Interests of such Member. Unless a greater or lesser vote is expressly required pursuant to any other provision of this Agreement, any action which the Members are required or permitted to take, including, without limitation, the matters described above, shall require the affirmative vote of no less than 65% of the Membership Interests of the Members, and any lesser interest shall have no power whatsoever to take any action for or on behalf of, or to bind, the Company or the Members. Any action by the requisite number of Members, if taken in conformity with this Agreement, shall bind all of the Members, and no Member shall have the right to dissent from such action. Any Member may delegate all or any of his, her or its voting rights or powers to another Member (but only in writing), in which case any act of the other Member shall be the act of the delegating Member.
- (b) Notwithstanding anything to the contrary in this Agreement, either Manager may request in writing that any Member give his, her or its consent, approval or agreement to any matter, and if the request expressly so states, then if the Member does not indicate his, her or its disapproval by written notice to such Manager within the period of time (not less than fifteen (15) days after mailing of the request) specified in the request, the Member shall

be deemed to have given the requested written consent, approval or agreement in writing.

**5.3 Withdrawal.** No Member shall be entitled to withdraw from the Company without first obtaining the written consent of the Managers. No withdrawing Member shall be entitled to a withdrawal distribution unless such a distribution has been approved by all of the Members, which approval may be subject to such conditions, terms or qualifications as the Members deem appropriate.

**5.4 Limited Liability of Members.** No Member shall be personally liable for the Company's acts, debts or obligations, unless the Act or any other provision of this Agreement expressly provides otherwise.

**5.5 Access to Company Information.** On written request by a Member, the Managing Manager shall provide the Members with a copy of the most-recent federal, state and local income tax returns and reports of the Company. On reasonable written request by a Member, (i) the Managing Manager shall provide such Member with information regarding the current state of the business and financial condition of the Company and information related to the Restaurant; (ii) any Member, or his, her or its designated representative, may inspect and copy any of the records maintained pursuant to Section 9.2 below; and (iii) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable. Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

**5.6 Financial Statements.** Notwithstanding Section 5.5 to the contrary, within 30 days after the end of each fiscal month, fiscal quarter, or Fiscal Year, the Company shall cause to be delivered to each Member a financial statement of the Company for the prior fiscal period, prepared at the expense of the Company in accordance with generally accepted accounting principles consistently applied, which financial statement shall set forth, as of the end of and for such fiscal period, the following:

- (a) a profit and loss statement, and a balance sheet of the Company;
- (b) the balance in such Member's Capital Account; and
- (c) such other information as reasonably shall be necessary for the Members to be advised of the financial status and results of operations of the Company.

**5.7 Meetings of the Members; Actions by Written Consent.**

- (a) *Notice of Meeting.* The Managing Manager may call, and, at the request of one or more Members the aggregate of the Membership Interests of whom is at least ten percent (10%), shall call, a meeting of the Members by giving written notice to each Member specifying the date (which may not be less than ten (10) business days after the notice is given, and with respect to a notice which has been given at the request of one or more Members, may

not be more than thirty (30) days after the notice is given), time, place and purpose of such meeting. Unless the Managing Manager decides otherwise in its sole discretion, all meetings shall be held in the State of Michigan or telephonically at a place and time reasonably convenient to the Members.

- (b) *Attendance.* Members may participate in a meeting by conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and such participation shall constitute personal attendance at such meeting. In addition, a Member may attend and vote by proxy. A Member's attendance at a meeting constitutes waiver of (i) notice of the meeting, unless attendance is for the sole purpose, announced at the beginning of the meeting, of objecting to the transaction of any business because the meeting was not called or convened properly, and (ii) objection to any action taken or consideration of any matter at the meeting which is not within the purposes described in the notice of the meeting, unless the Member objects to such action or consideration when it is first presented at the meeting.
- (c) *Voting Requirements.* Only those persons who were Members at the close of business on the last business day prior to the date of the meeting shall be entitled to vote at a meeting of the Members. Voting shall be by voice unless a Member requests a ballot, in which event voting shall be by written ballot. Each ballot shall be signed by the Member who casts it, and shall be preserved with the minutes of the meeting.
- (d) *Adjournment.* A meeting of the Members may be adjourned to another time and place by the affirmative vote of all of the Members in attendance. If a meeting is adjourned to another day, the Managing Manager shall use reasonable efforts to inform the other Members of the date, time and place on and at which the meeting will reconvene, and if such date is more than five days after the date of the meeting, shall notify the other Members of such date, time and place.
- (e) *Minutes.* The Managing Manager (or a person designated by the Managing Manager) shall preside at all meetings of Members. The presiding party shall designate a secretary to keep the minutes of the meeting.
- (f) *Action by Written Consent.* Any action that, pursuant to this Agreement or the Act, is to be taken by a vote of all of the Members may be taken, without a meeting of the Members and without a vote, pursuant to a written consent signed by all of the Members.

## ARTICLE 6 DISPOSITION OF MEMBERSHIP INTERESTS

**6.1 Disposition of Membership Interests.** Without the prior written consent of all of the Managers, a Member shall not sell, assign, transfer, convey, give, encumber, pledge,

hypothecate, or in any manner (voluntarily, involuntarily or otherwise), dispose of (or permit a levy or attachment on and such levy or attachment is not removed within sixty days) all or any part of its Membership Interest in the Company, now owned or after acquired by it, except as permitted by the following sub-paragraphs:

- (a) Any revocable trust which is a Member may transfer any or all of its Membership Interest in the Company to the individual who is the trustee of such trust.
- (b) Upon termination of any revocable trust which is a Member, the Membership Interest in the Company owned by such trust may be transferred to the individual who is the trustee of such trust.
- (c) An individual Member may transfer any or all of his Membership Interest in the Company to himself, as the trustee of a revocable living trust established by him for his benefit and/or the benefit of his spouse, children, and/or other relatives.
- (d) Each Member may transfer any or all of his/its Membership Interest in the Company to another Member.

Any transfer in violation of this Section 6.1 shall not be acknowledged by the Company as having occurred. The transfers set forth above will only be effective if such transferees become parties to and executes an addendum to this Agreement and agree to the terms and conditions of this Agreement as a condition of their becoming a Member of the Company.

**6.2 Assignment of Distribution Rights.** Notwithstanding anything to the contrary contained herein, a Member may assign the right to such Member's Membership Interest in whole or in part provided that such assignment does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to under this Agreement.

**6.3 Section 754 Election.** In the event of the assignment of all or any portion of Membership Interests voluntarily by way of a sale or exchange (and the subsequent admission of the assignee as a substitute Member pursuant to Section 6.1 above) or by operation of law on the death of a Member, the Company shall elect, pursuant to Code Section 754, to adjust the basis of the Company's property, if the recipient of the Membership Interests so requests, and if the Managers consent to such adjustment (which consent shall not be unreasonably withheld). Each Member shall provide the Company with all information necessary to make such election.

## **ARTICLE 7** **NOTICES**

**7.1 Manner of Delivery.** Any notice, election, demand, request, consent, approval, concurrence or other communication (collectively, a "notice") given or made under any provision

of this Agreement shall be deemed to have been sufficiently given or made for all purposes only if it is in writing and it is: (a) delivered personally to the party to whom it is directed; (b) sent by overnight courier; or (c) electronically mailed to the party to whom it is directed, at his/her/its address set forth opposite his/her/its name on the attached Exhibit A. The Managing Manager's address is also set forth on the attached Exhibit A. All notices to the Company shall be sent to the Managing Manager's address, in care of the Managing Manager.

**7.2 Date.** Unless any other provision of this Agreement expressly provides to the contrary, any notice:

- (a) given or made in the manner indicated in Section 7.1(a) above shall be deemed to have been given or made on the day on which such notice was actually delivered to an adult residing or employed at the address of the intended recipient, but if such day was not a business day, such notice shall be deemed to have been given or made on the first business day following such day;
- (b) given or made in the manner indicated in Section 7.1(b) above shall be deemed to have been given or made on the business day immediately following the day on which it was deposited with the overnight courier, provided that the notice is subsequently delivered by the U.S. Post Office or the courier service to the designated address in the ordinary course of business; and
- (c) by electronic mail pursuant to Section 7.1(c) above shall be deemed to have been given or made when received; provided that if the transmission occurs after 4:30 p.m. EST or EDT (as appropriate) or on a non-business day, the notice shall be deemed to have been given or made on the first business day to follow such transmission.

**7.3 Change of Address.** Any Member, Manager or the Company may change his, her or its address for purposes of this Agreement by giving the Managers, the Company, and all of the Members notice of such change in the manner provided in Section 7.1 above.

## **ARTICLE 8** **DISSOLUTION**

**8.1 Events of Dissolution.** The Company shall be dissolved and its affairs wound up on the occurrence of any of the following events, whichever occurs first:

- (a) the expiration of the period fixed for the Company's duration, if any, set forth in its Articles;
- (b) the unanimous vote of Members to dissolve, wind up, and liquidate the Company;
- (c) the entry of a decree of judicial dissolution; or

- (d) the happening of any other event requiring the dissolution of the Company under the laws of the State of Michigan and not otherwise addressed specifically in this Agreement.

**8.2 Winding Up and Liquidating Distributions.** Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations and then to Members and former Members first, in satisfaction of liabilities for distributions and then, in accordance with their Membership Interest. Such proceeds shall be paid to such Members within 90 days after the date of winding up.

## **ARTICLE 9 MISCELLANEOUS**

**9.1 Fiscal Year.** The Company's fiscal year shall be the calendar year.

**9.2 Books and Records.** The Company's books shall be kept on such method of accounting as the Managing Manager deems appropriate. The Company's books shall be maintained in a full and accurate manner at its principal place of business, and each and every transaction of the Company shall be entered fully and accurately in such books. The Company shall keep the following records at its registered office: (i) a current and accurate list of each Member and the Managers, including his, her or its full name and last known address; (ii) a copy of the Articles and this Agreement, including all amendments and restatements; (iii) copies of the Company's federal, state and local tax returns and financial statements for the Company's last three fiscal years; and (iv) copies of records that would enable a Member to determine his, her or its relative share of the Company's distributions and his, her or its relative voting rights, to the extent such information is not ascertainable from the records required to be maintained pursuant to clauses (i), (ii) and (iii) of this sentence.

**9.3 Financial Statements.** At the Company's expense, the Managing Manager shall cause to be prepared and distributed to all of the Members all appropriate information relating to the Company that is necessary for the preparation of the Members' federal income tax returns.

**9.4 Governing Law.** This Agreement shall be deemed to have been entered into within the State of Michigan. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

**9.5 Amendments.** Except to the extent that another provision of this Agreement expressly provides to the contrary, any amendment to this Agreement must be approved, in writing by all of the Members; provided, however, this Agreement may be amended by the Managing Manager to (i) correct any errors in this Agreement; and (ii) reflect any assignments or any changes in the Members' Membership Interests accomplished in accordance with the terms of this Agreement.

**9.6 Binding Effect.** Except to the extent that another provision of this Agreement



expressly provides to the contrary, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective estates, personal representatives, executors, administrators, heirs, devisees, successors and permitted assigns.

**9.7 Severability.** The provisions of this Agreement shall be severable. Any section, paragraph, clause or provision of this Agreement that is found to be unenforceable or invalid shall not affect the enforceability or validity of any other section, paragraph, clause or provision of this Agreement.

**9.8 Construction.** The parties acknowledge that they each participated in the drafting of this Agreement and the negotiation of its provisions. This Agreement shall not be construed for or against any party, regardless of whether some parties had a greater degree of participation than others. This Agreement sets forth the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings, agreements and letters of intent, whether written or oral, with respect to its subject matter, all of which are hereby declared null and void and of no further force or effect.

**9.9 Pronouns.** References in this Agreement to a Member, a Manager or any other person in the singular or plural or as him, her, it, or other like references, shall also, where the context so requires, be deemed to include the singular or the plural reference, or the masculine, feminine or neuter reference, as the case may be.

**9.10 Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Copies (whether facsimile, electronic, photostatic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

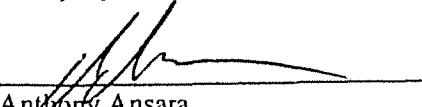
**9.11 Partnership Representative.** Anthony Ansara is hereby designated as the “Partnership Representative” (formerly known as the “Tax Matters Member”) for the Company within the meaning of Section 6223(a) of the Internal Revenue Code of 1986, as amended. The Partnership Representative shall have full power and authority to act as such for the Company and the Members, with all the rights and responsibilities of that position described in Sections 6221 through 6241 of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, the duty of the Partnership Representative to keep each Member informed of administrative and judicial proceedings involving tax issues related to the Company, its property or its business shall be limited to a duty to inform each Member of the beginning, completion, and results of such proceedings. The Partnership Representative shall be free from all claims by the Company or the other Members by reason of any act performed for or on behalf of the Company as the Partnership Representative. The Company shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys’ fees and court costs, which may be made or imposed upon him by reason of any act performed for or on behalf of the Company as Partnership Representative.

*[Remainder of Page Intentionally Left Blank.]*

**INTENDING TO BE LEGALLY BOUND**, the parties hereto make and execute this Agreement as of the date and year first written above.

**COMPANY:**

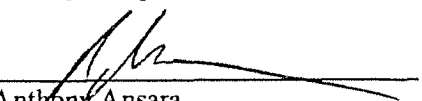
**DAILY JAM GP LLC**, a Michigan limited liability company

By:   
Anthony Ansara  
Its: Managing Manager

By: \_\_\_\_\_  
Rick Del Sontro  
Its ZGR Manager

**MEMBERS:**

**MOTOR CITY JAM LLC**, a Michigan limited liability company

By:   
Anthony Ansara  
Its: Authorized Representative

**ZGR HOLDINGS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Rick Del Sontro  
Its: Manager

**CURIS JAM LLC**, a Michigan limited liability company

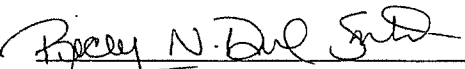
By: \_\_\_\_\_  
Daniel Curis  
Its: Authorized Representative

**INTENDING TO BE LEGALLY BOUND**, the parties hereto make and execute this Agreement as of the date and year first written above.

**COMPANY:**

**DAILY JAM GP LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Anthony Ansara  
Its: Managing Manager

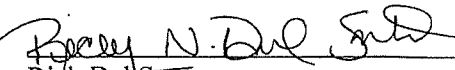
By:   
Rick DeSontro  
Its: ZGR Manager

**MEMBERS:**


**MOTOR CITY JAM LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Anthony Ansara  
Its: Authorized Representative

**ZGR HOLDINGS, LLC**, a Delaware limited liability company

By:   
Rick DeSontro  
Its: Manager

**CURIS JAM LLC**, a Michigan limited liability company

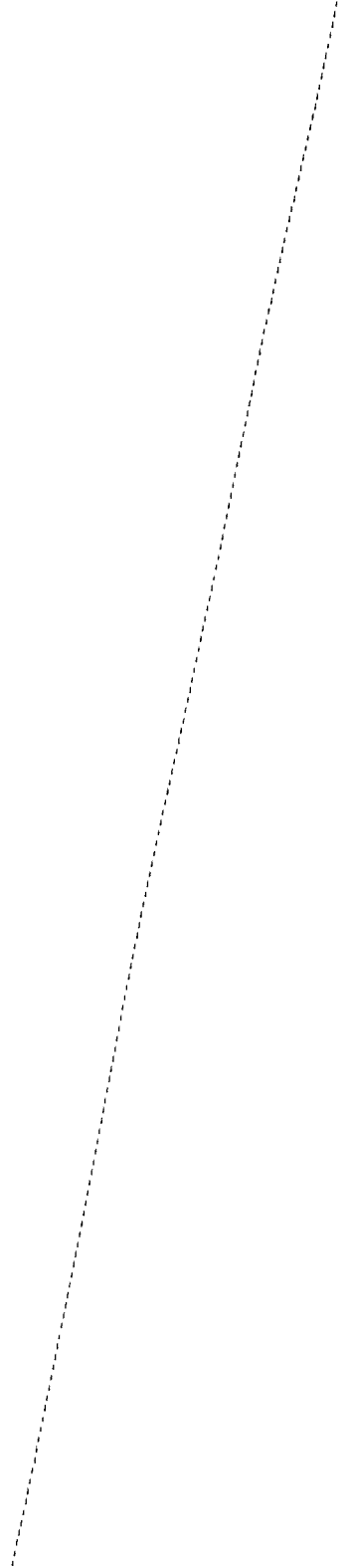
By:   
Daniel Curis  
Its: Authorized Representative

**EXHIBIT A**

<b><u>Member</u></b>	<b><u>Mailing Address</u></b>	<b><u>Membership Interest</u></b>	<b><u>Capital Contribution</u></b>
<b>MOTOR CITY JAM LLC</b>	23925 Industrial Park Dr. Farmington Hills, MI 48335	33-1/3%	\$
<b>ZGR HOLDINGS, LLC</b>	42490 Garfield Rd., Suite 202 Clinton Township, Michigan 48038	33-1/3%	\$
<b>CURIS JAM LLC</b>	20710 Mack Avenue Grosse Pointe Woods, MI 48236	33-1/3%	\$
<b><u>Total:</u></b>		<b><u>100%</u></b>	<b><u>\$</u></b>

Managing Manager Mailing Address: Anthony Ansara  
23925 Industrial Park Dr.  
Farmington Hills, MI 48335

**TAB 4**



**LARA** Corporations  
**Online Filing System**  
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

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

**Article I**

The name of the limited liability company is:

MOTOR CITY JAM LLC

**Article II**

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

**Article III**

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

PERPETUAL

**Article IV**

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

- 1. Agent Name: VICTOR L. ANSARA
- 2. Street Address: 23925 INDUSTRIAL PARK DR.  
Apt/Suite/Other:  
City: FARMINGTON HILLS  
State: MI Zip Code: 48335

3. Registered Office Mailing Address:

- P.O. Box or Street Address: 23925 INDUSTRIAL PARK DR.  
Apt/Suite/Other:  
City: FARMINGTON HILLS  
State: MI Zip Code: 48335

**Article V**

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

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

Signed this 27th Day of December, 2019 by the organizer(s):

Signature:	Title:	Title of Officer (Not applicable)
Alan J. Schwartz, Attorney for Victor Ansara, Organizer	Attorney In Fact	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

1

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

*This is to Certify that the* ARTICLES OF ORGANIZATION

*for*

MOTOR CITY JAM LLC

*ID Number:* 802398146

*received by electronic transmission on* December 27, 2019 , *is hereby endorsed.*

*Filed on* December 27, 2019, *by the Administrator.*

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of December, 2019.*

*Linda Clegg*

*Linda Clegg, Interim Director*

*Corporations, Securities & Commercial Licensing Bureau*



**OPERATING AGREEMENT  
FOR  
MOTOR CITY JAM LLC**

**THIS OPERATING AGREEMENT** (this "Agreement"), effective as of January 1, 2023, is by and among **MICHAEL A. ANSARA, ANTHONY R. ANSARA, VICTOR L. ANSARA, JR., NICOLAS L. E. ANSARA, and VICTOR L. ANSARA, AS TRUSTEE OF THE VICTOR L. ANSARA LIVING TRUST U/A/D MAY 3, 1989, AS AMENDED AND RESTATED** ("Victor's Trust") as members (individually, a "Member", collectively, the "Members") of **MOTOR CITY JAM LLC**, a Michigan limited liability company (the "Company"), who agree to and/or acknowledge the following:

**ARTICLE I  
ORGANIZATION**

**1.1 Formation.** The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended by Act No. 52, Public Acts of 1997, as amended by Act No. 336, Public Acts of 2000 (the "Act"), by the filing of Articles Of Organization (the "Articles") with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau.

**1.2 Name.** The name of the Company shall be Motor City Jam LLC. The Company may also conduct its business under one or more assumed names.

**1.3 Purposes.** The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

**1.4 Duration.** The Company shall be perpetual unless otherwise stated in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Agreement.

**1.5 Registered Office and Resident Agent.** The Registered Office and Resident Agent of the Company shall be as designated in the Articles and may be changed from time to time. If the Resident Agent shall ever resign or be unable to serve, the Company shall promptly appoint a successor. The Company shall promptly file notice of change of its Registered Office and/or Resident Agent, as appropriate.

**1.6 Intention for Company.** The Members have formed the Company as a Limited Liability Company under and pursuant to the Act. Except for income tax purposes, the Company is not and shall not be construed as a partnership or any other venture. No Member shall be construed to be a partner in the Company or a partner with another Member.

**ARTICLE II**  
**BOOKS, RECORDS AND ACCOUNTING**

**2.1 Books and Records.** The Manager shall cause the Company to maintain complete and accurate books and records of the Company's business and affairs as required by the Act. Such books and records shall be kept at the Company's Registered Office and shall be available for examination there by any Member or its duly authorized representative at any and all reasonable times.

**2.2 Reports.**

(a) Within 75 days after the end of each fiscal year, the Manager shall cause the Company to send to each person who was a Member at any time during the fiscal year then ended such tax information as shall be necessary for the preparation by such Member of its Federal income tax return and state income tax and other returns with regard to jurisdictions in which the Company is formed or qualified.

(b) Within 90 days after the end of each fiscal year, the Manager shall cause the Company to send to each person who was a Member at any time during the fiscal year then ended a balance sheet as of the end of such fiscal year and statements of income and Member's capital, all of which shall be prepared in accordance with generally accepted accounting principles.

**2.3 Member's Accounts.** The Manager shall cause the Company to maintain separate capital accounts for each Member. Each Member's capital account shall reflect such Member's capital contributions and increases for such Member's share of any net income or gain of the Company. In addition, each Member's capital account shall also reflect decreases for distributions made to the Member and such Member's share of any losses and deductions of the Company.

**2.4 Distribution of Assets.** If the Company at any time distributes any of its assets in-kind to any Member, the capital account of each Member shall be adjusted to account for that Member's allocable share (as determined below) of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

**2.5 Sale or Exchange of Membership Interest.** In the event of a sale or exchange of some or all of a Member's Membership Interest in the Company, the capital account of the transferring Member shall become the capital account of the assignee, to the extent it relates to the portion of the Membership Interest transferred.

**2.6 Compliance with Section 704(b) of the Internal Revenue Code.** The provisions of this Section as they relate to the maintenance of capital accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to this Agreement to have substantial economic effect under the regulations promulgated under Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), in light of the distributions and capital contributions made pursuant to this Agreement. This

Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution in excess of the initial contribution.

**2.7 Legal Assistance.** The Manager on behalf of the Company may engage a law firm representing one of the Members. Such engagement shall not constitute a waiver of the attorney-client privilege nor be grounds to disqualify the law firm from continued representation of the Member.

**2.8 Partnership Representative.** Anthony R. Ansara is hereby designated as the "Partnership Representative" for the Company within the meaning of Section 6223(a) of the Code. The Partnership Representative shall have full power and authority to act as such for the Company and the Members, with all the rights and responsibilities of that position described in Sections 6221 through 6241 of the Code. Notwithstanding the foregoing, the duty of the Partnership Representative to keep each Member informed of administrative and judicial proceedings involving tax issues related to the Company, its property or its business shall be limited to a duty to inform each Member of the beginning, completion, and results of such proceedings. The Partnership Representative shall be free from all claims by the Company or the other Members by reason of any act performed for or on behalf of the Company as the Partnership Representative. The Company shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon him by reason of any act performed for or on behalf of the Company as Partnership Representative.

**2.9 Bank Accounts.** The bank account or accounts of the Company shall be maintained in the financial institution or institutions selected by the Manager. All funds of the Company shall be deposited into account(s) of the Company and any and all checks or other instruments used to draw funds of the Company shall require the signature of the Manager or an authorized representative of the Manager.

### **ARTICLE III** **CAPITAL CONTRIBUTIONS**

**3.1 Initial Commitments and Contributions.** Each Member has made a capital contribution to the Company in the amount set forth on the books and records of the Company. The interests of the respective Members in the total capital of the Company are set forth in Exhibit A and shall be referred to as a Member's "Membership Interest". No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

**3.2 Additional Contributions.** No Member shall be required to contribute additional capital to the Company.

**3.3 Nature of Member's Interest.** Membership Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity. No Member, individually, shall have ownership of such property. No Member, nor any successor in interest to

any Member, shall have the right while this Agreement remains in effect, to have any Company assets partitioned, or to file a complaint or institute any proceedings at law or in equity to have any asset partitioned. Each Member, on behalf of himself/herself/itself, his/her/its successors, successors-in-title, and assigns, hereby waives any such right.

#### **ARTICLE IV** **ALLOCATIONS AND DISTRIBUTIONS**

**4.1 Allocations.** Except as may be required by the Code or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in proportion with each Member's Membership Interest.

**4.2 Distributions.**

(a) Subject to Section 4.2(b), the Company, based on the determination of the Manager, may make distributions of "Cash Flow" to the Members from time to time in proportion with each Member's Membership Interest. Distributions shall be in cash or property, or both, as the Manager determines. For purposes of this Section "Cash Flow" shall mean all cash receipts collected by the Company (including, without limitation, sale and loan proceeds) remaining after payment of all due and payable liabilities and expenses of the Company, including rent, the payment of debt service, and loans owing to the Members, such reserves as the Manager deems reasonably necessary for the proper operation of the Company's business, and/or any other fees or expenditures authorized under this Agreement.

(b) No distribution shall be declared or made if, after giving it effect: (i) the Company would not be able to pay its debts as they become due in the usual course of business, or (ii) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

**4.3 Mandatory Distributions.** Notwithstanding Section 4.2(a), but subject to Section 4.2(b), the Manager shall cause the Company to distribute cash to Members in amounts sufficient to pay the Federal and applicable State income tax liabilities attendant to the ownership of such Member's Membership Interest, at the then highest Federal and applicable State income tax marginal rates, including any adjustments ("Mandatory Distributions"). Mandatory Distributions shall, if possible, be made on a quarterly basis with the checks mailed to Members no later than 10 days before the due date of each quarterly federal income tax estimated payment.

**4.4 Company Minimum Gain Chargeback.** If there is a net decrease in Company minimum gain for a taxable year, each Member must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in Company minimum gain. A Member's share of the net decrease in Company minimum gain is the amount of the total net decrease multiplied by the Member's percentage Membership Interest of the Company minimum gain at the end of the immediately preceding taxable year. A Member's share of any decrease in Company minimum gain resulting from a

revaluation of Company property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company minimum gain chargeback requirement to the extent the Member's share of the net decrease in Company minimum gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member nonrecourse liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Treasury Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

**4.5 Member Minimum Gain Chargeback.** If during a taxable year there is a net decrease in Member minimum gain, any Member with a share of that Member minimum gain (as determined under Section 1.704-2(i)(5) of the Treasury Regulations) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member minimum gain. A Member's share of the net decrease in Member minimum gain is determined in a manner consistent with the provisions of Section 4.4. A Member is not subject to this Member minimum gain chargeback, however, to the extent the net decrease in Member minimum gain arises because the liability ceases to be Member nonrecourse liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a nonrecourse liability. The amount that would otherwise be subject to the Member minimum gain chargeback is added to the Member's share of Company minimum gain. In addition, rules consistent with those applicable to Company minimum gain shall be applied to determine the shares of Member minimum gain and Member minimum gain chargeback to the extent provided under the Treasury Regulations issued pursuant to Section 704(b) of the Code.

**4.6 Qualified Income Offset.** In the event any Member, in such capacity, unexpectedly receives an off-settable decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income and gain for such year) in an amount and manner sufficient to offset such off-settable decrease as quickly as possible.

**4.7 Member Costs.** Except for distributions made pursuant to Sections 4.2 and 4.3, and as otherwise agreed to by the Members, no Member or an affiliate of Member shall receive any pay from the Company with respect to the operations hereunder. The Company shall, however, repay any loans made by a Member or any affiliate of a Member and reimburse a Member for all direct expenses advanced by such Member on behalf of the Company. Any repayment of a loan advanced by a Member or any affiliate of a Member shall be made before any distributions under Sections 4.2 or 4.3.

## **ARTICLE V**

### **DISPOSITION OF MEMBERSHIP INTERESTS**

**5.1 Disposition of a Member's Membership Interest.** Without the Required Vote of the Members, a Member shall not sell, assign, transfer, convey, give, encumber, pledge, hypothecate, or in any manner (voluntarily, involuntarily or otherwise), dispose of (or permit a levy or attachment on and such levy or attachment is not removed within sixty days) all or any part

of his/her Membership Interest in the Company, now owned or after acquired by him/her/it, except as permitted by the following sub-paragraphs:

(a) An individual Member may transfer any or all of his/her Membership Interest in the Company to himself/herself, as the settlor/grantor of a revocable trust established by him/her for his/her benefit and/or the benefit of his/her spouse, children, and/or other relatives;

(b) Any revocable trust which is a Member may transfer any or all of its Membership Interest in the Company to the individual who established such trust;

(c) Upon termination of any revocable trust which is a Member, the Membership Interest in the Company owned by such trust may be transferred to the individual who established such trust;

(d) Transfers by a revocable trust, in accordance with the terms thereof or in accordance with applicable law, upon the death of the individual who established such trust;

(e) Each Member may transfer any or all of his/her/its Membership Interest in the Company to another Member; and

(f) Each Member may transfer his/her/its Membership Interest pursuant to Article X below.

Any transfer in violation of this Section 5.1 shall not be acknowledged by the Company as having occurred. The transfers set forth above will only be effective if the transferees become parties to and execute an addendum to this Agreement and agree to the terms and conditions of this Agreement as a condition of their becoming a Member of the Company. An assignee so admitted as a Member shall have all of the rights and powers of the assignor, and shall be subject to all of the restrictions and liabilities of the assignor as set forth in this Agreement.

**5.2 Assignment of Distribution Rights.** Notwithstanding anything to the contrary contained herein, a Member may assign the right to such Member's Membership Interest in whole or in part provided that such assignment does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to under this Agreement.

## **ARTICLE VI** **MEETINGS OF MEMBERS**

**6.1 Annual Meetings.** An annual meeting of the Members for the transaction of such business as may properly come before such meeting shall be held at such place, either within or without the State of Michigan, and at such time and date as the Manager, by resolution, shall determine, and if not so determined, shall be held at the Company's principal office in the State of Michigan on the fourth Tuesday in March of each year, if not a legal holiday, and if a legal holiday, then on the next business day following. The Manager shall state the time, place and purposes of

such meeting as provided in Section 6.4, unless such notice is waived. If such annual meeting is not held as herein provided for, it may be held as soon thereafter as may be convenient. Such subsequent meeting shall be called in the same manner as hereinafter provided for special meetings of Members.

**6.2 Special Meetings.** A special meeting of the Members may be called at any time by the Manager; and shall be called by the Manager on the written request of any Member or Members whose Membership Interest is twenty percent (20%) or more. The time of such special meeting shall be fixed by the Manager or by such Member or Members in the request, as the case may be, and shall be stated in the notice of the special meeting, provided that the time so fixed shall permit the giving of notice as provided in Section 6.4, unless such notice is waived. Such request shall state the purposes of the proposed meeting.

**6.3 Place of Special Meetings.** Special Meetings of the Members shall be held at such place as may be fixed from time to time by the Manager, or as shall be specified in the notice or waiver of notice of any such special meeting.

**6.4 Notice of Meetings.** Written notice of time, place and purposes of each meeting of the Members shall be given by the Manager and shall be served personally or by first class mail on each Member not less than ten (10) nor more than twenty (20) days before the meeting. If mailed, such notice shall be directed to each such Member at the address as it appears on the Membership roster of the Company unless such Member shall have filed with the Manager a written request that such notices be mailed to some other address, in which case it shall be mailed to the address designated in such request. Business transacted at any special meeting of the Members shall be limited to the purpose or purposes stated in the notice, unless the holders of more than sixty percent (60%) of the Membership Interests in Company consent thereto in writing.

**6.5 Manager Presides.** Each meeting of the Members shall be presided over by the Manager or, in his/her absence, by a chairman to be chosen at the meeting. The Manager or any Member shall act as secretary of each meeting of the Members.

**6.6 Voting.** At each meeting of the Members, each Member shall be entitled to one (1) vote for each of the percentage points comprising such Member's Membership Interest, and may vote either in person or by proxy, but no proxy shall be voted after three (3) years from its date unless such proxy provides for a longer period. Every proxy must be executed in writing by the Member or by his duly authorized attorney.

**6.7 Quorum.** At all meetings of the Members, the presence, in person or by proxy, of the holders of record of more than sixty percent (60%) of all the Membership Interests, and entitled to vote thereat, shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, the meeting shall not be adjourned, and any subsequent meeting shall be called in the same manner as provided for special meetings of Members.

**6.8. Written Consent in Lieu of Meeting.** Any action which may be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by a Member

or Members having not less than the minimum number of votes that would be necessary to authorize or take the action at any annual or special meeting of Members at which all Members entitled to vote thereon were present and voted.

**6.9 Required Vote.** Except as otherwise expressly set forth herein, unless a greater vote is required by the Act or this Agreement, the affirmative vote or consent of the holders of record of more than sixty percent (60%) of all of the Membership Interests shall be required (the “Required Vote”).

## **ARTICLE VII MANAGER**

**7.1 General Powers of the Manager.** Except as provided in this Agreement, the property, affairs and business of the Company shall be managed by a Manager. The Manager shall perform the duties of, and have the powers appropriate for, a chief executive or chief operating officer, including, without limitation: the authority to negotiate and sign contracts, real estate purchase agreements, real property leases and personal property leases, the authority to borrow funds and to grant mortgages and security interests upon the assets of the Company in order to secure loans made to the Company, the authority to sign all checks on behalf of the Company, the authority to negotiate and enter into insurance and bonding contracts, purchasing of all necessary inventory items, supplies, equipment, and any other assets on behalf of the Company. In addition to the powers and authority expressly conferred on the Manager by this Agreement, and except as provided in this Agreement, the Manager may exercise all such powers of the Company, and do all such lawful acts and things as are permitted by the Articles. Nothing in this Section 7.1 shall limit the right of the Manager to delegate the ordinary course operation of the Company’s business to employees of the Company or others, subject to the Manager’s overall supervision and approval.

**7.2 Number; Election; Term of Office; and Qualifications.** The Company shall be managed by one (1) manager (the “Manager”). The Manager shall be elected by the Required Vote. The Manager shall continue in office until his earlier death, resignation or removal. No Manager need be a Member. By execution of this Agreement, the Members designate Anthony R. Ansara as the initial Manager.

**7.3 Removal of the Manager; Vacancies.**

(a) The Manager may be removed at any time, with or without cause, by the Required Vote, at the annual meeting of Members, at a special meeting of Members called for that purpose or by the execution of a written consent action.

(b) If any vacancy shall occur in the position of Manager by reason of death, resignation or removal as set forth in Section 7.3(a), then such vacancy shall be filled in the manner provided in Section 7.2. In the event that the resignation of the Manager shall specify that it shall take effect at a future date, the vacancy resulting from such resignation may be filled prospectively in the same manner as provided in the paragraph above.



**7.4 Regulations.** The Manager may adopt such rules and regulations for the management of the property, affairs and business of the Company as it may deem proper, not inconsistent with law, the Articles or this Agreement.

**7.5 Activity of the Manager or the Members.** The Manager shall devote such time and effort as may be reasonably required to conduct the Company's business and perform his/her responsibilities under this Article VII. The Members and the Manager shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any kind, nature, character or description whatsoever, whether independently or with others, directly or indirectly, including but not limited to any venture which may be competitive with the business of the Company, and neither the Company nor any other Member shall have any rights by virtue of the Company created by this Agreement in and to such ventures or the income or profits derived therefrom.

**7.6 Compensation.** The Manager shall receive no compensation for his services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in performance of their duties.

## **ARTICLE VIII WAIVER OF NOTICES**

**8.1 Waiver of Notice.** Whenever any notice is required to be given by the Articles or this Agreement, a written waiver thereof by the person or persons entitled to such notice given before or after the time stated therein, shall be deemed equivalent to such notice.

**8.2 Attendance at Meeting.** Attendance of a person at any meeting, whether of Members (in person or by proxy) or the Manager shall constitute a waiver of notice of such meeting, except when such person attends such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not legally called or convened.

## **ARTICLE IX EXCULPATION OF LIABILITY; INDEMNIFICATION**

**9.1 Exculpation of Liability.** The personal liability of a Manager to the Company or any Member for any loss suffered by the Company or any monetary damages for breach of fiduciary duties as a Manager is hereby eliminated to the fullest extent permitted by the Act. The Manager shall not be liable for errors in judgment. The Manager may consult with counsel and accountants and any Member, employee or committee of the Company or other professional expert in respect of the affairs of the Company, and provided the Manager acts in good faith reliance upon the advice or opinion of such counsel or accountants or other persons, the Manager shall not be liable for any loss suffered by the Company in reliance thereon. If the Act is hereafter amended or interpreted to permit further limitation of the liability of a Manager beyond the foregoing, then this Section shall be interpreted to limit the personal liability of the Manager to the fullest extent permitted by the Act, as amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to limit the personal liability of the Manager to a greater extent than that permitted by said law prior to such amendment). In furtherance of, and without

limiting the generality of the foregoing, no Member or Manager shall be personally liable for the debts, obligations or liabilities of the Company, including any such debts, obligations or liabilities arising under a judgment, decree or order of a court.

## 9.2 Indemnification.

(a) Subject to the limitations and conditions as provided in this ARTICLE IX, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative (hereinafter, a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Manager shall be indemnified by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees and expenses) actually incurred by such person in connection with such Proceeding, and indemnification under this ARTICLE IX shall continue as to a person who has ceased to serve in the capacity that initially entitled such person to indemnity hereunder; provided, that no such person shall be indemnified for any judgments, penalties, fines, settlements or expenses (i) to the extent attributable to such person's gross negligence, willful misconduct, or intentional violation of law (or, if the Act is hereafter amended or interpreted to permit a higher required standard of culpability for conduct subject to indemnification, to the extent not in violation of such higher required standard), (ii) for any present or future breaches of any representations, warranties or covenants by such person contained in this Agreement or in any other agreement with the Company, (iii) in any action (except an action to enforce the indemnification rights set forth in this Section 9.2) brought by such person, such person's affiliates or the person of whom he or she is the legal representative or (iv) with respect to a Manager for any matter that such Manager is not exculpated pursuant to Section 9.1. It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability.

(b) The rights granted pursuant to this ARTICLE IX shall be deemed contract rights, and no amendment modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal.

(c) The right to indemnification conferred in this ARTICLE IX shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under ARTICLE IX who was/is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his good faith belief that he has met the standard of conduct necessary for indemnification under ARTICLE IX and a written undertaking,

by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this ARTICLE IX or otherwise.

**ARTICLE X**  
**PURCHASE OF MEMBERSHIP INTEREST; DISSOLUTION AND WINDING UP**

**10.1 Events Requiring the Purchase of Member's Membership Interest.**

(a) Each of the following shall be referred to as a "Non-Voluntary Triggering Event": (i) the death of a Member; or (ii) the death of the settlor/grantor of a revocable trust that is a Member. Each of the following shall be referred to as a "Voluntary Triggering Event": (i) the entry of an order for relief under the United States Bankruptcy Code against a Member; or (ii) the entry of an order for relief under the United States Bankruptcy Code against the settlor/grantor of a revocable trust that is a Member. For purposes of this Section 10.1, a Non-Voluntary Triggering Event and/or a Voluntary Triggering Event is sometimes hereinafter referred to as a "Triggering Event."

(b) Upon the occurrence of a Non-Voluntary Triggering Event, the Seller (as defined below) may require that the Company purchase (the "Put") all of the Membership Interest of the Seller for the Non-Voluntary Purchase Price (as defined below) in accordance with this Section 10.1. Upon the occurrence of a Voluntary Triggering Event, the Company shall have an option (the "Option") to purchase all of the Membership Interest of the Seller for the Voluntary Purchase Price (as defined below) in accordance with this Section 10.1.

(c) For purposes of this Section 10.1:

(i) "Seller" shall mean the following: (i) in the case of a Non-Voluntary Triggering Event, (1) the personal representative of the estate of the deceased Member, or (2) in the case of the death of the settlor/grantor of a revocable trust that is a Member, the trustee of such trust; and/or (ii) in the case of a Voluntary Triggering Event, (1) the trustee of the bankruptcy estate of the bankrupt Member, or (2) in the case of the bankruptcy of a settlor/grantor of a revocable trust that is a Member, the trustee of such trust.

(ii) "Non-Voluntary Purchase Price" means an amount equal to the fair market value of the Seller's Membership Interest as of the date of the Triggering Event, excluding discounts for marketability and control.

(iii) "Voluntary Purchase Price" means an amount equal to fifty percent (50%) times the fair market value of the Seller's Membership Interest as of the date of the Triggering Event, excluding discounts for marketability and control.

(d) Upon the occurrence of a Triggering Event, the Company and the Seller shall determine the fair market value of the Seller's Membership Interest as of the date of the Triggering Event, excluding discounts for marketability and control (the "Value"). If the Company and the Seller are unable to agree upon the Value, then, within 90 days of the Triggering Event,

the Company and the Seller shall each appoint a licensed appraiser (the "Appraisers") to determine the Value. The Appraisers shall be required to complete their respective appraisals within 120 days of the Triggering Event. The Value shall be deemed to be the average of the two appraisals. The decision of the Appraisers shall be binding on the Company and the Seller, and the submission by the parties that the Appraisers determine the Value as provided herein shall be considered to be the settlement of a controversy with relation to this Agreement by arbitration under Chapter 50 of the Revised Judicial Act of Michigan (MCLA 600.5001 et seq.) and a judgment of any circuit court may be rendered upon the determination made by the Appraisers pursuant to this Agreement, in accordance with MCLA 600.5001(2).

(e) In the case of a Non-Voluntary Triggering Event, within 30 days after (i) the date on which the Company and the Seller agree to the Value (if the Company and the Seller are able to agree on the Value) or (ii) the Seller's receipt of the last two appraisals (if the Company and the Seller are unable to agree to the Value) (the "Put Election Period"), the Seller shall decide whether it intends to exercise the Put. In order to "Timely and Properly Exercise the Put", the Seller must, within the Put Election Period, give written notice to the Company that it desires to exercise the Put. If the Seller does not Timely and Properly Exercise the Put, then (A) the Seller shall remain the owner of the Seller's Membership Interest, subject to the terms and conditions of this Agreement; (B) the Seller shall no longer have any right to vote with respect to such Membership Interest and the Required Vote shall mean the affirmative vote or consent of those Members holding more than sixty percent (60%) of the Membership Interest with respect to which such Members are entitled to vote; and (C) the fees of the Appraisers (and all other persons employed by them) shall be paid by the Seller. If the Seller does Timely and Properly Exercise the Put (in which case, the Company shall be referred to as the "Buyer"), then (y) such acquisition shall be consummated in accordance with subsections (g) and (h) below; and (z) the fees of the Appraisers (and all other persons employed by them) shall be split between the Company and the Seller.

(f) In the case of a Voluntary Triggering Event:

(i) Within 30 days after (i) the date on which the Company and the Seller agree to the Value (if the Company and the Seller are able to agree on the Value) or (ii) the Company's receipt of the last of the two appraisals (if the Company and the Seller are unable to agree to the Value) (the "Option Election Period"), the Company shall decide whether it intends to exercise the Option. In order to "Timely and Properly Exercise the Option", the Company must, within the Option Election Period, give written notice to the Seller that it desires to exercise the Option. If the Company does not Timely and Properly Exercise the Option, then: (A) each Member (other than the Seller) shall have an option (the "Secondary Option") to purchase all of the Seller's Membership Interest for the Voluntary Purchase Price in accordance with the provisions of this Section 10.1; and (B) the fees of the Appraisers (and all other persons employed by them) shall be paid by the Company. If the Company does Timely and Properly Exercise the Option (in which case, the Company shall be referred to as the "Buyer"), then: (y) such acquisition shall be consummated in accordance with the subsections (g) and (h) below; and (z) the fees of the Appraisers (and all other persons employed by them) shall be split between the Company and the Seller.

(ii) Within 30 days after the failure of the Company to Timely and Properly Exercise the Option (the "Secondary Option Election Period"), each Member (other than the Seller) shall decide whether to exercise the Secondary Option. In order to "Timely and Properly Exercise the Secondary Option," each such Member must, within the Secondary Option Election Period, give written notice to the Seller that he/she/it desires to exercise the Secondary Option. If none of such Members Timely and Properly Exercise the Secondary Option, then (A) the Seller shall remain the owner of the Seller's Membership Interest, subject to the terms and conditions of this Agreement; and (B) the Seller shall no longer have any right to vote with respect to such Membership Interest and the Required Vote shall mean the affirmative vote or consent of those Members holding more than sixty percent (60%) of the Membership Interest with respect to which such Members are entitled to vote. If one or more of such Members do Timely and Properly Exercise the Secondary Option (in which case he, she, it, or they shall be referred to as the "Buyer"), then such acquisition shall be consummated in accordance with subsections (g) and (h) below. If there is more than one Buyer, then each Buyer shall purchase his/her pro rata share of the Seller's Membership Interest and pay his/her pro rata share of the Voluntary Purchase Price based upon each Buyer's respective Membership Interest.

(g) The Buyer shall pay the Voluntary Purchase Price or Non-Voluntary Purchase Price, as the case may be, as follows: 25% of the Voluntary Purchase Price or Non-Voluntary Purchase Price, as the case may be, shall be paid to the Seller at the Closing (as defined below) and the remaining balance shall be paid in four (4) equal annual installments on the anniversary of the Closing (except as to the last payment which may be for a lesser remaining balance). This obligation shall be evidenced by a promissory note (the "Note") which shall bear interest at the Applicable Federal Rate as defined below. The "Applicable Federal Rate" shall be the Federal short-term rate in effect under section 1274(d) of the Code, for the period for which the amount of the foregoing interest is being determined, compounded semiannually. Any accrued interest shall be payable along with the annual installment of principal. The Note shall provide that in the event of default in payment of principal or interest, the entire indebtedness shall become due and payable immediately. The Buyer shall have the right to prepay the amount due at any time with interest computed only to the date of payment. If the maker of the Note is not the Company, then the Note shall be secured by a security interest in the Membership Interest owned by the Buyer which shall be evidenced by a security agreement and UCC financing statement executed by the Buyer in favor of the Seller.

(h) The Closing shall be at 10:00 a.m., on the 90th day after the determination of the Value, at the Company's registered office (as designated in the Articles) or such other date and place as the Buyer and the Seller shall agree upon. At the Closing, the Seller shall tender to the Buyer an assignment representing the transfer of all of the Seller's Membership Interest, in form suitable for transfer to the Buyer.

(i) If the Company is the Buyer pursuant to this Section 10.1, then so long as an outstanding balance remains under the Note, the Company shall not make any distributions or other payments to the Members on account of their Membership Interest, except for Mandatory Distributions.

(j) If a Member or Members is the Buyer pursuant to this Section 10.1, then so long as an outstanding balance remains under the Note, the Company shall not make any distributions or other payments to the Buyer on account of his/her/its/their Membership Interest (except for Mandatory Distributions); rather, all distributions or other payments, other than Mandatory Distributions, that would be made to the Buyer shall be made to the Seller and applied against the Note until the outstanding balance under the Note is paid in full.

(k) During the period in which a Put or Option, as the case may be, under this Section 10.1 exists, the Seller shall not have any vote with respect to the Seller's Membership Interest, if any, and the Required Vote shall mean the affirmative vote or consent of those Members holding more than sixty percent (60%) of the Membership Interest with respect to which such Members are entitled to vote.

**10.2 Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of only the following events: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) on the unanimous consent of all the Members.

**10.3 Winding Up.** Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations and then to Members and former Members first, in satisfaction of liabilities for distributions and then, in accordance with their Membership Interests. Such proceeds shall be paid to the Members within 90 days after the date of winding up.

## **ARTICLE XI** **FISCAL YEAR ACCOUNTING**

The fiscal year of the Company shall begin on the first day of January and end on the last day of December in each year. The particular accounting methods and principles to be followed by the Company shall be generally accepted accounting principles applied on a consistent basis.

## **ARTICLE XII** **MISCELLANEOUS PROVISIONS**

**12.1 Other Investments.** The Members recognize that each Member has interests in other investments and businesses not related to the Company, and that each Member shall be permitted to continue to participate in such other investments and businesses, notwithstanding his/her ownership of a Membership Interest in the Company. Neither the Company nor any Member shall have any right by virtue of this Agreement in and to such independent investment or businesses or to income or profits derived therefrom.

**12.2 Signatures.** This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same document. For purposes of this Agreement, a signature or signatures delivered via facsimile or e-mail (in portable

document format) shall be deemed to be an original signature or signatures when attached to this Agreement or to any other document or notice provided for in this Agreement.

**12.3 Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

**12.4 Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**12.5 Amendment to Articles.** The Articles may be amended at any time by a written agreement signed by all the Members. No change or modification to the Articles shall be valid unless in writing and signed by all of the Members.

**12.6 Amendment to Agreement.** This Agreement may be amended or revoked at any time by a written agreement signed by all the Members. No change or modification to this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement.

**12.7 Governing Law.** This Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

**12.8 Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

**12.9 Attorney's Conflict Note. EACH MEMBER SPECIFICALLY ACKNOWLEDGES FOR THAT MEMBER AND ANY PARTY CLAIMING BY OR THROUGH THAT MEMBER THAT SUCH MEMBER HAS BEEN ADVISED THAT A CONFLICT OF INTEREST MAY EXIST BETWEEN THAT MEMBER AND THE COMPANY AND/OR THE OTHER MEMBERS, AND THAT SUCH MEMBER HAS BEEN ADVISED TO AND GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THE ECONOMIC, LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT, AND THE OPPORTUNITY TO HAVE ALL OF SUCH MEMBER'S QUESTIONS ANSWERED, PRIOR TO EXECUTING THIS AGREEMENT. EACH MEMBER FURTHER ACKNOWLEDGES THAT JACOB & WEINGARTEN, P.C. DRAFTED THIS AGREEMENT TO ACCOMMODATE THE PARTIES AND AS COUNSEL TO VICTOR L. ANSARA, VICTOR'S TRUST AND THE COMPANY. JACOB & WEINGARTEN, P.C. HAS RECOMMENDED TO EACH MEMBER THAT SUCH MEMBER SEEK THE ADVICE OF AN INDEPENDENT ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT AND EACH MEMBER HEREBY SPECIFICALLY ACKNOWLEDGES THAT SUCH MEMBER UNDERSTANDS THAT JACOB & WEINGARTEN, P.C. IS ONLY REPRESENTING VICTOR L. ANSARA AND THE COMPANY AND IS NOT REPRESENTING ANY MEMBER OTHER THAN VICTOR L. ANSARA AND VICTOR'S TRUST WITH**

**RESPECT TO THIS AGREEMENT AND FURTHER UNDERSTANDS THE PURPOSE  
OF THIS NOTICE AND THE RECOMMENDATION RECEIVED.**

*(signatures on next page)*



**INTENDING TO BE LEGALLY BOUND**, the parties hereto make and execute this Agreement as of the date and year first written above.

**COMPANY:**

**MOTOR CITY JAM LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Anthony R. Ansara, Manager

**MEMBERS:**

**THE VICTOR L. ANSARA LIVING  
TRUST U/A/D MAY 3, 1989, AS  
AMENDED AND RESTATED**

By: \_\_\_\_\_  
Victor L. Ansara  
Its: Trustee

\_\_\_\_\_  
**MICHAEL A. ANSARA**

\_\_\_\_\_  
**ANTHONY R. ANSARA**

\_\_\_\_\_  
**VICTOR L. ANSARA, JR.**

\_\_\_\_\_  
**NICOLAS L. E. ANSARA**

**EXHIBIT A**

**MEMBERSHIP INTERESTS OF THE MEMBERS**

<b><u>MEMBERS:</u></b>	<b><u>MEMBERSHIP INTEREST:</u></b>
Michael A. Ansara .....	25%
Anthony R. Ansara .....	25%
Victor L. Ansara, Jr.....	25%
Victor L. Ansara, as Trustee .....	15%
Nicolas L. E. Ansara .....	10%
 <b>TOTAL:</b> .....	 100.00%

TAB 5

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

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

**Article I**

The name of the limited liability company is:

CURIS JAM LLC

**Article II**

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

**Article III**

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

**Article IV**

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

1. Agent Name: DANIEL E. CURIS, JR.
2. Street Address: 20710 MACK AVENUE  
Apt/Suite/Other:  
City: GROSSE POINTE WOODS  
State: MI Zip Code: 48236

3. Registered Office Mailing Address:

- P.O. Box or Street Address: 20701 MACK AVENUE  
Apt/Suite/Other:  
City: GROSSE POINTE WOODS  
State: MI Zip Code: 48236

**Article V**

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

**ARTICLE V - MANAGEMENT**

CURIS JAM LLC, A MICHIGAN LIMITED LIABILITY COMPANY (THE "COMPANY"), SHALL BE MANAGED BY ITS MANAGER(S). A MANAGER OF THE COMPANY SHALL NOT BE PERSONALLY LIABLE TO THE COMPANY OR ITS MEMBERS FOR MONETARY DAMAGES FOR A BREACH OF ANY OF THE MANAGER'S DUTIES ESTABLISHED UNDER SECTION 404 OF THE ACT, PROVIDED THAT THE FOREGOING PROVISION SHALL NOT LIMIT A MANAGER'S LIABILITY FOR:

- (A) THE RECEIPT OF A FINANCIAL BENEFIT TO WHICH THE MANAGER IS NOT ENTITLED.
- (B) LIABILITY UNDER SECTION 308 OF THE ACT.
- (C) A KNOWING VIOLATION OF LAW.
- (D) AN ACT OR OMISSION OCCURRING BEFORE THE DATE WHEN THE PROVISION BECOMES EFFECTIVE.

IF, AFTER THE ORGANIZATION OF THE COMPANY, THE MICHIGAN LIMITED LIABILITY COMPANY ACT IS EVER AMENDED TO AUTHORIZE ACTI

ON BY THE COMPANY FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MANAGERS, THEN THE LIABILITY OF A MANAGER OF THE COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE ACT, AS SO AMENDED.

ANY REPEAL OR MODIFICATION OF THIS ARTICLE V; SHALL NOT ADVERSELY AFFECT ANY RIGHT OR PROTECTION OR A MANAGER OF THE COMPANY EXISTING AT THE TIME OF SUCH REPEAL OR MODIFICATION.

Signed this 4th Day of June, 2024 by the organizer(s):

Signature	Title	Title "Other" was selected
Daniel E. Curis, Jr.	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

*This is to Certify that the* ARTICLES OF ORGANIZATION

*for*

CURIS JAM LLC

*ID Number:* 803227199

*received by electronic transmission on* June 04, 2024 *, is hereby endorsed.*

*Filed on* June 04, 2024 *, by the Administrator.*

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4th day of June, 2024.*

*Linda Clegg*

*Linda Clegg, Director  
Corporations, Securities & Commercial Licensing Bureau*

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**OPERATING AGREEMENT**

**OF**

**CURIS JAM LLC**

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**The membership interests in this limited liability company have not been registered under the Securities Act of 1933, as amended (the "Federal Act"), the Michigan Uniform Securities Act, as amended (the "Michigan Act"), or the securities laws of any other state, or the securities law of any state, and may not be sold, transferred or assigned without compliance with the registration provisions of the Federal Securities Act of 1933 and applicable state securities laws, or applicable exemptions therefrom. The sale, transfer or assignment of such membership interests is further subject to the restrictions contained in this Operating Agreement.**

OPERATING AGREEMENT FOR  
CURIS JAM LLC  
A Michigan Limited Liability Company

This Operating Agreement (“Operating Agreement”) is made and adopted effective as of June 4, 2024, among Curis Jam LLC, a Michigan limited liability company (the “Company”), the persons executing this Operating Agreement as members of the Company, and all of those who shall later be admitted as members (individually, a “Member,” and collectively, the “Members”) who agree as follows:

ARTICLE I  
ORGANIZATION

1.1 Formation. The Company has been organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act, 1993 PA 23, as amended (the “Act”), by the filing of Articles of Organization (“Articles”) with the Michigan Department of Licensing and Regulatory Affairs as required by the Act.

1.2 Name. The name of the Company is Curis Jam LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall be perpetual unless otherwise stated in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.6 Defined Terms. Capitalized terms defined in this Operating Agreement shall have the meaning, as applicable, ascribed to such term, respectively, herein. Without limitation, the following terms are defined in this Operating Agreement:

- a. “Act” is defined in Section 1.1.
- b. “Articles” is defined in Section 1.1.
- c. “Company” is defined in the first paragraph above.
- d. “Manager” and “Managers” are defined in Section 7.1.
- e. “Member” and “Members” are defined in the first paragraph above.
- f. “Partnership Representative” is defined in Section 2.4.
- g. “Percentage Interest” is defined in Section 3.1.
- h. “Permitted Transfer” is defined in Section 5.2.
- i. “Shares” is defined in Section 3.1.

1.7 Intention for Company. The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company is not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No



Member or Manager shall be construed to be a partner in the Company or a partner of any other Member, Manager, or person, and the Articles, this Operating Agreement, and the relationships created by and arising from them shall not be construed to suggest otherwise.

## ARTICLE II BOOKS, RECORDS, AND ACCOUNTING

2.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

2.3 Reports. The Managers shall prepare reports concerning the financial condition and results of operation of the Company and the Members' Capital Accounts. Such reports shall be provided at least annually, as soon as practicable after the end of each calendar year, and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction, and credit.

2.4 Partnership Representative. Daniel E. Curis, Jr. is hereby designated as the "Partnership Representative" for the Company, as such term is defined by IRC Section 6223, as amended by the Bi-Partisan Budget Act of 2015, as may be modified by subsequent legislation or administrative rulings (the "BBA"), with the full power and authority to act as such for the Company, and all of the rights and responsibilities of that position as described in the BBA. Daniel E. Curis, Jr. shall remain the Partnership Representative of the Company until his death, permanent disability, resignation or removal by a majority vote of the Members, at which time, the Members shall designate the successor Partnership Representative. In the event the Partnership Representative resigns or is removed, he shall immediately notify the IRS of same in writing. Notwithstanding the foregoing, the duty of the Partnership Representative to keep each Member informed of administrative and judicial proceedings involving tax issues related to the Company, its property or its business shall be limited to a duty to inform each Member of the beginning, completion, and results of such proceedings. The Partnership Representative (and the Shares/membership interest of the Partnership Representative, if any) shall be free from all claims by the Company or the other Members by reason of any act performed in good faith and without intentional misconduct, gross negligence or self-dealing, for or on behalf of the Company and the Members as the Partnership Representative. The Company shall indemnify, defend and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon the Partnership Representative by reason of any act performed in good faith and without intentional misconduct, gross negligence or self-dealing, for or on behalf of the Company as Partnership Representative. The Partnership Representative shall follow the rules and regulations of the Internal Revenue Service and rely upon the advice of the Company's certified public accountant.

2.5 Corporate Transparency Act; Beneficial Ownership Information. Upon request, each Member shall provide the Managers with comprehensive and accurate information and documentation regarding their: (a) direct and indirect "Ownership Interests" in the Company, as defined in the U.S. Corporate Transparency Act and implementing regulations (the "CTA"), whether or not such Ownership Interests are documented in writing, and, (b) with respect to any Member that is not an individual, its own ownership and management structure as to enable the Company: (i) to identify each individual who is a "Beneficial Owner" of the Company, as defined in the CTA; and (ii) to comply in a timely manner with the Company's beneficial

ownership information reporting obligations under the CTA. Any change in information or documentation previously provided to the Company by such Member with respect to the CTA, shall be notified to the Company by such Member promptly and in any event within fifteen (15) days of such change. The Members authorize the Managers to use such information and documentation to prepare and file the required reports regarding the Company's "Beneficial Owners", including those individuals exercising "Substantial Control" over the Company, as set forth in the CTA, with the U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) unit. Any Member that fails to comply with the information reporting requirements of this Section shall be liable to the Company and the other Members for any liability, cost, or expense that results to the Company, or the other Members, due to such failure.

ARTICLE III  
CAPITAL CONTRIBUTIONS, MEMBERSHIP SHARES,  
AND CAPITAL ACCOUNTS

3.1 Capital Contributions and Membership Interests/Shares. By executing this Operating Agreement, the Members agree to make the initial capital contributions set forth in the attached Exhibit A. Each Member owns a membership interest in the Company, represented by the Member's Shares in the Company set forth in Exhibit A ("Shares"). The total number of Shares outstanding held by the initial Members, respectively, is shown in Exhibit A. Any additional Member (other than an assignee of a Member's Shares who has been admitted as a Member in accordance with the terms of this Operating Agreement) shall make the capital contribution required in a written agreement with the Company and the other Members concerning the additional Member's admission as a Member. Each Member's "Percentage Interest" is a fraction, the numerator of which is the number of Shares the Member owns, and the denominator of which is the total number of Shares outstanding. Each Member's Percentage Interest is subject to adjustment as provided in this Operating Agreement. Anything contained herein to the contrary notwithstanding, the Company may not sell or issue any additional Shares without the prior written consent of all of the Members.

3.2 Additional Contributions. In addition to the initial capital contributions, the Members may determine from time to time that additional capital is needed to enable the Company to conduct its business and affairs. After making such a determination, notice of it shall be given to all Members in writing at least thirty (30) business days before the date on which the additional contributions are due. The notice shall describe in reasonable detail the purposes and uses of the additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is due. Each Member's percentage of the total additional capital due shall equal the percentage of the Member's respective Percentage Interest.

3.3 Failure to Contribute. If any Member fails to make a capital contribution when required, and if such failure is not cured within fifteen (15) days of written notice by the Manager to the defaulting Member that such failure exists, then the remaining Members may elect to contribute the required capital themselves, according to their respective Percentage Interests. The Members who make such contributions shall be entitled to treat these amounts as an extension of credit to the defaulting Member, payable on demand, with interest accruing on the extension at the rate of ten percent (10%) per annum until paid. This extension of credit shall be secured by the defaulting Member's interest in the Company.

3.4 Loans. The Company may borrow money for Company purposes from any source, including any Member, as determined by the Managers, provided that such loan is not prohibited by any applicable law or regulation and is approved as required under Article 6 of this Operating Agreement. Any money borrowed from a Member shall not constitute a capital contribution to the Company, but shall constitute debt of the Company. Any loan from a Member to the Company shall bear interest at a rate per annum which will not exceed the prime rate as in effect from time to time as published in The Wall Street Journal (or, if more than one rate is published, the highest of such rates) plus two (2) percentage points.

3.5 Capital Accounts. The company shall maintain a separate capital account for each Member. Each Capital Account shall be

- (a) increased (i) for the amount of cash and the fair market value of any property (net of any liabilities secured by the property that the Company assumes or takes subject to) that the Member contributes and (ii) for the Member's share of any of the Company's income or gain and
- (b) decreased (i) for the amount of any cash and the fair market value of any property (net of any liabilities secured by the property that the Company assumes or takes subject to) distributed to the Member, (ii) for the Member's share of any losses and deductions of the Company, and (iii) for any expenditures under IRC 705(a)(2)(B).

If a Member's Shares, or any portion of them, are transferred in accordance with this Operating Agreement, the transferee shall succeed to the Capital Account of the transferring Member or to any portion that is transferred. All of the provisions of this Section regarding the establishment and maintenance of Capital Accounts are intended to comply with Treasury Regulation 1.704-1(b)(2)(iv) and shall be interpreted and applied to comply with such Treasury Regulation. The Members agree to make any adjustment to the Capital Accounts that may be necessary or appropriate to comply with the Treasury Regulation.

3.6 Withdrawal Prohibited; Return of Capital Contributions. The Members agree not to withdraw, and they waive any right of withdrawal and any right to receive any payment or distribution on withdrawal provided for under the Act, including without limitation the right to receive "fair value" of the Member's Shares/membership interest within the meaning of Section 305 of the Act. No Member shall have the right to withdraw such Member's capital contributions or to demand or receive the return of such Member's capital contributions or any part thereof or receive any distributions from the Company, except to the extent otherwise expressly provided in this Operating Agreement. No interest shall be paid by the Company on any capital contributions to the Company.

3.7 Setoff. Each Member and Manager agrees and acknowledges that if any amount is or becomes payable by such Member and/or Manager to the Company, the Company shall have the option to elect to reduce, on a dollar-for-dollar basis, any amount due or payable to the debtor Member/Manager under this Operating Agreement or otherwise, by any such amount due or payable by the debtor Member/Manager to the Company. This elective right of setoff shall be cumulative and in addition to any and all additional remedies to which the Company may be entitled at law or equity.

#### ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations. Except as may be required by the Internal Revenue Code or by this Operating Agreement, the Company's net profits, net losses, and other items of income, gain, loss, deduction, and credit shall be allocated among the Members first, so their Capital Account balances are, as nearly as possible, in the same ratios as their respective Percentage Interest, and then, pro rata, in accordance with the Percentage Interest held by each Member. Notwithstanding the foregoing, and to the extent and in the manner required by and consistent with the applicable Treasury Regulations:

- (a) If there is a net decrease in the Company minimum gain for any fiscal year, each Member shall be allocated items of Company income or gain for such fiscal year (and, if necessary, succeeding fiscal years) equal to the Member's share of the net decrease in Company minimum gain.

- (b) If there is a net decrease in Member minimum gain, each Member with a share of Member minimum gain shall be allocated items of Company income and gain for such fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's Share of the net decrease in Member minimum gain.
- (c) Any Member who unexpectedly receives any adjustment, allocation, or distribution described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5), or (6) shall be allocated items of Company income and gain (consistent with a prorated portion of each item of income, including gross income, and gain for such fiscal year) in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in the Member's Capital Account.
- (d) Any Company nonrecourse deductions shall be allocated among the Members in accordance with Treasury Regulation 1.704-2(e).
- (e) Member nonrecourse deductions shall be allocated to the Members who bear the economic risk of loss with respect to the Member nonrecourse debt to which Member nonrecourse deductions are attributable.
- (f) Items of income, gain, loss, and deduction with respect to any property contributed to the Company by any Member shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for Capital Account purposes, in accordance with IRC 704(c) and applicable Treasury Regulations. If the value of the property is later adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the property shall be made in accordance therewith.

The Members intend that the allocations of the Company's profits and losses shall be applied in a manner consistent with IRC 704 and the Treasury Regulations promulgated thereunder, and the provisions of this article IV shall be interpreted in a manner consistent therewith.

4.2 Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704.2, but may not be consistent with the manner in which the Members intend to share the economic benefits of the Company. To ensure that Members' economic arrangements are not distorted, the Managers shall have sole discretion to request a waiver of the minimum gain chargeback and member nonrecourse debt minimum gain chargeback rules, pursuant to Treasury Regulations Sections 1.704-2(f)(4) and 1.704-2(i)(4), respectively. In addition, the Managers are authorized to divide allocations of Profits, Losses, and other items not subject to Section 4.1 hereof among the Members so as to prevent the allocations in Section 4.1 hereof from distorting the manner in which Company distributions would be divided among the Members pursuant to this Article 4 but for application of Section 4.1 hereof. The Managers will have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the Treasury Regulations.

4.3 Distributions. Distributions to the Members may be made from time to time in such amounts or forms as shall be determined by the Manage(s). Distributions may be made only after the determination is made by the Manager(s), exercising reasonable judgment, that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any). All distributions shall be made to the Members in accordance with each Member's respective Percentage Interest. Distributions shall be in cash or property, or both. No distribution shall be declared or made if, after giving it effect, (a) the Company would not be able to pay its debts as they became due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

ARTICLE V  
DISPOSITION OF MEMBERSHIP INTERESTS

5.1 Restrictions on Transfer.

- (a) Except in the case of a Permitted Transfer, the assignment of a Member's Shares/membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to.
- (b) Except as expressly permitted or required by this Operating Agreement, no Member shall voluntarily or involuntarily transfer (including, without limitation, by the grant or attachment of a lien or encumbrance of any nature) all or any portion of such Member's Shares/membership interest in the Company or any rights therein without the unanimous written consent of all the Members (the transfer of a controlling interest in a Member that is a corporation, partnership, limited liability company or other entity shall be deemed to be an assignment of that Member's Shares/membership interest in the Company and shall be governed by the terms of this Section 5.1). Any transfer or attempted transfer by any Member in violation of the preceding sentence shall be null and void and of no force or effect whatsoever. Each Member hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Operating Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, liabilities for income taxes and costs of enforcing this indemnity) incurred by any of such indemnified Members as a result of a transfer or an attempted transfer in violation of this Operating Agreement.

5.2 Permitted Transfers. Subject to the provisions of this Article, a Member may assign that Member's Shares/membership interest in the Company in whole or in part (either by lifetime assignment or by testamentary disposition) (referred to herein as a "Permitted Transfer") to:

- (a) Any person who is the spouse, ancestor, descendant or spouse of a descendant of the transferor at the time of such assignment; and,
- (b) Trusts for the benefit of the member or any person included in Subsection 5.2.a above; *provided*, however, that the trustee or trustees shall be a member or members of the assignor's immediate family.

In the case of a Permitted Transfer, upon the assignee providing the Company with a written acknowledgment that the assignee agrees to be bound by and to hold such membership interest subject to the terms and conditions of this Operating Agreement, the assignee shall become a substitute Member and shall have, to the extent assigned, all of the rights and powers (including the right to vote and participate in the affairs and management of the Company), and shall be subject to all of the restrictions and liabilities, of the assigning Member. The assigning Member shall not be relieved of any of its unperformed obligations to the Company.

5.3 Admission of Substitute Members. An assignee of a Member's Shares/membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only if: (a) the other then-existing Members unanimously consent in writing; and (b) the assignee enters into a written Admission Agreement in which the assignee agrees to provide the Company with the information and

agreements which the Members may then require. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions and liabilities of a Member.

5.4 Transfer Election. In the case of the transfer of a Member's Shares/membership interest in the Company to another individual or entity that becomes a Member pursuant to any of the provisions hereof, the Company shall, if requested in writing by such transferee member, file the election specified by Section 754 of the Internal Revenue Code of 1954, as amended, or any corresponding section of any future federal Internal Revenue law.

## ARTICLE VI VOTING OF MEMBERS

6.1 Voting. All Members shall be entitled to vote, according to their respective Shares, on any matter submitted to a vote of the Members. The Members shall have the right to vote on all of the following: (a) amending or restating the Articles of Organization or this Agreement; (b) borrowing money or incurring liabilities or other obligations on behalf of the Company in excess of \$10,000; (c) the sale, exchange, lease, or other transfer of the Company's assets; (d) any mortgage, grant of security interest, pledge, or encumbrance on the assets and property of the Company; (e) any act which would affect the tax treatment of the Company as a partnership; (f) admitting one or more new Members or issuing any additional membership interests in the Company, unless all Members have been offered to buy said additional membership interest in proportion to their current membership interest; (g) any act which specifically requires such consent of the Members as set forth herein or in the Act; (h) consolidate or merge with or into any other entity; (i) dissolve or liquidate, in whole or in part (each, a "Material Decision" and collectively, the "Material Decisions").

6.2 Required Vote. Unless a greater vote is expressly required by another provision of this Operating Agreement or required by the Act or the Articles, the affirmative vote of a majority (i.e., at least fifty-one percent (51%)) of the Shares of all the Members entitled to vote on such matter is required ("Required Vote").

6.3 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date, and place that the Members shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the holders of at least ten percent (10%) of the total number of outstanding Shares of all Members entitled to vote. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date. All meetings of Members shall be presided over by a Chairperson, designated by the Members from among themselves.

6.4 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken by consent or approval without a meeting or prior notice. The consent or approval must be in writing, set forth the action to be taken, and be signed by the Members having at least the minimum number of votes necessary to authorize or take such an action at a meeting at which all membership interests entitled to vote on the action are present and voting. Every written consent or approval shall also bear the date of when each Member signed the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent of the Members entitled to vote shall be given to all Members who did not consent to or approve the action.

6.5 Proxies. A Member entitled to vote at a meeting of the Members, or to express consent or dissent to proposed action to be taken without a meeting, may authorize another person to act for him or her by proxy. A proxy shall be signed by the Member or his or her authorized agent or representative, and shall not be valid after the expiration of six months from its date of execution unless otherwise provided in the proxy.

## ARTICLE VII MANAGEMENT

7.1 Management of Business. The Company shall be managed by no fewer than one and no more than two persons (each a “Manager” and collectively, “Managers”), who shall be designated by agreement or resolution of the Members. A Manager may, but need not, be a Member. The Members, by majority vote, shall determine the number of Managers and the Managers’ terms, compensation and benefits, if any. The Managers shall serve at the will and pleasure of the Members, and any Manager(s) may be removed at any time, without cause, by the Members by vote of the majority of the Shares of all the Members. The Members agree that the initial number of Managers shall be two (2) and the initial Managers of the Company shall be Daniel E. Curis, Sr. and Daniel E. Curis, Jr., who shall remain the Managers of the Company until their death, permanent disability, resignation or removal, at which time, the Members shall designate the successor Manager(s) (unless the Members determine to reduce the number of authorized Managers). Each Manager shall be subject to the terms and conditions of this Operating Agreement except to the extent contrary by law.

7.2 General Powers of Managers. Except for decisions reserved to the Members as otherwise provided in this Operating Agreement, any and all decisions concerning the business and affairs of the Company shall be made by the Managers without any need for separate approval of the Members. Each and any Manager shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the Company’s business and affairs, including, without limitation, the power and authority to (a) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (b) borrow money and incur liabilities and other obligations up to \$10,000; (c) enter into any and all agreements and execute any and all contracts, documents, and instruments; (d) engage employees and agents and define their respective duties and compensation; (e) obtain insurance covering the business and affairs of the Company and its property, and on the lives and well-being of its Members, employees, and agents; and (f) begin, prosecute, or defend any proceeding in the Company’s name. Subject to Section 6.1 above and Section 7.3 below, the Members shall be entitled to grant the Managers (or any one or more of them) such additional or particular powers and authority as the Members may authorize by Required Vote of the Members from time to time.

7.3 Limitations. Anything contained in this Operating Agreement to the contrary notwithstanding, no act shall be taken, sum expended, decision made, obligation incurred, or power exercised by any Manager on behalf of the Company with respect to any Material Decision, except as may be approved by the Members as provided in Section 6.2 above.

7.4 Standard of Care; Liability. Each Manager shall discharge his or her duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Company. A Manager shall not be liable for any monetary damages to the Company for any breach of such duties except for (a) receipt of a financial benefit to which the Manager is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or (c) a knowing violation of the law.

7.5 Intention for Company and Understanding of the Members and Manager. Each Manager shall devote only such time to the business and affairs of the Company as may be necessary and appropriate to carry out the Manager’s duties under this Operating Agreement. Insofar as may be permitted by applicable law, any of the Members or Manager and any affiliate may engage in or possess an interest in other business ventures of every nature or description, independently or with others, whether or not such other business ventures compete with the business of the Company, and neither the Company nor any of the Members or Manager shall have any right by virtue of this Operating Agreement in and to such independent ventures or to the income

or profits derived therefrom. Neither this Operating Agreement, nor any activity undertaken pursuant hereto, shall prevent any Member or Manager from acting as aforesaid or require any Member or Manager to permit the Company or any Member or Manager to participate in any such business.

7.6 Reimbursement. Members shall be entitled to reimbursement from the Company of all expenses of the Company reasonably incurred and paid for by such Member on behalf of the Company.

#### ARTICLE VIII EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member, shall not be liable for the acts, debts, or liabilities of the Company.

8.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify any Member, and may indemnify any employee or agent, of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Member, employee, or agent of the Company. The Company shall indemnify such Member, employee, or agent against expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such person in connection with the action, suit, or proceeding. The Company shall indemnify the Member, employee, or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the person reasonably believed to be in the best interests of the Company. With respect to a criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, or in defense of any claim, issue, or other matter in the action, suit, or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorney fees, incurred by him or her in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Company only as the Company authorizes in the specific case after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding. However, no indemnification shall be provided to any Member, employee, or agent of the Company for or in connection with (a) the receipt of a financial benefit to which the person is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or (c) a knowing violation of the law.

#### ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Continuity of Life -- Continuation of Company after Disassociation. Notwithstanding the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company, the Company's business and affairs shall continue and shall not be dissolved or terminated, pursuant to and in accordance with the Act. If a Member who is an individual dies, or a court of competent jurisdiction judges a Member to be incompetent to manage his or her person or property, that Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering his or



her property, including giving the consent required by this Operating Agreement or the Act for an heir, trustee, or successor to be admitted as a substitute Member.

9.2 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) on the unanimous consent of all the Members.

9.3 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed first to creditors, to the extent permitted by law, in satisfaction of Company debts, liabilities, and obligations (including those owed to Members). Thereafter, the assets shall be distributed as a liquidating distribution to the Members who have positive Capital Accounts, in accordance with such positive Capital Account balances, but only after the Capital Accounts have been adjusted for all prior contributions and distributions and all allocations under Article IV for all periods. The proceeds shall be paid to the Members within ninety (90) days after the date of the winding up.

## ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm, or corporation may in the context require.

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

10.3 Counterparts. This Operating Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same.

10.4 Entire Agreement. This Operating Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter. This Operating Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter.

10.5 Severability. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 Amendment. This Operating Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Operating Agreement. No change or modification to this Operating Agreement shall be valid unless made in writing and signed by all the parties to this Operating Agreement.

10.7 Notices. Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the address reflected in this Operating Agreement and shall be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, by courier, or by facsimile transmission.

10.8 Binding Effect. Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement shall be binding on and shall inure to the benefit of the parties and their respective distributees, heirs, successors, and assigns.

10.9 Potential Conflict of Interest; Members Advised to Seek Independent Legal Counsel. Each Member specifically acknowledges for that Member, and any party claiming by or through that Member, that such Member has been advised that a conflict of interest may exist between such Member and the Company and/or the other Members, and that such Member has been advised to and has been given the opportunity to seek independent legal advice regarding this Operating Agreement, the Company, and an investment in the Company, and that such Member has had the opportunity to have all questions answered before executing this Operating Agreement. Each Member further acknowledges that the attorney and/or law firm drafting this Operating Agreement has done so as an accommodation to the parties as counsel for the Company only and not for the Members. Each Member further acknowledges that such attorney and/or law firm has recommended to the Member that such Member seek the advice of independent counsel before executing this Operating Agreement.

10.10 Governing Law. This Operating Agreement has been executed and delivered in the State of Michigan and shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

This Operating Agreement is made and adopted by the Company and its Members as of the day and year listed on the first page of this Operating Agreement.

THE COMPANY:

CURIS JAM LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Daniel E. Curis, Sr., Manager

By: \_\_\_\_\_  
Daniel E. Curis, Jr., Manager

MEMBERS:

\_\_\_\_\_  
DANIEL E. CURIS, SR.

\_\_\_\_\_  
DANIEL E. CURIS, JR.

EXHIBIT A

<i>Member</i>	<i>Initial Capital Contribution</i>	<i>Shares (Percentage Interest)</i>
DANIEL E. CURIS, SR.	\$550.00	55 (55%)
DANIEL E. CURIS, JR.	\$450.00	45 (45%)
<hr/>		
	Total: \$1,000.00	100 (100%)

TAB 6

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BUSCEMI HOLDINGS, LLC", CHANGING ITS NAME FROM "BUSCEMI HOLDINGS, LLC" TO "ZGR HOLDINGS, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF OCTOBER, A.D. 2019, AT 5:43 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

7016075 8100  
SR# 20197826252

Authentication: 203906378  
Date: 10-31-19

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)


STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Buscemi Holdings, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be changed to: ZGR Holdings, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 30th day of October, A.D. 2019.

By:   
Authorized Person(s)

Name: Bret Seltzer  
Print or Type

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BUSCEMI HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FOURTEENTH DAY OF AUGUST, A.D. 2018, AT 4:40 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SWEAT440 HOLDINGS, LLC" TO "BUSCEMI HOLDINGS, LLC", FILED THE FOURTH DAY OF OCTOBER, A.D. 2018, AT 3:33 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BUSCEMI HOLDINGS, LLC".



  
Jeffrey W. Bullock, Secretary of State

7016075 8100H  
SR# 20187104000

Authentication: 203598056  
Date: 10-12-18

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:40 PM 08/14/2018  
FILED 04:40 PM 08/14/2018  
SR 20186170302 - File Number 7016075

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Sweat440 Holdings, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Dr. (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By:   
Authorized Person

Name: Bret Seltzer  
Print or Type



**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Sweat440 Holdings, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be changed to: Buscemi Holdings, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 4th day of October, A.D. 2018.

By: 

Authorized Person(s)

Name: Bret Seltzer

Print or Type

**OPERATING AGREEMENT  
OF  
ZGROWTH ACQUISITIONS 3, LLC**

Dated as of November 30, 2018

**OPERATING AGREEMENT  
OF  
ZGROWTH ACQUISITIONS 3, LLC**

**THIS OPERATING AGREEMENT** (the “Agreement”) is made and entered into as of the 30th day of November, 2018, by and between **ZGrowth Capital Fund, LP**, the sole member (the “Member”), and **ZGrowth Acquisitions 3, LLC**, a Delaware limited liability company (the “Company”).

1. Formation. The Member has formed a Delaware limited liability company under the name “ZGrowth Acquisitions 3, LLC” pursuant to the Delaware Limited Liability Company Act (the “Act”), effective upon the filing of the Articles of Organization (the “Articles”) for the Company.

2. Principal Office and Place of Business. The principal office and place of business (the “Principal Office”) of the Company shall be 2711 Centerville Rd, Suite 400, Wilmington, Delaware 19808, or such other place as the Member from time to time shall determine.

3. Agent for Service of Process. The agent for service of process for the Company shall be Corporation Service Company, at 2711 Centerville Rd, Suite 400, Wilmington, Delaware 19808.

4. Purpose. The Company shall have the power to pursue any and all activities necessary, appropriate, proper, advisable, incidental to, or convenient for the furtherance and accomplishment of such purposes as are determined from time to time by the Member that are permissible under the Act.

5. Term. The term of the Company shall commence on the filing date of the Articles and shall continue until dissolved.

6. Capital Contributions. The Member may make capital contributions to the Company in such amounts and at such times as the Member shall determine in the Member’s sole discretion.

7. Distributions of Available Cash Flow. Distributions of available cash flow shall be made in such amounts and at such times as the Member shall determine in the Member’s sole discretion.

8. Management. The Member shall have full, exclusive, and complete power to manage and control the business and affairs of the Company, and the decisions and acts of the Member shall bind the Company. The Member shall have all of the rights and powers provided to a member of a member-managed limited liability company by law, including the power and authority to execute instruments and documents, to mortgage or dispose of any real property held in the name of the Company, and to take any other actions on behalf of the Company, whether or not such actions are for carrying on the business of the Company in its usual way.

9. Officers. The Member may appoint officers, from time to time, with such other titles as it may select, including the titles of Chairman, Chief Executive Officer, President, Vice President, Treasurer, and Secretary, to act on behalf of the Company. An officer shall have such power and authority as the Member may delegate to any such person.

10. Banking Resolution. The Member shall open all banking accounts as it deems necessary and enter into any deposit agreements as are required by the financial institution at which such accounts are opened. The Member and such other persons or entities designated in writing by the Member shall have signing authority with respect to such bank accounts. Funds deposited into such accounts shall be used only for the business of the Company.

11. Indemnification of the Member. The Company, its receiver or trustee shall indemnify, defend and hold harmless the Member and its Affiliates (each, an "Actor"), to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Actor in connection with the business of the Company, including without limitation, attorneys' fees and costs incurred by the Actor in settlement or defense of such claims. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless for claims based upon acts or omissions in breach of this Agreement or which constitute fraud, gross negligence, or willful misconduct. Amounts incurred by an Actor in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company. "Affiliate" means a person or entity who, with respect to the Member: (a) directly or indirectly controls, is controlled by or is under common control with the Member; (b) owns or controls 10 percent or more of the outstanding voting securities of the Member; (c) is an officer, director, shareholder, partner, or member of the Member; or (d) if the Member is an officer, director, shareholder, partner, or member of any entity, the entity for which the Member acts in any such capacity.

12. Liability. No Actor shall be personally liable, responsible, or accountable in damages or otherwise to the Company for any act or omission performed or omitted by such Actor in connection with the Company or its business. The Member's liability for the debts and obligations of the Company shall be limited as set forth in the Act and other applicable law.

13. Reimbursable Expenses. The Company will reimburse the Member for all actual out-of-pocket third-party expenses incurred in connection with the carrying out of the duties set forth in this Agreement.

14. Records. The Member shall keep or cause to be kept at the Principal Office of the Company the following: (a) a written record of the full name and business, residence, or mailing address of the Member; (b) a copy of the initial Articles of Organization and all amendments thereto; (c) copies of all written operating agreements and all amendments to such agreements, including any prior written operating agreements no longer in effect; (d) copies of any written and signed promises by the Member to make capital contributions to the Company; (e) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years; (f) copies of any prepared financial statements of the Company for the three most recent years; and (g) minutes of every meeting as well as any written consents or actions taken without a meeting.

15. Dissolution. The Company shall be dissolved upon the election of the Member. A Withdrawal Event with respect to the Member shall not dissolve the Company, unless any assignees of the Member's interest do not elect to continue the Company and admit a member within 90 days of such Withdrawal Event. "Withdrawal Event" shall mean those events and circumstances set forth in the Act.

16. Liquidation. Upon dissolution of the Company, it shall be wound up and liquidated as rapidly as business circumstances permit, the Member shall act as the liquidating trustee, and the assets of the Company shall be liquidated and the proceeds thereof shall be paid (to the extent permitted by applicable law) in the following order: (a) first, to creditors, including the Member if it is a creditor, in the order and priority required by applicable law; (b) second, to a reserve for contingent liabilities to be distributed at the time and in the manner as the liquidating trustee determines in its sole discretion; and (c) third, to the Member.

17. Articles of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed, Articles of Termination shall be executed and filed by the liquidating trustee with the Delaware Division of Corporations as required by the Act.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to any conflicts of laws principles to the contrary.

19. Severability. If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

20. Binding Effect. Except as otherwise provided herein, this Agreement shall inure to benefit of and be binding upon the Member and its respective successors and assigns.

21. Titles and Captions. All article, section, and paragraph titles and captions contained in this Agreement are for convenience only and are not a part of the context hereof.

22. Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the appropriate person may require.

23. No Third Party Rights. This Agreement is intended to create enforceable rights between the parties hereto only, and creates no rights in, or obligations to, any other persons.

24. Amendments. This Agreement may not be amended except by a written document executed by the Member and the Company.

25. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

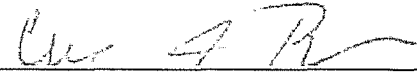
**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the day and year first above written.

**COMPANY:**

ZGrowth Acquisitions 3, LLC,  
a Delaware limited liability company


By: ZGrowth Capital Fund, LP

Its: Sole Member

By:   
C. Javier Parraga, Managing Member

**MEMBER:**

ZGrowth Capital Fund, LP

By:   
C. Javier Parraga, Managing Member

TAB 7

## Lease Agreement

THIS LEASE AGREEMENT (this "**Lease**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 between BB234, LLC, a Michigan limited liability company having its principal office at 1068 Hollywood Street, Grosse Pointe Woods, Michigan 48236 ("**Landlord**"), and Daily Jam GP, LLC, a Michigan limited liability company having its principal office at 23925 Industrial Park Drive, Farmington Hills, Michigan 48335 ("**Tenant**").

### WITNESSETH:

Subject to the terms, provisions and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord, the one-story restaurant building (the "**Premises**"), which Premises (i) is shown on the plan attached hereto as Exhibit A and made a part hereof, (ii) contains approximately 5,503 square feet, and (iii) is located on the property commonly known as 20710 Mack Ave, Grosse Pointe, Michigan 48236 (the "**Property**").

In consideration of the mutual covenants and agreements contained herein, the parties agree to the following terms and conditions:

#### 1. **Term.**

(a) **Term.** The term of this Lease (the "**Term**") shall commence on \_\_\_\_\_, \_\_\_\_\_, 2024 (the "**Commencement Date**") and expire on the last day of the full month on which the 10<sup>th</sup> anniversary of the Commencement Date occurs (the "**Expiration Date**"), unless sooner terminated. If the Expiration Date falls on a Sunday or legal holiday, the Expiration Date shall be the date immediately preceding the day that is a Sunday or legal holiday.

(b) **Lease Year.** "**Lease Year**" means each consecutive 12-month period during the Term of this Lease, with the first Lease Year commencing on the Commencement Date; provided, however, if the Commencement Date occurs on a day other than on the first day of a calendar month, the first Lease Year shall be that partial month plus the first full 12 months thereafter. Each succeeding Lease Year shall begin on the anniversary of the first Lease Year.

#### 2. **Fixed Rent.**

(a) **Fixed Rent Schedule.** Tenant shall pay rent (the "**Fixed Rent**") in accordance with the following Fixed Rent Schedule:

Period	Annual Fixed Rent	13-Period Installment
Lease Year 1-5	\$ 84,000.00	\$ 6,461.54
Lease Year 6-10	\$ 92,400.00	\$ 7,107.69

(b) **Payment of Fixed Rent.** Tenant shall pay its annual Fixed Rent to Landlord in 13 quad-weekly increments with the initial Fixed Rent payment due on the Commencement Date and each subsequent Fixed Rent payment delivered exactly every 4 weeks thereafter (each 4 week period individually a "**Payment Period**"). Fixed Rent shall be paid to Landlord in lawful money of the United States in advance and without notice at Landlord's address for notice as set forth in this Lease or at such other place as Landlord may designate from time to time by written notice to Tenant. Tenant shall deduct no sums from Fixed Rent for any reason whatsoever unless permitted by law or unless Landlord consents thereto in writing.



3. **Additional Rent.** In addition to Fixed Rent, Tenant shall pay as "**Additional Rent**" the amounts determined pursuant to the terms of this Section 3. Additional Rent shall be payable in the same manner, time and place as Fixed Rent and without any setoff or deduction whatsoever, unless otherwise expressly provided for in this Lease. Tenant's obligation to pay Additional Rent shall survive the expiration or sooner termination of this Lease. Additional Rent and Fixed Rent are sometimes hereinafter collectively referred to in this Lease as "**Rent**".

(a) **Percentage Rent.** Tenant covenants and agrees to pay Landlord, as Additional Rent hereunder, five percent of annual net sales in excess of the below listed breakpoints for the stated Lease Years ("**Percentage Rent**"). Percentage Rent shall be paid on a quad-weekly basis at the same time and manner as Fixed Rent as defined in Section 2(b) herein. Percentage Rent calculations shall be audited on an annual basis and any adjustment shall be made accordingly at the conclusion of such audit. Notwithstanding anything in this Lease to the contrary, Tenant's payment of Percentage Rent may be delayed for a period not to exceed 7 days to allow for collection of sales information and rent calculation.

Period	Annual Percentage Rent Breakpoint	Quad-Weekly Percentage Rent Breakpoint
Lease Year 1-5	\$ 1,500,000.00	\$ 115,384.62
Lease Year 6-10	\$ 1,650,000.00	\$ 126,923.08

(b) **Operating Expenses.** Tenant covenants and agrees to pay Landlord, as Additional Rent hereunder, all Operating Expenses (as defined in Section 4 herein). Landlord shall give Tenant notice of the cost of Operating Expenses from the prior Payment Period and Tenant shall pay Landlord such amount within 4 weeks of receipt of notice from Landlord.

(c) **Delay in Computing Additional Rent.** Delay in computing any item of Additional Rent (with the understanding it shall be Tenant's obligation to calculate Percentage Rent on a quad-weekly basis) shall be deemed neither a default by Landlord nor a waiver of the right to collect the item of Additional Rent in question. Notwithstanding anything to the contrary in this Lease, Tenant shall make payments on account of each item of Additional Rent, the amount of which is to be estimated by Landlord (with the exception of Percentage Rent), based on Landlord's most recent estimate thereof until Landlord notifies Tenant of a revision to such estimate.

4. **Operating Expenses.** "**Operating Expenses**" as used herein shall mean all costs, fees, disbursements and expenses paid or incurred by or on behalf of Landlord in the operation, ownership, maintenance, insurance, management, replacement and repair of the Property, including without limitation and without duplication:

- (a) Taxes (as defined below).
  - (i) The term "**Taxes**" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents and charges, transit taxes, taxes based on the receipt of rent or as against the business of leasing the Property, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income taxes, mortgage recording taxes, capital stock, inheritance, estate, gift, or any other taxes imposed upon or measured by Landlord's gross income or profits, unless the same shall be imposed in lieu of real estate taxes or other ad valorem taxes), which Landlord shall pay or become obligated to pay in connection with the ownership, leasing and operation of the Property or any part thereof. Taxes shall also include all fees and costs

including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking to obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year, rather than Taxes which are assessed or become a lien during such year. Taxes shall also include: (i) any tax, assessment, levy, imposition or charge imposed upon Landlord and measure by or based in whole or in part upon the Property, or the rents or other income from the Property, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof to the extent that such items would be payable if the Property was the only property of Landlord subject to the same and the income received by Landlord from the Property was the only income of Landlord; (ii) an personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Property; and (iii) any special assessments against real property imposed in connection with any public improvements or betterments provided Landlord shall pay such assessments in installments if allowed under any statute or ordinance relating to such assessments.

(ii) Landlord shall use commercially reasonable efforts to seek reassessment, reduction of, or a limit on the increase in Taxes. Refunds of Taxes shall be credited against Operating Expenses and refunded proportionately to Tenant, regardless of when received, based on the year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such year exceed the total amount paid by Tenant as Operating Expense Adjustment for such year. If Taxes for any period during the Term are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental authorities, Tenant shall pay Landlord upon demand any such increased Taxes included by Landlord as Taxes pursuant to the terms of this Lease.

(iii) Notwithstanding anything in this Lease to the contrary, Tenant shall be pay:

- A. Rent, sales, service, transfer or value added tax, or any other applicable tax on the Rent or services herein or otherwise respecting this Lease, or to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Premises (and such taxes shall not be included in Operating Expenses);
- B. Taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises; and
- C. Taxes assessed upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and other personal property are levied against Landlord or Landlord's property, or if the assessed value of Landlord's property is increased by inclusion therein of a value placed upon such personal property and Landlord pays such the taxes based upon such increased assessment, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment.

- (b) Premiums for property, casualty, liability, rent interruption and other types of insurance carried by Landlord.
- (c) Salaries, wages and other amounts paid or payable for personnel including any Property manager, superintendent, operation and maintenance staff, and other employees of Landlord involved in the maintenance and operation of the Property, including contributions and premiums towards fringe benefits, unemployment, disability and worker's compensation insurance, pension plan contributions and similar premiums and contributions, and the total charges of any independent contractors or property managers engaged in the operation, repair, care, maintenance, and cleaning of any portion of the Property.
- (d) Cleaning expenses, including, without limitation, window cleaning, and garbage and refuse removal.
- (e) Landscaping expenses, including, without limitation, irrigating, trimming, mowing, fertilizing, seeding, salting, snow removal, and replacing plants, and all supplies, tools, equipment, and materials used in connection therewith.
- (f) Heating, ventilating, air conditioning, and utilities expenses, including the cost of operating, repairing, maintaining, and renovating fuel, gas, electricity, water, sewer, telephone, elevator, and other service systems, and the cost of maintenance and service contracts in connection therewith.
- (g) Costs associated with Landlord's maintenance and repair obligations as set forth in Section 6 herein.
- (h) Subject to all other provisions herein, the cost of maintaining, operating, repairing, and replacing components of equipment or machinery, including, without limitation, heating, ventilation, electrical, plumbing, mechanical, sprinklers, fire/life safety, security, and energy management systems, including service contracts, maintenance contracts, supplies, and parts.
- (i) Any capital expenditure that is classified as a deferred expense pursuant to generally accepted accounting principles (amortized over a useful life of not more than 10 years).
- (j) Costs of policing, alarm service, security, and supervision of the Property.
- (k) Cost of the rental of any machinery or equipment and the cost of supplies used in the maintenance and operation of the Property.
- (l) Audit fees and the cost of accounting services incurred in the preparation of statements referred to in this Lease and financial statements, and in the computation of the rents and charges payable by tenants of the Property.
- (m) Capital expenditures (a) made primarily to reduce Operating Expenses, or to comply with any laws or other governmental requirements, (b) for replacements (as opposed to additions or new improvements) of non-structural items located on the Property's grounds required to keep such areas in good condition, or (c) related to the safety or security of the Property, its occupants and visitors, and are deemed advisable by Landlord in its reasonable judgment, (d) paid with deductibles actually paid by Landlord, or (e) required after the date on which the construction of the Property has been completed under any applicable laws that were not applicable to the Property as of the date on which the Property was purchased.
- (n) Legal and consulting fees and expenses (but excluding litigation where Landlord is held liable).

- (o) Payments under any easement, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs in any planned development.
- (p) Levies or assessments resulting from statutes or regulations promulgated by any governmental authority in connection with the use or occupancy of the Property.
- (q) Costs, fees, charges, inspection expenses, or assessments imposed by, or resulting from, any mandate imposed on Landlord by any federal, state, or local government for fire and police protection, trash removal, community services, or other services which do not constitute Taxes.
- (r) The costs of licenses, certificates, permits and inspections, and the costs of contesting any governmental enactments which may affect Operating Expenses.
- (s) Amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation, and repair of the Property or any portion thereof.
- (t) Operating Expenses shall not include: (1) depreciation charges of the Property or equipment and any interest or other financing charges; (2) interest and principal payments on mortgages, deeds of trust, or other debt; (3) ground rental payments; (4) real estate brokerage and leasing commissions; and (5) wages, salaries, and other compensation paid to any executive employee of Landlord and/or Landlord's manager above the grade of Property manager.

#### 5. Use of Premises/Trade Name.

(a) **Permitted Use.** Tenant shall use and occupy the Premises for the operation of a restaurant (the "**Permitted Use**") and for no other purpose whatsoever. Tenant shall procure and maintain, at its sole cost and expense, all required permits for Tenant's use and occupancy of the Premises for the Permitted Use. Tenant shall comply with all laws related to its particular manner of use. Tenant shall not use the Premises for any unlawful use, or one that has a negative impact on the character of the Property in Landlord's reasonable discretion. Tenant shall operate its business within the Premises under the name "Daily Jam" (the "**Approved Trade Name**"). Tenant shall not change the Approved Trade Name without the prior written consent of Landlord, in its sole discretion.

(b) **Operation of Business.** Tenant agrees to open the Premises for business, fully fixtured, stocked and staffed upon the Commencement Date and thereafter to continuously keep the Premises fully-fixtured, stocked and staffed and to continuously conduct the business described in Section 5(a) in 100% of the Premises for minimum hours at least from 9:00 am to 5:00 pm Sunday through Saturday (excluding holidays) or days the Property is closed due to periods of reconstruction due to casualty or condemnation, or other causes beyond Tenant's control, during strikes and periods of remodeling by Tenant not to exceed 90 days provided Tenant obtains Landlord's prior written consent and provided further that Tenant shall diligently and continuously pursue the same to completion ("**Tenant's Operating Covenant**").

(c) **Breach of Tenant's Operating Covenant.** Tenant acknowledges that Tenant's Operating Covenant is a material consideration to Landlord in entering into this Lease and is intended (i) to enhance the business activity and public patronage of all stores in the Property and (ii) to produce for Landlord the maximum possible Rent from the Premises and from the Property as a whole. Tenant further acknowledges that Tenant's failure to fulfill Tenant's Operating Covenant will cause Landlord substantial monetary damages but that money damages alone would not adequately compensate Landlord in the event of breach of any provision of Section 5(b) by Tenant

Accordingly, Tenant hereby agrees that, in addition to all other remedies available to Landlord at law or in equity, Landlord shall be entitled to injunctive relief or other equitable relief without the posting of bond or the showing of irreparable harm in the event of breach by the Tenant of any provision of Section 5(b). Further, nothing in this Section shall be construed as a limitation of Landlord's right to pursue any remedy available to Landlord under this Lease or at law or equity, including, but not limited to, the recovery of damages.

**(d) Tenant's Covenants with Respect to Occupancy.** Tenant agrees:

- (i) To occupy the Premises in a safe manner in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;
- (iii) To permit no reproduction of sound or video which is audible or visible outside the Premises;
- (iv) To (1) place no permanent signage on the exterior of the Premises or on the interior of any windows without Landlord's prior written consent, and (2) place no other signage on the interior of the Premises which are visible from outside the Premises or on the exterior of the Premises which do not conform to Landlord's sign criteria, or which have not been reasonably approved by Landlord;
- (v) Not to engage in any business similar to or in competition with that for which the Premises is let within a radius of 10 mile(s) of the Property, without Landlord's prior written consent. This covenant shall not be applicable to any competing business of Tenant already existing as of the date hereof;
- (vi) To not solicit business in the Common Areas nor place merchandise, advertising, seating or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks or other Common Areas adjacent thereto;
- (vii) Comply with all additional provisions pertaining to the handling of garbage, pest control, and cleaning of grease traps, ventilation equipment, exhaust fans, fire control suppression systems and other kitchen equipment;
- (viii) To neither load, unload nor permit the loading or unloading of merchandise, supplies, ingredients, equipment or other property during the hours from 12:00 A.M. to 5:00 A.M. and from 10:00 P.M. to 11:59 P.M.
- (ix) To conduct no auction, fire or going out-of-business sale without the prior written consent of Landlord;
- (x) Upon not less than 48 hours' prior notice, except in the event of an emergency, in which case no notice shall be required, to permit Landlord access to the Premises with the accompaniment of Tenant or its agent during the operating hours (except in the event of emergency, when inspection may be made at any time any without tenant or its agent) for the purpose of examining the Premises or making such alterations or repairs to the Premises as Landlord may deem necessary for the safety or preservation thereof in accordance with the terms of this lease; and
- (xi) That Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to

attach to or be placed upon Landlord's title or interest in the Property or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only; and

(xii) Not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Property or the Premises or Tenant's interest in the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises.

**6. Condition of Premises.** Tenant has inspected the Premises and agrees:

(i) to accept the Premises in their "As Is" condition, subject to reasonable wear and tear between the date of this Lease and the date Tenant takes possession of the Premises;

(ii) Landlord shall have no obligation to perform work in the Premises; and

(iii) the Premises shall be delivered in broom clean condition. Tenant's taking possession of all or any portion of the Premises shall be conclusive evidence that all or such portion of the Premises was in good order and satisfactory condition when Tenant took possession (except for latent defects).

**7. Repairs and Maintenance.**

(a) **Landlord's Maintenance and Repair Obligations.** Landlord shall maintain and repair the following elements of the Property in reasonable order and repair throughout the Term: (i) the Premises' shell and other structural portions thereof (including, without limitation, the roof, foundation and external and load bearing walls), (ii) the basic plumbing, heating, ventilating, air conditioning, mechanical, fire safety and sprinkler, and electrical systems within the Premises (unless installed by Tenant), (iii) the external façade and external windows, and (iv) the grounds, including but not limited to the parking lot and walkways.

(b) **Tenant's Maintenance and Repair Obligations.** During the Term, Tenant shall, at its sole cost and expense, maintain the Premises in good order and repair (including, without limitation, the floor coverings, wall covering, doors, plumbing, and other fixtures, equipment, alterations, and improvements, whether installed by Landlord or Tenant). Further, Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of the Property or the Premises caused by (a) Tenant's activities on the Property or in the Premises; (b) the existence of any Alterations (as defined in Section 8 herein) made by Tenant; (c) the installation, use, operation or movement of Tenant's property in, on, or about the Property or the Premises; or (d) any act or omission by Tenant or its officers, partners, employees, agents, contractors, licensees or invitees. Such maintenance and repairs shall be performed with due diligence, lien-free and in a first-class workmanlike manner by such contractors selected by Tenant and approved by Landlord. If Tenant fails to make such repairs, Landlord may make such repairs, and Tenant shall pay Landlord, as Additional Rent, cost thereof, including a percentage of such cost sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs. Tenant shall notify Landlord promptly after Tenant learns of (i) any fire or other casualty to the Premises, and (ii) any damage to or defect in any parts or appurtenances of the sanitary, electrical, heating, air conditioning, elevator or other systems located in or passing through the Premises, and any other fixtures and equipment in the Premises, the repair for which Landlord might be responsible.

(c) **Compliance with Laws.** Tenant shall at Tenant's expense, make all repairs, installations, and additions to the Premises as required by any law, ordinance, regulation or ruling of any governmental authority.

(c) **Tenant's Failure to Maintain or Repair.** If Tenant does not adhere to its obligations under this Section, Landlord may make any repairs, replacements, installations, and additions which Tenant is obligated to make, and Tenant shall pay Landlord the cost thereof, and shall also pay Landlord's costs therefore plus 5% of the cost thereof to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from the involvement of Landlord with such repairs and replacements. Landlord or Landlord's agent may enter the Premises at all reasonable times to make such repairs, installations, alterations, improvements, and additions as Landlord shall desire or deem necessary.

## 8. Alterations.

### (a) Tenant's Right to Make Alterations.

(i) Tenant shall not make any alterations, additions, or improvements in or to the Premises ("**Alterations**") without the prior written consent of Landlord, which consent may be withheld in Landlord's discretion. Subject to the prior written consent of Landlord, Tenant, at Tenant's expense, may make Alterations which are nonstructural, and do not affect Utility Services or plumbing and electrical lines, in or to the interior of Premises by using contractors or subcontractors approved by Landlord. Tenant shall, before making Alterations, at its expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and, upon receipt shall deliver copies thereof to Landlord. Tenant agrees to carry and will cause Tenant's contractors and subcontractors to carry such worker's compensation, general liability, personal and property damage insurance in amounts as Landlord may require. Tenant shall deliver evidence of such insurance to Landlord prior to commencement of the Alterations.

(b) **Title to Alterations.** All Alterations, installed in the Premises at any time, shall, upon installation, become Landlord's property, excluding items bearing Tenant's brand, logo, trademark or distinctive image, and shall be surrendered with the Premises, unless Landlord, by notice to Tenant prior to the Expiration Date, elects to relinquish Landlord's right thereto and to have them removed by Tenant, in which event same shall be removed from the Premises by Tenant prior to the expiration of the Lease, and the Premises shall be repaired and restored to the condition existing prior to the installation, all at Tenant's expense.

(c) **Tenant's Trade Fixtures.** Nothing in this Section shall be construed to give Landlord title to, or to prevent Tenant's removal of, trade fixtures, moveable furniture, and equipment, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations and provided that Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Upon removal of any such items from the Premises or upon removal of other installations as may be required by Landlord, Tenant at Tenant's expense shall simultaneously, repair, and restore the Premises to the condition existing prior to installation and repair any damage to the Premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term that remains in the Premises after Tenant's removal shall be deemed

abandoned and may, at the election of Landlord, either be retained as Landlord's property or removed from the Premises by Landlord, at Tenant's expense.

9. **Insurance.** Landlord and Tenant shall maintain, at their sole respective cost, reasonable and customary all-risk property and commercial general liability insurance, plate glass insurance, for occurrences or damages within the Premises (in the case of Tenant) and the Property (in the case of Landlord). Such insurance shall meet any requirements imposed in any mortgage encumbering the Property, with Landlord and any mortgagee of Landlord being designated as an insured party. Landlord shall have the right to determine, in its sole discretion, whether the insurance maintained by Tenant is reasonable and customary and shall have the right during the Term to require additional amounts of existing coverage as well as additional types of insurance, provided such requirements are likewise reasonable and customary. Tenant shall deliver to Landlord prior to taking possession of the Premises written evidence of the insurance procured pursuant to this provision as the same may be updated, from time to time.

10. **Security Deposit.** Tenant has deposited with Landlord via federal wire transfer the amount of \$ \_\_\_\_\_ (the "**Security Deposit**"), as security for the prompt, full, and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder, it being expressly understood and agreed that this Security Deposit is not an advance rental deposit or measure of Landlord's damages in case of Tenant's default. The Security Deposit shall be held by Landlord without any obligation to pay any interest on the Security Deposit. In the event Landlord conveys Landlord's interest in the Property to a third party, the Security Deposit shall be simultaneously assigned to such third party, the responsibility therefor shall be assumed by the new owner of the Property, and Landlord shall be automatically released from liability with respect thereto.

(a) **Landlord's Right to Retain Security Deposit.** If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain in whole or in part, the Security Deposit for the payment of (i) any Fixed Rent, Additional Rent or other sums which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default or any loss or damage which Landlord may suffer or incur, including, without limitation, any damage or deficiency in or from the reletting of the Premises. Upon demand, Tenant shall pay Landlord the amount that will restore the Security Deposit to its original amount within 30 days of such demand. In the event that Tenant fails in excess of twice in any twelve-month period to timely pay Fixed Rent when due, Tenant shall deliver to Landlord a sum equal to the present Fixed Rent amount for one payment period as an additional Security Deposit, within 10 days of receipt of written notice from Landlord requesting same.

(b) **Return of Security Deposit.** Provided that Tenant (i) has vacated the Premises in the physical condition required by this Lease, and (ii) is not in default under any of the terms and conditions of this Lease, beyond applicable notice and cure periods, Landlord will return the Security Deposit to Tenant within 30 days after the Expiration Date at an address provided by Tenant to Landlord.

11. **Indemnification.** Landlord shall not be liable for, and is hereby released from responsibility for (i) any loss, damage, or injury either to person or property of Tenant, its agents, servants, employees, invitees, and/or licensees or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in the Property, and (iii) negligence of Landlord, its contractors, agents or employees (except gross negligence or willful misconduct by such party). Tenant shall indemnify, defend, and hold Landlord, Landlord's partners, members, shareholders, officers, directors, principals, and managing agent, if any,



harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, costs, and expenses, including Landlord's attorneys' fees arising from any default by Tenant under this Lease or the acts, omissions, or negligence of Tenant or of any person claiming by, through or under Tenant, its agents, servants, employees, invitees, assignee, and/or licensees. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's sole cost expense, defend such action or proceeding by counsel approved by Landlord.

12. **Non-waiver.** No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent or other sum due, and the payment of said Rent or other sum shall not constitute a waiver of or affect said notice, suit, or judgment.

13. **Condemnation.** If the Property or any portion thereof shall be taken or condemned or purchased under the threat of condemnation by any competent authority for any public or quasi-public use or purpose, or if the configuration of any street, alley, bridge, railroad facility or other improvement or structure adjacent to the Property is changed by any competent authority and such taking or change in configuration makes it necessary or commercially desirable to remodel or reconstruct the Property, Landlord shall have the right, exercisable at its sole discretion, to cancel this Lease upon not less than 90 days' notice prior to the date of cancellation designated in the notice. Regardless of whether Landlord exercises such cancellation right, Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or change in configuration, it being agreed by Tenant that each such award is the sole property of Landlord and that Tenant has no interest therein.

14. **Assignment and Subletting.** Tenant shall not mortgage, pledge, encumber, assign or sublet or license (for concessions or otherwise) the Premises or in any manner transfer this Lease without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. This prohibition against transfer without Landlord's prior written consent includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer, or other change of Tenant's structure. Consent by Landlord in connection with the above shall not constitute a future waiver of the requirement for Landlord's consent. Any assignment of the Lease, subletting of the Premises or other transfer, even with Landlord's consent, shall not relieve Tenant from primary liability for the payment of Rent or the primary obligation to be bound by the terms, conditions, and covenants of this Lease. Should Tenant assign the Lease, sublet the Premises, or otherwise dispose of the Premises, whether with or without Landlord's consent, all sums payable in connection therewith shall be payable solely to Landlord.

15. **Option to Renew.** Tenant shall have an option to renew this Lease on the Expiration Date for 8 additional terms of 5 years each by giving written notice of renewal to Landlord 90 days before the Expiration Date. The renewal shall be on the same terms and conditions as stated in this Lease except that the Fixed Rent and Percentage Rent during a renewal term shall be determined by the mutual agreement of the parties. If the parties cannot agree on the Base Rent by a date of 30 days before the existing Term expires, this option shall terminate and the Lease shall terminate upon the Expiration Date.

16. **Surrender.** Upon the Expiration Date or earlier termination of this Lease, Tenant shall quit and surrender the Premises broom clean and in good order and repair, ordinary wear and tear excepted and free from Tenant's trade fixtures, its branding and logos, furniture, and equipment. All damages caused by or on behalf of Tenant shall be repaired by Tenant at Tenant's sole cost and expense prior to surrender of the Premises. This Section survives the Expiration Date or earlier termination of the Lease.

17. **Holding Over.** Should Tenant withhold possession of the Premises after expiration or earlier termination of this Lease, the damages for which Tenant shall be liable to Landlord shall be liquidated at a sum equal to 150% of the Fixed Rent stipulated herein for a period equal to the period of such hold over, together with any Additional Rent due for such hold over period. Should Tenant occupy the Premises after termination of this Lease for any cause whatsoever, Tenant shall be considered a tenant at will and by sufferance of Landlord and no such occupancy shall operate as a renewal of the Lease or any part thereof.

18. **Estoppel Certificates.** Tenant agrees, upon 10 days' prior written notice from Landlord to execute and deliver to Landlord or to any other entity that Landlord directs, an estoppel certificate stating that as of the date of the certificate, (i) the Lease in full force and effect, (ii) Tenant is not in default under the Lease, (iii) the Lease has not been amended, modified, or terminated, (iv) the date to which Rent and Additional Rent has been paid, (v) that there is no default by Landlord, and (vi) any other reasonable provision requested by a prospective lender or purchaser. If Tenant fails to execute, acknowledge, and deliver any such instruments within 10 days after request therefor, Landlord is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

19. **Subordination.** This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which Premises is a part and to all renewals, modifications, consolidations, replacements, and extensions of any such underlying leases and mortgages without the necessity of any notice or written instruments. Upon demand, Tenant shall within 10 days execute a document requested by Landlord to evidence such subordination. If Tenant fails to execute, acknowledge, and deliver any such instruments within 10 days after request therefor, Landlord is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

20. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights, which may be exercised by Landlord without notice or liability of any kind to Tenant, and the exercise of any such rights shall not be deemed an eviction or disturbance of Tenant's use or possession of the Premises nor shall such exercise give rise to any claim for set-off or abatement of Rent or any other claim, subject to the terms set forth in this Lease:

- (a) To change the name or street address of the Property;
- (b) To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Property and during such work, to temporarily affect portions of the Property and/or Premises without altering any of Tenant's obligations hereunder, so long as the Premises is accessible and usable;
- (c) Subject to the terms of this Lease, to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service on the Property.

21. **Rules and Regulations.** Tenant shall, and shall cause all of its agents, employees, invitees, and licensees to, observe faithfully, and comply strictly with, the rules and regulations which may promulgated and revised by Landlord from time to time in Landlord's judgment for the safety, care, and cleanliness of the Property and the Premises, or for the preservation of good order therein. Landlord shall not be liable to Tenant for violation of such rules and regulations by, or for Landlord's failure to enforce the same against Tenant or its assignees, agents, employees, invitees, or licensees.

22. **Tenant Defaults.**

(a) **Monetary Defaults/Bankruptcy.** In the event that (i) Tenant fails to pay Fixed Rent or Additional Rent, in accordance with the terms and conditions of this Lease, or (ii) Tenant fails to comply with the provisions of Section 23 of this Lease and does not cure the failure within the cure period set forth therein, Landlord shall have the right, without notice to Tenant, to (1) terminate the Lease or not terminate the Lease, and (2) and forthwith repossess the Premises by forcible entry and unlawful detainer suit. Tenant expressly acknowledges and agrees that should Landlord exercise the remedy set forth herein, in no event shall Landlord be responsible for any damage to Tenant's property sustained in connection therewith.

(b) **Non-Monetary Default.** In the event that (i) Tenant fails to comply with any term, provision, or covenant of this Lease (other than the covenant to pay Fixed Rent and Additional Rent), (ii) any guarantor fails to comply with the terms of its guaranty of this lease, (iii) Tenant fails to take possession of the Premises within 30 days after the Commencement Date, (iv) the Lease is rejected in bankruptcy, or (v) Tenant deserts or vacates the Premises (with or without the payment of Rent) for a period of 15 or more days during the Term of the Lease then Landlord shall provide 15 days' written notice to Tenant of Tenant's default and should Tenant fail to cure within such time period, Landlord shall have the right to (1) terminate the Lease or not terminate the Lease, and (2) and forthwith repossess the Premises by forcible entry and unlawful detainer suit.

23. **Remedies for Default.** Upon occurrence of any default by Tenant, termination of this Lease, repossession of the Premises by forcible entry and unlawful detainer suit and/or eviction of Tenant by summary proceedings or otherwise, (i) Fixed Rent and Additional Rent up to the date of Landlord's reentry and/or eviction or termination shall be due and payable by Tenant, (ii) Landlord may relet the Premises for all or any part of the remainder of the Term at such Fixed Rent as Landlord with reasonable diligence is able to secure, and/or (iii) Tenant shall be responsible for, as a result of such default, termination, and/or eviction, an amount equal to any deficiency between the Fixed Rent and Additional Rent to be charged up to and including the Expiration Date and the net amount of Fixed Rent and Additional Rent collected on account of the Lease for each month of the period which would otherwise have constituted the balance of the Term. In addition, Tenant shall be responsible for attorney's fees and litigation costs and expenses incurred by Landlord and the costs and expenses for Landlord's recovering and reletting of the Premises (including, without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants, including expenses for redecoration, alterations, and other costs in connection with preparing the Premises for the new tenant, brokerage, and advertising costs and if Landlord shall maintain and operate the Premises, the costs thereof). Landlord shall not be liable for its failure to collect rent under such reletting, unless required by law to mitigate its damages. In any such case, Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant

relative to such reletting. Notwithstanding anything to the contrary contained herein, Tenant shall not be liable to Landlord for consequential, special, or punitive damages as a result of its breach of this Lease, including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

**24. Quiet Enjoyment.** Provided Tenant performs all of its obligations hereunder, Tenant shall, during the Term, peaceably and quietly have, hold, and enjoy the Premises from hindrance by Landlord or any person claiming by, through, or under Landlord, subject to the terms of this Lease.

**25. Damage and Destruction.**

(a) **Landlord's Repair and Restoration.** Notwithstanding anything to the contrary contained in this Lease, if either the Premises or the Property or both shall be damaged by fire or other casualty and if such damage does not, in the judgment of Landlord, render all or a substantial portion of the Premises or the Property untenable, then Landlord shall, repair or restore such damage with reasonable promptness, subject to reasonable delays provided, however, Landlord shall not be obligated to repair such damage if:

(i) The total insurance proceeds recovered or recoverable as a result of such damage are less than the estimated cost to repair all damage to the Property (as reasonably determined by Landlord); or

(ii) The insurance proceeds are taken by Landlord's mortgagee so that they are not available to Landlord to use to cover the cost of repair.

(b) **Additional Repairs and Proceeds.** If Tenant desires any other or additional repairs or restoration and if Landlord consents thereto, such repair or restoration shall be done at Tenant's sole cost and expense in accordance with the provisions of Section 8 hereof. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to those items or decorations provided by Landlord either directly or through an allowance to Tenant, which Landlord is obligated to repair.

(c) **Termination Option.** If Landlord is not required to repair such damage as provided above or any such damage renders all or a substantial portion of the Premises or the Property untenable, both parties shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the other party at any time within 90 days after the date of such damage.

**26. Access and Inspection by Landlord.** Landlord and its agents, employees, and representatives shall have the right to enter the Premises for emergency purposes at any time and at reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord may deem necessary. Furthermore, Landlord shall have the right to enter the Premises to replace and maintain utility systems in and through the Premises. In connection therewith, Landlord may bring necessary materials and equipment into the Premises without the same constituting an eviction, nor shall Tenant be entitled to any abatement of Rent while such work is in progress nor to any damages by reason of loss or interruption of Tenant's business. During the Term, Landlord shall have the right to enter the Premises at reasonable hours and upon at reasonable notice for the purpose of showing the same to prospective purchasers or mortgagees of the Property and during the last 6 months of the Term for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the Premises, Landlord may enter and, provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be

affected. Should Tenant vacate the Premises within 30 days of the Expiration Date, Landlord may enter the Premises and make alterations, repairs, additions, or changes without affecting Tenant's obligations under this Lease, including, but not limited to Tenant's obligation to pay Rent or creating liability for Landlord to Tenant.

## 27. Miscellaneous.

(a) **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights and remedies allowed under this Lease or by law or equity.

(b) **Late Payments.**

(i) All payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at a rate per annum equal to 5% (but in no event at a rate which is more than the highest rate which is at the time lawful in the State of Michigan) (the "**Default Rate**");

(ii) Tenant recognizes that late payment of Rent or any other sum due hereunder will result in administrative expenses to Landlord which are extremely difficult and economically impractical to ascertain. Tenant, therefore, agrees that a late charge equal to 5% of the unpaid Rent or other sum shall be paid by Tenant to Landlord should Tenant fail to pay Rent hereunder within 5 days after such Rent is due; and

(iii) In the event any payment is returned by Tenant's bank unpaid, Tenant shall pay to Landlord the sum of \$250.00 to cover the costs and expenses of processing the returned check, in addition to the Rent and any other charges provided for herein. In the event any payment is returned by Tenant's bank unpaid, or in the event Tenant fails to make any payment of rent on such payment's due date, Landlord shall have the right, at Landlord's option, to require any or all subsequent payments be made by certified funds, cashier's check, or direct debit.

The provisions of this Section shall in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor shall the collection by Landlord of any amount under either subsection hereof impair the ability of Landlord to collect the amount charged under the other subsections hereof, or Landlord's remedies set forth in Section 23 of this Lease.

(c) **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors and permitted assigns.

(d) **Entire Agreement.** This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises, or statements made by Landlord or any agent of Landlord, except as expressly set forth herein.

(e) **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections or subsections.

(f) **Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any

obligations of Tenant hereunder, in such order and amounts, as Landlord in its sole discretion, may elect.

(g) **Governing Law.** Interpretation of this Lease shall be governed by the laws of the State of Michigan, without regard to conflict of law principles.

(h) **Partial Invalidity.** If any term, provision, or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected, and each and every other term, provision, and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(i) **Waiver of Jury Trial.** To the fullest extent permitted by law, Landlord and Tenant each shall and hereby waive trial by jury in any action, proceeding, or counterclaim brought by Landlord against Tenant or by Tenant against Landlord on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage.

(j) **Force Majeure.** Neither Landlord nor Tenant is required to perform any term or covenant in this Lease as long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, acts of terrorism and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and by paying commercially reasonable sums of money, cannot prevent or overcome, in whole or part; provided, however, that no such event or cause shall relieve Tenant of its obligations hereunder to make full and timely payments of Rent as provided herein.

(k) **Waiver of Consequential Damages.** Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant for consequential, special, or punitive damages as a result of its breach of this Lease, including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

(l) **Prevailing Party.** If any action or proceeding is brought by Tenant against Landlord under this Lease and Tenant does not prevail, Landlord shall be entitled to recover from Tenant attorney's fees and court costs.

(m) **Non-Recourse.** Landlord shall have no personal liability under the lease and any liability shall be limited to its interest in the Property.

28. **Notices.** All notices under this Lease shall be given by (i) certified mail or registered mail, (ii) by a nationally recognized overnight courier, or (iii) by hand delivery, in each case, addressed to the proper party, at the following addresses:

**If to Landlord:**

BB234, LLC  
1068 Hollywood Street  
Grosse Pointe Woods, Michigan 48236

Attention: \_\_\_\_\_

**If to Tenant:**

Daily Jam GP, LLC  
23925 Industrial Park Drive  
Farmington Hills, Michigan 48335

Attention: Victor Ansara

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Section 29.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first written above.

**LANDLORD:**

BB234, LLC, a Michigan limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

Daily Jam, GP, a Michigan limited liability company

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

Name: Victor Ansara

Title: \_\_\_\_\_

**Exhibit A. Description of Premises.**

Note and Disclaimer: This site plan shows the approximate location of the Premises on the Property and the approximate configuration of surrounding grounds of the Property and is subject to change. The display of any building structure, curb cuts, traffic patterns, parking spaces, access points for ingress and egress whether into the Premises, or similar items is illustrative only and does not represent any warranty on the part of the Landlord that the same shall continue to exist.

DRAFT





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

Received From:  
FAHEY SCHULTZ BURZTCH RHODES PLC  
Date: 07/11/2024 Time: 3:54:03 PM  
Receipt: 538054  
Cashier: hgoff

ITEM REFERENCE	AMOUNT
0548 CITY CLERK MISC RECEIPTS	
701552 PERMIT	\$2,500.00
TOTAL	\$2,500.00
CHECK 5448	\$2,500.00
Total Tendered:	\$2,500.00
Change:	\$0.00