



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

#### Part 1 - Applicant Information

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

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

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

*Leave Blank - MLCC Use Only*

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

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

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

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

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

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

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

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

Inspection Fees: <u>\$140</u>	License & Permit Fees: <u>\$987.50</u>	<b>TOTAL FEES:</b> <u>\$1,127.50</u>
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**Schedule A - Licenses, Permits, & Permissions**

Applicant name: BCM Restaurants LLC

Fee Code  
MLCC Use  
Only

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

*B-Hotel or Class C Licenses Only:*

Additional Bar(s)  
Number of Additional Bars: \_\_\_\_\_

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

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

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

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): \$140

Total License Fee(s): \$700

Total Permit Fee(s): \$287.50

**TOTAL FEES DUE:** \$1,127.50

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

Make checks payable to **State of Michigan**

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

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

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

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

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

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

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

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

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

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

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


Name: Branden McRill		
Home address: 565 Lochmoor Blvd.		
City: Grosse Pointe Woods	State: MI	Zip Code: 48236
Business Phone: 313.303.1138	Cell Phone: 313.303.1138	Email: branden.mcrill@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 type="radio"/> Yes <input checked="" type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Have you ever legally changed your name? <input type="radio"/> Yes <input checked="" type="radio"/> No			
If you answered "yes", please list your prior name(s) (including maiden): N/A			
Spouse's full name (if currently married): N/A			
Spouse's date of birth: N/A	Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input checked="" 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? N/A <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 checked="" type="radio"/> No			
Date	City/State	Charge	Disposition
N/A			
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
N/A			

**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).

Branden McRill  6/26/24  
Print Name Signature Date





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

#### Part 1 - Licensee Information

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

Licensee name(s): BGM Restaurants LLC		
Address: 20195 Mack Ave.		
City: Grosse Pointe Woods	State: MI	Zip Code: 48236

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

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:
Branden McRill - 565 Lochmoor Blvd., Grosse Pointe Woods, MI 48236	100 %	6/24/24

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

Same as above



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

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

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

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

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

Print Name & Title: Branden McRill - Member

Print Name & Title: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

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

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

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

Signature of Applicant or Licensee

06/26/2024  
Date

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



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

## On-Premises Retailer License & Permit Application

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

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

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

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

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

Inspection, License, and Permit Fees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy of the operating agreement or bylaws of the applicant company

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

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

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

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

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

**for**

BCM RESTAURANTS LLC

**ID Number:** 803237135

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

**Filed on** June 24, 2024 **, by the Administrator.**

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



**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of June, 2024.**

*Linda Clegg*

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**



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

Form Revision Date 02/2017

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

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

**Article I**

The name of the limited liability company is:

BCM RESTAURANTS LLC

**Article II**

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

Full service restaurant

**Article III**

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

**Article IV**

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

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

3. Registered Office Mailing Address:

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

**Article v**

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

MANAGER MANAGED

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

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

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.

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

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

**RECITALS:**

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

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

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

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

**ARTICLE I  
ORGANIZATION**

1.1. Formation.

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

1.2. Name.

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

1.3. Purposes.

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

1.4. Duration.

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

1.5. Offices and Registered Agent.

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

1.6. Definitions.

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

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

**ARTICLE II  
BOOKS, RECORDS AND ACCOUNTING**

2.1. Books and Records.

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

2.2. Fiscal Year; Accounting.

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

**ARTICLE III  
CAPITAL CONTRIBUTIONS**

3.1. Capital Contributions.

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

3.2. Loans.

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

3.3. Distributions.

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

**ARTICLE IV  
MANAGEMENT**

4.1. Management of Company.

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

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

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

4.2. Liability.

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

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

4.3. Indemnification.

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

4.4. Standard of Care; Liability.

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

4.5. Competition.

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

**ARTICLE V  
DISSOLUTION AND WINDING UP**

5.1. Dissolution.

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

5.2. Winding Up.

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

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

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

6.1. Article and Section Headings.

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

6.2. Entire Agreement.

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

6.3. Governing Law.

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

6.4. Amendment.

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

*[signature page follows]*

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

COMPANY:

**BCM Restaurants LLC**, a Michigan limited liability company

By: 

Name: Branden McRill

Its: Sole Member

SOLE MEMBER:

By: **Branden McRill**, an Individual

By: 

Name: Branden McRill

Its: Self

*June 25, 2024*

*Branden McRill*  
*Via Email*

RE: Letter of Intent to Purchase

Dear Branden:

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

**Property Description:**

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

**Purchase Price:**

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

**Earnest Money Deposit:**

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

**Inspection Period:**

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

**Closing:**

Within Fifteen (15) Days following the Inspection Period.

**Title; Survey:**

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



**Conditions:**

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

**Taxes: Prorations:**

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

**Formal Offer:**

**Non-Solicitation:**

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

**Nonbinding Letter:**

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

**Commission:**

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

Dated: 6.26.2024

**“PURCHASER”**



\_\_\_\_\_  
*Branden McRill, on behalf of an entity to be formed*

**“SELLER”**

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Berkun Family LLC*

## LEASE

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

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

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

(b) Intentionally Deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Intentionally Omitted.

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

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

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

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

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

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

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

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

**17. Tenant Default.**

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

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

(b) Intentionally Deleted

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

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

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

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

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

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

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

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

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

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

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

### **23. Miscellaneous.**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

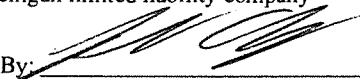
(s) Intentionally Deleted

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

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


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

**BCM Hospitality LLC,**  
a Michigan limited liability company

By:   
Name: Brandon McRill  
Its: Member

"Landlord"

**BCM Restaurants LLC,**  
a Michigan limited liability company

By:   
Name: Brandon McRill  
Its: Member

"Tenant"

**Exhibit "A"**

**Site Plan**

Intentionally Deleted



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

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

Credit Card Authorization Form

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

\*\* DO NOT EMAIL OR MAIL THIS FORM \*\*

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

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

Name on Card: Branden C McRill

Payment Amount: \$1,127.50

Billing Address: 565 Lochmoor Blvd

Card Number: [Redacted]

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

Check One:

Phone: 313.303.1138

MasterCard Visa Discover American Express

Email: branden.mcRill@gmail.com

Security Code/CVV Code: [Redacted]

Applicant/Licensee Name: Request or Business ID #:

Expiration Date: [Redacted]

BCM Restaurants LLC

Payment is for:

New Class C & New SDM

Signature [Handwritten Signature]

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

Credit Card Payment Itemization:

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

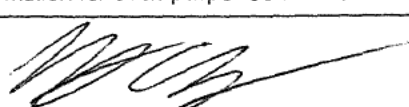
LARA Revenue Services is not a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. Applications submitted through LARA Revenue Services may take up to two (2) additional business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

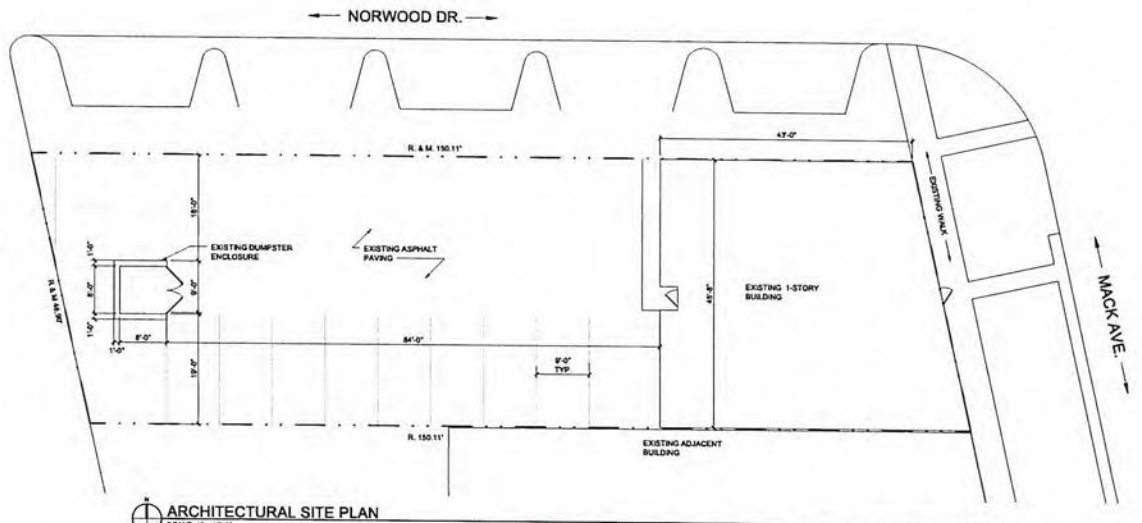
For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273  
 COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

### LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

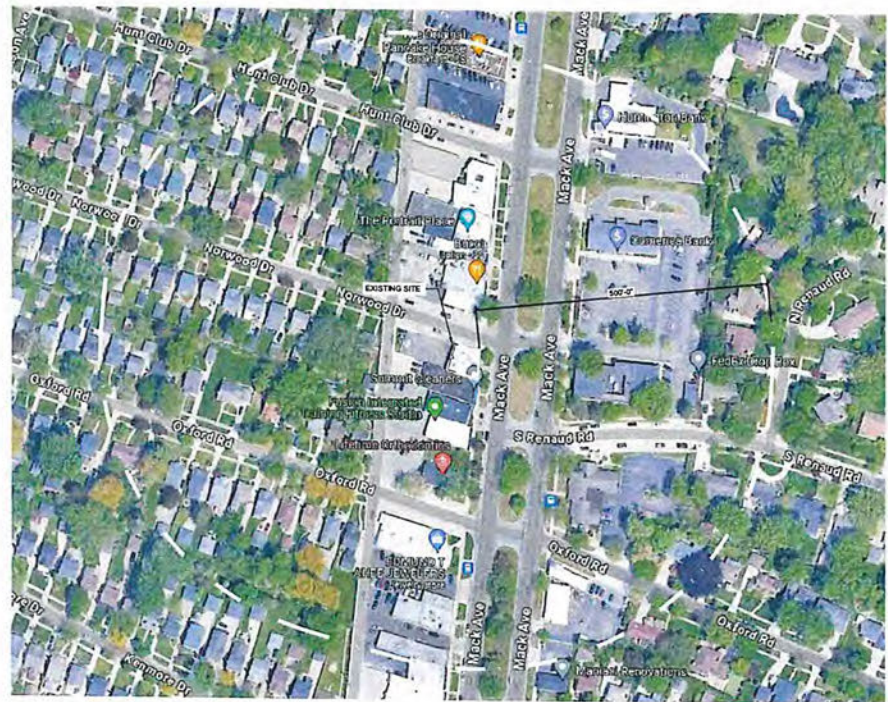
Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.  
 Instructions: See page two.

<b>I. Authorizing Information</b>			
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 14795	3. Agency Name MI Dept of licensing & liquor control <i>regulatory affairs</i>	4. Individual ID (MNU-OA)
<b>II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.</b>			
1a. Last Name McKell	1b. First Name Brandon	1c. Middle Initial C	1d. Suffix
2. Any Alternative Names, Last Names, or Aliases		3. Social Security Number (Optional) DO NOT SUBMIT SSN	
4. Place of Birth (State or Country) Michigan	6. Phone Number 313.303.1138	7. Driver's License / State ID Number	8. Issuing State PA
9. Home Address 565 Lockwood Blvd	10. City Grosse Pointe Woods	11. State MI	12. ZIP Code 48236
13. Sex M	14. Race White	15. Height 6'2"	16. Weight 235
		17. Eye Color hazel	18. Hair Color brown
<b>III. Live Scan Information</b>			
1. Date Printed June 25, 2024	2. Picture ID Type Presented Michigan's License	3. Transaction Control Number (TCN) E224022106T	4. Live Scan Operator DP
* When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select Agency Identifier and then enter the unique identifier in the Identification Code field.			
<b>IV. Privacy Act Statement</b>			
<p>Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.</p> <p>Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.</p> <p>Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.</p>			
<b>V. Procedure to Obtain a Change, Correction, or Update of Identification Records</b>			
<p>If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)</p>			
<b>VI. Consent</b>			
<p>I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.</p>			
Signature: 		Date: 06.25.2024	



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

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



VICINITY MAP  
SCALE 1" = 100'-0"

**SVA**  
STUCKEY VITALE ARCHITECTS  
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Consultants:

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

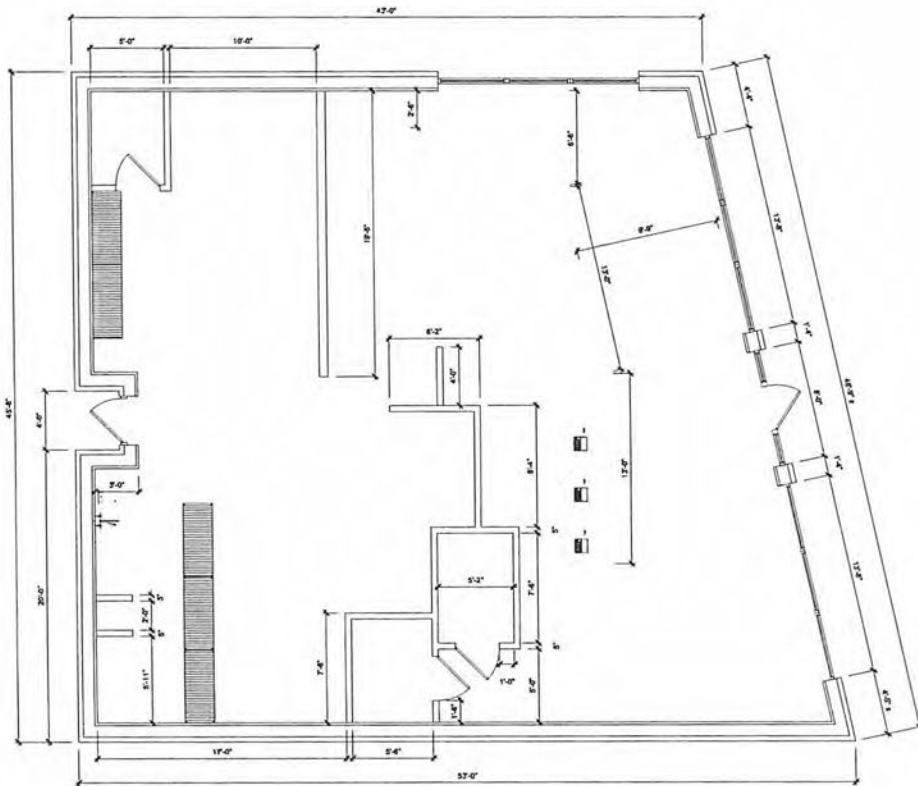
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JPM  
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JAV  
Sheet Title:  
SITE PLAN DETAILS

Project No.:  
2024.XXX

Sheet No.:  
**AS100**

500 NOT SCALE DRAWING  
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ARCHITECTURAL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**GENERAL FLOOR PLAN NOTES:**

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



STATEMENT OF PROFESSIONAL LIABILITY:  
THE ARCHITECT, ENGINEER, INTERIOR ARCHITECT OR DESIGNER HEREBY ACCEPTS THE PROFESSIONAL LIABILITY FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT, ENGINEER, INTERIOR ARCHITECT OR DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT, ENGINEER, INTERIOR ARCHITECT OR DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT, ENGINEER, INTERIOR ARCHITECT OR DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

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FLOOR PLAN

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Received From: MCFILL, BRANDEN  
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ITEM REFERENCE	AMOUNT
0543 CITY CLERK MISC RECEIPTS PERMITS/LICENSES	\$2 500.00
TOTAL	\$2 500.00
CHECK 9134737269	\$2 500.00
Total Tendered:	\$2 500.00
Change:	\$0.00