

AGENDA

Committee on City Operations AGENDA FOR NOVEMBER 3, 2021 AT 3:30 PM



Lansing City Hall, 124 W. Michigan Avenue, 10th Floor City Council Conference Room

To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

**Based on the recommendations from the Centers for Disease Control (CDC)
City Council President Spadafore is requesting members of the public, City Staff and Council Members
wear face coverings at meetings of the City Council and their Committees.**

Council Member Dunbar, Chairperson
Council Member Spadafore, Vice Chairperson
Council Member Hussain, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. October 25, 2021
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Appointment; Kris Young as the 4th Ward member of the Board of Public Service for a term to expire June 30, 2024
 - C. RESOLUTION - Liquor License; Lorenzo's LLC. for a SDM and Class C license, Sunday sales (PM), topless, extended hours, dance, entertainment, and outdoor service permits at 1247 Center Street
- 6. Other**
- 7. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES
Committee on City Operations
Monday, October 25, 2021@ 5:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Dunbar called the meeting to order at 5:04 p.m.

PRESENT via audio/video

Council Member Dunbar, Chair
Council Member Spadafore, Vice-Chair
Council Member Hussain, Member

OTHERS PRESENT via audio/video

Sherrie Boak, Council Staff
Greg Losch, MDOT
Alex Craigmile, MDOT
Lisa Hagen, OCA
Eric Brewer, Internal Auditor
Council Member Betz – arrived at 5:10 pm
Kim Coleman, HRCS arrived at 5:19 p.m.
Katrina Urista, HRCS arrived at 5:19 p.m.

MINUTES

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM OCTOBER 6, 2021 AS PRESENTED. MOTION CARRIED 3-0.

PUBLIC COMMENT

No public comment at this time.

Discussion/Action

RESOLUTION – Noise Waiver Permit; MDOT; I-496 Freeway Construction Weekdays 8 pm – 7 am, Weekends or Holidays from 1/24/2022-12/1/2022 and 3/1/2023-11/15/2023

Council Member Dunbar asked the MDOT representative if they have a resolution to address the concerns heard during the public hearing from residents East of Grand near I-496. Mr. Losch confirmed it would not be noise every night, the hours will be utilized for certain stages in the project, or weather delays and they have all intentions of working with the residents. The work could be 2 nights every 2 weeks. Council Member Dunbar asked the representatives if there were options for them to communicate directly with the residents when there will be overnight work in that area. Mr. Losch concurred they do intend to do that and they will work on letting residents know when the work will be done in the middle of the night. Mr. Losch went on

to explain their plans for public meetings in November, in person and virtual. MDOT has been doing virtual meetings since March on the project, timeline, and contact for any issues. With the contractor on contract board, they will now reach out again with the schedule. These meetings and information will be posted this week. Currently there is not a specific location for the in person meetings, but they are looking at Letts Community Center and the Michigan Chamber of Commerce in the area. These in person meetings will be an open house with a brief presentation and Q & A.

Council Member Betz arrived at the meeting at 5:10 p.m.

Mr. Losch added that in their MDOT office they have dedicated staff specifically to this project. Mr. Craigmile added that in the actual contract with the contractor they are limiting activities in the night time, and setting up a limit on the major noise.

Mr. Losch then spoke briefly on a request from Council Member Garza to disable the backup alarms on the equipment when it is working in the overnight hours, and stated MDOT and MIOSHA will not commit to this for safety, and by doing that they would then have to staff more people on the project as well for signaling since there would be no back up alarm. They will consider options on a case by case and location by location. Regarding the project itself, there have been no changes, and they are partnering with the City Public Service on work on Malcom X and St. Joe. Lastly he noted that Walsh Construction is the contractor and they will also be doing the storm sewer replacement on the north side.

Council Member Spadafore noted to the MDOT representatives that the link on their flyer is not working, and they immediately stated they would update that.

Council Member Betz noted a comment from the Cherry Hill residents and concerns of weekday noise during nights. He stated his request is no construction during a time frame in the middle of the night. Council Member Spadafore informed Council Member Betz this was already addressed at the start of the meeting. Mr. Losch reiterated to Council Member Betz their plans to communicate with the residents, and plans to limit noise during that time.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE NOISE WAIVER FOR MDOT I-496 FREEWAY CONSTRUCTION WEEKDAYS FROM 8PM – 7 AM, WEEKENDS AND HOLIDAYS.

MOTION BY COUNCIL MEMBER SPADAFORE TO AMEND THE RESOLUTION CHANGING THE FIRST DATE FROM 1/24/2022 TO 3/1/2022. MOTION CARRIED 3-0.

Adjourn

Adjourned at 5:24 p.m.

Submitted by Sherrie Boak

Recording Secretary, Lansing City Council

Approved by the Committee on

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission, or Committee.

Certain boards, commissions, or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission, or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

Date	10/18/2021
First Name	Kris
Last Name	Young
Date of Birth	
Address	2410 Wellington
City	Lansing
State	MI
Zip Code	48910
Email	kyoung@plunkettcooney.com
Gender	male

If you don't know which ward you live in, visit the [Lansing Neighborhoods Ward Map](#) and type in your address to find out!

Ward	Ward 4
Best Phone Number to Contact You	5172819032

In what year did you move to Lansing?	2005
Additional Information Regarding Experience and Credentials	I have been working in and around state government since 2001.
Occupational Background	Legislative Aide and State Government Affairs
Educational Background	Central Michigan University
Previous Appointments	none
Current Appointments	none
First Choice for Board to Serve on	Public Service
Second Choice of a Board to Serve on	Parks Board
Third Choice of a Board to Serve on	Board of Water and Light
Fourth Choice of a Board to Serve on	Capital Region Airport Authority (CRAA)
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission.	After living here for many years, I would like to give back to Lansing by serving.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office.	I have over two decades of experience in state government. I am confident that will allow me to help our city continue to grow and thrive.
This certification is not required but may impact potential consideration of the appointment being sought. I authorize the use of the information provided above to conduct a background search, including but not limited to criminal history, residency, and indebtedness to the City of Lansing. If selected to serve, I further authorize additional background checks during the term of my service to ensure the required criteria continue to be met. I also acknowledge that I have the affirmative duty to inform the City if I become aware of any change or condition in my status that fails to meet the required criteria.	
Agreement to Background Check Authorization	• I agree

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge.	Kris Young
Date & Time	10/18/2021 10:35 AM (EDT)
Receive an email copy of this form.	Yes



City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: **Lorenzo's, LLC**

dba: _____

Business Address: 2177 Tamarack Drive

City: Okemos State: MI Zip: 48864

Main Contact Number: **(517) 574-8513** Secondary Contact Number: (____) _____

Email Address: **brewer62@hotmail.com**

License(s) for which you are seeking Local Government Approval: **Liquor License**

Provide the name, age and address of the applicant, in the case of an individual, or, in the case of a co-partnership, the names, addresses and ages of the persons entitled to share in the profits thereof, or, in the case of a corporation, the objects for which the corporation is organized, the names, addresses and ages of the officers and directors and, if a majority interest in the stock of such corporation is owned by one person or his or her nominee, the name, address and age of such person:

Name	Position	Address	Age
Adam Brewer	Sole Member	2711 Tamarack Drive Okemos, MI 48864	████

If an Individual, provide Applicant's:

Date of Birth: ██████████

Place of Birth: Michigan

What character of business do you intend to operate? Night club

What is the length of time your business has been of that character, or in the case of a corporation, the date when its charter was issued?

Lorenzo's LLC was formed on 11/10/2020

Have you made applications for a similar or other license on premises other than those described in this application? Yes ☐ No ☒

When you are done with this form, please return it to:

Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
Phone: 517-483-4131 Fax: 517-377-0068
City.clerk@lansingmi.gov lansingmi.gov/clerk

If yes, what is the disposition of any such earlier application? _____

Are building plans on file? Yes ☐ No ☒ If not please submit them with this application showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. Such plans shall demonstrate adequate off-street parking, lighting and refuse disposal facilities and, where appropriate, adequate plans for screening and noise control, as provided in the Zoning, Building and Housing, and Fire Prevention Codes.

- ☒ I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State.
- ☒ I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.
- ☒ I (we) or my (our) agent(s) do not owe any personal property taxes.
- ☒ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

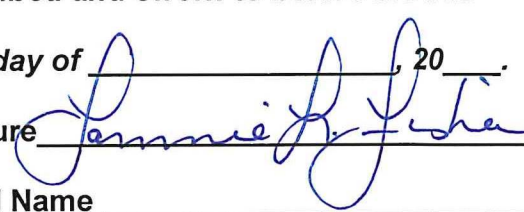
I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief.


Signature

9-22-21
Date

Subscribed and sworn to before me this

____ day of _____, 20____.

Signature 

Printed Name _____

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

34131:00001:5715325-1

TAMMIE L. FISHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BARRY
My Commission Expires July 8, 2027
Acting in the County of Ingham

When you are done with this form, please return it to:

Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
Phone: 517-483-4131 Fax: 517-377-0068
City.clerk@lansingmi.gov lansingmi.gov/clerk

Lansing
313 S. Washington Square
Lansing MI 48933

Detroit
333 W. Fort Street – Suite 1400
Detroit MI 48226

Walter S. Foster
1878-1961
Richard B. Foster
1908-1996
Theodore W. Swift
1928-2000
John L. Collins
1926-2001

Webb A. Smith
Scott A. Storey
Charles A. Janssen
Charles E. Barbieri
James B. Jensen, Jr.
Scott L. Mandel
Michael D. Sanders
Brent A. Titus

Jean G. Shtokal
Brian G. Goodenough
Matt G. Hrebec
Deanna Swisher
Thomas R. Meagher
Douglas A. Mielock
Scott A. Chernich
Paul J. Millenbach
Dirk H. Beckwith
Brian J. Renaud
Lynwood P. VandenBosch
Lawrence Korolewicz
James B. Doezeema
Anne M. Seurynck
Michael D. Homier
David M. Lick
Scott H. Hogan

Southfield
28411 Northwestern Highway – Suite 500
Southfield MI 48034

Holland
151 Central Avenue – Suite 260
Holland MI 49423

Richard C. Kraus
Benjamin J. Price
Michael R. Blum
Jonathan J. David
Andrew C. Vredenburg
Jack A. Siebers
Julie I. Fershtman
Todd W. Hoppe
Jennifer B. Van Regenmorter
Thomas R. TerMaat
Frederick D. Dilley
David R. Russell
Joel C. Farrar
Laura J. Genovitch
Karl W. Butterer, Jr.
Mindi M. Johnson
Ray H. Littleton, II

Jack L. Van Coevering
Anna K. Gibson
Patricia J. Scott
Nicholas M. Oertel
Alicia W. Birach
Adam A. Fadly
Michael J. Liddane
Ryan E. Lamb
Clifford L. Hammond
Matthew S. Fedor
Andrea Badalucco
John W. Mashni
Stefania Gismondi
Leslie A. Dickinson
Julie L. Hamlet
Michael C. Zahrt
Gilbert M. Frimet

Paul D. Yared
Stephen W. Smith
Brett R. Schlender
Mark T. Koerner
Warren H. Krueger, III
Sarah J. Gabis
Amanda Afton Martin
Steven J. Tjapkes
Taylor A. Gast
Rachel G. Olney
Tyler J. Olney
Mark J. DeLuca
Thomas K. Dillon
Robert A. Easterly
Robert A. Hamor
Michael A. Cassar
Hilary J. McDaniel Stafford

Grand Rapids
1700 E. Beltline NE – Suite 200
Grand Rapids MI 49525

St. Joseph
800 Ship Street – Suite 105
St. Joseph MI 49085

Emily R. Wisniewski
Amanda J. Demovshek
Lydia H. Kessler
Brandon M. H. Schumacher
Alexander J. Thibodeau
Cody A. Mott
Alaina M. Nelson
Caroline N. Renner
Joseph B. Gale
Sydney T. Steele
Ashley A. Poindexter
DeVaughn J. Swanson
Kaitlyn E. Manley

Writer's Direct Phone: 517.371.8259

Fax: 517.367.7159

Reply To: Lansing

E-Mail: ademovshek@fosterswift.com

September 28, 2021

Chris Swope, City Clerk
City of Lansing
9th Floor, City Hall
124 W. Michigan Ave.
Lansing, MI 48933-1695

Certified Article Number

9414 7266 9904 2022 3771 10

SENDERS RECORD

Re: Lorenzo's, LLC On-Premises Alcohol Sales Application and Cabaret License Application

Dear Mr. Swope:

We represent Lorenzo's, LLC regarding its on-premises alcohol sales application and cabaret license application. In conjunction with the application, we enclose the following:

On Premises Alcohol Sales Application

1. City of Lansing On-Premises Alcohol Sales Application
2. Lansing Treasury Information Request
3. Complete copy of the Applicant's MLCC liquor license transfer application
4. Check payable to the Lansing City Clerk in the amount of \$1,450.

Cabaret License Application

1. City of Lansing Cabaret License Application
2. Lansing Treasury Information Request
3. Check payable to the Lansing City Clerk in the amount of \$500.

Chris Swope, City Clerk

September 28, 2021

Page 2

Please begin the application review process and notify us immediately of any additional information needed with regard to this application. Please also copy us on all correspondence regarding this application. Thank you for assistance.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC


Amanda J. Dernovshek

/lb

Enclosures

cc: Lorenzo's LLC

34131:00001:5721428-1

CITY OF LANSING

Receipt: 6480

09/29/21

CITY CLERK

124 W MICHIGAN AVENUE 9TH FLOOR

Cashier: PKapp

Received Of: **BREWERS GROUP LLC**The sum of: **1,450.00**

523

LIQUOR LICENSE

Total

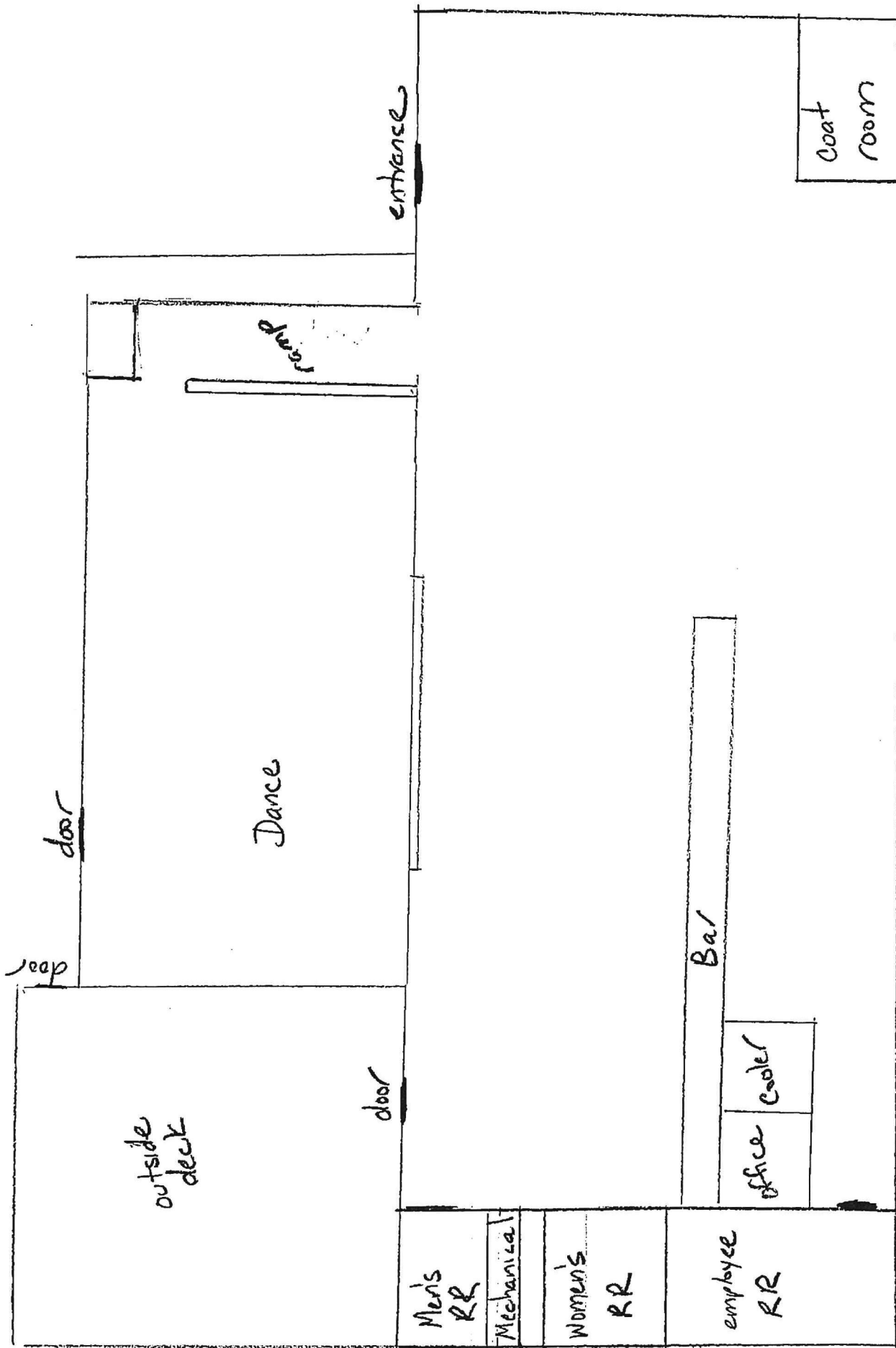
1,450.00**1,450.00**

CHECKS

1042

1,450.00

Signed: _____



License Transfer Application (MLCC)



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

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-100 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/>

- ☒ Completed Retail License & Permit Application (Form LCC-100, attached)
- ☒ Livescan Fingerprint Form* (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 level of ownership - for example: applicant company > stockholder/member (level 1) > stockholder/member (level 2) > stockholder/member (level 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 Specially Designated Merchant license documents - **For a new Specially Designated Merchant license only** (see page 3)
- ☐ 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
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

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): Lorenzo's, LLC	
Address to be licensed: 1247 Center Street	
City: Lansing	Zip Code: 48906
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN): 85-3929812	

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

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s): Donall Entertainment, Inc.	
Current licensed address: 1247 Center Street	
City: Lansing	Zip Code: 48906
City/township/village where license is issued: City of Lansing	County: Ingham

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, 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.

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

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

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

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

Inspection Fees:	\$140.00	License & Permit Fees:	\$1,595.00	TOTAL FEES:	\$1,735.00
------------------	----------	------------------------	------------	--------------------	-------------------

Schedule A - Licenses, Permits, & Permissions

Applicant name: Lorenzo's, LLC

Off Premises License Type: **Base Fee:** Fee Code
MLCC Use
Only

New Transfer

☐ ☒ SDM License \$100.00 4034

☐ ☐ SDD License \$150.00

☐ ☐ Resort SDD License Upon Licensure/\$150.00

Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less

Off Premises Permits: **Base Fee:**

☐ Sunday Sales Permit (AM)* \$160.00

☐ Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)

☐ Catering Permit \$100.00

☐ Secondary Location Permit - Complete Form LCC-201

☐ Beer and Wine Tasting Permit No charge

☐ Living Quarters Permit No charge

On/Off Premises Permission Type: **Base Fee:**

☐ Off-Premises Storage No charge

☐ Direct Connection(s) No charge

☐ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, 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 liquor 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 liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

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): Fee Code: 4036 \$140.00

Total License Fee(s): \$700.00

Total Permit Fee(s): \$895.00

TOTAL FEES DUE: \$1,735.00

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

Make checks payable to **State of Michigan**

On Premises License Type: **Base Fee:** Fee Code
MLCC Use
Only

New Transfer

☐ ☐ B-Hotel License \$600.00

Number of guest rooms: _____

☐ ☐ A-Hotel License \$250.00

Number of guest rooms: _____

☐ ☒ Class C License \$600.00 4034

☐ ☐ Tavern License \$250.00

☐ ☐ Resort License Upon Licensure

☐ ☐ DDA/Redevelopment License Upon Licensure

☐ ☐ Brewpub License \$100.00

☐ ☐ G-1 License \$1,000.00

☐ ☐ G-2 License \$500.00

☐ ☐ Aircraft License \$600.00

☐ ☐ Watercraft License \$100.00

☐ ☐ Train License \$100.00

☐ ☐ Continuing Care Retirement Center License \$600.00

☐ MCL 436.1545(1)(b)(i) ☐ MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

☐ ☒ Additional Bar(s) \$700.00 4034

Number of Additional Bars: 2

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.

On Premises Permits: **Base Fee:**

☐ Sunday Sales Permit (AM)* \$160.00

☒ Sunday Sales Permit (PM)** \$195.00 4032

☐ Catering Permit \$100.00

☐ Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

☒ Outdoor Service No charge

☒ Dance Permit No charge

☒ Entertainment Permit No charge

☒ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: _____

☐ Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

☐ Living Quarters Permit No charge

☒ Topless Activity Permit No charge

Schedule B - New Specially Designated Merchant (SDM) License Supplemental Application - New SDM License Applications ONLY

Applicant name: Lorenzo's, LLC

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- ☐ a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
- ☐ b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
- ☐ c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- ☐ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.1770Z.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ e. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- ☐ Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. *A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.*
- ☐ If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- ☐ If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

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: Adam Brewer		
Home address: 2177 Tamarack Drive		
City: Okemos	State: MI	Zip Code: 48864
Business Phone:	Cell Phone: [REDACTED]	Email: brewer62@hotmail.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. ☐ Yes ☒ No		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" 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?		☒ Yes ☐ No
Have you ever legally changed your name?		☐ Yes ☒ No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Gissela Brewer		
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No ACB	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?		☐ Yes ☒ No
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC?		☐ Yes ☒ No
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		☐ Yes ☒ No
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		☐ Yes ☒ No
Date	City/State	Charge
		Disposition

Part 5c - Signature

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

Adam Q. Brewer

Print Name

Signature

Date

8-30-2021

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?		☐ Mail	☒ Email	☐ Fax	
Contact name: Adam Brewer	Relationship: Sole Member				
Mailing address: 2177 Tamarack Drive					
City: Okemos	State: Michigan		Zip Code: 48864		
Phone: 517-574-8513	Fax number:	Email: brewer62@hotmail.com			

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

Attorney name: David R. Russell		Member Number: P-68568	
Attorney address: 313 S. Washington Square, Lansing, MI 48933			
Phone: 517-371-8150	Fax number: 517-367-7150	Email: drussell@fosterswift.com	
Would you prefer that we contact your attorney for all licensing matters related to this application?		☒ Yes ☐ No	
Would you prefer any notices or closing packages be sent directly to your attorney?		☒ Yes ☐ No	

Part 8 - Signature of Applicant

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

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

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

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

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

Adam Q. Brewer, Sole Member

Print Name of Applicant & Title

Signature of Applicant

Date

8-30-2021

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933

Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906

Fax to: 517-284-8557



Livescan Fingerprint Background Request Instructions for Michigan & Out-of-State Applicants

APPLICANTS THAT LIVE IN MICHIGAN

Applicants for a Michigan liquor license must have their fingerprints at a law enforcement agency in Michigan that offers digital fingerprinting or a private Livescan vendor approved by the Michigan State Police. You may access a list of approved vendors on the Michigan State Police website (contains vendors' websites and contact information):
http://www.michigan.gov/msp/0,4643,7-123-1878_8311-237662--,00.html.

On the attached Livescan Fingerprint Background Request form, you must use the correct Code (LL), Agency ID Number (1479J), and Agency Name (MI DEPT OF LICENSING AND REGULATORY AFFAIRS - LIQUOR CONTROL) in order for the fingerprint report to be sent to the Michigan Liquor Control Commission. Payment receipts **should not** be mailed to the office, but kept for your own records.

You must bring the Livescan Fingerprint Background Request form with a driver's license or other state or federal-issued picture identification to your fingerprint appointment. You will also be required to pay a separate fee to the fingerprint agency when registering and/or scheduling your appointment. A copy of the Livescan Fingerprint Background Request form, which is signed by the Livescan Operator and returned to you, must be submitted with your application in order for your request to be investigated.

When your fingerprints are taken, a technician will perform a scan of your fingerprints and submit the data electronically to the Michigan State Police.

APPLICANTS THAT LIVE OUTSIDE OF MICHIGAN

Applicants for a Michigan liquor license that live outside of Michigan must submit fingerprints through one of the private Livescan vendors approved by Michigan State Police that offer fingerprinting for residents that live outside of Michigan. You may access a list of approved vendors that process fingerprint cards for non-Michigan residents on the Michigan State Police website (contains vendors' websites and contact information): http://www.michigan.gov/msp/0,4643,7-123-1878_8311-237662--,00.html.

The applicant must contact a local law enforcement agency, governmental agency, or private fingerprint agency to perform ink fingerprinting on a FBI fingerprint card (FD-258) or fingerprint cards from any other state or local agency (fingerprint cards must be on card stock). These fingerprint cards must be submitted for processing to one of vendors on the Michigan State Police's list of approved vendors. Contact the vendor directly regarding its process and the fee for submitting the fingerprint cards for processing.

Make a copy of the completed and signed Livescan Fingerprint Background Request form and submit that copy with the license application.

WHAT HAPPENS AFTER FINGERPRINTS ARE SUBMITTED

The law enforcement agency or private vendor will submit your fingerprints to the Michigan State Police for analysis.

If no criminal history is found, the Michigan Liquor Control Commission will be notified.

If criminal history is found, the Michigan State Police will send the record directly to the Michigan Liquor Control Commission for review.

QUESTIONS AND ADDITIONAL INFORMATION

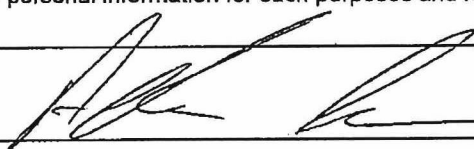
For questions about the Livescan fingerprinting process, call the Michigan State Police at 517-241-0606.

An applicant may request a copy of his or her Criminal History Record Information (CHRI) response and may challenge the accuracy or completeness of any entry on the CHRI. The CHRI Appeal Information & Request Form (LCC-105a) contains information on how to request a copy of a CHRI and for the appeal process for challenging or correcting a CHRI response entry.

Please note: Fingerprints taken for any other agency will not fulfill fingerprint requirements for a liquor license in Michigan.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

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

I. Authorizing Information							
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 1479J	3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control			4. Individual ID (MNU-OA)		
II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.							
1a. Last Name Brewer		1b. First Name Adam		1c. Middle Initial Q	1d. Suffix		
2. Any Alternative Names, Last Names, or Aliases				3. Social Security Number (Optional)			
4. Place of Birth (State or Country) Michigan	5. Date of Birth	6. Phone Number	7. Driver's License / State ID Number		8. Issuing State Michigan		
9. Home Address 2177 Tamarack Drive		10. City Okemos		11. State MI	12. ZIP Code 48864		
13. Sex M	14. Race White	15. Height 6'1	16. Weight 280	17. Eye Color Hazel	18. Hair Color Brown		
III. Live Scan Information							
1. Date Printed 8/30/2021	2. Picture ID Type Presented MI DL		3. Transaction Control Number (TCN) Q521211631P		4. Live Scan Operator* AF		
*When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.							
IV. Privacy Act Statement							
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. 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. 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.							
V. Procedure to Obtain a Change, Correction, or Update of Identification Records							
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)							
VI. Consent							
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.							
Signature: 				Date: 8-30-2021			



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

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Report of Stockholders, Members, or Partners
(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

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

Licensee name(s): Lorenzo's, LLC	
Address: 2177 Tamarack Drive	
City: Okemos	Zip Code: 48864

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

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

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

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Adam Brewer, 2177 Tamarack Drive, Okemos, Michigan 48864	100%	November 10, 2020
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		



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

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

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

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

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

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

Name & Title: Adams Brewer, Sole Member

Name & Title: _____

Name & Title: _____

Name & Title: _____

Name & Title: _____

Part 4 - Signature of Applicant or Licensee

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.

Adam Brewer, Sole Member

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

8-30-21

Please return this completed form to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

**CONSENT RESOLUTION OF THE SOLE MEMBER
OF
LORENZO'S, LLC**

The undersigned, being the sole member of Lorenzo's, LLC, a Michigan limited liability company, hereby authorizes and approves the following resolutions:

WHEREAS, Lorenzo's, LLC, (the "**Company**") has entered into a Commercial Purchase Agreement with Donall Entertainment, Inc., a Michigan corporation (the "**Seller**") to purchase certain liquor licenses currently owned by the Seller;

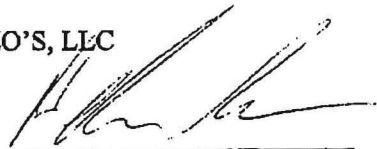
WHEREAS, the Company must obtain prior approval by the Michigan Liquor Control Commission ("**MLCC**") to hold and operate the liquor licenses described in the purchase agreement described above;

THEREFORE, RESOLVED that the Company will submit a transfer application to the MLCC for approval of the transfer;

FURTHER RESOLVED that both Adam Brewer, as the Sole Member of the Company is authorized to execute the transfer application and any and all other documentation that is necessary to implement the foregoing resolution on behalf of the Company.

Date: August 28, 2021

LORENZO'S, LLC


Adam Brewer, Sole Member



DISCLAIMER

These forms are not intended to be a substitute for the legal advice of competent counsel. The user has the responsibility to determine whether the forms are appropriate or effective in a particular situation. The user should make certain that the form complies with current law, both state and federal. The authors and CBOR and its employees disclaim any liability arising from the use of the forms. Any user of the form waives and releases all possible claims against the authors and CBOR and its employees. The authors and CBOR wish to acknowledge the prior contribution of H. William Freeman in creating this form.



Gregg A. Nathanson

Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C.

39395 W. Twelve Mile, Suite 200

Farmington Hills, MI 48331

Ph. 248-489-8600

Fax 248-489-4156

gregg.nathanson@couzens.com

CBOR Form – Commercial Purchase Agreement
Revised 9/22/2016

Page 1 of 17



COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 3rd day of August, 2021 ("Effective Date") by and between Center Street 1247, LLC / Donall Entertainment, Inc. ("Seller"), whose address is 1120 Keystone Ave, Lansing, MI 48911, and Adam Brewer, on behalf of an entity to be named, ("Purchaser"), whose address is 2177 Tamarack, Okemos, MI 48864, in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the City of Lansing, County of Ingham, Michigan, commonly known as 1247 Center Street, tax parcel identification number(s) 33-01-01-09-257-241 and further described as: LOT 1 ASSESSORS PLAT NO 31 OF BLOCK 6 ORIG PLAT, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property"). Any excluded personal property to be attached as Exhibit A

Place an "X" in the appropriate box(es) below:

☒ Check here if sale includes any equipment or personal property and attach list as Exhibit B. A bill of sale will be executed at closing.

☒ Check here if sale includes any licenses, permits or other intangible property and attach list as Exhibit C. An assignment will be executed at closing.

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Six Hundred Thousand (\$600,000) Dollars.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

Land Contract. Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at Closing pursuant to a mutually acceptable Land Contract. The Land Contract shall provide for a down payment of \$60,000 at closing, 4 additional lump sum payments of \$20,000 made 30 days after closing and again every 30 days, and payment of the balance of \$460,000 in monthly installments of \$3,429.64, or more, at Purchaser's option, including interest at the rate of Six and 1/2 percent (6.5%) per annum, amortized over Twenty (20) years, with interest to start on the closing date. A final "balloon payment" consisting of the entire unpaid principal balance and all accrued and unpaid interest will become due and payable sixty (60) months after closing. 1/12 of the estimated property taxes shall be paid each month with the payments.

4. **EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Diversified Title, Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of Five Thousand (\$5,000) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have 30 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items (place an "X" next to all that apply):

☐ Purchaser's liquor license transfer approval or management contract for the use of the liquor license pending transfer.

Seller shall have the option to extend the due diligence period by 30 days for liquor license transfer approval. All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

6. **TITLE INSURANCE.**

- (a) **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, with Standard Exceptions; (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.

- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

7. ENVIRONMENTAL.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.
- (b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived; provided, however, in no event shall Closing occur later than October 29th, 2021 (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a land contract and memorandum of land contract in recordable form. Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills

issued) shall be prorated as of the date of the Closing on a "calendar" basis. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.
- (d) **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (e) **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- (f) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated

hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.

- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. AS IS. Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

13. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

14. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

15. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

16. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

☐ If to Purchaser:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

☐ If to Seller:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

17. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.

19. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

20. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

21. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.

22. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Matthew Wisniewski, RE/MAX Commercial Group and is acting as an agent of the Purchaser; and (ii) Seller's real estate agent is Ryan Lowe, NAI Mid-Michigan and is acting as: an agent of the Seller. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee, including a fee of three (3) percent to the buyer's broker, at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without

limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

23. BROKER ENVIRONMENTAL DISCLAIMER. The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

24. DEFAULT.

(a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.

(b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

25. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

26. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

27. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

28. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

29. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld..

30. **CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.

32. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.

33. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

34. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.

35. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

36. **COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

37. **OFFER.** This Agreement constitutes an offer by Purchaser to purchase the Property. The offer shall remain valid until 5:00 pm, on August 5th, 2021 and shall be deemed revoked if not accepted by Seller before such time and date.

38. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

- Purchaser shall bear the expense of the liquor license transfer.
- The liquor license shall be collateral for the land contract.

39. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

Purchaser's Acknowledgement of Offer

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:

Witnesses:

By:

Adam Brewer

dotloop verified
08/03/21 3:29 PM EDT
W9QJ-ZPA1-HUAF-89VJ

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this 5 day of AUG, 2021, at _____ (AM/PM) ☒ with the following conditions: _____

SEE ATTACHED LAND CONTRACT FORM

_____; or ☐ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20____, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

Witnesses:

By: [Signature]

Its: the member

Purchaser's Acknowledgment of Seller's Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of 08/05/2021, 20____, at _____ (AM/PM)

For Purchaser:

Witnesses:

B Adam Brewer dotloop verified
08/05/21 3:26 PM EDT
JDUR-ILAR-9Q60-5MPW

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided	Attached
		By (Purchaser or Seller)	By (Date)
Exhibit A	Excluded Personal Property	Seller	
Exhibit B	Personal Property and Equipment Included	Seller	
Exhibit C	Licenses and permits included	Seller	

Exhibit A: Excluded Personal Property

Artwork in the building which shall be on loan until such time the purchaser desires it to be removed.

Exhibit B: Included equipment and personal property

Exhibit C: Licenses and Permits included in sale

Liquor License L-00001175 Retail on Premise Class C

Liquor License L-000004047 Retail Off Premises / SDM

Permits

18-25818 Outdoor service

18-25818 Dance – Entertainment

18-25819 Extended Hours

18-25820 Topless Activity

I-000407399 Additional Bar

L-000407400 Sunday Sales (PM)

LAND CONTRACT

This contract (the Agreement) is made on [dated], between [name] (Seller) whose address is [address] and [name] (Purchaser) whose address is [address] on the following terms and conditions:

1. **Sale of the Premises.** Seller agrees to sell the real estate described on the attached Exhibit A together with all fixtures, improvements, appurtenances, tenements, and hereditaments located on the real estate (the Premises) subject to easements and restrictions of record and to zoning laws and ordinances affecting the Premises. Seller also agrees to sell to Purchaser certain assets of the businesses on the Premises, which are [asset] and [asset] known as "[name of asset]" (together the Businesses or individually a Business), and the personal property and equipment located at and associated with the Business on the Premises in accordance with the terms of this Agreement.
2. **Sale of the Personal Property.** Seller agrees to sell to Purchaser all of the personal property involved with or associated with the Business including all furnishings, equipment, food and beverage inventory, supplies, and consumables; phone numbers; any licenses and permits from the Michigan Liquor Control Commission (LCC), public health authorities, and other governmental authorities; and the name "[business name]" described on the attached Exhibit B (the Personal Property). However, Seller shall retain, and Purchaser shall not assume or receive, any of the receivables or liabilities of Seller regarding the Business; any bank accounts, cash, or other liquid assets of the Business; any motor vehicles used in the operation of the Business; or any other names of the Business. At closing, the parties shall make a separate inventory of the alcoholic beverages at the Business and that inventory shall be retained by Seller or transferred as permitted by the rules and regulations of the LCC.
3. **Price and terms.**
 - a. Purchaser agrees to purchase the Premises and the Personal Property from Seller and to pay to Seller a purchase price of \$[amount], of which a down payment equal to \$[amount] has been given on the signing of this Agreement. Purchaser agrees to pay to Seller the balance of \$[amount], together with interest on any principal from time to time unpaid. The payments shall be calculated using a monthly payment schedule and [number]-year amortization of the initial principal balance with interest to accrue from the date of closing on the outstanding principal balance at the rate of [percentage] per year. The first payment to be made on [date], in the amount of \$[amount] and a like amount to be due monthly on the first day of each month during the term of this Agreement. The parties shall agree to an allocation of the purchase price among the assets purchased at or before the time of closing.
 - b. On [date], the entire unpaid principal and accrued interest and all other amounts owing under this Agreement will be due and payable.
 - c. Any payment of principal and interest not paid by the [number] day of the month shall be assessed a one-time late charge of \$[amount]. The late charge shall be a separate amount owed under this Agreement and shall be due and payable immediately on the occurrence of the default. All payments shall be made at Seller's address or wherever otherwise directed by Seller.

4. **Possession.** Purchaser shall receive possession of the Premises at the closing of this Agreement and is entitled to retain possession only as long as there is no default by Purchaser in carrying out the terms and conditions of this Agreement.
5. **Transfer of the Business.**
 - a. As provided in section 4 above, possession of all of the real property is transferred to Purchaser at closing. In addition, possession of the Business and all of the Personal Property assets to be transferred, except the LCC license, is transferred to Purchaser at closing. Seller will file any paperwork that is required to place the LCC license in escrow with the LCC. Purchaser shall not operate the business of the [business name] pending an approval of the transfer of the liquor license granted to Seller for use at the Premises by the Michigan LCC. On or before the payoff of the land contract, at a time that Purchaser elects, Seller will cooperate with and assist Purchaser, or its assignee, in applying to the LCC for transfer of the license to Purchaser or its assignee.
 - b. Seller warrants and represents to Purchaser that all creditors of the Business will be paid in full before the date of closing, except for the outstanding mortgage on the Premises.
6. **Maintenance of the Premises.** Purchaser shall at all times maintain the Premises in the same condition they are in on the date of giving possession, reasonable wear and tear excepted. Purchaser shall not commit or suffer any other person to commit waste or, without the consent of Seller in writing, to remove, change, or demolish the buildings or any other improvements on the Premises.
7. **Taxes.** Purchaser shall pay Seller each month an additional amount equal to 1/12 of the estimated annual amount real estate taxes and any special installments. Seller shall pay these taxes and assessments and provide Purchaser with proof of such payment. The estimated amount shall be adjusted from time to time to account for any fluctuation in the actual amount of real estate taxes and special assessments.
8. **Insurance.**
 - a. Purchaser shall obtain and keep in force fire and extended coverage insurance in the name of Seller covering the Premises and the Personal Property with a loss-payable clause or other endorsement making the proceeds payable to Seller and Purchaser as their respective interests may appear, with insurers and endorsements, including an agreed-amount endorsement, satisfactory to Seller in an amount not less than the replacement cost of the improvements on the Premises and the Personal Property, and shall deliver to Seller copies of the insurance policies and proof of payment of premiums within [number] days of the receipt of the policy or payment of the premium.
 - b. In addition Purchaser shall obtain and maintain in force commercial general liability insurance in an amount not less than \$[amount] per occurrence and \$[amount] in the aggregate covering any personal injury or property damage that may occur on or about the premises.
 - c. All insurance policies obtained under this contract by Purchaser shall name Seller as an insured party to the extent of Seller's interest and shall include a requirement that the policy may not be canceled without at least 30 days' advance written notice to Seller. Further, all insurance policies obtained under this contract shall provide that the insurance company waives all right of recovery by way of

subrogation against either party in connection with any damage or injury covered by the policy.

9. **Disposition of insurance proceeds.** If there is a loss, Purchaser shall give prompt notice to the insurance carrier and to Seller. At Purchaser's election, the insurance proceeds may be applied to the restoration or repair of the damaged Premises or be applied to the principal and accrued interest and to all other amounts owed under this Agreement, whether or not then due, with any excess paid to Purchaser. If insurance proceeds are applied to principal, the parties shall recompute the monthly payments owed under section 3, using the outstanding principal balance, a [number]-year amortization, and [percentage] interest rate.
10. **Tax or insurance default.** If Purchaser fails to make any payment of taxes or insurance when due or to obtain or maintain policies of insurance, Seller may
- pay the taxes, assessments, or insurance premiums and add them to the unpaid balance on the Agreement;
 - pay the taxes, assessments, or insurance premiums and treat Purchaser's failure to pay them as a default under this Agreement; or
 - not pay the taxes, assessments, or insurance premiums and treat Purchaser's failure to pay them as a default.
11. **Additional security.** In addition to the Premises described in this Agreement, Purchaser's obligations are secured by a security interest granted in favor of Seller in and to the Personal Property that may be perfected by way of filing a UCC-1 Financing Statement as to the Personal Property and also as to the collateral generally described as:

All accounts, chattel paper (both tangible and electronic), goods, inventory, equipment, fixtures, payment intangibles, general intangibles, software, instruments, letters of credit, letter-of-credit rights, money, documents, deposit accounts, investment property, commodity contracts, commodity accounts, farm products, timber to be cut, oil, gas and other minerals before extraction, as-extracted collateral, vehicles, manufactured homes and supporting obligations, and all products and their proceeds, whether now owned or later acquired. Terms used in the preceding collateral description shall have the respective meanings accorded such terms in the Uniform Commercial Code as in force in the state of Michigan from time to time after the date of this Agreement.

If Purchaser fails to perform any of the covenants or conditions in this Agreement or in the other documents signed in conjunction with this Agreement, Seller, in addition to all other remedies set forth in this Agreement, may give Purchaser a written notice specifying the default and informing Purchaser that if the default continues for [number] days after service of the notice, that Seller may, on notice to Purchaser, take action to recover the Personal Property concurrently with an action to recover the Premises from Purchaser so that possession of both the Premises and the Personal Property will be returned to Seller at the same time.

12. **Enforcement on default.** If Purchaser fails to perform any of the covenants or conditions in this Agreement or violates the other documents signed in conjunction with this Agreement, Seller, in addition to any other rights that Seller may have, may

- a. give Purchaser a written notice specifying the default and informing Purchaser that if the default continues for [number] days after service of notice that Seller will without further notice declare the entire balance due and payable, and proceed to foreclose the Agreement or to obtain a money judgment against Purchaser under the common law or the statutes of the state of Michigan or
- b. not declare the entire balance due and payable, and proceed under the common law or the statutes of the state of Michigan, including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under this Agreement or any other breach of this Agreement, but if Seller elects to proceed under this subsection, Seller shall give Purchaser a written notice of forfeiture specifying the default that has occurred and shall give Purchaser [number] days after service of the notice of forfeiture to cure the default.

If Seller invokes any of Seller's remedies to enforce this Agreement after default by Purchaser, Seller, in addition to the remedies set forth above, on receipt of a judgment or one of the remedies elected above, is entitled to receive from Purchaser, on demand, payment of or reimbursement for all expenses, including but not limited to title searches and Seller's attorney fees incurred by Seller in connection with Seller's enforcement of Seller's rights under this Agreement.

13. **Purchaser's acceptance of title to and condition of premises.** Purchaser agrees to accept as merchantable the title disclosed at closing to the Premises and the Personal Property and accepts the Premises and the Personal Property as is. Seller has made no warranties or representations regarding the Premises or Personal Property. Purchaser has made its own independent investigation of the title to and condition of the Premises and the Personal Property to its satisfaction and waives and releases Seller from any and all claims by Purchaser regarding the condition of the Premises. If any lien encumbrances or mortgages filed against Seller's interest are not satisfied by the date required for the final payment under this Agreement, Purchaser has a right to pay the liens and offset against the final payment all of Purchaser's costs in having the liens discharged.
14. **Conveyance.** On full final payment of the principal and interest of this Agreement within the time and in the manner required by this Agreement, together with all other sums chargeable to Purchaser under this Agreement, and on full performance of Purchaser's covenants and obligations under this Agreement, Seller shall convey the Premises and the Personal Property to Purchaser by warranty bill of sale and warranty deed, subject to easements, rights-of-way, building and use restrictions, and restrictions of record at the date of this Agreement, and free from all other encumbrances except those, if any, that Purchaser has assumed and any as have arisen through the acts or neglects of Purchaser or others holding through Purchaser.
15. **Service of notices.** Any and all notices are sufficient when served
 - a. by personal service on the party or a member of the party's family or an employee of the party of suitable age and discretion with a request that the notice or demand be personally delivered to the party or
 - b. by depositing the notice or demand with the U.S. Postal Service with postage fully prepaid by first-class mail, addressed to the party at the party's last known address.

16. **Time of essence.** It is understood and agreed that time is deemed of the essence of this Agreement.
17. **Guaranty.** The performance of Purchaser's obligations to Seller under this Agreement are guaranteed by [Guarantor]
18. **Binding effect.** The covenants and agreements of this Agreement shall bind the heirs, assigns, and successors of the respective parties.
19. **Whole agreement.** This Agreement constitutes the entire agreement between the parties and is deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.
20. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of Michigan. If any provision of this Agreement conflicts with any statute or rule of any law in Michigan or is otherwise unenforceable for any reason, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in [county], Michigan.
21. **Memorandum.** The parties shall sign and deliver to each other a memorandum of this contract, and either party may record the same with the [county] County Records.
22. **Amendments.** This Agreement may be amended or modified only by a document in writing signed by each of the parties to this Agreement.
23. **Effective date.** The parties have signed this Agreement in duplicate and it is effective as of above date.

[ROUGH DRAFT FORM – SIGNATURE LINES REQUIRED]

GUARANTY OF LAND CONTRACT

[Guarantor] of [address] (Guarantor), in consideration of the sale of the Premises and the Personal Property to Purchaser, and other good and valuable consideration, does hereby covenant and agree that:

A. The Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to Seller the full and complete performance of all of Purchaser's covenants and obligations under the Land Contract and the full payment of all amounts required to be paid under the Land Contract. Guarantor's obligations hereunder shall be primary and not secondary and are independent of the obligations of Purchaser.

B. A separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against Purchaser or whether Purchaser shall be joined in any such action or actions. At Seller's option, the Guarantor may be joined in any action or proceeding commenced by Seller against Purchaser in connection with and based upon any covenants and obligations of the Land Contract, and the Guarantor hereby waives any demand by Seller and/or prior action by Seller of any nature whatsoever against Purchaser.

C. The Guarantor consents to forbearance, indulgences and extensions of time on the part of Seller being afforded to Purchaser, the waiver from time to time by Seller of any right or remedy on its part as against Purchaser. The Guarantor hereby agrees that no act or omission on the part of Seller, shall affect or modify the obligation and liability of the Guarantor hereunder.

D. This Guaranty shall remain and continue in full force and effect, notwithstanding (i) any alteration of the Land Contract by the parties thereto, whether prior or subsequent to the execution hereof, (ii) any renewal, extension, modification or amendment of the Land Contract, (iii) any subletting of the Premises or assignment of Purchaser's interest in the Land Contract. The Guarantor does hereby waive notice of any of the foregoing and agrees that the liability of the Guarantor hereunder shall be based upon the obligations set forth in the Land Contract as the same may be altered, renewed, extended, modified, amended or assigned. The Guarantor further waives all notice of the acceptance of the Land Contract and notice of breach, default or nonperformance by Purchaser of its obligations under the Land Contract.

E. The Guarantor's obligations hereunder shall remain fully binding although Seller may have waived one or more defaults by Purchaser, extended the time of performance by Purchaser, released, returned, or misapplied other collateral given later as additional security (including other guaranties) and released Purchaser from the performance of its obligations under the Land Contract.

F. Guarantor hereby represents and warrants to Seller that the execution and delivery of this Guaranty and the performance of all of Guarantor's obligations hereunder does not violate any law or regulation to which Guarantor is subject; that Guarantor's execution of this Guaranty is duly authorized; and that this Guaranty constitutes a valid, binding and legally enforceable obligation of Guarantor. Guarantor further agrees to execute and deliver any and all other

documents and take any and all other steps or actions reasonably deemed necessary by Seller to effectuate this Guaranty.

G. In the event any action or proceeding be brought by Seller to enforce this Guaranty, or Seller appears in any action or proceeding in any way connected with or growing out of this Guaranty, then and in any such event, the Guarantor shall pay to Seller reasonable attorneys' fees. The Guarantor in any suit brought under this Guaranty does hereby submit to the jurisdiction of the courts of the State of Michigan and to venue in Ingham County, Michigan.

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

I. This Guaranty shall be applicable to and binding upon the heirs, representatives, successors and assigns of Seller, Purchaser and the Guarantor.

GUARANTOR:

Dated: [dated]

[Guarantor], Individually

Conditional License Application (MLCC)



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

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Conditional License Application (Ownership Transfer)

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

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): Lorenzo's, LLC

Address to be licensed: 1247 Center Street

City: Lansing

Zip Code: 48906

City/township/village where license will be issued: City of Lansing

County: Ingham

Email address (REQUIRED): brewer62@hotmail.com

An email address is required for us to send you a password setup email for the Online Ordering (OLO) system for ordering spirits online.

The email generated for an online ordering password will contain an unique link that cannot be used by anyone other than the recipient of the email that will be sent to the email address you enter above. Please make sure that the email address you enter above is for someone that will be setting up and maintaining your online ordering account.

1. Does the property owner for the address above have any interest in a manufacturer or wholesaler license? ☐ Yes ☒ No

2. Will the applicant have any agreement with a third party not named on the license in which the third party will receive a percentage of the gross sales or net profits? ☐ Yes ☒ No
If Yes, submit a copy of the agreement with this application.

3. Describe the type of business and business activities proposed for this location: This is a night club.

Current licensee/seller name: Donall Entertainment, Inc.

Part 2 - Fee & Required Documents

- ☒ \$300.00 Conditional License Fee - Make Check Payable to **State of Michigan**
- ☒ Completed application for the transfer of a license - See Form LCC-100
- ☒ Valid Proof of Financial Responsibility (Liquor Liability Insurance) - See Form LC-95
- ☒ An acceptable, executed property document, such as a lease, land contract, or deed.

For the transfer of only a Specially Designated Merchant license, a copy of the Retail Food Establishment license or Extended Retail Food Establishment license issued under the Food Law of 2000 in the name of the applicant, pursuant to MCL 436.1533(1).

If the current licensee has a Catering Permit, the applicant for a conditional license must submit a copy of its Food Service Establishment License or Retail Food Establishment License issued under the Food Law of 2000 to qualify for a conditional Catering Permit.

If the current licensee has a Living Quarters Permit, the applicant for a conditional license must complete the Living Quarters Permit Application (LCC-203).

☒ A diagram of the proposed licensed premises. The diagram must indicate where the sale, service, and consumption of alcoholic liquor will occur within the proposed licensed premises, as applicable to the type of license being transferred.

Leave Blank - MLCC Use Only
Fee Code 4012

Part 3 - Signature of Applicant

I certify that:

- I certify that all information contained in my application for conditional and permanent license is true and accurate.
- I understand that a conditional license issued to me by the Commission is nontransferable and nonrenewable.
- I understand that it is my responsibility to maintain acceptable proof of financial responsibility for my conditional license.
- I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules.
- I understand that issuance of a conditional license does not guarantee approval of a permanent license.
- I understand my conditional license will be issued only after receipt of the current license for escrow.
- 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.

☒ I certify that I understand that a conditional license approved by the Commission will not be issued unless the current licensee/seller's license is placed into escrow under one of the options selected by the current licensee/seller in Part 4 on Page 2 of this application.

Adam Q. Brewer, Sole Member

Print Name of Applicant & Title

Signature of Applicant

Date

9-10-2021

Part 4 - Current Licensee/Seller's Acknowledgement of Conditional License Request

Please select one of the following options regarding the escrow status of your (the seller's) license, initial next to your selection, and sign below:

☐ My license has been placed into escrow. I understand and acknowledge that a conditional license will be issued to the applicant listed on this application upon approval of the Commission without further notification to me prior to issuance of the conditional license.	Current Licensee/Seller's Initials
☐ My license is not in escrow. I consent to the Commission placing my license into escrow administratively pursuant to MCL 436.1525(11) at the time that a conditional license will be issued to the applicant listed on this application upon approval of the Commission. I understand and acknowledge that a conditional license will be issued to the applicant listed on this application upon approval of the Commission without further notification to me prior to issuance of the conditional license.	Current Licensee/Seller's Initials
☒ My license is not in escrow. I shall submit my license and permit documents to be placed into escrow upon approval of a conditional license for the applicant listed on this application. I understand and acknowledge that a conditional license will not be issued to the applicant listed on this application upon approval of the Commission unless my license has been placed into escrow.	JP Current Licensee/Seller's Initials

Thomas Pownall

Print Name of Current Licensee/Seller & Title

Thomas Pownall

Signature of Current Licensee/Seller

9/21/21

Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Overnight packages: 2407 N. Grand River Ave, Lansing, MI 48906

Fax to: 517-284-8557



Michigan Department of Licensing and Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005, Lansing, MI 48909-7505

Proof of Financial Responsibility

(Authorized by MCL 436.1803)

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

1. LICENSEE MAILING ADDRESS

Lorenzo's LLC
2177 Tamarack Drive
Okemos, MI 48864

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

LICENSE NUMBER: Conditional
Lorenzo's LLC

1247 Center St
Lansing, MI 48906

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

Insurance Policy Number: CILL025974	Effective Date: 9/23/2021 TO 9/23/2022
Insurance Company Name and Address: Conifer Insurance Company - 550 W. Merrill Street, Suite 200 Birmingham, MI 48009	

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

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

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

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

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

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

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

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

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

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

13. Authorized Insurance Agent or Bank Representative: (signature)

11. Date: **9/24/2021**

12. Telephone No.
248-559-0840

14. Type or Print Name and Title of Authorized Insurance Agent or Bank Representative:

**Conifer Insurance Company
Nicholas J. Petcoff, President**

LC-99 (REV. 04/11)
AUTHORITY: PA 56 of 1996
COMPLETION: Mandatory
PENALTY: No license granted

LARA is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

LORENZO'S, LLC

ID Number: 802554075

received by electronic transmission on November 10, 2020 ***, is hereby endorsed.***

Filed on November 10, 2020, ***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 10th day of November, 2020.

Linda Clegg

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

4. AN ACT OR OMISSION OCCURRING BEFORE THE DATE WHEN THIS ARTICLE BECOMES EFFECTIVE.

Signed this 10th Day of November, 2020 by the organizer(s):

Signature	Title	Title if "Other" was selected
Nicholas M. Oertel, Esq.	Organizer	

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

☐ Decline ☒ Accept

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:

LORENZO'S, LLC

Article II

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

Article III

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

Article IV

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

1. Agent Name: ADAM BREWER
2. Street Address: 2177 TAMARACK DRIVE
Apt/Suite/Other:
City: OKEMOS
State: MI

Zip Code: 48864

3. Registered Office Mailing Address:

P.O. Box or Street Address: 2177 TAMARACK DRIVE
Apt/Suite/Other:
City: OKEMOS
State: MI

Zip Code: 48864

Article V

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

THE BUSINESS OF THE LIMITED LIABILITY COMPANY IS TO BE MANAGED BY OR UNDER THE AUTHORITY OF ITS MEMBERS.

ARTICLE VI

NO MEMBER SHALL HAVE ANY LIABILITY TO THE COMPANY OR ITS MEMBERS FOR BREACH OF ANY DUTY ESTABLISHED IN SECTION 404 OF THE ACT; PROVIDED, HOWEVER, THAT THIS ARTICLE DOES NOT ELIMINATE OR LIMIT THE LIABILITY OF A MEMBER FOR ANY OF THE FOLLOWING:

1. THE RECEIPT OF FINANCIAL BENEFIT TO WHICH THE MEMBER IS NOT ENTITLED;
2. LIABILITY UNDER SECTION 308 OF THE ACT;
3. A KNOWING VIOLATION OF THE LAW; OR

**OPERATING AGREEMENT
OF
LORENZO'S, LLC**

TABLE OF CONTENTS

ARTICLE 1 - ORGANIZATION	1
ARTICLE 2 - SOLE MEMBER	1
ARTICLE 3 - MANAGEMENT OF THE COMPANY	2
ARTICLE 4 - BOOKS, RECORDS AND ACCOUNTING	2
ARTICLE 5 - COMPANY CAPITAL.....	3
ARTICLE 6 - ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS	3
ARTICLE 7 - DISPOSITION OF MEMBERSHIP INTEREST.....	3
ARTICLE 8 - LIMITATION OF LIABILITY, INDEMNIFICATION	4
ARTICLE 9 - DISSOLUTION.....	4
ARTICLE 10 - MISCELLANEOUS	5
ARTICLE 11 - DEFINITIONS	6

**OPERATING AGREEMENT
OF
LORENZO'S, LLC**

THIS OPERATING AGREEMENT is entered into effective as of November 10, 2020, to govern the affairs of LORENZO'S, LLC, a Michigan limited liability company. The sole member of the Company is ADAM BREWER.

Definitions are in **Article 11**.

ARTICLE 1 - ORGANIZATION

- 1.1. Formation.** The Company has been organized as a Michigan limited liability company by filing the Articles with the state of Michigan, as required by the Act.
- 1.2. Name.** The name of the Company is Lorenzo's, LLC. The Company's name may be changed by amendment to the Articles, in which case, the Company's name for purposes of this Agreement will be as stated in the Articles. The Company may also conduct its business under one or more assumed names.
- 1.3. Registered Office and Resident Agent.** The registered office and resident agent of the Company are designated in the Articles. The registered office or resident agent may be changed in accordance with the Act.
- 1.4. Purpose of Business.** The Company may engage in any lawful activity in which a limited liability company may engage pursuant to the Act. The Company has all powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.
- 1.5. Duration.** The term of the Company will commence on the date on which the Articles are filed with the state of Michigan and will continue in existence for the period fixed in the Articles or until the Company dissolves and winds up its affairs in accordance with the Act or this Agreement.
- 1.6. Disregarded Entity.** For federal income tax purposes, the Company will be treated as a disregarded entity.

ARTICLE 2 - SOLE MEMBER

- 2.1. Sole Member.** The Member is the only Person admitted to the Company, is the only Person who holds a Membership Interest in the Company, and has all the rights granted to a member under the Act.
- 2.2. Related Party Transactions.** If the Member loans money to or transacts business with the Company, the Member's rights and obligations are the same as those of a Person who is not a member, except as otherwise provided by law. No transaction with the Company is voidable merely because the Member has a direct or indirect interest in the transaction.

- 2.3. **Other Business Interests.** The Member may have other business interests and engage in other activities in addition to those relating to the Company. The Member has no obligation to present any business opportunity to the Company. No claim may be asserted against the Member by or on behalf of the Company for misappropriation of business opportunities.
- 2.4. **Compensation and Reimbursement.** The Company may compensate the Member for services performed on behalf of the Company. The Member is entitled to reimbursement for expenses reasonably incurred in connection with the business of the Company, upon substantiation of the expenses in accordance with standard Company policy.

ARTICLE 3 - MANAGEMENT OF THE COMPANY

- 3.1. **Management.** The Member will manage the Company's business.
- 3.2. **General Powers.** The Member has the power to do all things necessary or convenient to carry out the Company's business.
- 3.3. **Standard of Care.**
- (A) The Member will discharge the Member's management duties in good faith, with the care an ordinarily prudent Person in a like position would exercise under similar circumstances, and in a manner the Member reasonably believes to be in the best interests of the Company.
 - (B) As permitted in the Act, the Member may rely on information, opinions, reports, or statements, including financial statements or other financial data.
- 3.4. **Officers.** The Member may appoint officers of the Company to conduct day to day affairs of the Company. The officers appointed by the Member may consist of a President, a Secretary, a Treasurer, one or more Vice Presidents, and other officers that the Member desires. An officer will hold office for the term for which he or she is appointed and until the officer's successor is appointed, or until the officer's resignation or removal. Two or more offices may be held by the same person, but an officer will not execute an instrument in more than one capacity, if the instrument is required by law or this Agreement to be executed by two or more officers.

ARTICLE 4 - BOOKS, RECORDS AND ACCOUNTING

- 4.1. **Books and Records.** The Company will maintain, in paper or electronic form, books and records of the Company's business and affairs in the Company's registered office or principal place of business as required by the Act.
- 4.2. **Fiscal Year; Accounting.** The Company's fiscal year will be the calendar year unless the Member selects otherwise. The Member will select the particular accounting methods to be followed by the Company.

- 4.3. **Deposit Accounts.** All funds of the Company will be deposited in one or more deposit accounts or investment accounts in the name of the Company. The Member will determine the institutions at which the accounts will be opened, the authorized signatories, and all other matters relating to these accounts.

ARTICLE 5 - COMPANY CAPITAL

- 5.1. **Capital Contribution.** The Member has made the capital contributions reflected in the Company's records.
- 5.2. **Additional Capital.** The Member is not obligated to make additional capital contributions, but may do so. A promise by the Member to contribute capital to the Company is not enforceable unless in writing and signed by the Member. The Member may revoke or compromise a promise to contribute.
- 5.3. **Loans.** The Member may make or cause a loan to be made to the Company on those terms upon which the Member and the Company agree. The amount of the loan or advance will not be treated as a capital contribution but will be a debt due from the Company. The Member is not obligated to make loans to the Company.

ARTICLE 6 - ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS

- 6.1. **Allocations.** Except as required by the Code, net profits, net losses, and other items of income, expense, gain, loss, deduction and credit of the Company will be allocated to the Member.
- 6.2. **Distributions.** The Company may make distributions as permitted by the Act and approved by the Member.

ARTICLE 7 - DISPOSITION OF MEMBERSHIP INTEREST

- 7.1. **Transfer.** The Member may Transfer the Member's Membership Interest in whole or in part; except that the Member may Transfer less than all of the Member's Membership Interest only if all of the resulting members enter into a new multiple-member operating agreement that addresses voting rights, allocations of profit and loss, timing of distributions, buy-sell provisions, and other matters customarily addressed in a multiple-member limited liability company operating agreement. Any attempt to Transfer less than all of the Member's Membership Interest without entering into a multiple-member operating agreement will be void. If the Member Transfers all of the Member's Membership Interest to a single transferee, the Membership Interest will remain subject to the terms of this Agreement, until the time that the transferee modifies this Agreement.
- 7.2. **Transfer To A Revocable Trust.** The Member may Transfer the Member's Membership Interest to a revocable living trust in which the Member is the sole beneficiary during the Member's lifetime. Upon the Member's death, the trustee or successor trustee of the revocable living trust will become a substitute member with all of the rights and powers of the Member.

- 7.3. Transfer On Death Designation.** Notwithstanding anything in this Agreement to the contrary, the Member may designate a transfer on death ("TOD") beneficiary of the Member's Membership Interest by registering his or her Membership Interest in beneficiary form pursuant to Article VI (Nonprobate Transfers on Death) of the Estate and Protected Individuals Code, MCL § 700.6301 et. seq. The registration of the Membership Interest in beneficiary form will not affect ownership of the Membership Interest until the death of the Member. The Member may cancel a TOD beneficiary designation at any time, without the consent or knowledge of the designated beneficiary. A transfer on death of the Membership Interest resulting from the registration of a Membership Interest in beneficiary form is not testamentary. MCL § 700.6309.
- 7.4. Additional Members.** The Company may admit one or more additional members only with the Member's approval. No additional members may be admitted unless this Agreement is amended as provided in **Section 7.1**.

ARTICLE 8 - LIMITATION OF LIABILITY, INDEMNIFICATION

- 8.1. Limitation of Member Liability.** The Member is not liable for any liability of the Company, except to the extent expressly assumed by the Member or as otherwise required by law. Except as provided in the Act or the Articles, the Member is not liable for monetary damages or otherwise to the Company for any act or inaction, including a breach of **Section 3.3(A)**, any fiduciary duty, or any duty established in Section 404 of the Act.
- 8.2. Indemnification of the Member.** The Company must indemnify and hold the Member harmless from and against all losses, expenses, attorney fees, claims, and demands sustained by the Member by reason of any acts or omissions or alleged acts or omissions of the Member in the Member's capacity as a member, including judgments, settlements, penalties, fines, attorney fees, and other expenses incurred in a proceeding to which the Member is a party or threatened to be made a party. However, the Company may not indemnify the Member, to the extent that, after a factual determination by a competent court, it is determined that the Member is not entitled to indemnification under the Act.

ARTICLE 9 - DISSOLUTION

- 9.1. Dissolution.** The Company will be dissolved and its affairs wound up upon the happening of any of the following events:
- (A) at the time specified in the Articles, if any;
 - (B) upon the entry of a decree of judicial dissolution; or
 - (C) upon written consent of the Member.
- 9.2. Winding Up.** On dissolution, the Company will cease carrying on its business and affairs and will begin to wind them up. The Company will complete the winding up as soon as practicable.

- 9.3. **Distribution of Assets Upon Dissolution.** Upon winding up of the Company, the Company will distribute its assets to its creditors and the Member in a manner consistent with the requirements of the Act.

ARTICLE 10 - MISCELLANEOUS

- 10.1. **Governing Law.** This Agreement will be governed by the laws of the state of Michigan, without regard to conflict of law provisions.
- 10.2. **Amendment.** The Member may amend or revoke this Agreement at any time by a written document signed by the Member and the Company.
- 10.3. **Severability.** If any provision of this Agreement becomes or is declared to be unenforceable, the remainder of this Agreement will not be affected and this Agreement will be enforced to the greatest extent permitted by law.
- 10.4. **Proper Notices.** All notices and other communications required or permitted under this Agreement will be deemed to have been given if mailed, postage paid; transmitted by electronic transmission, including electronic mail or facsimile; personally delivered; or delivered by a commercial delivery service, to the address reflected in the Company's records.
- 10.5. **Headings.** The section headings contained in this Agreement are provided for convenience only. They are not intended to be used in interpreting the meaning of any provision of this Agreement.
- 10.6. **Entire Agreement.** This Agreement and the Articles are the entire agreement among the parties with respect to their subject matter, and supersede any prior negotiation, representation, correspondence, or agreement between the parties relating to the matters addressed in this Agreement and the Articles.
- 10.7. **Binding Effect.** This Agreement will be binding upon and will inure to the benefit of the parties, and their respective distributees, heirs, successors, and assigns.
- 10.8. **Creditors.** None of the provisions of this Agreement will be for the benefit of or enforceable by any creditor of the Company or the Member, or any other third party.
- 10.9. **Interpretation.** When permitted by context, each pronoun used in this Agreement includes the same pronoun in other numbers and genders, and each noun used in this Agreement includes the same noun in other numbers. As used in this Agreement, the words "include" and "including" and their variants are not terms of limitation but are instead deemed to be followed by the words "without limitation." Except as otherwise indicated in the context, all references in this Agreement to "Articles," "Sections" and "Schedules" are intended to refer to the Articles, Sections and Schedules of this Agreement. Except as otherwise indicated in the context, all references in this Agreement to a "party" or "parties" are intended to refer to the parties to this Agreement.

ARTICLE 11 - DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- 11.1. **"Act"** means the Michigan Limited Liability Company Act, as amended.
- 11.2. **"Agreement"** means this Operating Agreement, as amended.
- 11.3. **"Articles"** means the Articles of Organization of the Company.
- 11.4. **"Code"** means the Internal Revenue Code of 1986, as amended.
- 11.5. **"Company"** means the Michigan limited liability company named in this Agreement.
- 11.6. **"Member"** means Adam Brewer or any substitute Member admitted in accordance with the provisions of this Agreement.
- 11.7. **"Membership Interest"** means the Member's rights in the Company, including the right to receive distributions and the right to vote.
- 11.8. **"Person"** means an individual or entity, including a partnership, limited liability company, trust, corporation, or governmental entity.
- 11.9. **"Transfer"** as it relates to a Membership Interest means any transaction that results in another Person becoming a Member.

[Signature Page Follows]

The Company and the Member enter into this Operating Agreement as of the date listed on the first page of this Agreement.

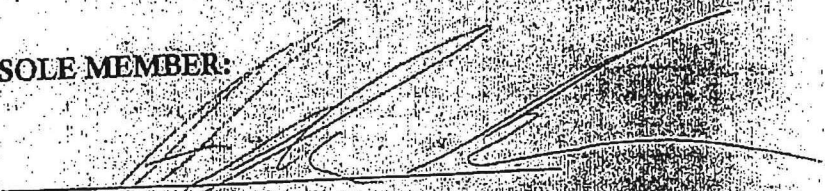
COMPANY:

LORENZO'S, LLC

By: 

Adam Brewer, Sole Member

SOLE MEMBER:


Adam Brewer, Individually

[Signature Page to Operating Agreement]



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☐ Transfer Ownership	☒ Class C
☐ Transfer Location	☒ SDD
☐ Add Partner	☐ SDM
☐ Drop Partner	☐ Tavern
☐ Other:	☒ Other: Brew Pub Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

Location Approval

Signature & Date

Chief of Police [Signature] #31 10/4/21

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

City Treasurer _____

Building Approval

Signature & Date

[Signature] #31 10-4-21 Pdl

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☐ Transfer Ownership	☒ Class C
☐ Transfer Location	☒ SDD
☐ Add Partner	☐ SDM
☐ Drop Partner	☐ Tavern
☐ Other:	☒ Other: Brew Pub Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal Mark Langer 10/19/2021

Mark Langer 10/19/2021

Planning/Zoning _____

Building Comm. _____

City Treasurer _____

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



Chris Swope

Lansing City Clerk

REPORT ON APPLICATION FOR:

- ACTION**
- ☐ Transfer Ownership
 - ☐ Transfer Location
 - ☐ Add Partner
 - ☐ Drop Partner
 - ☐ Other:

- TYPE OF LICENSE**
- ☒ Class C
 - ☒ SDD
 - ☒ SDM
 - ☐ Tavern
 - ☒ Other: Brew Pub
Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

Location Approval

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning [Signature] 10/1/21

Building Comm. _____

City Treasurer _____

Building Approval

Signature & Date

[Signature] 10/1/21

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**



Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

<u>ACTION</u>	<u>TYPE OF LICENSE</u>
☐ Transfer Ownership	☒ Class C
☐ Transfer Location	☒ SDD
☐ Add Partner	☐ SDM
☐ Drop Partner	☐ Tavern
☐ Other:	☒ Other: Brew Pub Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

Location Approval

Building Approval

Signature & Date

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

City Treasurer _____

Date to City Council _____

**PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov
or FAX 517-377-0068**

Lorenzo's LLC

Approvals

Instructions to City Treasurer: Choose an approval decision on the Treasurer Approval row, and click **Submit**.

License Desk Approval ☒ Approved ☐ Denied

Police Approval ☐ Approved ☐ Denied

Fire Marshal Approval ☐ Approved ☐ Denied

Zoning Approval ☐ Approved ☐ Denied

Building Safety Approval ☐ Approved ☐ Denied

Treasury Approval ☒ Approved ☐ Denied

Treasurer Approval* ☒ Approved ☐ Denied

Clerk Approval ☐ Approved ☐ Denied

Attachments

Treasury Form for all Stakeholders	Lorenzo COL Liquor App.pdf	1.09MB
---	----------------------------	--------

Copy of Michigan Liquor Control Commission Application	Lorenzo SOM liquor app and other documetation...	21.2MB
---	--	--------

Building Plans

Your application is required to be notarized per the Ordinance. Please click the link below and print, complete, sign and have notarized, and attach the completed form to the application using the button below. **Download Notarization Document**

Notarization Document*	Lorenzo COL Liquor App.pdf	1.09MB
-------------------------------	----------------------------	--------

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if this license is granted.

Signature

See enclosed paper application attached. b6

Date Submitted 9/29/2021