

AGENDA

Committee on City Operations AGENDA FOR APRIL 17, 2024 AT 4:00 PM



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

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.
To view the meeting live: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Jackson, Chairperson

Council Member Hussain, Vice Chairperson

Council Member Kost, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. April 3, 2024
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Fireworks Display License; Pyrotecnico Fireworks Inc. at Oak Park on the 4th of July
 - C. RESOLUTION - Fireworks Display License; Lansing Lugnuts & Pyrotecnico Fireworks Inc. at Jackson Field for multiple dates
 - D. RESOLUTION - Noise Special Permit; Michigan Department of Transportation request to allow for work activities to take place on I-496/US-127
 - E. RESOLUTION - Noise Special Permit; Hoffman Brothers request to allow for the Michigan Avenue Reconstruction Project
 - F. RESOLUTION - Claim Appeal; Claim #2038, Haideyvis Sardinas Ramirez for \$375 in trash fees at 1110 Bensch Street
 - G. RESOLUTION - Liquor License Transfer; Forever Friendship, Inc. request for transfer of Class C Liquor License and SDM Permit from Tannin, LLC to Forever Friendship, Inc., at 727 E. Miller Road
- 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
Wednesday, April 3, 2024 @ 4:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Jackson called the meeting to order at 4:00p.m.

PRESENT

Council Member Jackson, Chair
Council Member Hussain, Vice-Chair
Council Member Kost, Member

OTHERS PRESENT

Renee Richmond, Council Administrative Assistant
Emily Linden, Internal Auditor
Matt Staples, OCA
Ana Whitman, Junior League of Lansing
Jake Brower
Sharon Frischman, City Assessor
Jennifer Czeiszperger, City Assessor

MINUTES

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES AS AMENDED, CORRECT THE WORD FEED TO FEES ON SECOND PAGE, 2 PARAGRAPH AND TO CORRECT SECOND PAGE THIRD PARAGRAPH FIRST SENTENCE TO REFLECT IMPROVEMENT INSTEAD OF MOVEMENT FROM MARCH 20, 2024, AS PRESENTED. MOTION CARRIED 3-0.

PUBLIC COMMENT

No public comment at this time.

Discussion/Action

RESOLUTION – Community Funding Application; Junior League of Lansing; bRUNch and walk with League 5k race

Ms. Whitman informed the Committee that the Junior League/s mission is to advance women's leadership for meaningful community impact through volunteer action, training and development and collaboration. They have 200 members through fundraising work with the community focusing on food and shelter, they have given back into the community. Councilmember Hussain asked if this is the first event, Ms. Whitman responded it is their second, the first was held in Haslett and they wanted to come into Lansing and get involved.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE COMMUNITY FUNDING APPLICATION FOR JUNIOR LEAGUE OF LANSING; BRUNCH AND WALK WITH LEAGUE 5K RACE IN THE AMOUNT OF \$425. MOTION CARRIED 3-0.

RESOLUTION – Appointment; Jake Brower for consideration as the Lansing Member of the Joint Building Authority Board of Commissioners for a term to expire June 30, 2026

Mr. Brower stated the role the Board needs is to oversee financing of the Veteran's Memorial Courthouse and he's interested in making sure the board is fulfilling all obligations and things are fiscally responsible. Councilmember Jackson asked if it has to be someone from the Administration and will it interfere with his role as CSO for the City. Mr. Brower responded that the Administration approached him and this is independent of his role for the City. Councilmember Jackson stated for the record that concerns from Council with him doing a dual role for the City and now adding this as well. Mr. Brower said the role is on an as needed basis so it wouldn't interfere and feels his day job would assist with the Board role. Councilmember Kost noted the application was completed on 09/06/2023, seven months ago and why he wanted to serve, Mr. Brower answered he was approached by the Administration if he was interested and he said yes.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION TO APPOINT JAKE BROWER FOR CONSIDERATION AS THE LANSING MEMBER OF THE JOINT BUILDING AUTHORITY BOARD OF COMMISSIONERS FOR A TERM TO EXPIRE JUNE 30, 2026. MOTION CARRIED 3-0.

RESOLUTION – Setting a Public Hearing on Special Assessment; Glenburne Commons, Trash & Grass Abatement

Ms. Frischman recapped this is a 4 acre parcel in a subdivision and the City has been doing the mowing and trash maintenance for years and charging back in the form of a special assessment, it is spread over the units and reduces the burden. Councilmember Hussain asked if it was per building, Ms. Frischman answered per dwelling and this year's total cost is \$21,660. Councilmember Kost asked what last years cost was, Ms. Frischman noted it was about the same.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION IN SETTING A PUBLIC HEARING ON SPECIAL ASSESSMENT; GLENBURNE COMMONS, TRASH & GRASS ABATEMENT. MOTION CARRIED 3-0.

Other

Adjourn

Adjourned at 4:19pm

Submitted by Renee Richmond

Recording Secretary, Lansing City Council

Approved by the Committee on

Action History (UTC-06:00) Central Time (US & Canada)

Submit

by Scott, Tracy 2/21/2024 12:56:22 PM (Form Submission)

Submit

by Scott, Tracy 2/27/2024 1:31:19 PM (License Desk Approval)

- The task was assigned to Scott, Tracy 2/21/2024 12:56:23 PM

Submit

by Diller, Melissa 2/27/2024 1:37:42 PM (Treasury Approval)

- The task was assigned to Diller, Melissa 2/27/2024 1:31:21 PM

Submit

by O'Boyle, Amanda 2/27/2024 2:06:34 PM (Attorney Approval)

- The task was assigned to Elie, Holly 2/27/2024 1:31:20 PM
- Elie, Holly reassigned the task to O'Boyle, Amanda 2/27/2024 2:00:29 PM

Submit

by Thomas, Crystal 2/28/2024 7:47:34 AM (Treasurer Approval)

- The task was assigned to Kirkland, Desiree A. 2/27/2024 1:37:43 PM
- Thomas, Crystal reassigned the task to Thomas, Crystal 2/28/2024 7:47:24 AM

Submit

by Watkeys, Andrew 2/28/2024 12:38:39 PM (Police Approval)

- The task was assigned to Watkeys, Andrew 2/27/2024 1:31:21 PM

Submit

by Nisch, Jared C. 3/4/2024 12:09:09 PM (Fire Marshal Approval)

- approved with the condition that life safety plans and correspondence with Fire Marshal's Office occurs before event.
- The task was assigned to Nisch, Jared C. 2/27/2024 1:31:21 PM

Submit

by Swope, Chris 3/12/2024 8:30:09 AM (Clerk Final Approval)

- The task was assigned to Swope, Chris 3/4/2024 12:09:11 PM



Application for Fireworks Display

Instructions

General

- It is highly recommended to have all the documents ready for uploading prior to submission.
- All attachments must be in a PDF format.
- PDF files should be compressed to the smallest size possible.
- If you need more time to get additional documents together, please save your application as a draft and come back to it when you are ready.
- Applications left open for more than 24 hours will need to be started over.
- If you have submitted the wrong document prior to submission of the application, or wish to update a document after submission of the application, please notify the Clerk's Office in writing at city.clerk@lansingmi.gov.
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Payments

- Payment fee must be RECEIVED by the Clerk's Office before the application will be reviewed. Failure to remit payment in a timely manner may result in denial of your application.
- Cash, Credit Card, Debit Card, Check, Electronic Check (ACH) & Money Order are accepted.
- Electronic Checks (ACH), Credit and Debit cards are accepted through the City's Point and Pay site. There is a 3% convenience fee for credit and debit card transactions.

Application Information

License fee: \$150.00 per Display

Application for a license required by this section shall be made in writing to the City Clerk at least 30 business days before the proposed date of the use or display unless application within a shorter period of time is approved by the Fire Marshal. Fill out and submit this form. Bring the materials listed below to the City Clerk's office to complete the application process.

Materials

1. Non-Refundable License fee of \$150
2. Proof of an insurance policy naming the City as co-insured, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least \$500,000.00 for property damage; and (b) at least \$500,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons resulting from the same occurrence.
3. Copies of State issued identification for each person who will operate the display.
4. If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served.

(City Codified Ordinances - Chapter 1615.01-1615-06)

<http://mi-lansing.civicplus.com/171/Business-Licenses>

Business Information

Business Name * Pyrotecnico Fireworks Inc

Address *

Street Address
4369 E Summit Woods NE
Address Line 2
City
Rockford
State / Province / Region
MI
Postal / Zip Code
49341
Country
USA

Phone 616-427-0377

Business Owner Information

Business Owner Name * Stephan Vitale

Address *

Street Address
299 Wilson Rd
Address Line 2
City
New Castle
State / Province / Region
PA
Postal / Zip Code
16101
Country
USA

Phone 724-652-9555

Email * mfalk@pyrotecnico.com

Business Owner Date of Birth * [REDACTED]

Applicant Information

Same as Business Owner? * ☐ Yes ☒ No

Applicant Name * Michael Falk

Address*

Street Address

4369 W Summit Woods Dr NE

Address Line 2

City

Rockford

Postal / Zip Code

49341

State / Province / Region

MI

Country

USA

Phone

616-427-0377

Email*

mfalk@pyrotecnico.com

Display Information

Liability Information

Bond or Insurance (at least one required) * ☐ Bond ☒ Insurance

Insured by (Documentation Attached) * AcisureLLC dba Britton Gallagher & Associates

Insurance Amount * \$ 2,000,000.00

Expiration Date * 10/14/2024

Event Information

Number of Displays 1

Projected Fee \$ 150.00

Display Dates and Times * 7/4/24 10:10pm
(Explain dates/times of instances)

Exact Location of Display * Oak Park park at 601 Leshar Place, Lansing 48910

Type and Quantity of Fireworks to be used in Display * Approx. 1000 aerial display shells ranging in size from 3" to 6" in diameter

Manner and location of the storage of the fireworks prior to the display * No storage-Delivery on date of display

Operators

List all Persons who will Operate the Display

Name *	Age *	Description of Relevant Experience *
Alexandra Stephens	■	6 years experience/20 displays
Michael Gleason	■	6 years experience/15 displays
Austin Richardson	■	3 years experience/8 displays
Christian Roberts	■	2 years experience/5 displays

* Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State, or any local unit of government regulating the sale, use, or possession of fireworks? If yes, please include details

☐ Yes ☒ No

Electronic Signature Agreement *

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree

Signature

I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing. By my signature, I swear or affirm that all information provided in this application is true. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if the license is granted.

Michael Falk

Date Submitted 2/21/2024

Attachments

Attach your completed Treasury form using the **Attach** button, below. If you do not have one, you may download it [here](#).

Treasury Form *	PyroJuly4thoakparktreasury.pdf	330.12KB
Certificate of Insurance *	PyroJuly4thOakParkcoi.pdf	656.87KB
Insurance Endorsement Pages *	PyroJuly4thOakParkendorse.pdf	382.34KB

Initials I confirm that the City of Lansing is named as an Additional Insured Party on BOTH the Insurance Endorsement AND the Certificate of Insurance documentation.



Copy of ID *	PyroJuly4thOakPark.pdf Copy of Photo ID	1.1MB
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Approvals

Please choose your approval decision on the appropriate line and click **Submit**. If you deny, please provide a comment as to why.

License Desk	☒ Approved	☐ Denied
Attorney	☒ Approved	☐ Denied
Police	☒ Approved	☐ Denied
Fire_Marshal	☒ Approved	☐ Denied
Treasury	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
City Clerk *	☒ Approved	☐ Denied

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
City of Lansing
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com												
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Everest Indemnity Insurance Co.</td><td>NAIC # 10851</td></tr><tr><td>INSURER B: Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C: Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER D: Constitution Insurance Company</td><td>32190</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851	INSURER B: Everest Denali Insurance Company	16044	INSURER C: Arch Speciality Ins Co	21199	INSURER D: Constitution Insurance Company	32190	INSURER E:		INSURER F:	
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INSURER D: Constitution Insurance Company	32190												
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1767950156**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	SI8CA00141-232	10/14/2023	10/14/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			82-872096-04-36	10/14/2023	10/14/2024	<table><tr><td>☒ WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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A	Excess Liability #2			SI8EX01314-232	10/14/2023	10/14/2024	<table><tr><td>Each Occ/ Aggregate</td><td>\$5,000,000</td></tr><tr><td>Total Limits</td><td>\$10,000,000</td></tr></table>	Each Occ/ Aggregate	\$5,000,000	Total Limits	\$10,000,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: July 4, 2024 with a rain date of July 5, 2024

LOCATION: Oak Park, Lansing, MI

ADDITIONAL INSURED: City of Lansing

CERTIFICATE HOLDER**CANCELLATION**City of Lansing
124 W. Michigan Ave.
Lansing MI 48933

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City Clerk has forwarded an application for a City License, which has been routinely processed without objection, and is ready for final action by this Council; and

WHEREAS, all required signatures have been obtained supporting the application for a fireworks display license;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for a City License as follows:

FIREWORKS DISPLAY LICENSE:

Pyrotecnico Fireworks Inc. for a public display of fireworks in the City of Lansing at Oak Park to be held on July 4, 2024.

Action History (UTC-06:00) Central Time (US & Canada)

Submit

by Scott, Tracy 2/27/2024 5:03:22 PM (Form Submission)

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by Scott, Tracy 2/27/2024 5:04:19 PM (License Desk Approval)

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Materials

1. Non-Refundable License fee of \$150
2. Proof of an insurance policy naming the City as co-insured, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least \$500,000.00 for property damage; and (b) at least \$500,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons resulting from the same occurrence.
3. Copies of State issued identification for each person who will operate the display.
4. If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served.

(City Codified Ordinances - Chapter 1615.01-1615-06)

<http://mi-lansing.civicplus.com/171/Business-Licenses>

Business Information

Business Name * Pyrotecnico Fireworks Inc

Address *

Street Address
4369 E Summit Woods NE
Address Line 2
City
Rockford
State / Province / Region
MI
Postal / Zip Code
49341
Country
USA

Phone 800-771-7976

Business Owner Information

Business Owner Name * Stephan Vitale

Address *

Street Address
299 Wilson Rd
Address Line 2
City
New Castle
State / Province / Region
PA
Postal / Zip Code
16101
Country
USA

Phone 800-771-7976

Email * mfalk@pyrotecnico.com

Business Owner Date of Birth * [REDACTED]

Applicant Information

Same as Business Owner? * ☐ Yes ☒ No

Applicant Name * Michael Falk

Address*

Street Address

4369 W Summit Woods Dr NE

Address Line 2

City

Rockford

Postal / Zip Code

49341

State / Province / Region

MI

Country

USA

Phone

616-427-0377

Email*

mfalk@pyrotecnico.com

Display Information

Liability Information

Bond or Insurance (at least one required) * ☐ Bond ☒ Insurance

Insured by (Documentation Attached) * Acisure, LLC dba Britton Gallagher & Associates

Insurance Amount * \$ 2,000,000.00

Expiration Date * 10/14/2024

Event Information

Number of Displays 16

Projected Fee \$ 2400.00

Display Dates and Times * Please see list attached with ids
(Explain dates/times of instances)

Exact Location of Display * Jackson Field, 505 E Michigan Ave Lansing MI 48912

Type and Quantity of Fireworks to be used in Display * Approx 500 Aerial display shells-19mm to 2.5 diameter
Approx 25 close proximity special effects

Manner and location of the storage of the fireworks prior to the display * No storage-Delivery on date of display

Operators

List all Persons who will Operate the Display

Name *	Age *	Description of Relevant Experience *
Michael Falk		34 years experience/400+displays
Carl Thompson		27 years experience/200+displays
Blane Quilhot		31 years experience/250+displays
Richard Quilhot		31 years experience/250+displays

* Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State, or any local unit of government regulating the sale, use, or possession of fireworks? If yes, please include details

☐ Yes ☒ No

Electronic Signature Agreement *

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree

Signature

I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing. By my signature, I swear or affirm that all information provided in this application is true. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if the license is granted.

Michael Falk

Date Submitted 2/27/2024

Attachments

Attach your completed Treasury form using the **Attach** button, below. If you do not have one, you may download it [here](#).

Treasury Form *	pyrotreasury.pdf	374.7KB
Certificate of Insurance *	Pyroacord.pdf	665.85KB
Insurance Endorsement Pages *	Pyroendorse.pdf	383.1KB

Initials I confirm that the City of Lansing is named as an Additional Insured Party on BOTH the Insurance Endorsement AND the Certificate of Insurance documentation.



Copy of ID *	Pyroidsanddisplaylist.pdf	1.11MB
	Copy of Photo ID	

Approvals

Please choose your approval decision on the appropriate line and click **Submit**. If you deny, please provide a comment as to why.

License Desk	☒ Approved	☐ Denied
Attorney	☒ Approved	☐ Denied
Police	☒ Approved	☐ Denied
Fire_Marshal	☒ Approved	☐ Denied
Treasury	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
City Clerk *	☒ Approved	☐ Denied

Lansing Lugnuts 2024 Display Schedule

Date	Opponent	Time
Friday, May 17, 2024	Lake County Captains	7:05
Friday, May 31, 2024	Peoria Chiefs	7:05
Saturday, June 01, 2024	Peoria Chiefs	7:05
Friday, June 14, 2024	Cedar Rapids Kernals	7:05
Saturday, June 15, 2024	Cedar Rapids Kernals	7:05
Friday, June 28, 2024	West Michigan Whitecaps	7:05
Saturday, June 29, 2024	West Michigan Whitecaps	7:05
Tuesday, July 02, 2024	Fort Wayne Tincaps	7:05
Wednesday, July 03, 2024	Fort Wayne Tincaps	7:05
Friday, July 19, 2024	Great Lakes Loons	7:05
Saturday, July 20, 2024	Great Lakes Loons	7:05
Friday, August 02, 2024	Dayton	7:05
Saturday, August 03, 2024	Dayton	7:05
Friday, August 16, 2024	West Michigan Whitecaps	7:05
Saturday, August 17, 2024	West Michigan Whitecaps	7:05
Friday, August 30, 2024	Fort Wayne Tincaps	7:05
Saturday, August 31, 2024	Fort Wayne Tincaps	7:05

RAIN DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
City of Lansing; LAFCU; Lansing Entertainment and Public Facilities Authority (LEPFA); Outfield Partners, LLC; Gillespie Property Management, Inc.; Take Me Out to the Ballgame, LLC dba Lansing Lugnuts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest Indemnity Insurance Co.	10851
	INSURER B: Everest Denali Insurance Company	16044
	INSURER C: Arch Speciality Ins Co	21199
	INSURER D: Continental Indemnity Company	28258
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1331120348

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	SI8CA00141-232	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	UXP1035252-04	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	82-872096-04-37	10/14/2023	10/14/2024	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01314-232	10/14/2023	10/14/2024	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

DISPLAY DATES: 5/14/24, 5/31/24, 6/1/24, 6/14/24, 6/15/24, 6/28/24, 6/29/24, 7/2/24, 7/3/24, 7/19/24, 7/20/24, 8/2/24, 8/3/24, 8/16/24, 8/17/24, 8/31/24 with possible rain dates 8/30/24

LOCATION: Jackson National Life Stadium, 505 East Michigan Ave., Lansing, MI

ADDITIONAL INSURED: City of Lansing; LAFCU; Lansing Entertainment and Public Facilities Authority (LEPFA); Outfield Partners, LLC; Gillespie Property Management, Inc.; Take Me Out to the Ballgame, LLC dba Lansing Lugnuts

CERTIFICATE HOLDER**CANCELLATION**

City of Lansing
124 W. Michigan Ave.
Lansing MI 48933

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City Clerk has forwarded an application for City Licenses, which have been routinely processed without objection, and is ready for final action by this Council; and

WHEREAS, all required signatures have been obtained supporting the application for multiple fireworks display licenses;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for City Licenses as follows:

FIREWORKS DISPLAY LICENSE:

Pyrotecnico Fireworks Inc. for public displays of fireworks in the City of Lansing at Jackson Field to be held on the following dates: May 17, May 31, June 1, June 14, June 15, June 28, June 29, July 2, July 3, July 19, July 20, August 2, August 3, August 16, August 17, August 30, and August 31.

MDOT I-496/US-127 Reconstruction from I-96 to I-496

City of Lansing Special Permit Request

Lansing Michigan Code of Ordinances, Part 6 – General Offenses Code states the following:

654.07(g) Construction. *Operating or permitting the operation of any tools or equipment used in construction, drilling or demolition work between 8:00 p.m. and 7:00 a.m. of the following day on weekdays, or at any time on weekends or holidays, such that the sound therefrom creates a noise disturbance across a residential real property boundary or within a noise sensitive zone, except for emergency work of public service utilities or by a temporary or special permit issued pursuant to Section 654.10 or 654.11.*

The Michigan Department of Transportation is submitting a Special Permit Request to allow certain construction work within the I-496/US-127 project limits (approximately from I-96 to the Red Cedar River/I-496 interchange) to occur outside of the allowable construction timeframes set forth in the Lansing Michigan Code of Ordinances section 654.07(g).

Dates for request:

- March 1st, 2024 through December 1st, 2024
- March 1st, 2025 through December 1st, 2025

Times for request:

- 8:00 p.m. until 7:00 a.m. of the following day on weekdays.
- Any time on weekends or holidays.

Construction Activities Limited to 15 days every month as part of the request:

- Pavement breaking activities
- Pavement saw cutting
- Bridge demolition activities
- Deck placement
- Bridge demolition activities (night work required due to railroad restrictions)
- Pile driving (night work only as dictated by railroad requirements)
- Installation of steel sheet piling (night work only as dictated by railroad requirements)
- Use of vibratory hammers (night work only as dictated by railroad requirements)
- Beam Setting (night work required due to railroad restrictions)

Richmond, Renee

From: Richmond, Renee
Sent: Wednesday, April 3, 2024 8:02 AM
To: City Council
Subject: Against MDOT Noise Waiver

Amanda Morgan
3015 Staten Road

Left a voicemail overnight that she is against the noise waiver for MDOT on the weekends.

Renee Richmond

City Council Administrative Assistant
124 W. Michigan Ave. | Lansing, MI 48933
O: 517-483-4177 renee.richmond@lansingmi.gov city.council@lansingmi.gov
www.lansingmi.gov/City_Council | [Facebook](#) | [Twitter](#) | [Instagram](#)

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a public hearing was held on Monday, April 15, 2024, in consideration of the request by Michigan Department of Transportation for the reconstruction of I-496/US-127 between the Red Cedar and I-96 project, for issuance of a waiver of the noise ordinance to allow work activities to take place from March through December of 2024 and 2025; and

WHEREAS, to expediate the work and minimize the overall disruption of the project, the Michigan Department of Transportation is requesting approval to allow pavement breaking and saw cutting as well as bridge demolition and deck placement to be completed outside standard construction hours; and

WHEREAS, MDOT has requested a waiver of the noise ordinance to allow the aforementioned work activities to take place on all days and hours for up to 15 calendar days each month from March through December of 2024 and 2025; and

WHEREAS, the City of Lansing Public Service Department supports the completion of certain work activities outside of normal work hours to:

- expedite critical construction activities;
- maximize motorist safety;
- reduce the overall impact of the project; and

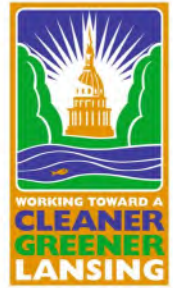
NOW THEREFORE BE IT RESOLVED that the City Council grant a waiver of the noise ordinance to Michigan Department of Transportation while conducting work as part of the reconstruction of I-496/US-127 between the Red Cedar and I-96, on all days and hours for up to 15 calendar days each month from March through December of 2024 and 2025.



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT

7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv



To: Andy Schor, Mayor

From: Daniel E. Danke, PE, Project Engineer

Date: February 29, 2024

Subject: Michigan Avenue Rehabilitation and Reconstruction JN 205866
Contractor Request for a Noise Waiver

Hoffman Bros., Inc., the Contractor for the Michigan Avenue Rehabilitation project, has requested a noise waiver for the Michigan Avenue Rehabilitation project. This project is for the rehabilitation and reconstruction of Michigan Avenue from Pennsylvania Avenue to Clippert Street. The noise waiver would allow the contractor to work on Saturdays between 8:00 am and 5:00 pm from May 18, 2024, through November 15, 2025. The noise waiver would assist in limiting the amount of time that vehicle traffic will be detoured, limit the duration businesses along Michigan Avenue would be directly impacted during construction and to keep the project on-schedule with the uncertainty of weather impacts.

The Public Service Department recommends the Contractor be granted the requested noise waiver.

If you have any questions, please let me know.

☒ Approved Nicole McPherson Date: 2-29-24
Nicole McPherson, PE, City Engineer

☒ Approved Andy Kilpatrick Date: 2-29-24
Andy Kilpatrick, PE, Director of Public Service

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a public hearing was held on Monday, April 15, 2024, in consideration of the request by Hoffman Bros., Inc., the construction contractor for the Michigan Avenue Reconstruction, for issuance of a waiver of the noise ordinance on Saturdays from 8:00 AM to 5:00 PM from May 18, 2024 through November 15, 2025; and

WHEREAS, this project includes a significant amount of underground sewer and water main work within the Michigan Avenue right of way from Pennsylvania Avenue to Clippert Street (the "Project"); and

WHEREAS, the large amount of construction required for this project will encompass all of the 2024 construction season and all of the 2025 construction season; and

WHEREAS, from May 18, 2024 through November 15, 2025, Hoffman Bros., Inc., has requested a waiver of the noise ordinance on Saturdays from 8:00 AM to 5:00 PM; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to:

- Limit the amount of time that vehicle traffic will be detoured; and
- Limit the duration businesses along Michigan Avenue would be directly impacted during construction; and
- Keep the project on-schedule with uncertainty of weather impacts.

WHEREAS, no substantive written or verbal comments in opposition to this noise waiver were received from anyone within the project area at the public hearing or during the public comment period.

NOW THEREFORE BE IT RESOLVED that the City Council grant a waiver of the noise ordinance to Hoffman Brothers for the Project on Saturdays from 8:00 AM to 5:00 PM from May 18, 2024, through November 15, 2025.

Claim #2038

1110 Bensch Street, Lansing MI 48912

\$375

Parcel No. 33-01-01-22-251-541

B. Incident Date (per claim application) – 10-02-2023

C. Incident Date (per code report) – 09-08-2023

D. Taxes – Unknown

E. Filed Claim – 03-11-2024

F. Claims Review Committee Hearing – 02-28-2024

G. Claims Review Committee Letter – 03-04-2024

H. Referred to City Council – 03-11-2024

I. Referred to Committee on City Operations - 03-18-2024



2038

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: HAIDEYVIS SARDINAS RAMIREZ DATE: 10-6-2023
MAILING ADDRESS: 2229 TURNER ST EMAIL: CHINA0292@gmail.com
CITY: LANSING STATE: MI ZIP CODE: 48906
TELEPHONE: Home () 517-894-6599 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1110 BENSCH ST LANSING MI PARCEL NO. 33-01-01-22-251-241
DATE OF INCIDENT: 10-2-2023 AMOUNT YOU WERE BILLED: \$ 640.00
TOTAL AMOUNT YOU ARE CONTESTING: \$ 640.00
TYPE OF ASSESMENT: TRASH

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

Hi.. To whom it MAY CONCERN:
I don't UNDERSTAND why I RECEIVED this garbage bill. It left ME VERY DISMAYED BECAUSE
THE REFRIGERATOR WAS BEHIND MY HOUSE AND IT WAS NOT GARBAGE.
it WORKED in PERFECT condition. I WAS only going to transport it to
my other home. THE city NEVER left ME A NOTE SAYING that I would
HAVE to REMOVE it FROM behind my house. it WAS there only for two days
The third day when I WENT to pick it up, it WAS gone. All this time
I thought it had BEEN stolen, BECAUSE WEEKS AGO THEY BROKE INTO MY HOUSE
1110 BENSCH ST TO ROB AND TOOK EVERYTHING I had INSIDE. I EVEN had to REPORT it
TO THE LANSING POLICE.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

March 4, 2024

Haideyvis Sardinas Ramirez
2229 Turner Street
Lansing, MI 48906

Re: Claim – 1110 Bensch Street

Dear Ms. Ramirez:

Please be advised that with further review of your claim in the amount of \$640.00 regarding a trash violation at the above address, and has GRANTED a portion of your claim, in the amount of \$265.00. **Your new balance due is \$375.00.**

Enclosed please find a Release for your review and signature. If the decision of the committee meets with your approval, please sign the release in front of a witness and have the witness also sign the form, then return the signed Release to this office. Once our office receives the signed Release with both signatures, we will request the amount be removed from the tax rolls, or a refund issued if the penalty has been paid.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

Thank you for your cooperation in this matter. If you should have any questions, please feel free to contact me.

Sincerely,

Venus Kumar

Venus Kumar
Paralegal

Enclosure
Claim #2038

RELEASE

In consideration for the payment of \$265.00, by the City of Lansing, which will be remitted to me upon receipt by the City of this signed Release. I, **HAIDEYVIS RAMIREZ** (the "undersigned"), for myself, my heirs, executors, administrators, representatives and assigns hereby release and discharge the City of Lansing, its officers, officials, employees, agents, insurers and any other person, firm, or corporation charged or chargeable with any responsibility or liability, from all claims, demands, actions or causes of action regarding the special assessment for a trash violation on property located at 1110 Bensch St., Lansing, Michigan.

The undersigned understands and agrees that this payment is the sole consideration for my release and is in full and complete settlement of all claims resulting from any damage. The undersigned warrants that no promise or inducement has been offered or made for my release, except as herein set forth; that this Release is executed without reliance upon any statement or representation by any of the parties released herein, or by their representatives concerning the nature and extent of any damage or injury or the legal liability therefore; and that the undersigned is of legal age and legally competent to execute this Release and accepts the full responsibility therefore.

The undersigned understands that none of the parties released admit liability of any kind and this payment and settlement in compromise is made to terminate further controversy respecting claims for damages that the undersigned has heretofore asserted or that the undersigned or his/her heirs, executors, administrators, representative or assigns might later assert.

In witness whereof, I have hereunto set my hand this _____ day of **March 2024**.

WITNESS:

CLAIMANT:

HAIDEYVIS RAMIREZ

Claim: 2038

03-11-2024

Haideyvis Sardinias Ramirez
2229 Turner st
Lansing MI 48906
Phone: 517-894-6599

MAR11'24 10AMCLERK

China0292@gmail.com

Dear Sir or Madam;

With my most sincere respect, I am writing to inform you that I do not agree with the decision made and I will explain why. Since I bought this house, the first thing I did was start fixing it and removing all the garbage that was in it. The city will not let me lie, because if they drive around the neighborhood, they can see the difference, the change and improvement that this house gave to the neighborhood, making it look better and cleaner. It seems unfair to me that I have been putting all my effort, sacrifice, and savings to clean and fix this house, just so that the city can fine me for trash. And the most ironic thing of all is that the refrigerator was not garbage, it was in good condition and was in the back of my house. The city never left me a warning note, since the refrigerator was only there for two days, and on the third day they took it away. The first day I took the refrigerator out, I was at the house all day doing work; the second day I was not there because I also work and I was at my job; and the third day, I went to pick it up, and was gone. They took \$700 from me, which was what that refrigerator cost. The whole time I thought that it had been stolen from me, until I received the letter from the city. It cannot be possible for them to send me a letter with the fine, without prior notice. It doesn't seem fair to me, that I am trying to be a good citizen by doing my part to make the neighborhood look better and contributing to society so that the city, without prior notice, comes and gives me a fine. I hope you consider what I have explained and you can make a better, fairer decision.

Respectfully,
Haideyvis Sardinias Ramirez

Haideyvis

DATE: 12/27/2023

PPN: 33-01-01-22-251-541
DATE SUBMITTED: 10/06/2023
ADDRESS OF VIOLATION: 1110 BENSCH ST.
LISTED TAXPAYER OF RECORD: RAMIREZ HAIDYVIS SARINAS & SANCHEZ GUILLERMO
OTHER TAXPAYER OF RECORD: B SARDINAS
CLAIMANT: HAIDEYVIS SARDINAS RAMIREZ
CLAIMANT'S ADDRESS: 2229 TURNER ST.
LANSING, MI 48906
TYPE OF ACTIONS CONTESTED: TRASH REMOVAL
VIOLATION DATE: 9/08/2023
NOTIFICATION DATE: 9/08/2023
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$640.00
CONTRACTOR NAME - INVOICE NO. - DATE: CRUTCHER 23-T166
9/20/2023
AMOUNT OF CLAIM: \$640.00
MEMO DATE – INVOICE NO.:
ADDITIONAL ACTIONS CONTESTED:
VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE – INVOICE NO.:
HISTORY: TRASH
REMOVAL
9/08/2023
CITATIONS IN PREVIOUS YEAR:
CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 9/08/2023 with a compliance due date of 9/15/2023. The officer returned on 9/20/2023 the appliance was still present it was then submitted to the trash contractor to abate. The contractor arrived on 9/20/2023 the violation was still present, and it was removed. The appliance outdoors is a violation even when behind the home the door was also left on the appliance which is a danger to children. This office recommends denial of the claim.



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

517
483-4361
CLAME FROM
Trash

Bill To:

SARDINAS HAIDEYVIS &

2229 TURNER ST

LANSING, MI 48906

DUE DATE: 11/01/2023

INVOICE

10/04/2023

TOTAL AMOUNT DUE

\$ 640.00



Invoice Number	Record No.	Address	Amount Due
00237462	E23-10850	1110 BENSCH ST	\$640.00
10/02/2023			
Trash - Admin Fee			
Trash - Contractor Charge			
TOTAL DUE:			\$640.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

Occupant
1110 BENSCH ST
LANSING, MI 48912

Violation Date: 09/08/2023
Violation Location: 1110 BENSCH ST
Parcel No: 33-01-01-22-251-241
Compliance Due Date: September 15, 2023

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

INSPECTOR COMMENTS: please dispose of trash/debris/deteriorated items/appliances left at curb/front yard of property.

Violation: Garbage

Violation: Deteriorated Appliance(s)

Under Section 107.7, any person with a legal interest, who receives or has actual or constructive notice, may appeal the violation and compliance order. Appeals under Section 308 shall be filed in writing to the Office of the City Attorney within 3 days after the compliance due date.

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **Please be advised that moving the items to another area on the property does not bring the violation into compliance. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess graduated fees from \$75.00 to \$300.00 for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM for any questions or extensions.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Bryce Dawsey (517) 483 4639 Bryce.Dawsey@lansingmi.gov



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

INGHAM COUNTY TREASURER
PO BOX 215
MASON, MI 48854

Violation Date: 09/08/2023
Violation Location: 1110 BENSCH ST
Parcel No: 33-01-01-22-251-241
Compliance Due Date: September 15, 2023

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

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Code Officer: Bryce Dawsey (517) 483 4639 Bryce.Dawsey@lansingmi.gov



**Economic Development & Planning
Code Enforcement Office**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form – East Side

Submitted to: Eric Crutcher on 09/20/2023

TAXPAYER: SARDINAS HAIDEYVIS &, 2229 TURNER ST LANSING, MI 48906

Location of Work:

Enf Num: E23-10850

Address: 1110 BENSCH ST

Lot No:

Description:

Parcel No: 33-01-01-22-251-241

Remove Trash and Debris

Work Authorized:

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

Authorized Cubic Yards: 3-4 yards

Warning Comment:

<NONE>

Submitted By: Bryce Dawsey (517) 483 4639

This action is authorized by the Manager of Code Compliance



CITY OF LANSING
316 N. CAPITOL SUITE C2
Lansing, MI 48933
(517) 483-4361
(517) 377-0100

Nuisance Fee Billing Statement

Due Date: 11/01/23
Pay Invoice In Full



SARDINAS HAIDEYVIS &
2229 TURNER ST
LANSING MI 48906
Re: 1110 BENSCH ST

Enf Number: E23-10850
Parcel: 33-01-01-22-251-
Address: 1110 BENSCH ST

Signature of Owner/Owner's Agent

Date

Please detach and return with payment

Bill Detail

Invoice Number	Enforcement Number	Address	Amount Due	
00237462	E23-10850	1110 BENSCH ST	\$640.00	
Fee Details:		Quantity	Description	Balance
		1.000	Trash - Admin Fee	\$ 265.00
		375.000	Trash - Contractor Charge	\$ 375.00

Total Amount Due

\$ 640.00

Questions? Contact CODE ENFORCEMENT at 483-4361

Note:

1. Payment in full may be made within 30 days from billing date.
2. Any unpaid balance remains as a lien against this property, and will be added to the next property tax bill, (JULY TAXES).
3. July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
4. In order to assure proper credit, please send in the top portion of this bill along with your payment.
5. Fees not paid within 30 days are subject to a 5% penalty, which will be applied on the 31st day.

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are in the City Attorney's Office and the City of Lansing's web address: www.LansingMI.gov. Return completed claim to: Lansing City Attorney's Office, 5th Floor, City Hall, 124 West Michigan Ave, Lansing, MI 48933

Please make checks payable to: Lansing City Treasurer
124 W. Michigan Avenue
1st Floor
Lansing, MI 48933

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail.

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericorefuse@hotmail.com

INVOICE

BILL TO

Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 6148
DATE 09/26/2023

PROPERTY ADDRESS
1110 bensch ST

PARCEL NUMBER
33-01-10-22-251-241

DESCRIPTION	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	300.00	300.00
city:appliance freon removal	1	75.00	75.00
9/20/23 3 yards bryce dawsey 4 man crew 1 20 yard truck			

BALANCE DUE **\$375.00**











1110 BENSCH ST LANSING, MI 48912 (Property Address)

Parcel Number: 33-01-01-22-251-241

**Property Owner: RAMIREZ HAIDEYVIS SARINAS &****Summary Information**

- > Residential Building Summary
 - Year Built: 1925
 - Full Baths: 1
 - Sq. Feet: 440
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.094
- > Assessed Value: \$17,000 | Taxable Value: \$17,000
- > Property Tax information found
- > 26 Building Department records found

Item 1 of 3

[1 Image / 2 Sketches](#)**Owner and Taxpayer Information****Owner**

RAMIREZ HAIDEYVIS SARINAS &
SANCHEZ GUILLERMO B
SARDINAS
2229 TURNER ST
LANSING, MI 48906

Taxpayer

SEE OWNER INFORMATION

Legal Description

LOT 108 EXCELSIOR LAND COMPANYS SUB

Other Information**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

Tax History****Note:** On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2023	Winter	\$235.96	\$235.96	02/13/2024	\$0.00

General Information for 2023 Winter Taxes

School District	33020	PRE/MBT	0.0000%
Taxable Value	\$11,541	S.E.V.	\$13,900
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$13,900

Tax Bill Number	No Data to Display	Last Receipt Number	00020771
Last Payment Date	02/13/2024	Number of Payments	3

Base Tax	\$234.84	Base Paid	\$234.84
Admin Fees	\$1.12	Admin Fees Paid	\$1.12
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$235.96	Total Paid	\$235.96

Renaissance Zone	Not Available	Mortgage Code	Not Available
-------------------------	---------------	----------------------	---------------

Taxing Authority	Millage Rate	Amount	Amount Paid
INGHAM COUNTY	4.530800	\$52.28	\$52.28
AIRPORT AUTH.	0.699000	\$8.06	\$8.06
CATA	2.989500	\$34.50	\$34.50
CADL-LIBRARY	1.560000	\$18.00	\$18.00
RCYCL/YARD	0.000000	\$122.00	\$122.00
Admin Fees		\$1.12	\$1.12
Interest Fees		\$0.00	\$0.00
	9.779300	\$235.96	\$235.96

[Click here for a printer friendly version of Winter 2023 Tax information](#)

2023	Summer	\$806.49	\$806.49	08/24/2023	\$0.00	
2022	Winter	\$227.55	\$0.00		\$227.55	** Read Note(s) Above
2022	Summer	\$751.15	\$0.00		\$751.15	** Read Note(s) Above
2021	Winter	\$231.94	\$0.00		\$231.94	** Read Note(s) Above
2021	Summer	\$703.20	\$0.00		\$703.20	** Read Note(s) Above
2020	Winter	\$227.63	\$0.00		\$227.63	** Read Note(s) Above
2020	Summer	\$700.21	\$0.00		\$700.21	** Read Note(s) Above
2019	Winter	\$651.98	\$0.00		\$651.98	** Read Note(s) Above
2019	Summer	\$4,787.91	\$4,787.91	10/01/2019	\$0.00	
Load More Years						

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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On-Premises Alcohol Sales Application

Instructions

Instructions

- It is highly recommended to have all the documents ready for uploading prior to submission.
- All attachments must be in a PDF format.
- PDF files should be compressed to the smallest size possible
- If you need more time to get additional documents together, please save your application as a draft and come back to it when you are ready.
- Applications left open for more than 24 hours will need to be started over.
- If you have submitted the wrong document prior to submission of the application, or wish to update a document after submission of the application, please notify the Clerk's Office in writing at city.clerk@lansingmi.gov.
- It is the responsibility of the submitter to ensure they receive an email confirming the receipt of their application. If they do NOT receive an email with a confirmation number within 24 hours of submitting the application, it is the submitter's responsibility to notify the Clerk's Office in writing at city.clerk@lansingmi.gov.

Payments

- Payment fee must be RECEIVED by the Clerk's Office before the application will be reviewed. Failure to remit payment in a timely manner may result in denial of your application.
- Cash, Credit Card, Debit Card, Check, Electronic Check (ACH) & Money Order are accepted.
- Electronic Checks (ACH), Credit and Debit cards are accepted through the City's Point and Pay site. There is a 3% convenience fee for credit and debit card transactions.

Application Information

Non-Refundable License Fees

1. Application Fee: \$1450 for New Location, \$400 for Transfer of Ownership

Materials Required

1. Notary Statement
2. Attachment of Michigan Liquor Control Commission Application
3. Treasury Form(s)
4. Floor Plans, if not already on file

(City Codified Ordinances - Chapter 830)

Business Information

I am applying for: ☒ New Location ☐ Transfer of Ownership

License(s) for which I am seeking Local Government Approval*
Class C Liquor License and SDM

Business Name* Forever Friendship, Inc.

Does Business As King Ocean Crab

Address to be Licensed*
Street Address
727 E. Miller Road

Address Line 2

City

Lansing

Postal / Zip Code

48910

State / Province / Region

MI

Country

United States

Phone* 989-475-2477
xxx-xxx-xxxx

Email kingoceancrab@gmail.com
name@domain

Character of Business* What Character of business do you intend to operate?
Seafood, sushi and Japanese food restaurant

Length of Time* What is the length of time your business has been of that charater, or in the case of a corporation, the date when its charter was issued?
April 26, 2023

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

Are Building Plans on File?* ☒ Yes ☐ No

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 of the laws of the State.

☒ I Agree

I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.

☒ I Agree

I (we) or my (our) agent(s) do not owe any personal property taxes.

☒ I Agree

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 Agree

Business Owner Information

Type of Ownership* ☒ Single Owner ☐ Multiple Owners

Owner Name* Yin Li

Address *

Street Address

3326 Beaujardin Drive

Address Line 2

City

Lansing

Postal / Zip Code

48910

State / Province / Region

MI

Country

United States

Phone *

989-475-2497

xxx-xxx-xxxx

Email *

kingoceancrab@gmail.com

name@domain

Owner**Date of****Birth *****Owner****Place of****Birth ***

Applicant Information

Applicant Name *

Forever Friendship, Inc.

Address *

Street Address

727 E. Miller Road

Address Line 2

City

Lansing

Postal / Zip Code

48910

State / Province / Region

MI

Country

United States

Phone *

989-475-2497

xxx-xxx-xxxx

Email *

kingoceancrab@gmail.com

name@domain

Fees Due

\$ 1,450.00

Methods for payment are on the first page of this document, under "**Payments.**" Processing this application will not proceed until payment is received.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

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

Michael J. Cate, Attorney in Charge of Forever Friendship, Inc.

Date Submitted

3/8/2024

Attachments

A Treasury Form needs to be completed by every stakeholder per the Ordinance. Please click the link below and print, complete, sign, and attach the completed form to the application using the button below. [Download Treasury Form Document](#)

Treasury Form for all Stakeholders [City of Lansing Treasury Information Request \(signed\)....](#) 125.89KB

Copy of Michigan Liquor Control Commission Application [doc03941020231120172046.pdf](#) 4.79MB

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 * [City of Lansing Notarized Statement \(Signed\).pdf](#) 107.87KB

City Council Document(s)

Approvals

Instructions to City Clerk: Note: this license cannot be issued without approval by City Council. You may attach Council documents in the Attachment page or copy them later to the repository. Following a review of details and approval by council, choose an approval decision on the Clerk 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

Fahey Schultz Burzych Rhodes

ATTORNEYS AT LAW
4151 OKEMOS ROAD
OKEMOS, MI 48864 USA

FSBRLAW.COM
TEL: 517.381.0100
FAX: 517.381.5051

November 20, 2023

Via Facsimile

State of Michigan
Michigan Liquor Control Commission
Constitution Hall
525 W. Allegan
Lansing, MI 48933

Dear Sir/Madame:

**Re: Forever Friendship, Inc.
Conditional License Application (Ownership Transfer)
Retailer License & Permit Application**

Please consider this letter a request for Transfer of Class C Liquor License No. L-000227713 and SDM Permit No. L-000227714 from Tannin, LLC to Forever Friendship, Inc., to be located at 727 E. Miller Road, Lansing, MI 48911.

We enclose the following items required for the Conditional License Application (Ownership & Location Transfer), along with a credit card authorization for the cost of the licensing and inspection fees, totaling \$1,390.00:

1. Conditional License Application (Ownership & Location Transfer);
2. Proof of Financial Responsibility;
3. A copy of the executed Lease between AI Properties of Lansing, LLC and Forever Friendship, Inc. for the property located at 727 E. Miller Road, Lansing, MI 48911.
4. A diagram for the proposed licensed premises.

We enclose the following items required for the Retailer License Permit Application:

1. Form LCC- 100, Retailer License & Permit Application, including a completed LiveScan form;
2. Report of Stockholders, Members or Partners;
3. Articles of Incorporation for Forever Friendship, Inc.;
4. Bylaws for UP Forever Friendship, Inc.;
5. The Liquor License Purchase Agreement between Tannin, LLC and Forever Friendship, Inc.



EXPERT COUNSEL. REAL SOLUTIONS.

If you should have any questions or need anything further, please contact me or my assistant,
Rhonda Mask.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael J. Cole', with a long horizontal flourish extending to the right.

MICHAEL J. COLE
MEMBER

Direct: 517.381.3208
mcole@fsbrlaw.com

TABI



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 & Location Transfer)

MCL 436.1525(6)(b) prohibits conditional licenses for ownership & location transfers of Specially Designated Distributor licenses

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): Forever Friendship, Inc.

Address to be licensed: 727 E. Miller Rd.

City: Lansing

Zip Code: 48911

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

County: Ingham

Email address (REQUIRED): kingoceancrab@gmail.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 a 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? If Yes, submit a copy of the agreement with this application. ☐ Yes ☒ No

3. Describe the type of business and business activities proposed for this location: Full-service restaurant

Part 2 - Current Licensee/Seller & Existing Licensed Location Information

Current licensee/seller name: Tannin, Inc.

Current licensee/seller address: 1620 E. Michigan Ave.

City: Lansing

Zip Code: 48912

City/township/village where license is issued: City of Lansing

County: Ingham

Part 3 - Fee & Required Documents

☐ \$300.00 Conditional License Fee - Make Check Payable to **State of Michigan**

Completed application for the transfer of ownership and location of a license:

- ☐ - LCC-100a - On-Premises Retailer Licenses
- LCC-100b - Off-Premises Retailer Licenses (SDM ONLY)

☐ 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

☐ Signed Church or School Proximity Affidavit (see Part 6 on Pages 2 and 3)

☐ 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.

☐ 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 4 - 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 5 on Page 2 of this application.

Yin Li, President

Print Name of Applicant & Title

Yin Li

Signature of Applicant

11/01/23

Date

Part 5 - 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.

DR
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.

Current Licensee/Seller's
Initials

Christopher Roelof, Manager

Print Name of Current Licensee/Seller & Title

Christopher Roelof

Signature of Current Licensee/Seller

11/19/23

Date

Part 6 - Church or School Proximity Affidavit

Pursuant to MCL 436.1525(6), an applicant seeking a conditional license in conjunction with the transfer of ownership and location of an existing retailer license must complete the attached Church or School Proximity Affidavit attesting that the proposed location for the license is not within 500 feet of a church or school. Pursuant to MCL 436.1525(7), if the Commission determines that a conditional license has been issued in conjunction with a request to transfer ownership and location at a new location that is within 500 feet of a church or school, the Commission shall suspend the conditional license and notify the church or school of the proposed location under the administrative rules. The State of Michigan is not liable for the issuance of a conditional license based on a Church or School Proximity Affidavit that contains incorrect information about the proximity to a church or school. A proposed location within 500 feet of a church or school does not qualify for a conditional license in conjunction with the transfer of ownership and location pursuant to MCL 436.1525(6) even if the church or school does not object to the license being transferred to the proposed location.

Any permits or permissions that are location-specific, such as Living Quarters Permit, Off-Premises Storage permission, Direct Connections, or Outdoor Service area permission, cannot be transferred from the existing licensed location to the new location under a conditional license. Pursuant to MCL 436.1525(6), those permits or permission for which an applicant does not meet the requirements of a conditional license request will not be approved or issued with the conditional license. An applicant seeking those permit permissions at a new location, may still request them under its application to transfer the license.

The distance between the church or school building and the contemplated location shall be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building. (CONTINUED NEXT PAGE)

Part 6, Continued - Church or School Proximity Affidavit

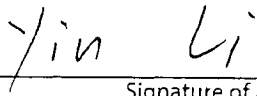
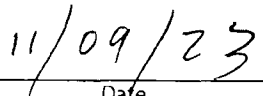
MCL 436.1107(7) defines "church" as "an entire house or structure set apart primarily for use for purposes of public worship, and which is tax exempt under the laws of this state, and in which religious services are held and with which a clergyman is associated, and the entire structure of which is kept for that use and not put to any other use inconsistent with that use".

MCL 436.1111(9) defines "school" as including "buildings used for school purposes to provide instruction to children in grades kindergarten through 12, when that instruction is provided by a public, private, denominational, or parochial school, except those buildings used primarily for adult education or college extension courses. School does not include a proprietary trade or occupational school."

Please see the measurement examples on the sample diagram on Page 4. The measurements between the proposed licensed premises and a church or school must follow the most direct route between the buildings using the method above regardless of the flow of traffic or traffic pattern.

I attest to the following:

- Pursuant to the requirements of MCL 436.1525(6) and based on the method of measurement required under MCL 436.1503, the proposed location indicated in Part 1 of this application form is not within 500 feet of a church or school.
- I understand that a conditional license issued in conjunction with a request to transfer ownership and location of a license shall be suspended if the Michigan Liquor Control Commission determines that the location is within 500 feet of a church or school under MCL 436.1525(7).
- I certify that my attestation regarding the proximity of the proposed licensed premises for the conditional license is true and accurate to the best of my knowledge and belief. I also understand that providing **false or fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Yin Li, President		
Print Name of Applicant & Title	Signature of Applicant	Date

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

Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
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

TAB²



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

Proof of Financial Responsibility

(Authorized by MCL 436.1803)

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

1. LICENSEE MAILING ADDRESS

727 E Miller Rd
Lansing, MI 48911

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

Forever Friendship Inc
727 E Miller Rd
Lansing, MI 48911

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: [REDACTED]	Effective Date: 08/17/2023
Insurance Company Name and Address: St. Paul Fire and Marine Insurance Company, One Tower Square, Hartford, CT 06183	

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)

Andy Chen

11. Date: 11/10/2023

12. Telephone No.
630-582-1648

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

Andy Chen, President, Achieve Agency Inc

11/10/2023
AUTHORIZED PERSON
COMPLETION REQUIRED
RECEIVED BY: [REDACTED]

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

TAB³

RETAIL LEASE

THIS LEASE made this 24 day of July 2023, by and between **A1 PROPERTIES OF LANSING, LLC** of 268 Jacaranda Drive Battle Creek, MI 49015, hereinafter referred to as "Landlord," and **FOREVER FRIENDSHIP, INC. dba: King Ocean Crab** of 727 E. Miller Rd. Lansing, MI 48911 hereinafter referred to as "Tenant," in consideration of the mutual covenants and promises herein contained and for other valuable consideration.

WITNESSETH:

1. **PREMISES LEASED.** The Landlord does hereby demise and let unto the Tenant, and the Tenant does hereby lease and hire from the Landlord, for the term and under the terms and conditions herein set forth in this Lease for those certain premises, located at 727 East Miller Road, Lansing, Michigan 48911, and including both the building and exterior land area, (hereinafter referred to as the "Property"), of which the building contains ±5,286 rentable square feet (hereinafter referred to as the "Demised Premises"), and as more specifically described and identified in Exhibit A attached hereto.

2. **TERM.** The original term of this Lease shall be for a period of Five Seven (7) years and Three (3) months commencing upon August 1, 2023 (hereinafter referred to as "Commencement Date") and expiring October 31, 2028. In the event Landlord fails to deliver the Demised Premises on the Commencement Date because the Demised Premises are not then ready for occupancy, or because the previous occupant of said Demised Premises is holding over, or for any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Demised Premises nor shall any such delay affect the validity of this Lease or the obligations of Tenant hereunder, and the Commencement Date of this Lease shall be postponed until such time as the Demised Premises are ready for Tenant's occupancy.

Tenant hereby accepts the Demised Premises in the present "AS IS" condition, with all faults and defects. Tenant's taking of possession of the Demised Premises shall be conclusive evidence against Tenant that the Demised Premises were in satisfactory condition when Tenant took possession. Tenant acknowledges that (i) Tenant has examined the Demised Premises prior to the making of this Lease and knows the condition thereof; and (ii) neither Landlord nor Landlord's agent has made any representation or warranty with respect to the condition or state of repair of the Demised Premises or the Property, or with respect to the suitability hereof for the conduct of Tenant's business, except as provided in this Lease.

3. **RENTAL:** Tenant agrees to pay to Landlord at its office or to such other person or persons or at such other place as Landlord shall designate in writing, as rental for the said Demised Premises as follows:

(a) **Fixed Minimum Rental:** A fixed minimum rental for the herein described Demised Premises shall be paid in accordance with the following schedule, upon the first day of each month during the term of this Lease:

TERM	FIXED MINIMUM RENT PER MONTH	FIXED MINIMUM RENT PER ANNUM
August 1, 2020 – October 31, 2023	\$0.00	\$0.00
November 1, 2023–October 31, 2024	*\$3,500.00/\$4,100.00	*\$42,000.00/\$49,200.00
November 1, 2024 – October 31, 2025	*\$3,600.00/\$4,202.50	*\$43,200.00/\$50,430.00
November 1, 2025—October 31, 2026	*\$3,700.00/\$4,307.56	*\$44,400.00/\$51,690.72
November 1, 2026—October 31, 2027	*\$3,800.00/\$4,415.25	*\$45,600.00/\$52,983.00
November 1, 2027—October 31, 2028	*\$3,900.00/\$4,525.63	*\$46,800.00/\$54,307.56
November 1, 2028—October 31, 2029	*\$4,000.00/\$4,638.77	*\$48,000.00/\$55,665.24
November 1, 2029—October 31, 2030	*\$4,100.00/\$4,754.74	*\$49,200.00/\$57,056.00
First Option Period November 1, 2028- October 31, 2033	2.5% of Increase if Monthly Fixed Minimum Rent*	Annual 2.5% increase*
Second Option Period November 1, 2033—October 31, 2038	2.5% of Increase if Monthly Fixed Minimum Rent*	Annual 2.5% increase*

The rent for the first month and for the last month of this Lease, if less than a full calendar month, shall be apportioned.

Tenant shall occupy the Demised Premises without paying the Fixed Minimum Rent on a rent-free basis through October 31, 2023 or upon Tenant reopening for business whichever occurs first. The term rent-free applies to Fixed Minimum Rental payments only and all other charges herein described are not abated during the rent-free period and are due and payable when billed.

(a) **Fixed Minimum Monthly and Annual Rent** * First rent number assumes Tenant has not obtained either a permanent or conditional license to serve alcohol from the Michigan Liquor Control Commission ("MLCC"). Upon receiving their liquor license approval by the MLCC, and once Tenant starts serving alcohol, Tenant's Fixed Minimum Rent shall escalate to Four Thousand One Hundred and No/100 (\$4,100.00) per month if this

occurs during the initial lease year and said Fixed Minimum Rent shall escalate by 2.5% per annum throughout the lease term (as indicated by the second monthly and annual rent number as shown in the table above). Said 2.5% annual escalation shall continue throughout any option periods exercised by Tenant.

(b) **Penalty for Delinquent Rental Payments:** Rental and all other charges hereunder shall promptly be paid without prior demand therefore and without deductions or set-offs for any reason whatsoever, and Tenant shall be charged a late fee of ten percent (10%) of the unpaid balance or Two Hundred Fifty and No/100 (\$250.00) Dollars, whichever is greater, for any payment that is received ten (10) days past the due date.

(c) **Security Deposit:** Landlord acknowledges receipt of Four Thousand Five Hundred and 00/100 (\$4,500.00) Dollars from Tenant to be held as a security deposit during the initial term of this Lease and any extension(s) thereof.

4. **USE OF PREMISES.** Tenant covenants and agrees that said Demised Premises shall be used and occupied for the operation of a full-service seafood-oriented restaurant with liquor, dine-in and take-out service, and for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall properly comply with all laws, ordinances and lawful orders and regulations affecting the Demised Premises and the use thereof. Tenant further covenants and agrees that it will conduct its business during normal business hours for such type of business on all business days. Tenant further agrees that no auction, bankruptcy or going out-of-business sales will be conducted in or from the Demised Premises without prior written consent of Landlord.

5. **CARE OF PREMISES.** Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Demised Premises and Property which shall cause or be likely to cause injury or damage to any person or to said Demised Premises and Property or to the building or to the sidewalks and pavements adjoining the Demised Premises. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam, vapors or disturbing noise, sound or vibration to originate in or to be emitted from said Demised Premises. Tenant agrees to permit no waste of the Demised Premises, but rather to take good care of same and, upon termination of this Lease, to surrender without notice in as good condition as the commencement of the term, reasonable use and wear thereof excepted.

6. **UTILITIES.** Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the Demised Premises and Property during the term of this Lease, including electricity, gas, water and sewerage charges. Tenant shall also pay all required "demand charges" for water supplied to any sprinkling system in the store.

7. **SIGNS.** The cost of installing, maintaining, changing and removing any signs upon the Demised Premises and Property shall be borne by Tenant. Tenant shall obtain Landlord's written approval as to design, location and the manner of installation prior to placing any sign whatsoever upon the Demised Premises. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Tenant at Tenant's sole cost and expense. Tenant shall maintain all signs in good condition and repair at all times during the term of this Lease and Tenant shall save Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Demised Premises, Tenant shall remove all signs and repair any damage caused by such removal.

8. **OPERATION AND MAINTENANCE OF EXTERIOR LOT AREA.**

(a) **Exterior Lot Area.** The exterior lot area as discussed throughout this Lease, shall be defined as all that portion of the area within the outer property limits of the Property designated for use and benefit, of the Demised Premises exclusive of roads or highways maintained by a public authority.

(b) **Exterior Lot Area Expenses.** Exterior lot area expenses are all reasonable expenses incurred for properly maintaining, cleaning, repairing, replacing, preserving and protecting the common area, including but not limited to, expenses for litter, dirt, snow removal, maintaining or replacing the landscaping, striping, lighting, repairing or re-surfacing the parking area and drives, security, repairs or replacement to canopy and facades and all reasonable administrative or management costs incurred in the operation of the Property.

(c) **Use of Exterior Lot Area.** Landlord grants to Tenant throughout the term of this Lease, an exclusive use easement for ingress and egress to Tenant's Demised Premises and for the parking of automobiles by Tenant's employees, customers and invitees in the parking area. Tenant shall not and shall not permit its employees to use said parking areas for the storage of any automobiles, trucks or other vehicles owned or used by Tenant or its employees, except as may be approved and designated in writing by Landlord.

(d) **Pro Rata Share.** Tenant's portion of the exterior lot area expenses, real estate taxes and insurance premiums shall be 100%.

9. **RUBBISH CONTROL.** Tenant shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the building or the Demised Premises or Property. Tenant shall pay for all charges for the removal of said trash, garbage, rubbish or waste material and for charges for all other services used, rendered or supplied upon or in connection with the Demised Premises and Property.

10. **MAINTENANCE AND REPAIR.** Landlord agrees to keep and maintain the roof, outer walls and sidewalks of the Demised Premises in good repair during the term of this Lease. However, Landlord shall not be responsible for damages caused by roof leaks, backups of sewers, toilets or lavatories, flood damage or water damage from adjoining tenants. Landlord shall not be responsible for the care or maintenance of any loading docks, loading ramps, front doors, rear doors, locks and hardware, front steps or rear steps. Tenant, at its sole cost and expense, whether the same shall be the property of Tenant or Landlord, shall promptly replace or repair and at all times maintain in good condition the interior of the

Demised Premises and all its appurtenances and equipment, including, but not limited to, heating units, air conditioning equipment, electrical fixtures and equipment, light bulbs, electrical installation, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior paint or decoration of every kind. Tenant shall promptly replace all broken or damaged glass, including window glass and door glass, unless covered by Landlord's fire and extended coverage insurance.

In the event Tenant fails to make any of the repairs which it is obligated to make with reasonable dispatch, Landlord shall be entitled to enter the Demised Premises and make or cause the same to be made and the amount or amounts expended by Landlord for such repairs shall be due and payable by Tenant to Landlord as so much additional rental hereunder.

Tenant shall contract with a Landlord approved HVAC contractor to provide preventative maintenance and repair to the HVAC system serving the Demised Premises. Said preventative maintenance shall be performed every spring and fall throughout the term of this Lease or any extension thereof. Upon every inspection and/or repair of the HVAC system, Tenant contractor shall provide Landlord with all inspection reports and related documentation.

11. ALTERATIONS. No structural changes, additions or substantial alterations shall be made by Tenant without the written consent of Landlord. Tenant shall have the right, at its own cost and expense, to place or install within the Demised Premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the Demised Premises which Tenant may find necessary and deem desirable, for all of which Landlord hereby consents. It is further covenanted and agreed that all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Tenant shall be and remain personal property, regardless of the manner of their annexation, and shall be removed by Tenant at the termination of this Lease or any extension thereof. Any damage to the Demised Premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant.

12. INDEMNIFICATION OF LANDLORD. Tenant covenants and agrees to indemnify, hold and save Landlord harmless from any liability for injuries or damages to any person or property upon or about the Demised Premises and Property, from any cause whatsoever, and agrees to procure at its own cost and expense a commercial liability policy for the benefit of Landlord and Tenant in the sum of Two Million and No/100 (\$2,000,000) Dollars for damages resulting from one (1) occurrence and Three Million and No/100 (\$3,000,000) Dollars in the Aggregate per year. Tenant shall keep and maintain the insurance in force during the term of this Lease and shall deliver the policy or copy thereof or certificate of insurance evidencing such coverage to Landlord. Landlord agrees to carry in full force and effect at all times during the term of this Lease or any renewal or extension thereof, fire and extended coverage insurance covering the Demised Premises in an amount equal to the replacement value of the building. Tenant shall, during the term of this Lease, pay one hundred (100%) percent of Landlord's cost to insure the Property per the aforementioned coverage requirements. Notwithstanding the above Tenant shall, at all times during the term of this Lease, at its sole expense, procure and maintain the following additional insurance coverages:

- 12.1 **PERSONAL PROPERTY AND TENANT'S IMPROVEMENTS.** Insurance adequate in amount to cover damage to or replacement of, as necessary, the Demised Premises including, without limitation, leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory;
- 12.2 **RENT INSURANCE.** Rent Insurance in an amount equal to all rent payable under this Lease for a period of at least 12 months commencing with the date of loss;
- 12.3 **OTHER INSURANCE.** Such other insurance in such amounts as may be required by Landlord against other insurable hazards as at the time are commonly insured against in case of prudent owners of comparable properties in the area in which the Property is located, including but not limited to plate glass insurance, insuring all glass and doors of leased premises against all perils in an amount of replacement cost; provided, however, Landlord shall not be obligated or under any duty to specify any additional insurance or coverages;
- 12.4 **FORM OF INSURANCE/COMPANIES.** All insurance shall be in a form satisfactory to Landlord and carried with companies reasonably acceptable to Landlord that are licensed or authorized to do business in the State in which the Property is located, are in good standing with the Department of Insurance in the State in which the Property is located and have a rating issued by an organization regularly engaged in rating insurance companies (including specifically A. M. Best & Company) of not less than one rating below the top rating. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord and Landlord's managing agent as an additional insured. The Certificate shall provide for a **30-day** written notice to Landlord in the event of cancellation or material change of coverage. Not later than **30 days** prior to the expiration of any coverage, renewals or replacements for such contracts of insurance shall be delivered to Landlord, together with proof of payment of the associated premiums. In the event Tenant shall fail to procure any contract of insurance that is expiring or has been canceled, Landlord may, but shall not be obligated to, procure such insurance on behalf of Tenant and the cost thereof shall be payable to Landlord as additional rent within 10 days following written demand therefor.

Additionally, Tenant shall keep in full force and effect during the term hereof, a policy of Worker's Compensation and Employer's Liability insurance with a Waiver of Subrogation to the benefit of the Landlord and protecting Tenant from all causes, including their own negligence, with an Employer's Liability limit of One Million (\$1,000,000) Dollars. Tenant shall deliver a policy of such insurance or certificate thereof to Landlord. Said policy shall not be cancelable without thirty (30) days written notice to Landlord, and in the event Tenant shall fail to procure such insurance, Landlord may at its option procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as an additional charge upon receipt by Tenant of bills therefor.

Tenant shall be responsible for payment of all costs in connection with installation, maintenance and repair of equipment on Tenant's Demised Premises if such installation is required by Landlord's Fire and

Liability Insurance. Tenant agrees to comply with requirements of Landlord's insurance and applicable Fire Department regulations.

13. **WAIVER OF SUBROGATION.** Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability, whatsoever, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

14. **DAMAGE BY FIRE OR OTHER CASUALTY.** If the building shall be damaged or destroyed in whole or in part by fire or other cause and is rebuilt and restored to a good and tenantable condition by Landlord within a reasonable time, the rental shall abate, entirely in case the entire Demised Premises are untenable, until same shall be restored to a tenantable condition. If Tenant shall fail to adjust its own insurance within a reasonable time and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental as above provided during the term of such delay; and the Tenant shall use any part of the Demised Premises for storage during the period of repair, a reasonable charge for which shall be made against Tenant. In case the building is not repaired or restored, this Lease shall be terminated.

15. **RIGHT TO MORTGAGE.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in said Demised Premises and on the land and buildings hereafter placed upon the land of which the Demised Premises forms a part.

16. **REAL ESTATE TAXES.** Tenant shall during the term of this Lease, pay one hundred (100%) percent of the Real Estate Tax Expense which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority, or any other taxing authority having jurisdiction over the Property, against the land, buildings and all other improvements within the Property, together with any and all expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall include the face amount of real estate taxes without regard to discounts earned by the Landlord due to early payment of real estate taxes, and further shall not include any additional charges or penalties incurred by Landlord due to late payment of real estate taxes.

In the event that the increase in the amount of such tax payable is because of an increase in assessed valuation, Tenant shall have the right to appeal or contest such increased assessment if it should desire to do so. Landlord agrees to execute any and all documents necessary to authorize Tenant to take any such action to appeal or contest the assessed valuation placed upon the Landlord's property in the Property in the name of the Landlord. Any cost or expense, or any penalties, that may be incurred as a result of any such appeal or contest of the amount of the assessed valuation shall be borne by Tenant. Any reimbursement due shall be payable within thirty (30) days after certification to Tenant by Landlord of the amount required with sufficient data on the calculation thereof to permit verification of the amount due by Tenant.

17. **PERSONAL PROPERTY TAXES.** Tenant shall pay all taxes levied against its personal property located within the Demised Premises during the term of this Lease.

18. **EMINENT DOMAIN.** If a part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date possession of that part so taken shall be required and the rental shall be paid up to that date. In the event that all the Demised Premises amounting to fifty (50%) percent or more thereof is taken, Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in possession of the remainder of the Demised Premises under the terms herein provided, except that the rental shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation of diminution in the value of the leasehold or of the fee of the Demised Premises herein leased.

19. **RESTRICTION AGAINST ASSIGNMENT AND SUBLETTING.** Tenant shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein, or sublet said Demised Premises or any parts thereof or permit the use of same or any part thereof by anyone other than Tenant, excepting in the regular course of its business operation of subletting departments, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent by Landlord to any assignment or transfer of interest under this Lease or subletting of said Demised Premises or any part thereof shall be limited to the instance stated in such written consent and shall not constitute a release, waiver or consent to any other assignment, transfer of interest, or subletting.

20. **EVENTS OF DEFAULT; RIGHTS OF LANDLORD UPON DEFAULT.** In the event Tenant shall fail or omit to make payment of the rental or any other herein specified item that it is required to make for five (5) days or more after maturity of same, breaches any of the covenants herein provided, fails to fully and promptly perform any act required of it in the performance of this Lease, abandons the Demised Premises, becomes insolvent, makes an assignment for the benefit of creditors, is adjudicated bankrupt, has a receiver or trustee appointed for its property as a result of its insolvency or threatened insolvency or is subject to a levy of execution or attachment or other taking of its property or its assets or its leasehold interest in the Demised Premises by process of law or otherwise in satisfaction of any judgment or debt or claim, Tenant shall be in default. Landlord may, at its option, unless said default is cured within five (5) days after notice of said default is delivered forthwith, terminate this Lease and all of the rights of Tenant hereunder and thereupon Landlord shall have the right to enter said Demised Premises and remove all persons and property therefrom, or Landlord may, without terminating this Lease, enter into said Demised Premises as the agent of Tenant and re-let the Demised Premises with or without any furniture, fixtures, or property of Tenant, or make any repairs, changes, alterations, or additions in or to the said Demised Premises that may be necessary or convenient, all for the account of Tenant. The re-letting for the Tenant shall be for such rent and upon such terms as shall be satisfactory to the Landlord and Landlord shall credit the proceeds thereof, after paying all the costs and expenses of such re-entry, repairs, changes, alterations and additions and the expense of such re-letting, to the unpaid rent and other amounts falling due hereunder during the remainder of the term of this Lease and Tenant shall be and shall remain liable to Landlord for the balance thereof. The foregoing rights preserved to Landlord

are in addition to its rights to sue for past due rentals or charges due under this Lease five (5) days after notice of said default is delivered to Tenant and Tenant hereby agrees to pay, in addition to the past due rentals and charges, interest on the past due sum in the amount of eighteen (18%) percent per annum, plus all reasonable attorneys' fees, including interest, together with all court costs and expenses incurred by Landlord in the process of collection. Tenant shall also reimburse Landlord for unamortized prepaid lease commissions paid to Broker on Tenant's behalf.

21. **WAIVER OF JURY TRIAL.** Tenant and Landlord hereby waive trial by jury in any action or proceeding arising out of or in any way relating to the performance or non-performance of this Lease by either party other than claims by third parties for personal injury or property damage.

22. **SECURITY INTEREST.** To secure Landlord in the payment of all sums which shall be due hereunder, whether rentals or other charges or fees, compensation for damages or damages for breach of any of the terms or conditions hereof, Tenant grants unto Landlord a security interest in all goods of any nature whatsoever, inventory, instruments, accounts, contract rights, chattel paper and general intangibles presently existing or hereafter arising or acquired which are placed or used in or on arise out of the use and/or operation of the Demised Premises and all proceeds of the foregoing and Landlord shall have the same rights and remedies as a secured party under the Uniform Commercial Code in enforcing said security interest on default by Tenant in performing any of the agreements, covenants, requirements or conditions of this Lease.

23. **COVENANT OF TITLE AND QUIET POSSESSION.** Landlord covenants that it has the right to make this Lease for the term aforesaid and that it will put Tenant into possession of the Demised Premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Landlord further covenants that there are no restrictive covenants, zoning, or other ordinances or regulations which will prevent Tenant from conducting its usual business or any department thereof in the Demised Premises. Landlord warrants that Tenant, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the Demised Premises during the term of this Lease and any extension thereof.

24. **RIGHT TO EXAMINE PREMISES.** Tenant agrees to allow Landlord, its agents and representatives, free access to the Demised Premises during reasonable hours for the purpose of examining same; and during the period of three (3) months previous to the expiration of the term of this Lease or during the period of three (3) months prior to any renewal hereof, to exhibit same to prospective tenants.

25. **HOLDING OVER.** It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily occupancy charge equal to five (5%) percent of the monthly rental under Paragraph 3 (plus all other charges payable by Tenant under this Lease) for each day from the expiration or termination of this Lease until the date Demised Premises are delivered to Landlord in the condition required herein, and Landlord's right to damages for such illegal occupancy still survive.

26. **SUCCESSORS AND ASSIGNS.** The covenants and agreements of this Lease shall be binding upon and for the benefit of the successors and assigns of the parties hereto.

27. **PROPER NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be addressed (a) if to Landlord, at attn: Zhangbin Liang at 268 Jacaranda Dr. Battle Creek, MI 49015 or at such other address as Landlord may designate by written notice, and (b) if to Tenant, attn: Yin Li at 727 E. Miller Rd Lansing, MI 48911, or at such other address as Tenant may designate by written notice. Notwithstanding the foregoing, a notice of non-payment of rent and/or Notice to Quit pursuant to an eviction of Tenant may be sent by United States first class mail, postage prepaid to the Tenant.

28. **WAIVER.** The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

29. **ENTIRE AGREEMENT.** This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

30. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rental, percentage rental, additional rental, or any other payments required by the terms of this Lease.

31. **CIVIL DISTURBANCE, DEMONSTRATIONS, PICKETING, ETC.** It is expressly covenanted and agreed that Landlord may exercise its discretion in determining what measures, if any, are to be taken in the event any civil

disturbance, demonstration, picketing or riot takes place on the Demised Premises or parking areas connected thereto and Landlord shall not be liable for any interruption of business or any injuries or damages to persons or property on or in the Demised Premises resulting from said civil disturbance, demonstration, picketing or riot or the measures taken by Landlord to control said civil disturbance, demonstration, picketing or riot.

32. **PERSONAL PROPERTY, MERCHANDISE, FURNITURE AND FIXTURES.** Any and all personal property, merchandise, furniture or fixtures placed in or moved upon the Demised Premises by Tenant shall be at the sole risk of Tenant. Landlord shall not be liable for damages to said personal property, merchandise, furniture or fixtures, or to Tenant arising from the bursting or leaking of water pipes or from any act of negligence of any co-tenant. Upon termination of this Lease or any extension or renewal hereof, Tenant shall have the right to remove all or any portion of such personal property, provided that Tenant shall repair any damage to walls, floors or doors arising from Tenant's removal of said personal property.

33. **TENANT DEFINED; USE OF PRONOUN.** The word *Tenant* shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnership, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

34. **PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. **HAZARDOUS SUBSTANCES.** Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Demised Premises by Tenant, Tenant's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Demised Premises, or if the Demised Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Demised Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Demised Premises and that results in contamination, Tenant shall promptly, as its sole expense, take any and all necessary actions to return the Demised Premises to the condition existing prior to the presence of any such Hazardous Substance of the Demised Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Michigan, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

36. **TITLE III.** Notwithstanding any other provision of this Lease, the parties hereby agree that the Demised Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of the Tenant to comply with any and all provisions of the ADA, and such compliance may be required to operate the Demised Premises. The Tenant further agrees to indemnify and hold the Landlord harmless against any claims which may arise out of Tenant's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims.

37. **OPTION TO RENEW.** During the term of this Lease, So Long as Tenant is not in default of the lease or shall not been habitually late (defined as more than twice during any one-year period), Tenant shall have the Option to Renew this lease for two (2) additional Five (5) year periods. Fixed Minimum Rental Rate shall escalate at an annual rate of 2.5% per year during each renewal period so as long as the lease is in effect for the subject property.

In the event that the option to purchase is exercised by Tenant, Martin Commercial Properties, Inc. shall represent Landlord as seller and shall be compensated at closing pursuant to the terms of the Exclusive Marketing Agreement dated February 15, 2019, in full force and effect at the time of the execution of this Lease.

38. **LANDLORD'S WORK.** On or about the Commencement Date, Landlord shall fill any potholes prior to December 2024. So long as tenant has paid all CAM, Rent and taxes as required by this lease during the summer and fall of 2023 Landlord shall complete additional parking lot repairs and re-striping (hereinafter "Landlord's Work"). Landlord's Work is more shall be limited to cutting out potholed or "alligatored" asphalt areas.

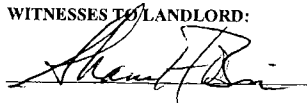
Subject to the completion of the above, Tenant leases the Demised Premises in its current, "as-is", condition.

39. **CANCELLATION PROVISION.** If within the first 180 days after Lease Commencement Tenant is denied MLCC approval of a Class C liquor license, then Tenant shall have the option to terminate this Lease by giving Landlord one hundred eighty (180) days advance written notice.

40. **BROKER.** Tenant warrants that it has dealt with no broker except Colliers International, which represents Landlord in connection with this Lease Agreement with Option to Purchase Agreement. Landlord shall pay Broker pursuant to a separate agreement for lease and/or sale of the subject property as noted in Exhibit D.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers and sealed with their respective seals the day and year first above written.

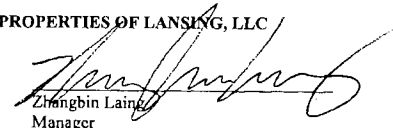
WITNESSES TO LANDLORD:



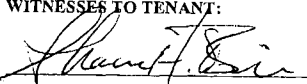
AI PROPERTIES OF LANSING, LLC

By:

Its:


Zhongbin Lian
Manager

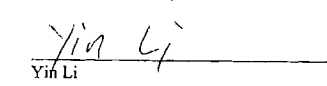
WITNESSES TO TENANT:



FOREVER FRIENDSHIP, INC. dba: Kin Ocean Crab

By:

Its:


Yin Li
President

THIS LEASE IS PERSONALLY GUARANTEED BY:

In consideration of making the Lease by and between **A1 PROPERTIES OF LANSING, LLC.** as Landlord and **FOREVER FRIENDSHIP, INC.** as Tenant dated the _____ day of July, 2023, at the request of the undersigned and in reliance on this Guaranty, the undersigned hereby guarantees the payment of the rent to be paid by the Tenant and the performance by the Tenant of all the terms, covenants and conditions of the Lease (subject to the cancellation provision in Paragraph 39 of the Lease), and the undersigned promises to pay all the Landlord's expenses, including reasonable attorney's fees, incurred by the Landlord in enforcing all obligations of the Lease under the Lease or incurred by the Landlord in enforcing this Guaranty.

The Landlord's consent to any assignment or assignments, and successive assignments by the Tenant and Tenant's assigns, of this Lease, made either with or without notice to the undersigned, or a change or different use of the demised premises, or Landlord's forbearance, delays, extensions of time or any other reason whether similar to or different from the foregoing shall in no way or manner release the undersigned from liability as guarantor.

WITNESSES TO GUARANTOR:

YIN LI

By:

YIN LI

Date: _____

EXHIBIT A
Floor Plan

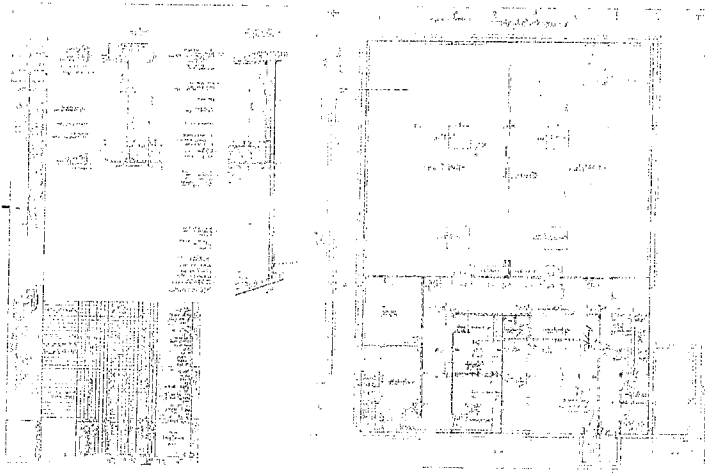


EXHIBIT B
Rules and Regulations

Tenant covenants and agrees with Landlord that:

- (A) All signs placed on the Property shall be properly permitted by the City of Lansing and shall meet local sign ordinances. The cost to obtain any and all signage permits shall be paid for by Tenant. Landlord shall, in Landlord's sole discretion, reserve the right to disapprove signage which may be offensive or signage which does not meet local ordinances or code. The cost for removal of any signage shall be paid for by Tenant.
- (B) No awnings or other projections shall be attached to the exterior walls of the Demised Premises or the building of which they form a part without the prior approval of Landlord.
- (C) *Intentionally deleted.*
- (D) No radio or television or other type of aerial antenna or T.V. dish shall be erected on the roof, on exterior walls of the Demised Premises of the Property, or on the grounds, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior consent shall be subject to removal without notice at any time.
- (E) No loudspeakers, television sets, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside the Demised Premises without the prior written consent of Landlord.
- (F) Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (G) *Intentionally deleted.*
- (H) Tenant shall not permit any obstructions or merchandise in the service accesses, sidewalks, entrances.
- (I) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the automobile license numbers of its employees' cars within five (5) days of any request to do so by Landlord.
- (J) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may reasonably require, provided the cost thereof is competitive to any similar service available to Tenant.
- (K) Tenant shall maintain sprinkler system and comply with local ordinances to keep inspections and service up to date.
- (L) *Intentionally deleted.*
- (M) Tenant shall not bring or permit to be brought or kept in or on the Premises or Property any inflammable, combustible, corrosive, caustic, poisonous, or explosive substance, or firearms, or cause or permit any odors to permeate in or emanate from the Premises, or permit or suffer the Property to be occupied or used in a manner offensive or objectionable to Landlord by reason of light, radiation, magnetism, noise, odors and/or vibrations.
- (N) Tenant shall obtain all permits or licenses necessary to conduct its business.
- (O) Except for those exclusively for use by employees of Tenant which are not visible from the sales area of Tenant's Demised Premises or the exterior of the Demised Premises, Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including but not limited to pay telephones, pay lockers, pay toilets, pay scales, amusement devices, and machines for the sale of beverages, food, candy, cigarettes, or other commodities, without the prior written consent of Landlord.
- (P) Tenant shall not place or maintain any temporary fixture for display of merchandise in front of or within any entrance to the Demised Premises which is within six (6) feet of the front line of the Demised Premises or within three (3) feet of any recessed entry of the Demised Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Demised Premises or Tenant's merchandise, to remove any of the same from the Demised Premises except such as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.
- (Q) Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound and other waves or disturbances, or create odors, any of which may be offensive to other tenants, occupants, or customers of the Property or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from within the Property or elsewhere.
- (R) No auction, liquidation, going-out-of-business, fire, or bankruptcy sales may be conducted in the Demised Premises.
- (S) *Intentionally deleted.*
- (T) *Intentionally deleted.*

(U) *Intentionally deleted.*

The foregoing covenants and agreements in this Exhibit B shall be referred to collectively as "Rules and Regulations."

Tenant agrees that Landlord may amend, modify and delete present rules and regulations or add new and additional reasonable rules and regulations for the use and care of the Demised Premises. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place upon the Property as Landlord may designate.

In the event of any breaches of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for default of Tenant.

APPROVED BY LANDLORD:

A1 PROPERTIES OF LANSING, LLC

By: _____

Print: _____

Its: _____

Date: _____

APPROVED BY TENANT:

FOREVER FRIENDSHIP, INC., dba: King Ocean Crab

By: _____

Print: _____

Its: _____

Date: _____

EXHIBIT C
Sign Specifications

These specifications have been established for the purpose of assuring a consistent image for the Property and the mutual benefit for all Tenants. Conformance will be strictly enforced. Any installed non-conforming or unapproved signs must be removed upon Landlord's written request at Tenant's expense and also brought into timely conformance at the expense of Tenant prior to re-installation.

A. GENERAL REQUIREMENTS

LANDLORD AT ITS SOLE DISCRETION RESERVES THE RIGHT TO DISAPPROVE ANY SIGN DESIGN.

NO FABRICATION OF ANY SIGN SHALL COMMENCE PRIOR TO APPROVAL OF SIGN DRAWINGS BY LANDLORD IN WRITING.

1. No sign shall be fabricated and installed unless by a Landlord approved sign contractor.
2. Tenant shall submit to Landlord, for approval before fabrication a copy of detailed drawings indicating the location on the building, size layout, design and color of the proposed signs, including all lettering and/or graphics.
3. All permits for signs and their installation shall be obtained and paid for by Tenant.
4. Tenant shall be responsible for the fulfillment of all requirements and specifications as prescribed by Landlord and/or any necessary governmental authority.
5. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense.
6. All signs and their installation shall comply with all local building, zoning and electrical codes. Nothing in these criteria shall imply a waiver of requirements by any governmental authorities.
7. All signs shall be reviewed by Landlord for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics of design shall remain the sole right of the Landlord. Approval shall be evidenced by Landlord's signature upon Tenant's submitted drawings.

B. GENERAL SPECIFICATIONS

1. All signs shall be internally illuminated individual letter or "box" type signs.
2. Electrical service to all signs shall be on Tenant's meter at Tenant's expense. Signs shall be illuminated from dusk until dawn local time.
3. No script or logos will be permitted unless approved by Landlord at its sole discretion.
4. Wording of signs shall not include the product sold except as part of Tenant's trade name or insignia.
5. All conductors, transformers and other equipment shall be concealed.
6. No exposed raceways, crossovers, ballasts or conduit will be permitted.
7. Tenant shall be responsible for the installation and maintenance of all signs.
8. All signs are to be installed under the direction of Landlord or Landlord's representative.
9. Tenant shall repair any damage caused by said contractor's work, or by its agents or employees at Tenant's expense.
10. Tenant shall be liable for operations of Tenant's sign contractor.
11. No signs perpendicular to the face of the building or storefront will be permitted. No cabinet signs will be allowed.

C. SIGNS ARE TO BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING:

1. All signs shall be limited to Individual Pan Channel letters or internally illuminated "box" type signs.
2. All signs are to be centered on the Demised Premises except where otherwise approved or specified by Landlord.
3. The total square footage of Tenant's sign shall be the maximum allowed by governmental authority.

4. The color of the face of the sign letters may be selected by Tenant but must be in keeping with the overall color scheme of the Property and must be approved by Landlord.
5. Letter style and color copy shall be Tenant's choice and subject to Landlord's approval. Face of letters shall be Plexiglas and not painted.
6. All signs must have 60 M.A. transformers on all Mercury Argon gas tubing. 30 M.A. transformers may be used on red neon tubing.
7. No clips, mounting devices or labels shall be visible.
8. All penetrations of the building structure (to include fascia) required for sign installation shall be sealed in a watertight condition. If at any time during Tenant's occupancy of the Demised Premises, water is found to be leaking into building structure via penetrations from Tenant's sign, then Tenant shall cause its sign contractor or others to make the necessary repairs to stop water leakage at Tenant's sole expense.

D. MISCELLANEOUS

1. Each Tenant shall be permitted to place upon its entrance decal lettering, in a color and style approved by Landlord, not to exceed 2" in height, indicating hours of business, emergency telephone numbers, etc.
2. Except as provided herein, no advertising placards, banners, pendants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass storefront, the exterior walls of the buildings, or within 24" of the windows.
3. If required by the U.S. Post Office, Tenant may install on the storefront, its street number in the exact location and/or size, type and color of numbers as stipulated by Landlord.
4. Tenant shall remove sign upon notice of move-out. Upon removal of Tenant's sign, Tenant at its sole expense, shall plug and patch all penetrations into the building structure so as to make them watertight and so as to match the adjacent finish in a manner satisfactory to Landlord.

If Tenant fails to remove all signage and make repairs to the building, then Landlord shall complete same, and Tenant's security deposit shall be reduced by the amount of the repair or Tenant shall be invoiced accordingly.

SIGN SPECIFICATIONS ACKNOWLEDGED AND ACCEPTED BY TENANT:

FOREVER FRIENDSHIP INC.

By: Yin Li

Print: Yin Li

Its: _____

Date: _____

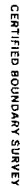
By: _____

Print: _____

Its: _____

Date: _____

Boundary Survey



LEGAL DESCRIPTION:

1941-1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622,

TAB 4

[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON, D. C.

PROJECT NO. 2010020

DRAWN _____ JS
CHECKED _____ ZL
APPROVED _____
ISSUED FOR _____ RATE _____

11/12/2000 SHEET A.1

(INTERIOR RENOVATION)
727 E MILLER ROAD
LANSING, MI 48211

LSA, Inc.

4743 PARKSIDE CT.
ANN ARBOR, MI 48105
734.417.0260 (PHONE)
734.212.2130 (FAX)
ATLANTA, GA



TABI



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

On-Premises Retailer License & Permit Application

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

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

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

- ☐ Completed On-Premises Retail License & Permit Application (Form LCC-100a, attached)
- ☐ Livescan Fingerprint Form (LCC-105)* (attached)
- ☐ Inspection, License, and Permit Fees

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

- ☐ Corporate Documents (see list below) - Submit for the applicant company, and if the applicant company has multiple levels of ownership structure in which stockholders or members are also companies, submit the applicable documents listed below for any stockholder or member companies to the third tier of ownership - for example: applicant company (tier 1) > stockholder/member (tier 2) > stockholder/member (tier 3).
- ☐ Multi-Tier Organizational Chart - If the applicant company has more than three levels of ownership structure please provide an organizational chart that shows all the levels of ownership to individual people, including trusts.
- ☐ Local Government Authorization (Form LCC-106) - For a new on-premises license only
- ☐ Purchase agreement - **For the transfer of ownership of a license**
- ☐ Property document (lease, deed, land contract, etc.)
- ☐ New On-Premises Resort License Questionnaire (LCC-109a) or New On-Premises Redevelopment or Development District License Questionnaire (LCC-109b) - For a new on-premises Resort, Redevelopment, or Development District license only

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

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

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- ☐ Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

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

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

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Copy of the operating agreement or bylaws of the applicant company
- ☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.

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

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



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

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

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

Part 1 - Applicant Information

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

Applicant name(s): Forever Friendship, Inc.	
Address to be licensed: 727 E. Miller Road	
City: Lansing	Zip Code: 48911
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN): [REDACTED]	

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

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s): Tannin, LLC	
Current licensed address: 1620 E. Michigan Ave.	
City: Lansing	Zip Code: 48912
City/township/village where license is issued: City of Lansing	County: Ingham

Part 3 - Licenses, Permits, and Permissions

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

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

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

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

Inspection Fees:	\$140.00	License & Permit Fees:	\$950.00	TOTAL FEES:	\$1,090.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Forever Friendship, Inc.

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)

Number of Additional Bars: _____

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

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

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

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

Make checks payable to **State of Michigan**

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

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

☐ 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
☐ Off-Premises Storage	No charge
☐ Direct Connection(s)	No charge
☐ On-Premises Public Swimming Pool Permit - Complete <u>Form LCC-209</u>	

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

Off-Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
☐ ☒ SDM License	\$100.00	4034
☐ ☐ SDD License	\$150.00	

Off Premises Permits:	Base Fee:
☐ SDD Sunday Sales Permit (PM)** For Spirit Products	\$22.50
☐ SDM Sunday Sales Permit (PM)** For Mixed Spirit Drink Products	\$15.00
☐ Motor Vehicle Fuel Pumps	No charge

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

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

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

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

Name: Yin Li		
Home address: [REDACTED]		
City: Lansing	State: MI	Zip Code: 48910
Business Phone: 989-475-2477	Cell Phone: 989-475-2477	Email: kingoceanrabb@gmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☐ 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 <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

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

[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): N/A			
Spouse's date of birth: N/A	Is your spouse a citizen of the United States of America? ☐ Yes ☒ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No			
Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☒ No			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☒ No			
Date	City/State	Charge	Disposition

Part 5c - Signature

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

Yin Li, President

Print Name

Signature

Date

Part 6 - Contact Information For This Application

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: Yin Lin		Relationship: President			
Mailing address: 727 E. Miller Road					
City: Lansing		State: MI		Zip Code: 48911	
Phone: 989-475-2477		Fax number: N/A		Email: kingoceancrab@gmail.com	

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

Attorney name: Michael J. Cole, Fahey Schultz Burzych Rhodes PLC		Member Number: P-
Attorney address: 4151 Okemos Road, Okemos, MI 48864		
Phone: 517-381-3208	Fax number: 517-381-5050	Email: mcole@fsbrlaw.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.

Yin Li, President

Print Name of Applicant & Title

Yin Li

Signature of Applicant

11/09/23

Date

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

Michigan Liquor Control Commission

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

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

Fax to: 517-284-8557

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

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

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

Instructions: See page two.

I. Authorizing Information

1. Fingerprint Reason Code	2. Requestor/Agency ID	3. Agency Name	4. Individual ID (MNU-OA)
		MI Dept of Licensing & Regulatory Affairs - Liquor Control	

II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.

1a. Last Name Li	1b. First Name Yin	1c. Middle Initial	1d. Suffix
2. Any Alternative Names, Last Names, or Aliases		3. Social Security Number (Optional)	
4. Place of Birth (State or Country)	5. Date of Birth	6. Phone Number	7. Driver's License / State ID Number
8. Issuing State			
9. Home Address	10. City Lansing	11. State MI	12. ZIP Code 48910
13. Sex	14. Race	15. Height	16. Weight
17. Eye Color		18. Hair Color	

III. Live Scan Information

1. Date Printed 11-15-23	2. Picture ID Type Presented	3. Transaction Control Number (TCN)	4. Live Scan Operator K. Chen
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* 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:

Yin Li

Date:

11/15/23

TAB²



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 (LCC-301)

Part 1 - Licensee Information

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

Licensee name(s): Forever Friendship, Inc.

Address: 727 E. Miller Road

City: Lansing

State: MI

Zip Code: 48911

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:
Yin Li, 727 E. Miller Rd., Lansing, MI 48911	100&	4/26/23

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

Yin Li, President - 727 E. Miller Rd., Lansing, MI 48911

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:

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



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

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Name and address of Managers, pursuant to administrative rule R 436.1111:		

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

Name & Title:	Yin Li - President, Forever Friendship
Name & Title:	Michael Cole - Attorney, Fahey Schultz Burzych Rhodes PLC
Name & Title:	Rhonda Mask -Paralegal, Fahey Schultz Burzych Rhodes, PLC
Name & Title:	
Name & Title:	

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

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

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

Yin Li, President	<u>Yin Li</u>	<u>11/09/23</u>
Print Name of Applicant or Licensee & Title	Signature of Applicant or Licensee	Date

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

TAB₃

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC PROFIT CORPORATION

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

FOREVER FRIENDSHIP INC

ARTICLE II

Unless the articles of incorporation otherwise provide, all corporations formed pursuant to 1972 PA 284 have the purpose of engaging in any activity within the purposes for which corporations may be formed under the Business Corporation Act. You may provide a more specific purpose:

ARTICLE III

1. State the total authorized shares of each class of stock that the corporation is authorized to issue. All corporations must authorize stock.* If there is more than one class or series of shares, state the relative rights, preferences and limitations of the shares of each class in Article III(2).

Class of Stock	Total authorized number of shares
COMMON	1,000

ARTICLE IV

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

1. Agent Name: YIN LI
2. Street Address: 727 E MILLER RD
Apt/Suite/Other:
City: LANSING
State: MI Zip Code: 48911
3. Registered Office Mailing Address:
P.O. Box or Street Address: 727 E MILLER RD
Apt/Suite/Other:
City: LANSING
State: MI Zip Code: 48911

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
YIN LI	727 E MILLER RD, LANSING, MI 48911 USA

Signed this 19th Day of April, 2023 by the incorporator(s).

Signature	Title	Title If "Other" was selected
YIN LI	Incorporator	

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

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

FOREVER FRIENDSHIP INC

ID Number: 803025914

received by electronic transmission on April 19, 2023 ***, is hereby endorsed.***

Filed on April 26, 2023 ***, 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 26th day of April, 2023.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

TAB 4

BYLAWS
OF
FOREVER FRIENDSHIP, INC.

Effective: April 26, 2023

BYLAWS
OF
FOREVER FRIENDSHIP, INC.

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BYLAWS
OF
FOREVER FRIENDSHIP, INC.

ARTICLE I
Shares of Stock

1.1 Certificate of Shares. The certificates of shares of capital stock of the Corporation shall be in such form as shall be approved by the Board of Directors and as shall be required by law. The certificates of shares shall be signed by the Chairman of the Board, Vice-Chairman of the Board, President or a Vice-President and may also be signed by another officer of the Corporation. The certificates may be sealed with the seal of the Corporation or a facsimile thereof.

1.2 Transfer of Shares. Shares of capital stock of the Corporation shall be transferred by endorsement of the certificates representing said shares by the registered holder thereof, or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney who shall be authorized by a Power of Attorney which is duly executed and filed with the Secretary of the Corporation, and by the surrender of the shares to the Secretary for cancellation. The person whose name is listed on the books of the Corporation as the owner of the shares shall be deemed by the Corporation to be the owner thereof for all purposes.

1.3 Lost Certificates. In the event of loss of stock certificates, new certificates shall be issued only upon proof of loss by affidavit by the registered holder and approval by the Board of Directors, who may require a Bond of Indemnity in a form satisfactory to them as a condition thereof.

1.4 Fixing of Record Date. For the purpose of determining shareholders entitled to notice of and to vote at a meeting of shareholders or an adjournment of a meeting, the Board may fix a record date which shall not precede the date on which the resolution fixing the record date is adopted by the Board. The date shall be not more than sixty (60) nor less than ten (10) days before the date of the meeting. If a record date is not fixed, the record date for determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day next preceding the day on which the meeting is held. When a determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders has been made as provided in this section, the determination applies to any adjournment of the meeting, unless the Board fixes a new record date under this section for the adjourned meeting.

For the purpose of determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, the Board may fix a record date which shall not precede the

date on which the resolution fixing the record date is adopted by the Board and shall not be more than ten (10) days after the Board resolution. If a record date is not fixed and prior action by the Board is required with respect to the corporate action to be taken without a meeting, the record date shall be the close of business on the day on which the resolution of the Board is adopted. If a record date is not fixed and prior action by the Board is not required, the record date shall be the first date on which a signed written consent is delivered to the Corporation pursuant to Section 407 of the Michigan Business Corporation Act, as amended, or any successor provision.

For the purpose of determining shareholders entitled to receive payment of a share dividend or distribution, or allotment of a right, or for the purpose of any other action, the Board may fix a record date which shall not precede the date on which the resolution fixing the record date is adopted by the Board. The date shall not be more than sixty (60) days before the payment of the share dividend or distribution or allotment of a right or other action. If a record date is not fixed, the record date shall be the close of business on the day on which the resolution of the Board relating to the corporate action is adopted.

1.5 Closing of Transfer Books. The Board of Directors may fix in advance a date not less than ten (10) days nor more than sixty (60) days preceding the date of any meeting of shareholders, of the date of the payment of any dividend, or the date when a change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, in such case, such shareholders, and only such shareholders, shall be shareholders of record on the date so fixed and shall be entitled to notice of, and to vote at, such meeting, or to receive payment of any such dividend, or to receive such allotment of rights, or to receive such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, or otherwise, after any such record date fixed as aforesaid.

1.6 Dividends and Reserves. The Board of Directors may, from time to time, declare and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

No dividend may be paid if, after giving it effect, the Corporation would not be able to pay its debts as they become due in the usual course of business, or the Corporation's total assets would be less than the sum of its total liabilities plus the dissolution preferences of senior equity securities.

In determining the legality of dividend distributions, the judgment of the Board of Directors shall be conclusive if made in good faith and with due care. Dividends may be paid in cash, in property, in shares of capital stock and in obligations of the Corporation.

The Board of Directors shall have power and authority to set apart out of any funds available for dividends such reserve or reserves, for any proper purpose. The Board shall also have the power and authority to abolish any such reserves.

ARTICLE II Shareholders

2.1 Annual Meeting. The annual meeting of the shareholders shall be held at a time and place designated by the Board of Directors. The purpose of the annual meeting shall be to elect Directors, and to transact such other business as may come before the meeting.

2.2 Special Meeting. Special meetings of the shareholders may be called by the President or Secretary and shall be called by either of them on the request in writing of the Board of Directors or by vote of one or more shareholders of record owning a majority of the issued and outstanding shares of capital stock of the Corporation.

2.3 Notice of Meeting. Notice of the time, place if any, and purpose of any shareholders' meeting shall be given to each shareholder, either personally, by mail, or by electronic transmission, not less than ten (10) days nor more than sixty (60) days before the meeting. If mailed, notice shall be deemed given by depositing the same in a post office box, postage prepaid, and addressed to the last-known address of such shareholder. If notice is given by electronic transmission, the notice is given when electronically transmitted to the shareholder entitled to the notice in a manner authorized by the shareholder. If a Shareholder or proxy holder may be present and vote at the meeting by remote communication, the means of remote communication allowed shall be included in the notice. The notice shall include notice of proposals from shareholders that are proper subjects for shareholder action and are intended to be presented by shareholders who have notified the Corporation in accordance with Section 10. of this Article II. Electronic transmission shall be as defined in the Michigan Business Corporation Act, as amended.

2.4 Quorum of Shareholders. Except as hereinafter provided and as otherwise provided by law, at any meeting of the shareholders, a majority in interest of all the capital stock issued and outstanding, represented by shareholders of record in person or by proxy, shall constitute a quorum. The shareholders present in person or by proxy at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. Less interest than a quorum may adjourn any meeting.

2.5 Voting. Each outstanding share is entitled to one vote on each matter submitted to a vote, unless otherwise provided in the Articles of Incorporation. A vote may be cast either orally or in writing. When an action, other than the election of directors, is to be taken by vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote thereon, unless a greater plurality is required by the Articles of Incorporation or by law. Except as otherwise provided by the Articles of Incorporation, the directors shall be elected by a plurality of the votes cast at an election of directors.

2.6 Proxies.

(a) A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize other persons to act for him or her by proxy.

(b) A proxy is not valid after the expiration of three years from its date unless otherwise provided in the proxy.

(c) Without limiting the manner in which a shareholder may authorize another person or persons to act for him or her as proxy pursuant to Subsection (a) of this section, the following methods constitute a valid means by which a shareholder may grant authority to another person to act as proxy:

(1) The execution of a writing authorizing another person or persons to act for the shareholder as proxy. Execution may be accomplished by the shareholder or by an authorized officer, director, employee, or agent signing the writing or causing his or her signature to be affixed to the writing by any reasonable means including, but not limited to, facsimile signature.

(2) Transmitting or authorizing the transmission of a telegram, cablegram, or other means of electronic transmission to the person who will hold the proxy or to a proxy solicitation firm, proxy support service organization, or similar agent fully authorized by the person who will hold the proxy to receive that transmission. Any telegram, cablegram, or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the shareholder. If a telegram, cablegram, or other electronic transmission is determined to be valid, the inspectors, or, if there are no inspectors, the persons making the determination shall specify the information upon which they relied.

(d) A copy, facsimile telecommunication, or other reliable reproduction of the writing or transmission created pursuant to Subsection (c) of this section may be substituted or used in lieu of the original writing or transmission for any purpose for which the original writing or transmission could be used, if the copy, facsimile telecommunication, or other reproduction is a complete reproduction of the entire original writing or transmission.

2.7 Waiver of Notice. Attendance of a person at a meeting of shareholders, in person or by proxy, constitutes a waiver of notice of the meeting, except when the shareholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

2.8 Consent in Writing. Any action required or permitted to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if before or after the action, all the shareholders entitled to vote consent in writing.

2.9 Electronic Meetings. The shareholders may participate in a meeting of the shareholders by means of conference telephone or similar communications equipment by means, of which all

persons participating in the meeting can communicate with each other. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

2.10 Notice of Shareholder Proposals. A shareholder may cause the Corporation to include in the notice for any meeting of shareholders notice of proposals under section 2.3 by giving timely written notice to the secretary of the Corporation at the Corporation's principal executive offices. To be timely with respect to: (a) an annual meeting of shareholders pursuant to section 2.1 (an "Annual Meeting"), a shareholder's notice must be delivered or mailed and received by the secretary of the Corporation not less than ninety (90) days prior to the date set for the annual meeting in section 2.1; and (b) a meeting that is a special meeting pursuant to section 2.2 (a "Special Meeting"), not less than fifteen (15) days after the earlier of (i) the Corporation's announcement of the intention to call a Special Meeting or (ii) if no such announcement is made, the date that notice of the Special Meeting is given personally or is mailed by the Corporation pursuant to section 2.3, in which event the Corporation shall promptly provide or mail a revised notice of the Special Meeting that includes the shareholder's proposal if it qualifies for inclusion as set forth in sections 2.3 and 2.10. A shareholder's notice to the secretary of the Corporation shall set forth as to each matter the shareholder proposes to bring before such meeting: (a) a brief description of the business to be brought before the meeting; (b) the name and address, as they appear on the Corporation's books, of the shareholder(s) proposing the business; and (c) any material interest of such shareholder(s) in such business. All determinations under section 2.10 shall be made by the Board of Directors, which determinations shall be conclusive. This section 2.10 shall be of no force and effect during any time when the Corporation has a class of securities registered under the Securities Exchange Act of 1934, as amended.

2.11 Conduct of Meetings. At each meeting of shareholders, a chair shall preside. In the absence of a specific selection by the Board of Directors, the chair shall be the chairperson of the Board. The chair shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting that are fair to shareholders. The chair of the meeting shall announce at the meeting when the polls close for each matter voted on. If no announcement is made, the polls shall be deemed to have closed on the meeting's final adjournment. After the polls close, no ballots, proxies, or votes, nor any revocations or changes to them, may be accepted.

ARTICLE III Board of Directors

3.1 Number, Term, and Qualifications. The business and affairs of the Corporation shall be managed by its Board of Directors. The number of directors on the first Board of Directors of the Corporation shall be four (4). Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his resignation or removal.

3.2 Nominations of Director Candidates. Members of the Board of Directors of the Corporation shall be nominated as follows:

(a) Nominations of candidates for election to the Board of Directors of the Corporation may be made by the Board of Directors or by any shareholder entitled to vote for election of directors.

(b) Nominations made by the Board of Directors shall be made at a meeting of the Board of Directors, or by written consent of the directors in lieu of a meeting, at any time prior to the date of any meeting of shareholders called for the election of directors, and such nominations shall be reflected in the record books of the Corporation as of the date made.

(c) Nominations made by a shareholder entitled to vote for election of directors shall be made in writing and shall be delivered to the Secretary of the Corporation not less than fourteen (14) nor more than fifty (50) days prior to the date of any meeting of shareholders called for the election of directors provided, however, that if less than twenty-one (21) days' notice of the meeting is given to shareholders, such nominations shall be delivered to the Secretary of the Corporation not more than seven (7) days following the date of such notice. Such nominations shall set forth: (1) the name, age, business address and residence address of each nominee; (2) the principal occupation or employment of each nominee; (3) the number of shares of capital stock of the Corporation beneficially owned by each nominee; (4) the total number of shares of capital stock of the Corporation that will be voted for each nominee; (5) the name, business address and residence address of the nominating shareholder; (6) the number of shares of capital stock of the Corporation owned by the nominating shareholder; (7) a statement that each nominee is willing to be nominated; and (8) such other information concerning each nominee as would be required under the rules of the Securities and Exchange Commission in a proxy statement soliciting proxies for the election of such nominees.

(d) If a nomination was not made in accordance with the foregoing procedures, such nomination shall be void and all votes cast in favor of a person so nominated shall be disregarded.

3.3 Meetings. Regular meetings of the Board of Directors shall be held either with or without notice, at such times and such places as any of the directors may by resolution from time to time determine. Special meetings of the Board of Directors shall be held whenever called by the President; or when the President shall be required to call a special meeting upon written request by any director. Due notice of any special meeting, which may be waived, shall be given by the Secretary, in writing, not later than the day preceding the meeting. A director's attendance at, or participation in, a meeting constitutes a waiver of notice of the meeting, except where, at the beginning of the meeting or upon his arrival, the director objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

3.4 Quorum. A majority of the members of the Board then in office, or of the members of a committee thereof, constitutes a quorum for the transaction of business.

3.5 Voting. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the Board or of the committee.

3.6 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken is presumed to have concurred in that action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to the action with the person acting as the Secretary of the meeting before or promptly after the adjournment thereof. Such right to dissent shall not apply to a Director who voted in favor of such action. A Director who is absent from a meeting of the Board at which any such action is taken is presumed to have concurred in the action unless he files his dissent with the Secretary of the Corporation within a reasonable time after he has knowledge of the action.

3.7 Vacancies. Vacancies in the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by either the shareholders or the directors. If the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all directors remaining in office.

3.8 Action Without a Meeting. Action may be taken by the Board of Directors or a committee thereof without a meeting if, before or after the action, all members of the Board then in office or of the committee consent thereto in writing. The written consent shall be filed with the minutes of the proceedings of the Board or committee.

3.9 Delegation of Powers to Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more of their number to constitute an executive committee who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the business of a corporation between the meetings of the Board except as may be prohibited by statute.

3.10 Removal of Directors. A director or the entire Board may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of directors.

3.11 Compensation of Directors. No stated salary shall be paid directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance, at each regular or special meeting of such Board of Directors; provided, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

3.12 Annual Statement to Shareholders. The directors shall at least once each year cause a true statement of operations and properties of the Corporation for the preceding fiscal year to be made and to be communicated or distributed to each shareholder thereof within four (4) months after the end of the preceding year.

3.13 Electronic Meetings. The Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board, or committee, by means of conference telephone or similar communications equipment by means, of which all persons participating in

the meeting can communicate with each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

ARTICLE IV

Officers

4.1 Officers. The officers of this Corporation shall consist of a President, a Secretary, a Treasurer, and if desired, a Chairman of the Board and one or more Vice Presidents, who shall be elected by the Board of Directors at the annual meeting held immediately after the adjournment of the regular annual meeting of the shareholders. The Board of Directors may also appoint such other officers and agents as they shall deem necessary for the transaction of business of the Corporation. An officer shall hold office for the term for which he is elected or appointed and until his successor is elected or appointed and qualified, or until his resignation or removal. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge or verify an instrument in more than one capacity, if the instrument is required by law, or the Articles of Incorporation, or these Bylaws, to be executed and acknowledged or verified by two or more officers.

4.2 Duties of Officers. The officers of the Corporation shall be charged with such duties and authority as usually appertains to such offices in a Corporation, except that said duties may be varied or added to by the Board of Directors.

(a) Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board preparing the agenda in advance of each such meeting at which he may be present. He may sign, with the Secretary, in the absence of the President, as authorized by the Board of Directors, certificates for the shares of the Corporation, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the Office of the Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time.

(b) President. In the absence of the Chairman of the Board or in the event of his death, inability or refusal to act, the President shall perform the duties of the Chairman of the Board, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board. The President shall be the chief executive officer of the Corporation, and in the recess of the Board of Directors shall have general control and management of its business and affairs on a day-to-day basis. The President shall sign certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(c) Vice Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Senior Vice-President shall perform the duties of the President, and when so acting shall have all of the powers of and be subject to all the restrictions upon the President. The Senior Vice-President may sign certificates for shares of the Corporation and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

The Vice Presidents shall perform such duties not inconsistent with these Bylaws as may be specifically designated by the President and the Board of Directors. And, in the absence of the President and Senior Vice-President, they may, in the order of precedence by date of election, perform the duties and exercise the authority of the President.

(d) Secretary. The Secretary shall: (1) keep the minutes of the proceedings of the shareholders and the Board of Directors' meetings in one or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (3) be custodian of the corporate records and of the seal of the Corporation, if any; (4) keep a register of the address of each shareholder, which shall be furnished to the Secretary by such shareholder; (5) sign with the President or a Vice President, certificates for shares of the Corporation, the issuance of which have been authorized by resolution of the Board of Directors; (6) have general charge of the stock transfer books of the Corporation; and (7) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman of the Board, President or by the Board of Directors.

(e) Treasurer. The Treasurer shall: (1) have charge and custody of and be responsible for all funds and securities of the Corporation; (2) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors in accordance with these Bylaws; and (3) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman of the Board, President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

4.3 Reimbursements. Any payments made to an officer of the Corporation such as a salary, commission, bonus, interest, or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

4.4 Compensation. Compensation of all officers and agents of the Corporation shall be fixed by the Board of Directors.

4.5 Removal of Officers and Agents. Any officer or agent may be removed by the Board of Directors whenever in its judgment the business interests of the Corporation will be served thereby.

4.6 Fidelity Bonds. The Board of Directors may, by resolution, require any or all of the officers to give bonds to the Corporation, with sufficient surety or sureties, conditioned upon the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE V Records and Inspection

5.1 Accounts. The Corporation shall keep and maintain adequate and correct accounts of its business transactions.

5.2 Stock Ledger. The original or duplicate stock ledger, or a list containing the names and addresses of the shareholders, and the number of shares held by them respectively, shall at all times be kept at the registered office of the Corporation.

5.3 Inspection. The books of accounts and stock books of the Corporation shall be open to the inspection of every shareholder at reasonable business hours and upon reasonable notice.

ARTICLE VI Execution and Instruments

6.1 Checks, etc. All checks, drafts and orders for payment of money shall be signed in the name of the Corporation and shall be countersigned by such officer(s) or agent(s) as the Board of Directors shall from time to time designate for that purpose.

6.2 Contracts, Conveyances, etc. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the President, or any Vice President, and the Secretary as a second officer may execute the same in the name of and on behalf of the Corporation and may affix the corporate seal thereto. The Board of Directors shall have the power to designate the officers and agents who shall have authority to execute any instrument on behalf of this Corporation.

ARTICLE VII Fiscal Year

7.1 Fiscal Year. The Corporation's fiscal year shall be as determined from time to time by the Board of Directors.

ARTICLE VIII
Indemnification

8.1 Indemnification: Third-Party Actions. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner or trustee, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

8.2 Indemnification: Actions in the Right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, or officer, or trustee, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders. Indemnification shall not be made for a claim, issue, or matter in which the person has been found liable to the Corporation, except as authorized in §564c of the Michigan Business Corporation Act, as amended, or any successor provision.

8.3 Indemnification: Mandatory. To the extent that a director or officer of a corporation has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Sections 1. or 2. of this Article, or in defense of a claim, issue, or matter in the action, suit, or proceeding, he or she shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by him or her in connection with an action, suit, or proceeding and an action, suit, or proceeding brought to enforce the mandatory indemnification provided in this section.

8.4 Indemnification: Permissive.

(a) Except as otherwise provided in Subsection (e) of this section, an indemnification under Sections 1. or 2. of this Article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable

standard of conduct set forth in Sections 1. and 2. of this Article, and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made in any of the following ways:

(1) By a majority vote of a quorum of the Board consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

(2) If a quorum cannot be obtained under Subsection (1) of this section, by majority vote of a committee duly designated by the Board and consisting solely of two (2) or more directors not at the time parties or threatened to be made parties to the action, suit, or proceeding.

(3) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways:

a. By the Board or its committee in the manner prescribed in Subsections (1) or (2) of this section.

b. If a quorum of the Board cannot be obtained under Subsection (1) of this section and a committee cannot be designated under Subsection (2) of this section, by the Board.

(4) By all independent directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

(5) By the shareholders, but shares held by directors or officers, who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted.

(b) In the designation of a committee under Subsection (a)(2) of this section or in the selection of independent legal counsel under Subsection (a)(3)(b) of this section, all directors may participate.

(c) If a person is entitled to indemnification under Sections 1. or 2., of this Article for a portion of expenses, including reasonable attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

(d) An authorization of payment of indemnification under this section shall be made in any of the following ways:

(1) By the Board in one of the following ways:

a. If there are two or more directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by a majority vote of all directors

who are not parties or threatened to be made parties, a majority of whom shall constitute a quorum for this purpose.

b. By a majority of the members of a committee of two or more directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

c. If the Corporation has one or more independent directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by a majority vote of all independent directors who are not parties or are threatened to be made parties, a majority of whom shall constitute a quorum for this purpose.

d. If there are no independent directors and less than two directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by the vote necessary for action by the Board in accordance with Article III, Section 5. of these Bylaws, in which authorization all directors may participate.

(2) By the shareholders, but shares held by directors or officers, who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted on the authorization.

(e) To the extent that the Articles of Incorporation include a provision eliminating or limiting the liability of a director pursuant to MBCA Section 209(1)(C), a corporation may indemnify a director for the expenses and liabilities described in this subsection without a determination that the director has met the standard of conduct set forth in Sections 1. and 2. of this Article VIII, but no indemnification may be made except to the extent authorized in MBCA Section 564C if the director received a financial benefit to which he or she was not entitled, intentionally inflicted harm on the Corporation or its shareholders, violated MBCA Section 551, or intentionally committed a criminal act. In connection with an action or suit by or in the right of the Corporation as described in Section 2. of this Article, indemnification under this subsection may be for expenses, including attorneys' fees, actually and reasonably incurred. In connection with an action, suit, or proceeding other than an action, suit, or proceeding by or in the right of the Corporation, as described in Section 1., indemnification under this subsection may be for expenses, including attorneys' fees, actually and reasonably incurred, and for judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred.

8.5 Indemnification: Expense Advances.

(a) The Corporation may pay or reimburse the reasonable expenses incurred by a director or officer who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if both of the following apply:

(1) He or she furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Sections 1. and 2. of this Article.

(2) He or she furnishes to the Corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct.

(b) The undertaking required by Subsection (a)(2) of this section must be an unlimited general obligation of the person but need not be secured and may be accepted without reference to the financial ability of the person to make repayment.

(c) Determinations and evaluations under this section shall be made in the manner specified in Section 4.(a) of this Article and authorizations shall be made in the manner specified in Section 4.(d) of this Article.

(d) A provision in the Articles of Incorporation or Bylaws, a resolution of the Board or shareholders, or an agreement making indemnification mandatory shall also make the advancement of expenses mandatory unless the provision, resolution, or agreement specifically provides otherwise.

8.6 Indemnification Order by Court. A director or officer of the Corporation who is a party or threatened to be made a party to an action, suit, or proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Upon receipt of an application, the court after giving any notice it considers necessary may order indemnification if it determines that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he or she met the applicable standard of conduct set forth in Sections 1. and 2. of this Article or was adjudged liable as described in Section 2. of this Article, but if he or she was adjudged liable, his or her indemnification is limited to reasonable expenses incurred.

8.7 Indemnification: Continuation.

(a) The indemnification or advancement of expenses provided for in Sections 1. through 6. of this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, Bylaws, or a contractual agreement. The total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking the indemnification or advancement of expenses.

(b) The indemnification provided for in Sections 1. through 7. of this Article continues as to a person who ceases to be a director or officer and shall inure to the benefit of the heirs, personal representative, and administrators of the person.

8.8 Indemnification: Insurance.

(a) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, or trustee against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation

would have the power to indemnify him or her against such liability under Sections 1. through 7. of this Article.

(b) If the Articles of Incorporation include a provision eliminating or limiting the liability of a director pursuant to MBCA Section 209(1)(C), insurance on behalf of a director under Subsection (a) may be purchased from an insurer owned by the Corporation, but insurance purchased from that insurer may insure a director against monetary liability to the Corporation or its shareholders only to the extent to which the Corporation could indemnify the director under Section 4.(e) of this Article.

ARTICLE IX

Amendments

9.1 Amendments. These Bylaws may be altered or amended by the shareholders or the Board of Directors. Amendment of the Bylaws by the Board requires the vote of not less than a majority of the members of the Board then in office.

TAB⁵

LIQUOR LICENSE PURCHASE AGREEMENT

This Liquor License Purchase Agreement (the "Agreement") is effective this date, November 9, 2023 by and between TANNIN, LLC (hereinafter referred to as "Seller") and FOREVER FRIENDSHIP, INC. (hereinafter referred to as "Buyer") (collectively, the "Parties").

WHEREAS, Seller owns Class C License No. L-000227713, Specially Designated Merchant License L-000227714, and related permits (hereafter, the "Liquor Licenses") in the City of Lansing, Ingham County, 1620 E. Michigan Ave, Lansing, MI 48912;

WHEREAS, Seller desires to sell said Liquor Licenses and Buyer desires to purchase the same from Seller;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Sale of Liquor License. Subject to the consent and approval of the Michigan Liquor Control Commission ("MLCC"), Seller shall sell to Buyer and Buyer shall purchase from Seller the Liquor Licenses for the purchase price of Sixty-Five Thousand Dollars (\$65,000.00) in accordance with Paragraph 2 (hereinafter referred to as the "Purchase Price"). There is no alcoholic beverage inventory included in this Agreement.

2. Payment of Purchase Price for Liquor License. The Purchase Price shall be paid as follows:

a. Earnest Money Deposit: Upon execution of this Agreement, the sum of Five Thousand Dollars (\$5,000.00) shall be deposited by Buyer and held in escrow by Fahey Schultz Burzych Rhodes, PLC (hereinafter the "Earnest Money"). The Earnest Money shall be applied to the Purchase Price and released to the Seller on the Date of Closing.

b. Balance. Sixty Thousand Dollars (\$60,000.00) shall be paid to Seller by Buyer by cash, certified check, money order, or other immediately available funds on the Date of Closing.

3. Date of Closing. The Parties agree that the closing shall take place within fifteen (15) days after the Buyer receives notification from the MLCC of the MLCC's approval of Buyer's application for a conditional liquor license, or earlier as the Parties hereto may agree in writing ("Date of Closing").

4. Transfer of Liquor Licenses. The Parties agree that after the execution of this Agreement, the Parties shall jointly apply for the approval of the MLCC for the transfer of the Liquor Licenses to Buyer. Seller also agrees to cooperate with Buyer to apply for MLCC's approval for the issuance of a conditional liquor license. Both Parties agree to take, in a diligent and expeditious manner, whatever steps shall be necessary to obtain the transfer of the Liquor Licenses from Seller to Buyer, including putting the Liquor Licenses in escrow so that Buyer may apply for conditional liquor licenses. Buyer shall pay all governmental fees required in

connection with the transfer of the Liquor Licenses, including but not limited to application fees, transfer fees, inspection fees, renewal fees that accrue after the Date of Closing but prior to MLCC's approval of the permanent transfer of the Liquor Licenses, Sunday sales fees, fees for other permits (such as, by way of example and not by way of limitation, outdoor service permits) and any other fees for any permits included in the Liquor Licenses. Seller shall pay all fees that have or may accrue prior to the Date of Closing, including without limitation, all violation fees, penalties, escrow fees and any renewal or other licensing fees that accrue prior to the Date of Closing without proration. If Buyer does not receive MLCC's approval of the permanent transfer of the Liquor Licenses prior to April 30, 2024, Seller shall renew the Liquor Licenses and Buyer shall reimburse Seller for the renewal fees incurred by Seller no later than May 10, 2024.

This Agreement and all transfers contemplated by this Agreement are expressly contingent upon the MLCC and any local unit of government approving Buyer's application for the conditional licenses ("Conditional Approvals"). If the Conditional Approvals are not obtained, Buyer may terminate this Agreement and Buyer's liability and Seller's sole and exclusive remedy under this Agreement shall be expressly limited to the Earnest Money as liquidated damages. Alternatively, if Buyer does not obtain the Conditional Approvals and does not exercise its right to terminate this Agreement, Buyer may notify Seller - within fifteen (15) days of the MLCC's final denial of Buyer's application for the conditional licenses - that Buyer desires to close on the purchase and sale of the Liquor Licenses and the Parties shall proceed to closing. In the event the Parties close on the purchase and sale of the Liquor Licenses and the MLCC does not ultimately approve the permanent transfer of the Liquor Licenses, the Parties shall cooperate with each other to sell the Liquor Licenses back to Seller for \$_____.

5. Representations, Warranties, and Covenants of Seller. Seller represents and warrants to and covenants with Buyer as follows:

a. **Marketable Title.** That Seller is the owner of and has good and marketable title to the Liquor Licenses which are being transferred to Buyer pursuant to this Agreement, which Liquor Licenses are and shall be free and clear of all liens and encumbrances as of the Date of Closing; that there are no transfer applications or other transactions pending with any third party concerning the Liquor Licenses; and this Agreement does not violate any other agreement to which Seller is a party;

b. **Liens.** That no judgments, liens, or security interests will be outstanding at the time of the closing against Seller or the Liquor Licenses which would affect Seller's title to, or Seller's ability to transfer such Liquor Licenses to Buyer. Seller is not now nor has Seller been within the past six months the subject of any bankruptcy or insolvency proceeding; nor is it subject to any judgment lien or involvement in any litigation that might result in a judgment or lien or might adversely affect its ability to perform its obligations as contemplated by this Agreement; and

c. **Taxes.** That no outstanding taxes shall be due at the time of closing. At or prior to the Date of Closing, Seller shall deliver to Buyer a Tax Clearance Certificate from the Michigan Department of Treasury pursuant to MCL 436.1501(6). Seller hereby indemnifies and holds Buyer harmless for and against any and all

liability for taxes arising from Seller's operation of Seller's business prior to the transfer.

1. **Application for Conditional Tax Clearance.** Immediately after the execution of this Agreement, Seller shall make application for issuance of a conditional tax clearance to the Michigan Department of Treasury pertaining to sales, use, single business, income, payroll withholding, and unemployment taxes. Seller shall assume the responsibility for the preparation of all appropriate returns and reports for submission of application for issuance of conditional tax clearance.

2. **Confidentiality.** Seller hereby waives all confidentiality to allow Buyer to investigate with Michigan Department of Treasury, Seller's or Seller's predecessors' tax liability.

3. **Escrow Fund; Holdback Agreement.** In the event Seller does not provide a Tax Clearance Certificate to Buyer on or prior to the Date of Closing, the Earnest Money shall continue to be held and not remitted to Seller until Seller produces a Tax Clearance Certificate from the Revenue Commissioner of the State of Michigan showing that Seller has filed all tax returns and reports required to be filed before the Date of Closing and that Seller has paid all taxes due pursuant to Section 27a of the Michigan Revenue Act, MCL 205.27a, and until evidence of any other information is furnished to assure transfer of unencumbered title to the Liquor Licenses.

d. **No Violations.** There are no violations of the Michigan Liquor Control Act currently pending regarding the Liquor Licenses and that no other violations are pending against Seller or any of Seller's members, officers, owners, or managers as of the Date of Closing that would affect Seller's title to, or Seller's ability to transfer the Liquor Licenses to Buyer. At Closing, Seller shall hold, defend and indemnify Buyer harmless for any and all liability that arises out of or relates to any MLCC violation; and

e. **Authorization.** This Agreement has been duly and validly authorized by any and all necessary action of Seller and, upon due execution and delivery, will constitute a valid and binding agreement of Seller.

6. **Representations, Warranties, and Covenants of Buyer.** Buyer represents and warrants to Seller as follows:

a. **Bankruptcy or Liens.** Buyer is not now nor has it been within the past six months the subject of any bankruptcy or insolvency proceeding; nor is it subject to any judgment lien or involvement in any litigation that might result in a judgment or lien or might adversely affect its ability to perform its obligations as contemplated by this Agreement; and

b. **Authorization.** On the Date of Closing, this Agreement will be duly and validly authorized by any and all necessary business entity action of Buyer. Further, on the Date of Closing, Buyer shall be a Michigan corporation in Good Standing with the Michigan Department of Licensing and Regulatory Affairs, Corporation Division.

7. **Brokerage Commission.** Both parties represent and warrant to the other that no brokers are involved in the transaction contemplated under this Agreement and each party shall hold the other harmless against all claims made by any broker claiming a brokerage fee for representing the misrepresenting party in relation to the sale of said Liquor Licenses.

8. **Default and Remedy.** In the event that Seller breaches this Agreement, Buyer will have the option to waive such default, sue for specific performance, or to terminate this Agreement; and on such termination, the Earnest Money will be returned to Buyer. If Buyer breaches this Agreement, Seller will have the option to waive such default, or terminate this Agreement and retain the Earnest Money as its sole and exclusive remedy as liquidated damages arising from such default.

9. **Miscellaneous.**

a. **Notice.** All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or mailed first class, postage prepaid to the following addresses until notification of a different address:

To the Seller:
Tannin, LLC
Attn: Christopher Roelofs
444 River Glen
Okemos, MI 488864

To the Buyer:
Forever Friendship, Inc.
727 E. Miller Road
Lansing, MI 48911

b. **Applicable Law.** This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of law's provisions.

c. **Survival.** The covenants, representations and warranties of all parties set forth herein will be effective on the date hereof, on the closing date and will survive closing.

d. **Entire Agreement.** This Agreement is and shall be deemed the complete and final expression of the agreement between the Parties as to matters herein contained and relative thereto and supersedes all previous agreements between the Parties pertaining to such matters. It is clearly understood that no promise or representation not contained herein was an inducement to either party or was relied on by either party in entering into this Agreement. This Agreement cannot be amended, altered or any of the provisions waived on behalf of either party, except in writing by a duly authorized agent of either party.

e. **Performance.** Any failure of either party to insist upon strict compliance with any provisions of this Agreement shall not constitute a waiver thereof and all provisions herein shall remain in full force and effect.

f. **Headings.** The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

g. **Severability.** If any part of this Agreement is held to be invalid or unenforceable under Michigan law, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided that the remaining provisions effectuate fully the intent of the parties as manifested herein.

h. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

i. **Assignment.** This Agreement and the rights and duties hereunder shall not be assigned by either party without the written consent of the other party.

j. **Counsel.** This Agreement shall be interpreted as if drafted by all Parties. The Parties have carefully read this Agreement and consulted with their respective attorneys. They understand the contents of this Agreement and sign this Agreement as their free act and deed.

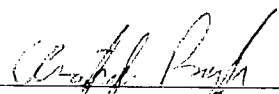
k. **Jurisdiction & Venue.** In the event either Party hereto elects or is required to enforce the terms and conditions of this Agreement, the Parties consent to and agree that jurisdiction and venue shall be proper in the state courts having jurisdiction over Ingham County, Lansing, Michigan.

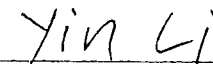
l. **Waiver of Conflict.** The Parties acknowledge and agree on behalf of themselves and on behalf of their owners, shareholders, members, heirs, successors and assigns that both Parties have been informed and are fully aware that both Parties are clients of Fahey Schultz Burzych Rhodes PLC ("FSBR") and that: a) FSBR is merely acting as the scrivener of this Agreement; b) FSBR has not been asked to provide legal advice to either Party with respect to this Agreement; and c) FSBR will not and has not provided legal advice to either Party related to this Agreement. Both Parties further acknowledge that: i) FSBR may continue to represent either Party, including without limitation, assisting the Buyer apply for the transfer of the Liquor Licenses; (ii) the Parties have been advised that a conflict may exist between their respective interests under this Agreement; (iii) the Parties have been advised to seek the advice of independent counsel; and (iv) the Parties had the opportunity to seek the advice of independent counsel regarding the economic, legal and other consequences of this Agreement. Being fully informed, the Parties hereby waive any conflicts of interest that exist or may exist in connection with FSBR acting as scrivener of this Agreement and further consent to FSBR's future and further representation of both Parties in matters unrelated to this Agreement, including as described above. Both Parties understand the advantages of such waiver and consent include the efficiencies gained in allowing FSBR to act as scrivener, avoiding any delay that may occur if either Party is required to find another law firm to draft this Agreement, FSBR's familiarity with the MLCC and alcoholic beverage industry, and our knowledge of the MLCC's licensing process, including the transfer contemplated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed hereto as of the dates written below.

SELLER:
TANNIN, LLC

BUYER:
FOREVER FRIENDSHIP, INC.

By: 
Christopher Roelofs, Manager

By: 
Yin Li, President

Dated: 10/30/23

Dated: 11/09/23

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Forever Friendship, Inc.; request for transfer of Class C Liquor License and SDM Permit from Tannin, LLC to Forever Friendship, Inc., at 727 E. Miller Rd; and

WHEREAS, the Committee on City Operations met on April 17, 2024, and reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Forever Friendship, Inc. for transfer of Class C Liquor License and SDM Permit from Tannin, LLC to Forever Friendship, Inc., at 727 E. Miller Rd.