



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

ORLENE HAWKS  
DIRECTOR

February 20, 2020

Licensee / Applicant Name: LKN ENTERPRISES, INC.  
Request ID: 1903-03872

**Please return a copy of this notice with the forms and/or documents**

*It is important that you read the attached order in its entirety. The order contains provisions that you must follow in order to comply with the Liquor Control Code and administrative rules. Failure to comply with this order may result in your business being cited for violations that will have financial penalties and could cause your license to be suspended or revoked.*

Completion of your request is subject to receipt of all forms, documents, and/or fees outlined in the order, which will be contained in Section A of the order and listed below:

1. Form LC-95 (Proof of Financial Responsibility).
2. Documentary proof (**promissory note**) that applicant, LKN Enterprises, Inc., received a \$15,002.00 loan from applicant stockholder, Lynne Hartman.
3. Copy of signed land contract, real estate mortgage, warranty deed, or quit claim deed.
4. Form LCC-107 (Closing Form for New License or License Sale).
  - i. Email address is **required**.
5. Form LCC-301 (Report of Stockholders/Members/Partners).

Form quick links:    [LC-95](#)                      [LCC-107](#)                      [LCC-108](#)                      [LCC-301](#)

**Forms, Documents, and fees** - You must submit all items as ordered, otherwise the license cannot be issued. Forms are available on our website at [www.michigan.gov/lcc](http://www.michigan.gov/lcc). To submit the forms, documents, and/or fees required in the approval order, you may submit them one of the following ways:

**Documentation submission only (no fees):**

Email: [MLCCLicensingUnit4@michigan.gov](mailto:MLCCLicensingUnit4@michigan.gov)

Fax: 517-763-0059

Mail: P.O. Box 30005, Lansing, MI 48909

In person: Lansing Commission office located at 525 West Allegan Street, Lansing, MI 48933.

Staff is available to assist you in the office **Monday through Friday from 8:00 am to 2:30 pm.**

**Denials/Appeals** - You may appeal any provision contained in the order within 20 days from the date of the mailing of the order pursuant to administrative rule R 436.1925. This appeal must be made in writing and sent to the attention of the **Hearings & Appeals Division** at the address listed below or by email at [MLCChearingsappeals@michigan.gov](mailto:MLCChearingsappeals@michigan.gov).

If your application is a transfer of ownership of a liquor license from another licensee to you and the transfer is not completed before the next annual license renewal deadline that occurs on April 30 every year, the seller must renew the license on or before April 30 or it will be terminated. This applies whether the seller's license is active or has been placed into escrow and for applications where you may have already been issued a conditional license.

MICHIGAN LIQUOR CONTROL COMMISSION  
PAT GAGLIARDI, CHAIRMAN  
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909  
[www.michigan.gov/lcc](http://www.michigan.gov/lcc) • 866-813-0011

## PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, LKN Enterprises, Inc., ("Debtor"), hereby promises to pay to the order of Lynn Hartman (Creditor), the principal sum of Fifteen Thousand Two 00/100 Dollars (\$15,002.00), without interest. This Note is payable on demand.

Protest, presentment, demand and notice of nonpayment are hereby waived by each signer hereof.

Payment of principal and interest shall be made to Creditor wherever Creditor designates, in lawful money of the United States.

In the event of a default in any of the promises made in this Note, the Creditor may, at its option and without notice, declare the entire indebtedness evidenced hereby immediately due and payable, regardless of the date of maturity.

The covenants herein shall bind and the benefits and advantages inure to the respective heirs and successors of the parties.

Dated this 20<sup>th</sup> day of February, 2020.

PROMISED BY:

LKN Enterprises, Inc.

By: 

Lynne Hartman, President



OFFICIAL SEAL

10/23/09  
L-4757 P-323Washtenaw Co., MI  
Lawrence Kesterbaum  
Clerk Register

Page: 1 of 2

ACS-6323973-D-2009-2  
Lawrence Kesterbaum, Washtenaw12:21 P  
10/23/09  
L-4757 P-323

STATE OF Michigan  
Washtenaw Co  
10/23/2009  
9698

REAL ESTATE TRANSFER TAX  
\$1,216.00-C  
\$9,250.00-S  
\$ 114795

## WARRANTY DEED

LIBERTY TITLE  
THE CLOSING AND TITLE EXPERTS1726  
②  
① 8

File No. M92061

The Grantors: JDFF Realty Partnership, a dissolved Michigan partnership

whose address is: 1522 Providence Road, Charlotte, NC 28207

Convey and Warrant to: Maynard Street Properties, LLC, a Michigan limited liability company

whose address is: 13571 WATERS RD, CHELSEA, MI 48118

the following described premises situated in the City of Ann Arbor, Washtenaw County, State of Michigan, to wit:

SEE ATTACHED EXHIBIT A/LEGAL DESCRIPTION RIDER

for full consideration of: \$1,100,000.00 (1,100,000.00)

subject to: Building and use restrictions and easements of record.

Liens for any tax and/or assessment which become due and payable on or after the effective date hereof.

Dated this 14th day of October, 2009.

Time Submitted for Recording  
Date 10/23/2009 Time 11:54 AM  
Lawrence Kesterbaum  
Washtenaw County Clerk/Register

Signed:

JDFF Realty Partnership, a dissolved Michigan partnership

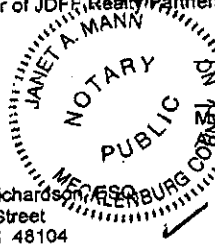
(Name of Partnership)

GRANTOR

Norman Foltz, as sole owner and remaining partner

STATE OF MICHIGAN North Carolina  
COUNTY OF MecklenburgWASHTENAW COUNTY TREASURER  
TAX CERTIFICATE NO. 5965501

The foregoing instrument was acknowledged before me this 9th day of October, 2009 by Norman Foltz, sole owner and remaining Partner of JDFF Realty Partnership, a dissolved Michigan partnership.



Janet A. Mann  
Notary Public  
Mecklenburg County, Michigan  
My Commission Expires: September 11, 2012  
Acting in the County of Mecklenburg

Drafted by: Thomas D. Richards, ESQ.  
111 N. Main Street  
Ann Arbor, MI 48104

When recorded return to: Grantee

\*Type, print or stamp names under signatures

Tax Code: 09-09-29-401-004

⑦

FILE NO. M92061

PARCEL ID 09-09-29-401-004

**EXHIBIT A/LEGAL DESCRIPTION**

Land is located in the City of Ann Arbor, County of Washtenaw, State of Michigan, and described as follows:

The South 50 feet of the East 1/2 of Lot 13 and the South 45 feet of the West 1/2 of Lot 13, Block 3 South, of Huron Street, R8E, Ann Arbor Land Company's Addition to the Village (Now City) of Ann Arbor, as recorded in Liber "H" of Deeds, pages 486 and 487, Washtenaw County Records. Reserving a right of way 10 feet wide, along the North side of the East 1/2 of said Lot 13 herein conveyed 5 feet of said right of way along the North side of that part of the East 1/2 of said Lot 13 herein conveyed and 5 feet along the South side of that portion of said Lot 13 adjoining the parcel herein conveyed on the North, said right of way to extend west upon and over the West 1/2 of said Lot 13, 30 feet, adjoining and North of that portion of the West 1/2 of said Lot 13 herein conveyed said right of way being reserved for the use of the occupants and owners of said Lot 13 and Lot 14, all in Block 3 south of Huron Street, R8E, in said Addition.

The above described property is commonly known as 310 Maynard, Ann Arbor, MI.





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

Business ID: 0264268

Request ID: 1903-03872

(For MLCC Use Only)

### Closing Form for New License or License Sale

Applicants for a new license complete Part 1 and Part 4 only. Applicants for the transfer of a license from another party must complete Parts 1-4.

#### Part 1 - Applicant (Purchaser) 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): LKN Enterprises, Inc.	
Address to be licensed: 310 Maynard Street	
City: Ann Arbor, MI	Zip Code: 48104
Business name to be used (DBA name): <b>Score Keepers Bar + Grill</b>	
Mailing address (if different from licensed address):	
City:	Zip Code:
Business phone: <b>734-995-0100</b>	Email address (REQUIRED): [REDACTED]@aol.com

An email address is required for issuance of password information for ordering spirits through the Online Ordering System (for retailer licensees) and registering products on the Michigan Wholesale Product Registry (for manufacturer and wholesaler licensees). Failure to provide an email address will delay the issuance of this password information and you will not be able to order spirits or register products online.

THE EMAIL GENERATED FOR AN ONLINE ORDERING PASSWORD WILL CONTAIN AN UNIQUE LINK THAT CANNOT BE USED BY ANYONE OTHER THAN THE RECIPIENT OF THE EMAIL THAT WILL BE SENT TO THE EMAIL ADDRESS YOU ENTER ABOVE. PLEASE MAKE SURE THAT THE EMAIL ADDRESS YOU ENTER ABOVE IS FOR SOMEONE THAT WILL BE SETTING UP AND MAINTAINING YOUR ONLINE ORDERING ACCOUNT.

#### Part 2 - Current Licensee (Seller) 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.

Current licensee name(s): OLF Holdings, Inc. (BID: 1343)
--

#### Part 3 - Current Licensee (Seller) Verification of Sale of License(s) and Signature

By signing below, the above noted current licensee (seller) listed in Part 2 hereby certifies that it has sold, transferred, or assigned the license(s) involved in this application to the above noted applicant (purchaser) listed in Part 1 in accordance with the terms of the conveyance documents submitted to the Commission and investigated as part of this application. 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 for the purpose of inducing the Commission to act or refrain from taking action or for the purpose of enabling or assisting a person to evade the provisions of the Liquor Control Code is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Lynne Hartman, Personal Representative

Print Name and Title of Current Licensee (Seller)

Signature of Current Licensee (Seller)

February 20, 2020

Date

#### Part 4 - Signature of Applicant (Purchaser)

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 for the purpose of inducing the Commission to act or refrain from taking action or for the purpose of enabling or assisting a person to evade the provisions of the Liquor Control Code is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Lynn Hartman, President

Print Name and Title of Applicant (Purchaser)

Signature of Applicant (Purchaser)

February 20, 2020

Date

Please return this completed form to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059



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

Business ID: \_\_\_\_\_

Request ID: 1903-03872

(For MLCC Use Only)

### Report of Stockholders, Members, or Partners

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

#### Part 1 - Licensee Information

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

Licensee name(s): LKN Enterprises, Inc.

Address: 310 Maynard Street

City: Ann Arbor, MI

Zip Code: 48104

#### 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:
Lynne Hartman, [REDACTED] Loda, IL 60948	1,000	10-11-18
Norman G. Foltz, [REDACTED] Clearwater, FL 33761	1,000	10-11-18

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

Lynne Hartman - President and Director

Norman G. Foltz - Vice-President/Secretary and Director

#### 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:
not applicable		

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

not applicable



### Report of Stockholders, Members, or Partners

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

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
not applicable		

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

not applicable

**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: Lynne Hartman

Name & Title: Norman G. Foltz

Name & Title: Michael J. Brown, Esq. of Carlin Edwards Brown PLLC

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

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

**Part 4 - Signature of Applicant or Licensee**

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

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

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

Michael J. Brown, Attorney & Authorized Signer

February 20, 2020

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

Fax to: 517-763-0059

# Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr. (1939-2018)  
Scott D. Edwards (Of Counsel)  
Michael J. Brown  
Steven J. Grobbel

6017 West St. Joe Hwy., Suite 202  
Lansing, Michigan 48917  
P. (517) 321-4617  
F. (517) 321-4642  
www.cebhlaw.com

Metro Detroit/Oakland County  
2055 Orchard Lake Road  
Sylvan Lake, Michigan 48320  
P. (248) 816-5000  
F. (248) 816-5115  
Northern Michigan  
145 North Otsego Avenue  
Gaylord, Michigan 49735  
P. (989) 251-1041  
F. (989) 688-5901

April 8, 2019

Hearings and Appeals  
Michigan Liquor Control Commission  
525 West Allegan  
Lansing, MI 48933

RE: **RID: 1903-03872** **REQUEST FOR APPEAL HEARING**

Applicant: LKN Enterprises, Inc. (BID: 0264268)  
Address: 310 Maynard St., Ann Arbor, MI 48104-2212

Dear Madam:

This firm represents LKN Enterprises Inc. in the above matter. This letter is Applicant's request for Appeal pursuant to Commission Rule 25, R 436.1925. My **Appearance and Request for Appeal Hearing** is enclosed for your file. Please set the matter for hearing at the first available date in LANSING.

Thank you for your attention to this matter. Please contact me if you have any questions.

Very truly yours,

CARLIN EDWARDS BROWN PLLC



Michael J. Brown  
Direct: 517-321-4616  
E-Mail: MBrown@cebhlaw.com

Enclosure  
cc w/enc: Client



STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

LIQUOR CONTROL COMMISSION

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IN RE: LKN Enterprises, Inc.  
310 Maynard St.  
Ann Arbor, MI 48104-2212

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RID: 1903-03872

**APPEARANCE AND**  
**REQUEST FOR APPEAL HEARING**

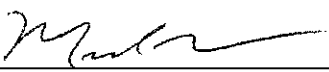
PLEASE TAKE NOTICE that Carlin Edwards Brown PLLC enters its appearance as counsel on behalf of LKN Enterprises, Inc., the Applicant and Appellant in the above-numbered request.

Applicant requests an Appeal hearing pursuant to Michigan Liquor Control Commission Rule 25, R 436.1925, from the Commission's denial Order regarding a Conditional Class C license for Applicant to use at the location of 310 Maynard St., Ann Arbor, MI 48104-2212.

Respectfully submitted,

CARLIN EDWARDS BROWN PLLC

Dated: April 8, 2019

By:   
\_\_\_\_\_  
Michael J. Brown (P43015)  
Attorney for Applicant  
6017 W. St. Joe Highway, Suite 202  
Lansing, MI 48917  
Direct dial: 517-321-4616/Fax: 517-321-4642  
e-mail: MBrown@cebhlaw.com

**From:** [Irene McGlinchey](#)  
**To:** [MLCC-Hearings-and-Appeals](#)  
**Cc:** [Mike Brown](#)  
**Subject:** LKN Enterprises 1903-03872-4-8-19 msg from M. Brown's office  
**Date:** Monday, April 8, 2019 4:40:00 PM  
**Attachments:** [LKN Enterpr \(1903-03872\)-APPEAL HEARING REQUEST.pdf](#)

---

Hello –

Attached for processing is an Appeal Request in the above matter. Thank you.

*Irene McGlinchey* for

**MICHAEL J. BROWN (517-321-4616/mbrown@cebhlaw.com)**

*Carlin Edwards Brown PLLC*

**6017 West St. Joe Highway, Suite 202**

**Lansing, Michigan 48917**

**517-321-4617 / fax 517-321-4642**

**e-mail: [imcglinchey@cebhlaw.com](mailto:imcglinchey@cebhlaw.com)**

**[www.cebhlaw.com](http://www.cebhlaw.com)**

**This message and any attachments may contain confidential or privileged information. If you are not the intended recipient, please refrain from any disclosure, distribution or use of this information as such actions are prohibited. If you have received this transmission in error, please kindly respond by e-mail. Thank you.**

**From:** [Jennie Harter](#)  
**To:** [MLCC Licensing Unit 4](#)  
**Cc:** [Mike Brown](#)  
**Subject:** LKN Enterprises, Inc. (RID: 1903-03872)  
**Date:** Tuesday, May 19, 2020 11:21:33 AM  
**Attachments:** [LKN closing docs.pdf](#)

---

**CAUTION: This is an External email. Please send suspicious emails to [abuse@michigan.gov](mailto:abuse@michigan.gov)**

Good morning,

In accordance with the Licensing Approval Order for LKN Enterprises, Inc., attached are the following documents for submission:

1. Order coversheet
2. Promissory Note for \$15,002.00
3. Warranty Deed
4. LCC-107 Closing Form
5. LCC-301 Report of Stockholders

Note that the LC-95 has been submitted to the insurance unit.

Please confirm receipt of the attached.

If you have any questions, feel free to contact our office. Thank you.

*Jennie A. Harter* for  
MICHAEL J. BROWN ([517-321-4616/mbrown@cebhlaw.com](mailto:517-321-4616/mbrown@cebhlaw.com))  
*Carlin Edwards Brown PLLC*  
6017 West St. Joe Hwy., Ste. 202  
Lansing, MI 48917  
(517) 321-4617/Fax: (517) 321-4642  
Email: [jharter@cebhlaw.com](mailto:jharter@cebhlaw.com)  
[www.cebhlaw.com](http://www.cebhlaw.com)

**This message and any attachments may contain confidential or privileged information. If you are not the intended recipient, please refrain from any disclosure, distribution or use of this information as such actions are prohibited. If you have received this transmission in error, please kindly respond by e-mail. Thank you.**

**From:** [Mike Brown](#)  
**To:** [Schmitt, Jane \(LARA\)](#); [Jennie Harter](#)  
**Subject:** RE: LKN Enterprises, Inc., rid 1903-03872  
**Date:** Friday, January 17, 2020 9:35:54 AM

---

Hello Jane.

I screwed up and asked you to schedule this matter without checking with my client. I incorrectly assumed they would be available any date.

As it turns out, my client will be traveling out of state for the first two weeks of February.

Can we reschedule this hearing to February 18 or March 3 please? I apologize for wasting your time. Thanks

Michael J. Brown  
Carlin Edwards Brown PLLC  
6017 W. St. Joe Hwy, Suite 202  
Lansing, MI 48917  
Direct dial: 517-321-4616  
Fax: 517-321-4642  
e-mail: [mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)  
website: [www.cebhlaw.com](http://www.cebhlaw.com)

---

**From:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>  
**Sent:** Thursday, January 16, 2020 2:07 PM  
**To:** Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>; Jennie Harter <[JHarter@cebhlaw.com](mailto:JHarter@cebhlaw.com)>  
**Subject:** RE: LKN Enterprises, Inc., rid 1903-03872

Good afternoon Mike

The February 4, 2020 appeal hearing schedule letter and order regarding the above named applicant are attached. Please contact me or Terri Chase, Commission Aide, at [chaset@michigan.gov](mailto:chaset@michigan.gov) or (517) 284-6258 if you have any questions.

Thank you.  
Jane

---

**From:** Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>  
**Sent:** Wednesday, January 15, 2020 9:17 AM  
**To:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>  
**Subject:** RE: LKN Enterprises, Inc., rid 1903-03872

Let's do LKN on February 4. Those cases are tricky enough that I don't want to tackle all 3 in the same day. Thanks for asking. MJB

---

**From:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>

**Sent:** Wednesday, January 15, 2020 9:08 AM

**To:** Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>

**Subject:** LKN Enterprises, Inc., rid 1903-03872

Would you like LKN Enterprises, Inc., rid 1903-03872, scheduled on Tuesday, January 28 at 11 a.m. also? If so, we should probably change up the order of the cases to 1. Huron-Clinton, 2. Clam Torch, and 3. LKN Enterprises. I also have Tuesday, February 4, 11, and 18, 2020 at 11 a.m. in Lansing available to schedule LKN Enterprises. Please advise.

Thanks.

Jane

---

**From:** Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>

**Sent:** Wednesday, January 15, 2020 9:02 AM

**To:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>

**Subject:** RE: Huron-Clinton Metropolitan Authority, rid 1907-10611

Thank you. You anticipated my next question too! MJB

---

**From:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>

**Sent:** Wednesday, January 15, 2020 8:59 AM

**To:** Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>; Infante, Joseph M. <[infante@millercanfield.com](mailto:infante@millercanfield.com)>

**Cc:** Guikema, Marchall A. <[guikema@millercanfield.com](mailto:guikema@millercanfield.com)>; [heidi.dziak@metroparks.com](mailto:heidi.dziak@metroparks.com)

**Subject:** RE: Huron-Clinton Metropolitan Authority, rid 1907-10611

As of now, Clam Torch is 1<sup>st</sup> on the docket and Huron-Clinton is 2<sup>nd</sup>.

---

**From:** Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>

**Sent:** Wednesday, January 15, 2020 8:54 AM

**To:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>; Infante, Joseph M.

<[infante@millercanfield.com](mailto:infante@millercanfield.com)>

**Cc:** Guikema, Marchall A. <[guikema@millercanfield.com](mailto:guikema@millercanfield.com)>; [heidi.dziak@metroparks.com](mailto:heidi.dziak@metroparks.com)

**Subject:** RE: Huron-Clinton Metropolitan Authority, rid 1907-10611

Thank you Jane. Can you tell us where we are on the docket that day?

Michael J. Brown

Carlin Edwards Brown PLLC

6017 W. St. Joe Hwy, Suite 202

Lansing, MI 48917  
Direct dial: 517-321-4616  
Fax: 517-321-4642  
e-mail: [mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)  
website: [www.cebhlaw.com](http://www.cebhlaw.com)

---

**From:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>  
**Sent:** Wednesday, January 15, 2020 8:25 AM  
**To:** Infante, Joseph M. <[infante@millercanfield.com](mailto:infante@millercanfield.com)>  
**Cc:** Guikema, Marchall A. <[guikema@millercanfield.com](mailto:guikema@millercanfield.com)>; [heidi.dziak@metroparks.com](mailto:heidi.dziak@metroparks.com); Mike Brown <[mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com)>  
**Subject:** RE: Huron-Clinton Metropolitan Authority, rid 1907-10611

Good morning

The January 28, 2020 appeal hearing schedule letter and order regarding the above named applicant are attached. Please contact me or Terri Chase, Commission Aide, at [chaset@michigan.gov](mailto:chaset@michigan.gov) or (517) 284-6258 if you have any questions.

Thank you.  
Jane

---

**From:** Infante, Joseph M. <[infante@millercanfield.com](mailto:infante@millercanfield.com)>  
**Sent:** Tuesday, January 14, 2020 2:16 PM  
**To:** Schmitt, Jane (LARA) <[schmittj@michigan.gov](mailto:schmittj@michigan.gov)>  
**Cc:** Guikema, Marchall A. <[guikema@millercanfield.com](mailto:guikema@millercanfield.com)>  
**Subject:** RE: Huron-Clinton Metropolitan Authority, rid 1907-10611

Jane

We would like January 28 if it is still available. Thank you.

Joe

---

**From:** Schmitt, Jane (LARA) [<mailto:schmittj@michigan.gov>]  
**Sent:** Wednesday, January 8, 2020 3:57 PM  
**To:** Infante, Joseph M.  
**Cc:** Guikema, Marchall A.  
**Subject:** Huron-Clinton Metropolitan Authority, rid 1907-10611

**CAUTION EXTERNAL EMAIL:** DO NOT open attachments or click links from unknown or unexpected emails.

Good afternoon Mr. Infante

I am contacting you regarding scheduling the appeal hearing for the above applicant. The available Lansing hearing dates are Tuesday, January 21 and 28, and February 4, 11, and 18, 2020 at 11 a.m. The available Southfield hearing dates are Thursday, January 23 and 30, and February 6, 13, 20, and 27, 2020 at 11 a.m. Please advise which date works best.

Thank you.

Jane Schmitt  
MLCC Executive Services Division  
[schmittj@michigan.gov](mailto:schmittj@michigan.gov)  
(517) 284-6345 (phone)  
(517) 763-0053 (fax)

**ASSET PURCHASE AGREEMENT**  
(Class C Liquor License and Other Assets)

ASSET PURCHASE AGREEMENT, made and entered into this 25th day of February, 2019, by and between **DLF Holdings, Inc.**, (“Seller”), a Michigan corporation, and **LKN Enterprises, Inc.**, (“Buyer”), a Michigan corporation. Seller and Buyer are collectively referred to as the “Parties.”

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**WITNESSETH:**

WHEREAS, Seller now owns an interest in active Michigan Class C liquor license no. 2110 with Dance-Entertainment, Sunday Sales (PM) and Additional Bar permits (“Liquor License”) issued by the Michigan Liquor Control Commission (“MLCC”) to the address of 310 Maynard St., Ann Arbor, MI 48104 (City of Ann Arbor/Washtenaw/Wexford County)(“Premises”);

WHEREAS, Seller now owns other inventory along with food, non-alcoholic beverage and alcoholic beverage inventory (“Inventory”) in use at the Premises;

WHEREAS, Seller now owns furniture, fixtures and equipment (“Physical Assets”) in use at the Premises;

WHEREAS, Seller desires to sell its interest in the Liquor License, Inventory and Physical Assets, and Buyer desires to purchase Liquor License, Inventory and Physical Assets for use at the Premises.

NOW THEREFORE, it is mutually agreed by and between the Parties hereto, in consideration of their respective covenants and agreements herein contained, as follows:

1. Seller agrees to sell to Buyer, and Buyer agrees to purchase, for itself, the



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said interest of Seller in the Liquor License, Inventory and Physical Assets, subject to the consent and approval of the MLCC and the satisfaction of all other conditions recited herein.

2. It is agreed that Buyer shall pay to Seller for the Liquor License the sum of One Dollar (\$1) and an additional One Dollar (\$1) for the Physical Assets in cash or certified funds at Closing.

3. It is agreed that Buyer shall pay to Seller for the Inventory the sum of Fifteen Thousand Dollars (\$15,000) in cash or certified funds at Closing.

4. It is distinctly agreed and understood between the Parties herein that after execution of this Agreement, both Parties will take whatever steps shall be necessary in a diligent and expeditious manner to have the Liquor License transferred by the MLCC from Seller to Buyer.

5. Buyer agrees to pay any renewal fees necessary to keep the Liquor License current. Buyer agrees to pay all transfer fees to the MLCC for the transfer of the Liquor License.

6. This Agreement is contingent upon the occurrence of each of the following. Should any one of the following fail to occur, then same shall constitute an automatic termination of this Agreement:

- A. Approval by the MLCC for transfer of ownership of the Liquor License to Buyer for use at the Premises.
- B. Buyer's receipt of all necessary approvals from all governmental agencies to allow Buyer to operate a business with Liquor License at the Premises

according to Buyer's specifications.

7. The closing of this transaction shall occur at a place that is mutually agreeable to the parties.

8. The pronouns and relative words used herein are written in the singular only. If more than one Buyer and/or Seller joins in the execution hereof, such pronouns and words shall be read as if written in plural.

9. The covenants herein shall bind the heirs, administrators and executors of the respective parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

**Seller:**

DLF Holdings, Inc.

By:

Lynne Hartman  
Lynne Hartman, Executor of the  
Estate of Douglas Foltz, deceased

**Buyer:**

LKN Enterprises, Inc.

By:

Lynne Hartman 2/25/19

Its:

KL  
Douglas Foltz 2/7/19

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## Scorekeepers Doormen Policy

Safety is our primary concern at Scorekeepers. Scorekeepers Doormen and Floormen are responsible for maintaining reasonable security and a safe and peaceful environment, inside and at the entry to Scorekeepers.

Doormen may be legally allowed to perform such tasks as:

- Requesting that a patron leave the premises when they are intoxicated;
- Checking for ID to ensure that no underage patrons enter the bar;
- Refusing entry to already intoxicated patrons;
- Calling the police when a fight breaks out;
- Protecting innocent bystanders and other staff from violence; and
- Using appropriate force to defend themselves and others.

Always keep your eyes and ears open when you are walking around or at your post, as forewarning is often beneficial to handling any problem properly. Often times fights and altercations are de-escalated simply by a show of numerous Scorekeepers staff, so always make that a priority when you see a situation. If you see a group about to engage each other in a manner that appears it may result in a fight, whenever possible you should seek assistance from another doorman/floorman. If you have time, notify the manager.

If verbal commands and multiple employees coming to the area of the situation fail to diffuse the situation, quickly escort the combatants to the closest exit using an arms-length between you and the aggressive patron(s) when possible. If a patron attempts to attack an employee simply wrap them up and get other employees to aid you in safely taking the patron out of the building. Never punch, kick, or otherwise attack a patron, even in an altercation.

Never attempt to involve yourself in a potential fight alone, where you may be outnumbered or injured. When you arrive at a potential confrontation, try to step directly between the individuals and take control. This is not a time to be rash. Usually, your mere presence will defuse the situation. If the situation continues to progress, attempt to restrain the two groups, and separate them. However, if you believe there is a danger to interacting that you are not comfortable with, immediately retreat and seek assistance from others. In the event a weapon is involved, do **NOT** attempt to intervene, as this may cause more risk of harm to yourself and others – immediately seek police assistance.

If punches are thrown, **restrain** the nearest combatant to the extent that you are able within reason, and/or take him/her to the front door for removal from the premises. Use the least amount of force possible in doing so, and **never** throw a punch at a combatant unless you believe you or others are at imminent risk of injury and there is no other less consequential option. Your primary purpose is to restrain him/her until he/she can be escorted from the bar. If you are attacked, do your best to defend yourself using actions taken that are least likely to result in serious injury to anyone. In sum, you may use reasonable force against patrons only

when necessary to regulate crowd behavior that causes a threat to safety, to break up a fight between other patrons, or to prevent a patron from physically injuring others.

After an altercation is successfully halted, it is at the manager's discretion as to what is to be done with the individual or groups. Typically, groups will be separated and asked to leave. When having people leave after a fight, dismiss them one at a time to prevent the fight from continuing outside.

If an emergency exists and the situation is one of immediate danger, the employee shall contact the local police by dialing 9-1-1 and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.

Possession of weapons and direct threats or physical intimidation are prohibited by staff.

THESE POLICIES ARE FOR YOUR PROTECTION AND THE PROTECTION OF OUR STAFF, PATRONS AND THE GENERAL PUBLIC. VIOLATION OF OUR POLICIES MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT. You also may be subject to civil or criminal actions.

---

By reading this you acknowledge and accept these rules of working at Scorekeepers, and agree to follow these rules at work.

I acknowledge the receipt  
of this policy:

\_\_\_\_\_

I have gone over this policy  
with a manager:

\_\_\_\_\_

Any questions I have concerning this  
policy have been answered:

\_\_\_\_\_

I agree to follow this policy:

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
MANAGER SIGNATURE

\_\_\_\_\_  
DATE

# **ID Checking at the Door Position 2020**

## **Door Position**

This job requires a great deal of responsibility, so it is usually reserved for the senior floormen. The doorman's job is to greet people and check their ID. To properly do this job, the doorman needs an ID book, counters, and a stamp. Usually, two people will be assigned to the door. The doormen stand at the top of the stairs and check IDs as the customers enter the bar. The **only** four types of IDs we accept are:

**a STATE Drivers License**

**a Passport**

**a State Identification Card**

**a Military Identification Card**

We do not accept:    International student IDs at all  
                              Student IDs and paper driver's license  
                              Birth certificate and picture ID

### **Rules of Admission into Scorekeepers:**

1. All Patrons must be 21 years of age and older. NO EXCEPTIONS. Anyone under the age of 21 is not allowed in the building at any time.
2. No one is allowed in the building without at ID (one of the four required types seen above). NO EXCEPTIONS
3. No Entry of guests of Scorekeepers employees or guests of a performer are allowed in without the checking of an ID.
4. People who seem visibly intoxicated as they walk up to the building are not allowed in. NO EXCEPTIONS. Look for stumbling, slurring of words, trouble focusing their eyes, delayed responses to questions.

Your job is to make a diligent inquiry as to if the ID they are presenting is real and actually them. Some things to look at that are listed on some IDs, are height, weight, hair color, and eye color. Be sure the ID is valid as we do not accept expired ID's. You can ask them what their sign is or where they went to high school to provide additional information. Even if you do not know the answer yourself, if they stumble through the questions or appear nervous, their ID is probably fake. Through the first few shifts familiarize yourself with IDs, but if you have any doubt look up the ID up in the book. If you are not convinced, then do not let them in bar. **If in doubt ask a manager!** Do not be shy or rude about turning someone away, your mistake has costly consequences for both you and the bar.

It is important that the doormen **do not** allow anyone to enter or leave with alcohol. It is a violation of our liquor license if it happens, and is cause for **immediate** termination of your employment with us. The doormen must also keep track of the number of people

1. Make sure patrons do not leave with alcohol or glassware. Do not leave the door until all patrons have left the bar.
2. Bid patrons a fond farewell
3. After all patrons have left, assist other floormen in closing.

By reading this you acknowledge and accept these rules of working at Scorekeepers, and agree to follow these rules at work.

I acknowledge the receipt  
of this policy: \_\_\_\_\_

I have gone over this policy  
with a manager: \_\_\_\_\_

Any questions I have concerning this  
policy have been answered: \_\_\_\_\_

I agree to follow this policy: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
MANAGER SIGNATURE

\_\_\_\_\_  
EMPLOYEE NAME

\_\_\_\_\_  
MANAGER NAME



### Conditional License Application (Ownership Transfer)

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

#### Part 1 - Applicant Information

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

Applicant name(s): LKN Enterprises, Inc.		MLCC
Address to be licensed: 310 Maynard Street		MAR 07 2019
City: Ann Arbor, MI	Zip Code: 48104-2212	LICENSING
City/township/village where license will be issued: City of Ann Arbor		County: Washtenaw
Email address (REQUIRED): [REDACTED] @aol.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.	

Current licensee/seller name: DLF Holdings, Inc. (BID: 1343)
--

#### Part 2 - Fee & Required Documents

Leave Blank - MLCC Use Only  
Fee Code 4012

- ☒ \$300.00 Conditional License Fee - Make Check Payable to **State of Michigan**
- ☒ Completed application for the transfer of a license - See Form LCC-100
- ☒ Valid Proof of Financial Responsibility (Liquor Liability Insurance) - See Form LC-95
- ☒ An acceptable, executed property document, such as a lease, land contract, or deed.
- ☐ For the transfer of only a Specially Designated Merchant license, a copy of the Retail Food Establishment license or Extended Retail Food Establishment license issued under the Food Law of 2000 in the name of the applicant, pursuant to MCL 436.1533(1).
- ☐ If the current licensee has a Catering Permit, the applicant for a conditional license must submit a copy of its Food Service Establishment License or Retail Food Establishment License issued under the Food Law of 2000 to qualify for a conditional Catering Permit.
- ☐ If the current licensee has a Living Quarters Permit, the applicant for a conditional license must complete the Living Quarters Permit Application (LCC-203).

#### Part 3 - Signature of Applicant

I certify that:

- I certify that all information contained in my application for conditional and permanent license is true and accurate.
- I understand that a conditional license issued to me by the Commission is nontransferable and nonrenewable.
- I understand that it is my responsibility to maintain acceptable proof of financial responsibility for my conditional license.
- I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules.
- I understand that issuance of a conditional license does not guarantee approval of a permanent license.
- I understand my conditional license will be issued only after receipt of the current license for escrow.
- I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false or fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

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

Lynne Hartman  
Print Name of Applicant & Title

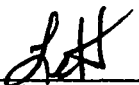
Lynne Hartman  
Signature of Applicant

11/20/18  
Date




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

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

<input type="checkbox"/> <b>My license has been placed into escrow.</b> 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
<input checked="" type="checkbox"/> <b>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.</b> 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
<input type="checkbox"/> <b>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.</b> 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

Lynne Hartman  
Print Name of Current Licensee/Seller & Title

  
Signature of Current Licensee/Seller

11/20/18  
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 or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-284-8557

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

Business ID: 064268  
Request ID: 1903-03872  
(For MLCC Use Only)

### Retailer License & Permit Application

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

#### Part 1 - Applicant Information

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

Applicant name(s): LKN Enterprises, Inc.	
Address to be licensed: 310 Maynard Street	
City: Ann Arbor, MI	Zip Code: 48104
City/township/village where license will be issued: City of Ann Arbor	County: Washtenaw
Federal Employer Identification Number (FEIN): ---	

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

Leave Blank - MLCC Use Only

4036 23533355-1 030719 \$70.00  
4034 23533355-2 030719 \$600.00  
4012 23533355-3 030719 \$300.00  
4034 23533355-4 030719 \$350.00  
4032 23533355-5 030719 \$142.50

#### 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): DLF Holdings, Inc. d/b/a Scorekeepers (BID: 1343)		MLCC
Current licensed address: ---		MAR 07 2019
City: ---	Zip Code: ---	LICENSING
City/township/village where license is issued: ---	County: ---	

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

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

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

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

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

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

Inspection Fees:	\$70.00	License & Permit Fees:	\$1,092.50	TOTAL FEES:	\$1,162.50
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## Schedule A - Licenses, Permits, &amp; Permissions

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Applicant name: LKN Enterprises, Inc.

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

New Transfer

- ☐ ☐ SDM License \$100.00
- ☐ ☐ SDD License \$150.00
- ☐ ☐ Resort SDD License Upon Licensure/\$150.00

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

**Off Premises Permits:** **Base Fee:**

- ☐ Sunday Sales Permit (AM)\* \$160.00
- ☐ Sunday Sales Permit (PM)\*\* \$22.50  
(Held with SDD License)
- ☐ Catering Permit \$100.00
- ☐ Secondary Location Permit - Complete Form LCC-201
- ☐ Beer and Wine Tasting Permit No charge
- ☐ Living Quarters Permit No charge

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

- ☐ Off-Premises Storage No charge
- ☐ Direct Connection(s) No charge
- ☐ Motor Vehicle Fuel Pumps No charge

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

\*\*Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

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

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

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$70.00

Total License Fee(s): \$600.00

Total Permit Fee(s): \$492.50

**TOTAL FEES DUE:** \$1,162.50

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

Make checks payable to State of Michigan

**On Premises 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) \$350.00 4034

Number of Additional Bars: 1

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

**On Premises Permits:** **Base Fee:**

- ☐ Sunday Sales Permit (AM)\* \$160.00
- ☒ Sunday Sales Permit (PM)\*\* \$142.50 4032
- ☐ Catering Permit \$100.00
- ☐ Banquet Facility Permit - Complete Form LCC-200

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

- ☐ Outdoor Service No charge

- ☒ Dance Permit No charge

- ☒ Entertainment Permit No charge

- ☐ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: \_\_\_\_\_

- ☐ Specific Purpose Permit: No charge

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

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

- ☐ Living Quarters Permit No charge

- ☐ Topless Activity Permit No charge

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

Applicant name: LKN Enterprises, Inc.

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

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

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

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

**Section 2 - Quota Requirements for New SDM License Applicants**

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

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- ☐ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.  
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.  
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.  
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant's establishment qualifies as a marina under MCL 436.1539.  
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ e. Applicant does not qualify under any of the quota exemptions or waiver listed above.  
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

**Documents Required To Be Submitted with New SDM License Application**

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

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

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

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: <u>Lynne HARTMAN</u>			
Home address: [REDACTED]			
City: <u>20da</u>		State: <u>IL</u>	Zip Code: <u>60948</u>
Business Phone: <u>734-995-0160</u>	Cell Phone: <u>734</u> [REDACTED]	Email: [REDACTED]	<u>@aol.com</u>
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If <b>Yes</b> , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input type="radio"/> Yes <input checked="" type="radio"/> No			
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.			

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

Date of Birth: [REDACTED] - <u>1948</u>	Social Security Number [REDACTED]	Driver's License Number [REDACTED]	
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden): <u>Lynne [REDACTED] HARTMAN</u>			
Spouse's full name (if currently married): <u>Gerald W HARTMAN</u>			
[REDACTED] <u>1948</u>	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No			
Date	City/State	Charge	Disposition
MLCC MAR 07 2019			

**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).

Lynne HARTMAN [Signature] 11/20/18  
Print Name Signature Date

Original document illegible

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

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: <u>NORMAN G. FOLTZ</u>			
Home address: [REDACTED]			
City: <u>CLEARWATER</u>		State: <u>FL</u>	Zip Code: <u>33761</u>
Business Phone:	Cell Phone: <u>727</u> [REDACTED]	Email: [REDACTED] <u>@ME.COM</u>	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.			<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you hold 10% or more interest in the applicant entity?			<input checked="" type="radio"/> Yes <input type="radio"/> No
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.			

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

Date of Birth: [REDACTED] <u>43</u>	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): <u>JACQUELINE SUE FOLTZ</u>		
[REDACTED] <u>43</u>	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No		
Date	City/State	Charge
Disposition		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): <input type="radio"/> Yes <input checked="" type="radio"/> No		
Date	City/State	Charge
Disposition		

**Part 5c - Signature**

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

NORMAN GALE FOLTZ Norman Gale Foltz 1/2/19  
 Print Name Signature Date

**Part 6 - Contact Information**

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

What is your preferred method of contact?		<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?		<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Michael J. Brown, Esq.	Relationship: Attorney & Authorized Signer				
Mailing address: see contact information below					
Phone: ---	Fax number: ---	Email: ---			

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

Attorney name: Michael J. Brown of Carlin Edwards Brown PLLC		Member Number: P-43015
Attorney address: 6017 W. St. Joe Hwy, #202, Lansing, MI 48917		
Phone: 517-321-4616	Fax number: 517-321-4642	Email: mbrown@cebhlaw.com
Would you prefer that we contact your attorney for all licensing matters related to this application?		<input checked="" type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?		<input checked="" type="radio"/> Yes <input type="radio"/> No

**Part 8 - Signature of Applicant**

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

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

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

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

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

		
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 or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Fax to: 517-284-8557

**MLCC****MAR 07 2019****LICENSING**



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

Business ID: 0264268

Request ID: 1903-03872

(For MLCC Use Only)

### Closing Form for New License or License Sale

Applicants for a new license complete Part 1 and Part 4 only. Applicants for the transfer of a license from another party must complete Parts 1-4.

#### Part 1 - Applicant (Purchaser) 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): LKN Enterprises, Inc.	
Address to be licensed: 310 Maynard Street	
City: Ann Arbor, MI	Zip Code: 48104
Business name to be used (DBA name): <b>Score Keepers Bar + Grill</b>	
Mailing address (if different from licensed address):	
City:	Zip Code:
Business phone: <b>734-995-0100</b>	Email address (REQUIRED): GW7hynne@aol.com

An email address is required for issuance of password information for ordering spirits through the Online Ordering System (for retailer licensees) and registering products on the Michigan Wholesale Product Registry (for manufacturer and wholesaler licensees). Failure to provide an email address will delay the issuance of this password information and you will not be able to order spirits or register products online.

THE EMAIL GENERATED FOR AN ONLINE ORDERING PASSWORD WILL CONTAIN AN UNIQUE LINK THAT CANNOT BE USED BY ANYONE OTHER THAN THE RECIPIENT OF THE EMAIL THAT WILL BE SENT TO THE EMAIL ADDRESS YOU ENTER ABOVE. PLEASE MAKE SURE THAT THE EMAIL ADDRESS YOU ENTER ABOVE IS FOR SOMEONE THAT WILL BE SETTING UP AND MAINTAINING YOUR ONLINE ORDERING ACCOUNT.

#### Part 2 - Current Licensee (Seller) 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.

Current licensee name(s): OLF Holdings, Inc. (BID: 1343)
--

#### Part 3 - Current Licensee (Seller) Verification of Sale of License(s) and Signature

By signing below, the above noted current licensee (seller) listed in Part 2 hereby certifies that it has sold, transferred, or assigned the license(s) involved in this application to the above noted applicant (purchaser) listed in Part 1 in accordance with the terms of the conveyance documents submitted to the Commission and investigated as part of this application. 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 for the purpose of inducing the Commission to act or refrain from taking action or for the purpose of enabling or assisting a person to evade the provisions of the Liquor Control Code is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Lynne Hartman, Personal Representative

Print Name and Title of Current Licensee (Seller)

Signature of Current Licensee (Seller)

February 20, 2020

Date

#### Part 4 - Signature of Applicant (Purchaser)

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 for the purpose of inducing the Commission to act or refrain from taking action or for the purpose of enabling or assisting a person to evade the provisions of the Liquor Control Code is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Lynn Hartman, President

Print Name and Title of Applicant (Purchaser)

Signature of Applicant (Purchaser)

February 20, 2020

Date

Please return this completed form to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059





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

Business ID: \_\_\_\_\_

Request ID: 1903-03872

(For MLCC Use Only)

### Report of Stockholders, Members, or Partners

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

#### Part 1 - Licensee Information

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

Licensee name(s): LKN Enterprises, Inc.

Address: 310 Maynard Street

City: Ann Arbor, MI

Zip Code: 48104

#### 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:
Lynne Hartman, [REDACTED], Loda, IL 60948	1,000	10-11-18
Norman G. Foltz, [REDACTED], Clearwater, FL 33761	1,000	10-11-18

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

Lynne Hartman - President and Director

Norman G. Foltz - Vice-President/Secretary and Director

#### 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:
not applicable		

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

not applicable



### Report of Stockholders, Members, or Partners

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

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
not applicable		

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

not applicable

**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: Lynne Hartman

Name & Title: Norman G. Foltz

Name & Title: Michael J. Brown, Esq. of Carlin Edwards Brown PLLC

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

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

**Part 4 - Signature of Applicant or Licensee**

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

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

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

Michael J. Brown, Attorney & Authorized Signer

February 20, 2020

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

Fax to: 517-763-0059

# Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr. (1939-2018)  
Scott D. Edwards (Of Counsel)  
Michael J. Brown  
Steven J. Grobbel

6017 West St. Joe Hwy., Suite 202  
Lansing, Michigan 48917  
P. (517) 321-4617  
F. (517) 321-4642  
www.cebhlaw.com

Metro Detroit/Oakland County  
2055 Orchard Lake Road  
Sylvan Lake, Michigan 48320  
P. (248) 816-5000  
F. (248) 816-5115  
Northern Michigan  
145 North Otsego Avenue  
Gaylord, Michigan 49735  
P. (989) 251-1041  
F. (989) 688-5901

March 7, 2019

Ms. Sara Weber  
Director of Licensing  
Michigan Liquor Control Commission  
525 W. Allegan  
Lansing, Michigan 48933

*Via Hand Delivery*

RE: **Application to transfer ownership of active Class C license with permits**  
**CONDITIONAL & PERMANENT LICENSES**

Applicant: LKN Enterprises, Inc.  
Address: 310 Maynard St., Ann Arbor, MI 48104  
Current Licensee: DLF Holdings, Inc. (BID: 1343)

MLCC

MAR 07 2019

LICENSING

Dear Ms. Weber:

On behalf of our client, LKN Enterprises, Inc., a Michigan corporation, we hereby apply to **transfer ownership** of active Class C License #2110 with Sunday (PM) Sales, Dance, Entertainment and one (1) Additional Bar permits currently issued to DLF Holdings, Inc. Applicant is seeking both Conditional and Permanent licenses.

**Enclosed for the Conditional License application are:**

- A. Filing fee of \$300
- B. LCC 103 - Conditional License Application
- C. LC 95 - Proof of Financial Responsibility

**Enclosed for the Permanent License application are:**

- 1) \$1,162.50 filing fee (\$600 Class C, \$70 Investigation, \$90 Sunday Sales; \$402.50 Additional Bar w SS)
- 2) LC 100 - Application with completed Personal Information sheets for both Stockholders - Lynne Hartman and Norman G. Foltz
- 3) LC 301 - Report of Stockholders of Applicant
- 4) Purchase Agreement
- 5) Livescan fingerprint forms for L. Hartman and N.G. Foltz
- 6) Lease

- 7) Articles of Incorporation for Applicant
- 8) Bylaws for Applicant

The Landlord for the premises is Maynard Street Properties, LLC; a related entity.  
Enclosed for the Landlord are:

- a) Report of Members (LCC301)
- b) Articles of Organization
- c) Restated Operating Agreement

The current active license will be submitted to the Commission for escrow at the time the Conditional License is issued so there is no interruption of service at the restaurant.

Please authorize the Conditional and Permanent ownership transfer applications as soon as possible. If you have any questions, please contact me.

Very truly yours,

CARLIN EDWARDS BROWN PLLC



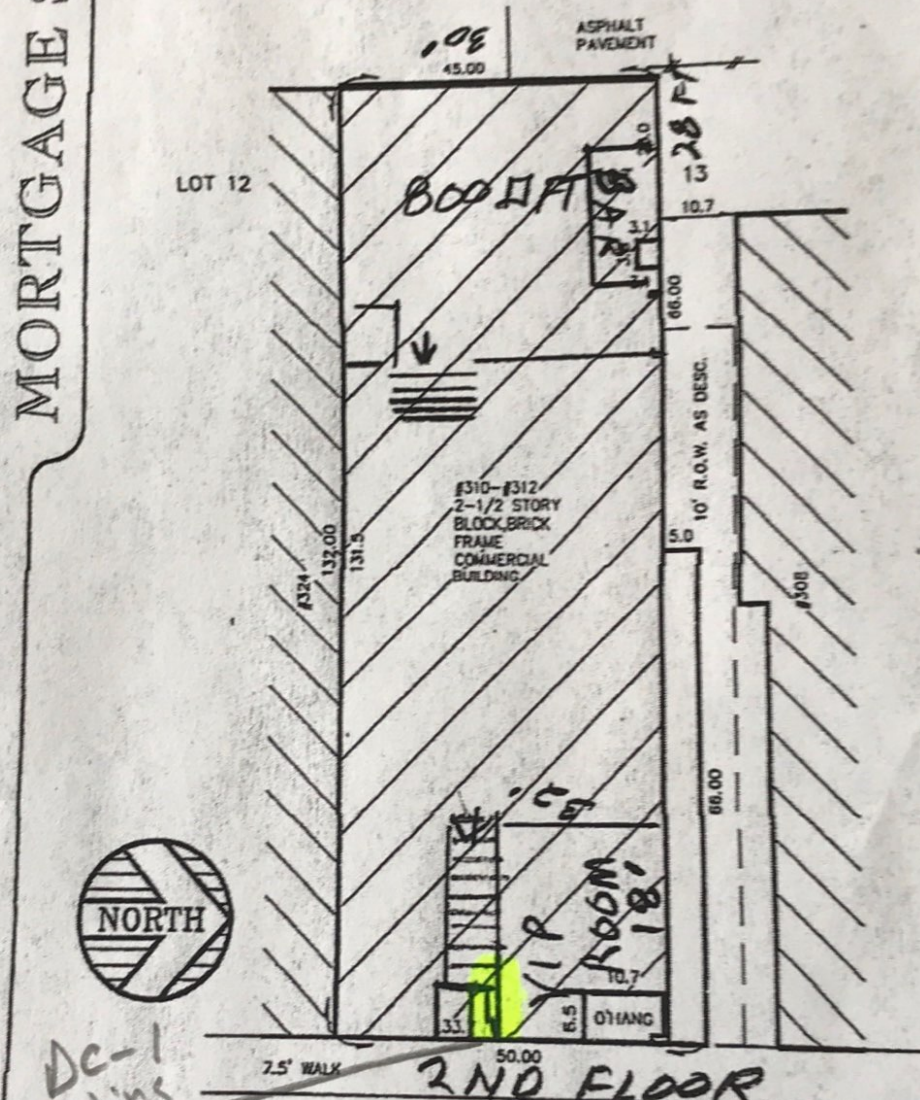
Michael J. Brown  
Direct Dial: (517) 321-4616  
E-Mail: MBrown@cebhlaw.com

Enclosures  
cc w/o enc: Client

MLCC  
MAR 07 2019  
LICENSING

# MORTGAGE SURVEY

Certified to: ANN ARBOR COMMERCE BANK  
 Applicant: JOFF REALTY PARTNERSHIP  
 Property Description  
 (SEE PAGE 2 OF 2)

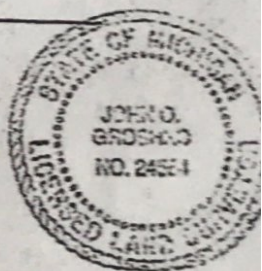


DC-1  
 Leading  
 up 13th Floor

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

*[Signature]* L.L.S.

JOB NO. 96-35402  
 DATE 07-29-96  
 SCALE 1"=20'  
 DR BY CW



PAGE: 1 of 2

**KEM-TEC**  
 LAND SURVEYORS  
 16041 East Nine Mile Road  
 Eastpointe, MI 48021-2319  
 (810) 772-2222

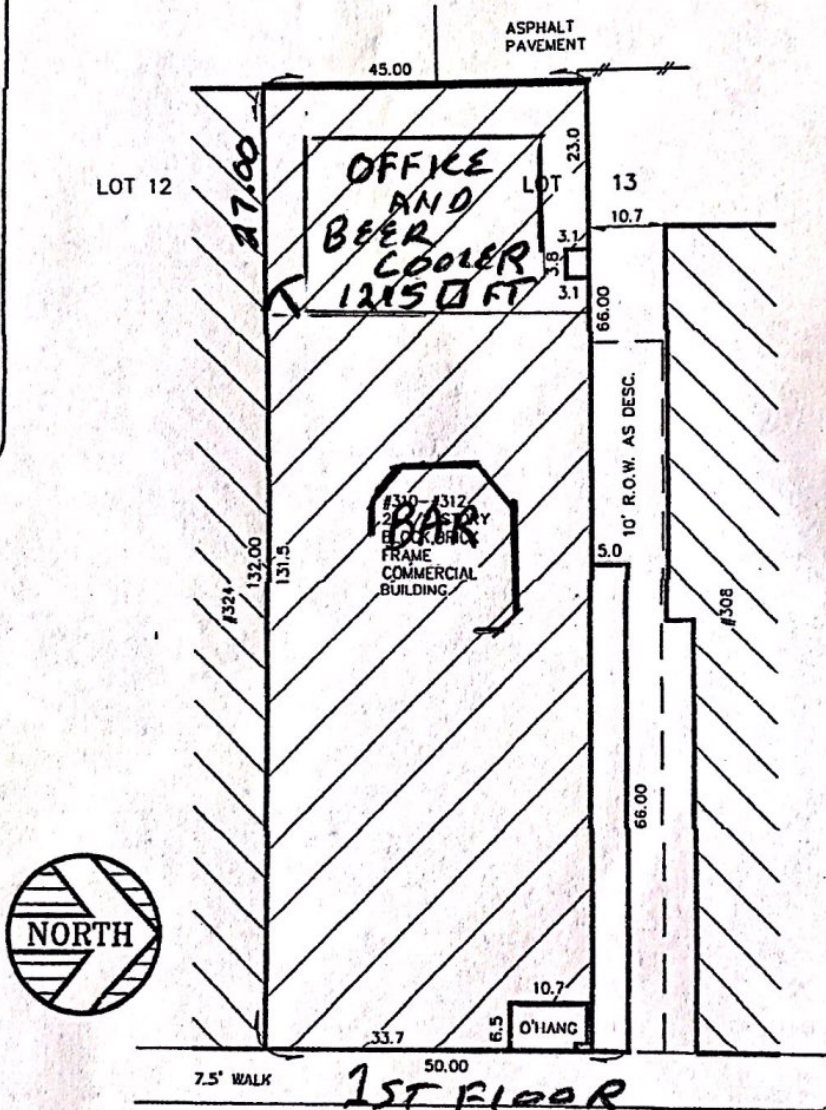
**KEM-TEC W**  
 LAND SURVEYORS  
 205 N. Main Street  
 Ann Arbor, MI 48104-1411



# MORTGAGE SURVEY

Certified to: ANN ARBOR COMMERCE BANK  
 Applicant: JDFF REALTY PARTNERSHIP  
 Property Description  
 (SEE PAGE 2 OF 2)

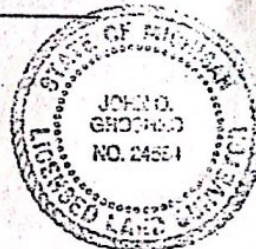
LKN ENTERPRISES INC  
 310 Maynard St.  
 Ann Arbor, MI 48104  
 Washtenaw Co  
 1903-03872



MAYNARD ST. 66' WD.  
 43' ASPH. W/C.C.

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

*John D. Goshard* L.L.S.



PAGE: 1 of 2

JOB NO. 96-35402 SCALE 1"=20'  
 DATE 07-29-96 DR. BY OW

**KEM-TEC**  
 LAND SURVEYORS

16041 East Nine Mile Road  
 Eastpointe, MI 48021-2319  
 (810) 772-2222  
 FAX: (810) 772-4048



**KEM-TEC WEST**  
 LAND SURVEYORS

205 N. Main Street  
 Ann Arbor, MI 48104-1412  
 (313) 994-0888 • (800) 433-6133  
 FAX: (313) 994-0667







Investigator: Scott Maul  
RID: 1903-03872  
Applicant: LKN Enterprises Inc.  
Address: 310 Maynard St  
Ann Arbor, MI 48104  
Washtenaw County

Date: 5/07/19

Page: 1 of 7

## 1. DATES:

See attached Enforcement/Licensing Activity Report.

## 2. APPLICANT INFORMATION:

### CORPORATION:

Corporate Name: LKN Enterprises Inc.  
Corp. ID No. 802245172  
Date Articles Filed: 10/11/18  
State of Filing: Michigan  
Corporation filed as: Private and Profit  
Total common stock shares authorized: 60,00  
Total preferred stock shares authorized: --

Nothing in the attached Filed Articles prohibits the sale of alcoholic beverages.

### Corporate Officers:

<b>President: Lynne Hartman</b>	<b>Vice President: Norman G. Foltz</b>
<b>Secretary: Norman G. Foltz</b>	<b>Treasurer:</b>
<b>Other:</b>	

Additional information regarding corporate officers who are not stockholders:

Total stock shares issued (for stock other than common shares see Remarks below):

<b>Cert. No.</b>	<b>Name</b>	<b>No. of Shares</b>	<b>Date</b>	<b>Disposition</b>
1	Lynne Hartman	1,000	10/11/18	issued
2	Norman G Foltz	1,000	10/11/18	issued

Authorized Signers for MLCC: Lynne Hartman, Norman G. Foltz, Michael J. Brown Esq.

### STOCKHOLDER:

#### INDIVIDUAL

Name: Lynne Hartman Sex: Female  
Date of Birth: [REDACTED]/48 Place of birth: [REDACTED]  
Type of ID Other ID No. Florida Driver License [REDACTED]  
Type of ID Other ID No. SS Card [REDACTED]  
U.S. Work Authorization: U.S. Citizen  
Former legal name(s): Yes Lynne [REDACTED] Lynne Hartman





Investigator: Scott Maul  
RID: 1903-03872  
Applicant: LKN Enterprises Inc.  
Address: 310 Maynard St  
Ann Arbor, MI 48104  
Washtenaw County

Date: 5/07/19

Page: 2 of 7

Time to devote to business: Part time

Arrest/Conviction record? ☒ No ☐ Yes

Currently on Probation? ☒ No ☐ Yes

Other MLCC retail licenses? ☒ No ☐ Yes

M&W licenses? ☒ No ☐ Yes

Law Enforcement powers? ☒ No ☐ Yes

Marital Status: Married

Spouse's Name: Gerald W Hartman Spouse's Date of birth: [REDACTED]/1948

Spouse's Former Legal Name(s): none

Type of ID Other ID No. Illinois Driver License [REDACTED] 1

Type of ID Other ID No. State of Illinois Firearm Owner's Permit Identification Card [REDACTED]

Time to devote to business: None

Arrest/Conviction record? ☒ No ☐ Yes

Currently on Probation? ☒ No ☐ Yes

Other MLCC retail licenses? ☒ No ☐ Yes

M&W licenses? ☒ No ☐ Yes

Law Enforcement powers? ☒ No ☐ Yes

Income Taxes Filed:

YEAR:	AGI:	TOTAL TAX:
2017	[REDACTED]	[REDACTED]
2018	[REDACTED]	[REDACTED]

### INDIVIDUAL

Name: Norman Gale Foltz Sex: Male

Date of Birth: [REDACTED]/43 Place of birth: [REDACTED]

Type of ID Passport ID No. US Passport [REDACTED]

Type of ID Other ID No. Florida Driver License [REDACTED]

U.S. Work Authorization: U.S. Citizen

Former legal name(s): None

Time to devote to business: Part time

Currently on Probation? ☒ No ☐ Yes

Other MLCC retail licenses? ☒ No ☐ Yes



Investigator: Scott Maul  
RID: 1903-03872  
Applicant: LKN Enterprises Inc.  
Address: 310 Maynard St  
Ann Arbor, MI 48104  
Washtenaw County

Date: 5/07/19

Page: 3 of 7

M&W licenses? ☒ No ☐ Yes  
Law Enforcement powers? ☒ No ☐ Yes  
Marital Status: Married

Spouse's Name: Jacqueline Sue Foltz Spouse's Date of birth: [REDACTED] 43  
Spouse's Former Legal Name(s): Jacqueline [REDACTED] Place of birth: [REDACTED]  
Type of ID Passport ID No. US Passport [REDACTED]  
Type of ID Other ID No. Florida Driver License [REDACTED]  
Time to devote to business: None  
Arrest/Conviction record? ☒ No ☐ Yes  
Currently on Probation? ☒ No ☐ Yes  
Other MLCC retail licenses? ☒ No ☐ Yes  
M&W licenses? ☒ No ☐ Yes  
Law Enforcement powers? ☒ No ☐ Yes

Income Taxes Filed:

YEAR:	AGI:	TOTAL TAX:
2017	[REDACTED]	[REDACTED]
2018	[REDACTED]	[REDACTED]

### 3. PURCHASE PRICE:

#### Applicant's Expenses:

\$ 1 Purchase price of liquor license and permits only. Details: Cash

\$1 Purchase price of business assets, aside from the license and permits  
Details: Cash

\$ 10,000 Estimated purchase price of existing alcoholic inventory. Cash at closing.  
Details: Cash

\$ 5,000 Estimated purchase price of existing non-alcoholic inventory. Details:  
Cash

\$ 15,002 Represents the total purchase price of the business assets/real  
estate/expenses.

\$ 15,002 Represents funds required by applicant for completion of transaction.

#### Real Estate owned by other than Applicant:

Real estate will be leased by applicant from Maynard Street Properties LLC. Lease  
terms: Commencing 3/21/19(A) During the first twelve (12) months of this Lease, Tenant



Investigator: Scott Maul  
RID: 1903-03872  
Applicant: LKN Enterprises Inc.  
Address: 310 Maynard St  
Ann Arbor, MI 48104  
Washtenaw County

Date: 5/07/19

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shall pay to Landlord as rental for the Premises monthly installments of Thirteen Thousand Six Hundred Dollars (\$13,600), in advance, upon the first day of each and every month. Tenant shall have until the tenth (10th) day of each month to pay the monthly rental payment before Tenant shall be in default. (B) During year 2, Tenant shall pay to Landlord the monthly sum of Thirteen Thousand Eight Hundred Fifty Dollars (\$13,850). (C) During year 3, Tenant shall pay to Landlord the monthly sum of Fourteen Thousand One Hundred Dollars (\$14,100). (D) During year 4, Tenant shall pay to Landlord the monthly sum of Fourteen Thousand Three Hundred Fifty Dollars (\$14,350). (E) During year 5, Tenant shall pay to Landlord the monthly sum of Fourteen Thousand Six Hundred Dollars (\$14,600). Landlord entity reportedly does not hold law enforcement powers and does not hold a direct/indirect interest in a Michigan M&W license. Landlord entity will not work and will not invest in the subject business. Landlord entity was formed in Michigan in 2009. The relationship between applicant and landlord is related but business only, as Lynne Hartman has held interest for no less than one (1) year.

#### 4. FINANCIAL STATUS:

LKN Enterprises Inc. requires at least \$ 15,002 to complete subject transaction.

\$15,002 Represents personal loan to be issued to LKN Enterprises Inc. by Lynne Hartman. Terms of loan: Upon demand. See attached loan document(s) and/or Statement of Money Lender and Section 9 Investigation Summary.

\$15,002 Funds available are adequate for subject transaction.

Lynne Hartman requires at least \$15,002 to complete subject transaction.

\$23,379 Represents funds available to applicant in Federated Bank acct ending in 59. Account was opened over one (1) year ago, names on the account include Gerald Hartman and Lynne Hartman, activity reviewed appeared normal. Said funds were deemed legitimate and verifiable by a review of three (3) months bank statements ending 3/29/19.

\$23,379 Funds available are adequate for subject transaction.

#### 5. ESTABLISHMENT:

Business Type: Bar Current status of business: Established

#### **DESCRIPTION OF BUILDING**



Investigator: Scott Maul  
RID: 1903-03872  
Applicant: LKN Enterprises Inc.  
Address: 310 Maynard St  
Ann Arbor, MI 48104  
Washtenaw County

Date: 5/07/19

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No. of levels/floors: 3

Basement size: Michigan Basement Condition of Establishment: Fair

Building measurements: 50' x 132

Type of Construction and Shape of Building: brick/block/wood/rectangular

Area of building to be licensed: *Floors 1 and 2*

Estimated inventory is adequate for proposed business (\$10,000 in alcoholic beverages and \$5,000 in food/non-alcoholic beverages).

Premises

Posted Seating Capacity: 375

Total number of bars: 2

**PERMITS and PERMISSION**

Additional Bar Permit

Number of Bars:

- 1 bar issued with license
- 1 existing Additional Bars
- - new Additional Bars requested
- 2 total number of bars

Location(s) of proposed additional bar: 2<sup>nd</sup> Floor

Additional bar does not require added space and/or expansion of outdoor service area. When applicable, information is contained in this report.

Dance-Entertainment Permit

Dance Permit

A dance floor of at least 100 square feet in size will be clearly marked and without obstructions when in use.

Entertainment Permit

Dressing rooms (excluding kitchen, restrooms and public areas) will be provided when clothing changes are necessary. Applicant was advised that a separate permit is required for topless activity. (See attached LC-692N)

Sunday Sales Permit

Applicant has requested transfer of an existing Sunday Sales Permit (PM).

Direct Connection(s) to Unlicensed Premises

No. of currently approved direct connections: 0

No. of additional requested direct connections: 1

Total no. of direct connections following approval of this request: 1

Details: The stairwell leading up to the third floor. The third floor does not appear to be



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utilized for any part of the business, including alcoholic beverage storage.

## 6. CHURCH AND SCHOOL:

☒ Not applicable to this licensing request.

## 7. PRESENT OWNERSHIP:

Verification of Current Ownership was conducted by a review of the following documents:

- ☐ Corporate Book and stock (membership) issuance
- ☒ Business Entity Income Taxes
- ☒ Bank Account(s) Information
- ☒ Licenses, Permits, and Stamps
- ☒ Sales Tax License
- ☒ Payroll Records
- ☒ Insurance Documents
- ☒ Property Documents- (specifically, lease, deed, land contract, etc.)
- ☒ Misc. Bills and Invoice
- ☒ Other

### Summary of record review:

- ☒ Based on the above examination of records, it appears that a **true ownership exists** in the name of DLF Holdings Inc..

## 8. FORMS AND AFFIDAVITS:

The following attached documents were obtained during the field investigation:

1. NOD
2. Diagram
3. Statement of money lender: \$15,002
4. Written request from Attorney Michael Brown for one (1) Direct Connection.

## 9. INVESTIGATIVE SUMMARY:

Transaction details: Transfer ownership 2018 Class C licensed business with Sunday Sales Permit (PM), Dance-Entertainment Permit, and two (2) bars.

The following information is being submitted to the Commission for consideration:



Investigator: Scott Maul  
RID: 1903-03872  
Applicant: LKN Enterprises Inc.  
Address: 310 Maynard St  
Ann Arbor, MI 48104  
Washtenaw County

Date: 5/07/19

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- Applicant Stockholder's arrest record, re: Norman Gale Foltz. Reason: administrative rule R 436.1105 policy
- Phone interview of Norman Foltz (Florida) in the presence of Michael Brown, Esquire.

Completion of this investigation is subject to receipt of the following:

- Receipt of proof of loan from Lynne Hartman to LKN Enterprises, Inc., re: \$15,002

## 10. NOTES:

1. D/B/A will be Scorekeepers.
2. This application was amended in the field to include the following additions: One (1) Direct Connection.
3. Norman Foltz discussed during the course of a phone interview, with Attorney Michael Brown being present, that he was picked up for the aforementioned charges, however he stated all charges were dropped.

*Scott Maul*

---

Scott Maul  
Investigator

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

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

***for***

LKN ENTERPRISES, INC.

***ID Number:*** 802245172

***received by electronic transmission on*** October 11, 2018 ***, is hereby endorsed.***

***Filed on*** October 11, 2018 ***, 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.***

MLCC

MAR 07 2019

LICENSING



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of October, 2018.***

***Julia Dale, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**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:

LKN ENTERPRISES, 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	60,000

**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: LYNNE HARTMAN  
2. Street Address: 310 MAYNARD STREET  
Apt/Suite/Other:  
City: ANN ARBOR  
State: MI

Zip Code: 48104

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3. Registered Office Mailing Address:  
P.O. Box or Street Address:  
Apt/Suite/Other:  
City:  
State:

Zip Code:

**ARTICLE V**

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

Name

Residence or Business Address



MICHAEL J. BROWN, ESQ.

6017 W. ST. JOE HWY, SUITE 202, LANSING, MI 48917 USA

Signed this 11th Day of October, 2018 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Michael J. Brown, Esq.	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



MLCC

MAR 07 2019



LICENSING

***Michigan Department of Energy, Labor & Economic Growth***

***Filing Endorsement***

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

***for***

***MAYNARD STREET PROPERTIES, LLC***

***ID NUMBER: D32886***

***received by facsimile transmission on September 8, 2009 is hereby endorsed***

***Filed on September 8, 2009 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 8TH day of September, 2009.***

***Director***

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MAR 07 2019  
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**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

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

Name

Daniel J. Cramer

Address

339 East Liberty Street, Suite 200

City

State

Zip Code

Ann Arbor, Michigan

48104

EFFECTIVE DATE:

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

**ARTICLES OF ORGANIZATION**

**For use by Domestic Limited Liability Companies**

(Please read information and instructions on last page)

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

**B**

**ARTICLE I**

The name of the limited liability company is: Maynard Street Properties, LLC

**ARTICLE II**

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

**ARTICLE III**

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

**ARTICLE IV**

1. The street address of the location of the registered office is:

13571 Waters Road, Chelsea

(Street Address)

(City)

, Michigan 48118

(ZIP Code)

2. The mailing address of the registered office if different than above:

\_\_\_\_\_  
(Street Address or P.O. Box)

(City)

, Michigan

(ZIP Code)

3. The name of the resident agent at the registered office is: Douglas L. Foltz

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

Signed this 9th day of September, 2009

By



(Signature(s) of Organizer(s))

Douglas L. Foltz

(Type or Print Name(s) of Organizer(s))

MLCC

MAR 07 2019

LICENSING

**RESTATED  
OPERATING AGREEMENT FOR  
MAYNARD STREET PROPERTIES, LLC  
*A Michigan Limited Liability Company***

This Restated Operating Agreement is made on October 16, 2018, among Maynard Street Properties, LLC, a Michigan Limited Liability Company (the "Company"), the persons executing this Operating Agreement as members of the Company, and all of those who shall later be admitted as members (individually, a "Member," and collectively, the "Members") who agree as follows:

**ARTICLE I  
ORGANIZATION**

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

1.2 Name. The name of the Company is Maynard Street Properties, LLC. The Company may also conduct its business under one or more assumed names.

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

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

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

1.6 Intention for Company. The Members have formed the Company as a limited liability company under the Act. The Members specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member, or person, and the Articles, this Operating Agreement, and the relationships created by and arising from them shall not be construed to suggest otherwise.

## **ARTICLE II**

### **BOOKS, RECORDS, AND ACCOUNTING**

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

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

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

## **ARTICLE III**

### **CAPITAL CONTRIBUTIONS, MEMBERSHIP SHARES, AND CAPITAL ACCOUNTS**

3.1 Capital Contributions and Membership Interests. By executing this Operating Agreement, the Members agree to make the capital contributions set forth in the attached **Exhibit A**. Each Member owns a membership interest in the Company, represented by the Member's Shares in the Company set forth in **Exhibit A**. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution required in a written agreement with the Company and the other Members concerning the additional Member's admission as a Member.

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

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

- a. increased (i) for the amount of cash and the fair market value of any property (net of any liabilities secured by the property that the Company assumes or takes subject to) that the Member contributes and (ii) for the Member's share of any of the Company's income or gain and

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

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

3.4 No Right of Withdrawal. The Members shall not have any right of withdrawal or any right to receive any payment or distribution from the Company on any actual or purported withdrawal. The Members agree not to withdraw, and they waive any right of withdrawal and any right to receive any payment or distribution on withdrawal provided for under the Act.

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

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

- a. If there is a net decrease in the Company minimum gain for any fiscal year, each Member shall be allocated items of Company income or gain for such fiscal year (and, if necessary, succeeding fiscal years) equal to the Member's share of the net decrease in Company minimum gain.
- b. If there is a net decrease in Member minimum gain, each Member with a share of Member minimum gain shall be allocated items of Company income and gain for such fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's Share of the net decrease in Member minimum gain.
- c. Any Member who unexpectedly receives any adjustment, allocation, or distribution described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5), or (6) shall be allocated items of Company income and gain (consistent with a prorated portion of each item of income, including gross income, and gain for such fiscal year) in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in the Member's Capital Account.

- d. Any Company nonrecourse deductions shall be allocated among the Members in accordance with Treasury Regulation 1.704-2(e).
- e. Member nonrecourse deductions shall be allocated to the Members who bear the economic risk of loss with respect to the Member nonrecourse debt to which Member nonrecourse deductions are attributable.
- f. Items of income, gain, loss, and deduction with respect to any property contributed to the Company by any Member shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for Capital Account purposes, in accordance with IRC 704(c) and applicable Treasury Regulations. If the value of the property is later adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the property shall be made in accordance therewith.

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

4.2 Distributions. The Members may make distributions from time to time. Distributions may be made only after the Members determine, in their reasonable judgment, that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any). All distributions shall be made to the Members in accordance with each Member's Shares. Distributions shall be in cash or property, or both, as the Members determine. No distribution shall be declared or made if, after giving it effect, (a) the Company would not be able to pay its debts as they became due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution. The Members shall endeavor to make distributions in cash to the Members at such times and in such amounts as to enable the Members to pay the tax due on the income of the Company before the due dates therefor.

## **ARTICLE V DISPOSITION OF MEMBERSHIP INTERESTS**

5.1 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other disposition of any membership interest shall be made only in compliance with this Article. No membership interest shall be disposed of if (a) the disposition would cause a termination of the Company under the Internal Revenue Code of 1986, as amended; (b) the disposition would not comply with all applicable state and federal securities laws and regulations; or (c) the assignee of the membership interest fails to provide the Company with the information and agreements that the Members may require in connection with such a disposition. Any attempted disposition of a membership interest in violation of this Article is void.

5.2 Permitted Dispositions. Subject to the provisions of this Article, a Member may assign the Member's membership interest in the Company in whole or in part. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions to which the assigning Member would otherwise be entitled.

5.3 Admission of Substitute Members. An assignee of a membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only upon the unanimous vote of the members entitled to vote. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions, and liabilities of a Member.

## **ARTICLE VI VOTING OF MEMBERS**

6.1 Voting. All Members shall be entitled to vote on any matter submitted to a vote of the Members provided the Member's capital contribution is paid in full and up to date. A Member's vote shall be equal in weight to the Member's ownership interest in the Company. The Members shall have the right to vote on all of the following: (a) the dissolution of the Company pursuant to this Operating Agreement; (b) the merger of the Company; (c) an amendment to the Articles; (d) a transaction with the Company or a transaction connected with the conduct or winding up of the Company in which a Company Members have a direct or indirect interest, or the Member's personal use of Company property; and (e) the sale, exchange, lease, or other transfer of all or substantially all of the Company's assets other than in the ordinary course of business.

6.2 Required Vote. Unless a greater vote is required by the Act or the Articles, the affirmative vote of a majority of the Shares of all the Members entitled to vote on such matter is required.

6.3 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date, and place that the Members shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by the Members that hold at least thirty percent (30%) of the Shares of all Members entitled to vote. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date. All meetings of Members shall be presided over by a Chairperson, designated by the Members from among themselves.

6.4 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken by consent or approval without a meeting or prior notice. The consent or approval must be in writing, set forth the action to be taken, and be signed by the Members having at least the minimum number of votes necessary to authorize or take such an action at a meeting at which all membership interests entitled to vote on the action are present



and voting. Every written consent or approval shall also bear the date of when each Member signed the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent of the Members entitled to vote shall be given to all Members who did not consent to or approve the action.

## **ARTICLE VII MANAGEMENT**

7.1 Management Vested with Members. The daily business and affairs of the Company shall be managed by the Members or a single Member as selected by a vote of the Members. All other decisions required to be made by the Members shall be submitted to a vote of the Members in accordance with Article VI.

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

7.3 Reimbursement. Members shall be entitled to reimbursement from the Company for all Company expenses reasonably incurred and paid for by the Member on the Company's behalf.

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

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

8.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify any Member, and may indemnify any employee or agent, of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Member, employee, or agent of the Company. The Company shall indemnify such Member, employee, or agent against expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such person in connection with the action, suit, or proceeding. The Company shall indemnify the Member, employee, or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the person reasonably believed to be in the best interests of the Company. With respect to a criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, or in

defense of any claim, issue, or other matter in the action, suit, or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorney fees, incurred by him or her in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Company only as the Company authorizes in the specific case after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding. However, no indemnification shall be provided to any Member, employee, or agent of the Company for or in connection with (a) the receipt of a financial benefit to which the person is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or (c) a knowing violation of the law.

## **ARTICLE IX DISSOLUTION AND WINDING UP**

9.1 Continuity of Life—Continuation of Company after Disassociation. Notwithstanding the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company, the Company's business and affairs shall continue and shall not be dissolved or terminated, pursuant to and in accordance with the Act. If a Member who is an individual dies, or a court of competent jurisdiction judges a Member to be incompetent to manage his or her person or property, that Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering his or her property, including giving the consent required by this Operating Agreement or the Act for an heir, trustee, or successor to be admitted as a substitute Member. On a Member's withdrawal, expulsion, bankruptcy, or dissolution, the Company shall purchase, and the holder shall sell, the disassociating Member's Membership Interest in the Company at its book value, determined in accordance with generally accepted accounting principles consistently applied. The sale and purchase shall be completed within ninety (90) days of any such event.

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

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

prior contributions and distributions and all allocations under Article IV for all periods. The proceeds shall be paid to the Members within ninety (90) days after the date of the winding up.

## **ARTICLE X MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

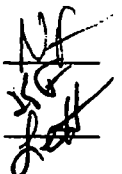
10.9 Potential Conflict of Interest; Members Advised to Seek Independent Legal Counsel. Each Member specifically acknowledges for that Member, and any party claiming by or through that Member, that such Member has been advised that a conflict of interest may exist between such Member and the Company and/or the other Members, and that such Member has been advised to and has been given the opportunity to seek independent legal advice regarding this Operating Agreement, the Company, and an investment in the Company, and that such

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Member has had the opportunity to have all questions answered before executing this Operating Agreement. Each Member further acknowledges that the attorney and/or law firm drafting this Operating Agreement has done so as an accommodation to the parties as counsel for the Company only and not for the Members. Each Member further acknowledges that such attorney and/or law firm has recommended to the Member that such Member seek the advice of independent counsel before executing this Operating Agreement.

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

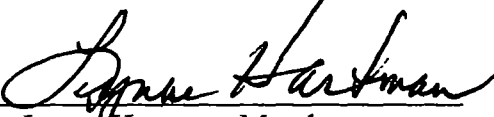
The parties have executed this Restated Operating Agreement on the dates set next to their names, to be effective on the date listed on the first page of this Restated Operating Agreement.

**Maynard Street Properties, LLC**

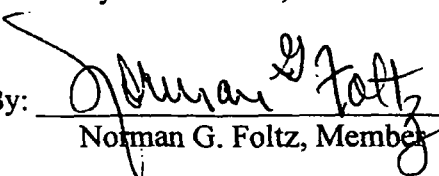
Dated: October 16, 2018

By:   
Keith C. Foltz, Member

Dated: October 16, 2018

By:   
Lynne Hartman, Member

Dated: October 16, 2018

By:   
Norman G. Foltz, Member

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**EXHIBIT A**  
**to**  
**Restated Operating Agreement for Maynard Street Properties, LLC**

<b>Member</b>	<b>Initial Capital Contribution</b>	<b>Interest</b>
Keith C. Foltz	\$100	34%
Lynne Hartman	\$100	33%
Norman G. Foltz	\$100	33%

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**BYLAWS  
OF  
LKN ENTERPRISES, INC.**

**ARTICLE I - Offices**

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**Section 1.**     Registered Office. The registered office for the Corporation is designated as 310 Maynard Street, Ann Arbor, MI 48104 and the resident agent there shall be Lynne Hartman. The Board of Directors is hereby granted full power and authority to change the resident agent and/or the registered office.

**Section 2.**     Other Offices. Other offices may be established or eliminated from time to time by the Board of Directors at any place or places where the Board of Directors shall deem, in its discretion, necessary or convenient to the conduct of the business and affairs of the Corporation.

**ARTICLE II - Meetings of Shareholders**

**Section 1.**     Place of Meetings. All meetings of shareholders shall be held at the registered office of the Corporation in the State of Michigan or at any other place within or without the State of Michigan which may be designated either by the Board of Directors (pursuant to authority hereinafter granted to said Board), or by the written consent of a majority of shareholders entitled to vote thereat, given either before, at or after the meeting and filed with the Secretary of the Corporation; (provided, however, that no change in place of the meeting shall be made within fifteen (15) days prior to the date on which an election of directors is to be held).

**Section 2.**     Annual Meetings.

(a)     The annual meetings of shareholders shall be held on the 1st Monday of March. If that day is a legal holiday, the meeting shall be held on the next succeeding business day that is not a legal holiday. The business to be transacted at the meeting shall be the election of directors and such business as properly brought before the meeting.

(b)     If the election of directors shall not be held on the day designated in Article II, Section 2(a) for any annual meeting, or at any adjournment of that meeting, the Board of Directors shall call a special meeting of the shareholders as soon as possible thereafter. At the meeting, the election of directors shall take place. The election and any other business transacted shall have the same force and effect as at an annual meeting called and held under Article II, Section 2(a).

(c)     In the event the annual meeting is not held at the time prescribed in Article II, Section 2(a), and if the Board of Directors shall not call a special meeting as prescribed in Article II, Section 2(b) within 4 months after the date prescribed for the annual meeting, then a majority of the shareholders may call the meeting, and at that meeting the shareholders may elect the directors and transact other business with the same force and effect as at an annual meeting called and held under Article II, Section 2(a) or 2(b).

**Section 3.**     Notice and Purpose of Meetings; Waiver. Each shareholder of record entitled to vote at any meeting shall be given in person, or by mail, or by telegram, written or printed notice of the purpose or purposes, and the time and place within or outside the State of Michigan of every meeting of shareholders (including the annual meeting). Notice shall be delivered not less than ten (10) days nor more than sixty (60) days before the meeting. If mailed or telegraphed, it should be directed to the shareholder at the address last shown on the books of the Corporation. No publication of the notice of

meeting shall be required. A shareholder may waive notice of any meeting by attendance, either in person or by proxy, at the meeting or by a written waiver signed either before or after the meeting. Attendance at a meeting for the express purpose of objecting that the meeting was not lawfully called or convened shall not, however, constitute a waiver of notice. Except where otherwise required by law, notice need not be given of any adjourned meeting of the shareholders.

**Section 4.**     Special Meetings. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the President, the Board of Directors, or by the holders of at least a majority of the stock entitled to vote. Notice of such special meetings shall comply with the provisions of Article II, Section 3.

**Section 5.**     Adjourned Meetings and Notices Thereof. Any shareholders' meeting, annual or special, may be adjourned to any other time and place by the vote of a majority of the shares, present either in person or by proxy at the meeting, or by any officer entitled to preside or to act as Secretary of such meeting, whether or not a quorum is present. In the absence of a quorum, Corporate business may not be transacted at such meeting.

When any shareholders' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, and otherwise, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

**Section 6.**     Voting. Unless a record date for voting purposes is fixed as provided in Article V of these Bylaws, only holders of shares on the stock records of the Corporation on the day ten (10) days prior to any meeting of shareholders shall be entitled to vote at such meeting. A shareholder may vote his or her shares through a proxy appointed by a written instrument signed by the shareholder or by a duly authorized attorney-in-fact. Such vote may be viva voce or by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a shareholder at any election and before the voting begins. When an action, other than the election of directors, is to be taken, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote thereon, unless a greater majority is expressly required by the Articles of Incorporation or the laws of Michigan.

**Section 7.**     Quorum. The presence in person or by proxy of a majority of shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. When the holders of a class or series of shares are entitled to vote on an item of business as a class, there must be present in person or by proxy a majority of the shares of the class entitled to vote. A shareholder's participation in any meeting of shareholders by a conference telephone or similar communications equipment by which all persons participating in the meeting may communicate with each other shall constitute participation in person. The names of the participants in the communication shall be divulged to all participants.

**Section 8.**     Action Without Meeting. Any action which, under the laws of Michigan, may be taken at a meeting of the shareholders, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Corporation.

**Section 9.**     Proxies. Every person entitled to vote at a meeting of shareholders or execute a consent or dissent to an action without a meeting of shareholders shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or such person's duly authorized agent and filed with the Secretary of the Corporation; provided that no such proxy shall be valid after the expiration of three (3) years from the date of its execution, unless otherwise provided in the written proxy.

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### **ARTICLE III - Directors**

**Section 1.     Powers.** Subject to limitations contained in the Articles of Incorporation, the Bylaws or the laws of the State of Michigan as to action which shall be authorized or approved by the shareholders, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors. Without limiting the general nature of the foregoing, it is hereby expressly declared that the directors shall have the following powers, to-wit:

First: To select and remove all the officers, agents and employees of the Corporation; to prescribe such powers and duties for them as may not be inconsistent with law, the Articles of Incorporation or the Bylaws; to fix their compensation; and to require from them security for faithful service.

Second: To conduct, manage and control the affairs and business of the Corporation, and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation or the Bylaws, as they may deem in the best interest of the corporation.

Third: To change the registered office of the Corporation from one location to another within the State of Michigan as provided in Article I, Section 1 hereof; to fix and locate from time to time one or more other offices of the Corporation within or without the State of Michigan, as provided in Article I, Section 2 hereof; to designate any place within or without the State of Michigan for the holding of any shareholders' meeting or meetings; to adopt, make and use a corporate seal; to prescribe the forms of certificates of stock, and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificate shall at all times comply with the provisions of law.

Fourth: To issue shares of the capital stock of the Corporation from time to time, upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered (or, if permitted by law, services to be rendered), debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital.

Fifth: To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

**Section 2.     Number of Directors.** The authorized number of directors of the Corporation shall be one (1) or such number as may be fixed by the Shareholder(s) from time to time.

**Section 3.     Election and Term of Office.** The directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of shareholders held for that purpose. All directors shall hold office until their respective successors are elected and qualified. A director may be removed only for cause by a majority of the votes cast by the shareholders at an annual meeting or a special meeting duly called and held for that purpose.

**Section 4.     Vacancies.** Vacancies in the Board of Directors shall be filled by a majority of the votes cast by the shareholders at a valid meeting called for such a purpose and shall not be filled by the Board of Directors. Each director so elected shall hold office until such director's successor is elected at an annual or a special meeting of the shareholders.

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A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, an increase in the number of directors not to exceed the number authorized herein, or as the same is amended from time to time, or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected to elect the full authorized number of directors to be elected at that meeting.

If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, only the shareholders shall have the power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

**Section 5.**     Place of Meeting. Regular meetings of the Board of Directors shall be held at any place within or without the State of Michigan which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the registered office of the Corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

**Section 6.**     Organization Meeting. Immediately following each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting shall not be required.

**Section 7.**     Other Regular Meetings. Other regular meetings of the Board of Directors shall be held without call at such time as the Board of Directors may from time to time designate; provided, however, should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the Board of Directors shall not be required.

**Section 8.**     Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the Chairman of the Board, if any, or the President of the Corporation or, if either of them is absent or unable or refuses to act, by any director.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to each director at the address as it is shown upon the records of the Corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. If the notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the registered office of the Corporation is located at least five (5) days prior to the time of the holding of the meeting. If the notice is personally delivered, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

**Section 9.**     Quorum. A majority of the duly elected directors or the members of a committee thereof, as the case may be, shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors or the members of a committee thereof, as the case may be, present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors or Committee, unless a greater majority is expressly required by law or by the Articles of Incorporation.



A director's participation in any meeting of the Board of Directors by conference telephone or similar communications equipment by which all persons participating in the meeting may communicate with each other shall constitute participation in person. The names of the participants in the communication shall be divulged to all participants.

**Section 10.** Adjournment. A quorum of the directors may adjourn any director's meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any director's meeting, either regular or special, may adjourn such meeting until the time fixed for the next regular or special meeting of the Board.

**Section 11.** Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned.

**Section 12.** Action Without a Meeting. Any action which, by law, may be taken at a meeting of the directors or any committee thereof, as the case may be, may be taken without a meeting if authorized by a writing signed by all of the members of the Board of Directors or any committee thereof, as the case may be, and if such writing is filed with the Secretary of the Corporation.

**Section 13.** Fees and Compensation. Directors shall not receive any stated salary for their services as directors, but by resolution of the Board, a reasonable fixed fee, with or without expenses of attendance, may be allowed one or more of the directors for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation therefor.

**Section 14.** Indemnification of Officers and Directors. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person 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 of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person 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, 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 this conduct was unlawful.

The Corporation shall indemnify any person who was or is a party to 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 such person 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 of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person 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; except that in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, no indemnification shall be made unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such

person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Any indemnification under the above paragraphs (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 with the applicable standard of conduct set forth in the immediately preceding paragraphs of this Section. Such determination shall be made in one of the following ways:

(a) By the Board by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding.

(b) If such quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

(c) By vote of the shareholders holding a majority of the shares entitled to vote (excluding therefrom shares held by each person whose conduct is under consideration).

Nothing contained in this Section shall affect any rights to indemnification to which persons other than directors and officers may be entitled by contract or otherwise by law. The indemnification provided in this Section continues as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, personal representatives, and administrators of such person.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who 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 of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of such person's status as such, whether or not the Corporation would have power to indemnify such person against such liability under this Section.

The expenses incurred in defending a civil or criminal action, suit or proceeding described in this Section, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in the Michigan Business Corporation Act, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation.

For purposes hereof all references to the Corporation herein shall also include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation so that a person who was or is a director or officer of such constituent corporation or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as the person would have if the person had served the resulting or surviving corporation in the same capacity.

For the purposes hereof "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the corporation" shall include any service as a director or officer of the Corporation which

imposes duties on, or involves services by, the director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" herein.

**Section 15.** Committees. The Board of Directors, by a resolution or resolutions adopted by a majority of the members of the whole Board, may appoint an Executive Committee and any other committees as it may deem appropriate. Each committee shall have and may exercise any and all powers as are conferred or authorized by the resolution appointing it. A majority of each committee may determine its action and may fix the time and place of its meetings, unless provided otherwise by the Board of Directors. The Board of Directors shall have the power at any time to fill vacancies in, to change the size of membership of, and to discharge any committee.

Each committee shall keep a written record of its acts and proceedings and shall submit that record to the Board of Directors at each regular meeting and at any other times as requested by the Board of Directors. Failure to submit the record, or failure of the Board to approve any action indicated therein will not, however, invalidate the action to the extent it has been carried out by the Corporation prior to the time the record of such action was, or should have been, submitted to the Board of Directors as provided.

**Section 16.** Dividends. Subject to law and the Articles of Incorporation, the Board of Directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared in dividends and paid to the shareholders of the Corporation. The Board of Directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish, and vary this fund in the Board's absolute judgment and discretion.

#### **ARTICLE IV- Officers**

**Section 1.** Officers. The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article IV. Any payments made to an officer of the Corporation such as a salary, commission, bonus, interest, rent or entertainment expense incurred by such person, which shall be disallowed in whole or in part as a deductible expense for federal income tax purposes, shall be reimbursed by such officer to the Corporation to the full extent of such disallowance. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from such officer's future compensation payments until the amount owed to the Corporation has been recovered.

**Section 2.** Term of office. The principal officers of the Corporation, shall be chosen annually by the Board of Directors at the first meeting of the Board following the stockholders annual meeting, or as soon thereafter as is conveniently possible. Each principal officer shall serve until his or her successor shall have been chosen and qualified, or until his or her death, resignation or removal.

**Section 3.** Subordinate Officers. The Board of Directors may appoint such other officers as the business of the Corporation may require, each of whom shall have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time specify, and shall hold office until such person shall resign or shall be removed or otherwise disqualified to serve.

**Section 4.** Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors then in office, at any regular or special meeting of the Board, or,

except in case of any officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

It is the policy of the Corporation that all officers and other employees of the Corporation may be terminated at will at any time, with or without cause. This policy may not be waived except in a specific written instrument to the contrary authorized and approved by the Board of Directors and signed by an authorized officer of the corporation.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5.**     Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed for regular appointments to such office.

**Section 6.**     Chairman of the Board. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to such person by the Board of Directors or prescribed by these Bylaws.

**Section 7.**     President. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. Such person shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at all meetings of the Board of Directors. Such person shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**Section 8.**     Vice President. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these Bylaws.

**Section 9.**     Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the registered office or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the date and place of holding, whether regular or special, and if special, how authorized, the notice given thereof, the names of those present at director's meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall keep or cause to be kept at the registered office or at the office of the Corporation's transfer agent, if any, a share register, or a duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the Corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. If for any reason the Secretary shall fail to give notice of any special meeting of the Board of Directors called by one or more of the persons identified in the first paragraph of Section 8, Article III, any such person may give notice of any such special meeting of the Board of Directors.

**Section 10.**     Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at reasonable times be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. Such person shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever requested, an account of all of such person's transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

**Section 11.**     Salaries. The salaries of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be ineligible to receive such salary by reason of the fact that such person is also a director of the Corporation and receiving compensation as a director.

## **ARTICLE V - Certificate of Stock**

### **Section 1.**     Certificates of Stock.

(a)     The interest of each stockholder of the Corporation shall be evidenced by one or more certificates for shares of stock, certifying the number of shares represented thereby and in such form not inconsistent with law and the Articles of Incorporation as the Board of Directors may from time to time prescribe.

(b)     The certificates of stock shall be signed by the President or a Vice-President and by the Secretary or the Treasurer, and sealed with the seal of the Corporation (if the Corporation has a seal). Where any certificate is manually signed by a transfer agent or a transfer clerk and by a registrar, the signatures of the President, Vice-President, Secretary, Assistant Secretary, or Treasurer upon that certificate may be facsimiles, engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be an officer before the certificate is issued, it may be issued by the Corporation with the same effect as if that officer had not ceased to be so at the time of its issue.

**Section 2.**     Subscriptions for Shares. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time when they are made, shall be paid in full at that time, or in installments and at any periods, as shall be specified by the Board of Directors. All calls for payments on subscriptions shall carry the same terms with regard to all shares of the same class.

**Section 3.      Transfers.**

(a) Transfers of shares of the capital stock of the Corporation shall be made only on the books of the Corporation by the registered owner, or by his or her duly authorized attorney, with a transfer clerk or transfer agent appointed as provided in Section 5 of this Article, and on surrender of the certificate or certificates for those shares properly endorsed and with all taxes paid.

(b) The person in whose name shares of stock stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. However, if any transfer of shares is made only for the purpose of furnishing collateral security, and that fact is made known to the Secretary of the Corporation, or to the Corporation's transfer clerk or transfer agent, the entry of the transfer may record that fact.

**Section 4.      Lost, Destroyed, or Stolen Certificates.** No certificate for shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed, or stolen except on production of evidence, satisfactory to the Board of Directors, of that loss, destruction or theft, and, if the Board of Directors so requires, upon the furnishing of an indemnity bond in such amount (but not to exceed twice the value of the shares represented by the certificate) and with such terms and surety as the Board of Directors may, in its discretion, require.

**Section 5.      Transfer Agent and Registrar.** The Board of Directors may appoint one or more transfer agents or transfer clerks and one or more registrars, and may require all certificates for shares to bear the signature or signatures of any of them.

**Section 6.      Issuance of Preferred Stock.** The Corporation may issue those shares of Preferred Stock, if any, as authorized by the Articles of Incorporation upon the majority vote of the Board of Directors.

**Section 7.      Record Date and Closing Stock Books.** The Board of Directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any meeting of shareholders or entitled to receive any dividend or distribution, or any allotment of rights, or to exercise rights in respect to any change, conversion or exchange of shares. The record date so fixed shall be not more than sixty (60) days nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days before any other action. When a record date is so fixed, only shareholders who are such of record on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date.

The Board of Directors may close the books of the Corporation against transfers of shares during the whole or any part of a period not more than sixty (60) days prior to the date of shareholders meeting, the date when the right to any dividend distribution or allotment of rights vests, or the effective date of any change, conversion or exchange of shares.

**ARTICLE VI - Miscellaneous**

**Section 1.      Deposits.** The Board of Directors shall by resolution select such banks, trust companies, or other depositories in which all funds of the Corporation shall, from time to time, be deposited to the credit of the Corporation and shall by resolution designate such officer(s) who shall have authority to withdraw such funds by their signatures.

**Section 2.**     Checks and Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by resolution of the Board of Directors.

**Section 3.**     Execution of Contracts and Other Instruments. The Chairman of the Board, if any, the President, the Executive Vice President, if any, and the Secretary or any Assistant Secretary, if any, or the Treasurer or any Assistant Treasurer, if any, when required, are hereby authorized to execute any contract or other instrument on behalf of the Corporation in the ordinary course of business. The Board of Directors, except as in these Bylaws otherwise provided, also may authorize any other officer or officers to enter into any contract or execute any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no other officer shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

**Section 4.**     Voting Securities Held By The Corporation. Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act, and vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At that meeting the President shall possess and may exercise any and all rights and powers incident to the ownership of those securities which the Corporation might have possessed and exercised if it had been present. The President shall have authority to substitute another person by proxy to attend and vote such shares.

**Section 5.**     Fiscal Year. The fiscal year of this Corporation shall end on the last day of December each year.

## **ARTICLE VII - Shareholder Inspection Rights**

### **Section 1.     Inspection of Corporate Records.**

(a)     Upon written request of any shareholder, the Treasurer of the Corporation shall mail to the shareholder the Corporation's balance sheet and statement of income for the preceding fiscal year and, if prepared by the Corporation, the Corporation's statement of source and application of funds for such fiscal year.

(b)     Upon at least 10 days written request to the Secretary of the Corporation, any shareholder of record may examine in person or by agent or attorney, during usual business hours, the Corporation's Articles of Incorporation, Bylaws, any other organizational documents, minutes of shareholders' meetings, records of shareholders and make copies (at such shareholder's own expense) of such records. Unless otherwise agreed in writing, the inspection shall take place at the place(s) where the minutes and records are normally kept by the Corporation.

**Section 2.**     Inspection of Bylaws. The Corporation shall keep in its registered office the original or a copy of these Bylaws as amended to date, certified by the Secretary. The Bylaws shall be open to inspection by any shareholder during usual business hours, upon 5 days written notice to the Secretary of the Corporation.

## **ARTICLE VIII - Amendments**

**Section 1.**     Power of Shareholders. New Bylaws may be adopted or these Bylaws may be amended or repealed by majority vote of the Board of Directors or the shareholders, except as otherwise provided by law or by the Articles of Incorporation.



## PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, LKN Enterprises, Inc., ("Debtor"), hereby promises to pay to the order of Lynn Hartman (Creditor"), the principal sum of Fifteen Thousand Two 00/100 Dollars (\$15,002.00), without interest. This Note is payable on demand.

Protest, presentment, demand and notice of nonpayment are hereby waived by each signer hereof.

Payment of principal and interest shall be made to Creditor wherever Creditor designates, in lawful money of the United States.

In the event of a default in any of the promises made in this Note, the Creditor may, at its option and without notice, declare the entire indebtedness evidenced hereby immediately due and payable, regardless of the date of maturity.

The covenants herein shall bind and the benefits and advantages inure to the respective heirs and successors of the parties.

Dated this 20<sup>th</sup> day of February, 2020.

PROMISED BY:

LKN Enterprises, Inc.

By: 

Lynne Hartman, President



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

Business ID: \_\_\_\_\_

Request ID: 1903-03872

(For MLCC use only)

## Statement of Money Lender

**Instructions:** Anyone (including applicants, stockholders, members, banks, partners, etc.) loaning money for the purchase of interest in a license or proposed licensed business, must complete this Statement of Money Lender. Administrative rule 436.1105(b) requires that applicants have adequate financial resources for the proposed licensed business. This rule requires the finances to be from legitimate and verifiable resources. Your verification of financing is required before the license application can be considered. Please complete this statement, sign and return it to the Commission.

Money Lender Name (Individual or Company): Lynne Hartman

I am loaning \$ 15,002.00 to LKN Enterprises, Inc.  
Amount Name of Applicant

for the purchase of:

☒ the licensed business (and real estate, if applicable) ☒ inventory ☐ stock or membership interest in licensed business

The debt is secured by the following instruments:

None

The following persons are acting as co-signors or co-makers:

None

The debt is repayable as follows:

On demand

Will you have an interest in the licensed business, other than as a creditor for the debt listed? ☒ Yes ☐ No

Do you have Law Enforcement Powers? ☐ Yes ☒ No

Do you have an interest in a retail, manufacturer, or wholesale license? ☐ Yes ☒ No If yes, list the name(s) of the licensee(s) below.

Licensee(s) Name(s): \_\_\_\_\_

I am prepared to present any documentation required for verification of these funds.

My occupation is Business owner

My bank accounts are located at: Federated Bank of Loda

Lynne Hartman  
Signature of Money Lender

4-23-19  
Date

Lynne Hartman  
Printed Name of Signer

Title

## LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into this 21st day of March, 2019 ("Effective Date"), by and between **Maynard Street Properties, LLC** ("Landlord"), and **LKN Enterprises, Inc.** ("Tenant") and amends the Lease for the leased premises located at 310 Maynard Street, Ann Arbor, MI 48104, County of Washtenaw, State of Michigan.

Landlord and Tenant agree:

1. The Lease Effective Date is March 27, 2019.
2. All other terms of the Lease shall remain in full force and effect.

The parties have executed this Lease Amendment on the date(s) set forth below, to be effective as of the date first above written.

### LANDLORD:

### TENANT:

Maynard Street Properties, LLC

LKN Enterprises, Inc.

By:

Lynne Hartman  
Lynne Hartman, Member

By:

Lynne Hartman  
Lynne Hartman, Its President

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

Dated:

3/21/19, 2019

Dated:

3/21/19, 2019

## **BUSINESS PROPERTY LEASE**

THIS LEASE is entered into this 1st day of April, 2019 ("Effective Date"), by and between **Maynard Street Properties, LLC** ("Landlord"), and **LKN Enterprises, Inc.** ("Tenant").

### **RECITALS:**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease to Tenant the following described premises ("Premises") located at 310 Maynard Street, Ann Arbor, MI 48104, County of Washtenaw, State of Michigan.

(1.) **TERM.** The Lease shall be effective as of the date of execution of this document as reflected above. The Lease shall be for a term ("Term") of five (5) years from the Effective Date. Any portion of the first month the Lease commences shall be added to the term of the Lease, and rental shall be apportioned for such month.

(2.) **RENT.**

(A) During the first twelve (12) months of this Lease, Tenant shall pay to Landlord as rental for the Premises monthly installments of Thirteen Thousand Six Hundred Dollars (\$13,600), in advance, upon the first day of each and every month. Tenant shall have until the tenth (10th) day of each month to pay the monthly rental payment before Tenant shall be in default.

(B) During year 2, Tenant shall pay to Landlord the monthly sum of Thirteen Thousand Eight Hundred Fifty Dollars (\$13,850).

(C) During year 3, Tenant shall pay to Landlord the monthly sum of Fourteen Thousand One Hundred Dollars (\$14,100).

(D) During year 4, Tenant shall pay to Landlord the monthly sum of Fourteen Thousand Three Hundred Fifty Dollars (\$14,350).

(E) During year 5, Tenant shall pay to Landlord the monthly sum of Fourteen Thousand Six Hundred Dollars (\$14,600).

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(3.) **LEASE.** Tenant hires the Premises for the Term and covenants to pay or cause to be paid to Landlord, at the dates and times above mentioned, the rent above reserved.

(4.) **NET LEASE.** Landlord and Tenant intend that the rent payments required under Paragraph 2 above shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, not less than such rent payments. All costs, expenses and charges of every kind and nature relating to the Premises which may be attributable to or which may become due during the term of this Lease shall be paid by Tenant, and Landlord shall be indemnified and saved harmless by Tenant from and against the same.

(5.) **INSURANCE.** In addition to the rental hereinabove mentioned, Tenant covenants that during the Term it will keep the building and improvements on the Premises insured against loss or damage by fire, with extended coverage, and that it shall maintain such insurance at all times during the Term in an amount equal to full replacement cost of the insurable value of said building and improvements.

Such policies shall be taken out by Tenant and shall be issued in the name of Landlord and shall be issued by solvent insurance companies authorized and licensed to issue such policies in the State of Michigan. The policies shall name any mortgagee as an additional insured as to liability coverage and provide a loss payable endorsement and standard mortgage endorsement for any mortgagee, as to property coverage. The policies shall provide that they may not be canceled without thirty (30) days notice to any mortgagee. The policies shall remain at all times in the possession of Landlord. Tenant agrees to pay the premiums as they accrue and, if not so paid, Landlord may, at its option, pay such premiums. Such accrued premiums, whether or not paid by Landlord, shall be deemed additional rent and shall be due and payable on the next rent day with interest at the rate of ten percent (10%) per annum from the date of such payment if paid by Landlord. Payment of such premiums by Landlord shall not be deemed a waiver of the default in payment by Tenant, and Landlord, whether or not it has paid such premiums, shall

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have recourse to all remedies herein provided in the event of default by Tenant in the performance of the terms and conditions of this Lease.

All of the policies of insurance aforementioned shall be for periods of not less than one (1) year, with the understanding that thirty (30) days before the expiration of any insurance policy, or at any time upon request by Landlord or any mortgagee, Tenant shall deliver to Landlord and any mortgagee renewal policies or binders, together with evidence in due course of the payment of the premiums on said renewal policies.

(6.) **TAXES.** In addition to the rental hereinabove mentioned, Tenant agrees to pay all real estate taxes or special assessments due and payable during the Term or any renewal or extension thereof, which are levied by any governmental authority having jurisdiction over the Premises, and to submit receipts to Landlord upon request as evidence of payment thereof.

In case Tenant shall fail to pay any tax hereinabove mentioned before the same becomes delinquent because of such non-payment, Landlord may pay the same, together with all penalties accrued thereunder. If Landlord pays any such taxes, Tenant agrees to pay Landlord, on the next ensuing rent day, the amount so paid by Landlord, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant. In the event Tenant shall fail to repay Landlord, on the next ensuing rent day, the amount so paid by Landlord, Landlord may, at its option, terminate this Lease in the same manner as for the breach of any other term, covenant or condition herein contained. All current real estate taxes shall be prorated as of the date rent commences under this Lease. If this Lease is terminated before the end of the tax year, Landlord will remit to Tenant, on a pro rata basis, any taxes which have been prepaid by Tenant, for the time Tenant shall not occupy the Premises.

Tenant may contest the amount or validity of any imposition upon the Premises by appropriate legal proceedings. Upon the termination of such proceedings, Tenant shall deliver to Landlord proof of the imposition as finally determined. Any such contest may be made in the name of Landlord, and Landlord agrees to cooperate with Tenant in any such contest, but without expense to Landlord.

(7.) **OPTION TO RENEW.** Provided Tenant is not in default under this Lease, Tenant shall have the option to renew this Lease for four (4) additional five (5) year periods upon the same terms and conditions as are herein contained, except that the base rental during such renewal periods shall increase annually by Three Thousand Dollars (\$3,000).

In the event Tenant desires to exercise the option to renew, Tenant must give Landlord written notice of the exercise of such option at least sixty (60) days prior to the expiration of the initial term or any renewal period. In the event Tenant fails to exercise the right to extend the Lease for any renewal period, then Tenant shall have no further rights to any other renewal period and the Lease shall terminate at the expiration of the then present Lease term.

(8.) **DEFAULT OTHER THAN RENT.** If Tenant shall default in any payment or expenditure other than rent required to be paid or expended by Tenant under the terms of this Lease, Landlord may, at its option, make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by Tenant on the next ensuing rent day, together with interest at the rate of ten percent (10%) per annum from the date of such payment or expenditure by Landlord and, on default in such payment, Landlord shall have the same remedies as on default in the payment of rent.

(9.) **DEFAULT IN RENT.** In the event Tenant fails to pay any rental obligations on or before the tenth (10th) of each month or, with respect to non-rental payments defaults, shall fail to perform any of the other covenants of this Lease, and shall fail to rectify the same within fifteen (15) days after written notice of such default has been given to Tenant, Landlord shall have the right to re-enter the Premises through lawful means and to remove Tenant from the Premises, with or without terminating this Lease, at the exclusive option of Landlord. In the event Landlord recovers possession of the Premises as a result of Tenant's default and does not elect to terminate this Lease, Landlord shall have the right from time to time to make such repairs to the Premises as shall be determined necessary by Landlord and shall have the right to re-let the same upon such terms and conditions as Landlord, in its sole discretion, deems advisable without interference by Tenant. Upon such re-letting, all rentals received by Landlord shall be applied

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first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorney fees, and of the costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future rent as the same shall become due and payable hereunder. If such rentals received from such re-letting during any month are less than rentals payable for that month by Tenant hereunder, plus expenditures of Landlord incurred due to Tenant's default, including, but not limited to, brokerage fees, attorney fees, alterations and repairs, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and be paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination hereof be declared by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.

(10.) **PAYMENTS OF RENT.** All payments of rent or other sums to be made to Landlord shall be made at such place as Landlord shall from time to time designate, in writing, and every payment required to be made by Tenant under this Lease shall be made without deduction or set-off.

(11.) **ASSIGNMENT.** The Tenant covenants not to assign or transfer this Lease, or mortgage the same, or sublet the Premises, or any part of the Premises, without the written consent of Landlord, and, to the extent required by law, the Michigan Liquor Control Commission. Any assignment, transfer, mortgage or subletting in violation of the terms of this Lease without said written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the Premises.

(12.) **BANKRUPTCY AND INSOLVENCY.** The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if any receiver should be appointed for the



business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then, and in such event, this Lease may be canceled at the option of Landlord.

(13.) **RIGHT TO MORTGAGE.** Landlord at all times reserves the right to subject and subordinate this Lease to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises and on the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises form a part. Notwithstanding the foregoing, at the request of Tenant, Landlord shall obtain from the holders of all existing mortgages or prior leases an agreement in writing providing that Tenant's possession of the Premises shall not be disturbed provided Tenant is not in default under this Lease. Subject to the foregoing, Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord, and any mortgagees or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant provided said mortgagee agrees to recognize the rights of Tenant under this Lease.

(14.) **USE AND OCCUPANCY.** During the Term, the Premises shall be used and occupied for a licensed restaurant business and for no other purpose or purposes without the written consent of Landlord, and that Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement Landlord may, at its option, immediately terminate this Lease and re-enter and repossess the Premises.

(15.) **FIRE.** If the Premises or improvements on the Premises become damaged or destroyed, in whole or in part, by fire or other casualty during the Term, Landlord will repair and restore the same to good usable condition with reasonable dispatch. The rent herein provided for shall abate entirely in case the entire Premises are damaged or destroyed, and pro rata for the portion rendered damaged in case a part only is damaged, until the same shall be restored to a

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usable condition; provided, however, that if Tenant shall fail to adjust its own insurance or to remove its damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay. There shall be no abatement of rental if such fire or other cause damaging or destroying the Premises shall result from the negligence or willful act of Tenant, its agents or employees. If Tenant shall use any part of the Premises for storage during the period of repair, a reasonable charge shall be made therefor against Tenant. Notwithstanding anything to the contrary in this paragraph, if the Premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, Landlord may, at its option, terminate this Lease, without liability, forthwith by a written notice to Tenant.

Landlord and Tenant forever release and discharge each other for any loss or damage to their respective property caused by fire, wind, theft, vandalism, malicious mischief, or other such casualties as are generally covered under extended coverage insurance whether or not such loss or damage is covered by insurance, and whether or not such loss or damage was caused by the negligent acts or omission of Landlord or Tenant or their respective agents or employees. No insurance carrier or underwriter shall have any right of subrogation against Landlord or Tenant by reason of any such loss of damage, and all policies of insurance obtained by Landlord or Tenant upon their respective properties insuring against such loss or damage shall contain provisions permitting the releases and anti-subrogation provisions herein provided.

(16.) **TENANT TO INDEMNIFY.** Tenant agrees to indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the Premises from any cause whatsoever. Tenant will procure and keep in effect during the term hereof public and property damage insurance for the benefit of Landlord in the sum of Two Million Dollars (\$2,000,000) for damages resulting to one person, Five Million Dollars (\$5,000,000) for damages resulting from one casualty, and Five Hundred Thousand Dollars (\$500,000) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to Landlord, and

upon Tenant's failure to do so, Landlord may, at its option, obtain such insurance, and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

(17.) **GENERAL REPAIRS AND ALTERATIONS.** During the continuation of this Lease, Tenant shall, at its own expense, keep the Premises and every part thereof in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to the Premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Premises, except moveable office furniture and trade fixtures put in at the expense of Tenant, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the termination of this Lease without molestation or injury. If Tenant fails to make such repairs, Landlord may do so and Tenant shall pay to Landlord on the next ensuing rent day, the cost thereof, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

(18.) **REQUIRED REPAIRS AND ALTERATIONS.** Notwithstanding any other provision of this Lease, from and after the Commencement Date, any repairs, replacements, capital improvements, additions or alterations to the building or any of its systems (e.g., plumbing, electrical, mechanical) structural or non-structural, which become necessary or are required by any law, statute, ordinance, rule, regulation or governmental authority or insurance carrier, including, without limitation, OSHA, shall be the obligation of Tenant.

(19.) **EMINENT DOMAIN.** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the Term shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance. If less than all of the Premises shall be so taken, Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms and conditions herein; provided, however, that the rent shall be reduced in

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proportion to the amount of the Premises taken. All damages awarded for such taking under the power of eminent domain, whether for a whole or a part of the Premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to the award made to Tenant for loss of business, depreciation to, and the cost of removal of stock and fixtures or moving expenses.

(20.) **RESERVATION.** The Landlord reserves the right of free access at all times to the roof of the Premises. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent of Landlord, in writing.

(21.) **CARE OF PREMISES.** The Tenant shall not perform any acts or carry on any practices which may injure the building or the land or property of Landlord, and shall keep the Premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon the Premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event Tenant agrees to pay, on the next ensuing rent day, all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

(22.) **MAINTENANCE.** Tenant shall be responsible for snow removal and maintenance of landscaped areas surrounding the Premises. If Tenant fails to keep said area free from snow or fails to maintain landscaped areas, Landlord may, at its option, contract for said services and bill to Tenant the cost of said maintenance. Tenant agrees to pay, on the next ensuing rent day, all such costs incurred by Landlord, together with interest at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

(23.) **COMPLIANCE WITH LAWS.** The Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or

ordinances of all municipal, County and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same.

Tenant will not, except in accordance with applicable law or regulations, introduce or cause to be introduced into the Premises, any material or substance that is now or in the future defined, listed or classified under any Federal, State or local law, rule, regulation, ordinance or code, relating to environmental protection or contamination or work place safety, or by the Environmental Protection Agency, the Occupational Safety and Health Administration, the National Institute of Safety and Health, the Nuclear Regulatory Commission, or any Federal, State or local agency having jurisdiction over work place safety or environmental protection or over any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material").

If, however, Tenant introduces, or causes to be introduced, any Hazardous Material into the Premises, or if Tenant receives any notice or otherwise obtains knowledge of introduction of any Hazardous Material into the Premises, or receives any notice of the introduction of Hazardous Material into the Premises, then Tenant will immediately notify Lender of such occurrence.

(24.) **CONDITION OF PREMISES AT TIME OF LEASE.** The Tenant acknowledges that it will examine the Premises prior to the Commencement Date and shall certify, in writing, to Landlord that Tenant is satisfied with the condition of the Premises and that Tenant will accept the Premises in its then present condition, "as-is, where-is".

(25.) **HOLDING OVER.** If Tenant holds 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.

(26.) **GAS, WATER, HEAT, ELECTRICITY.** The Tenant will pay all charges made against the Premises for all utilities including without limitation gas, water, heat, electricity and alarm system during the continuance of this Lease as the same shall become due. If Tenant shall fail to pay any such charges, Landlord may, at its option, pay such charges and Tenant shall pay to Landlord, on the next ensuing rent day, all such charges paid by Landlord, together with

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interest at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

(27.) **ADVERTISING DISPLAY.** All signs and advertising displayed in and about the Premises shall be such only as advertise the business carried on upon the Premises.

(28.) **ACCESS TO PREMISES.** Upon reasonable notice to Tenant, Landlord shall have the right to enter upon the Premises at reasonable hours as agreed upon by the parties for the purpose of inspecting the same. If Landlord deems any repairs necessary, it may demand that Tenant make the same, and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, Landlord may make or cause to be made such repairs and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes to be made such repairs, Tenant agrees that it will forthwith on demand pay to Landlord the cost thereof with interest at the rate of ten percent (10%) per annum. If Tenant shall make default in such payment, Landlord shall have the remedies provided in Paragraph 9 hereof.

(29.) **RE-ENTRY.** In case any rent shall be due and unpaid, or if default be made in any of the covenants herein contained, or if the Premises shall be deserted or vacated, then it shall be lawful for Landlord, to re-enter into and repossess the Premises and require Tenant and each and every occupant to remove and put out.

(30.) **QUIET ENJOYMENT.** The Landlord covenants that Tenant, on payment of all of the required rental and performing all the covenants of Tenant in this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the term stated above.

(31.) **EXPENSES, DAMAGES AND RE-ENTRY.** In the event Landlord shall obtain possession of the Premises by re-entry, summary proceedings or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

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(32.) **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

(33.) **WAIVER.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

(34.) **NOTICES.** Whenever under this Lease a provision is made for any notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at its last known Post Office address or at the Premises and deposited in the mail with postage prepaid, and if such notice to Landlord is in writing addressed to the last known Post Office address of Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

(35.) **CONSTRUCTION.** It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their".

(36.) **ASSIGNS AND SUCCESSORS IN INTEREST.** The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(37.) **CONSENT.** Wherever the consent or approval of Landlord is required, it will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**LANDLORD:**

Maynard Street Properties, LLC

By: *Signe Hark*, Member


*Norman Foltz 2/7/19*

**TENANT:**

LKN Enterprises, Inc.

By: *Signe Hark*

Its: *Norman Foltz 2/7/19*

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OFFICIAL SEAL

Washtenaw Co., MI

10/23/09

L-4757 P-323

Clerk Register

Page: 1 of 2



12:21 P

10/23/09

ACS-6323973-D-2009-2  
Lawrence Kestenbaum, Washtenaw

L-4757 P-323

STATE OF Michigan  
Washtenaw Co  
10/23/2009  
9698

REAL ESTATE TRANSFER TAX  
\$1,216.00-C  
\$9,250.00-S  
\$ 114795

## WARRANTY DEED



LIBERTY TITLE  
THE CLOSING AND TITLE EXPERTS

1726  
②  
12 8

File No. M92061

The Grantors: JDFF Realty Partnership, a dissolved Michigan partnership

whose address is: 1522 Providence Road, Charlotte, NC 28207

Convey and Warrant to: Maynard Street Properties, LLC, a Michigan limited liability company

whose address is: 13571 WATERS RD, CHELSEA, MI 48118

the following described premises situated in the City of Ann Arbor, Washtenaw County, State of Michigan, to wit:

SEE ATTACHED EXHIBIT A/LEGAL DESCRIPTION RIDER

for full consideration of: \$1,100,000.00 (1,100,000.00)

subject to: Building and use restrictions and easements of record.

Liens for any tax and/or assessment which become due and payable on or after the effective date hereof.

Dated this 14th day of October, 2009.

Time Submitted for Recording  
Date 10/23/2009 Time 11:54 AM  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register

Signed:

JDFF Realty Partnership, a dissolved Michigan partnership

(Name of Partnership)

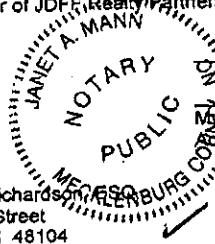
GRANTOR

*Norman Foltz*  
Norman Foltz, as sole owner and remaining partner

STATE OF MICHIGAN *North Carolina*COUNTY OF *Mecklenburg*

WASHTENAW COUNTY TREASURER  
TAX CERTIFICATE NO. *5965501*

The foregoing instrument was acknowledged before me this 9th day of October, 2009 by Norman Foltz, sole owner and remaining Partner of JDFF Realty Partnership, a dissolved Michigan partnership.



*Janet A. Mann*  
Notary Public  
Mecklenburg County, Michigan  
My Commission Expires: *September 11, 2012*  
Acting in the County of *Mecklenburg*

Drafted by: Thomas D. Richards, ESQ.  
111 N. Main Street  
Ann Arbor, MI 48104

When recorded return to: Grantee

\*Type, print or stamp names under signatures

Tax Code: 09-09-29-401-004

⑦



FILE NO. M92061

PARCEL ID 09-09-29-401-004

**EXHIBIT A/LEGAL DESCRIPTION**

Land is located in the City of Ann Arbor, County of Washtenaw, State of Michigan, and described as follows:

The South 50 feet of the East 1/2 of Lot 13 and the South 45 feet of the West 1/2 of Lot 13, Block 3 South, of Huron Street, R8E, Ann Arbor Land Company's Addition to the Village (Now City) of Ann Arbor, as recorded in Liber "H" of Deeds, pages 486 and 487, Washtenaw County Records. Reserving a right of way 10 feet wide, along the North side of the East 1/2 of said Lot 13 herein conveyed 5 feet of said right of way along the North side of that part of the East 1/2 of said Lot 13 herein conveyed and 5 feet along the South side of that portion of said Lot 13 adjoining the parcel herein conveyed on the North, said right of way to extend west upon and over the West 1/2 of said Lot 13, 30 feet, adjoining and North of that portion of the West 1/2 of said Lot 13 herein conveyed said right of way being reserved for the use of the occupants and owners of said Lot 13 and Lot 14, all in Block 3 south of Huron Street, R8E, in said Addition.

The above described property is commonly known as 310 Maynard, Ann Arbor, MI.



Michigan Department of Commerce  
**LIQUOR CONTROL COMMISSION**  
 7150 Harris Drive  
 P. O. Box 30005  
 Lansing, Michigan 48909-7505

**REPORT OF CORPORATE OFFICERS, BOARD OF DIRECTORS, AND STOCKHOLDERS**  
*(Authorized by R 436.1109, M.A.C.)*

**IMPORTANT:** Under Michigan law (MCL 436.19b), a license or an interest in a license shall not be transferred from one person to another without the prior approval of the Commission.

**INSTRUCTIONS:** This report is part of the license application and must be completed by an officer of the corporation who is authorized to sign and execute documents.

- **PUBLIC CORPORATIONS** — Complete sections 1-4 and 6-7 and sign the AFFIDAVIT on page 2 (reverse) of this form.
- **PRIVATELY-HELD CORPORATIONS** — Complete sections 1-7 and sign the AFFIDAVIT on page 2 (reverse) of this form.

<b>1. Name and address of corporation</b>  DLF Holdings, Inc. 1250 Horseshoe Circle, Apt. 107 Ann Arbor, MI 48108	<b>2. Type of license</b> Class C
	<b>3. Date original Articles of Incorporation filed with Michigan Corporations &amp; Securities Bureau if in Michigan</b>  July 17, 1996
	<b>4. Check type of corporation:</b> <input checked="" type="checkbox"/> Privately-held corporation — not traded on a stock exchange <input type="checkbox"/> Public Corporation

This section must be completed by privately held corporations.

5. NAME AND ADDRESS OF STOCKHOLDER	STOCK CERTIFICATE #	DATE ISSUED	NO. OF SHARES
1. Douglas L. Foltz, [REDACTED], Ann Arbor	001	7/17/96	100
2. MI 48108			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

(continued on reverse)

5. NAME AND ADDRESS OF STOCKHOLDER (continued)	STOCK CERTIFICATE #	DATE ISSUED	NO. OF SHARES
17.			
18.			
19.			

If more listings are needed, please attach an additional page showing the same information.

6. CORPORATE OFFICER	NAME AND ADDRESS
President	Douglas L. Foltz, [REDACTED], Ann Arbor, MI 48108
Vice President	
Secretary	
Treasurer	
Ass't. Secretary	

7. BOARD OF DIRECTORS	NAME AND ADDRESS
Chairperson	Douglas L. Foltz, [REDACTED], Ann Arbor, MI 48108
Vice-chairperson	
Secretary	
Director	
Director	
Director	
Director	
Director	

**WARNING:** Section 45 of the Liquor Control Act says that "Any person who shall make any statement either orally or in writing to the Commission for the purpose of inducing the Commission to act or for inducing the Commission to refrain from taking action, which statement is false or fraudulent and any person who makes any false or fraudulent statement for the purpose of enabling or assisting any person to evade the provisions of this act, shall be guilty of a violation of this act.

## AFFIDAVIT

I certify that the information contained on this report and any attachments is complete, true, and taken from the records of this corporation and that I understand the WARNING above.

Douglas L. Foltz  
Signature

Douglas L. Foltz  
Name (print or type)

President  
Office/Position

1/27/97  
Date

Subscribed and sworn to me this

27th day of January, 19 97  
Day Month Year

Kimberly S. Fox  
Notary Public Kimberly S. Fox

In and for the county of Eaton, acting in Ingham  
Michigan.

My commission expires: 7/20/01



## Report of Stockholders, Members, or Partners

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

### Part 1 - Licensee Information

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

Licensee name(s): LKN Enterprises, Inc.

Address: 310 Maynard Street

City: Ann Arbor, MI

Zip Code: 48104

### 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:
Lynne Hartman, [REDACTED] Loda, IL 60948	1,000	10-11-18
Norman G. Foltz, [REDACTED], Clearwater, FL 33761	1,000	10-11-18

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

Lynne Hartman - President and Director

Norman G. Foltz - Vice-President/Secretary and Director

### 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:
not applicable		

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

not applicable



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

(For MLCC Use Only)

**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:
not applicable		

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

not applicable

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**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:	Lynne Hartman
Name & Title:	Norman G. Foltz
Name & Title:	Michael J. Brown, Esq. of Carlin Edwards Brown PLLC
Name & Title:	
Name & Title:	

**Part 4 - Signature of Applicant or Licensee**

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

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

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

		
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 or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Fax to: 517-763-0059



**Report of Stockholders, Members, or Partners**

(For MLCC Use Only)

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

**Part 1 - Licensee Information**

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

Licensee name(s): Maynard Street Properties, LLC	
Address: 310 Maynard Street	
City: Ann Arbor, MI	Zip Code: 48104

**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:
not applicable		
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		
not applicable		
		MLCC
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**Part 2b - Limited Liability Companies** - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Keith C. Foltz [REDACTED] Dexter MI 48130	34%	9-8-2009
Lynne Hartman [REDACTED] IL 60948	33%	9-8-2009
Norman G. Foltz [REDACTED] Clearwater, FL 33761	33%	9-8-2009
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
Member managed		



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

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_

### Report of Stockholders, Members, or Partners

(For MLCC Use Only)

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

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
not applicable		

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

not applicable

**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:	Keith C. Foltz
Name & Title:	Lynne Hartman
Name & Title:	Norman G. Foltz
Name & Title:	Michael J. Brown, Esq. of Carlin Edwards Brown PLLC
Name & Title:	

**Part 4 - Signature of Applicant or Licensee**

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

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

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

Lynne Hartman  
Print Name of Applicant or Licensee & Title

Lynne Hartman  
Signature of Applicant or Licensee

1/20/18, 2018  
Date

Please return this completed form to:  
Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

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