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August 22, 2024

VIA ELECTRONIC MAIL

Rachel Rickinger, Liquor License Coordinator
City of Ann Arbor Clerk's Office
301 E. Huron, 2nd Floor
Ann Arbor, MI 48104

Re: Eat Thai Arbor Inc.'s Request for Redevelopment Class C and SDM Liquor Licenses with Sunday Sales Permit (AM and PM), Social District Permit, Additional Bar Permit, Catering Permit, Dance/Entertainment Permit, Specific Purpose (Food) Permit and Outdoor Service Area Permit to be Located at 332 S. Main St. Ann Arbor, Washtenaw County, Michigan, to be Issued Pursuant to MCL 436.1521a(1)(b)

Dear Ms. Rickinger:

We represent Eat Thai Arbor, Inc. ("Eat Thai Arbor"), which will do business as Eat Thai Arbor to be located at 332 S. Main St. Ann Arbor, MI 48104. Eat Thai Arbor is requesting a Class C liquor license pursuant to Michigan's "Redevelopment License Law", which is MCL 436.1521a(1)(b). Also being requested are Sunday Sales Permit (AM and PM), Social District Permit, Additional Bar Permit, Catering Permit, and Outdoor Service Area Permit, and an SDM License. The requested permits allow the licensee to do the following:

- **Sunday Sales AM Permit:** Allows the licensee to sell beer, wine, and liquor before noon on Sundays.
- **Sunday Sales PM Permit:** Allows the licensee to sell liquor after noon on Sundays.
- **Social District Permit:** Allows the licensee that has a Class C license to serve alcohol to customers in special containers to customers that may leave the premises with the containers and consume the alcohol in the commons area of a social district approved by the local government unit. **See attached Form LC 208 for city approval of this permit.**
- **Additional Bar Permit:** Allows the licensee to serve drinks from a second bar within the licensed premises.
- **Catering Permit:** Allows the licensee to sell, deliver, and serve beer, wine, and spirits to a customer for a private event. No alcohol can be sold by the drink to guests at the event; the host must buy all the alcohol, and it is served to the guests for no charge.

- **Outdoor Service Area Permit:** Allows a Class C licensee to sell and serve alcohol in a well-defined and clearly marked area adjacent to the licensed premises.
- **Specially Designated Merchant License (SDM):** Allows a licensee to sell beer, wine, and mixed spirit drinks to customers for takeout.
- **Specific Purpose (Food) Permit:** Allows an on-premises licensee to remain open past the normal legal hours of sale between 2:00am and 7:00am for the purpose of continuing to serve food.
- **Entertainment Permit,** to allow Eat Thai Arbor to have interactive entertainment and contests with entertainers, such as comedians and magicians.
- **Dance Permit,** to allow customers to dance should Eat Thai Arbor have a DJ or band.

The sole stockholder of Eat Thai Arbor is Teerawat Pho-On.

Eat Thai Arbor will serve authentic Thai food which will draw the masses. Mr. Pho-On will bring the same culinary expertise and great Thai flavor to Ann Arbor that he has served in his other successful restaurants in Troy and Oxford.

Eat Thai Arbor will be located in the heart of Downtown Ann Arbor on Main St. The restaurant will be located on the northwest corner of Main St. and William St., which is within the DDA of the City of Ann Arbor. The restaurant will consist of approximately 2,250 square feet of restaurant space. They will hire 12 full time employees.

In order for Eat Thai Arbor to qualify for a new Class C license issued pursuant to the Redevelopment License Law, the licensed business must be engaged in dining, entertainment, or recreation; be open to the general public; have a seating capacity of not less than 25 persons; and expend not less than \$75,000.00 over the preceding five years or have a commitment for a capital investment for at least that amount for the rehabilitation or restoration of the building. According to the Redevelopment License Law, this amount must be expended before the issuance of the license.

Eat Thai Arbor meets all the requirements of the Redevelopment License Law. It will be open to the public for dining, have a seating capacity of over 25, and will spend approximately \$150,000.00 in fixtures, equipment, leasehold improvements, license, and inventory. To finance the project, Mr. Pho-On will be using funds from their other restaurants and various other successful business ventures. Eat Thai Arbor will lease the establishment from Ann Arbor Real Estate, LLC.

The hours of operation for Eat Thai Arbor will be from 10:30 am to 5:00 am Monday through Sunday.

Within 150 days of the opening of the restaurant, the owners and all the managers and employees who serve and sell alcoholic beverages will complete the TIPS or TAM server training program.

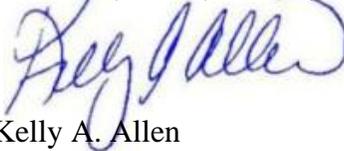
Enclosed are the following documents for your investigation:

- Ann Arbor Redevelopment License Application;
- Supplement to Ann Arbor Redevelopment Application;
- Articles of Incorporation and Bylaws for Eat Thai Arbor, Inc.;
- Stock Certificate for Teersawat Pho-On;
- Corporate Resolution of Sole Officer and Director for Eat Thai Arbor, Inc.;
- Restaurant Lease;
- Eat Thai Arbor Inc.'s Operating Plan for the Sale of Alcohol;
- LCC-208 for Local Approval of Social District Permit; and
- Partially completed LCC 106-Local Government Approval form.

If you have any questions or need any further information, please do not hesitate to contact me or my legal assistant, Laura Peters.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/cjt



CITY OF ANN ARBOR REDEVELOPMENT LIQUOR LICENSE PRE-APPLICATION QUESTIONNAIRE

Instructions to Applicants: If you are applying for a City of Ann Arbor Development District License, within the Downtown Development Authority Area (see map), this form must be completed prior to filling out the City of Ann Arbor New Liquor License Application Form. The new application form will not be accepted without a completed pre-application questionnaire. **Please include copies of two pieces of personal identification.**

Please indicate, by checking YES or NO, if your establishment meets the following criteria.

1. Is the business to be licensed within the geographic boundaries of the City of Ann Arbor Downtown Development Authority District? **Yes** **No** (Please indicate proposed location on the attached map.)

Complete name and address of business to be licensed EAT THAI ARBOR, INC
Personal Property ID (for existing businesses) N/A

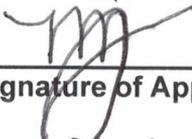
2. Applicants for development district licenses, must demonstrate to City of Ann Arbor and the Michigan Liquor Control Commission (MLCC), at the time of investigation, that the amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license. At the time of application, can your business demonstrate this requirement?
 Yes **No** (Please attach supporting financial information for verification.)

3. Will the licensed business engage in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons? **Yes** **No** (Please attach current or proposed floor plan that supports seating capacity.)

4. Will the licensed business generate 50% or more of its revenue from food and non-alcoholic drink sales?
 Yes **No**

5. What type of on-premise sales are you interested in applying for? Check all that apply. (Checking the boxes does not guarantee award of any or all categories.)
 Beer **Wine** **Spirits (hard liquor)**

6. Please describe (on an attached sheet) how your business will do the following, if issued a license:
i. Prevent deterioration in the DDA district and promote economic growth by:
 a. creating new employment opportunities
 b. adding new tax value through the purchase of new equipment and/or building improvements
ii. Represents a desired land use as determined by the City's area master plan and zoning requirements.
iii. Contribute to the mix of dining/drinking, entertainment and recreational existing establishments (describe unique characteristics)

 8-9-24 Teerawat Pho-On
Signature of Applicant **Date** **Printed Name**

If any of the above questions have been answered NO, the applicant is not eligible to apply for a Development District License as designated under Michigan State Law (Public Act 501 of 2006). Applicants that cannot meet the minimum criteria will not be considered by the City of Ann Arbor. Do NOT fill out an application.

If all of the above questions have been answered YES, the applicant is eligible to apply for a Development District License. The next step in the application process is to fill out the City of Ann Arbor application form. Attach this completed form to the application and submit with \$150 application fee to the Ann Arbor City Clerk, 301 E. Huron St, Ann Arbor, MI 48104. Fax Number – 734-994-8296. Phone No. – 734-794-6140. A \$600 license fee is due upon approval.

To inquire about other licensing opportunities, including transfers of existing Class C licenses, please contact the Michigan Liquor Control Commission directly. All transferred licenses begin at the State level. MLCC On-Premises Licensing Division - 517-322-1400.



DEVELOPMENT DISTRICT LIQUOR LICENSES FACT SHEET

Public Act 501 of 2006 amended the Michigan Liquor Control Code, effective December 29, 2006, to allow the Liquor Control Commission (MLCC) to issue public on-premises licenses, in addition to the population-based quota licenses allowed under the Code, to businesses engaged in activities related to dining, entertainment, and recreation, and located in city development districts.

The City Council of Ann Arbor adopted Resolution R-08-024 on February 4, 2008 establishing the Ann Arbor Downtown Development District as a development district for liquor licensing in accordance with the requirements of Public Act 501 of 2006 and the MLCC. The City of Ann Arbor has filed all required documentation for the certification of the development district by the MLCC (certified copy of Resolution R-08-024, the required map reflecting and outlining the designated development district within the boundaries of the City, and an affidavit from the City Assessor, certified by the City Clerk, stating the total amount of investment in real and personal property within the development district during the preceding five years.) and been advised that it has met the monetary threshold for 807 licenses.

To receive a Development District Liquor License an applicant must be approved by the City and the MLCC. An application for a license will not be authorized for investigation until the MLCC has received a City resolution which approves the applicant at a specific location "above all others."

Applicants must complete a City application and file it with the City Clerk with all required supplemental documentation and the City application fee. Application fees are established by resolution of City Council and the application package can be obtained from the City Clerk's office. The City will review the application and make a determination as to whether the applicant is approved "above all others" at the designed premises. The City may make investigations it considers proper in connection with the approval process or as required by City ordinances.

Upon receipt of the documentation from the City, and all necessary MLCC application forms, other required documents and inspection fees, the application will be authorized for investigation by the MLCC. The initial enhanced license fee for development district licenses is \$20,000.

Applicants for development district licenses must demonstrate, at the time of the investigation by the MLCC, that:

- The amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license.
- That the licensed business is engaging in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons.

Individuals considering applying for a development district liquor license should be aware of the following restrictions.

- A licensee may transfer ownership of the license; however, this type of license may not be transferred to another location.
- If the licensee goes out of business, the licensee must surrender the license to the MLCC. The City may approve another applicant within the development district to replace the licensee who has surrendered the license to the MLCC.
- The applicant must state and demonstrate that an attempt to secure an appropriate on-premises escrowed license or quota license which may be available within the city in which the applicant proposes to operate.

This fact sheet has been prepared for informational purposes only. Individuals considering applying for a development district liquor license are advised to contact a lawyer for advice on the application process. General informational inquiries can also be directed to the Michigan Liquor Control Commission.

Effective Date: April 30, 2008

Prepared by: City of Ann Arbor, City Attorney's Office



CITY OF ANN ARBOR
APPLICATION FOR NEW LICENSES

Date: _____

Instructions: This application must be completed and returned with a \$150 application fee for each license before it can be considered. All answers must be typed or printed. Sign the completed form in ink and return to the City Clerk, 301 E. Huron St., Ann arbor, Michigan 48104. MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO THE CITY OF ANN ARBOR, MICHIGAN.

1. Applicant identification-all applicants
Name of individual, partnership, corporation or limited liability company who will hold the license: EAT THAI ARBOR, INC
Contact Person Name: TEERAWAT PHO-ON
Business Street Address: 332 S MAIN ST
Street Address: [Redacted]
City/State/Zip Code: ANN ARBOR, MI 48104
City/State/Zip Code: OXFORD, MI 48371
Township:
Business Phone No. (248) 251-2823
Home Phone No. ()

2. Nature of Application - (Check all that apply)
Retail Applicants
Manufacturer or Wholesale Applicants

3. Retail Applicants - (Please identify all permits being applied for with this license application)
3a. Check Type of License
3b. Check Type of Permits
Sunday Sales
Add Bar
Entertainment Sales
Outdoor Sales
Before / After Hours For: _____

4. New Manufacturer or Wholesale Applicants
Wine Maker
Small Wine Maker
Wine Maker Tasting Room
Micro Brewer
Small Distiller
Manufacturer of Spirits
Industrial Manufacturer
Warehouse
Brewpub
Outstate Seller of Mixed Spirit Drinks
Outstate Seller of Wine
Outstate Seller of Beer
Other: _____

5. Proposed Licensed Address:
332 S MAIN ST, ANN ARBOR, MI 48104

6. Briefly describe the business, for example - Drug Store, Restaurant, Party Store, Wholesaler, Wine Maker, etc.
Thai restaurant and bar.

7. This proposed licensed business will be owned by: (check one)

- Me as the individual owner The named corporation The named liability company

The following partners (indicate limited partners with an "L" before their name)

Partnership Information: (attach additional sheet if necessary)

Name of Partners	Home Address	Telephone Number

* All partners may be required to complete and submit additional information as part of the application review process, by completing this application applicant agrees to comply with any such requests.

8. Personal Information – Individual Applicants and Partnership Members Only

Date of Birth 05/01/1975 (required to confirm applicant is over 21 years of age)

If you are not a US Citizen – Are you a registered alien? Yes No Or, do you have a Visa? Yes No

Full name of spouse: N/A

Have you ever legally changed your name? Yes No If Yes, from _____ to _____

Have you been known by other names? Yes No List Names: _____

Have you ever been convicted of a criminal offense, including alcohol related infractions (exclude traffic citations)?

Yes No If Yes, please list charge, date of conviction, location and disposition below.

(Use additional sheet if necessary.)

CHARGE	DATE	PLACE	DESCRIPTION

List your former occupations for the past 3 years:

DATE (to/from)	OCCUPATION	EMPLOYER NAME AND ADDRESS
<u>01/01/2020 – NOW</u>	<u>OWNER</u>	<u>THAI PLATE, LLC [REDACTED] OXFORD, MI 48371</u>

I or my spouse previously held or now hold interest in the following licenses for sale of alcoholic beverages as sole licensee, partner or corporation:

NAME OF LICENSE	TYPE OF LICENSE	LOCATION	DATE

Do you or your spouse hold any law enforcement powers including powers of arrest? Yes No

9. Limited Partnership Applicants Only – is the limited partnership authorized to do business under the laws of Michigan?

Yes

No

Date authorized: _____

10. Corporate & Limited Liability Company Applicants Only -

Attach copy filed or proposed Articles of Incorporation, last annual report/statement filed & attach copy of stock options.

Corporate/LLC Name:

EAT THAI ARBOR, INC

Incorporation/Organization date:

JANUARY 29, 2024

Incorporated/Organized in what State?

MICHIGAN

Michigan Authorization date:

803160555

Name, Address, Phone Number of Resident Agent:

TEERAWAT PHO-ON, 100 STATE ST, OXFORD, MI 48371, (248) 251-2823

(Check one of each)
Corporation



Profit or



Nonprofit



Public or



Private Corporation

Date last annual report/statement filed with Michigan Corporation and Securities: N/A

Corporate Officers	Name	Address	Phone Number
President	<u>TEERAWAT PHO-ON</u>	<u>[REDACTED] OXFORD, MI 48371</u>	<u>(248) 251-2823</u>
Vice-President	_____	_____	_____
Secretary	_____	_____	_____
Treasurer	_____	_____	_____

11. Corporations and Limited Liability Companies – List all persons, companies and other entities that hold or will hold stock interest or membership in applicant entity.

Name	Address	Phone Number	%Interest
1. <u>TEERAWAT PHO-ON</u>	<u>100 STATE ST, OXFORD, MI 48371</u>	<u>(248) 251-2823</u>	<u>100%</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

12. Denial of Application/Revocation of License

(A) Have you, prior to this application, made application(s) for a similar or other license on premises other than described in this application?

Yes No

If yes, please list date, place and disposition of such application(s).

(B) Have you, prior to this application, been disqualified to receive approval for a license under the laws of the State of Michigan?

Yes No

If yes, please explain.

(C) Have you ever held a liquor license which has been revoked or not renewed?

Yes No

If yes, please state reason.

13. Financial Details – All applicants

(A) Source of funds used to establish business, or which will be used to purchase this business, list name, address and amount of all money lenders.

Name	Address	Amount
TEERAWAT PHO-ON	OXFORD, MI 48371	\$ 180,000
		\$
		\$

(B) Attorney or representative

Kelly A Allen	39572 Woodward Ave, Suite 222 Bloomfield Hills, MI 48304	(248) 540-7400
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Name	Address	Phone Number
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14. Premises (Answer either A, B, or C.) Applicant shall attach a building and grounds layout diagram (8-1/2 x 11) showing the entire structure, premises, and grounds, and in particular the specific areas where the license is to be utilized. Plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for screening and notice control.

(A) New Construction

Do you need to build a facility at the residence that will hold the license? Yes No

If yes, do you have building permits? Yes No

If no, when do you plan to get them? _____

If yes, when do you expect construction will begin? _____

If yes, when do you expect construction to be completed? _____

If yes, what is the estimated cost of construction of the facility? \$ _____

When is your anticipated occupancy date/open for business date? _____

Would you build the facility at this location if you do not get a license? Yes No

(B) Existing Facility-No Renovation

Is the facility currently occupied? Yes No

If yes, do you intend to be licensed under the existing business at this location? Yes No

If yes, do you intend to be licensed under the same management? Yes No

How long has the existing business be at the location? _____

Are you currently associated with the business operation on site? Yes No

If yes, in what capacity are you associated? _____

If no, will you be purchasing the premises? _____

(C) Existing Facility-Renovation

Do you plan to renovate an existing facility? Yes No

If yes, what is the estimated cost of the renovation? \$150,000

If yes, when do you expect construction will begin? Immediately – pending receipt of building permit.

If yes, when do you expect the construction to be completed? December 2024.

When is your anticipated occupancy date/open for business date? December 2024

Is the facility currently occupied? Yes No

If yes, are you currently associated with the business operation on site? Yes No

If yes, in what capacity are you associated? _____

Will it be necessary to temporarily close the facility for renovation? Yes No

If yes, how long will the facility be closed – Facility is currently vacant.

Are you going to renovate the facility if you do not get a license? Yes No

15. Employment – (All applicants must complete either A or B section)

(A) Existing Business

How large is the current staff? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____

Will you be retaining current staffing levels, expanding current staffing levels, or decreasing current staffing levels if you receive the license? Explain. _____

(B) New Business

How large of a staff do you plan to have? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
<u>2</u>	<input checked="" type="radio"/>		<input type="checkbox"/>	<u>BARTENDER</u>
<u>4</u>	<input checked="" type="radio"/>		<input type="checkbox"/>	<u>COOKS</u>
<u>4</u>	<input checked="" type="radio"/>		<input type="checkbox"/>	<u>SERVERS</u>
<u>1</u>	<input checked="" type="radio"/>		<input type="checkbox"/>	<u>MANAGER</u>
<u>1</u>	<input checked="" type="radio"/>		<input type="checkbox"/>	<u>DISHWASHER</u>

16. Operating Statement – Attach a general operation statement outlining the proposed manner in which the business for which the license being proposed will be operated, including a schedule of the hours of operation, food services, crowd control, and use of facilities.

17. Personal Statement – (App applicants must complete this requirement)

Please describe how this business will enhance the City of Ann Arbor community. What special considerations should we take into account in evaluating your application? PLEASE LIMIT YOUR ANSWER TO 200 WORDS OR LESS. Please attach a separate sheet of paper if necessary.

I have read all of the above answers and they are true. I agree to provide all requested information and to fully cooperate with all City Service Areas requesting any and all additional information provided in this application or any attachment thereto. Any changes that occur after the date of this application, applicant will notify the City Clerk, in writing, within 14-days of such change. I understand that the falsification of the information on this form or any false statements made during investigations may constitute grounds for denial of a license.

I warrant that I am not disqualified to receive a liquor license under the ordinances of the City of Ann Arbor or the laws of the State of Michigan. If granted a liquor license I will not violate any federal or state laws or any ordinance of the City of Ann Arbor in the conduct of business.

Attested to:

8-9-24
Date of Application



Signature of Applicant
(if applicant is a corporation, include title of signor)

Name of person completing this form if not the applicant

6. Please Describe How Business Will:

i. Prevent DDA Deterioration:

Eat Thai Arbor, Inc. will prevent DDA deterioration by continuing to improve upon something Ann Arbor does excellently – foster different cultures. Through their phenomenal Thai food, the Applicant will bring business into the City of Ann Arbor and add to what is already a fantastic diverse food scene. In addition to adding authentic Thai food, the Applicant will be bringing 10-15 jobs to the city. The applicant will also improve upon a building that was previously abandoned and not bring any tax revenue to the city.

ii: Represent a Desired Land Use:

Eat Thai Arbor will be located at 332 S. Main St. This is classified as a “Core Area” in the Downtown Plan (2009). Core Areas’ main focus is to continue to add businesses and establishments that have a special identity, are visually appealing, and will foster pedestrian traffic. Eat Thai Arbor will accomplish all of these goals for the Core Area. Due to their central downtown location, they will foster an environment for those who want to walk to and from dinner to have a drink. Additionally, their renovations will take a previously abandoned building and update the visual appearance to appeal to the entire city. Their special identity of a Thai specialty restaurant will add to the tapestry that is the Ann Arbor food scene.

iii: Contribute to Mix of dining, Entertainment, and Recreational Establishments:

As stated above, this will add to the mix of dining establishments downtown. This will be a higher end and traditional Thai concept. There are some Asian-inspired restaurants downtown. However, this concept will be the only high-end traditional Thai concept in Ann Arbor Downtown proper.

16. Operating Statement.

Eat Thai Arbor, Inc. (the “Applicant”) will be proudly operating as a restaurant serving primarily Thai cuisine. The restaurant will do business as “Eat Thai Arbor”. Eat Thai Arbor will be located at 332 S. Main St., Ann Arbor, MI 48104 (the “Premises”).

The primary business activity will be the service of food and beverage. The Applicant is requesting to add a liquor license to the Premises in order to be able to expand its menu to offer alcoholic beverages to customers of legal age. Utilizing a liquor license and expanding its menu and offerings will help ensure the Applicant’s continued viability and growth of its business.

The location of the business premises is 332 S. Main St., Ann Arbor, MI 48104. The Premises is approximately 4,047 sq. ft and will have a seating capacity of approximately 64 people. The restaurant will be open Monday-Sunday, 10:30 a.m. to 5:00 a.m. Eat Thai Arbor will employ 12 full time employees.

The Applicant understands that being licensed with a liquor license is a privilege and not a right. The Applicant will ensure compliance with all local, state and federal laws, rules, and regulations including the Michigan Liquor Control Code. In addition, the Applicant will be adequately insured with appropriate Liquor Liability Insurance as required by the State of Michigan.

Consistent with its commitment to comply with all applicable laws and to provide a safe environment for its customers, staff and the public at large, Applicant has prepared the attached, as Exhibit A, "Policies and Operating Plan for the Sale of Alcohol and Crowd Control". These policies will be immediately implemented upon the opening of Applicant's business.

17. Personal Statement

Mr. Pho-On will be the owner of Eat Thai Ann Arbor. The owner has been successfully operating restaurants since 2012 at various locations in Michigan, including his current locations in Troy and Oxford. Mr. Pho-On looks forward to now being a proud business owner and member of the Ann Arbor community.

Ann Arbor has always been a destination for those who love food and culture. The Applicant's business plan is to celebrate the rich culture of Thailand, by offering finely crafted recipes of Thai cuisine in an atmosphere perfect for all those looking for a unique social dining experience.

At his other locations, Mr. Pho-On has a proven track record of sound business operations. He has managed viable businesses, maintained his responsibility towards all relevant laws, shown the financial ability to meet all obligations and business undertakings, and focused on the community and being a good citizen and merchant within the community. Any city and state taxes and fees associated with the license and business will be a priority, to ensure continued compliance with all local and state requirements.

Mr. Pho-On has never been cited for a code or ordinance violation, nor has he ever failed to pay applicable taxes or other fees that may be due. He will continue to make compliance with all laws a priority in this new endeavor.



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:

EAT THAI ARBOR 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: TEERAWAT PHO-ON
 2. Street Address: 332 S. MAIN STREET
 Apt/Suite/Other:
 City: ANN ARBOR
 State: MI Zip Code: 48104

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

TEERAWAT PHO-ON

100 STATE ST., OXFORD, MI 48371 USA

ARTICLE VI

When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII

Any action required or permitted under the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares that have at least the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder that signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation that has custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders that would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and that have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VIII

RECORD DATE FOR DETERMINATION OF CONSENT OR DISSENT RIGHTS

FOR THE PURPOSE OF DETERMINING THE SHAREHOLDERS ENTITLED TO EXPRESS CONSENT TO OR DISSENT FROM A PROPOSAL WITHOUT A MEETING, THE BOARD OF DIRECTORS MAY FIX A RECORD DATE, WHICH SHALL NOT BE MORE THAN TEN (10) DAYS AFTER THE DATE ON WHICH THE RESOLUTION FIXING THE RECORD DATE IS ADOPTED BY THE BOARD OF DIRECTORS. IF A RECORD DATE IS NOT FIXED BY THE BOARD OF DIRECTORS AND PRIOR ACTION BY THE BOARD OF DIRECTORS IS REQUIRED WITH RESPECT TO THE CORPORATE ACTION TO BE TAKEN WITHOUT A MEETING, THE RECORD DATE SHALL BE THE CLOSE OF BUSINESS ON THE DAY ON WHICH THE RESOLUTION OF THE BOARD OF DIRECTORS IS ADOPTED. IF A RECORD DATE IS NOT FIXED BY THE BOARD OF DIRECTORS AND THE PRIOR ACTION OF THE BOARD OF DIRECTORS IS NOT REQUIRED, THE RECORD DATE SHALL BE THE FIRST DATE ON WHICH A SIGNED WRITTEN CONSENT IS DELIVERED TO THE CORPORATION AS PROVIDED IN ARTICLE VII.

ARTICLE IX

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OTHERS,
AND ADVANCEMENT OF EXPENSES**

1. INDEMNIFICATION OF DIRECTORS.

THE CORPORATION SHALL INDEMNIFY A PERSON (INCLUDING THE HEIRS, PERSONAL REPRESENTATIVES, AND ADMINISTRATORS OF SUCH PERSON) WHO WAS OR IS A PARTY TO, OR WHO 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, INCLUDING, WITHOUT LIMITATION, AN ACTION BY OR IN THE RIGHT OF THE CORPORATION, BY REASON OF THE FACT THAT HE OR SHE IS OR WAS A DIRECTOR OF THE CORPORATION, OR IS OR WAS SERVING AT THE REQUEST OF THE CORPORATION AS A DIRECTOR (OR IN A SIMILAR CAPACITY) OF ANOTHER FOREIGN OR DOMESTIC CORPORATION OR ANY OTHER ENTITY, WHETHER FOR PROFIT OR NOT, AGAINST EXPENSES, INCLUDING ATTORNEYS' FEES, JUDGMENTS, PENALTIES, FINES, AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED BY HIM OR HER IN CONNECTION WITH THE ACTION, SUIT, OR PROCEEDING. THIS SECTION 1 IS INTENDED TO GRANT THE PERSONS HEREIN DESCRIBED THE FULLEST PROTECTION NOT PROHIBITED BY EXISTING LAW IN EFFECT AS OF THE EFFECTIVE

DATE OF THESE ARTICLES OF INCORPORATION OR SUCH GREATER PROTECTION AS MAY BE PERMITTED OR NOT PROHIBITED UNDER SUCCEEDING PROVISIONS OF LAW.

2. INDEMNIFICATION OF OFFICERS, EMPLOYEES, AGENTS, AND OTHERS.

THE CORPORATION HAS THE POWER TO INDEMNIFY A PERSON (INCLUDING THE HEIRS, PERSONAL REPRESENTATIVES, AND ADMINISTRATORS OF SUCH PERSON) WHO WAS OR IS A PARTY TO, OR WHO 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, INCLUDING, WITHOUT LIMITATION, AN ACTION BY OR IN THE RIGHT OF THE CORPORATION, BY REASON OF THE FACT THAT HE OR SHE IS OR WAS AN OFFICER, EMPLOYEE, OR AGENT OF THE CORPORATION, OR IS OR WAS SERVING AT THE REQUEST OF THE CORPORATION AS AN OFFICER, PARTNER, TRUSTEE, EMPLOYEE, OR AGENT OF ANOTHER FOREIGN OR DOMESTIC CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OR OTHER ENTERPRISE, WHETHER FOR PROFIT OR NOT, AGAINST EXPENSES, INCLUDING ATTORNEYS' FEES, JUDGMENTS, PENALTIES, FINES, AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED BY HIM OR HER IN CONNECTION WITH THE ACTION, SUIT, OR PROCEEDING, IF THE PERSON ACTED IN GOOD FAITH 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 A CRIMINAL ACTION OR PROCEEDING, IF THE PERSON HAD NO REASONABLE CAUSE TO BELIEVE HIS OR HER CONDUCT WAS UNLAWFUL. AN INDEMNIFICATION UNDER THIS SECTION 2, 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 OFFICER, EMPLOYEE, OR AGENT IS PROPER IN THE CIRCUMSTANCES BECAUSE HE OR SHE HAS MET THE APPLICABLE STANDARD OF CONDUCT SET FORTH IN THIS SECTION 2 AND UPON AN EVALUATION OF THE REASONABLENESS OF EXPENSES AND AMOUNTS PAID IN SETTLEMENT. THIS DETERMINATION AND EVALUATION SHALL BE MADE IN ANY OF THE FOLLOWING WAYS: (I) BY A MAJORITY VOTE OF A QUORUM OF THE BOARD CONSISTING OF DIRECTORS WHO ARE NOT PARTIES OR THREATENED TO BE MADE PARTIES TO THE ACTION, SUIT, OR PROCEEDING; (II) BY INDEPENDENT LEGAL COUNSEL IN A WRITTEN OPINION; OR (III) BY THE SHAREHOLDERS WHO ARE NOT PARTIES OR THREATENED TO BE MADE PARTIES TO THE ACTION, SUIT, OR PROCEEDING.

3. ADVANCEMENT OF EXPENSES.

THE CORPORATION SHALL PAY OR REIMBURSE THE REASONABLE EXPENSES INCURRED BY A PERSON DESCRIBED IN SECTION 1 OF THIS ARTICLE IX IN DEFENDING AN ACTION, SUIT, OR PROCEEDING DESCRIBED IN SUCH SECTION 1 IN ADVANCE OF THE FINAL DISPOSITION OF THE PROCEEDING. THE CORPORATION SHALL PAY OR REIMBURSE THE REASONABLE EXPENSES INCURRED BY A PERSON DESCRIBED IN SECTION 2 OF THIS ARTICLE IX IN DEFENDING AN ACTION, SUIT, OR PROCEEDING DESCRIBED IN SUCH SECTION 2 IN ADVANCE OF THE FINAL DISPOSITION OF THE PROCEEDING UPON RECEIPT OF A WRITTEN UNDERTAKING BY OR ON BEHALF OF SUCH PERSON, EXECUTED PERSONALLY OR ON HIS OR HER BEHALF, TO REPAY THE ADVANCE IF IT IS ULTIMATELY DETERMINED THAT THE PERSON IS NOT ENTITLED TO BE INDEMNIFIED BY THE CORPORATION. SUCH UNDERTAKING SHALL BE BY UNLIMITED GENERAL OBLIGATION OF THE PERSON ON WHOSE BEHALF ADVANCES ARE MADE BUT NEED NOT BE SECURED.

ARTICLE X

ELECTION NOT TO BE GOVERNED BY CHAPTER 7A OF THE ACT

THE CORPORATION SHALL NOT BE GOVERNED BY, OR SUBJECT TO, ANY OF THE TERMS, PROVISIONS, OR RESTRICTIONS SET FORTH IN CHAPTER 7A OF THE ACT, ADDED BY ACT NO. 115 OF THE PUBLIC ACTS OF 1984, BEING SECTIONS 450.1775 THROUGH 450.1784 OF THE MICHIGAN COMPILED LAWS. THIS ARTICLE X IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF SECTION 784(1)(B) OF THE ACT

Signed this 29th Day of January, 2024 by the incorporator(s).

Signature	Title	Title if "Other" was selected
TEERAWAT PHO-ON	Incorporator	

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

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

EAT THAI ARBOR INC

ID Number: 803160555

received by electronic transmission on January 29, 2024 ***, is hereby endorsed.***

Filed on January 29, 2024 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29th day of January, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

BY-LAWS
OF
EAT THAI ARBOR, INC

ARTICLE I
CAPITAL STOCK

Section 1: Share certificates, as approved by the Board of Directors, shall be issued to shareholders specifying the name of the owner, number of shares, and date of issue. Each certificate shall be signed by the President and Secretary with the corporate seal affixed thereon. Each certificate shall be numbered in the order in which it is issued.

Section 2: Each shareholder shall be entitled to one vote per share of common stock, unless otherwise stated in Articles of Incorporation.

Section 3: Transfer of shares of Stock shall be in the transfer ledger of the corporation. Such transfers shall be done in person or by power of attorney. Transfers shall be completed on the surrender of the old certificate, duly assigned.

ARTICLE II
SHAREHOLDERS MEETING

Section 1: The annual meeting of the shareholders of the Corporation shall be held on the 1st day in the month of January, in each year, at the hour of 12 o'clock pm, or such other time or date within such month as shall be fixed by the Board of Directors.

Section 2: Special meetings of the shareholders may be called for any purpose, unless otherwise prescribed by statute, at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of not less than ten percent (10%) of all shares of the Corporation then outstanding entitled to vote, so long as such written request is signed by all shareholders mentioned herein, describes the purpose or proposes for which it is to be held and is delivered to the Corporation.

Section 3: The Board of Directors may designate any place, either within or without the State of Michigan as the place of meeting for any annual or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Michigan.

Section 4: Written notice of each meeting of shareholders, whether annual or special, stating the time, date, and hour of the meeting and place where it is to be held, and in the case of a special meeting, the purpose or purposes for which meeting is called, shall, unless otherwise prescribed by law, be served either personally or by ordinary mail by or at the direction of the President or Secretary, or the officer or other person or persons calling the meeting, not less than ten or more than sixty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his/her address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

Section 5: If less than a majority of the outstanding shares entitled to vote are represented at a shareholders meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or presented, any business may be transacted which was outlined in the original notice for the meeting.

Section 6: (A) Except as otherwise provided by statute or by the Articles of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(B) Except as otherwise provided by the statute or by the Article of Incorporation, at each meeting of shareholders, each outstanding share of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation on each matter voted on a such shareholders meeting.

(C) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so in person or by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his duly authorized attorney-in-fact which is sent to the Secretary or other officer or agent of the Corporation authorized to tabulate votes.

ARTICLE III
BOARD OF DIRECTORS

Section 1: (A) The number of the directors of the Corporation shall be one unless and until otherwise determined by vote of a majority of the entire Board of Directors.

(B) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(C) Each director shall hold office until the next annual meeting of the shareholders, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2: The business and affairs of the Corporation shall be managed by the Board of Directors.

Section 3: A regular annual meeting of the Board of Directors shall be held without any other notice than this By-Law, immediately following and at the same place as the annual meeting of the shareholders.

Section 4: (A) Special meetings of the Board of Directors may be called by or at the request of the President or by one of the directors, or by any other officer or individual so specified by the Board, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(B) The person or persons authorized to call such special meeting may fix any designated place, as the place for holding any such special meeting called by them.

(C) Notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least five (5) days before the day on which the meeting is to be held, or shall be sent to him such place by U.S. Mail or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held.

(D) Any Director may waive notice of any meeting.

Section 5: At all meetings of the Board of Directors the Chairperson of the Board, if any and if present, shall preside. If there shall be no Chairperson, or he shall be absent, then the President shall preside, and in his absence, a Chairperson chosen by the Directors shall preside.

Section 6: A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: (A) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(B) If a quorum is present when a vote is taken the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Articles of Incorporation or these Bylaws require the vote of a greater number of Directors.

Section 8: Unless the Articles of incorporation of the Corporation or these By-Laws provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from any increase in the number of Directors:

- (i) The shareholders may fill the vacancy;
- (ii) The Board of Directors may fill the vacancy; or
- (iii) If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by an affirmative vote of a majority of all the Directors remaining in office.

Section 9: Any director may resign at any time by delivering written notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 10: Any director may be removed with or without cause at any time by the shareholders of the Corporation at a special meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

ARTICLE IV

OFFICERS

Section 1: (A) The officers of the Corporation shall consist of a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers, including a Chairperson of the Board, as the Board from time to time may deem necessary, each of which is elected by the Board of Directors. Any officer need not be a Director or shareholder of the Corporation. Any ; two or more offices may be held by the same person.

(B) The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of shareholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently as may be possible.

(C) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his/her election, and until his/her successor shall have been duly elected and shall have been qualified, or until his/her death, resignation or removal.

Section 2: Any officer may resign at any time by delivering written notice of such resignation to the Corporation. Such resignation shall become effective when delivered to the Corporation, unless such resignation specifies a later effective date.

Section 3: The Board of Directors may remove any officer at any time with or without cause.

Section 4: A vacancy in any office by reason of death, resignation, inability to act, disqualification, or otherwise, may at any time be filled for the un-expired portion of the term by the Board of Directors.

Section 5: Each officer has the authority and shall perform the duties set forth in these Bylaws, and to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by the direction of an officer or officers authorized by the Board of Directors to prescribe the duties of officers.

ARTICLE V
CORPORATE SHARES

Section 1: (A) The Board of Directors may authorize the Corporation to issue some or all of its shares with or without certificates. The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) The Chairman of the Board or the President or a Vice-President, and (ii) The Secretary or any Assistant Secretary, and may bear the corporate seal or a facsimile thereof. The signatures of such Officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the Corporation itself or one of its employees and such certificates shall remain valid if the person who signed such certificate no longer holds office when the certificate is issued. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue shall be entered on the stock transfer books of the corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares has been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

B) No certificate, if any, representing shares shall be issued until the full amount of consideration therefore has been paid, except as otherwise permitted by law.

Section 2: The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by this Corporation alleged to have been lost, stolen or destroyed upon making if an affidavit of that fact by the owner claiming the certificate or shares to be lost, stolen or destroyed.

Section 3: The Corporation shall prepare an alphabetical list of the names of all shareholders who are entitled to notice of a shareholders meeting, arranged by voting group, (and within each voting group by class or series of shares) and show the address and number of shares held by each shareholder. Such shareholders list must be available for inspection by any shareholder beginning two business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, and any adjournment thereof at the Corporation's principal office or a place identified as to where the meeting will be held. A

shareholder, his agent or attorney may, on written demand submitted to the Corporation inspect and copy such list during regular business hours and at his expense, during the period it is available for inspection.

ARTICLE VI

DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefore, as often, in such amounts, and at such time or times as the Board of Directors may determine so long as the Corporation is able to pay its debts as they become due in the usual course of business and the Corporation's total assets exceed its liabilities once such dividend has been declared and paid.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall be fixed, and altered, if necessary, by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII

CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or Director of the Corporation under these By-Laws or under the law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X
AMENDMENTS

Section 1 - By Shareholders: All By-Laws of the Corporation shall be subject to amendment or repeal, and new By-Laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of Directors even though these By-Laws may also be amended or repealed by the Board of Directors.

Section 2 - By Directors: The Board of Directors shall have power to make, adopt, alter, amend and speak, from time to time, By-Laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal By-Laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the By-Laws with respect to the removal by the shareholders or to amend or repeal a particular By-Law which the shareholders stated, when passing such By-Law, was not subject to amendment or repeal by the Board of Directors.

NUMBER
1



SHARES
60,000-

EAT THAI ARBOR, INC

The Corporation is Authorized To Issue 60000 Shares of Common Stock with No Par Value
Incorporated Under The Laws of the State of Michigan

This Certifies that TEERAWAT Pho-On is the
registered holder of Sixty Thousand shares
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed

this 29th day

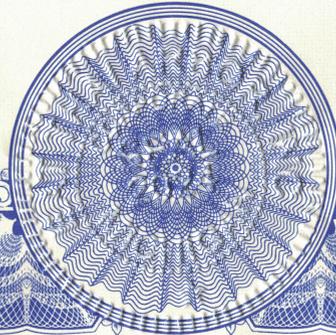
of JANUARY A.D. 2024



PRESIDENT



TREASURER



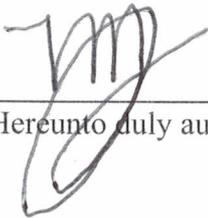
CORPORATE RESOLUTION OF SOLE OFFICER AND DIRECTOR

The undersigned being sole officer and director of Eat Thai Arbor, INC, duly organized and existing under the laws of Michigan, DO HEREBY CERTIFY the following:

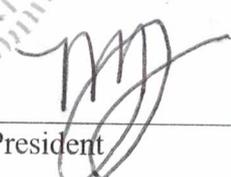
BE IT RESOLVED, that Teerawat Pho-On, the sole officer and director of Eat Thai Arbor, INC, is hereby authorized to sell, assign, transfer and/or deliver any and all stock, bonds, or other securities now and hereafter registered in the name of this Corporation.

I, Teerawat Pho-On, the sole officer and director of Eat Thai Arbor, INC, hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Corporation at a meeting duly held on 29th day of January 2024, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the bylaws of this Corporation.

Date: 1-29-24

By 
(Hereunto duly authorized)

(CORPORATE SEAL)



President

RESTAURANT LEASE

With their signatures, the parties to this Lease voluntarily bind themselves to the covenants herein and acknowledge the mutual consideration that forms the basis for this Lease.

Ann Arbor Main Street Real Estate, LLC, a Michigan limited liability company ("Lessor"), leases 332 S. Main Street, Ann Arbor, MI 48104 to Eat Thai Arbor, Inc., ("Lessee"), and Lessee will pay rent for the Premises.

Definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means February 6, 2024.

- b. Lessor means Ann Arbor Main Street Real Estate, LLC, and any of its successor(s) in interest.

- c. Lessor Notice Address means 3278 Hayster Drive, Ann Arbor, MI 48105.

- d. Lessee means Eat Thai Arbor, Inc.

- e. Lessee Notice Address means 100 State Street, Oxford, MI 48371.

- f. Premises means the Premises located at 332 S. Main Street, Ann Arbor, MI 48104 consisting of approximately 2,281 square feet on the ground level and 1,285 square feet on the basement level.

- g. Term means the period beginning on the Commencement Date and ending 10 years and 6 months after the Commencement Date.

- h. Commencement Date means at Lease Execution.

i. Termination Date means the date 10 years and 6 months after the Commencement Date.

j. Rent means Annual Base Rent, each Monthly Installment of Base Rent, and Additional Rent.

k. Monthly and Annual Base Rent means the amount of rent Lessee shall pay Lessor for use of leased Premises.

l. Additional Rent means the payment of all charges, costs, and expenses incurred by either Lessor or Lessee in connection with the Premises except for those charges, costs, and expenses expressly set forth and designated as Lessor Responsibilities in Paragraph 18, subparagraph a of this Lease.

m. Real Estate Taxes means (i) real estate taxes; (ii) ad valorem taxes; (iii) general, special, ordinary, or extraordinary assessments; (iv) taxes based on the receipt of rent, other than federal, state, and local income taxes; and (v) any other federal, state, or local tax that may now or later be imposed, levied, or assessed against the Premises.

n. Insurance means all insurance expenses paid or incurred by Lessor in connection with the Premises, including commercial general liability, property, fire, casualty, extended coverage, worker's compensation, elevator, boiler and machinery, war risk, or any other insurance carried in good faith by Lessor or required by Lessor's mortgagee.

o. Utilities means all utility expenses paid or incurred by Lessor or Lessee in connection with the Premises, including charges for electricity, natural gas, steam, water, sewer, and trash removal.

p. Security Deposit means and is equal to Lessee paying Lessor a sum of \$10,384.92.

q. Designated Use means restaurant use only.

r. Building Rules and Regulations means any rules and regulations established by Lessor for the Premises from time to time.

s. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority, including the Washtenaw County Clean Indoor Air Regulation.

COVENANTS

Description of Premises

1. Premises. Lessor leases to Lessee, and Lessee leases from Lessor, subject to all of the terms and conditions in this Lease, the Premises, located at 332 S. Main Street, Ann Arbor, MI 48104, being approximately 2,281 square feet of ground-level space, and approximately 1,285 square feet of space in the basement. Lessee's right to possession includes two parking spaces directly behind the building.

Term

2. Term.

a. The Term shall be 126 months in length. It begins upon execution of this lease (the "Commencement Date") and ends on the date ten years and six months after the Commencement Date (the "Expiration Date") at noon.

b. Lessee shall have two five-year lease extension options as set forth in Paragraph 35. a.

c. Lessee hereby agrees that, for a period commencing 120 days prior to the termination of this Lease, including an early termination pursuant to Paragraph 37 of this lease, Lessor may display in and about said Premises and in the windows thereof, the usual and ordinary "FOR LEASE" signs and show the Premises to prospective lessees.

Possession

3. Possession. Lessee takes possession of the Premises upon execution of this lease.

Use of Premises

4. Use.
 - a. Subject to the limitations contained herein, Lessee may use and occupy the Premises for a restaurant and for no other purpose. Lessee shall not sell, distribute, or allow others to sell or distribute marihuana or drug paraphernalia from the Premises.
 - b. Lessee shall not use the Premises or permit them to be used in a manner that constitutes a violation of any applicable laws or that may be dangerous; nor shall Lessee commit any waste to the Premises, permit any avoidable noise or odor to be emitted, nor conduct its business in any manner that injures the reputation of Lessor or the surrounding area. Lessee shall not cause a load to be placed on any portion of the Premises that exceeds the appropriate load for said area. Determination of appropriate load level shall be within Lessor's sole discretion.
 - c. Lessee, at its sole cost and expense, shall obtain all necessary licenses and/or permits that may be required for the conduct of its business and for any alterations and/or improvements it makes in the Premises; and Lessee shall, at its own expense, under penalty of forfeiture and damages, comply promptly with all lawful laws, orders, regulations or ordinances of all municipal, county, state or federal authorities affecting the Premises in any way, including but not limited to the cleanliness, safety, occupancy, use or right to use the Premises and the conduct of Lessee's business; and Lessee, also at its sole cost and expense, shall comply promptly with the recommendations of the City Fire Marshal or Building Inspection Department or similar agency with respect to Lessee's conduct in the Premises.
 - d. Lessee, after notice to Lessor, may, by appropriate proceedings conducted promptly at Lessee's sole expense, in Lessee's name and/or (whenever necessary) Lessor's name, contest in good faith the validity or enforcement of any such statute, law, ordinance, regulation or order. Lessee may defer compliance therewith so long as (i) such deferment shall not subject Lessor to a fine or other criminal liability; (ii) Lessee shall be diligently prosecuting such contest to a final determination by a court, department or governmental authority or body having jurisdiction thereof; and (iii) Lessee shall have furnished Lessor with such security, by bond or otherwise, as Lessor may request in connection with such contest. Lessor has the right to approve Lessee's choice of legal counsel in connection with any such contest.
 - e. No pets of any kind are allowed in the Premises without Lessor's prior written approval, except for service animals, and under no circumstances shall the Premises be used for residential purposes. All receiving and delivery of goods and all removal of goods, equipment, trash, and garbage shall be made only in a manner reasonably approved by Lessor. Lessee shall keep the Premises orderly, neat, safe, and clean, and shall

appropriately store all trash and garbage within the Premises or in areas designated by Lessor. Lessee shall promptly remove all trash and garbage from Premises in a manner reasonably approved by Lessor and at Lessee's sole expense.

- f. Lessee shall comply with all requirements of The Washtenaw County Clean Indoor Air Regulation and ensure compliance therewith on the part of Lessee's employees, invitees, guests, or agents. This Washtenaw County Regulation was approved by the Washtenaw County Board of Commissioners to "Protect the public from the harmful effects of secondhand smoke exposure by substantially prohibiting smoking in public and private worksites and public places." Lessor may terminate Lessee's tenancy if chronic violations of the [Washtenaw County Clean Indoor Air Regulation](#) occur by Lessee, Lessee's employees, invitees, guests, or agents. "Chronic violations" is defined as three or more of either Washtenaw County Clean Indoor Air Regulation violations, or written notices by Lessor, or a combination of both. To access the Regulation in full text, visit the website [Washtenaw County Clean Indoor Air Regulation](#) or call 734.484.7200.
- g. Lessee shall obtain Lessor's prior written approval before removing, substituting, or altering any furnishings, fixtures, or equipment provided by Lessor.

Rent

- 5. Rent.
 - a. Total Base Rent. Lessee shall pay to Lessor, as Total Base Rent for the initial lease Term, the sum of \$1,450,046.43. The Total Base Rent shall increase by 3% annually above the previous lease rate(s) and be paid in monthly installments as set forth below:

Months	Lease Rate	Monthly Base Rent - Divided	Total Base Monthly Rent	Annual Base Rent - Divided	Total Annual Base Rent
1-6	Free Base Rent				
7-12	\$49.00	\$9,314.08	\$10,384.92	\$55,884.50	\$62,309.50
	\$10.00	\$1,070.83		\$6,425.00	
13-24	\$50.47	\$9,593.51	\$10,696.46	\$115,122.07	\$128,357.57
	\$10.30	\$1,102.96		\$13,235.50	
25-36	\$51.98	\$9,881.31	\$11,017.36	\$118,575.73	\$132,208.30
	\$10.61	\$1,136.05		\$13,632.57	
37-48	\$53.54	\$10,177.75	\$11,347.88	\$122,133.00	\$136,174.55
	\$10.93	\$1,170.13		\$14,041.54	
49-60	\$55.15	\$10,483.08	\$11,688.32	\$125,796.99	\$140,259.78
	\$11.26	\$1,205.23		\$14,462.79	
61-72	\$56.80	\$10,797.58	\$12,038.96	\$129,570.90	\$144,467.58
	\$11.59	\$1,241.39		\$14,896.67	
73-84	\$58.51	\$11,121.50	\$12,400.13	\$133,458.03	\$148,801.60
	\$11.94	\$1,278.63		\$15,343.57	
85-96	\$60.26	\$11,455.15	\$12,772.14	\$137,461.77	\$153,265.65
	\$12.30	\$1,316.99		\$15,803.88	
97-108	\$62.07	\$11,798.80	\$13,155.30	\$141,585.63	\$157,863.62
	\$12.67	\$1,356.50		\$16,278.00	
109-120	\$63.93	\$12,152.77	\$13,549.96	\$145,833.19	\$162,599.53
	\$13.05	\$1,397.19		\$16,766.34	
121-126	\$65.85	\$12,517.35	\$13,956.46	\$150,208.19	\$83,738.76
	\$13.44	\$1,439.11		\$17,269.33	

The Monthly Installment of Rent is a set amount and will not be adjusted in the event the Premises contain fewer or more square feet than stated in this Lease.

- b. Payment. Lessee shall pay each Monthly Installment of Rent, without setoff or deduction, in advance on or before the first day of each calendar month during the Term directly to Lessor's bank account. Lessor shall provide Lessee banking information including name, address, routing, and account number at lease execution.

Additional Rent

6. Additional Rent. Beginning on the Commencement Date (and during the free base rent period), Lessee shall pay Additional Rent as follows:
- a. Lessee shall reimburse Lessor for all applicable Lessor-prepaid real estate taxes and property insurance premiums on the Premises for the period commencing with the

Commencement Date within 15 days of Lessor's submission to Lessee of an itemized statement therefor.

- b. Lessee shall reimburse Lessor for all real estate taxes which come due during its occupancy of the Premises. Lessee shall reimburse Lessor for all property insurance premiums which come due during its occupancy of the Premises. Lessor shall apprise Lessee of the monthly payments necessary to cover taxes and insurance. Lessee shall pay each payment as Additional Rent on the first day of each month.

Lessor to reconcile Additional Rent payments at the end of each calendar year and provide a refund or invoice for any shortage and increase in payment within 60 days of the start of the calendar year.

- c. Provided Lessee is not in default under the terms of this Lease, at the end of Lessee's occupancy of the Premises, Lessor shall reimburse Lessee pro-rata for any Lessee-prepaid real estate taxes and property insurance premiums within 60 days after Lessee ceases to occupy the Premises.
- d. Beginning on the Commencement Date, Lessee shall, at its sole cost and expense, procure annually in advance and keep in full force and effect at all times a Maintenance Service Contract offered by a licensed contractor on the Premises' furnace and air conditioning equipment.
- e. Lessee shall, at Lessee's expense have an annual fire department inspection and provide Lessor with documentation.
- f. Lessee shall, in good faith, clean the oil trap at the Premises every 3 months at a minimum.
- g. Lessee shall, at Lessee's expense, have the HVAC duct work cleaned at the Premises every five years of the initial lease term and throughout any option(s) taken.
- h. Lessee shall pay, before any penalty or interest attaches, all personal property taxes levied or assessed against Lessee's personal property and shall, upon request, furnish evidence of payment to Lessor.

Late Fees and Dishonored Checks

- 7. Late Fees and Dishonored Checks.
 - a. The Parties agree that the late payment of a monthly installment by Lessee will cause Lessor to incur costs not contemplated by this Lease and that the exact amount of said costs is difficult and impractical to establish. These costs include but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor by the terms of a mortgage or mortgages that may encumber the Premises. Accordingly, as liquidated damages for late payments, Lessee shall pay a late fee to Lessor of five percent of the Monthly Installment of Base Rent required by this Lease when any such

payment is 5 days or more late. Partial payment of a Monthly Installment of Base Rent does not abate this late fee. Acceptance of a late fee by the Lessor does not constitute a waiver of Lessee's default with respect to the overdue amount or prevent the Lessor from exercising any of the other rights and remedies available to him for Lessee's default. In addition to Late Fees, Lessee shall pay Lessor \$75.00 for each rental or other check to Lessor that is dishonored.

- b. Lessee shall reimburse Lessor for any costs permitted by law, including actual attorney fees, that Lessor incurs in an effort to collect rent or fees from Lessee that Lessee is required to pay under this Lease, including the fees required by this section.

Utilities

8. Utilities. Lessee shall be responsible for and pay all utility bills for the Premises commencing with the Commencement Date. Lessee shall place all utilities in Lessee's name and shall pay all utility bills on time.

Security Deposit

9. Security Deposit. Lessee shall pay a security deposit of \$10,384.92 and shall maintain the deposit at that level throughout the Term. Lessor shall have the right, but not the obligation, to apply this deposit to any amounts required of Lessee to be paid under this Lease that Lessee has not paid. If so applied, Lessee shall reimburse Lessor for the portion of the security deposit so used within ten (10) business day's written notice from Lessor that some or all of the deposit has been so applied. Failure to make such reimbursement within the time specified is grounds for termination of Lessee's tenancy. If the Premises are sold during the Term of this Lease, Lessor shall be relieved of any further liability to Lessee for return of any portion of the security deposit upon transfer of the security deposit to the purchaser of the Premises.

Chronic Late Payment

10. Chronic Late Payment of Rent. Monthly Installments of Base Rent are due on or before the first day of each calendar month. Lessor may terminate Lessee's tenancy because Lessee is chronically late with payments of Monthly Installments of Base Rent. "Chronic Late Payment" is defined as paying Monthly Installments of Base Rent 5 days or more after the due date on 3 or more occasions during any 12 consecutive month period during the Term or any extension term of this Lease and written notice has been given to the Lessee by the Lessor documenting such late payments. For each such notice, Lessee shall have 5 days to provide proof that payment was timely made.

Application of Funds

11. Application of Money from Lessee. Money received by Lessor from Lessee shall be applied to Lessee's account in the following manner: first to satisfy unpaid late fees, dishonored check fees, and other fees owed by Lessee; second to maintenance and repair costs chargeable to but unpaid by Lessee; third to outstanding legal fees and/or court costs legally chargeable to Lessee; fourth to outstanding but unpaid utility bills that are the responsibility of Lessee; fifth to deposits or portions thereof due from Lessee; and sixth to Rent. Rent shall not be considered paid until received by Lessor, regardless of when or how sent.

Forfeiture of Lease

12. Forfeiture. Default in any of the covenants of this Lease by Lessee shall constitute a forfeiture and entitle Lessor to terminate the tenancy pursuant to the remedies provided herein. Early termination of tenancy and/or surrender of possession does not excuse Lessee from liability for the entire unpaid amount of Total Reserved Rent as provided in Paragraph 5.a. For as long as Lessee occupies the Premises, time is deemed to be of the essence in the performance of all of Lessee's obligations under this Lease.

Lessor's Remedies

13. Remedies. If Lessee defaults in the performance of any covenant or condition that Lessee is required to perform; or if the interest of Lessee in this Lease is levied upon under execution or other legal process; or if any petition shall be filed by or against Lessee in a court of bankruptcy; or if Lessee shall be declared insolvent according to law; or if Lessee shall make an assignment for the benefit of creditors or petition for or enter into a payment arrangement; or if Lessee shall abandon or vacate the Premises during the Term of this Lease; or if Lessee dissolves, dies or becomes legally incompetent; or if Lessee ceases to entirely own all business operations on the Premises; then Lessor may deem Lessee to have breached this Lease and may, at his option and without notice or demand of any kind to Lessee or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this Lease and be entitled to recover immediately, as liquidated final damages, in lieu of any further deficiencies, the total amount due to be paid by Lessee during the balance of the Term, together with any other sum of money owed by Lessee to Lessor, less the fair rental value of the Premises for said period.
 - b. Terminate Lessee's right of possession and repossess the Premises without demand or notice to Lessee but without terminating this Lease, in which case Lessor may, but is not required to, relet all or any part of the Premises for such Rent and upon such terms as are satisfactory to Lessor. For the purpose of reletting, Lessor may make such repairs, alterations, additions, and physical changes in or to the Premises as may be necessary or convenient. If Lessor does not relet the Premises, Lessee immediately shall pay Lessor as

damages the entire unpaid balance of Total Reserved Rent provided in Paragraph 5 of this Lease. If the Premises are relet and the sum realized from the reletting is less than the entire unpaid balance of Total Reserved Rent due for the remainder of the Term, after credit is given to Lessor for all costs and expenses of any repairs, alterations, additions, physical changes and the expense of reletting, Lessee shall pay the deficiency upon demand. Lessee agrees that Lessor may file suit to recover any sums withheld and due under this paragraph and that any suit or recovery of any portion due Lessor hereunder shall not be a defense to any subsequent action brought for any amount not already reduced to judgment in favor of Lessor.

- c. Have specific performance of Lessee's obligations.
- d. Cure the default and recover the cost of the cure as Additional Rent due on demand.
- e. Lessee shall reimburse Lessor for any costs permitted by law, including actual attorney fees that Lessor incurs in an effort to exercise any of the rights granted under this provision.

Return of Possession

14. Return of Possession. Lessee agrees to return the entire Premises to Lessor on or before the Termination Date unless the termination date is extended by the Parties. All alterations, improvements, and installations of any kind except furniture and trade fixtures shall become Lessor's property. Upon termination of this Lease for any reason or by any means or upon termination of the Tenant's rights of possession as provided above, the Lessee shall promptly surrender possession to the Lessor and vacate the Premises, and the Lessor may re-enter the Premises and expel the Lessee or anyone claiming an interest in said Premises under the Tenant and remove the property of any off them without notice, formal claim or process, the Lessor being absolved of any liability or claim for damages in doing anything reasonably necessary or appropriate in connection therewith. If the Lessor elects to terminate the Tenant's right of possession without terminating the term of this Lease, the Lessor may, at its option, lease or sublet all or any part of the Premises for the account of the Tenant on such terms and conditions and for a term longer or shorter than the unexpired term of this Lease as the Lessor may elect and collect from the Tenant any balance remaining due on the rent or other obligations payable by the Tenant under this Lease. In addition, the Tenant shall pay Lessor, upon written demand, all expenses of re-letting, including, without limitation, broker's fees, attorney fees and the cost of Tenant improvements, with interest thereon or at the maximum legal rate from the date expended by the Lessor.

Surrender of Possession

15. Surrender of Premises. No surrender prior to the Termination Date shall be valid unless accepted by the Lessor in writing, and no surrender of the Premises, including surrender accepted in

writing, shall extinguish any of Lessee's obligations to perform under this Lease except as provided above in Paragraph 13.a, "Lessor's Remedies".

Abandonment

16. Abandonment. If, during the Term, Lessor believes in good faith that Lessee has abandoned the Premises, and current Rent is unpaid, Lessor may re-enter the Premises and put out the remaining possessions of Lessee without liability therefor. Abandonment is conclusively presumed if Rent is unpaid for ten (10) days following the due date and either (i) a substantial portion of Lessee's possessions have been removed or (ii) reliable sources indicate to Lessor that Lessee has left without the intention of re-occupying the Premises. If Lessee abandons the Premises during the Term or vacates them on the Termination Date and leaves personal property there, Lessor may dispose of said personal property in any way Lessor chooses. This provision applies to all items of personal property except those for which Lessor and Lessee have made a specific written agreement. No oral agreement may alter this provision. All costs incurred by Lessor to remove and dispose of the personal property described herein shall be reimbursed to Lessor by Lessee.

Holding Over

17. Holdover. Unless Lessee has properly exercised its option to renew this Lease pursuant to the provisions of Paragraph 35. a., below, Lessee shall not hold over possession of the Premises beyond the Termination Date. Holding over beyond the Termination Date, without Lessor's express written consent, does not create a new tenancy, except that if Lessee remains in possession for more than thirty (30) days following the Termination Date and Lessor has not commenced legal proceedings to recover possession of the Premises, a month-to-month tenancy is created retroactive to the day following the Termination Date. To compensate Lessor for any unauthorized holding over by Lessee, Lessee agrees to pay Lessor, unless otherwise agreed in writing, an amount equal to 150% the monthly Rent in effect at the Termination Date for the entire time that Lessee holds over without Lessor's written permission. Failure by Lessor to commence summary proceedings during the thirty (30) day period following the Termination Date shall not be construed as implied or constructive permission to hold over beyond the term. Acceptance of money from Lessee during the thirty (30) days following the Termination Date shall not be construed to create, renew, or otherwise extend a tenancy between Lessor and Lessee. Except as herein modified, Lessee agrees that all of the other provisions of this Lease shall remain in full force and effect during the time Lessee holds over.

Lessor and Lessee Responsibilities

18. a. Lessor Responsibilities. Lessor shall be and remain responsible for appropriate maintenance of, repairs to, and necessary replacements of the Premises' outer walls, roof, load-bearing portions of the building, foundation, floors, and necessary replacements of the natural gas and water and sewer lines running to and from the Premises. Lessor shall also be responsible for exterior maintenance, excluding landscaping, lawn care, snow and snow removal.
- b. Lessee Responsibilities. Except for the items specifically designated as Lessor Responsibilities in subparagraph 18.a, above, Lessee shall be and remain responsible for all costs and expenses arising out of Lessor's ownership and/or Lessee's occupancy of the Premises. These include, but are not limited to, interior walls, ceilings, and floors, all appliances, HVAC systems, electrical and plumbing systems within the building, interior and exterior doors, interior and exterior windows, landscaping, lawn care, snow and snow removal, all plate glass, Real Estate taxes, Personal Property taxes, Property Insurance Premiums, Utilities, Operating Expenses, approved alterations and leasehold improvements, removal of unapproved alterations and leasehold improvements, and restoration of the Premises to its state and condition prior to said unapproved alterations and leasehold improvements, and any and all other costs, charges, and expenses which shall become due during or be incurred as a result of Lessee's occupancy of the Premises. All such costs, charges, and expenses designated by this subparagraph as Lessee's Responsibilities shall constitute and be known as Additional Rent. Lessee will complete any additional building modifications necessary for its operation and occupancy at Lessee's own expense. Lessor shall approve any interior design plans and said approval shall not be unreasonably withheld. Any alteration shall be in compliance with applicable government requirements and only after receipt of all needed government approvals. All Lessee improvements must be performed by licensed tradesman covered by general liability and workers compensation insurance. Lessee's Contractor shall list Lessor as additionally insured during the construction phase.

Repairs and Maintenance

19. Repairs and Maintenance.
- a. Lessor shall, at its expense, promptly and diligently discharge its obligations specifically designated as Lessor Responsibilities in subparagraph 18.a, above, during the Term. However, Lessor may recover from Lessee the costs of any such maintenance, repairs, and/or replacements caused by the misuse or negligent or other tortious acts of Lessee, its agents, employees, invitees, guests, or licensees, except to the extent that Lessor is reimbursed for any such costs by a policy of insurance. Lessor shall not be liable or responsible for any loss that may accrue to Lessee or Lessee's business by reason of Lessor promptly and diligently fulfilling his obligations hereunder. Lessor shall not be required to make any other improvements or repairs of any kind on the Premises.
- b. Lessee shall, at its own expense, keep and maintain the Premises and each component of the Premises in a good and clean operating condition, except for maintenance made necessary by Lessor. Lessee's obligation shall include, but not necessarily be limited to,

sweeping and removing litter from sidewalks and walkways adjacent to the Premises; replacement(s) of broken glass; cleaning, repair and maintenance (including necessary replacements) of all doors, windows, and interior portions of the Premises; cleaning the exterior of the Premises in a manner reasonably designated or approved by Lessor; and repairing, maintaining, and replacing all heaters, air conditioners, and security systems belonging to, under the exclusive control of, or installed by Lessee.

- c. Lessor may inspect the Premises from time to time in order to determine the condition thereof. In all such instances, except for emergencies, Lessor shall give Lessee reasonable notice of its intention to inspect. If, upon any inspection, Lessor determines that repair or maintenance is necessary in the Premises, it shall give Lessee a minimum of ten (10) day's written notice thereof, which notice shall specify the condition found and the remedy to be made; provided, however, that in the case of an emergency, Lessor may give notice to Lessee orally or in writing that specifies the objectionable condition and the remedy to be made, which notice may be as short as is appropriate for the emergency found and to be remedied. If Lessee fails to make the repair or perform the maintenance specified within the time allowed, or fails to make arrangements satisfactory to Lessor to accomplish same, Lessor may perform the repair or maintenance itself and charge Lessee therefor as Additional Rent. In the case of an emergency where there is not time to provide advance notice to Lessee of the condition and of the remedy to be made, Lessor may also proceed to make the repair or perform the maintenance item and charge Lessee therefor as Additional Rent.
- d. Lessee covenants and agrees that if the Premises consist of only a part of a structure owned or controlled by Lessor, Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by Lessor essential to the use and occupancy of other parts of Lessor's building.

Alterations and Improvements

- 20. Alterations. Except for minor decorating, Lessee shall make no alterations in or improvements to the Premises without the prior written consent of Lessor. Lessee may, however, install such equipment as is necessary to operate its business and make full use of the Premises as permitted hereunder; provided, however, Lessee shall place no signs of any type in, on or about the Premises, including outside the Premises, without required municipal approvals and the prior written approval of Lessor, which approval shall not be unreasonably withheld; and provided further that Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Upon termination of the tenancy or expiration of the Lease, or upon demand by Lessor, Lessee shall forthwith remove any alterations designated for removal by Lessor and shall restore the Premises at the sole cost of Lessee to the condition that existed on the Commencement Date. Lessee shall not remove from the Premises any attached fixtures, furniture, or equipment without Lessor approval. Lessee

shall obtain Lessor's prior written approval of, and authorization to proceed with, any and all alterations to or of the Premises, and any and all leasehold improvements, including who will do the work and/or otherwise perform same.

Condition of Premises

21. Condition of Premises. Lessee acknowledges that, prior to entering into this Lease, it has examined the Premises, is aware of the condition thereof, and that Lessor and its agents make no representations as to the condition and state of repairs except as expressly set forth in this Lease.

Casualty Loss and Untenantability

22. Casualty.
- a. If the building, improvements, or the equipment on, in, or appurtenant to the Premises are destroyed or damaged, in whole or in part, Lessee shall notify Lessor immediately. Unless Lessor elects (with the approval of its mortgagee) to accept all insurance proceeds in full satisfaction of this Lease, the Parties shall promptly restore same to at least the value of and to, as nearly as possible, the character of the building and improvements and equipment therein as existed immediately prior to such occurrence. "Restore" includes, but is not limited to, repairs, replacement, rebuilding and alterations, and temporary repairs for the protection of the Premises pending the completion of permanent restoration. Never shall Lessor or Lessee be required to restore the building, improvements, or equipment or to pay any of the costs or expenses therefor beyond any insurance coverage thereon. Unless prohibited by any mortgagee of Lessor (in which case Lessee's obligation to repair and replace shall cease), all insurance proceeds received by Lessor on account of such damage or destruction, less the actual cost, fees and expenses incurred by Lessor in connection with adjustment of the loss, shall be applied by Lessor to pay or reimburse Lessee for the cost of the foregoing restoration. Disbursement shall be made from time to time as restoration progresses and upon the written request of Lessee. These requests shall be accompanied by verification of amounts expended by Lessee or justly due to any contractor or other persons who have rendered services or furnished materials for the restoration.
- b. Subject only to modifications contained in this Lease, if the Premises are rendered untenable in whole or in part by fire or other casualty, Lessor may elect to restore them and make them tenantable as soon as possible, but if Lessor so elects, it shall be obliged to restore the Premises only to the extent of available insurance proceeds. Except in the case of damage caused by Lessee, its agents, employees, contractors, guests, invitees or licensees, Rent shall abate during the period of untenability in proportion to the portion of the Premises rendered untenable. All of the restoration

described above shall be substantially completed within 180 days of settlement with Lessor's insurance carrier or Lessee shall, as its sole remedy beyond the Rent abatement above, be entitled to terminate this Lease.

- c. If the Premises are so damaged by fire or other casualty that demolition or substantial reconstruction is required, then Lessor or Lessee may terminate this Lease by notifying the other of such termination within thirty (30) days of the date of such damage. Rent shall be prorated to the date of such termination.
- d. Lessee shall immediately notify Lessor of the occurrence of a fire or other casualty at the Premises and shall, at its expense, restore and replace its personal property, fixtures, and Lessee improvements.
- e. Lessor shall not be responsible or liable to Lessee for any loss or damage resulting to the Lessee or its property from bursting, stoppage or leaking of water, gas, sewer, or steam pipes, or any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part.

Insurance and Waiver of Subrogation

23. Insurance and Waiver of Subrogation.

- a. For the full Term of this Lease, Lessee, at its sole expense, shall:
 - 1) keep all improvements and equipment on, in, or appurtenant to the Premises whether existing on the Shell Completion Date or thereafter added to, installed in, or erected thereon or therein, including all alterations, rebuilding, replacements, changes, additions and improvements, insured against loss or damage by perils of fire and such other risk as may be included in Standard Risk or Extended Coverage Insurance from time to time available, in an amount equal to the insurable value on a replacement cost basis;
 - 2) provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in, or about the Premises, such insurance as to afford minimum protection during the Term of this Lease or any period of holding over of not less than two Million Dollars (\$2,000,000.00) single limit coverage;
 - 3) if a sprinkler system is located in the Premises, provide and keep in force sprinkler leakage insurance in an amount satisfactory to Lessor;
 - 4) provide and keep in force an insurance policy, or insurance rider to another general policy, for plate glass in order to fully cover the replacement cost, including installation, of windows and storefronts of the Premises;

- 5) maintain workers compensation insurance coverage with respect to all Lessee's employees to the full amount of the statutory minimum.
- b. Under a policy or policies of casualty insurance, Lessor shall insure the building which is a part of the Premises against loss or damage for the full replacement cost thereof. Premiums therefor shall be part of Additional Rent defined in paragraph 6 of this Lease, beginning with the Commencement Date.
- c. Lessee's general public liability insurance policy shall name Lessor as an additional insured party. Lessor may require that all insurance carried by Lessee as a result of this article be carried in favor of Lessor and/or any underlying lessor, fee owner or affiliate corporation, trustee or mortgagee designated by Lessor. If so requested, such insurance shall include the interest of the holder of any mortgage on the fee and shall provide that recovery for loss, if any, shall be payable to such holder under a standard mortgage clause.
- d. All of Lessor's and Lessee's insurance policies shall include a standard waiver of subrogation clause or endorsement if and to the extent available without additional cost. Lessor and Lessee each waive all right of recovery against the other only for losses covered by insurance proceeds.
- e. All insurance required of Lessee shall be obtained from insurance companies licensed to do business in Michigan and rated "A" or better by the Best's Insurance Rating Service. All such policies shall be held by Lessor or, when appropriate, by the holder of any mortgage if other than Lessor.
- f. All insurance policies obtained by Lessee as a requirement of this paragraph shall provide by endorsement or otherwise that such insurance may not be cancelled, terminated, amended, or modified for any reason whatsoever except upon thirty (30) days prior written notice to Lessor. Upon demand, Lessee shall provide Lessor with appropriate evidence of such insurance coverage as required hereunder.
- g. In addition to maintaining the insurance required hereunder, Lessee agrees to observe all reasonable regulations and requirements of underwriters with respect to use and condition of the Premises tending to reduce fire hazards and insurance premiums over previous rates attributable to the type of Lessee's business or Lessee's method of conducting it.

Hold Harmless

24. Hold Harmless. Lessor shall not be liable for injury or damage to Lessee, its agents, employees, guests, invitees, or licensees, or to their property, whether on or off the Premises, caused by negligent or tortious acts of Lessee, nor shall Lessor be liable for injury or damage caused by any of them to other individuals or property on or off the Premises. Lessee shall indemnify and hold Lessor harmless against all such claims, including any costs and actual attorney fees incurred by Lessor in defending against them.

Eminent Domain

25. Eminent Domain. If proceedings under the power of Eminent Domain commence during the Term, and if such proceedings result in an eviction of Lessee, partial or total, the award of damage for the fair market value of the Premises shall be the sole property of Lessor. In the event of a partial eviction which does or does not materially interfere with Lessee's ability to conduct its business, Lessee shall be entitled, as its sole remedy, to obtain compensation from the condemning authority and to an abatement of Rent in proportion to the portion of the Premises so taken. In the event of a partial eviction that materially interferes with Lessee's ability to conduct its business, or in the event of a total eviction, Lessee's obligation to pay Rent will cease as of the day possession is taken by the condemning authority, and Lessor will have no further obligation to provide the Premises to Lessee as of the same day, and this Lease will be null and void thereafter.

Bankruptcy

26. Bankruptcy.
- a. If a receiver is appointed for Lessee's property and assets or any part thereof, or if Lessee shall be adjudicated bankrupt, or if Lessee makes an assignment for the benefit of its creditors, Lessor may terminate this Lease and, in such event, this Lease will be of no further force or effect; or
 - b. If, following the filing of a petition by or against Lessee in a bankruptcy court, Lessor is not permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to bankruptcy, as amended (the "Bankruptcy Code"), then Lessee (including Lessee as Debtor-in-Possession) or any trustee for Lessee agrees to promptly, and in no event later than fifteen (15) days after petition by Lessor to the bankruptcy court, assume or reject this Lease, and Lessee agrees not to seek or request any extension or adjournment of any petition to assume or reject this Lease by Lessor with such court. Lessee's, or the trustee's, failure to assume this Lease within said 15-day period shall be deemed a rejection. Lessor shall thereupon immediately be entitled to possession of the Premises without further obligation to Lessee or the trustee and this Lease shall be terminated, except that Lessor's right to damages for Lessee's default shall survive such termination. Lessee or any trustee for Lessee may only assume this Lease if
 - 1) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder;
 - 2) it compensates or provides adequate assurance that Lessee will promptly compensate Lessor for any actual pecuniary loss to Lessor resulting from Lessee's default; and

- 3) it provides adequate assurance of future performance under this Lease by Lessee. In no event after the assumption of this Lease by Lessee or any trustee for Lessee shall any then-existing default remain uncured for a period in excess of ten (10) days. Adequate assurance of future performance of this Lease shall include, without limitation, acceptable assurance of the source of Rent assumption and that permitted assignment of this Lease will not breach any provision hereunder. To adequately assure the source of Rent due under this Lease in such event, each person owning, directly or indirectly, through one or more entities, a five percent (5%) or more interest in Lessee or any assignee, whether through ownership of stock, partnership interest or otherwise, shall personally guarantee the timely payment and performance of the obligations of Lessee hereunder by executing a guaranty agreement in a form acceptable to Lessor.

Assignment and Subletting

27. Assignment and Subletting. This Lease is fully assignable by the Lessor or its assigns. However, unless Lessor gives permission in writing and in advance, neither Lessee nor Lessee's successors shall assign, mortgage, pledge, sublet, or encumber any of its interest in this Lease; nor shall they permit the Premises or any portion thereof to be used or occupied by others; nor shall they enter into a management contract or other arrangement whereby any portion of the Premises are managed or operated by anyone other than the owner of Lessee's estate hereunder; nor shall this Lease be assigned or transferred by operation of law. If any portion of this Lease is assigned or transferred, and Lessee is in default, or if all or any part of the leased Premises are sublet or occupied by anyone other than Lessee, and Lessee is in default, Lessor may collect Rent from the assignee, transferee, sublessee or occupant, and apply the net amount collected to the Total Reserved Rent herein. No assignment, sublet, occupancy, or collection of Rent shall be deemed to waive any liability of Lessee to perform under this Lease nor shall it constitute acceptance of any transferee or occupant as Lessee. Any change of ownership in Lessee shall constitute a prohibited assignment hereunder. It shall be reasonable for Lessor to evaluate a proposed sublessee in the same manner as it would evaluate the application of any prospective Lessee, including credit worthiness, nature of business, business history, and rental history. Lessor's permission shall not be unreasonably denied.

Waiver

28. Waiver. Failure by Lessor to enforce one or more of the provisions of this Lease does not represent a continuing waiver or relinquishing of any kind on the part of Lessor of future enforcement of said provision or provisions, nor is Lessee entitled to notice of any sort that a provision not enforced previously on one or more occasions will henceforth be enforced.

Severability

29. Severability. A decision by the parties or by a court of competent jurisdiction that any provision of this Lease is unenforceable or shall no longer be enforced will result in the severing of that provision only from this Lease. All other provisions will remain in full force and effect.

Amendment

30. Amendment. Only written amendments to this Lease shall be enforceable.

Sale

31. Sale by Lessor. The sale or conveyance by Lessor of the Premises shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event, Lessee shall look solely to the responsibility of the successor in interest of Lessor in and to this Lease.

Subordination and Attornment

32. Subordination; Attornment; Estoppel Certificate.
- a. This Lease shall, at the option of Lessor or its lenders, be subject and subordinate to the interest of the holders of any notes secured by any mortgages on the Premises and to all ground or underlying Leases and to all renewals, modifications, consolidations, replacements, and extensions thereof. Though the provisions of this section are self-executing, Lessee shall execute such documents as may be desired by Lessor or any mortgagee to affirm or give notice of such subordination. However, Lessee shall not be required to execute any promissory notes or other evidence of indebtedness that would create personal liability on the part of Lessee to any mortgagee. Lessee shall be entitled to receive the customary non disturbance agreement from each such lender whereby the lender agrees to recognize Lessee's rights under this Lease following foreclosure so long as Lessee is not in default.
 - b. Upon request of the holder of any note secured by a mortgage on the Premises, Lessee shall agree in writing that any action taken to enforce the mortgage shall not terminate this Lease or invalidate or constitute breach of any of its provisions. Lessee shall attorn to such mortgagee, or to any purchaser of the Premises at any foreclosure sale or sale in lieu of foreclosure, for the balance of the Term and on all of the terms and conditions herein. Though the provisions of this section are self-executing, all persons affected thereby shall execute the documents necessary to affirm or give notice of such attornment.
 - c. At the request of Lessor, Lessee shall deliver to Lessor or its designee, within ten (10) business days, a written statement certifying as of its date:
 - 1) the date to which Rent and other charges under this Lease have been paid;

- 2) whether there are setoffs or defenses against enforcement of any provisions hereunder normally enforceable against Lessor and, if so, describing them in detail;
- 3) that this Lease is unmodified and in full force and effect and that Lessor is not in default under any provision of it, or, if modified, setting forth all modifications and, if Lessor is in default, describing the default in detail; and
- 4) such other information as Lessor may reasonably request concerning the Lessor-Lessee relationship pursuant to this subsection may be provided to any purchaser or owner of Lessor's interest therein, by any holder of a mortgage, by an assignee of any mortgagee, or by anyone else to whom Lessor delivers it.

Peaceful Possession

33. Peaceful Possession and Non-disturbance of Others. In exchange for full performance under the covenants of this Lease, Lessee shall receive peaceful possession and quiet enjoyment from Lessor.

Lessor's Lien

34. Lessor's Lien.
- a. To secure the payment of all moneys due under this Lease, Lessor is granted a security interest in any and all rents from Lessee's sublessees or assignees, all of Lessee's equipment, all of Lessee's inventory and all of Lessee's other assets.
 - b. The security interests granted herein are and shall be subordinate to any bona fide perfected purchase money security interest in Lessee's property.

Option to Renew

35. Option to Renew
- a. Conditions of Exercise. So long as no default has occurred, Lessee shall have the option to renew this Lease for two additional five-year periods at a rental rate acceptable to Lessor. Lessee may only exercise this option by giving written notice to Lessor by personal service or by Certified Mail, Return Receipt Requested, at least ninety days prior to the Termination Date.
 - b. In any renewal, all terms and provisions of this Lease shall remain in full force and effect except as modified by mutual agreement of the parties.

Place of Payment and Notice

36. Place of Payment and Notice. Any notice required by this Lease to be sent to Lessee shall be sent to Lessee Notice Address. Payment of rent or other charges due from Lessee to Lessor shall be paid directly to Lessor's bank account per Lessor's banking instructions. Any notice to be sent to Lessor shall be sent to Lessor at Lessor Notice Address.

Entire Agreement

37. Entire Agreement. This Lease represents the entire agreement between the parties. All prior representations and agreements of any sort are merged into this agreement and are fully set forth as written herein. No prior agreement of any sort, oral or in writing, unless cross-referenced and incorporated into this Lease by the terms hereof, shall be of any force or effect whatsoever.

Hazardous Materials

38. Hazardous Materials. Lessee acknowledges that Lessor has not conducted any investigation of, obtained tests, or conducted testing of the premises, or conducted any examination of the premises to determine the existence of any hazardous materials. Lessee represents and warrants that during the course of tenancy, Lessee will not use, install, the Premises. The term "hazardous materials" includes, without limitation, any materials or substances defined in the Comprehensive Environmental Response, Compensation Liability Act of 1980, as amended, the Resource Conservation Recovery Act, as amended, and any other applicable state, federal or local ordinance.

39.

Anti-Terrorism

40. Anti-Terrorism. Lessee warrants it and its officers are not listed on the United States Specially Designated Nationals List, that the Landlord is not prohibited from doing business with Lessee or its officers under the United States anti-terrorism laws, including but not limited to Executive Order 13224, 35 use § 1701 et seq., 18 USC § 1956, 18 USC i 2339A, and 18 USC § 2339B, that it will not violate the United States anti-terrorism laws, and that it will not do business with any individual or entity that may violate the United States anti-terrorism laws.

LESSOR

Ann Arbor Main Street Real Estate, LLC



2/6/2024

By: Asuman Ilkim Erturk Date

Its: Member

LESSEE

Eat Thai Arbor, Inc.



By: Teerawat Pho-On Date 2/5/2024

PERSONAL GUARANTY

For consideration, and to induce Ann Arbor Main Street Real Estate, LLC (Lessor) to enter into a Lease with Eat Thai Arbor, Inc. (Lessee), the undersigned agrees to be personally liable to Ann Arbor Main Street Real Estate, LLC (Creditor) for any amount due from Eat Thai Arbor, Inc., (Debtor), for all payments due or to become due on the Lease dated February 6, 2024 for a period of five years from the Commencement Date of the Lease. The undersigned agrees to be personally obligated on the account as this is a guaranty of payment and agrees that he is legally responsible for payment of the account immediately on default. No action must be taken against a business entity first for the guarantor to be liable and responsible. Any legal action may be taken simultaneously against Debtor as well as any guarantor(s). It is understood that this is an individual and personal guaranty, and that guarantor is jointly and severally liable for the entire amount due.

At the expiration of the Personal Guaranty, Debtor shall provide Lessor a copy of Lessee's financials for the restaurant business located at leased Premises on an annual basis through the remainder of the initial lease term.

Teerawat Pho-On agrees that he is receiving a benefit and sufficient consideration to bind him to this Guaranty and acknowledges that absent his execution of this guaranty, Creditor would not execute said Lease with Lessee.

Dated: 2/5/2024



Teerawat Pho-On

EAT THAI ARBOR, INC.
POLICIES AND OPERATING PLAN FOR THE SALE OF ALCOHOL
& CROWD CONTROL

EAT THAI ARBOR, INC. is committed to the safe and responsible sale of alcohol. We strive to ensure the safety of our customers and other members of the community through the education and training of our Employees on the responsible sale of alcoholic beverages. A vital part of this education is our Employees' understanding and acknowledgment of our policies regarding the sale of alcohol. These policies and this plan are intended to be referenced and utilized by EAT THAI ARBOR, INC. and the Employees of EAT THAI ARBOR, INC. when dealing with issues or questions involving alcohol sales, including identification checks and sale refusals.

OVERVIEW

- ❖ Employees understand and acknowledge that the sale of alcoholic beverages is strictly regulated by state law and the rules of the Michigan Liquor Control Commission (“MLCC”). All Employees shall be aware of, and follow, all local and state laws, rules, and regulations associated with the sale of alcoholic beverages.
- ❖ Employees may face potential civil and criminal liability as a result of unlawfully selling alcoholic beverages.
- ❖ Employees shall not sell alcoholic beverages to a person less than 21 years of age, and will always make diligent inquiry as to whether the customer is of legal drinking age.
- ❖ It is our policy to request identification from anyone who appears to be under 35 years old. Every time. Every sale. No exceptions.
- ❖ Employees will not serve alcoholic beverages to an intoxicated person.
- ❖ Upon hiring, all Employees will be provided with a copy of this Policy, and asked to read, acknowledge, and sign a copy.
- ❖ Employees may be required to attend a server training prior to starting employment, and may be required to attend additional server training at the request of Employer. Failure to attend these trainings will result in disciplinary action against the Employee.

- ❖ Any violation of these policies may result in immediate termination of employment.

CHECKING IDENTIFICATION

- ❖ It is the Employee's responsibility to make sure that customers who buy alcohol are of legal drinking age (21 years old). Identification (with proof of age) is required from any person who appears to be age 35 or younger. No exceptions. The only acceptable forms of identification are:
 - Valid photo driver's license or government issued identification card from any state or province of Canada;
 - Valid military identification card issued by the U.S. Department of Defense;
 - Valid United States passport;
 - Tribal identification;
 - In the case of foreign nationals, passports with photo from a nation other than Canada.
- ❖ In Michigan, a minor's license is **vertical**, while the license of a person over 21 is horizontal. Employees will not accept vertical licenses for service of alcohol.
- ❖ Adequately checking identification means:
 - Comparing the picture on the identification with the customer;
 - Checking the birth date; and
 - Examining the card for signs of falsification or tampering
- ❖ If the customer does not have any of these forms of identification, you cannot sell him/her alcoholic beverages.
- ❖ You must check ID even if you have sold alcoholic beverages to that customer on a previous occasion.
- ❖ If you doubt the validity of the ID presented to you, you are encouraged to ask for further identification. We are not required to sell alcohol to anyone if the validity of their identification is in question. If you have any doubt about the age or identity of a customer, do not sell alcohol to that customer.
- ❖ Expired driver's licenses are not valid forms of identification.

- ❖ Employees shall refuse to sell alcohol to any person of legal age if it is suspected that the alcohol is being furnished to an underage person.
- ❖ If you have any questions about the validity of an ID, contact the manager on duty.

INTOXICATED CUSTOMERS

- ❖ Alcoholic beverages may never be sold to an intoxicated person. If there is any question as to the sobriety of the customer, the alcoholic beverages must not be sold.
- ❖ Employees should be attentive to the common signs of intoxication which may include:
 - Loud speech;
 - Drinking fast;
 - Slurred speech;
 - Stumbling;
 - Overly friendly behavior;
 - Sleepiness;
 - Glassy or bloodshot eyes;
 - Inability to complete sentences.
- ❖ Employees should make reasonable efforts to ensure that all intoxicated persons have access to safe transportation, and shall make reasonable efforts to prevent an intoxicated person from driving.

MANAGEMENT

- ❖ EAT THAT ARBOR, INC.'s management is fully committed to supporting all Employees in upholding and promoting these policies.
- ❖ EAT THAT ARBOR, INC.'s management will support an Employee's reasonable decision to refuse a sale or terminate service to any customer.
- ❖ If you have any questions now, or during your employment, regarding these policies, the validity of an ID, the intoxication of a customer, etc. then you should contact the manager on duty.

CONSEQUENCES

- **Failure to comply with the above policies may result in TERMINATION of employment.**
- **The guiding rule is: "IF YOU HAVE ANY DOUBTS, DON'T SELL IT!"**

EMPLOYEE ACKNOWLEDGEMENT

The undersigned employee of EAT THAT ARBOR, INC. states that:

1. I have read the attached EAT THAT ARBOR, INC. Policies on the Sale of Alcohol.
2. I acknowledge and understand that if I violate any of these policies, whether or not such violation results in the filing of a complaint against EAT THAT ARBOR, INC. by law enforcement or the MLCC, or the issuance of a ticket or complaint against me, that my employment may be terminated.
3. I further acknowledge and understand that violation of these requirements constitutes misconduct and a gross violation of my responsibilities to my employer and to the public at large, and that such activities may disqualify me from receiving some or all unemployment compensation benefits which I might otherwise have been entitled to receive upon the termination of employment.
4. I acknowledge that I have had an adequate opportunity to read this document and to ask questions regarding the sale of alcoholic beverages, and have been thoroughly advised regarding these matters and the consequences of any violation thereof.

Date: _____

By: _____
(Signature)

(Print name)



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ Ann Arbor _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Eat Thai Arbor, Inc. _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ City of Ann Arbor _____ council/board
(regular or special) (name of township, city, village)
called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)

Moved by _____ and supported by _____
that the application from Eat Thai Arbor, Inc.

(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): a new Class C liquor license issued under MCL 436.1512a(1)b
(list specific licenses requested)

to be located at: 332 S. Main St. Ann Arbor, MI 48104

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (name of township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

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