

THE BOARD OF LIQUOR LICENSE COMMISSIONERS
FOR BALTIMORE CITY

License Number: **LB 196**

The Board of Liquor License Commissioners for Baltimore City certifies that:

Licensee(s): ELIZER NEGER

Corporation: 4919 BELAIR, INC.
Trade Name: GOOD FELLAS LOUNGE
Address: 4919 BELAIR ROAD 21206

Scope of License:

Has been granted the privilege and is hereby licensed to keep for sale and to sell **Beer, Wine & Liquor** at retail only on the premises designated above for consumption on the above premises or elsewhere.

The privileges hereby granted may be exercised at any time except from 1:00 A.M. to 6:00 A.M. daily unless such hours shall be further extended or limited by law.

License Effective: May 01, 2011 and Ending April 30, 2012

Portion of Build licensed and Restrictions:

USE FIRST FLOOR OF PREMISES AS RESTAURANT/TAVERN NOT INCLUDING LIVE ENTERTAINMENT OR DANCING

THERE IS TO BE NO SEPARATE PACKAGE GOODS STORE OR DEPARTMENT. ALL PACKAGE GOODS ARE TO BE SOLD OVER THE BAR. LICENSEE MAY PROVIDE OFF-PREMISES CATERING OF FOOD AND ALCOHOL.

Issued by Authority of the
Board of Liquor License Commissioners for Baltimore City

Elizabeth C. Smith
Commissioner

Steve W. Dunn
Chairman

Harold Jones
Commissioner

License fee: \$1,320.00 PAID

AGREEMENT

between the liquor licensee and property and business owners of
ELIEZER DAVID NEGER,

4919 BELAIR, INC,
STRATHMORE ASSOCIATES, INCORPORATED
4919 BELAIR ROAD, BALTIMORE, MD 21206
(trade name pending)

and

FRANKFORD IMPROVEMENT ASSOCIATION, and
VALLEY PARK COMMUNITY ASSOCIATION

This Agreement dated this 27 day of August, 2009, is between, Eliezer David Neger, 4010 West Strathmore Avenue, Baltimore, MD 21215, the individual named on the liquor license; Strathmore Associates, Inc., the holder of title to the real property at 4919 Belair Road, Baltimore, MD 21230 (All aforementioned parties collectively referred to as "Licensee"); Frankford Improvement Association, Inc., 5415 Frankford Estates Drive, Baltimore, MD 21206; and Valley Park Community Association, 4206 Valley View Ave., Baltimore, MD 21206. (hereinafter referred to as "Community"). *MARBEL COMMUNITY ORGANIZATION, INC., 5307 HARFORD RD. BALTIMORE, MD 21204*

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) LICENSEE OBLIGATIONS

- a) The licensee will convert the license to a Class B beer, wine and liquor license for use in a restaurant. The license will be restricted to the purpose of providing alcoholic beverages for consumption on the licensed premises only and will provide no off-sale privilege. Licensee will not advertise that the establishment is a "packaged good store" and will not hire any "party promoters" of any kind. The average daily receipts from the sale of food must be at least 51% of the total daily receipts of the restaurant. Annually, at the time the license is renewed, the licensee shall file with the Board of Liquor License Commissioners for Baltimore City a statement of average daily receipts and an affidavit of a licensed certified public accountant that verify that the licensee has met the requirement;
- b) The licensee's kitchen shall remain in operation and a menu featuring light fare (at minimum) will be available to patrons at all times the establishment is open for business. ~~The establishment shall close every weekday by 11:30 p.m.~~ *MARBEL*
- c) Trash will be kept in metal trash receptacles in the back of the licensed establishment. On a daily basis, staff will be directed to clear and properly dispose of any litter and/or debris present within a 100 foot radius of the establishment, including the front and back of the property. As needed, the licensee will pressure wash the public sidewalk directly in front of licensees' storefront at 4919 Belair Road;
- d) Licensee will take all necessary steps to acquire zoning approval, if necessary, to prepare the property located behind 4915-17 Belair Road to be used as a parking lot. Dependant upon zoning approval, the licensee shall create an entrance/exit into the parking lot such that patrons may access the lot from Belair Road and will provide 10 parking spaces to be paved and painted and lined as designated parking spaces to be utilized by the Restaurant at 4919 Belair Rd., and you will provide evidence that the property owner of 4915-4917 Belair Rd. has agreed to permit you to utilize that space and perform the proposed construction.;

- e) The establishment will remain in compliance with all applicable state and local laws and regulations;
- f) The licensee and bar staff shall actively discourage illegal activity from occurring on or near the establishment by taking the following actions which include but are not limited to, immediately reporting any criminal activity including aggressive panhandling, vandalism, fighting, and/or suspected drug transactions within 100 feet of the premises to 311 or 911;
- g) The licensee will enhance the façade of the establishment within six months of signing this agreement. That effort shall include but not be limited to the following actions: replacing the glass windows, painting, installing a new sign, and installing additional exterior lighting;
- h) The licensee shall identify at least one contact person to receive communications from the community. At the time of this Agreement, this contact person shall be Eli Weber. He can be contacted via telephone at 516-655-7273 or via email at EliWeber@gmail.com. The community contact shall be notified within 24 hours of any changes to the identity of the contact person, telephone number, or email address.

2) COMMUNITY OBLIGATIONS

- a) In exchange for the above outlined promises verbally offered by Licensee to the community on February 14, 2008 and subsequently placed on the record of the liquor board hearing on that same date, the Community agreed to:
 - b) They shall relinquish their right to protest the hardship extension request of the proposed new licensees of the listed above establishment;
 - c) They shall appoint up to two contact persons for communication with *Licensee*, and shall design a system for community members to funnel information through the contact persons to report concerns or complaints to Licensees. At the time of this Agreement, the community contact persons shall be Mary Clare Simon, who may be reached at 410-488-6321 and sparkssimon@verizon.net; and Kim Sealover who may be reached at (410) 955-7272 and kimsealover@hotmail.com. The Licensee's contact shall be notified within 24 hours of any changes to the identity of the contact person(s), telephone number(s), or email address(es).

3) OTHER PROVISIONS

- a) **Public Record.** This Agreement will be maintained in the public file at the office of the Liquor Board.
- b) **Breach.** Any matter remaining unresolved following a conference with the Liquor Board, or failure to abide by decisions reached in such conferences, shall constitute a material breach of this Agreement and may lead to a civil court action for breach of contract.
- c) **Representations.** Licensee and the Community respectively represent and covenant as follows:
 - i) Each represents that it is authorized to enter into this Agreement;
 - ii) Each party has the duty to implement this Agreement in good faith;

- iii) Each party shall notify promptly the other parties if the notifying party has decided to terminate its operations; and
- iv) Each shall rely on the others' representations made in this Agreement.
- d) **Termination of the Agreement.** Both parties agree that either party may terminate the Agreement based upon a material breach by the non-terminating party to this Agreement; or the non-terminating party has engaged in fraud or a material misrepresentation of fact against the terminating party. Both parties agree to give a minimum of 15 calendar days written notice as a curative period to the other party if either party desires to terminate the Agreement based on the grounds set forth above.
- e) **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.
- f) **Severability and Independent Covenants.** If any covenant or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining covenants and provisions shall continue in full force and effect. No covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed. Nothing in this Agreement shall be construed to require any party to violate any federal or state law, statute, or regulation.
- g) **Assignment.** No party may assign, transfer, or otherwise dispose of this Agreement to any other person, firm, organization, corporation, governmental body or any other entity, absent the written Agreement of all parties to this Agreement.
- h) **Amendment.** This Agreement may not be modified or amended except in writing and signed by the parties hereto.
- i) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to this subject matter. This Agreement supersedes all prior Agreements, arrangements, and communication between the parties, whether oral or written. This Agreement is intended to be an integrated writing and any prior oral or written Agreements between the parties are merged into this Agreement and extinguished.
- j) **Jointly Drafted.** This Agreement shall be deemed to have been drafted by all parties while under the option of representation of legal counsel and, in the event of a dispute, shall not be construed against either party.
- k) **Notices.** All notices regarding this Agreement shall be delivered to the other parties by United States certified mail with return receipt requested at the address set forth below:

Eliezer David Neger
 4010 West Strathmore Ave
 Baltimore, MD 21215

Kim Sealover
 4206 Valley View Ave.
 Baltimore, MD 21206

Barbara Jackson
 Frankford Improvement Association, Inc.
 5415 Frankford Estates Drive
 Baltimore, MD 21206

MICHAEL H. HILLIARD
 HARBEL COMMUNITY ORGANIZ
 TION, INC. 5801 HARFORD RD.
 BALTIMORE, MD 21214

