

CLA

72122-3A-2015

CONDITIONAL LICENSING AGREEMENT (R-6378-1)

This Conditional Licensing Agreement ("Agreement") is made between the Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board ("PLCB"), located at Capital and Forster Streets, Harrisburg, Pennsylvania 17124, and Plenty Queen Village, LLC ("Plenty"), applicant for transfer of Restaurant Liquor License No. R-6378 (LID 72122), for use by it at premises located at 705-707 South 5th Street, Philadelphia, Pennsylvania 19147-3005. The PLCB and Plenty stipulate to the following:

1. Plenty is the applicant for the transfer of Restaurant Liquor License No. R-6378 (LID 72122), for use by it at premises located at 705-707 South 5th Street, Philadelphia, Pennsylvania 19147-3005.

2. The license is currently held by Hank's Hunt Room, Inc. (LID 12224) for use by it at premises located at 1601 West Huntingdon Street, Philadelphia, Pennsylvania 19132-3946.

3. State Senator Lawrence Farnese and Queen Village Neighbors Association ("QVNA") have filed petitions to intervene in response to the application for transfer, which have raised objections to the transfer of the license.

PLCB LICENSING
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72122

4. The concerns raised by the petition to intervene relate to the overabundance of liquor licenses in the area and the proximity of a school to the proposed licensed premises.

5. Under section 404 of the Liquor Code, [47 P.S. § 4-404], the PLCB is obligated to refuse a transfer application if it finds that an approval of that application would have an adverse effect on the welfare, health, peace and morals of the neighborhood within 500 feet of the proposed licensed premises.

6. Plenty, in an attempt to assuage the concerns of State Senator Lawrence Farnese and QVNA, is willing to enter into an agreement with the PLCB imposing additional conditions on both the license as well as the premises.

7. The PLCB and Plenty, therefore, agree that the following conditions be placed on Restaurant Liquor License No. R-6378, as well as the premises:

a. Within ninety days of the approval of this Agreement, Plenty shall become compliant with and remain compliant with the responsible alcohol management provisions of the Liquor Code including, but not limited to:

- i. New employee orientation;
- ii. Training for alcohol service personnel;

PLCB LICENSING
16 MAR 22 AM 9:17

72122

- iii. Manager/owner training;
- iv. Displaying of responsible alcohol service signage; and
- v. Certificate of compliance by the PLCB's Bureau of Alcohol Education.

For purposes of this section, days in which the license is in safekeeping shall not be counted against the ninety day deadline;

- b. On all Mondays through Thursdays, Plenty shall begin the service of alcohol no earlier than 8:00 a.m., and shall cease the service of alcohol no later than midnight;
- c. Plenty shall not apply for, nor shall the PLCB issue, an amusement permit for the premises for at least one year from the date of the approval of this Agreement. Notwithstanding the foregoing, Plenty may use pre-recorded background ambient music played through a permanently installed internal amplification system;
- d. Plenty shall not sell malt or brewed beverages for off-premises consumption;
- e. Plenty will not use, hire or employ the services of any outside third party to sell tickets at the door, online, or by any other means to

PLCB LICENSING
16 MAR 22 AM 9:17

72122

charge patrons for food, alcohol and/or entertainment, or to operate or conduct business or events at the licensed premises;

- f. Plenty shall maintain, at all times, seating at tables or booths for at least fifty patrons, and seating for no more than eighteen patrons at a bar or bars;
- g. Plenty shall not apply for, nor shall the PLCB issue, any other class of liquor license at the premises;
- h. In the event that Plenty obtains an extended hours food permit for use at the premises, the use thereof shall be limited solely to brunch service beginning at 8:00 a.m. on Sunday;
- i. Plenty shall not sell malt or brewed beverages in individual containers of forty or more ounces;
- j. Plenty will not apply for a dance hall or cabaret license from the City of Philadelphia;
- k. Plenty agrees not to apply for an extension of premises for at least one year from the date of the approval of this Agreement. At least

PLCB LICENSING
16 MAR 22 AM 9:17

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thirty (30) days prior to filing any application for extension of premises, Plenty shall provide written notice to QVNA. The PLCB will not consider a request to extend the licensed premises unless it is in writing and accompanied by a copy of the aforementioned written notice. During the school year as defined by the Philadelphia School District, Plenty will be restricted from operating a sidewalk café on 5th Street from opening until 4:00 p.m. Monday through Friday;

1. At least thirty (30) days prior to requesting modification of this Agreement, Plenty shall provide written notice to Senator Lawrence M. Farnese, Jr., or the Senator then representing the legislative district in which the premises is located, and QVNA. The PLCB will not consider a request to modify this Agreement unless it is in writing and accompanied by a copy of the aforementioned written notices.

PLCB LICENSING
16 MAR 22 AM 9:17

8. Failure to adhere to this Agreement may result in citation by the Pennsylvania State Police, Bureau of Liquor Control Enforcement, and/or non-renewal of this license.

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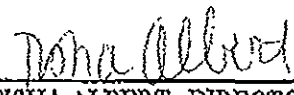
9. These terms will remain in effect both on the license and on the premises unless and until a subsequent agreement is reached with the PLCB rescinding these restrictions.

10. This Agreement is intended to create legally binding obligations, is entered into in Pennsylvania, and shall be construed in accordance of the law of the Commonwealth of Pennsylvania.

11. In the event that any provision of this Agreement is determined to be legally invalid, the affected provision shall be stricken from the Agreement and the remaining terms of the Agreement and their enforceability shall remain unaffected thereby.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed pursuant to due legal action authorizing same. This Agreement will not be fully executed and binding on the parties unless and until all signatures are affixed hereto and unless and until the PLCB approves the underlying application.


ANTHONY MASCIERI
MEMBER
PLENTY QUEEN VILLAGE, LLC
3/18/16
DATE


TISHA ALBERT, DIRECTOR
BUREAU OF LICENSING
PENNSYLVANIA LIQUOR
CONTROL BOARD
3/21/16
DATE

16 MAR 22 AM 9:17

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