

AGREEMENT

THIS AGREEMENT between the liquor licensees and property owners of 1061 South Charles Street, Baltimore, MD 21230, (t/a "Magerk's"), And FEDERAL HILL NEIGHBORHOOD ASSOCIATION, INC.

This Agreement dated this 18th day of August, 2017, is between Magerk's Pub, Inc. t/a Magerk's, a Maryland corporation operating the liquor establishment at 1061 South Charles Street, Baltimore, MD 21230; Paul Dolaway, named on the liquor license and Magerk's LLC, the holders of title to the real property at 1061 South Charles Street, Baltimore, MD 21230 (All aforementioned parties collectively referred to as "Licensed Establishment", within the boundaries (Hughes Street / Key Highway to the north; S. Hanover Street to the west; Cross Street to the south; and Key Highway to the east) in which the licensed premises is located, and Federal Hill Neighborhood Association, Inc., P.O. Box 27112, Baltimore, MD 21230, a nonprofit community association (hereinafter referred to as "FHNA");

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

A. Responsibilities of Parties

1. Licensed Establishment (including the individual licensees, and property owners) agrees to the following:
 - Regarding Live Entertainment:
 - a. Hours of Operation: The business must close its doors at 2:00 AM with no extended hours of operation under any circumstances. Live entertainment and/or dancing shall be limited to the following hours, on the following days, with a maximum number of nights offering live entertainment not to exceed 14 days in a calendar month and not to exceed 4 consecutive days of live entertainment:
 - Monday - Thursday 5:00 pm - 10:00 pm
 - Friday and Saturday 5:00 pm - 1:00 am
 - Sunday - 11:00 am - 6:00 pm
 - b. To ensure local businesses are not adversely affected and to facilitate the removal of the entertainers and their equipment well before closing and the dispersal of customers from the area at closing.
 - c. Controlled Sound Levels: The proposed live entertainment must be limited to the interior of the premises. All live entertainment cannot exceed sound levels specified in the Baltimore City Health Code. In addition, in any circumstances in which any Amplification is used in conjunction with live entertainment, all windows and doors must be shut.

d Neighborhood Relations: The applicant shall provide notification and a copy of its application for live entertainment and/or dancing to the FHNA as soon as the application is submitted to the City or thirty (30) days before a hearing scheduled with the Zoning or Liquor boards to ensure it meets the criteria set here. If adequate time to review the application is not provided, the FHNA Boards will request that BMZA and the Liquor Board reschedule the applicants hearing until ample notification is provided. Further, the applicant will provide proof to FHNA that it has notified its immediate neighbors (including all residences, schools, religious institutions, and business within three hundred (300) feet of the establishment) of its live entertainment and/or dancing conditional use application and provided them with a copy of the application. FHNA agree to conduct future negotiations in good faith to determine if an amendment to the variance will be supported by FHNA, provided the establishment has a variance that has been in place for at least one (1) year and no violations have occurred. This in no way indicates that FHNA will support an amendment, only that it will have good faith discussions with the establishment of such a plan.

e. Ensure that smokers outside of the building and other persons outside the building do not loiter or crowd the sidewalks and walkways interfering with the flow of pedestrian traffic.

f. Remove trash daily however not before 6:00 a.m. to disturb the peace of the neighborhood.

g. Shall provide the designated Neighborhood Association's representative(s) and any adjacent property owners or tenants with the cellular telephone number of the manager of Licensed Establishment. The manager shall receive complaints from the Neighborhood Association representatives and adjacent property owners or tenants and respond to these complaints immediately. The manager shall report back the resolution to the neighborhood association representative.

h. Licensed Establishment will continue to reach out to the community through discussions with FHNA executives, discussions with neighbors, and by periodically attending FHNA general meetings.

i. If Licensed Establishment intends to request any changes to its license, including but not limited to request for change in hours of operation, outdoor seating, expansion, or single event outdoor entertainment, it agrees to:

1. Provide a copy of the application to the FHNA executive sixty (60) days prior to requesting a hearing, unless the executive approves a shorter time in advance.
2. Provide a copy of blue prints to the FHNA executive sixty (60) days prior to requesting a hearing, unless the executive approves a shorter time in advance.
3. Further, the applicant will provide proof to FHNA that it has notified its immediate

neighbors (including all residences, schools, religious institutions, and business within three hundred (300) feet of the establishment) of its request for a change of license or expansion and provided them with a copy of the application at least thirty (30) days prior to requesting a hearing.

4. Meet with the executive forty-five (45) days prior to requesting a hearing, unless the executive approves a shorter time in advance.

5.. Meet with FHNA members at the General Meeting scheduled at least thirty (30) days prior to requesting a hearing.

Licensed Establishment will ensure that the area in front of its property is promptly cleaned after the close of business and that if there is any alcohol related trash or waste on the adjacent properties, that this is promptly cleaned after the close of business.

FHNA agree to the following:

Contact Licensed Establishment and its manager promptly with any concerns raised by the community and neighbors.

- a. Provide Licensed Establishment with the updated contact information of the designated neighborhood association representatives and the representative's preferred means of communication. The representatives shall keep the Bar updated of any changes in his/her contact information or any changes to the preferred means of communication. The Representatives shall be the person(s) complaints are channeled through for the FHNA and the Licensed Establishment to ensure open communication and cooperation between the FHNA and the Licensed Establishment.

Ensure that Licensed Establishment has updated contact numbers for the FHNA presidents and any other executive members needed to maintain open lines of communication between Licensed Establishment and the FHNA.

Continue to negotiate in good faith with Licensed Establishment and its management.

Meet with Licensed Establishment and management as needed to keep the lines of communication open.

Representations

Licensed Establishment, Paul Dolaway, Magerk's LLC, Magerk's Pub, Inc., and FHNA respectively represent and covenant as follows:

2. Each represents that it is authorized to enter into this Agreement;

3. Each party has the duty to implement this Agreement in good faith;
4. Each party shall notify promptly the other parties if the notifying party has decided to terminate its operations; and
5. Each shall rely on the others' representations made in this Agreement.

B. Termination of the Agreement

1. The parties agree that either party may terminate the Agreement based on one or more of the following grounds:
 - a. a Non-Terminating Party has committed a material breach of this Agreement; or
 - b. a Non-Terminating Party has engaged in fraud or a material misrepresentation of fact against a Terminating Party.
2. Each party agrees to give a minimum of 15 days written notice to the other parties if any party desires to terminate the Agreement based on the grounds set forth above.

C. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

D. 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.

E. 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.

F. Amendment

This Agreement may not be modified or amended except in writing and signed by the parties hereto.

G. 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.

H. The Liquor Control Board of Baltimore City may, pursuant to Article 28 of the Maryland Code, Section 10-104(a) and (d) may make the issuance and renewal of certain alcoholic beverages licenses conditional on the substantial compliance of the license holder with this memorandum of understanding.


I. 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:

Paul Dolaway
1429 Harper Street
Baltimore, MD ~~21030~~
21230

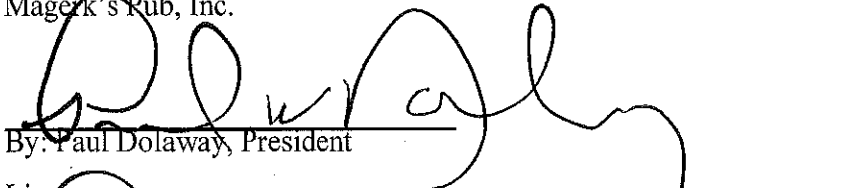
Magerk's LLC
1061 South Charles Street Baltimore, MD 21230

Magerk's Pub, Inc. t/a Magerk's 1061 South Charles Street
Baltimore, MD 21230

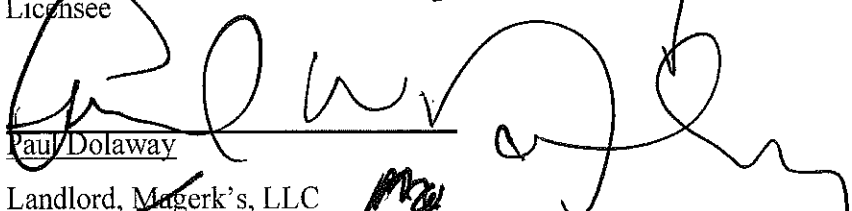
President

President
Federal Hill Neighborhood Association
P.O. Box 27112 Baltimore, MD 21230

IN WITNESS WHEREOF the parties to this Agreement have affixed their signatures below:

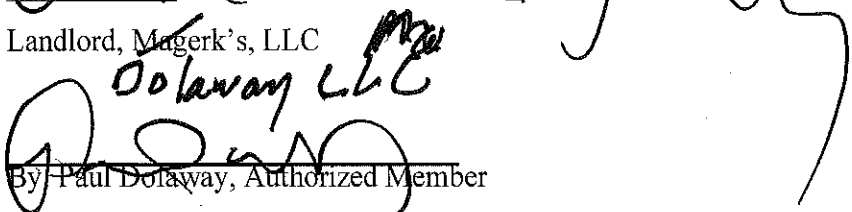
Magerk's Pub, Inc.


By: Paul Dolaway, President

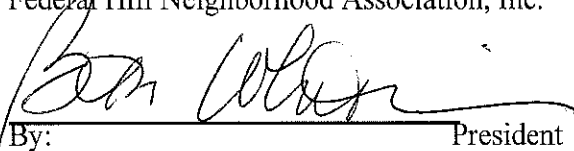
Licensee


Paul Dolaway

Landlord, Magerk's, LLC

Dolaway LLC

By: Paul Dolaway, Authorized Member

Federal Hill Neighborhood Association, Inc.


By: _____ President