

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUTCHERS HILL ASSOCIATION

AND

LIQUOR LICENSEES OF 32 N. CHESTER STREET

In consideration for the support of the Butchers Hill Association (the "Community") to the request made by Robert Cockey and Decoursey Wilson and Omerta, LLC (collectively referred to as "Licensee") to the Baltimore City Board of Liquor License Commissioners for the transfer of a Class "D: Beer & Wine License (the "License") to the establishment to be known as Cockey's Butchers Hill located at 32 North Chester Street (the "Establishment), the parties hereto mutually agree that the validity of the license will not be challenged, and to the following terms and conditions:

1. Hours of Operation:

- a. The Establishment shall open after 6:00 a.m. and close no later than 2:00 a.m., with no exceptions made for private parties.
- b. The Establishment shall not serve alcohol before 8:00 a.m. and not later than 1:00 a.m. any days of the week.
- c. The BHA and Licensee agree that 180 days after the Establishment opens for business, if there are no violations and the community does not have reasonable grievances regarding morning alcohol service, the licensee will be allowed to service alcohol starting at 6:00 a.m. The Licensee agrees to contact the BHA 14 days prior to the 180-day mark to inform the community of their desire to adjust their morning schedule according to this agreement, and to give the BHA executive committee time to discuss the change.
- d. The Establishment shall not offer food or beverages for sale or otherwise to school-aged children on school days before 8:00 a.m.
- e. The Licensee shall designate a manager, or an official designee of the manager (the "Manager"), who will be present at the Establishment during all hours of operation. The designee shall be fully familiar with this Memorandum of Understanding, including the requirements and responsibilities of the parties herein.

- f. The Establishment shall not serve alcohol or sell packaged goods to patrons who are visibly drunk or under the influence of narcotic drugs.
- g. The sale of package goods will never be more than an incidental component of the Establishment's business and no sales of miniatures, fifths, or single beers will be made.
- h. If outdoor dining is permitted, it shall be offered between 9:00 a.m. and 10:00 p.m. on Mondays through Thursdays, between 9:00 a.m. and 11:00 p.m. on Fridays, and between 9:00 a.m. and 11:00 p.m. Saturdays and Sundays.
- i. The Manager of the Establishment will be aware of the start and dismissal times of Commodore John Rodgers Elementary and Middle School, and will make a good faith effort to not impede, slow, or cause difficulty for children going to or coming from the school. Additionally, the Licensee will make a determined effort to minimize negative interactions between the school children and the patrons. .

2. Outdoor Seating:

- a. Outdoor seating may only be provided when such accommodations are permitted by and must comply with all Baltimore City laws, rules, regulations and restrictions. The Licensee shall provide the Community with a copy of the Outdoor Seating Plan as approved under any Minor Privileges permit.
- b. Licensee will sweep the public way immediately in front of the Establishment and the public way immediately adjacent to the Establishment.
- c. No outdoor music will be permitted.

3. Respect for Residential Neighborhood:

- a. The Licensee shall make a good faith effort to ensure that the Establishment's patrons do not disturb the residents who live nearby the Establishment.
- b. All audio, including music and television, will be played at a volume not to exceed local noise ordinances as dictated by the Baltimore City Health Department.
- c. All types of sound systems, including CDs, records, and digital sound sources will be limited in power to standard televisions or juke boxes.

- d. No music or noise shall be audible beyond the sidewalks surrounding the Establishment.
 - e. No speakers will be placed outside of the Establishment and no interior speakers will be placed to broadcast from exterior doors or windows.
 - f. Upon receipt of a complaint for loud music or other sound disruption from nearby resident(s), Licensee or any manager or designee of the Licensee shall take immediate action to reduce the music or noise to a level that cannot be heard by the resident.
 - g. Licensee will not offer any form of Live Entertainment, as defined in the Baltimore City Zoning Code.
 - h. Licensee will not permit any unaccompanied children at the Establishment.
4. Security:
- a. The Licensee or Manager and all staff shall actively discourage illegal activity and unruly behavior from occurring within or outside of the Establishment. To that end, all instances and suspected instances of criminal activity, including but not limited to loitering, public drunkenness, fighting, and suspected drug transactions must be reported to the Baltimore City authorities.
 - b. The Licensee and Manager and all staff shall ensure that the area immediately adjacent to the Establishment is regularly monitored to ensure that the Establishment's patrons do not disturb the neighbors. They shall also ensure that the areas on Chester Street and Fairmount Avenue adjacent to the Establishment are clear of all patrons at the close of business.
 - c. The Licensee shall notify the Community within 72 hours of all calls to the Baltimore City Police Department concerning incidents occurring within or immediately adjacent to the Establishment.
5. Parking and Deliveries:
- a. No commercial trucks related to the Establishment shall be parked within the Community's boundaries during the Establishment's non-operating hours.
 - b. Licensee shall make a reasonable effort to prevent deliveries to the Establishment from interfering with the dropping-off and picking-up of school students.

- c. Licensee shall discourage patrons from parking illegally and from double-parking in front of or immediately adjacent to the Establishment.
 - d. If valet parking is to be used for special events, the Community will be notified 15 days prior to the event. No residential on-street parking spaces will be used to accommodate valet parking.
6. Coordination and Communication with the Community and School:
- a. It shall be the Licensee's responsibility to introduce themselves to, and establish communications with, the Community's president, and to provide the Community's president with the name(s) and contact information for the Manager and any other person(s) responsible for the daily operations at the Establishment.
 - b. It shall be the Licensee's responsibility to respond in writing to any complaint(s) from the Community's president, or the president's designee, within 72 hours of receiving such complaint(s).
 - c. It will be the Community president's, or the president's designee, responsibility to respond in writing to any issues or complaints made by the Licensee's within 72 hours of receiving such issues or complaint(s).
 - d. It shall be the Licensee's responsibility to introduce themselves to, and establish communications with the Commodore John Rodgers School principal, and to provide the principal with the name(s) and contact information for the Manager and any other person(s) who are responsible for the daily operations at the Establishment.
 - e. It shall be the Licensee's responsibility to communicate with the Commodore John Rodgers School principal, or the principal's designee, to obtain the dates of school sessions, special school dates, and dismissal times, including the times designated for the pick-up of school children.
7. Upkeep of the Establishment:
- a. The Licensee and Manager shall ensure that the exterior and interior of the establishment are clean and inviting to patrons and to the surrounding residents. The Licensee shall adhere to all City ordinances regarding signage and shall not post any advertisements for tobacco or alcohol in a manner that would make such advertisements visible from outside of the Establishment.
 - b. Licensee shall ensure that all sidewalks and gutters immediately adjacent to the Establishment remain free of trash and cigarette butts.

8. No Promoters:

The Establishment shall not use any 3rd party promoters at any time to promote or host events. The Licensee shall have sole responsibility for any and all activities and events that occur at the Establishment. No flyers will be used to promote any activities or events on the outside of the Establishment.

9. Future Transfer of License:

This Agreement will remain in effect as long as the current Licensee owns the liquor license. This Agreement will be maintained in the public file at the Baltimore City Liquor Board. This MOU will not transfer with the license. The Community will automatically object to the transfer of the Liquor License without the signing of a new MOU with the new owners.

10. Breach:

Uncorrected disputes will be submitted to the Board of Liquor License Commissioners for Baltimore City for a public hearing. Any matter remaining unresolved following such a hearing, or failure to abide by decisions made in such a hearing, shall constitute a material breach of this Agreement and may lead to a civil court action for breach of contract.

11. Representations:

Licensee and Community represent and covenant as follows:

- a. Each party represents that it is authorized to enter into this Agreement;
- b. Each party has the duty to implement this Agreement in good faith;
- c. Each party shall promptly notify the other parties if the notifying party has decided to terminate its operations; and
- d. Each party shall rely on the representations made by the other in this Agreement.

12. Termination of the Agreement:

- a. All Parties agree that either party may terminate the Agreement based on one or more of the following grounds: 1.) The Non-Terminating Party has committed a material breach of this Agreement; or 2.) The Non-Terminating Party has

engaged in fraud or a material misrepresentation of fact against the Terminating Party.

- b. All parties agree to give a minimum of 15 days written notice to the other if they desire to terminate the Agreement based on the grounds set forth above.

13. Governing Law:

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

14. 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.

15. 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.

16. Amendment:

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

17. 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 communications between the parties, whether oral or written. This Agreement is intended to be an integrated writing and any prior oral or written Agreement between the parties are merged into this Agreement and extinguished.

18. 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.

19. Notices:

All notices regarding this Agreement shall be delivered to the other parties by United States certified mail with return receipt requested at the addresses set forth:

Omerta, LLC
32 N. Chester Street
Baltimore, MD 21231

Robert Cockey
4722 Ruby Avenue
Halethorpe, MD 21227

Decoursey Wilson
208 S. Bruce Street
Baltimore, MD 21231

Butchers Hill Association
27 S. Patterson Park Avenue
Baltimore, MD 21232
Attention: Beth Braun, President

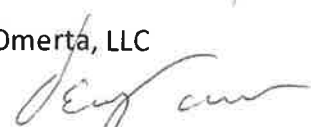
IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures below signifying their agreement to the terms of this Agreement and their intent to be bound by such terms:

Omerta, LLC


By: Robert G. Cockey, Member

Date: 01/17/14

Omerta, LLC


By: Decoursey Wilson, Member

Date: 08-21-14

Butchers Hill Association

Beth Braun

By: Beth Braun, President

Date: 8/7/14