

CONDITIONAL LICENSING AGREEMENT (R-223-2)

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 1400 N Third Enterprises, Inc. (“1400”), applicant for renewal of Restaurant Liquor License No. R-223 (LID 64506) for use by it at premises located at 1400 North 3rd Street, Harrisburg, Pennsylvania 17102-1908. The PLCB and 1400 stipulate to the following:

1. 1400 is the applicant for renewal of Restaurant Liquor License No. R-223 (LID 64506).
2. 1400 has filed an application to renew its liquor license for the licensing term effective March 1, 2020, for use by it at premises located at 1400 North 3rd Street, Harrisburg, Pennsylvania 17102-1908.
3. When 1400 applied to renew its license for the period beginning March 1, 2014, Licensing objected to the renewal based upon approximately nineteen incidents of disturbance at or immediately adjacent to the licensed premises. The incidents included, but were not limited to, a shooting, fights, assaults, disorderly operations, drugs, loud music and loitering.

4. The matter was ultimately resolved on November 19, 2014, when the PLCB approved the renewal of the license along with a Conditional Licensing Agreement (“the November 19, 2014 CLA”) which imposed additional conditions on both the license and the premises.
5. Under Sections 102 and 470 of the Liquor Code, 47 P.S. §§ 1-102, 4-470, the PLCB’s Bureau of Licensing (“Licensing”) is authorized to object to, and the three-member Board to ultimately refuse to renew a liquor license, where an applicant, and/or its officers, directors, stockholders or managers, are not reputable, and because of the manner in which the licensed premises is operated, as well as its citation history.
6. By letter dated September 11, 2020, Licensing informed 1400 that it objected to the renewal application based upon four adjudicated citations, two incidents of disturbance on or about the licensed premises, and breach of the conditional licensing agreement. The alleged incidents include disorderly operations and drugs.
7. 1400 wishes to renew the license in question and proffers that many of the PLCB’s concerns with its operation will be alleviated if the conditions contained herein are imposed upon both the license as well as the premises.

8. The PLCB and 1400 therefore agree that the following additional conditions be placed on Restaurant Liquor License No. R-223 as well as the premises:
 - a. Within sixty days of the approval of this Agreement, the license shall be placed in safekeeping and shall remain in safekeeping until such time as it is transferred in accordance with this Agreement. Failure by 1400 to place the license into safekeeping as required by this paragraph authorizes the PLCB to revoke the license immediately;
 - b. 1400 shall meet all PLCB requirements and submit all necessary documents and fees to effectuate renewal, and if necessary, validation, for the licensing term effective March 1, 2020;
 - c. The license shall be transferred to a bona fide purchaser who meets PLCB requirements, has no direct or indirect connection to 1400, its current or former employees, its or their family members, the licensed premises, or another license which had been refused by the PLCB previously;
 - d. The license shall be transferred for use at a location other than 1400 North Third Street, Harrisburg, PA 17102-1908.

- e. Neither 1400 nor its current or former employees or its or their family members shall have any interest in any license issued by the PLCB or be appointed manager in any license issued by the PLCB or be an employee of any licensee licensed by the PLCB, without PLCB approval, for a period of two years from the date this Agreement is approved by the PLCB;

- f. If, for any reason, 1400, or its current or former employees or its or their family members reacquire control or possession of Restaurant Liquor License No. R-223, or if 1400, or its employees or its or their family members acquire an interest in an entity that holds the license, the license must be immediately placed in safekeeping, and must remain in safekeeping until such time as a valid transfer application, consistent with paragraphs 8(c) and (d) of this Agreement, is approved by the PLCB. Failure to place the license in safekeeping authorizes the PLCB to do so; the license shall then remain in safekeeping until a transfer application, consistent with paragraphs 8(c) and (d) of this Agreement, is approved by the PLCB; and

- g. This Agreement shall not affect any pending or future citations issued by the Pennsylvania State Police, Bureau of Liquor Control Enforcement (“BLCE”).


9. Any breach of this Agreement shall constitute sufficient cause for citation by the BLCE, and/or nonrenewal of this license by the PLCB.

10. 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.

11. This Agreement is intended to create legally binding obligations, replaces the November 19, 2014 CLA, is entered into in Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

12. 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 its enforceability shall remain unaffected hereby.

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 PALIOMETROS PRESIDENT 1400 N 3 RD ENTERPRISES, INC.	2/12/21 DATE	/s/ B. L. Peifer B.L. PEIFER, DIRECTOR BUREAU OF LICENSING PENNSYLVANIA LIQUOR CONTROL BOARD	2/16/2021 DATE
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