

AGREEMENT

Between the liquor licensees and property owners of
Hopkins Market, LLC, 110 W. 39th Street, Baltimore, MD 21210
And
TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION

This Agreement, dated the 11th day of January, **2023**, is entered into by Hopkins Market, LLC, a Maryland corporation operating the establishment at 110 E. 39th Street, Baltimore, MD 21210, its members Soon Young Park and Jason Elijah Gelblum, named on the liquor license (all aforementioned parties collectively referred to as “Licensees” or “The Establishment”) and Ibrahim Hamideh (part owner of Hopkins Market, LLC), and Tuscan-Canterbury Neighborhood Association, (address) (describe), in which Hopkins Market is located.

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

- I. The Property shall be defined as Hopkins Market LLC, the restaurant/grocery/package store located in Hopkins House Apartments’ ground level commercial space at 110 E. 39th Street, Baltimore, MD 21210.
- II. Responsibilities of Parties
 - A. Licensees agree to the following:
 1. Regarding the Liquor License:
 - a. Licensees agree to maintain their Liquor license in good standing at all times during the existence of this Agreement.
 - b. Licensee shall inform TCNA of any complaint, consistent with Paragraph X, below, made against it with the Board of Liquor License Commissioners for Baltimore City within 10 days of receiving notice of the complaint.
 - c. The Licensees agree that these restrictions on the license shall remain with a transfer of the license to either a new owner/licensee. The Parties agree that this License is fixed Restaurant Liquor License that may not be transferred to a new location.
 2. Regarding Neighborhood Relations in general:
 - a. The Licensees shall provide and update the designated neighborhood association representative with the cellular telephone numbers of the Licensees and manager(s)/operator(s) of the Establishment, consistent with Paragraph X, below.
 - b. Licensees shall make every effort to ensure that the Establishment performs as a positive member of the community. Upon receipt of formal, written notice of community concerns, including but not limited to noise, littering, loitering, and other illegal activity,

Licensees shall take immediate action to address the activity complained of. Prior to taking such action, Licensees will inform TCNA of the proposed action., consistent with Paragraph X, below.

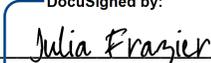
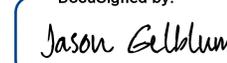
- c. Licensees agree to attend at least 1 community meeting of the TCNA per year.
3. Regarding Operations of the Business:
- a. Licensees agree that this MOU shall remain in full force and effect and Licensee shall remain bound to this agreement should the operator of the Establishment change from time to time. If Hopkins Market intends to change the operation of The Establishment at any time during this Agreement, it agrees to provide TCNA with at least 60 days' notice.
 - b. Licensee shall make every effort to ensure that the exterior and interior of the Property look clean and inviting to customers and community members.
 - c. The Licensee may operate within the following hours of operation:
 - a. 6:00 am through 12:00 am Sunday through Thursday
 - b. 6:00 am through 12:00 am Friday through Saturday, as well as New Year's Eve., St. Patrick's Day, and Fourth of July.
 - c. Alcohol will not be served, or sold as package goods, prior to 9:00 am daily.
 - d. Sunday through Thursday, package goods sales will cease at 11:00 pm.
 - d. Licensee shall ensure that signage adheres to the existing Baltimore City Zoning Code, as it now exists or as it may be amended. Alcoholic beverage and tobacco signage outside the building shall be prohibited. Sandwich boards outside the Establishment shall be prohibited. Licensees agree not to utilize neon signs or blinking signs visible from outside the building. No advertisements other than the name of the Establishment shall be printed on the outside awning. Licensee is permitted to have visible OPEN and CLOSED signs, so long as they are not neon or blinking.
 - e. No outside seating shall be provided unless agreed to by the parties to this MOU pursuant to a change as outlined in Paragraph II (A)(9) of this Agreement.
 - f. Licensee shall ensure that smokers outside of the building and other persons outside the building do not loiter or crowd the sidewalks and walkways and parking lot, interfere the flow of pedestrian or automobile traffic, or create a noise disturbance.
 - g. The Licensees shall keep the Property and the sidewalks adjacent to the Property free of all litter, debris, trash, discarded bottles, cigarette butts, snow and ice, etc. Licensee shall remove all litter or trash and clean daily and shall dispose of trash properly and

- securely, however, not before 6 am to disturb the peace of the neighborhood.
- h. The Licensee agrees to inform TCNA in writing, consistent with Paragraph X below, at least 60 days in advance if they choose another operator to operate/manage the Establishment. Licensee agrees to provide TCNA with relevant information about the new operator within 0 days of a request from TCNA.
 - i. If the named licensees change, Licensee agrees to inform TCNA in writing, consistent with Paragraph X below, at least 60 days prior to the change taking effect. Usually this happens at renewal, but if it occurs before such time, notice has to be given to TCNA.
4. Regarding Deliveries to the Establishment
- a. Licensee shall request that all deliveries by suppliers and providers be done between the hours of 8am and 7pm. Licensee shall advise said deliveries to park legally and not block the road.
 - b. While Licensee cannot guarantee these times, Licensee will send letters to each major distributor within 60 days of opening requesting in the clearest possible terms that deliveries should be during the hours above for the benefit of the community.
 - c. Licensee shall make all reasonable efforts to ensure that vehicle loading, unloading, and delivery takes place in the loading zone in front of the entrance and does not obstruct traffic on Stony Run Lane, W. 39th Street, or any crosswalk, at any time.
5. Regarding Deliveries by the Establishment to Customers
- a. Alcohol may only be delivered with prepared food.
 - b. Licensee agrees that no alcohol deliveries shall be made to students residing on the Johns Hopkins campus.
 - c. Licensee agrees that no alcohol will be delivered by a third party.
 - d. Licensee agrees to limit alcohol deliveries to one case of beer or three bottles of wine or alcohol per delivery address, per day.
 - e. The above restriction in 5d does not apply to catering or events that Licensee is retained or contracted for.
6. In the event of catering or contracted events, Licensee agrees that no alcohol will be delivered by a third party, and no alcohol delivery shall be made to students on the Hopkins campus.
7. Regarding the Management of Outside Delivery Services
- a. Licensees will discuss with the Landlord the option to arrange for and ensure use of designated temporary parking (5-15 minutes only) for outside delivery services such as Uber Eats, Grub Hub, etc.. Licensee shall make all reasonable efforts to ensure that these services do not impeded traffic or pedestrian flow in the neighborhood at any time. Upon written notification from TCNA that outside delivery services have impeded traffic, Licensee agrees to arrange for and post signs making delivery drivers aware that parking has been made available in a nearby lot.

8. Regarding Parking:
 - a. The Licensees shall make all reasonable efforts to ensure that customer parking does not impede traffic or pedestrian flow in the neighborhood at any time. Upon written notification from TCNA that customer parking has impeded traffic on more than three instances in a given week, Licensee agrees to arrange for and post signs making customers aware that parking has been made available in a nearby lot.
 - b. Licensees agree to ensure that any customers impeding traffic are immediately requested to move their vehicles out of the way of traffic or pedestrian crosswalks.
 9. Regarding Noise and Disturbances by Customers
 - a. Licensee shall remove all graffiti from the Property within five (5) business days.
 - b. Licensee agrees to report all illegal activity and log every time the police are called and to provide same to TCNA upon request.
 - c. Licensee certifies that video surveillance cameras inside the Establishment are currently functional and agrees to maintain existing security cameras within the building and make video footage available to the Baltimore City Police upon request.
 10. Change Process: Consistent with Paragraph X below, if the Licensee intends to request any changes to its license, including but not limited to request for change in hours of operation, outdoor seating, or expansion, it agrees to:
 - a. Provide a copy of the application to the TCNA designated representative thirty (30) days prior to requesting a hearing, unless TCNA board approves a shorter time in advance.
 - b. Provide a copy of blueprints to the TCNA designated representative thirty (30) days prior to requesting a hearing, unless the TCNA board approves a shorter time in advance.
 - c. TCNA agrees that prior to making any protest, or complaint to the Liquor Board they will provide the Licensee with ten (10) days' written notice.
- III. PUBLIC RECORD: This Agreement will be maintained in the public file at the office for the Board of Liquor License Commissioners for Baltimore City.
- IV. BREACH: Uncorrected breaches shall be submitted to the Board of Liquor License Commissioners for a public hearing. All parties agree that the restrictions in this Agreement are enforceable by the Board of Liquor License Commissioners for Baltimore City as restrictions on the license at 110 W. 39th Street. All parties request that the license be issued to the Licensee with the following restriction printed on the license: "Hours of Operation: Sundays through Thursdays, 6:00 am to 12 am; Fridays and Saturdays, 6 am to 12 am, package good sales 9 am to 11 pm Sundays through Thursdays, 9 am to 12 am Fridays and Saturdays and selected holidays."
- V. REPRESENTATIONS:
- 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 notify promptly the other parties if the notifying party has decided to terminate or transfer its operations; and
- D. Each shall rely on the others’ representations made in this Agreement.
- VI. GOVERNING LAW: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland and the City of Baltimore.
- VII. 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 state law, statute, or regulation, or any Baltimore City Code or Ordinance.
- VIII. AMENDMENT: This Agreement may not be modified or amended except in writing and signed by the parties hereto.
- IX. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to this subject matter. This Agreement supersedes all prior communications between the parties, whether oral or written.
- X. NOTICES: Notices regarding this Agreement shall be delivered to the other parties by electronic notification via the email addresses set forth below: Julia Martin Frazier, President, TCNA, presidenttcna@gmail.com, or such other address as the association shall have furnished the Licensees with a Notice stating another address; and Soon Young Park, spark228@gmail.com and Ibrahim Hamideh, at _____ . Nothing herein contained shall be construed to preclude personal service of any Notice in the manner prescribed for personal service of a summons or other legal process.

SIGNATURES:

<p>DocuSigned by:  <hr/> <small>9A739F51F799</small> Julia Martin Frazier, President, TCNA</p>	<p>1/11/2023 5:25 PM PST <hr/> Date</p>
<p>DocuSigned by:  <hr/> <small>0927427C41F449B</small> Soon Young Park, Owner and Licensee, Hopkins Market LLC</p>	<p>7/10/2023 <hr/> Date</p>
<p>DocuSigned by:  <hr/> <small>EE46EA903F67461...</small> Jason Elijah Gelblum, Licensee, Hopkins Market LLC</p>	<p>7/10/2023 <hr/> Date</p>
<p>DocuSigned by:  <hr/> <small>BCE28E66B65A473...</small> Ibrahim Hamideh, Owner, Hopkins Market LLC</p>	<p>7/10/2023 <hr/> Date</p>