



SPECIALTY GROUP

PUTTING PEOPLE BEHIND BARS & INTO RESTAURANTS SINCE 1986

VIA UPS TRACKING No.: 1Z32WV780393608185

April 18, 2022

Brenda F. Pree, CMC, City Clerk
510 City-County Building
Pittsburgh, PA 15219

RE: Pasha Cafe, LLC
Inter-Municipal Liquor License Transfer

Dear Ms. Pree:

Enclosed please find the following documents in reference to the above captioned:

- (✓) City of Pittsburgh: Application for Intermunicipal Liquor License Transfer
- (✓) Pennsylvania State Police: Response for Criminal Record Check
- (✓) Check #30271 for \$520.00 Application Fee

Should you have any questions or need anything additional please don't hesitate to call this office.

Thank you.

Very truly yours,
SPECIALTY GROUP

Sidney Sokoloff
Vice President

Enclosures as noted

APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER

Please provide the following information. If answers exceed the designated spaces, please attach additional sheet of paper with requested information.

1. License Number: E-4776

2. Name and address of the individual or entity to whom the license is being transferred ("applicant"):

Pasha Cafe, LLC

808 Ivy Street

Pittsburgh, PA 15232

3. If entity or corporation, please provide names and address of all principles:

Selimcan Akyuz

808 Ivy Street

Pittsburgh, PA 15232

4. From whom is the license being purchased? (Include name and address of the establishment and copy of sales agreement for purchase of liquor license):

Korner Pub, LLC

4 Bower Hill Rd

Mount Lebanon, PA 15228

5. Reason(s) that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:

There are very few Eating Place Dispenser licenses in Allegheny County. This license was the only available at time of sale.

6. Name and address of the proposed business to which the license is being transferred.

Pasha Cafe, 808 Ivy Street, Pittsburgh, PA 15232

7. Description of the proposed business that will be conducted with the transferred license (i.e. what is the primary purpose of the establishment?):

Restaurant serving Mediterranean cuisine

8. Terms of any lease agreement or property ownership related to the location of the proposed business (please attach a copy of the agreement):

Leasehold until May 31, 2025 with a 5-year renewal option

9. Evidence that zoning approvals for the proposed establishment have been obtained or what zoning approvals for the proposed establishment have been obtained or what zoning approvals are necessary prior to commencing operation of the establishment.:

Zoning Class: Commercial

10. Copy of the business plan associated with this entity (please provide a copy of the plan):

Business has been in operation for a year. No business plan exists.

11. Evidence that necessary financing for the success of the business is in place (please provide any documentation):

Business has been in operation for a year.

12. Name and location of any other businesses that the applicant is associated with or has an ownership interest:

Turkish Grille, 272 Melwood Ave, Pittsburgh, PA 15213

13. Name and location of any businesses the applicant previously owned or was associated with and an explanation as to why the business ceased to operate: (please provide any supporting documentation):

None

14. Information regarding any LCE violations associated with either current or prior businesses (please provide any supporting documentation):

Prior Business: 1 Citation in 2019 (attached)

Current Business: None

15. Any misdemeanor or felony convictions of any individuals who have an ownership interest in the proposed business (please provide any supporting documentation):

None

16. Any Additional information that you may feel is relevant to City Council's consideration of your request:

The applicant has sought out this Eating Place Dispenser license at the request of their customers. In order to better serve their customers, they wish to add alcoholic beverages as a compliment to their meals.

(Additional information may be requested after reviewing the application.)

VERIFICATION

I, Selimcan Akyuz, verify and represent that the statements and averments of fact contained herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa. C.S. §4904.

Date: 04 / 18 / 2022

Selim Akyuz

Buyer S.A.
Seller B.S.

LICENSE SALE, TRANSFER AND SETTLEMENT AGREEMENT

THIS LICENSE SALE, TRANSFER AND SETTLEMENT AGREEMENT (hereinafter "Agreement"), made and entered into on this 6th day of April, 2022, by and between Korner Pub, LLC, a Pennsylvania limited liability company (hereinafter "Seller") and Pasha Cafe, LLC a Pennsylvania limited liability company (hereinafter "Buyer")

WHEREAS, Seller is the owner of a certain Pennsylvania Eating Place Dispenser License E-4776, LID-69073 (hereinafter "License") which License Seller wishes to sell and transfer to Buyer; and

WHEREAS, Buyer wishes to purchase said license for the operation of a Restaurant at the premises located at 808 Ivy Street, Pittsburgh, PA 15232.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and agreements hereinafter set forth and intending to be legally bound, the parties hereto do hereby agree as follows

1. Seller, Licensee from the Pennsylvania Liquor Control Board (hereinafter "PLCB") of Pennsylvania Eating Place Dispenser License E-4776, LID-69073«LID_Number» which is issued for premises 4 Bower Hill Road, Mount Lebanon, PA 15228, hereby agrees to set, assign, sell, grant and transfer all of Seller's interest in said License to Buyer for use by Buyer at the premises located at 808 Ivy Street, Pittsburgh, PA, 15232, subject to the conditions contained herein.
2. The purchase price for the sale and transfer of said License shall be Sixty-Five Thousand Dollars (\$65,000.00), payable as follows:
 - A. Six Thousand Five Hundred Dollars (\$6,500.00) in cash paid within 2 business days of the full execution of this Agreement (hereinafter "Hand Money"), to be held in escrow by Nicholas F. Borsuk, Attorney at Law, at Eckert Seamans Cherin & Mellott, LLC (hereinafter "Escrow Agent"), pursuant to applicable laws and escrow regulations, payable to seller upon approval of transfer of said License by PLCB. In the event that Hand Money is paid in the form of a business or personal check that is not honored by the bank and returned NSF for any reason, Buyer will be required to pay a fee of Twenty Five Dollars (\$25.00) and will have to deliver the Hand Money and fee in bank funds or certified check to Seller within Two (2) business days of verbal notification to Buyer, or the Agreement will be considered null and void. The parties shall simultaneously with the execution of this Agreement execute an Escrow Agreement in the form and substance attached hereto as Exhibit "A".
 - B. Fifty-Eight Thousand Five Hundred Dollars (\$58,500.00) in the form of a demand note in form and substance attached hereto as Exhibit "B" (hereinafter "Demand Note") to be held in escrow by Escrow Agent, pursuant to applicable laws and escrow regulations, payable to seller upon approval of transfer of said License by PLCB, subject to the conditions contained herein.
3. This Agreement must be fully executed by both Buyer and Seller by April 11, 2022 no later than 4:00pm or will be considered Null and Void.
4. This Agreement and performance of Buyer is conditioned upon and subject to the following on or before settlement;

- A. that the License has been renewed and/or validated in a timely manner in accordance with the Pennsylvania Liquor Code or will be renewed and/or validated by Seller and will remain in a renewable condition. At settlement the annual liquor license renewal fee shall be prorated on a monthly basis.
- B. Execution and delivery by Seller to Buyer of all schedules, documents and instruments required to be delivered for transfer the License;
- C. that the License is free and clear of all claims, liens and encumbrances and will remain so until approval by the Pennsylvania Liquor Control Board of the transfer associated with this Agreement;
- D. that the License is not subject to any restrictions under the Pennsylvania Liquor Control Board's "conditional license" program;
- E. that the License has not been the subject of an inter-municipal transfer within the past five years
- F. that, if applicable, all notices and other requirements of the Bulk Sales Act and Pennsylvania Commercial Code has been complied with by Seller;
- G. that Seller has full and exclusive right, title and interest in said License and will convey same to Buyer by the within transfer; that all taxes, license fees, renewals, reports and returns required to be filed by Seller up to and including the date of settlement have been, or will be at such time, duly filed or proper arrangements made for filing the same with the requisite authorities as and when the same were due, and that all taxes due and payable by Seller to any governmental authority for the period of existence as liquor licensee, prior to the date of settlement, have been or will be paid for in full. In the event a suspension will be issued against the Seller that will be served by the Buyer, Buyer will receive credit towards the purchase price of Three Hundred Dollars (\$300.00) per day of suspension; and, Seller will bear all cost to convert suspension to a cash fine.
- H. Buyer has disclosed that all members, officers and stockholders do not have any interest in a wholesale or manufacturing license issued by the Pennsylvania Liquor Control Board.
- I. Seller hereby agrees to indemnify, hold harmless and defend Buyer from and against any claims or whatever nature against Seller in connection with its period of existence prior to the date of settlement. In the event that any demand is made upon Buyer for the payment of any moneys contrary to the covenants contained in this Agreement, Buyer agrees that they will promptly give notice of such demand to Seller;
- J. that Seller represents and warrants that there are not now, nor will there be in the future, any outstanding citations, hearings, suits, claims or proceedings which shall affect Seller's title to the License or interrupt the transfer of said License;
- K. In the event License, or the Seller's ownership of the License is subject to a complaint or citation by the PLCB, Seller agrees to, upon notification by the Pennsylvania Liquor Control Board, immediately file PLCB- 1947, Waiver Admission And Authorization, and take whatever steps are necessary to make the License eligible for transfer, including the immediate payment of any fine imposed, all at the sole expense of the Seller.
- L. In the event a suspension will be issued against the Seller that will be served by the Buyer, Buyer will receive credit towards the purchase price of Three Hundred Dollars (\$300.00) per day of suspension. If Buyer is not willing to serve Seller's suspension days, then Seller agrees to

immediately agree to execute all required documentation to convert the suspension day(s) into a cash fine which the Seller will be solely responsible for paying.

- M. The parties agree to execute a Letter of Withdrawal, addressed to the PLCB and to be held by the Seller's Attorney and/or its representative, requesting that the transfer application be withdrawn. A specimen copy of the Letter of Withdrawal is attached hereto as Exhibit 'A'. The original thereof may be presented to the PLCB upon the happening of any of the following events.
- a. Liquidated damages being paid to the Seller by reason of Buyer's default; or
 - b. The failure of Buyer to obtain the Final Order of Approval from the PLCB. Notwithstanding the foregoing, the Letter of Withdrawal shall not be submitted to the PLCB without five (5) business day's prior written notice to Buyer and his counsel; or
 - c. The dissolution of Buyer's corporation or partnership; or
 - d. Any indication of loss of financing for this transaction
5. Buyer agrees to retain Specialty Group to file and process the license transfer through to approval and closing for Eating Place Dispenser License E-4776.
- A. Buyer also gives Specialty Group, Sidney Sokoloff, or any of its agents to sign the Public Notice of Application Alcoholic Beverages Placard (PLCB-1296) on their behalf
6. This Agreement is contingent upon the approval by Pittsburgh (City) in Allegheny County and the Pennsylvania Liquor Control Board of the application of the transfer of Eating Place Dispenser License E-4776 under the terms set forth herein:
- A. Application for Inter-Municipal transfer will be submitted to the Pittsburgh (City) within seven (7) days of this Agreement being fully executed.
 - a. In the event that Pittsburgh (City) unreasonably withholds or is unable to issue a resolution approving the Inter-Municipal transfer within eight (8) weeks following the submission of the Application for Inter-Municipal approval; this Agreement may be declared null and void.
 - b. Buyer may request in writing as much as two (2), two (2) week extensions from Seller for the Inter-Municipal process.
 - c. Per Section 461 of the Liquor Code which allows a license to be transferred between municipalities, the Buyer is aware that the license must remain in the receiving municipality, Pittsburgh (City) for a period of five (5) years once the premises is operational.
 - B. Application for transfer will be submitted to the Pennsylvania Liquor Control Board along with the Public Notice of Application Alcoholic Beverages Placard (PLCB-1296) will be posted in a conspicuous place on the outside of the premises as required by the Liquor Code and Regulations of the Board within seven (7) days of receiving an approved resolution from Pittsburgh (City).
 - C. In the event the PLCB fails to grant approval of the application for transfer within 90 days from the date of application for transfer, either party may, at its option, declare this Agreement null and void, at which event all escrow funds shall be returned to Buyer, and the Demand Note referenced

in paragraph 2B. marked "Null and Void" and shall be returned to Buyer, with no liability accruing to either party herein.

D. Seven (7) calendar days prior to the expiration of the 90 day term as set forth above, Buyer may extend the term of this Agreement for three (3) successive additional months by executing an extension signed by Buyer and Seller (see Exhibit 'B'), accompanied by the payment to the Seller of the sum of \$1,000.00 (One Thousand Dollars and No Cents) for each additional month or part of any month to which the Buyer desires to extend the term of this Agreement. The extension payment or payments shall be non-refundable and shall be in addition to the purchase price of the License. The extension payment shall also be sent to Escrow Agent, and payable to seller upon approval of transfer of said License by PLCB

7. Each of the parties hereto agrees to execute all documents and perform all prerequisites reasonably necessary to best effectuate the transfer of this license as is herein contemplated. Each of the parties agrees to execute all necessary PLCB forms and appear at any necessary hearings. Each of the parties agrees to apply for all necessary governmental permits and to process the application for transfer with reasonable dispatch, the costs and fees for which shall be the responsibility of the Buyer. Seller shall be solely responsible for all costs and fees necessary to deliver the license in a transferrable condition free of all liens and encumbrances
8. The Buyer, without divesting itself of any liability hereunder, shall have the right to assign to its nominee all rights or obligations it may have under this Agreement without further consent of Seller.
9. It is agreeable by both Buyer and Seller that witnessed facsimile signatures and/or electronic signatures will be acceptable in this Agreement.
10. Settlement (i.e. Closing) will be at the offices of Specialty Group, 3205 McKnight East Drive, Pittsburgh, Pennsylvania within five (5) business days of Buyer receiving notification from PLCB that License was successfully transferred from Seller to Buyer. Payment at closing shall be made in the form of 'certified bank funds' only.
11. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior written and oral agreements, there are no oral understandings or agreements nor any written collateral understandings or agreements not specifically referred to in this Agreement, and shall be binding upon the successors and assigns of the parties hereto.
12. If any clause or provision of this Agreement shall be held to be illegal or invalid by any court, the invalidity of such clause or provision shall not affect any of the remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause or provision has not been contained herein and such affected clause or provisions shall be enforced to the fullest extent permitted by law.
13. This Agreement may be executed in counterparts.
14. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.
15. **DEFAULT**

A. **By Buyer:** If Buyer defaults Seller may elect to:(1) retain the Hand Money as liquidated damages as the parties agree that the Hand Money is a reasonable settlement of the Seller's damages and is not a penalty; If Seller chooses this remedy, upon notice to Buyer, this Agreement will be terminated and the parties released of further liability; or (2) apply the Hand Money toward Seller's

damages which may include, but not limited to, loss of bargain, consequential damages and attorney's fees prior to default.

B. **By Seller:** If Seller defaults Buyer may elect to: (1) rescind this Agreement and waive any claim for loss of bargain; and if Buyer chooses this remedy, Seller will cause to be paid to Buyer the Hand Money and the direct costs which Buyer incurred in preparation for settlement, including, without limitation, title examination fees, mortgage loan fees and expenses, survey costs, inspection costs and attorney's fees prior to Seller's default; when Seller has made such payments in full to Buyer this Agreement will terminate; or (2) file an action in court for specific performance including consequential damages; or (3) file an action at law for damages for loss of bargain, Buyer's direct cost in preparation for settlement as set forth in subparagraph (1) of this paragraph B and consequential damages. Buyer may bring and continue either an action for specific performance or an action at law or both until final judgment.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, the parties to this Agreement have hereto set their hands and seals on the day and year first above written.

BUYER: Pasha Cafe, LLC

Witness: _____

By: Selim Akyuz
Selim Akyuz

Its: Member

SELLER: Korner Pub, LLC

Witness: _____

By: Braudou Smith
Brandon Smith

Its: Member

Commercial Lease

MADE this 5 day of MAY, ²⁰²⁴~~18~~, by and between JACK COHEN

hereinafter called "LESSOR" and MUHARREM DEMIREL, SELICAN AKYUZ
AND ERDAL AKYUZ

hereinafter called "TENANT."

1. DEMISE AND TERM: LESSOR, hereby leases to TENANT for the term of 4 YEARS commencing on the 1ST day of JUNE, ~~2024~~ and ending on the 31ST day of MAY, ~~2025~~ (the "TERM") the following described premises in its present condition: 1ST FLOOR OF 808 104 ST, POH 15737. APPROXIMATELY 1900 SQ FEET TO BE USED AS A RESTAURANT. IT HAS 3 FIREPLACES WHICH CANNOT BE ALTERED AND HAS 1/2 OF BASEMENT

(the "PREMISES"). TENANT also has a nonexclusive license for the benefit of TENANT, its employees, agents and invitees for access to and from the leased premises through the building and over property of LESSOR appurtenant thereto, and to use those parts of the building designated by LESSOR for use by TENANTS including but not limited to toilet rooms, elevators and unrestricted parking areas, if any.

2. RENEWAL: TENANT, if not in default under this lease, may extend the Term of this lease by written notice to the LESSOR received no later than three months before the expiration of the previous Term, for an additional period of 5 year(s) at the renewal Rent stated below, under the terms of this same lease.

3. RENT: The TENANT covenants to pay as Rent the total sum of THIRTY NINE THOUSAND SIX HUNDRED PER YEAR Dollars (\$ 39,600), payable in installments of FIFTY THREE HUNDRED Dollars (\$ 3,300) per month, in advance without demand on or before the first day of each month at the office of the LESSOR. In the event of renewal of this lease, monthly rent for year(s) will be TO BE DETERMINED Dollars (\$) annually, payable in installments of Dollars Dollars (\$) per month without demand in advance on or before the first day of each month.

The TENANT shall pay all Rent when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any payment by TENANT or acceptance by LESSOR of a lesser amount than shall be due from TENANT to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against TENANT.

The TENANT waives to the LESSOR the benefit of all laws now or hereafter in force, in this State or elsewhere exempting property from liability for rent or for debt, including but not limited to Act No. 20 approved April 6, 1951, entitled "The Landlord And Tenant Act of 1951."

4. LATE CHARGES: Any provision of this lease to the contrary notwithstanding, TENANT shall pay a late charge in the amount of FIVE percent (5%) of the outstanding delinquent balance for any payment of Rent or Additional Rent not made within ten (10) days after the due date thereof to cover the extra expense involved in handling late payments. This charge is in addition to any other rights or remedies of the LESSOR.

5. ADDITIONAL RENT: TENANT shall pay as additional rental for the PREMISES, all gas and electricity used thereon, all garbage collection charges, all sanitary sewer charges or assessments, and all water rents assessed on the premises whether by meter rate or flat rate as due. On failure of TENANT to pay the same when due, LESSOR shall enforce payment thereof in the same manner as rent in arrears.

6. CONDITION OF PREMISES; USE OF PREMISES: The TENANT hereby agrees to maintain and keep the PREMISES during the term of this lease in good repair, including but not limited to water pipes, their connections and all plumbing fixtures. The TENANT also agrees to keep the PREMISES, including the common areas of the building, property of the LESSOR appurtenant thereto, and sidewalks free of rubbish, and in such condition as the Board of Health may require. TENANT further agrees to

the same in as good order as they now are, reasonable wear and tear and accidents by fire alone except

The LESSOR shall be responsible for making only the following repairs:

(1) ~~repairs to any sprinkler system or heating, ventilating or air-conditioning system serving the PREMISES, if and to the extent installed by LESSOR, and~~

(2) structural repairs to exterior walls, structural columns and structural floors which collectively enclose the PREMISES (excluding, however, storefronts) and the roof over the PREMISES; provided TENANT shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of TENANT, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. ASSIGNMENTS AND SUB-LETTING: The TENANT hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-let the premises or any part thereof, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease.

8. COMPLIANCE WITH PUBLIC LAWS: The TENANT further agrees to perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to said premises, or any part thereof, for any purpose or use in violation of any law, statute or ordinance, whether federal, state or municipal, during the term of said lease or any renewal thereof.

9. TERMINATION; VACATING THE PREMISES: This lease shall terminate at the end of the Term or any renewal thereof without the necessity of any notice from either LESSOR or TENANT to terminate the same, and TENANT hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force in Pennsylvania, including The Landlord And Tenant Act of 1961, Act of April 6, 1961, as amended. TENANT covenants and agrees to give up quiet and peaceful possession without further notice from said Lessor or agent.

10. SECURITY DEPOSIT: The TENANT ^{HUNDRED} contemporaneously with the first Rent installment, agrees to deposit with the LESSOR ~~THIRTY~~ ^{THIRTY} Dollars (\$ ~~300.00~~ ^{300.00}) which sum shall be held by the Lessor, without liability for interest, as security for the full faith and performance by Tenant of all of the terms, covenants and conditions of this lease by said Tenant to be kept and performed during the Term or any renewal thereof.

If Rent becomes overdue and is unpaid, or any other sum payable by the TENANT to the LESSOR shall be overdue and unpaid, then the LESSOR may at its discretion, appropriate and apply any portion of the deposit to the payment of such sum. It is also within the LESSOR'S discretion to use such deposit to compensate for loss or damage suffered or sustained by LESSOR due to a failure of the TENANT to keep and perform any of the other terms, covenants and conditions of this lease. Should the entire deposit, or any portion thereof, be applied by LESSOR for the above stated purposes, then TENANT shall remit a sufficient amount in cash to restore said security to the original sum deposited. Failure to do so within 5 days of the LESSOR'S written demand will result in breach.

Should TENANT comply with all of the terms of this lease, the deposit will be returned to TENANT in full within _____ days of the expiration of the term.

11. DISTRAINT: As additional security, TENANT acknowledges the LESSOR'S right to distrain, hold and sell with due legal notice all property on or to be brought on the premises in order to satisfy unpaid Rent, expenses, and Additional Rent. Any attempt by TENANT to remove said property while rents remain overdue will be deemed fraudulent and will result in the acceleration of rent, thereby causing all rent for the entire term to become due and payable. All goods so removed may be followed for 30 days and seized for the collection of unpaid amounts.

12. DEFAULT; BREACH: It is further agreed that if the said TENANT shall default in the payment of any installment of Rent or Additional Rent; or shall remove or attempt to remove or express or declare an intention to remove any of the goods and chattels from the premises, or should an execution be issued against the TENANT, bankruptcy proceeding be begun by or against said TENANT, or an assignment be made by TENANT for the benefit of creditors, or a receiver appointed for TENANT, then and in such case the entire Rent for the balance of the said Term shall become immediately due and payable. In case of such assignment, bankruptcy proceedings, appointment of a receiver, or of a sale on legal process of TENANT'S goods, LESSOR shall have the right to demand and receive the Rent for the balance of the Term, or renewal term which shall be first paid out of the proceeds of such assignment, bankruptcy or receiver's proceedings or sale on legal process, any law, usage or custom to the contrary notwithstanding.

ig,
to
is

ten
ing,
vall-
ems
Act
ection
means

lor, inc.
Publisher

or agreement by TENANT, with release (10%) for collection, and forthwith issue writ or writs of execution thereon, with release and without stay of execution, and inquisition and extension upon any levy on real estate is hereby expressly waived, and condemnation agreed to, and exemption of any and all property from levy and sale by virtue of any exemption law now in force or which may be hereafter passed is also expressly waived by TENANT.

In case of violation of any of the covenants or agreements in this lease by TENANT, the said TENANT further, at the option of said Lessor, authorizes and empowers any such attorney, either in addition to or without such judgment for the amount due according to the terms of this lease, to appear for said TENANT and confess judgment forthwith against TENANT, and in favor of LESSOR, in an amicable action of ejectment for the PREMISES above described, with all the conditions, fees, releases, waivers of stay of execution and waiver of exemption to accompany said confession of judgment in ejectment as are set forth herein for confession of judgment for said sum or sums due; and authorizes the entry of such action, confession of judgment therein, and the immediate issuing of a Writ of Possession and Writ of Execution for the amount of such judgment and costs.

In case of violation of any of the covenants or agreements in this lease by TENANT, the TENANT expressly waives to the LESSOR the benefits of Act No. 20, approved April 6, 1951, entitled "The Landlord and Tenant Act of 1951," requiring notice to vacate the PREMISES.

14. NOTICE TO VACATE UPON SALE OF PREMISES: The TENANT expressly waives to the LESSOR the benefits of Act No. 20, approved April 6, 1951, entitled "The Landlord And Tenant Act of 1951," requiring notice to vacate the PREMISES, and agrees to vacate the PREMISES at any time upon receiving day's notice in writing, in case of sale of said property.

15. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said PREMISES or building from any cause whatever that may at any time exist from the use or condition of the PREMISES or building from any cause, during the Term or any renewal thereof.

16. INCREASED TAXES: In the event the taxes, including those imposed by any municipality, County, or School District, levied and assessed against the real estate of which the PREMISES are a part are increased beyond that imposed for the year ~~1951~~, whether occasioned by an increase in millage or an increase in assessment or otherwise, the TENANT shall pay as Additional Rent its proportionate share of the increased taxes during the Term of this lease or any renewal thereof.

17. EXCLUSIVITY OF LESSOR'S REMEDIES: The receipt of rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the Tenant for possession or for rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires. The LESSOR may use the remedies herein given or those prescribed by law, or both, and the LESSOR or Agent may enter at will to inspect the premises, to take or send persons on said property, seeking to rent or purchase, make repairs or improvements and post notices of "To Let" and "For Sale."

18. SUCCESSORS AND ASSIGNS: All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the heirs, executors, administrators, successors and assigns of such party.

19. CONDEMNATION CLAUSE: In the event that all or a part of the PREMISES is taken by eminent domain or conveyed in lieu thereof, if the leased PREMISES cannot reasonably be used by TENANT for their intended purpose, then this lease will terminate effective as of the date that the condemning authority shall take possession of the same.

20. TENANT'S WAIVER OF DAMAGES AND EXCEPTIONS: TENANT hereby waives all claims against LESSOR by reason of a taking of the PREMISES and assigns to LESSOR any rights and damages to which TENANT might otherwise be entitled for condemnation of the leasehold estate created by this lease; except that TENANT shall be entitled to make any claim against the condemning authority for relocation damages, damages for tenant improvements and any other payments lawfully due tenants as such, without diminution of the sums due LESSOR.

21. FIRE CLAUSE: The TENANT hereby agrees to notify LESSOR of any damages to the leased PREMISES by fire or other hazard and also of any dangerous or hazardous condition within the leased PREMISES immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR as soon as reasonably may be done unless the costs of repairing the PREMISES exceed 25% of the replacement cost of the building. In which case the LESSOR may, at its option, terminate this lease by giving TENANT written notice of termination within forty-five (45) days of the date of the occurrence.

this lease upon nonperformance by the TENANT of any condition, covenant or provision hereinafter shall not be considered a waiver thereof, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

23. PAROL EVIDENCE CLAUSE: This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the TENANT. As such, it cannot be modified or amended in any way except in writing signed by the LESSOR and TENANT.

24. SUBORDINATION: This lease is subordinate to the lien of all present or future mortgages which affect the leased PREMISES and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative but in any event TENANT hereby agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance hereof; provided, however, that in the event of foreclosure of any such mortgage or modification TENANT shall attorn to the purchaser in foreclosure or who shall be named in any deed in lieu of foreclosure and shall recognize such purchaser as the LESSOR under this lease; and provided, further, that so long as TENANT is not in default hereunder, this lease shall remain in full force and effect.

25. SEVERABILITY CLAUSE: If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

26. PENNSYLVANIA LAW TO APPLY: This lease shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, the undersigned LESSOR and TENANT hereto execute this lease as of the day and date first above written.

WITNESS/ATTEST

[Signature]

By *[Signature]* (LESSOR)
Title _____
By *[Signature]* (LESSEE)
By *[Signature]* (LESSEE)
By *[Signature]*
Title *Owner*

Muhammed Demirel

[Signature]

LEASE
From

To

per
Rent \$
Payable
Expires
Assigns to
Reserved to
Reserved to
Reserved to

P. O. Maly Co., 427 Fourth Ave. Phila., PA 19219

Citation Case

Case Number: 2019-1589

Penalty: Fine, Fine (\$350)

Opened: Oct 9, 2019

Closed: Jan 22, 2020

VIOLATION(S)


24001 NOT A BONA FIDE EATING PLACE, FOOD NOT REQ. AND CUSTOMARILY PREPARED

CHARGE(S)

1. ON JULY 23, AUGUST 14 AND SEPTEMBER 11, 2019, YOUR LICENSED PREMISES WAS NOT A BONA FIDE EATING PLACE IN THAT YOU FAILED TO PROVIDE FOOD UPON REQUEST, IN VIOLATION OF SECTION 102 OF THE LIQUOR CODE, 47 P.S. SECTION 1-102. /TH

Signature Certificate

Reference number: ERFZJ-HDFCP-N8LNM-LZ2VE

Signer	Timestamp	Signature
Selim Akyuz Email: akyuzselimcan5@gmail.com		
Shared via link		
Sent:	15 Apr 2022 16:06:46 UTC	
Viewed:	18 Apr 2022 18:49:47 UTC	
Signed:	18 Apr 2022 18:50:03 UTC	
		IP address: 50.243.180.201 Location: New Kensington, United States

Document completed by all parties on
18 Apr 2022 18:50:03 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide

