

KIMBERLY CLARK-BASKIN, CMC
CITY CLERK



ASHLEY ROBINSON
ASSISTANT CITY CLERK

CITY OF PITTSBURGH
OFFICE OF THE CITY CLERK
CITY-COUNTY BUILDING

MEMORANDUM

**TO: PITTSBURGH CITY LAW DEPARTMENT
COMMANDER MARTIN DEVINE
ALLISON HARNDEN, NIGHTTIME ECONOMY COORDINATOR**

FROM: KIMBERLY CLARK-BASKIN, CITY CLERK

DATE: OCTOBER 10, 2023

SUBJECT: INTER-MUNICIPAL TRANSFER OF LIQUOR LICENSE

Attached please find an application requesting an inter-municipal transfer of a liquor license for Games N Axes, LLC, located at 2010 Josephine Street, Pittsburgh, PA 15203.

The above transfer was received in the City Clerk's Office on Tuesday, October 10, 2023, and will be introduced on Tuesday, October 17, 2023. The application meets the requirements set forth in Resolution 304 of 2002 and is in accordance with the Rules of Council.

Thank you for your attention.



SPECIALTY GROUP

REC'D CLERK'S OFFICE
OCT 10 PM 3:09

PUTTING PEOPLE BEHIND BARS & INTO RESTAURANTS SINCE 1986

VIA UPS TRACKING No.: 1Z32WV780393715121

October 5, 2023

Kimberly Clark-Baskin, City Clerk
510 City-County Building
Pittsburgh, PA 15219

RE: Games N Axes, LLC
Inter-Municipal Liquor License Transfer

Dear Ms. Clark-Baskin:


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 #113 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


Stephen Sobel
Loan & Licensing Coordinator
(412) 369-1555 ext. 2
Stephen@SpecialtyGroup.com

Enclosures as noted

SPECIALTY REAL ESTATE, LTD. | SPECIALTY BAR & RESTAURANT BROKERS | SPECIALTY LENDERS, LTD. | SPECIALTY LIQUOR LICENSE BROKERS

412.369.1555

3205 MCKNIGHT EAST DRIVE
PITTSBURGH, PA 15237

SPECIALTYGROUP.COM

APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER

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

1. License Number: R-9652

2. Name and address of the individual or entity to whom the license is being transferred ("applicant"):
Games N Axes, LLC - 2010 Josephine St,
Pittsburgh, PA 15203

3. If entity or corporation, please provide names and addresses of all principals:
John Conley - 2804 Edwards Way, Pittsburgh, PA 15203

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):
The Wheel Bar, Inc. - Estate of Sheila Kelly
3058 Washington Pike, Bridgeton, PA 15017
* Exhibit 'A' - License Purchase Agreement

5. Reason(s) that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:
License is being sold to family member from the
estate.

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

2010 Josephine St, Pittsburgh, PA 15203

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

Restaurant and arcade establishment

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

Leased from landlord Conley Investments, LLC
— owned 100% by John Conley
* Exhibit 'B' — Lease Agreement

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

No zoning approval required.
Valid health permit has been issued.

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

* Exhibit 'C' — Business Plan

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

No financing is necessary

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

* Exhibit 'D' - List of businesses with ownership interest

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:

n/a

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

John Conley has ownership in 12 licensed establishments.

In total, there have been 6 citations

* Exhibit 'E' - List of licenses & highlighted citations

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

None

* Exhibit 'F' - PA State Police Criminal Record Check

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

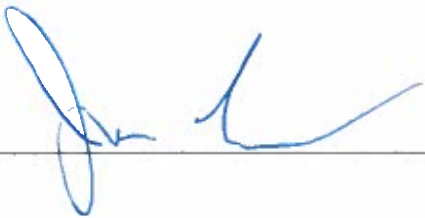
John has lived in Suterside his entire life and
went to the arcade all of the time. When the owners
announced they were closing, John stepped in to make sure
that the legacy lived on.

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

VERIFICATION

I, John Conley, 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: 10-4-23



Buyer J.C.
Seller L.C.

RECORD CLERK'S OFFICE
2023 OCT 10 PM 3:10

LICENSE PURCHASE AGREEMENT

THIS LICENSE PURCHASE AGREEMENT (hereinafter "Agreement"), made and entered into on this 14th day of September, 2023, by and between The Wheel Bar, Inc., a Pennsylvania Corporation (hereinafter "Seller") and Games N Axes, LLC a Pennsylvania limited liability company (hereinafter "Buyer")

WHEREAS, Seller is the owner of a certain Pennsylvania Restaurant Liquor License R-9652, LID-34008 (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 Bar/Restaurant at the premises located at 2010 Josephine Street, Pittsburgh, PA 15203.

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 Restaurant Liquor License R-9652, LID-34008 which is issued for premises 3508 Washington Pike, Bridgeville, PA, 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 2010 Josephine Street, Pittsburgh, PA, 15203, subject to the conditions contained herein.
2. The purchase price for the sale and transfer of said License shall be Four Thousand Six Hundred Fifty Dollars (\$4,650.00), payable as follows:
 - A. Four Thousand Six Hundred Fifty Dollars (~~\$4,650.00~~) 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 September 20, 2023 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.

a. In the event any money is owed to the PA Department of Revenue, PA Department of Labor & Industry and/or Allegheny County Drink Tax on behalf of the Seller, Buyer agrees to pay any outstanding debts to any and all of the tax bodies.

- 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. The transfer of License is the responsibility, and separate expense, for the Buyer. Buyer agrees to retain Specialty Group's service to file and process the license transfer through to approval and closing for Restaurant Liquor License R-9652.
 - 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. Buyer and Seller acknowledge that the Safekeeping Expiration date for License is November 1, 2023. Buyer must submit a transfer application or pay the Safekeeping Extension fee of Ten Thousand Dollars (\$10,000.00) to the PLCB prior to November 1, 2023. If action is not taken by November 1, 2023 the PLCB will revoke the license and it will no longer be transferrable. This fee will be nonrefundable.
- 7. Buyer and Seller acknowledge License expired on May 31, 2022. Renewal and Validation for the June 1, 2022, to May 31, 2023 licensing term and June 1, 2023 to May 31, 2024 licensing term must be filed and approved by the PLCB. Buyer and Seller acknowledge that a transfer application cannot be submitted until the license has been renewed and validated to the current licensing term.
- 8. 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 Restaurant Liquor License R-9652 under the terms set forth herein:
 - A. Application for Inter-Municipal transfer will be submitted to the Pittsburgh (City) within five (5) 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 120 days from the date of application, 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 120 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
9. 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. Buyer shall be solely responsible for all costs and fees necessary to deliver the license in a transferrable condition free of all liens and encumbrances on behalf of the Seller.
 10. 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.
 11. It is agreeable by both Buyer and Seller that witnessed facsimile signatures and/or electronic signatures will be acceptable in this Agreement.
 12. A commission will be paid to Specialty Lenders, Ltd. for the sale of the license in the amount of One Thousand Dollars (\$1,000.00) which will be paid at the closing for the sale of License. The commission will be the responsibility of the Buyer.
 13. 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.
 14. 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.
 15. 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.
 16. This Agreement may be executed in counterparts.
 17. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.
 18. **DEFAULT**
 - A. **By Buyer:** If Buyer defaults Seller may elect to pay the \$10,000.00 extension of safekeeping fee to the Pennsylvania Liquor Control Board as liquidated damages.

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 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: Games N Axes, LLC

Witness: _____

By: John Couley
John Conley

Its: Member

SELLER: The Wheel Bar, Inc., Estate of Sheila Kelly

Witness: _____

By: Lisa Couley
Lisa Marlo Conley

Its: Executrix

PENNSYLVANIA COMMERCIAL LEASE AGREEMENT

I. The Parties. This Commercial Lease Agreement ("Agreement") made this 12th of June, 2021 by and between:

Landlord. Coxley Investments LLC [Landlord's Name], of 2801 Edwards Way Pgh [Landlord's Street Address], State of PA, ("Landlord")

AND

Tenant. James N' Axes [Tenant's Name], of 2010 Josephine Street [Tenant's Street Address], State of PA, ("Tenant"). Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

II. DESCRIPTION OF LEASED PREMISES. The Landlord agrees to lease to the Tenant the following described 14,000 square feet (SF) of Retail [Type of Space] located at 2010 Josephine Street [Property Street Address], State of Pennsylvania.

Additional Description: NA

Hereinafter known as the "Premises".

III. USE OF LEASED PREMISES. The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose: Operate Arcade

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Landlord only.

IV. TERM OF LEASE. The term of this Lease shall be for a period of 20 year(s) month(s) commencing on the 15th day of June, 2021 and expiring at Midnight on the 15th day of June, 2024. ("Initial Term")

V. BASE RENT. The net monthly payment shall be 7500 dollars (\$ 7500), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 10th day of each month ("Base Rent"). Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

VI. OPTION TO RENEW: (check one)

- Tenant may not renew the Lease.

- Tenant may have the right to renew the Lease with a total of 2 renewal period(s) with each term being 10 year(s) month(s) which may be exercised by giving

written notice to Landlord no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (check one)

- Not increase.

- Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

- Increase by ____ %

- Increase by _____ dollars (\$ _____)

VII. EXPENSES. [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

- **GROSS.** Tenant's Initials PC Landlord's Initials LL

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Tenant is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Tenant will provide and maintain personal liability and property damage insurance as a tenant, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord as an "also named insured", and shall provide the Landlord with a copy of such insurance certification or policy prior to the effective date of this Lease.

- **MODIFIED GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the Intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Tenant shall be obligated to pay the following monthly expenses: Utilities

Landlord shall pay the following monthly expenses: None

- **TRIPLE NET (NNN)**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. **Operating Expenses.** The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. **Taxes.** Tenant shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.
- III. **Insurance.** Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises is located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

VIII. SECURITY DEPOSIT. In addition to the above, a deposit in the amount of 7500 dollars (\$ 7500), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Landlord in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord.

IX. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any

attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible payment, except the following NA.

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

X. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

XI. OBLIGATIONS OF TENANT. The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XII. INSURANCE. In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

XIII. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

XIV. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XV. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be

deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 10 days after due date shall accrue a payment penalty of one of the following:

(check one)

- Interest at a rate of 0 percent (0 %) per annum on a daily basis until the amount is paid in full.

- Late fee of 250 dollars (\$) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

XVI. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

XVII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant 's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

XVIII. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

XIX. MISCELLANEOUS TERMS.

- I. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- II. Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the City of Polk [Municipality]. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Tenant: The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the

Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

V. Right of Entry: It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XX. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Pennsylvania.

XXIV. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Cody Investments LLC
2104 Philadelphia Way
PA 15203

Tenant
Games N' Arts
2010 Josephine Street
PA 15203

XXV. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 12th day of July, 2021.

Landlord's Signature
[Signature]

Printed Name
John Conley

Tenant's Signature
[Signature]

Printed Name
John Conley

Tenant's Signature

Printed Name

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me appeared _____, as **LANDLORD** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me appeared _____, as **TENANT(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires: _____

Exhibit 'C'

Business Plan- Games N' Axes

Games N' Axes is the revival of Games N' At with additional features. Games N' At featured arcade games, pinball games, duck pin bowling lanes, air hockey, billiards, and other family friendly experiences. The new iteration will include the long-time favorites as well as axe throwing. To better serve their clientele, Games N' Axes will offer food and beverage options, including the addition of a liquor license.

Games N' Axes will operate in the South Side neighborhood of Pittsburgh. It is a vibrant area that is frequently populated by college students and business professionals. The location is walkable and features plenty of available parking in the area for commuters.

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:12

Exhibit 'D'

Businesses with Ownership Interest	Address
Beandog's Beer-N-Burgers Pub	531 N Center Ave, Somerset, PA 15501
Rodi Lounge	604 Tulip Rd, Pittsburgh, PA 15235
Carrick Lounge	1144 Brownsville Rd, Pittsburgh, PA 15210
Pelicans Landing	10959 State Hwy 18, Conneaut Lake, PA 16316
Playmakers Pub	416 North St, Meadville, PA 16335
Michael's Lounge	331 Singer Ave, McKees Rocks, PA 15136
Broad Street Bistro	1025 Broad St, North Versailles, PA 15137
Good Time Bar	1304 Evergreen Ave, Pittsburgh, PA 15209
Big Chief's Café	307 N Craig St, Pittsburgh, PA 15213
Fatboys Saloon	12714 Dicksonburg Rd, Conneautville, PA 16406
Nighthawks	13518 PA-18, Conneaut Lake, PA 16316
Knuckleheads Saloon	1866 Penn Ave, Jerome, PA 15937

REC'D CLERK'S OFFICE
2023 OCT 10 PM 3:12

BEANDOG'S BEER-N-BURGERS PUB*Exhibit 'E'*531 N CENTER AVE STE 101
SOMERSET PA 15501-1437**LICENSE INFORMATION**

Status: **Active**
 License Type: Eating Place Retail Dispenser (Malt)
 LID Number: 65836
 License Number: E3396
 Licensee: SOMERSET PIZZA PARTNERS LLC
 County: Somerset County
 Municipality: Somerset

PREMISES

Name: BEANDOG'S BEER-N-BURGERS PUB
 Owner: n/a
 Manager: JENNA M ALTMAYER

OFFICERS

JOHN D CONLEY (SOLE MEMBER)

PERMITS / SECONDARY LICENSES

Type
 Amusement Permit (Malt)
 Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>2005-0040</u>	42711	Jan 26, 2005	Jun 8, 2010	Fine and Suspension, Fine (\$1100)
<u>2014-0250</u>	65836	Feb 21, 2014	Sep 16, 2014	Fine, Fine (\$500)
<u>2014-1834</u>	65836	Sep 15, 2014	Dec 5, 2014	Fine, Fine (\$150)

gambling or lotteries
Smoking

REC'D CLERK'S OFFICE
2023 OCT 10 PMS:12

RODI LOUNGE

604 TULIP RD
PITTSBURGH PA 15235-0462

LICENSE INFORMATION

Status: **Active**
 License Type: Restaurant (Liquor)
 LID Number: 69687
 License Number: R19646
 Licensee: JJ & LBJ LLC
 County: Allegheny County
 Municipality: Penn Hills Twp

PREMISES

Name: RODI LOUNGE
 Owner: n/a
 Manager: HARRIET HARTLE

OFFICERS

JAMES GRADNIK (PRES-TREAS)
 JOHN D CONLEY (SECY)

PERMITS / SECONDARY LICENSES

Type
 Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>1988-1942</u>	20419	Mar 31, 1989	Jan 3, 1990	Fine, Fine (\$450)
<u>1996-1592</u>	20419	Jul 30, 1996	Oct 2, 1996	Fine, Fine (\$500)
<u>2010-0335</u>	20419	Mar 5, 2010	May 25, 2010	Fine, Fine (\$400)
<u>2017-0949-C</u>	69687	Jul 28, 2017 <i>File to 20 y-o.</i>	Sep 27, 2017	Fine, Fine (\$1400)

REC'D CLERK'S OFFICE
 2023 OCT 10 PM3:12

CARRICK LOUNGE

1144 BROWNSVILLE RD
PITTSBURGH PA 15210-3661

LICENSE INFORMATION

Status: **Active**
 License Type: Restaurant (Liquor)
 LID Number: 94716
 License Number: R7743
 Licensee: CARRICK LOUNGE LLC
 County: Allegheny County
 Municipality: Pittsburgh

PREMISES

Name: CARRICK LOUNGE
 Owner: CARRICK LOUNGE LLC
 Manager: JOHN D CONLEY

OFFICERS

JOHN D CONLEY (MEM 100%)

PERMITS / SECONDARY LICENSES

Type
 Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>1996-1669</u>	35851	Aug 21, 1996	Mar 5, 1997	Fine, Fine (\$500)
<u>2000-0615</u>	35851	May 24, 2000	Jul 17, 2000	Withdrawn, Fine (\$0)
<u>2000-0847</u>	35851	Jun 23, 2000	Sep 22, 2000	Fine, Fine (\$600)
<u>2002-1672</u>	35851	Sep 18, 2002	Jan 22, 2003	Suspension, Fine (\$0)
<u>2002-1982</u>	35851	Nov 12, 2002	Feb 19, 2003	Suspension, Fine (\$0)
<u>2004-0764-X</u>	35851	May 3, 2004	Jul 6, 2004	Fine, Fine (\$150)
<u>2011-0325</u>	35851	Mar 4, 2011	Aug 23, 2011	Suspension, Fine (\$0)
<u>2016-1049</u>	35851	Aug 5, 2016	Oct 3, 2016	Fine, Fine (\$450)
<u>2017-0588</u>	35851	May 15, 2017	Jul 11, 2017	Fine, Fine (\$950)
<u>2019-1344</u>	94716	Aug 28, 2019	Dec 30, 2019	Fine, Fine (\$150)

Manager change not reported

REC'D CLERK'S OFFICE
 2023 OCT 10 PM 3:12

PELICANS LANDING

10959 STATE HWY 18
CONNEAUT LAKE PA 16316

LICENSE INFORMATION

Status: Active
License Type: Restaurant (Liquor)
LID Number: 105213
License Number: R17699
Licensee: PELICAN LANDING III LLC
County: Crawford County
Municipality: Sadsbury Twp

PREMISES

Name: PELICANS LANDING
Owner: CONLEY INVESTMENTS, LLC
Manager: KAYLIN A BELL

OFFICERS

JOHN D CONLEY (MEMBER 100%)

PERMITS / SECONDARY LICENSES

Type
Amusement Permit (Liquor)
Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>2015-1328</u>	61690	Jul 29, 2015	Oct 7, 2015	Fine Fine (\$1400)

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:13

PLAYMAKERS PUB

414-416 NORTH ST
MEADVILLE PA 16335

LICENSE INFORMATION

Status: Active
License Type: Restaurant (Liquor)
LID Number: 105413
License Number: R6279
Licensee: PLAYMAKERS LLC
County: Crawford County
Municipality: Meadville

PREMISES

Name: PLAYMAKERS PUB
Owner: CONLEY INVESTMENTS, LLC
Manager: TINA LYNN DERBY

OFFICERS

JOHN D CONLEY (Member 100%)

PERMITS / SECONDARY LICENSES

Type
Amusement Permit (Liquor)
Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>2017-1104</u>	29813	Aug 25, 2017	Nov 13, 2017	Fine, Fine (\$300)
<u>2017-1374-C</u>	29813	Oct 16, 2017	Jan 25, 2018	Fine, Fine (\$1900)
<u>2018-1114</u>	29813	Aug 10, 2018	Oct 3, 2018	Fine, Fine (\$350)
<u>2019-1039</u>	29813	Jul 17, 2019	Dec 4, 2019	Fine, Fine (\$250)

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:18

MICHAEL'S LOUNGE

331 SINGER AVE
MCKEES ROCKS PA 15136-2343

LICENSE INFORMATION

Status: Expired
License Type: Restaurant (Liquor)
LID Number: 108202
License Number: R10035
Licensee: MICHAELS LOUNGE 2 LLC
County: Allegheny County
Municipality: Mckees Rocks

PREMISES

Name: MICHAEL'S LOUNGE
Owner: AMIX HOLDINGS LP
Manager: BRITTANY L THORNTON

OFFICERS

JOHN D CONLEY (LLC MGR / MBR 100%)

PERMITS / SECONDARY LICENSES

Type
Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>2022-1026</u>	108202	Aug 26, 2022	Apr 14, 2023	Fine, Fine (\$250)
<u>2010-0568</u>	52725	Mar 24, 2010	Jun 11, 2010	Fine, Fine (\$200)
<u>2016-0246</u>	52725	Feb 26, 2016	May 12, 2016	Fine, Fine (\$600)

manager RAMP training incomplete

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:13

BROAD STREET BISTRO LLC

1025 BROAD ST
NORTH VERSAILLES PA 15137-2101

LICENSE INFORMATION

Status: Active
License Type: Restaurant (Liquor)
LID Number: 108830
License Number: R19118
Licensee: BROAD STREET BISTRO LLC
County: Allegheny County
Municipality: N Versailles Twp

PREMISES

Name: BROAD STREET BISTRO LLC
Owner: TSA HOLDINGS
Manager: MICHELLE L HAHNE

OFFICERS

JOHN D CONLEY (MEM 100%)

PERMITS / SECONDARY LICENSES

Type
Amusement Permit (Liquor)
Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>1998-0980</u>	40150	May 21, 1998	Aug 13, 1998	Fine, Fine (\$1250)
<u>2003-1404</u>	40150	Aug 22, 2003	Jul 6, 2004	Fine, Fine (\$400)
<u>2004-1863</u>	40150	Nov 2, 2004	Jan 7, 2005	Fine, Fine (\$300)
<u>2010-2510</u>	59524	Dec 15, 2010	May 2, 2011	Fine, Fine (\$300)
<u>2011-0418</u>	59524	Mar 14, 2011	Jun 23, 2011	Fine, Fine (\$1100)
<u>2011-1208</u>	59524	Jul 13, 2011	Dec 20, 2011	Fine, Fine (\$600)
<u>2013-0473</u>	59524	Mar 11, 2013	May 30, 2013	Fine, Fine (\$800)
<u>2015-1523</u>	69762	Aug 26, 2015	Jan 8, 2016	Fine, Fine (\$250)
<u>2015-1824</u>	69762	Oct 19, 2015	Feb 1, 2016	Fine, Fine (\$2500)
<u>2016-1627</u>	69762	Dec 9, 2016	Mar 6, 2017	Fine, Fine (\$1600)
<u>2019-0456</u>	69762	Mar 22, 2019	Aug 22, 2019	Fine, Fine (\$200)

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:13

GOOD TIME BAR LLC

1304 EVERGREEN AVE
MILLVALE
PITTSBURGH PA 15209-1642

LICENSE INFORMATION

Status: **Active**
License Type: Restaurant (Liquor)
LID Number: 108860
License Number: R9167
Licensee: GOOD TIME BAR LLC
County: Allegheny County
Municipality: Millvale

PREMISES

Name: GOOD TIME BAR LLC
Owner: CHARLES W & BETSY A EIDENMILLER
Manager: AMY GOLDBERG

OFFICERS

JOHN D CONLEY (MEMBER 100%)

PERMITS / SECONDARY LICENSES

Type
Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
2022-1291	108860	Nov 16, 2022	Jul 11, 2023	Fine, Fine (\$300)

manager change not reported

REC'D CLERK'S OFFICE
2023 OCT 10 PM 8:13

BIG CHIEF'S CAFE LLC305-307 N CRAIG ST
PITTSBURGH PA 15213**LICENSE INFORMATION**

Status: Active
License Type: Restaurant (Liquor)
LID Number: 110928
License Number: R9630
Licensee: BIG CHIEF'S CAFE LLC
County: Allegheny County
Municipality: Pittsburgh

PREMISES

Name: BIG CHIEF'S CAFE LLC
Owner: BCC HOLDINGS LLC
Manager: JEFFREY J ROHM

OFFICERS

JOHN D CONLEY (MEMBER 100%)

PERMITS / SECONDARY LICENSES

Type
 Amusement Permit (Liquor)
 Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>1997-0499</u>	32793	Apr 21, 1997	Jan 8, 1998	Fine, Fine (\$200)
<u>2007-2209</u>	32793	Oct 2, 2007	Apr 1, 2008	Fine, Fine (\$550)
<u>2011-2013</u>	32793	Nov 28, 2011	Apr 3, 2012	Fine, Fine (\$1250)
<u>2014-0651</u>	32793	Apr 11, 2014	Dec 3, 2014	Fine, Fine (\$300)
<u>2015-0681</u>	32793	Apr 22, 2015	Sep 1, 2015	Fine, Fine (\$400)
<u>2019-0680</u>	32793	May 3, 2019	Jul 11, 2019	Fine, Fine (\$200)
<u>2020-0828-C</u>	32793	Sep 21, 2020	Aug 6, 2021	Fine, Fine (\$1500)

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:13

FATBOYS SALOON

12714 DICKSONBURG RD
 CONNEAUTVILLE PA 16406-1522

LICENSE INFORMATION

Status: Active
License Type: Restaurant (Liquor)
LID Number: 112992
License Number: R18207
Licensee: FATBOY'S SALOON LLC
County: Crawford County
Municipality: Summerhill Twp

PREMISES

Name: FATBOYS SALOON
Owner: FATBOY'S SALOON LLC
Manager: L KATE MILLER-DEROSS

OFFICERS

JOHN D CONLEY (P/S/T)

PERMITS / SECONDARY LICENSES

Type
 Amusement Permit (Liquor)
 Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
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REC'D CLERK'S OFFICE
 2023 OCT 10 PM3:13

NIGHTHAWKS LLC

13518 PA-18
 CONNEAUT LAKE PA 16316

LICENSE INFORMATION

Status: Active
 License Type: Restaurant (Liquor)
 LID Number: 113571
 License Number: R18529
 Licensee: NIGHTHAWKS LLC
 County: Crawford County
 Municipality: Summit Twp

PREMISES

Name: NIGHTHAWKS LLC
 Owner: NIGHTHAWKS LLC
 Manager: DANIELLE C ARPIN

OFFICERS

JOHN D CONLEY (SOLE MEMBER 100%)

PERMITS / SECONDARY LICENSES**Type**

Amusement Permit (Liquor)
 Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>1988-2553</u>	19477	Jun 1, 1989	Sep 20, 1989	Fine, Fine (\$550)
<u>1991-0528</u>	19477	Mar 8, 1991	Dec 5, 1991	Fine, Fine (\$250)
<u>1991-2900</u>	19477	Dec 9, 1991	Jun 9, 1992	Suspension, Fine (\$0)
<u>1994-0408</u>	19477	Mar 30, 1994	Oct 24, 1994	Suspension, Fine (\$0)
<u>2014-0031</u>	19477	Jan 22, 2014	Mar 25, 2014	Fine, Fine (\$1400)
<u>2014-1682</u>	19477	Aug 25, 2014	Nov 13, 2014	Fine, Fine (\$2000)

REC'D CLERK'S OFFICE
 2023 OCT 10 PM3:13

KNUCKLEHEADS SALOON

1866 PENN AVE
P O BOX 116
JEROME PA 15937-0116

LICENSE INFORMATION

Status: Active
License Type: Restaurant (Liquor)
LID Number: 115015
License Number: R16458
Licensee: EMPTYNET LLC
County: Somerset County
Municipality: Conemaugh Twp

PREMISES

Name: KNUCKLEHEADS SALOON
Owner: n/a
Manager: BRENDA R ZEGLIN

OFFICERS

JOHN D CONLEY (Member 100%)

PERMITS / SECONDARY LICENSES**Type**

Amusement Permit (Liquor)
Sunday Sales Permit

CITATION CASE(S)

Case	LID Number	Opened	Closed	Penalty
<u>2002-0137</u>	17980	Jan 28, 2002	Apr 18, 2002	Fine, Fine (\$75)
<u>2020-1130</u>	90268	Dec 11, 2020	Jun 30, 2022	Suspension
<u>2021-0206</u>	90268	Feb 12, 2021	May 11, 2022	Fine, Fine (\$1250)

REC'D CLERK'S OFFICE
2023 OCT 10 PM3:13

Pennsylvania State Police

Exhibit 'F1

1800 Elmerton Avenue
Harrisburg, Pennsylvania 17110

Response for Criminal Record Check

TELEPHONE (412) 527-1085

2804 EDWARDS WAY
PITTSBURGH PA 15203

REC'D CLERK'S OFFICE
2023 OCT 10 PM 3:14

TO WHOM IT MAY CONCERN:

THE PENNSYLVANIA STATE POLICE DOES HEREBY CERTIFY THAT:

Name: conleyjohn
 Date of Birth: 11/02/1995
 Social Security #: xxx-xx-2761
 Sex: M
 Race: White
 Date of Request: 10/04/2023
 04:15 PM
 Purpose of Request: Other

Maiden Name
 and/or Alias (1)
 (2)

(3)
 (4)
 (5)

*** HAS NO CRIMINAL RECORD IN PENNSYLVANIA BASED ON A CHECK BASED ON THE ABOVE IDENTIFIERS - REFER TO CONTROL #R29860595 ***

THE RESPONSE IS BASED ON A COMPARISON OF DATA PROVIDED BY THE REQUESTOR AGAINST INFORMATION CONTAINED IN THE FILES OF THE PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY ONLY. PLEASE CONFIRM IDENTIFIERS PROVIDED. POSITIVE IDENTIFICATION CANNOT BE MADE WITHOUT FINGERPRINTS. THE PENNSYLVANIA STATE POLICE RESPONSE DOES NOT PRECLUDE THE EXISTENCE OF CRIMINAL RECORDS WHICH MIGHT BE CONTAINED IN THE REPOSITORIES OF OTHER LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCIES. THE INFORMATION ON THIS CERTIFICATION FORM CAN BE VALIDATED BY ACCESSING THE PENNSYLVANIA ACCESS TO CRIMINAL HISTORY (PATCH) RECORD CHECK STATUS SCREEN (<https://epatch.pa.gov/RcStatusSearch>) AND SUBMITTING A STATUS CHECK REQUEST THAT CONTAINS THE FOLLOWING - SUBJECT'S NAME (EXACTLY AS INITIALLY ENTERED), CONTROL NUMBER AND DATE OF REQUEST. PATCH WILL FIND AND DISPLAY THE CORRESPONDING RECORD CHECK REQUEST. DETAILS ON THE REQUEST CAN BE VIEWED BY CLICKING ON THE CONTROL NUMBER. YOU WILL BE ABLE TO VERIFY IF THIS REQUEST WAS SENT OUT AS A NO RECORD OR RECORD RESPONSE BY THE PENNSYLVANIA STATE POLICE. QUESTIONS CONCERNING THIS CRIMINAL RECORD CHECK SHOULD BE DIRECTED TO THE PATCH HELP LINE TOLL FREE AT 1-888-QUERY-PA (1-888-783-7972).

Certified by:

Lt. Earl H. Rhoades
 Director, Criminal Records and Identification
 Division
 Pennsylvania State Police

DISSEMINATED ON: 10/04/2023
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