

KIM CLARK-BASKIN, CMC
CITY CLERK



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

MEMORANDUM

TO: PRESIDENT AND ALL COUNCIL MEMBERS
FROM: KIM CLARK-BASKIN, CITY CLERK *KCB*
DATE: SEPTEMBER 27, 2022
SUBJECT: INTER-MUNICIPAL TRANSFER OF LIQUOR LICENSE

Attached please find an application from Da Village Social Club Plus Incorporated, requesting an inter-municipal transfer of a liquor license for 48 Greenway Drive, Pittsburgh, PA 15204.

The above transfer was received in the City Clerk's Office on Tuesday, September 27, 2022, and will be introduced on Tuesday, October 4, 2022. 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.

MICHAEL J. HUDOCK & ASSOCIATES, P.C.

The Oakmont Docks
12 Huston Road
Oakmont, PA 15139

Telephone: (412) 828 – 0459 Facsimile: (412) 291- 3396 E-Mail: michaelhudock@comcast.net

September 22, 2022

OFFICE OF THE CITY CLERK
CITY OF PITTSBURGH
510 CITY – COUNTY BUILDING
PITTSBURGH, PA 15219-2457

REC'D CLERK'S OFFICE
2022 SEP 27 AM 11:21

ATTENTION: BRENDA F. PREE, CMC
CITY CLERK

RE: DAVILLAGE SOCIAL CLUB PLUS
APPLICATION FOR INTER-MUNICIPAL LIQUOR LICENSE TRANSFER

Dear Ms. Pree:

Enclosed please find the completed above-referenced Application with accompanying exhibits as referenced therein along with Check No. 1001, made payable to the City of Pittsburgh in the amount of \$520.00, representing the filing fee for the same. Once you have had an opportunity to review the enclosed materials, please feel free to contact me at (412) 607 – 9753 or at michaelhudock@comcast.net to discuss the Application and any additional information or documentation that you may require. We look forward to being placed on the next available City Council Public Meeting schedule.

Very truly yours,
MICHAEL J. HUDOCK & ASSOCIATES, P.C.


Michael J. Hudock, III

cc: DaVillage Social Club Plus/Karen Mitchell/Sharee Walker

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: CC-1193 (the "Liquor License")

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

Da Village Social Club Plus Incorporated (a Pennsylvania not-for-profit corporation)
48 Greenway Drive
Pittsburgh, PA 15204

3. If entity or corporation, please provide names and addresses of all principals:

Karen Mitchell: 2738 Merwyn Avenue, Pittsburgh, PA 15204 (President & Board of Director)

Sharee D. Walker: 1459 Harlow Street, Pittsburgh, PA 15204 (Secretary/Treasurer & Board of Director)

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

White Hawks Social Club
% Marjorie T. White, President
1025 Whitney Court #61
Latrobe, PA 15650

[The Liquor License (currently in safekeeping) is issued for 77 Universal Road, Penn Hills, Allegheny County, PA 15235] See attached copy of Purchase and Escrow Agreement.

5. Reasons that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:

Applicant, after a due and diligent search, was unable to find and negotiate a deal with any holder of an available PLCB approved City of Pittsburgh club/catering club license for sale.

[Please Note: The premises at 48 Greenway Drive, Pittsburgh, PA 15204 was previously licensed by the PLCB to B.A.L.W.E.M. Connolly Club, Inc., a club and entertainment venue, 2001 - 2016; but, on 03/7/2016, B.A.L.W.E.M. Connolly Club, Inc. sold the premises to Shield Properties, LLC, (the party from which the current owner/landlord, Melanin Properties, LLC (see ¶8,below), acquired the property by deed dated 12/10/2021), and that liquor license was not included as part of the transaction. The premises has a long operational history as a PLCB licensed club and entertainment venue. The proposed operation would be a more restrictive use, inasmuch as the Liquor License proposed to be transferred is a private club catering license.

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

DA VILLAGE SOCIAL CLUB PLUS INCORPORATED
48 Greenway Drive
Pittsburgh, PA 15204

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

The Applicant operates a private social club and intends to acquire a PLCB catering club license which is the subject of this application, with the primary purposes of uniting and fostering good-fellowship and social interaction/engagement among the residents of its local community and advancing and enhancing the participation and success in the community as a whole of its members and their guests in a safe, secure and well appointed facility. Membership to the club is available for 25 years and older adults, subject to the Club's membership criteria, with multiple membership packages available. The first floor of the Applicant's property serves as the main club/bar space, with card/dining tables, pool table and dart machine, small stage, and kitchen facilities, and offers breakfast, lunch/dinner and late-night menus of deliciously prepared foods at affordable prices (see attached sample menus), for its members and permitted guests and also available for take-out to the community-at-large. The second floor, with kitchen facilities, full service bar, and large stage and dance floor area, will be used to provide events/entertainment for its members (special themed parties, sporting event parties, music and talent showcases, fitness workshops, etc.) and will also be available for rent by members as a full service banquet hall and event facility for private weddings, adult and adult supervised/chaperoned birthday parties, baby showers, holiday parties, business meetings, fundraisers, etc.. (See attached floor plans for the two floors of the property, exterior photos, interior photos of both floors, and photos of prior events held at the facility.) Applicant further intends to work with other non-profit charitable organizations to provide its second floor banquet hall/event space free of rental charge through an annual contest for the betterment of the community.

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

See attached copy of 04/01/2022 Triple Net Lease, between Melanin Properties, LLC, as Landlord, and Da Village Social Club Plus, LLC, as Tenant, with an initial term of 5 years, with rent set at a stable \$1,750.00/month, and 2 options to renew for an additional 5 year term each. The commencement date of the Lease is upon PLCB approval of the transfer of the Liquor License. Also please see the attached copy of the Deed, dated 12/10/2021, by which the Landlord, Melanin Properties, LLC, acquired title to the property.

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:

See attached copy of the City of Pittsburgh Occupancy Permit associated with the premises and copy of the City of Pittsburgh Maximum Occupancy Load Placard

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

See attached copy of Applicant's Business Plan

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

Please see attached copies of the \$135,000.00 loan documentation from Invest Pittsburgh, Inc. to Melanin Properties, LLC, the Landlord (see Item #8, above), the proceeds of which were/are being/will be used for all of the exterior and interior improvements made, being made and to be made to the property and purchase of equipment (for a turn-key facility) and to fund a loan from Melanin Properties, LLC to Applicant to acquire the PLCB License which is the subject of this application and associated costs. Attached also please find of Da Village Social Club Event Center, LLC's 2021 Federal Tax Return (Please Note: In 2021 all income was reported on Da Village Social Club Event Center, LLC's tax Return; however, going forward with the restructuring of the business operations for the entire facility to be licensed and operated by Applicant, all rental and club operating income will be reported on Applicant's tax return). See attached copy of Applicant's current bank statement, which funds represent working capital reserves. Finally, Melanin Properties, LLC and Applicant have additional pending applications with the URA for additional funding through various grant and loan programs.

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

While not owned by the Applicant, the principals of Applicant, Karen Mitchell and Sharee D. Walker, own Da Village Social Club Event Center, LLC, located at 48 Greenway Drive (Second Floor) Pittsburgh, PA 15204, which operates as a banquet hall rental facility. However, as partially explained in response to Item #11, above, and as reflected in the attached Lease (Item # 8, above), upon PLCB approval of the transfer of the Liquor License to Applicant, the entire property, first floor (club space) and second floor (banquet hall/event space) will be leased to and operated by Applicant in conjunction with the Liquor License. Da Village Social Club Event Center, LLC will thereafter amend its articles of Organization filed with the Pennsylvania Department of State Corporation Bureau to change its name to "Da Village Catering Services, LLC" to reflect that it will no longer operate as a facility rental business; but, rather, will focus on providing catered event/banquet services, such as event planning and coordination, decoration, and music/entertainment procurement services.

13. Name and location of any business that applicant previously owned or was associated with and an explanation as to why the business ceased to operate:

None. By way of further response, see response to Item #12., above.

While not requested, as a partial response to this Item #13 and Item #11., above, attached please find, as part of the Business Plan, a brief biography for the Applicant's two principals, Karen Mitchell and Sharee D. Walker, which describes the years of experience of both ladies, which well position them as operators of the Applicant to embark upon and make a success of the Applicant's proposed business model.

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

None

15. Any misdemeanor or felony convictions of any individual 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 Counsel's consideration of your request:

Attached please find an explanation as to how the Applicant intends, (currently and its future plans) to address parking related issues, along with copies of photographs showing available on street parking spaces at the property, third-party (Mitchell Sheet Metal) leased property (adjacent to and immediately across from the Applicant's location) for use as additional parking, and the location of a nearby public parking lot, Sheraden Park N Ride, which is approximately 150 feet from the Applicant's location.

Attached please find information regarding the Applicant's security program, protocols and procedures, which will be implemented and followed to maintain a safe and secure environment for its members and guests as well as the local community and their respective property.

See attached copies of Petitions of Support signed by the Applicant's neighbors and other community members, acknowledging the good works of the Applicant and its principals and supporting the Applicant's operations.

Finally, Applicant is aware of and intends to fully and vigilantly comply with the City of Pittsburgh, State of Pennsylvania and PLCB Noise laws and regulations.

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

VERIFICATION

I, Karen Mitchell, 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. A. §4904.

Date:

9/14/22

Da Village Social Club Plus, Incorporated,
a Pennsylvania not-for-profit corporation



Karen Mitchell, Managing Member

PURCHASE AND ESCROW AGREEMENT

On this 1st day of April, 2021, WHITE HAWKS SOCIAL CLUB, a Pennsylvania Not-for-Profit Corporation with a principal place of business located at 77 Universal Road, Penn Hills, (Penn Hills Township), Allegheny County, PA 15235, (hereinafter referred to as "Seller"), and DA VILLAGE SOCIAL CLUB PLUS, A Pennsylvania Not-for-Profit Corporation with a principal place of business located at 48 Greenway Drive, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15204, or its assigns, (hereinafter referred to as "Buyer"), agree as follows:

1. SALE OF ASSETS.

Seller is a licensee of the Pennsylvania Liquor Control Board, ("PLCB"), as the owner of PA Catering Club License CC-1193 (LID3105), (the "License"), which was issued for premises located at 77 Universal Road, Penn Hills, (Penn Hills Township), Allegheny County, PA 15235. Seller agrees to grant, bargain, sell, convey, set over and assign said License, to Buyer for use by Buyer at 48 Greenway Drive, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15204. Buyer accepts said sale and assignment subject to the conditions contained herein.

2. PURCHASE PRICE.

The purchase price for the said transfer shall be Thirty-five Thousand and No/100 (\$35,000.00) Dollars, (the "Purchase Price"), payable as follows:

(a) Upon Seller's acceptance and execution of this Agreement, Buyer shall deliver hand money in good funds to Michael J. Hudock, III, Esquire, 12 Huston Road, Oakmont, PA 15139, attorney for Buyer, as Escrow Agent, (the "Escrow Agent"), in the amount of Three Thousand and No/100 (\$3,000.00) Dollars, (the "Hand Money"), for retention by him in escrow in accordance with the terms and conditions of this Agreement.

(b) At or prior to Closing, (as hereinafter defined), Buyer shall deliver good funds to the Escrow Agent in the amount of Thirty-two Thousand and No/100 (\$32,000.00) Dollars for delivery to Seller which funds shall be in the form of cash, cashier's check, or wire transfer of immediately available funds.

(c) The parties covenant and agree that the consideration payable by Buyer hereunder represents the fair market value for the License and covenants and agrees that they shall use such allocation for all business, tax, accounting, and other purposes, including in such reports as may be required under §1080 of the Internal Revenue Code or any regulations thereunder.

(d) Buyer's obligation to pay the Thirty-two Thousand and No/100 (\$32,000.00) Dollars balance of the Purchase Price, in accordance with this Paragraph 2, shall be evidenced by a Judgment Note to be executed by Buyer in favor of Seller, in substantially the same form and content as Exhibit "1" attached hereto and made a part hereof, (the "PLCB Note"), and shall be delivered to the Escrow Agent, also to be held in escrow in accordance with the terms of this Agreement.

(f) The Escrow Agent shall provide Buyer an escrow letter confirming that he holds the Hand Money and the PLCB Note in escrow pending closing.

3. CLOSING REQUIREMENTS OF SELLER, BUYER AND ESCROW AGENT.

At the Closing, as defined in Paragraph 12., below:

(a) Seller shall deliver a Bill of Sale to Buyer, in substantially the same form and content as Exhibit "2," attached hereto and made a part hereof, indicating that the License is free and clear of all security interests, liens, charges, encumbrances and defects of title, together with a resolution from the Seller that the Seller has the authority to sell the License to Buyer; in exchange for

(b) the sum of Thirty-two Thousand and No/100 (\$32,000.00) Dollars in cash or its equivalent tendered by Buyer to Seller; and

Initials:

(c) the Escrow Agent shall release from Escrow the Hand Money on behalf of Buyer and deliver it as follows: Three Thousand and No/100 (\$3,000.00) Dollars to Seller and shall deliver the PLCB Note to Buyer, marked "NULL and VOID."

4. WARRANTIES OF SELLER.

To Seller's actual knowledge Seller warrants:

(a) that it is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(b) Seller has the requisite corporate authority to own its properties and to engage in the business it conducts;

(c) the execution, delivery and performance at the date hereof by Seller of the Agreement does not violate any charter, by-laws or other organic documents governing the existence and operations of the Seller and will not violate any law or result in a default under any contract to which Buyer is a party or by which Seller or the License is/are bound;

(d) Seller has the requisite corporate authority to enter into and perform its obligations under the Agreement and to incur the obligations provided herein and has taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement;

(e) This Agreement is the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms;

(f) Each material consent, approval, authorization, filing, registration or qualification with, any governmental or regulatory authority required under this Agreement has been duly obtained or effected and is in full force and effect on the date hereof;

(g) Upon consummation of the transaction contemplated by this Agreement, Buyer will acquire good and valid title to the License free and clear of all security interests, charges, encumbrances, liens, claims, title defects and burdens of any kind;

(h) Seller is not bound by or subject to any agreement, license, lease, understanding, contract, permit, arrangement or commitment, whether oral or written, contingent, fixed or otherwise with regard to or affecting the License;

(i) To the best of Seller's knowledge there are no legal, administrative, arbitration or other proceedings or governmental investigations pending or threatened against Seller, its members or officers or the License;

(j) There is no requirement applicable to Seller to make any filing with, or to obtain any permit, authorization, license, consent or approval or any governmental or regulatory authority as a condition to the lawful consummation of the sale of the License pursuant to the Agreement other than to the PLCB with respect to the License; and

(k) Seller has conducted its business and the License has been held and used in compliance with all applicable laws and regulations and all orders of any governmental authority having jurisdiction over Seller.

Each and every one of the foregoing representations, warranties and covenants shall be continuing and shall be remade and restated at the Closing and shall survive the Closing.

5. WARRANTIES OF BUYER.

Buyer warrants, covenants, and represents to Seller and agrees with Seller that:

(a) Buyer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

Initials: KM MW

(b) To Buyer's knowledge all of the officers and directors of Buyer will be acceptable to the PLCB. The funds being used to acquire the License shall be from sources which shall be acceptable and provable to the PLCB;

(c) Buyer has the requisite corporate power to own its properties and to engage in the business it conducts;

(d) The execution, delivery, and performance at the date hereof by Buyer of the Agreement does not violate any charter, by-laws or other organic documents governing the existence and operations of the Buyer and will not violate any law or result in a default under any contract to which Buyer is a party or by which Buyer or each or any of its assets is/are bound;

(e) Buyer has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to incur the obligations provided herein and has taken all corporate action necessary to authorize the execution, delivery, and performance of this Agreement;

(f) This Agreement is the legal, valid, and binding obligation of Buyer, enforceable against it in accordance with its terms;

(g) All schedules, exhibits, documents, and other papers delivered by or on behalf of Buyer in connection with this Agreement and the transactions contemplated hereby, are true, complete, and up to date as of the date delivered to Seller; and all such documents and other papers are authentic. The information furnished by or on behalf of Buyer to Seller in connection with this Agreement and the transactions contemplated hereby does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make such statement, in the context in which it is made, not false or misleading; and

(h) Buyer has not retained or otherwise involved, directly or indirectly, any broker or finder in connection with this Agreement and the transactions contemplated hereby.

Each and every one of the foregoing warranties, covenants, representations, and agreements shall be continuing and shall be remade and restated and true at the time of Closing and shall survive the Closing.

6. COOPERATION.

Each of the parties hereto agrees to execute all documents and perform all prerequisites necessary to best effectuate the transfer of the License as 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, to process the application for transfer with reasonable dispatch and to cooperate in the transfer proceeding.

7. FAILURE OF CITY OF PITTSBURGH AND PLCB TO APPROVE.

(a) In the event the City of Pittsburgh refuses to allow the License to be transferred from 77 Universal Road, Penn Hills, (Penn Hills Township), Allegheny County, PA 15235 to 48 Greenway Drive, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15204 within one hundred eighty (180) days of the date of this Agreement, either party, provided such party is not then in default, may declare this Agreement to be NULL and VOID, in which event the Hand Money shall be delivered by the Escrow Agent to Buyer and the PLCB Note shall be returned to the Buyer, marked " NULL and VOID," and no further liability shall accrue to the parties and the Escrow Agent shall be discharged.

(b) In the event the PLCB refuses to grant approval of the Application for Transfer within two hundred seventy (270) days of the date of this Agreement, either party, provided such party is not then in default, may declare this Agreement to be NULL and VOID, in which event the Hand Money shall be delivered by the Escrow Agent to Buyer and the PLCB Note shall be returned to the Buyer, marked " NULL and VOID," and no further liability shall accrue to the parties and the Escrow Agent shall be discharged

8. TAX CLEARANCES.

The parties hereto understand that in order for this transfer to be approved, all complaints or impediments relative to the License must be resolved. Furthermore, the PLCB requires the Seller to submit certain information and documentation to the Buyer and to the PLCB before the PLCB will approve any transfer of the License. Seller agrees to

Initials:

provide all such information, to execute all documents and to pay all monies necessary to secure the tax clearances both from the Department of Revenue and the Bureau of Labor and Industry and further agrees that any failure of Seller to do so shall extend the time period under Paragraph 7. of this Agreement by the number of days corresponding to Seller's delay in performance hereunder. Seller agrees that Seller will not unreasonably delay securing clearances for transfer from the Pennsylvania Department of Revenue and Bureau of Labor & Industry and if it is necessary to obtain such clearances, Buyer may pay, but is not obligated to do so, any outstanding taxes, including any penalties and interest, owed by Seller; provided, that, if Buyer elects to make any such payments on behalf of Seller, Buyer shall be entitled to a dollar-for-dollar reduction in the Purchase Price for such amounts so paid.

9. ADDITIONAL REPRESENTATIONS OF SELLER REGARDING THE LICENSE.

To Seller's actual knowledge, Seller represents that: (a) the License has been and will be renewed in compliance with the Liquor Code, (b) to the best of Seller's knowledge, neither the Bureau of Liquor Control Enforcement nor the PLCB has any open complaints, citations or penalties pending or against the License. In the event that any representation in this Paragraph is not fulfilled, to the extent that the License is freely transferrable, Seller shall immediately take whatever measures may be necessary to effectuate the free transfer of the License to the Buyer.

10. INDEMNIFICATION BY SELLER.

Seller shall indemnify, defend, and hold Buyer harmless of, from and against each of the following:

(a) All actions, causes of action, claims, charges, damages, debts, dues, demands, liabilities, and losses whatsoever, arising out of, related to, or in a manner connected with, whether directly or indirectly, the conduct of Seller's business and affairs prior to the Closing and/or Seller's ownership, possession, use, and/or operation of the License;

(b) All damages, losses and liabilities suffered or incurred by Buyer arising out of, related to, or in a manner connected with, whether directly or indirectly, Seller's breach of this Agreement, or because any of Seller's representations and/or warranties made in this Agreement prove to be false, inaccurate, or misleading; and

(c) All reasonable costs and expenses, including attorneys' fees, incurred by Buyer in connection with any action, suit, proceeding, demand, assessment or judgment incident to the matters described in Paragraphs 10.(a) and/or 10.(b), above.

Buyer shall have full responsibility and authority for the disposition of any action, suit or proceeding brought against it by a third party with respect to which Seller may have liability under this indemnity provision. However, Seller shall have the right, at Seller's sole cost and expense, to be represented by counsel of its choosing and with whom counsel for Buyer shall confer in connection with the defense of any such action, suit or proceeding. The parties shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such action, suit or proceeding.

These rights of indemnification are in addition to any other rights or remedies that may be available to Buyer at law or in equity.

Seller's indemnification obligations set forth in this Paragraph 10. shall survive, and continue in full force and effect after, the Closing and the delivery of the Bill of Sale and other instruments of transfer contemplated by Paragraphs 2. and 3., above, and shall not, nor shall they be deemed to be, extinguished by the delivery of said instruments.

11. INDEMNIFICATION BY BUYER.

Buyer shall indemnify, defend, and hold Seller harmless of, from and against each of the following:

(a) All actions, causes of action, claims, charges, damages, debts, dues, demands, liabilities, and losses whatsoever, arising out of, related to, or in a manner connected with, whether directly or indirectly, the conduct of Buyer's business and affairs after the Closing and/or Buyer's ownership, possession, use, and/or operation of the License;

Initials: KM CML

(b) All damages, losses and liabilities suffered or incurred by Seller arising out of, related to, or in a manner connected with, whether directly or indirectly, Buyer's breach of this Agreement, or because any of Buyer's representations and/or warranties made in this Agreement prove to be false, inaccurate, or materially misleading; and

(c) All reasonable costs and expenses, including attorneys' fees, incurred by Seller in connection with any action, suit, proceeding, demand, assessment or judgment incident to the matters described in Paragraphs 11.(a) and/or 11.(b), above.

Seller shall have full responsibility and authority for the disposition of any action, suit or proceeding brought against it by a third party with respect to which Buyer may have liability under this indemnity provision. However, Buyer shall have the right, at Buyer's sole cost and expense, to be represented by counsel of its choosing and with whom counsel for Seller shall confer in connection with the defense of any such action, suit or proceeding. The parties shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such action, suit or proceeding.

These rights of indemnification are in addition to any other rights or remedies that may be available to Seller at law or in equity.

Buyer's indemnification obligations set forth in this Paragraph 11. shall survive, and continue in full force and effect after, the Closing and the delivery of the Bill of Sale and other instruments of transfer contemplated by Paragraphs 2. and 3., above, and shall not, nor shall they be deemed to be, extinguished by the delivery of said instruments.

12. CLOSING.

The Closing shall take place within ten (10) business days of the PLCB's approval of the transfer of the License and satisfaction or waiver by Buyer of each of the conditions set forth in Paragraph 13 of this Agreement, below, at which time each party will provide all necessary documents to the other and to the PLCB, and the cash shall be delivered to the Seller as provided for in this Agreement.

In addition, Buyer shall reimburse Seller at Closing for the cost of the renewal/validation for the current term of the License on a pro rata basis as of the date of the Closing, based on the number of days remaining in the existing term as well as any amount paid for the upcoming term which commences on June 1, 2022 paid by Seller.

13. CONTINGENCIES.

This Agreement and Buyer's obligations hereunder shall be expressly subject to the fulfillment of the following contingencies:

(a) PLCB approval of the transfer of the License from Seller to Buyer for use at 48 Greenway Drive, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15204; and

(b) all of Seller's representations and warranties made in, under or in connection with this Agreement shall be true and accurate as of the date of Closing and Seller shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Seller on or before Closing.

In the event that any of the foregoing contingencies as set forth in this Paragraph 13. shall not be fulfilled or completed for any reason, Buyer at its sole discretion may waive the deficiency or condition and proceed with the sale in accordance with the terms of this Agreement, or may declare this Agreement to be NULL and VOID and, in that event; provided the failure to close is not due to any act or failure to act of Buyer, the Hand Money shall be delivered by the Escrow Agent to Buyer and the PLCB Note shall be returned to the Buyer, marked "NULL and VOID," and no further liability shall accrue to the parties and the Escrow Agent shall be discharged.

Initials: KJM MW

14. **DEFAULT.**

In the event of a default

(a) **By Buyer:** In the event of a default by Buyer, Seller shall retain the Hand Money and all monies paid on account; and at Seller's option may elect to: (1) file an action for specific performance; and/or (2) an action at law for damages, including without limitation, loss of bargain; provided however, that no such election of (a)(1) or (a) (2) hereof shall be final or exclusive until full satisfaction shall have been received.

(b) **By Seller:** In the event of a default by Seller, Buyer may, at Buyer's option, elect to: (1) waive any claim for loss of bargain, in which event the Hand Money together with all interest thereon and all monies paid on account shall be returned to Buyer and, in addition, Seller shall reimburse Buyer for all reasonable and direct, out-of-pocket costs and expenses, including, without limitation, reasonable attorney's fees. In lieu thereof, however, Buyer may elect either or both of the following remedies: (2) an action for specific performance; and/or (3) an action at law for damages; provided, however, that no such election of clause (b)(2); or (3) hereof shall be final or exclusive until full satisfaction shall have been received.

15. **NOTICES.**

All notices, requests and other communications under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If intended for Seller:

WHITE HAWK SOCIAL CLUB
c/o Marjorie T. White, President
1025 Whitney Court #61
Latrobe, PA 15650

If intended for Buyer:

DA VILLAGE SOCIAL CLUB PLUS
c/o Karen L. Mitchell, President
48 Greenway Drive
Pittsburgh, PA 15204

or to such other addresses as Seller or Buyer shall have given written notice to the other party, in accordance with this Paragraph. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the day of the mailing or hand delivery thereof. No course of dealing between the parties shall modify or be deemed to modify the approved/authorized/required methods of giving notice under this Paragraph.

16. **BROKER.**

Seller and Buyer acknowledge and agree that there are no brokers involved in the transaction contemplated in this Agreement. Seller hereby warrants to and covenants with Buyer, which warranties and covenants shall survive the consummation of the transaction herein contemplated, that Buyer shall NOT be liable for any claims advanced by any person or entity for any commission with respect to or arising out of the consummation of this transaction, and that Seller will defend, indemnify and hold Buyer harmless of, from, and against any and all claims made by any third parties for a commission with respect to or arising out of this transaction.

17. **ENTIRE AGREEMENT.**

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.

18. **INTERPRETATION.**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Initials:

19. **MODIFICATION IN WRITING.**

This Agreement may be modified or amended only by a written instrument signed by each party.

20. **ENTIRE UNDERSTANDING.**

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 had not been contained herein and such affected clause or provision shall be enforced to the fullest extent permitted by law.

21. **USE OF SINGULARS AND PLURALS, ETC.**

Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

22. **ASSIGNMENT BY BUYER.**

Buyer shall not have the right to assign its interests under this Agreement without the prior consent/approval of Seller, which consent/approval shall not be unreasonably withheld.

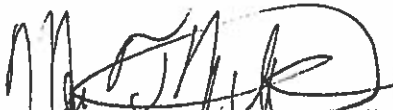
23. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

WITNESS the due execution hereof the day and the year first above written.

ATTEST:

SELLER:
WHITE HAWK SOCIAL CLUB,
a Pennsylvania Not-for-Profit Corporation



Marjorie T. White, President

ATTEST:

Shane Walker

BUYER:
DA VILLAGE SOCIAL CLUB PLUS,
a Pennsylvania Not-for-Profit Corporation

By: 

Karen L. Mitchell, President

Initials: _____

JUDGMENT NOTE

\$32,000.00

April 1, 2022
Pittsburgh, Pennsylvania

Upon approval of the transfer of Pennsylvania Liquor Control Board Catering Club License CC-1193 LID 3105, and in strict accordance with the terms and conditions of the Purchase and Escrow Agreement, dated April 1, 2022, (the "Agreement"), DA VILLAGE SOCIAL CLUB PLUS, does promise to pay to the order of WHITE HAWK SOCIAL CLUB, its successors or assigns, the sum of Thirty-two Thousand and No/100 (\$32,000.00) Dollars, payable at 1025 Whitney Court #61, Latrobe, PA 15650, without defalcation, value received, including interest.

And further, the undersigned does hereby empower any attorney of any court of record within the United States or elsewhere to appear for it and after one or more defalcations filed, upon default by undersigned any of obligations under the Agreement, if such default is not cured within ten (10) business days after WHITE HAWK SOCIAL CLUB has provided undersigned with written notice of such default confess judgment against it as of any term for the above sum with costs of suit and attorney's commission of five (5%) percent for collection and release of all errors, and without stay of execution; and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to; and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived; and no benefit of exemption may be claimed under and by virtue of any exemption law now in force or which may be hereafter enacted.

WITNESS the due execution hereof, as of the date first written above.

ATTEST:

BUYER:
DA VILLAGE SOCIAL CLUB PLUS,
a Pennsylvania Not-for-Profit Corporation

By: _____
Karen L. Mitchell, President

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and intending to be legally bound, the undersigned, WHITE HAWK SOCIAL CLUB, a Pennsylvania Not-for-Profit Corporation, ("Seller"), does hereby grant, sell, transfer, and deliver unto DA VILLAGE SOCIAL CLUB PLUS, a Pennsylvania Not-for-Profit Corporation, ("Buyer"), Pennsylvania Liquor Control Board Catering Club License, License No. CC-1193 and all permits issued in connection therewith.

TO HAVE AND TO HOLD, all, and singular, said personal property to Buyer, and its successors and assigns, for its own use, forever.

THIS CONVEYANCE is made "As Is" and "Where Is" and without expressed or implied warranty or representation of any kind, including without limitation, warranty as to condition, merchantability or fitness for particular use, except that the undersigned does hereby covenant that the title to said property is free and clear of any and all security interests, judgments, liens, charges and encumbrances, and it will warrant and defend the title to said property against the lawful claims and demands of all persons whatsoever.

WITNESS the due execution hereof, with the intent to be legally bound hereby, on this _____ day of _____, 202____.

WITNESS:

SELLER:
WHITE HAWK SOCIAL CLUB,
a Pennsylvania Not-for-Profit Corporation

By: _____
Marjorie T. White, President

LEASE AGREEMENT

MADE as of this 1st day of April, 2022, by and between MELANIN PROPERTIES, LLC, a Pennsylvania limited liability company, (hereinafter referred to as "Lessor"), and DA VILLAGE SOCIAL CLUB PLUS INCORPORATED, a Pennsylvania not-for-profit corporation, (hereinafter referred to as "Tenant").

WITNESSETH:

It is mutually agreed between Lessor and Tenant as follows:

1. **DEMISED PREMISES:** The Lessor hereby demises and leases to the Tenant, and the Tenant hereby rents from the Lessor, the entire first and second floors of the building commonly known as 48 Greenway Drive, Pittsburgh, Allegheny County, Pennsylvania 15204 (registered as Block and Lot No. 41-D-77 in the Allegheny County Department of Real Estate Records), consisting of approximately 5,532 square feet, (hereinafter collectively referred to as the "Premises").

2. **TERM:** This Lease shall commence and the Tenant shall have the obligation to pay the Rent as hereinafter stipulated, on the date of the approval of the application, ("Application"), for a double transfer (Person-to-Person and Place-to-Place) of Pennsylvania Liquor Control Board Catering Club License CC-1193, ("License"), by the Pennsylvania Liquor Control Board, ("PLCB"), in accordance with the terms and provisions of that certain Purchase and Escrow Agreement, dated April 1, 2022, between White Hawks Social Club, as Seller, and Da Village Social Club Plus Incorporated, its successor and assigns, as Buyer, and shall continue for a term of five (5) years. It is specifically acknowledged, understood, and agreed that, in the event that the PLCB denies the Application, this lease shall become and be immediately null and void, ab initio, without any further action being required by either party, and neither party shall have any further obligations to the other hereunder.

3. **RENTAL:** Tenant covenants and agrees to pay to Lessor during the term of this Lease as Rent for the Premises the sum of One Hundred Five Thousand and No/100 (\$105,000.00) Dollars, payable in monthly installments on the first day of each month of the term, without setoff as set forth:

<u>LEASE YEAR</u>	<u>ANNUAL AMOUNT</u>	<u>MONTHLY PAYMENT</u>
1	\$ 21,000.00	\$1,750.00
2	\$ 21,000.00	\$ 1,750.00
3	\$ 21,000.00	\$ 1,750.00
4	\$ 21,000.00	\$ 1,750.00
5	\$ 21,000.00	\$ 1,750.00
TOTAL	\$105,000.00	

4. **RENT NOT PAID WHEN DUE:** In the event that any payment required by Tenant under the provisions hereof, including, without limitation, the regular monthly Rent and Additional Rent, as hereinafter defined, shall not be paid when due or within five (5) days thereafter, Tenant shall, upon demand, pay a ten (10%) percent late charge to Lessor for each and every late payment and in each and every month a payment is overdue. Such late charge shall be deemed "Rent" for all purposes under this Lease.

5. **OPTION TO RENEW:** Provided the Tenant is not in default hereunder, Tenant shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years upon the same terms and conditions as are contained herein commencing immediately upon the expiration of the original term or option term of this Lease, as the case may be; provided that Lessor receives notice from Tenant, by certified mail, return-receipt requested, of Tenant's election to exercise same at least six (6) calendar months prior to the end of the current term.

Notwithstanding the foregoing, the rental during the First Option Terms shall be One Hundred Twenty Thousand and No/100 (\$120,000.00) Dollars which shall be payable during the Option Term as follows:

<u>OPTION YEAR</u>	<u>ANNUAL AMOUNT</u>	<u>MONTHLY PAYMENT</u>
1	\$ 24,000.00	\$2,000.00
2	\$ 24,000.00	\$2,000.00
3	\$ 24,000.00	\$2,000.00
4	\$ 24,000.00	\$2,000.00
5	\$ 24,000.00	\$2,000.00
TOTAL	\$120,000.00	

Notwithstanding the foregoing, the rental during the Second Option Terms shall be One Hundred Thirty-five Thousand and No/100 (\$135,000.00) Dollars which shall be payable during the Option Term as follows:

<u>OPTION YEAR</u>	<u>ANNUAL AMOUNT</u>	<u>MONTHLY PAYMENT</u>
1	\$ 27,000.00	\$2,250.00
2	\$ 27,000.00	\$2,250.00
3	\$ 27,000.00	\$2,250.00
4	\$ 27,000.00	\$2,250.00
5	\$ 27,000.00	\$2,250.00
TOTAL	\$135,000.00	

6. **SIGNS:** No new signs shall be erected on the exterior of the Premises without Lessor's prior written consent which shall not be unreasonably withheld.

7. **ADDITIONAL RENT (INSURANCE PREMIUMS AND REAL ESTATE TAXES):** Pursuant to the terms of this Lease, during the Original Term and any Renewal Term, as the case may be, Tenant agrees to pay as Additional Rent, within twenty (20) days of being billed therefor:

A. one hundred (100%) of all insurance premiums for fire and extended coverage and liability insurance on the Premises, in such amounts as Lessor shall determine in its sole discretion, during the original term and any renewal term. Lessor shall arrange for the fire and extended coverage which shall name Tenant as an additional insured as its interests may appear.

B. one hundred (100%) percent of all Real Estate Taxes which may be assessed, imposed, or levied against Lessor with respect to the Premises. "Real Estate Taxes" which, for the purposes of this Article 7, shall mean all real property taxes and personal property taxes, charges and assessments which are levied, assessed upon or imposed by any governmental authority during any calendar year of the Term hereof with respect to the Premises or the building erected thereon, and any improvements, fixtures, and equipment and all other property of Lessor, real or personal, located in the Premises and used in connection with the operation of the Premises, and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes (including, without limitation, any municipal income tax), and any license fees, tax measured by or imposed upon rents, or other tax or charge upon Lessor's business of leasing the Premises, but shall not include any federal or state income tax, or any franchise, capital stock, estate or inheritance taxes.

8. **UTILITIES:** Tenant agrees to pay for all public utility services rendered or furnished to the Premises as well as for the entire cost of repair, maintenance and replacement of all utility lines serving the Premises, whether or not within the building.

9. **USE OF PREMISES:** Tenant may occupy and use the Premises for a private social club holding and operating a PLCB issued catering club license, with all such operations as are permitted under such license, and for no other purpose without Lessor's prior written consent, which shall not be unreasonably withheld. Tenant covenants with the Lessor to observe and fulfill all legal provisions and requirements of all statutes, ordinances, rules and regulations whether federal, state or municipal, relating to the Premises and to any business which it seeks to conduct in the Premises. In the event Tenant chooses to change the use of all or a portion of the Premises leased hereunder, prior to requesting the consent of Lessor, Tenant shall first secure all applicable government permits and consents as are required to make the change in use.

10. **HAZARDOUS MATERIALS:**

A. Tenant shall not use, generate, manufacture, store, release, threaten to release, or dispose of Hazardous Materials in, on or about the Premises or the ground water of the property of which the Premises are a part, in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered, or suffer or permit the same to be done by any other person. Tenant shall give Lessor prompt written notice of any claim by any person, entity, or governmental agency that any release or disposal of Hazardous Materials has occurred on the Premises. Tenant, through its professional engineers and at its cost, shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises. Tenant shall forthwith remove, repair, clean up, and/or detoxify any Hazardous Materials from the Premises or the ground water of the property of which the Premises are a part whether or not such actions are required by law, and whether or not Tenant was responsible for the existence of the Hazardous Materials in, on or about the Premises or the ground water of the property of which the Premises are a part unless and to the extent that such Hazardous Materials existed on the Premises or the ground water of the property of which the Premises are a part before Tenant's possession or right to possession thereof. Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "hazardous materials" or "toxic substances", Environmental Response, Compensation and Liability Act of 1989, as amended, 42 U.S.C. Sec. 9601, et seq., the Hazardous Materials

Transportation Act, 49 U.S.C. Sect. 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Clean Air Act, 42 U.S.C. Sect. 7401 et seq.; the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. or any regulations promulgated pursuant thereto, and any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 171.101), as amended from time to time, and any state or local statute, ordinance or regulation now or hereafter in effect concerned with similar matters and friable asbestos and petroleum products.

B. Tenant hereby agrees to indemnify Lessor and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Lessor for, with respect to or as a direct or indirect result of, the presence on or under, or the Escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any federal, state or local laws, statutes, ordinances or regulations relating to Hazardous Materials), regardless of whether or not caused by, or within the control of tenant unless such Hazardous Materials existed on the Premises or the ground water of the property of which the Premises are a part before Tenant's possession or right to possession thereof.

C. Lessor, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Premises to insure compliance with the foregoing covenants set forth in this Article 10 of the Lease. The provisions of this Article shall survive the Term of the Lease.

11. ALTERATIONS:

Tenant covenants and agrees not to make or permit to be made any alterations, improvements and additions to the Premises or any part thereof except by and with the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, improvements and additions to said Premises shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the terms or other expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted; provided however, if prior to the termination of this Lease, or within thirty (30) days thereafter Lessor so directs by written notice to Tenant, Tenant then shall promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by Tenant and which are designated in said notice and repair any damage occasioned by such removal and in default Lessor may affect said removals and repairs at Tenant's expense. In the event of making such alterations, improvements, and additions as herein provided, Tenant further agrees to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either persons or property arising out of, or resulting from the undertaking or making of said alterations, additions and improvements.

12. MAINTENANCE: Lessor agrees to maintain and repair the roof, exterior walls, and structure of the building in which the Premises is located. Tenant covenants and agrees to be responsible for all other maintenance, repairs, and replacements necessary to the Premises other than reasonable wear and tear and damage caused by fire or other casualty. Tenant's responsibility shall include, but not be limited to all, HVAC, plumbing, electrical, systems and mechanicals, generally, serving the Premises. If Tenant fails, refuses or neglects to maintain the Premises as required by this Article, Lessor may make such repairs and replacements without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof Tenant shall promptly pay Lessor's cost for making such repairs upon presentation of a bill therefor as Additional Rent. Nothing herein shall be construed as requiring Lessor to make such repairs.

Tenant at its sole cost throughout the term of this Lease shall provide for regular extermination of the Premises by qualified exterminators satisfactory to Lessor.

Lessor and Tenant shall cooperate in doing what is necessary for the Premises to be in full compliance with the Americans with Disabilities Act, as amended.

13. FIRE OR OTHER CASUALTY:

A. If the Premises shall be totally or substantially destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage insurance, Lessor shall have the option to rebuild or of terminating the Lease; provided that the rebuilding will be substantially completed within one hundred twenty (120) days from the date of destruction. If the Premises can not be rebuilt within said one hundred twenty (120) day period or if Lessor elects not to rebuild, this Lease shall terminate.

B. In the event of destruction of the Premises as above mentioned, Tenant's rent shall completely abate from the date of such destruction until possession of the rebuilt Premises is delivered to Tenant, but in the event of a partial

destruction or damage whereby Tenant shall be deprived of the occupancy of only a portion of said Premises, then rent shall be equitably apportioned according to the area of the Premises which is unusable by Tenant until such time as the Premises shall be repaired or restored.

C. If any such destruction shall be so slight as not to render the Premises unfit for occupancy, then Lessor will repair the same with reasonable promptness and the rent shall continue without apportionment or abatement.

D. Any provision hereof to the contrary notwithstanding Tenant shall be liable to Lessor for all loss, damage and expense suffered by Lessor arising out of Tenant's negligence, or willful or wanton conduct and the amount of any such loss, damage and expense shall be collective in the same manner as rent hereunder in arrears. Lessor shall not be obligated to repair or replace Tenant's furnishings, equipment and leasehold improvements and shall not be obligated to bear the cost of repairing any damage caused by any act or omission of Tenant or Tenant's employees, agents, invitees, licensees or contractors. Lessor may make any such repairs at Tenant's expense and the cost hereof shall be collectable as additional rent hereunder.

E. To the extent permitted by their insurance carriers, each of the parties hereto hereby waives subrogation against the other in the event of any casualty loss to the Premises or the property located therein whether or not such loss shall arise from the negligence of either party.

14. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE:

A. Tenant accepts this Lease subject and subordinate to any mortgage or mortgages (including, without limitation, the notes or other obligations secured thereby and any and all renewals, modifications, consolidations, replacements or extensions of any such mortgages or the notes or other obligations secured thereby) now in existence or hereinafter made from time to time, affecting the fee title or the leasehold estate to the building or the real property on which the building is located (or any part thereof) of Lessor's interest therein. Tenant also accepts this Lease subject and subordinate to all instruments in the chain of title to the building and the real property on which the building is located, including any and all renewals, modifications, consolidations, replacements, or extensions of such instruments. Tenant shall execute, acknowledge and deliver to the holder any such mortgage or to any of the parties to such instruments, at any time upon demand by such holder or by any such party, and releases, certificates or other documents that may be required by such holder or by any such party, for the purpose of evidencing the subordination of this Lease to such mortgages or instruments or to any renewals, modifications, consolidations, replacements, or extensions thereof. In the event of a sale under any mortgagee (or any note or other obligation secured thereby) to which this Lease is subordinate, or taking of possession of the Premises by the mortgagee or other person acting for or through the mortgagee under any mortgagee to which this Lease is subordinate, then and upon the happening of any such events, if the mortgagee or other person acting under or through the mortgage shall so request, Tenant shall attorn to and recognize as Lessor hereunder the party who, but for this Lease, would be entitled to possession of the Premises.

B. Tenant hereby agrees to give any mortgagee notice of any default by Lessor under this Lease and to afford such mortgagee the same right (but not the obligation) to cure such default as Lessor has but not less than thirty (30) days to cure.

C. Notwithstanding the foregoing, in the event of any foreclosure, provided Tenant is not then in default hereunder, this Lease shall remain in full force and effect.

15. ESTOPPEL CERTIFICATES: Tenant shall, at any time and from time to time, within twenty (20) days following written request from Lessor, execute, acknowledge and deliver to Lessor a certificate that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification), certifying the date to which the rent reserved hereunder has been paid, certifying that the Tenant is in occupancy, and certifying that there are not, to Tenant's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement will be in such form as Lessor may reasonably request and may be relied upon by any prospective purchaser or mortgagee or all or any part of the building or real property on which the building is located. Tenant's failure to deliver such statement within said twenty (20) day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Lessor's performance hereunder.

16. EMINENT DOMAIN:

A. In the event the Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain the entire compensation award for both leasehold and reversion shall belong to the Lessor without any deduction therefrom for any present or future estate of Tenant and Tenant hereby assigns to Lessor all its right, title and

interest to any such award. Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for relocation and for fixtures and other equipment installed by it but only if such award shall be in addition to the award for the land and the building (or portion thereof) containing the Premises.

B. If the entire Premises shall be taken as aforesaid, then this Lease shall terminate and shall become null and void from the time, possession thereof is required for public use and from that date, the parties hereto shall be released from further obligation hereunder but in the event a portion only of the Premises itself shall be so taken or condemned and if such taking does not make the Premises unfit for Tenant's occupancy, then Lessor, at its own expense, shall repair and restore the portion not affected by the taking and thereafter the minimum rental to be paid by Tenant shall be equitably and proportionately adjusted.

17. INDEMNITY AND INSURANCE BY TENANT:

Except for injuries and/or damages sustained by persons or property while in or about the Premises which are occasioned by the willful or negligent acts of the Lessor, Tenant covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Tenant or those holding under Tenant, and that Tenant will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify, save and keep harmless the Lessor against and from any and all loss, cost, damage or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease.

Tenant agrees that it will procure, at its own cost and expense and continue in force general liability and property damage insurance and in an amount of not less than \$1,000,000 and furnish proof of such coverage to Lessor. Tenant will have Lessor named as a co-insured or a loss-payee under said policy and deliver written evidence of same to Lessor upon taking possession of the property and on or before three (3) weeks prior to the end of each lease year or any renewals hereof.

18. TENANT'S PROPERTY IN PREMISES: No fixtures, equipment, machinery, or inventory of any nature which may be in or upon the Premises of Tenant shall be removed during the term of this Lease except in the ordinary course of business. Upon removal at the expiration of this Lease, Tenant shall repair any damage created by such removal.

19. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet the whole or any part of the Premises without Lessor's prior consent. For purposes of this Section, an assignment shall occur if there is a change in ownership of more than fifty (50%) percent of the common stock/equity interest of any corporate tenant, as compared to the ownership structure at the time of execution of this Lease. Any breach of this restriction shall, at the option of Lessor, result in an immediate and automatic forfeiture of this Lease. In the event of an assignment or subletting, Tenant shall not be relieved from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions, and covenants of this Lease.

20. ACCESS TO PREMISES: Tenant agrees to permit Lessor or Lessor's agent to inspect or examine the Premises at any reasonable time and to permit Lessor to make such repairs in the Premises that Lessor may deem desirable or necessary for its preservation or which Tenant has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Tenant in whole or in part.

Lessor shall have the right, at reasonable times and upon reasonable notice to Tenant, to enter upon the Premises for a period for the purposes of exhibiting the same to prospective purchasers or to exhibit the same to prospective Tenants during the last six (6) months of the term of this Lease.

21. SURRENDER OF PREMISES: Tenant covenants and agrees to deliver up and surrender to the Lessor the possession of the Premises upon the expiration of this Lease or its earlier termination, as herein provided, in as good condition and repair as the same shall be the commencement of said term or may have been put by the Lessor during the continuance thereof - ordinary wear and tear and damage by fire, casualty or the elements, excepted.

22. BREACHES AND REMEDIES - DEFAULT BY TENANT: Tenant covenants and agrees that if:

A. Tenant shall fail, neglect or refuse to pay any installment of rent at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as if the same shall become due and payable under the terms of this Lease or under the Note contemporaneously herewith; or if

B. Tenant shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein contained or in the Security Agreement, the Stock Pledge Agreement executed contemporaneously herewith, and in the event any such default shall continue for a period of more than ten (10) days after notice thereof is given in writing to Tenant by Lessor (provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth herein and is diligently prosecuting compliance thereof); then, provided Tenant has had ten (10) days prior written notice and time to cure, Tenant shall be deemed to be in default of this Lease in which event the entire rent for the balance of the said term shall, at once, become due and payable as if by the terms of this Lease it were all payable in advance.

C. In the event of a default by Tenant, Lessor may at his option, exercise all remedies available at law or equity including, without limitation:

(i) Cancel or annual this Lease at once and re-enter and take possession of said Premises immediately, and by force if necessary, without any previous notice of intention to re-enter and remove all persons and their property therefrom, and to use such force and assists in effecting and perfecting such removal of said Tenant as may be necessary and advisable to recover at once first exclusive possession of all said Premises whether in possession of said Tenant or of third persons or otherwise, without being deemed guilty or any manner of trespass and without prejudice to any remedies which might otherwise be used by Lessor, in which event this Lease shall terminate and Tenant shall indemnify the Lessor against and reimburse Lessor for all expenses (including legal costs and fees) and loss of rent which Lessor may incur by reason of such termination during the residue of the term herein specified, including the loss of additional rental; or

(ii) Use self help and re-enter and take possession of said Premises without such re-entry working a forfeiture of the rents to be paid and the covenants, agreements and conditions to be kept and performed by Tenant for the full term of this Lease. In such event Lessor shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Lessor may determine and to lease or let the same or portions hereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Lessor may elect, applying the net rentals from such letting first to the payment of Lessor's expenses incurred in dispossession of the Tenant and the cost and expense of making such improvements in the Premises as may be necessary in order to enable Lessor to re-let the same, and to the payment of any brokerage commissions, legal costs and legal or other necessary expenses of Lessor in connection with such re-entry and/or re-letting. The balance, if any, shall be applied by Lessor from time to time on account of the payments due or payable by Tenant hereunder, with the right reserved to Lessor to bring such action or proceedings for the recovery of any deficits remaining unpaid as Lessor may deem favorable from time to time, without being obligated to await the end of the term hereof for the final determination of Tenant's account. Any balance remaining however, after full payment and liquidation of Lessor's account as aforesaid shall be paid to Tenant with the right reserved to Lessor at any time to give notice in writing to Tenant of Lessor's election to cancel and terminate this Lease and upon giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other.

(iii) For value received:

(a) UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER, TENANT, HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY, CLERK OR PROTHONOTARY OF ANY COURT OF RECORD, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT, ITS SUCCESSORS AND ASSIGNS, AND IN FAVOR OF LESSOR, ITS SUCCESSOR AND ASSIGNS: (1) FOR SUCH SUMS AS ARE DUE HEREUNDER BY REASON OF SAID DEFAULT, INCLUDING, BUT NOT LIMITED TO, UNPAID RENT AND ADDITIONAL RENT FOR THE BALANCE OF THE TERM OF THE LEASE AND/OR FOR THE SUM DUE BY REASON OF TENANT'S BREACH OF ANY COVENANT OR AGREEMENT BY TENANT HEREIN; WITH OR WITHOUT DECLARATION FILED, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION; TOGETHER WITH AN ATTORNEY'S COMMISSION EQUAL TO THE LESSER OF TEN (10%) PERCENT OF ALL SUCH SUMS DUE OR \$500.00, WHICH EVER IS GREATER; OR (II) THE MAXIMUM AMOUNT PERMITTED BY LAW, AND INTEREST AT THE RATE OF SIX (6.0%) PERCENT, EVEN AFTER JUDGMENT. TENANT: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION SAID VOLUNTARY CONDEMNATION AND AGREES THAT SAID REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ANY AND ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS LEASE, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF LESSOR, SHALL HAVE BEEN FILED IN

SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST TENANT, SHALL NOT BE EXHAUSTED BY INITIAL EXERCISE THEREOF, AND THE SAME MAY BE EXERCISED FROM TIME TO TIME, AS OFTEN AS LESSOR SHALL DEEM NECESSARY AND DESIRABLE, AND THIS LEASE SHALL BE A SUFFICIENT WARRANT IN EACH INSTANCE.

(b) UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER, OR UPON TERMINATION OF THE TERM OF THE LEASE AND THE FAILURE OF TENANT TO DELIVER POSSESSION OF THE PREMISES TO LESSOR, TENANT, AT THE OPTION OF LESSOR, AUTHORIZES AND EMPOWERS ANY SUCH ATTORNEY, CLERK OR PROTHONOTARY OF ANY COURT OF RECORD, EITHER IN ADDITION TO OR WITHOUT SUCH JUDGMENT FOR THE AMOUNTS DUE ACCORDING TO THE TERMS OF THIS LEASE, PURSUANT TO PARAGRAPH 26. C(iii)(a), ABOVE, TO APPEAR FOR SAID TENANT AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND IN FAVOR OF LESSOR, ITS SUCCESSORS AND ASSIGNS, IN AN AMICABLE ACTION OF EJECTMENT FOR THE PREMISES, WITH RELEASE OF ALL ERRORS, AND FORTHWITH ISSUE A WRIT OR WRITS OF POSSESSION FOR THE PREMISES AND A WRIT OR WRITS OF EXECUTION FOR THE AMOUNT OF ANY JUDGMENT AND COSTS, WITHOUT LEAVE OF COURT., AND LESSOR MAY WITHOUT NOTICE RE-ENTER AND EXPEL TENANT FROM THE PREMISES, AND ALSO ANY PERSON HOLDING UNDER TENANT, AND IN EACH CASE, THIS LEASE OR A TRUE COPY THEREOF SHALL BE A SUFFICIENT WARRANT OF ANY PERSON.

THE ATTORNEY AT LAW AUTHORIZED UNDER PARAGRAPHS 22.C(iii) (a) AND (b) TO APPEAR FOR TENANT MAY BE AN ATTORNEY AT LAW ALSO REPRESENTING LESSOR, AND TENANT HEREBY EXPRESSLY WAIVES ANY CONFLICT OF INTEREST THAT MAY EXIST BY VIRTUE OF SUCH REPRESENTATION.

23. **BANKRUPTCY OR INSOLVENCY:** If at any time prior to the date herein fixed as the commencement of the term of this Lease or at any time thereafter, there shall be filed by or against any of Tenant in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, which is not cured or stayed by agreement or Order of Court within sixty (60) days, or if any of Tenant makes an assignment by operation of law, or if any of Tenant makes application to Tenant's creditors to settle or compound or extend the time for payment of any of Tenant's obligations, or if any execution or attachment shall be levied upon any of the Tenant's property and the same is not cured or stayed within sixty (60) days, or the Premises are taken or occupied by someone other than the Tenant, then this Lease shall at the Lessor's option, be cancelled and terminated in which event, neither Tenant nor any persons claiming through or under Tenant or by virtue of any statute or of any Order of any Court shall be entitled to possession of the Premises.

24. **WAIVER OF TENANT'S DEFAULT:** No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Tenant is in default or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Tenant be taken as an estoppel against Lessor, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rights or remedies as Lessor may have, shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

25. **HOLDING OVER:** If Tenant lawfully occupies the Premises after the end of the term or any extension of the term hereof, this Lease and all its terms, conditions, provisions and covenants herein specifically given and agreed to shall be in force for another month and so on from month to month unless either party gives notice to the other party in writing at least thirty (30) days prior to the end of any such month not to continue the within Lease beyond the end of any such month, in which event Tenant covenants and agrees that it will vacate the Premises on or before the end of any such month.

26. **NOTICES:** Any bill, statement, notice, communication or payment which Lessor or Tenant may desire, to be required to give to the other party shall be in writing and shall be mailed or forwarded by overnight delivery service to the other party at such address as either party shall have designated to the other, and unless provided otherwise in this Lease, the time of the rendition of such shall be when same is sent by U.S. Mail or by overnight delivery service as required hereunder. The present addresses of the parties are:

Lessor: MELANIN PROPERTIES, LLC
48 Greenway Drive
Pittsburgh, PA 15204

Attention: Sheree D. Walker, Managing Member

Tenant: DA VILLAGE SOCIAL CLUB PLUS INCORPORATED
48 Greenway Drive
Pittsburgh, PA 15204

Attention: Karen Mitchell, Managing Member

27. **APPLICABLE LAW:** This Agreement has been executed in and shall be construed according to the laws of the Commonwealth of Pennsylvania.

28. **PROVISIONS BINDING:** Except as otherwise expressly provided in Article 19 above, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Lessor and the Tenant. Each term and each provision of this Lease to be performed by the Tenant and the Lessor shall be construed to be both a covenant and condition.

29. **CAPTIONS OF ARTICLES:** The captions of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provision of this instrument.

30. **ENTIRE AGREEMENT:** This Lease, with attached Exhibits, contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing signed by all parties hereto or their respective successors in interest.

31. **COUNTERPARTS:** This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed upon the day and year first above written.

ATTEST:

LESSOR:
MELANIN PROPERTIES, LLC,
a Pennsylvania limited liability company


Karen Mitchell, Secretary

By: 
Sheree D, Walker, Managing Member

ATTEST:

TENANT:
DA VILLAGE SOCIAL CLUB PLUS INCORPORATED,
a Pennsylvania not-for-profit corporation

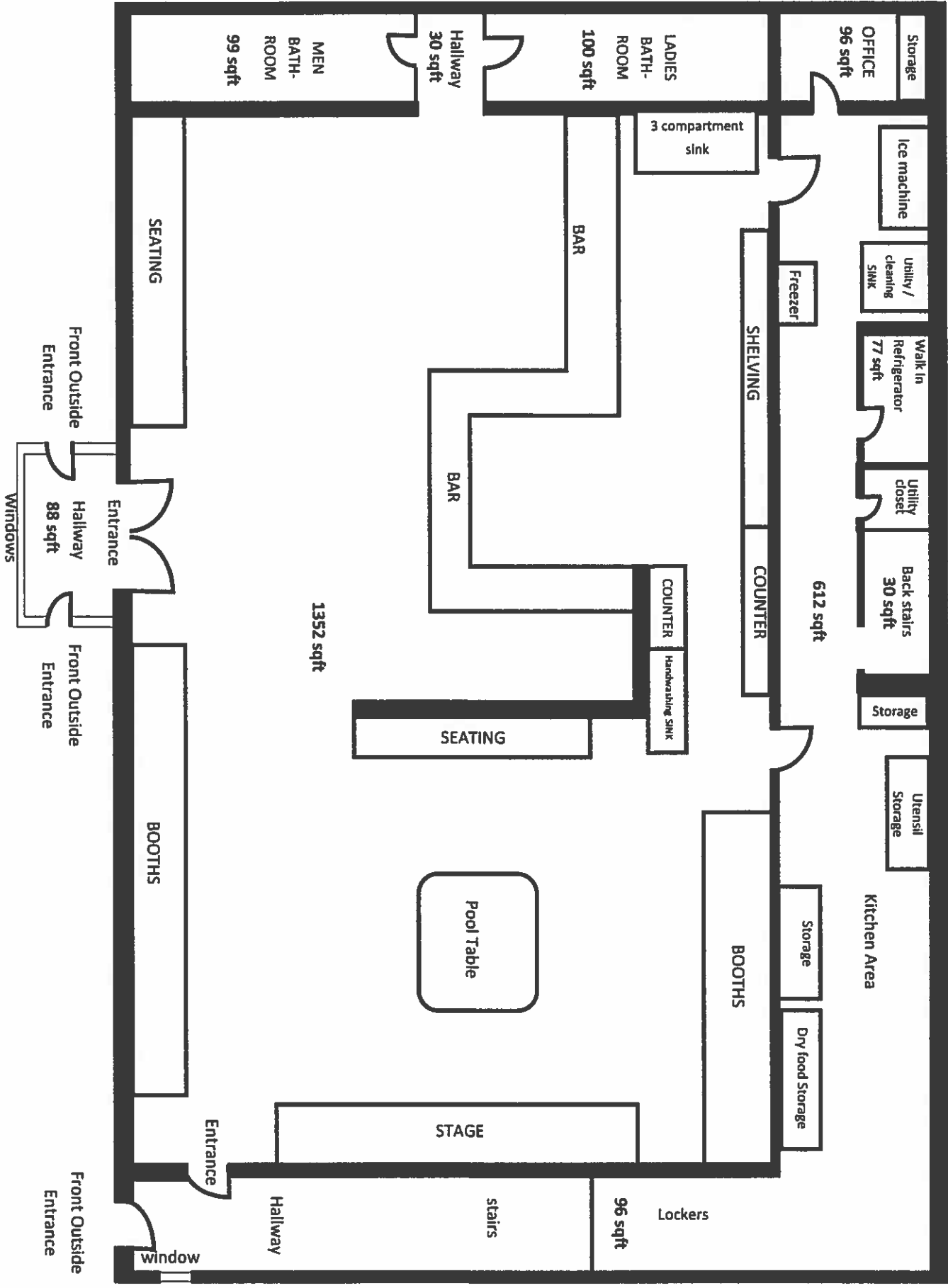

Sheree D. Walker, Secretary

By: 
Karen Mitchell, President

DAVILLAGE SOCIAL CLUB PLUS

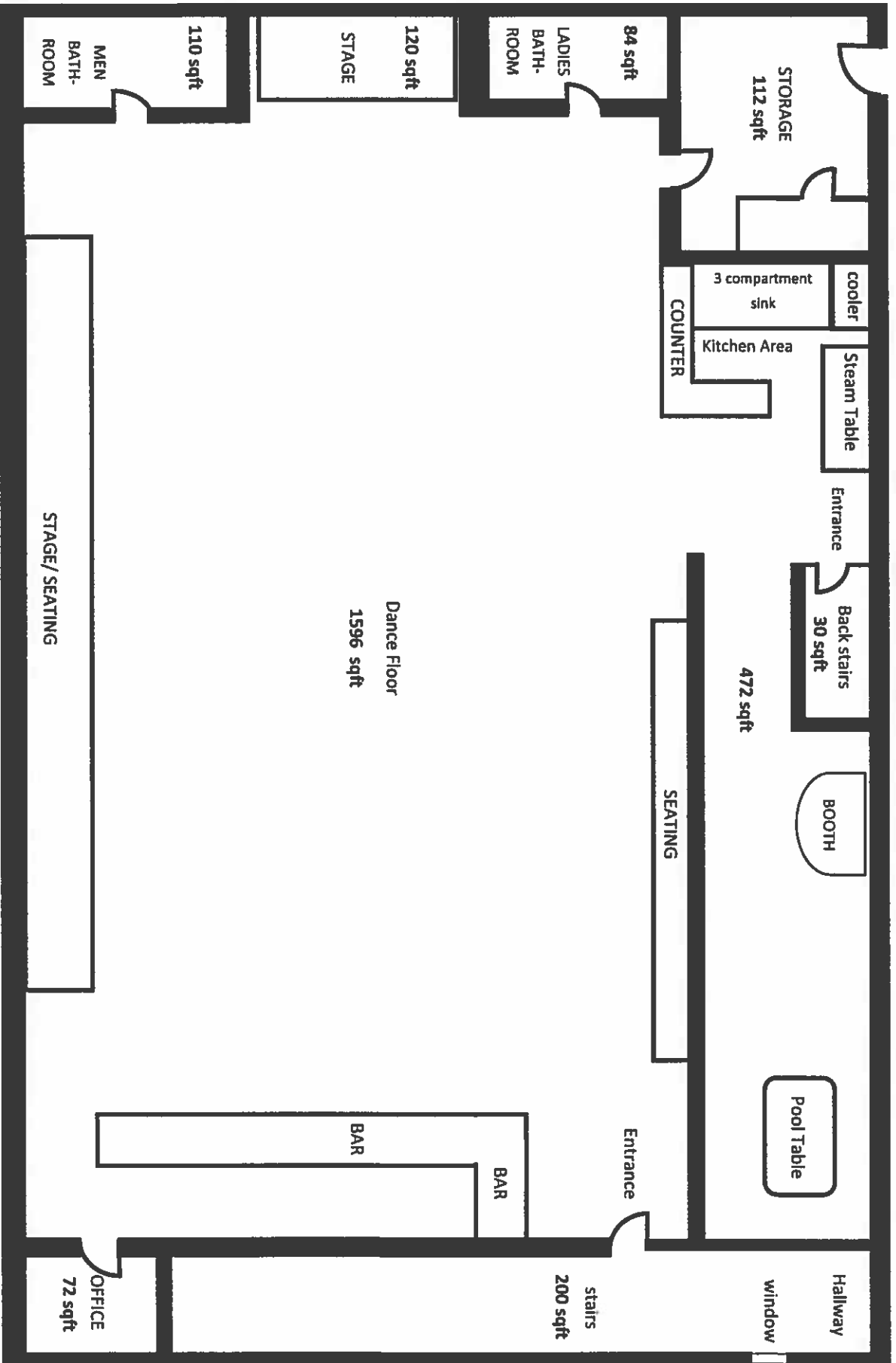
48 Greenway Drive PGH. PA 15204

FLOOR PLAN (Downstairs) Social Club



Back Outside
Entrance

DAVILLAGE SOCIAL CLUB PLUS
48 Greenway Drive PGH. PA 15204
FLOOR PLAN (Upstairs) Banquet Hall



110 sqft
MEN
BATH-
ROOM

120 sqft
STAGE

84 sqft
LADIES
BATH-
ROOM

STORAGE
112 sqft

cooler
3 compartment
sink
Kitchen Area
COUNTER
Stream Table

Entrance

Back stairs
30 sqft

BOOTH

472 sqft

SEATING

Pool Table

Dance Floor
1596 sqft

STAGE/ SEATING

Entrance

BAR
BAR

Hallway
window

stairs
200 sqft

OFFICE
72 sqft



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2021-42478

BK-DE VL-18718 PG-258

Recorded On: December 10, 2021 As-Deed

Parties: SHIELD PROPERTIES L L C

To MELANIN PROPERTIES L L C

of Pages: 7

Comment:

***** THIS IS NOT A BILL *****

Deed 181.75
0
0
Total: 181.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached No	Stamp Num-T170432
PITTSBURGH 2020	
Ward-20 WEST END-CORLISS	
Value	125 000 00
Commonwealth of Pennsylvania	1 250 00
Munic-Pittsburgh City of	3 750 00
School District-Pittsburgh	1 250 00
Munic-Penalty	0 00
Munic-Interest	0 00
School-Penalty	0 00
School-Interest	0 00
	6,250 00

Certified On/By-> 12-08-2021 / Angela Gans
0041D00077000000

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number 2021-42476
Receipt Number 4049235
Recorded Date/Time December 10, 2021 03 13 58P
Book-Vol/Pg BK-DE VL-18718 PG-258
User / Station J Clark - CASH 06

MELANIN PROPERTIES LLC
48 GREENWAY DR
PITTSBURGH PA 15204



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

Prepared By:
Everest Settlement
2250 Babcock Boulevard
Pittsburgh, PA 15237

[Space Above This Line For Recording
Data]

THIS INDENTURE

MADE this 7 day of December, 2021

BETWEEN

SHIELD PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY
(hereinafter called "Grantor")

AND

MELANIN PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY
(hereinafter called "Grantee")

WITNESSETH, That the said Grantor in consideration of

ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00),

Paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and

Convey to the said Grantee their heirs and assigns

See Exhibit A attached hereto and made a part hereof.

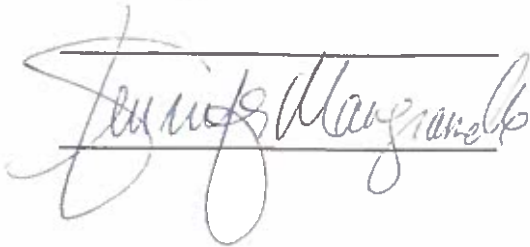
UNDER and subject to reservations, restrictions, easements and rights of way as recorded in prior instruments of record.

With the appurtenances: To Have and To Hold the same to and for the use of the said Grantee their heirs and assigns forever, and the Grantor for its successors and assigns hereby covenant and agree that it will Warrant GENERALLY the property hereby conveyed

NOTICE-THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hand and seal of the said Grantor.

WITNESS:



SHIELD PROPERTIES, LLC

BY:



JAMES H. GLICK, Member

COMMONWEALTH OF PENNSYLVANIA)

)SS:

COUNTY OF Allegheny)

On this 7 day of December, 2021 before me, the undersigned officer, personally appeared JAMES H. GLICK, Member of SHIELD PROPERTIES, LLC, a Pennsylvania limited liability company, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Jennifer Mangiamalle

Notary Public

Printed Name:

Jennifer Mangiamalle

My Commission Expires:

July 14, 2025

Commonwealth of Pennsylvania - Notary Seal
Jennifer Mangiamalle, Notary Public
Allegheny County
My commission expires July 14 2025
Commission number 1245070
Member, Pennsylvania Association of Notaries

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

MELANIN PROPERTIES, LLC, a
Pennsylvania limited liability company

BY: Sharon Walker

CERTIFICATE OF RESIDENCE

I do hereby certify that the Tax Billing Address of the within named grantee(s) is:

Melanin Properties
Name or Mortgage Company

48 Greenway Dr.
Address

Pittsburgh PA 15204
City, State and Zip Code

I do hereby certify that the Owner Mailing Address of the within named grantee(s) is:

Sharee D Walker
Name

48 Greenway Dr.
Address

Pittsburgh PA 15204
City, State and Zip Code



DEED

From

SHIELD PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

To

MELANIN PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

AFTER RECORDING MAIL TO:

MELANIN PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY
48 GREENWAY DRIVE
PITTSBURGH, PA 15204

EXHIBIT "A"

ALL THAT CERTAIN lot or tract of land situate in the 20th Ward of the City of Pittsburgh County of Allegheny and Commonwealth of Pennsylvania, being known as Lot Nos. 46, 47 and 48, as shown on a certain plan entitled Orchard Place Plan of Lots, as recorded in the Department of Real Estate Office of Allegheny County, Pennsylvania in Plan Book Volume 14, Page 83

TAX PARCEL: 41-D-77

BEING the same premises which B A L W E M Connolly Club Inc., a Pennsylvania Corporation, by Deed dated 03/07/2016 and recorded 03/11/2016 in the Department of Real Estate Office of Allegheny County in Deed Book Volume 16316, Page 10, granted and conveyed unto Shield Properties, LLC

City of Pittsburgh
Bureau of Building Inspection

OCCUPANCY

OF THIS ROOM BY MORE THAN

220 PERSONS

IS DANGEROUS AND UNLAWFUL

FIRST & SECOND FLRS

Location: _____
Street Address: 48 GREENWAY DR

[Signature]
Chief - Bureau of Building Inspection

DaVillage

Social Club Plus

Founders: Karen Mitchell & Sharee Walker

Location: 48 Greenway Drive
Pittsburgh, PA 15204

Phone: 412.503.4078

Email: davillage48@gmail.com

Website: <https://da-village-social-club-event-center.business.site/>
[facebook.com/Da-Village-Social-Club-Event-Center](https://www.facebook.com/Da-Village-Social-Club-Event-Center)

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Executive Summary

Objective:

1. Obtain a Catering Club Liquor License in the City of Pittsburgh
2. To gain an average yearly sale of at least **\$207,343.00** within the first two years of operation
3. To limit expenses up to **\$84,019.00** by next year
4. Achieve at least **\$140,616.00** in profit by December 2026
5. Hire at least 12 personnel by December 2023
6. To be listed as one of the top 10 clubs in the yelp.com, a popular Pittsburgh based online directory for discovering various local businesses.

Unique Selling Point:

DaVillage Social Club Plus is a members-only social club, the essence of the which is to provide a safe haven for people of like minds to network and create memorable enjoyable experiences. It also gives members a space to enjoy great food, sporting events, live music, pool, darts, artist events, and other areas of art and entertainment. With a primary focus on community, DaVillage Social Club Plus's vision focuses on community engagement and togetherness through entertainment and community service. DaVillage Social Club Plus is firmly committed to strive to be a valuable asset to the Sheraden community.

About Us

DaVillage Social Club Plus was founded by two moms and formed March 2020, with wide acceptance, and excitement, from the community. This venture was explored primarily to provide economic stability to their children and family, while being a positive staple in the community. They want their venue to be a place where family, friends, and the community can come together. The facility will also provide a late-night location for meals.

The building is located at 48 Greenway Drive, Sheraden, off Chartiers Avenue and across from the busway. It is a two-story structure with a capacity of 225 people, available to its members and their guests for parties, family events, and/or meetings. The second floor can accommodate 75 seated or 150 for a dance type event, while the first floor provides seating for 75 people equipped with booths, bar, and table seating.

The facility is fully equipped for gatherings with six televisions, two pool tables, a bar on each floor, a walk-in cooler, tap system, and a commercial steam table. The facility is not equipped with a kitchen, so get-togethers were going to be limited to catering and/or finger foods. The space is also available for community organizations and groups to meet, fundraise, and/or come together; however, in such instances alcoholic beverages will not be available for sale and the event would be strictly BYOB. Throughout the year the club will organize community service projects and host fundraisers for non-profit organizations.

DaVillage Social Club Plus will do its part in making sure our members are able to enjoy themselves in a safe space. Potential members will be screened and vetted before voted into the club. They will have to complete a vigorous application process including a criminal background check and personal interview with the applicant and the applicant's member-sponsor. DaVillage Social Club Plus wants to be fully aware of everyone who enters their facility and ensure that they share DaVillage Social Club Plus' vision in being a valuable asset to the community.

Mission and Vision Statement

The Mission of DaVillage Social Club Plus is to provide a safe and secure haven for people of like minds to gather, network, and create memorable enjoyable experiences. DaVillage Social Club Plus ' vision is focused on community engagement and togetherness through entertainment and community service. DaVillage Social Club Plus strives and will continue to strive to be a valued contributor to the community and a consistent and reliable platform for this experience, by providing a first-class venue/hub where its members and their guests and third -party event attendees can enjoy, unwind, and be themselves.

Products Services and Pricing

DaVillage Revenue/Cost Description:

DaVillage Social Club Plus offer two membership packages: (1) DaVillage Gold Membership costing (\$400.00) for the duration of six months; and (2) the DaVillage Diamond Membership costing (\$800.00) for the duration of a year. In addition, members can opt out of purchasing these packages and, instead, pay a flat \$20.00 entry fee each visit. Unlike the general public, members are also able to dine in when the DaVillage Café West is operating. Gold and Diamond

members can enjoy unlimited pool, complimentary meals and snacks, music entertainment, and discounts on event rentals with any of these options during Club Hours.



Members can rent out the banquet hall for private events. Gold and Diamond members can book an event at (10%) off the purchase price. The regular cost to rent is (\$500.00) plus a (\$100.00) security deposit and is based on a four-hour party with a fifty and under guest limit. The Renter will primarily be responsible for their own catering, decorations, event staff, and clean-up. The renter will sign a rental agreement and put down a security deposit to secure their desired date and time for their event. The security deposit will be returned to the renter after a clean-up checklist is completed and signed off by a staff member.

Club Structure

OFFICERS AND DIRECTOR'S TERMS

- President, president-elect, immediate past president: 1 year
- Secretary: 1 year
- Treasurer: 1 year
- Vice-president: 1 year
- All directors (consisting of 3 to 5): 2 years

DaVillage Social Club Plus will collaborate with DaVillage LLC, a for-profit-limited liability company, to provide staffing/personnel to facilitate DaVillage Social Club Plus' day-to-day operations.

Management team

- PLCB designated and approved Manager for the entire operation
- Certified Food Manager
- Building Manager
- Bar Manager

Operational Staff

- Hostesses
- Bartenders

- Cooks
- Servers
- Janitor/Maintenance

Private Contractors

- Musical Technician
- Security Guard Company (Combination of Off-duty Police Officers and private bonded/certified security company personnel)
- Promotional Team

About the Founders/Building

Resume/ Bio:

Karen Mitchell



Karen Mitchell is co-founder of DaVillage Social Club Plus. She is a Community College of Allegheny (CCAC) honors graduate with two Associate Degrees in Science: Social Work Technician and Graphic Communications. She has over twenty years of experience working for social service agencies, community outreach programs, and nonprofit organizations. In 2013 Karen obtained the Pennsylvania Family Development Credential and the Credential for Strengths-Based Family Workers through Temple University. Karen is currently employed full time with The Salvation Army as a Social Worker/Case Manager. She organizes seasonal events, coordinates food bank distributions, aids families in crisis situations, and recruits' volunteers. Karen is very skillful in working with people of various ages and demographic backgrounds, making them feel valued by actively listening to their needs, while striving to build an ever-lasting rapport. In addition, Karen utilizes her Graphic Arts background by creating flyers and digital publications for programs and events. Karen's experience and accomplishments have prepared her for this moment. It has allowed her to utilize her existing skills in order to thrive in this new venture. Her dedication as a parent, community volunteer, along with extensive community organizing

experience, has allowed her to achieve a high level of leadership abilities, including, but not limited to, planning, organization, management, coaching, problem solving, branding, and program coordination. These experiences helped Karen tremendously in organizing DaVillage Social Club Plus' business structure, developing and articulating DaVillage Social Club Plus' mission and vision, creating media publications, advertising, and coordinating/organizing DaVillage Social Club Plus events. She is confident her creativity, expertise, and experience working with people will take DaVillage Social Club Plus to the next level and beyond.

Resume/ Bio:

Sharee Walker

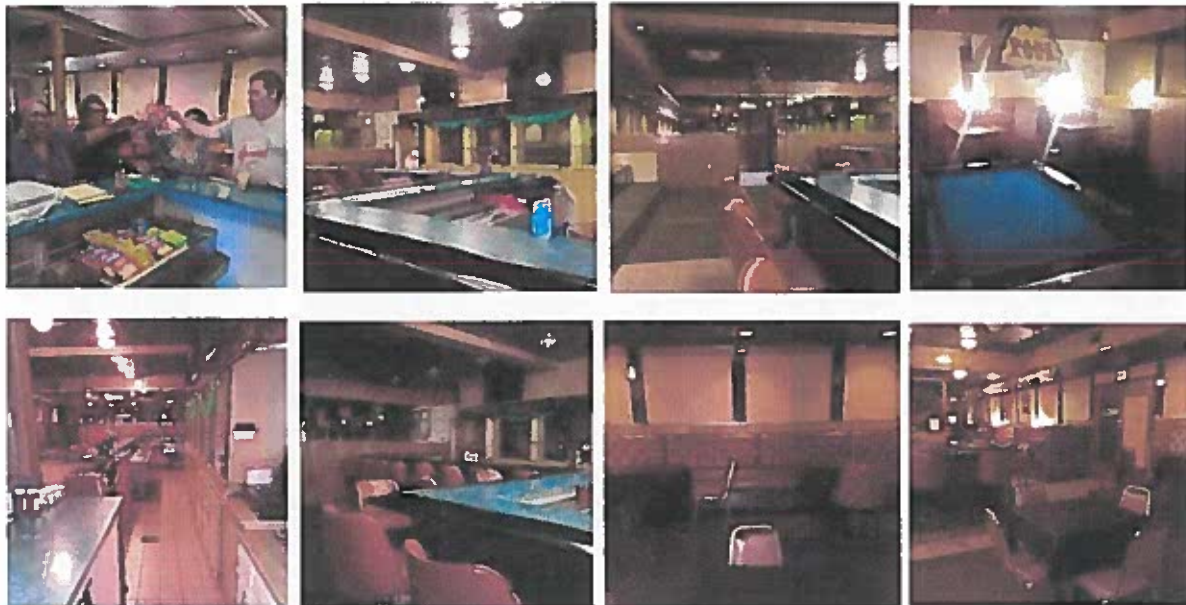


Sharee Walker is co-founder of DaVillage Social Club Plus. Sharee is a graduate of Strayer University with an associate degree in Business Administration and concentration in Health Administration Management. Sharee joined the civilian federal service at Pittsburgh VA Medical Center in 2005 which entails 10 years as a nurse, providing bed-side care for our nation's Veterans, and emotional support for their families as part of the Veterans Integrated Services Network 4 and the last 7 years to present in Administration as Lead Assistant where her overall responsibilities are to coordinate the broad range of services offered to our nation's Veterans. She is responsible for managing front-line staff by effectively communicating clear and concise instruction on day-to-day tasks and operations to keep a cohesive environment. She works closely with supervisors and upper management for compliance while balancing daily workflow and workload distribution and ensuring timely and efficacious completion of assigned tasks. Sharee is responsible for tracking workload

completion and accuracy to assure each person is maximizing their benefits. Sheree was instrumental in establishing training, as well as an onboarding process, to assist new employees with a smooth transition into their new position. In addition, Sharee is commissioned as a Notary Public for the state of Pennsylvania, along with Signing Agent Certification through the National Notary Society (NNA). The combination of her background, skills and experiences allows her to provide administrative support to ensure DaVillage Social Club Plus' smooth operation while planning and achieving future growth and realizing its mission and vision.

DaVillage Social Club Plus Downstairs Bar Area:

The Building's downstairs area is the home DaVillage Social Club Plus. This space will be primarily utilized for DaVillage Club Hours, Café West, and member's scheduled event. This gives members a space to enjoy sporting events, live music, pool, darts, artist events, and other areas of art and entertainment.



DaVillage Social Club Plus Upstairs Banquet Hall:

DaVillage Social Club is located downstairs, and the Banquet Hall is located upstairs. The business goal is to provide a good customer service experience while delivering quality products, services, and accommodations at a competitive yet affordable price. The Event Center is open to their members and available for booking: weddings, receptions, birthday day parties, baby showers, holiday parties, business meetings, teen parties, fundraisers, and live music events. Most of these rentals will be member-sponsored; however, as part of DaVillage Social Club Plus' goal of serving the broad community it will offer the second-floor banquet spaces for rental to other not-for profit organizations charities, and community organizations; however, in those instances DaVillage Social Club Plus will not sell or serve alcoholic beverages and such events will be strictly BYOB.



Schedule (Operating Hours)/Menu

DaVillage Social Club Plus Attentive Schedule

DaVillage Social Club Plus (Attentive Hours)	Daily Club-Hours	Café West Breakfast Hours	Café West Lunch Hours	Café West Club After-Hours	Banquet Rental (By Members Request)
Sunday		(9am – 11am)		(1am – 3am)	(9am – 1am)
Monday			(10am – 2pm)		(9am – 1am)
Tuesday	(6pm – 12am)		(10am – 2pm)	(1am – 3am)	(9am – 1am)
Wednesdays	(6pm – 12am)		(10am – 2pm)		(9am – 1am)
Thursday	(6pm – 12am)		(10am – 2pm)		(9am – 1am)
Friday	(6pm – 12am)	(9am – 11am)	(12am – 2pm)		(9am – 1am)
Saturday	(6pm – 12am)	(9am – 11am)		(1am – 3am)	(9am – 1am)

Attentive Menus:

DaVillage Cafe West
Breakfast/Coffee (8am)

Da Broadhead Bacon Egg Cheese
Pork or Turkey Bacon, Hard Egg, Cheese, Your choice ad bread

Da Chartiers City Croissant
Your choice meat, Hard Egg, Cheese, Toasted Croissant

Da Sheraden Sausage Biscuit
Pork or Turkey Sausage, Hard Egg, Cheese, Butter Milk Biscuit

Da Elliot Egg White Muffin
Your choice meat, Hard Egg White, Cheese, Toasted English Muffin

Da Crafton Canadian Muffin
Canadian Bacon, Hard Egg, Cheese, Toasted English Muffin

Da Rox Wakeup Breakfast Sandwich
Bacon, Sausage, Hard Egg, Cheese, Your choice ad bread
Breads: White, Wheat, Butter Milk Biscuit, Croissant, English Muffin
Meats: Turkey Bacon/Sausage, Pork Bacon/Sausage, Canadian Bacon
Sides: Home fries, Grits, Fruit. Condiments: Butter, Jelly, Honey, Syrup
Sandwich (\$7) , Sandwich Side & Orange Juice. (\$12)

DaVillage Cafe West
Lunch (10am)

Da Carson Corned Beef (\$13)
Premium Corned Beef, Swiss Cheese, Lettuce, Tomato, Onion

Da Carliss Club (\$10)
Smoked Ham, Turkey, Swiss & American Cheese, Lettuce, Tomato

Da Thornburg Turkey (\$8)
Turkey, American Cheese, Lettuce, Tomato, Onion, Mayo

Da Hillisboro Ham & Swiss (\$8)
Smoke Ham, Swiss Cheese, Lettuce, Tomato, Mayo, Mustard

Da Broadway BLT (\$8)
Bacon, Cheddar Cheese, Lettuce, Tomato, Mayo

Da Village Red Veggie (\$8)
American Cheese, Lettuce, Tomato, Onion, Sprouts, Vegan Mayo

Da Glenmaur Grilled Cheese (\$7)
American, Swiss, Cheddar

Lunch Sandwich Includes Chips & and Pickle,

Food Handling Plan:

DaVillage Social Club Plus will provide a free catered meal for its Gold and Platinum Members during club hours. The same menu items will be available for purchase by non-package members and guests of all members. Networking with local catering businesses in the community provides members with delicious food and desserts. During afterhours all members and guests will pay (\$15 - \$20) for their meal. In addition, DaVillage will periodically organize "Sunday Dinner" events. DaVillage Social Club Plus averages approximately 40 pre-orders at (\$15 - \$20) each. Due to the limited hours during the Covid 19 outbreak, these pre-ordered take-out catered meals were used to bring in extra revenue and have now become a permanent part of DaVillage Social Club Plus's operations. The Club will network with local catering businesses in the community in order to provide members with delicious food and desserts. Steam tables will be utilized to keep hot foods at a safe temperature and a hand washing sink is also located on the first floor. Food items are delivered or transported safely utilizing catering bags, all in compliance with the Allegheny County Health Department's rules, regulations, and guidance.

DaVillage Social Club Plus' second floor banquet hall renters are responsible for bringing their own food for their event. A Steam table is available to keep hot foods at a safe temperature. The downstairs Walk-in Refrigerator can be used to safely store any overflow of cold foods. The 3-compartment sink located on the second floor will be used for handwashing. All utensils will be washed and sanitized in the 3-compartment sink located on the first floor. The cleaning /utility sink is located on the first floor next to the ice machine.

CAFÉ WEST ~ Breakfast/Lunch/Non-Club Hours

DaVillage Social Club Plus will offer pre-ordered takeout weekday lunch and weekend breakfast (see menus, above). Only DaVillage Social Club Plus members can dine-in at the premises. All non-members must purchase to-go items.

Target Market

Members:

DaVillage Social Club Plus would like to target Allegheny County's diverse population of various demographic and economic backgrounds, who share DaVillage Social Club Plus's mission and vision and desire to be a valued contributing member of the club.

The primary target base is DaVillage Social Club Members, City of Pittsburgh residents, and Allegheny County residents who don't have a private place they can call their own. However, the building is available to anyone who would like to enjoy the DaVillage Social Club Plus experience.

Future plans include increasing the membership base by applying for a PLCB Catering Club Liquor License. This will give members a relaxing convenient place to purchase food, alcohol beverages, and be a part of a community partnership. Increasing the number and breadth of its membership will give DaVillage Social Club Plus an opportunity to conduct more community service projects on a larger scale and network with other local businesses, not-for-profit organizations, community officials, and its members to create even more opportunities to give back to the community, all while giving the collective a sense of community togetherness and a duty of service to the communities DaVillage Social Club Plus will serve.

Renters:

DaVillage Social Club Plus is equipped to offer a wide range of services on an all-inclusive basis to the following groups in the City of Pittsburgh and Allegheny County:

- Couples
- Individuals
- Business organizations
- Government agencies
- Non-profit organizations
- Religious entities
- Educational institutions
- Youth organizations

The target market for this industry is quite huge. The event center can hold weddings, parties, fundraising and business meetings. It can host any event that a client would like to celebrate or carry out. The strategic location in Pittsburgh's West Side has offered ample opportunity to be able to tap into the target market. A rental discount will be offered to DaVillage Social Club Plus' members. Early evening hour events will be targeted to the older mature population, while late night entertainment will be geared to DaVillage Social Club Plus' over 35 years of age members and their guests.

Eventually, DaVillage Social Club Plus plans to expand the event center rentals to offer themed party packages at an additional cost. The renter need only show up, with all the work already done for them. They will walk into an eye catching fully decorated venue equipped with everything they need to make their event unforgettable. Clean up and hostess services will also be offered, at an additional cost. In addition, DaVillage Social Club Plus would like to be able to sponsor a non-profit event annually free of charge in the future

Other plans include adding a commercial kitchen that can be rented out for a fee and/or utilized by DaVillage Social Club Plus to sell made-to order food. For example: Wing Night, Saturday Morning Breakfast, Friday's Return of the Big A-Burger, and Sunday Soul Dinners.

Market Analysis

There are very few social clubs in the city that cater to our target, a diverse, all-inclusive population of various demographic and economic characteristics. There are very few places that welcome members regardless of their socio-economic background/status. DaVillage Social Club Plus will welcome anyone who shares its vision and wants to make a positive addition to the club. Many clubs require that you meet their standards to participate, such as the following:

- Must be a Veteran
- Meet Certain Ethnic Criteria
- Meet Certain Gender Criteria
- Have a Certain Status in the Community
- Expensive membership dues or entrance fees

DaVillage Social Club plus will do its part in making sure our members are able to enjoy themselves in a safe space. Potential members will be screened and vetted before voted in as a new member. They will have to complete a vigorous application process, including a personal interview, a criminal background and history check, and, except in instances of open-membership drives, sponsorship by an existing member, who vouches for the applicant's character. DaVillage Social Club Plus wants to be fully aware of all its members who enter their facility and ensure that they share DaVillage Social Club Plus' vision and will make a positive contribution to the Club. DaVillage Social Club Plus has established House Rules applicable to all of its members and their guest which are designed to ensure a safe, secure, and enjoyable environment for all. In being a positive asset to the community: Each month the DaVillage Social Club Plus will sponsor a unique event of some sort to provide variety and exciting go-to venue for its members and their guests. It should however be noted that this industry has peak periods such as during the middle and end of the year where more events are thrown. Therefore, anyone going into this industry must be conversant with the peak and off-peak periods in the industry; this means being able to make plans accordingly for strategic growth.

DaVillage Social Club Plus plans to join the trend of other banquet halls which have started incorporating into their core services additional services such as catering, bartending, professional wait staffing, and event coordination in an effort to make it easier for their clients who are planning for an event, by eliminating the client's need to bother about contracting others and making separate arrangements for these services. Taking this approach will in turn provide additional revenue streams for the banquet hall

rental portion of DaVillage Social Club Plus' operation while also allowing DaVillage Social Club Plus to expand its community-wide network to grow its operations and programs.

Technology, especially the internet, has elevated competition amongst. Every hall now has a website that not only points to all the services they offer but also shows the clients attractive pictures of the center to attract more clients to patronize their services. Also, social media platforms such as Facebook, Twitter, and Instagram are being used to effectively market to clients.

SWOT Analysis

Strengths	Weaknesses	Opportunities	Threats
Being one of the newest Social Clubs in the city will garner interest from the market.	Saturated nightlife industry with many options	Various on-line platforms for marketing.	Highly competitive market with new clubs opening up.
Convenient location near a public transportation, 10 minutes from downtown and other popular landmarks, such as Rivers Casino & PNC Station.	Club attendance might be hit or miss depending on the trends of the nightlife	Opportunity to create community service projects to benefit community and obtain more club members.	Health Department and CDC restrictions and shut downs because of public health infectious disease threats.
Relationship with community and stakeholders is one of the major strengths.	Older building with constant upgrades and repairs.	Upgrade the kitchen to provide more made to order foods and kitchen rentals.	Increasing utility and operational costs.

Marketing Analysis

Competitors

Social Club in the Community		Barriers	
Corlis War Vets Association 2806 Straka St Pittsburgh, PA 15204	<ul style="list-style-type: none"> • Must have a certain qualification to be a member • Limited diversity and inclusion within membership • Caters to a more senior crowd • No Banquet Hall for members to utilize or rent • Limited Community engagement • Limited Access to hot foods throughout the day 		
Pulaski Polish Club 14 Linhart St Pittsburgh, PA 15220			
Olimpic Club 520 Alexander St. Pittsburgh, PA 15220			
U-Bets Club 738 Lorenz Ave Pittsburgh, PA 15220			
Banquet Rentals in the Community		Standard Rental Price	Barriers
Community of Change Center 3632 Centrella St. Pittsburgh, PA 15204 (412) 620-3833	\$350.00	<ul style="list-style-type: none"> • No Alcohol • Not on Bus line • No Late-Night Rentals 	
Win Char Community center 1550 Clarkton St Pittsburgh, PA 15204 (412) 331-3242	\$400.00	<ul style="list-style-type: none"> • No Large Parties • No Late-Night Rentals • No Amenities Offered 	
Knights of Columbus Hall 10 W Crafton Ave Pittsburgh, PA 15205 (412) 921-9347	\$400.00	<ul style="list-style-type: none"> • Not on Bus line • No Amenities Offered 	
American Legion 2863 Chartiers Ave, Pittsburgh, PA 15204 (412) 331-0341	\$500.00	<ul style="list-style-type: none"> • No Recent Updates • No Amenities Offered 	

Marketing Plan

Promotional Strategy

DaVillage Social Club Plus will do most of its promotional campaigns via social media. All social media platforms will be utilized to advertise their events. The following platforms are and will continue to be used: Facebook, Instagram, Snap Chat, Tic Toc, Google, and DaVillage Social Club Plus' Website. There is also a Facebook group created called "DaVillage Members Only Social Club and Event Center." This group is used to greet, engage, and inform members on all the events and updates relating to them. DaVillage will also distribute printed publications to get the word out as well. The best way to advertise is word of mouth; therefore, the village owners/staff will verbally tell friends, family, and everyone they encounter about our events and membership packages.

Promotional Team

DaVillage SCP Street Team- Responsible for distributing DaVillage Social Club Plus literature, flyers, and publications and spreading the word about DaVillage Social Club Plus Events through word of mouth.

DaVillage Social Club Plus Social Media Team- Responsible for Sharing and promoting DaVillage Social Club Plus events using all social media platforms. The team will share literature, flyers, publications, and promotional campaigns to get the public excited about what DaVillage Social Club Plus has planned.

DaVillage SCP Social Media Ambassador- Will be responsible for managing and recruiting and organizing the DaVillage Social Club Plus Street and Social Media team. Also responsible for helping to facilitate DaVillage Social Club Plus' Facebook Group, by becoming an administrator, keeping members engaged and informed on all Events and promotions.

Website - DaVillage Social Club Plus will continue to update and utilize its web page for advertisement, purchasing, information about club events, and all other general club information.

Examples of DaVillage Social Club Plus' Social Media Promotional Publications:



Revenue Forecast

DaVillage Social Club Event Revenue:

DaVillage Social Club Plus generates revenue in several different ways. From their Membership packages, entry fees, weekly Events, food sales, basket raffles, cocktail hours for weddings, to their Banquet rentals and amenities. Once the Club Catering Liquor License is obtained the revenue stream will increase tremendously; notwithstanding the BYOB nature on non-member sponsored events in the banquet hall. Here are a few income streams and the average revenue currently generated:

Sunday/Saturday Dinner

Monthly average \$1200

Average (40) meals at (\$15)

Total revenue = \$600.00

Taco Tuesday Club Hours (5pm- 9pm)

Held every week on Tuesday

Average of (25) people at (\$20) entry fee

Average (10) meals at (\$5) <-- (Take Out)

Total revenue = \$550.00

Work Out Wednesday/Thin out Thursday (6pm- 7pm)

Held every week on Wednesday

Average of (20) people at (\$10) per class

Average (6) healthy Salads at (\$8)

Total revenue = \$248.00

Vamped Out Café West (1am- 3am)

Always 4 held per month

Average of (70) people at (\$20) entry fee

Average (20) meals at (\$15)

Total revenue = \$1700.00

Allnighter Café West (1am- 3am)

Based on 4 events/ Month

Average of (80) people at (\$20) entry fee

Average (25) meals at (\$15)

Total revenue = \$1975.00

Themed Basket Raffles

Average (30) tickets sold at (\$5)

Total revenue = \$150.00

Estimated Alcohol Revenue

Weekly Average

Total revenue = \$5,000

DaVillage Social Club Plus Members Only Themed Events:

Teen Glow Party

Once a month

Average of (50) people at (\$5) entry fee

Average (30) meals at (\$5)

Total revenue = \$400.00

DaVillage Football/Basketball

When there is a late game

Average of (30) people at (\$20) entry fee

Projected Total revenue = \$600.00

DaVillage Boxing

When there is a popular fight

Average of (30) people at (\$20) entry fee

Projected Total revenue = \$600.00

DaVillage Card Parties

One every other month

Plan on Average of (50) people at (\$5) entry fee

Average (30) meals at (\$10)

Projected Total revenue = \$550.00

Paint and Sip Events

Once a Year

Plan on selling (50) tickets at (\$20)

Projected Total revenue = \$1,000.00

DaVillage Themed Parties

Plan on Average of (100) people at (\$10) entry fee

Projected Total revenue = \$1,000.00

Average Monthly Food Expenses

Sunday dinner (2/month average) = **\$300.00**

Weekly events = **\$800.00**

Total food expense: = \$1,100.00 per month

DaVillage Social Club Plus Projections:

Project Balance Sheet

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Cash	-\$19,243	\$57,032	\$100,519	\$140,565	\$213,054
Other Assets	\$171,722	\$73,822	\$29,010	\$37,542	\$123,364
Total Assets	\$152,479	\$130,854	\$129,529	\$178,107	\$336,418
Accounts Payable	\$43,136	\$43,544	\$43,544	\$60,105	\$98,954
Other Liabilities	0	0	0	0	0
Total Liabilities	\$43,136	\$43,544	\$43,544	\$60,105	\$98,954
Equity Capital					
Retained Earnings	\$109,343	\$87,310	\$85,985	\$118,002	\$237,464
Total Shareholder Equity	\$109,343	\$87,310	\$85,985	\$118,002	\$237,464
Total Liabilities & Shareholder's Equity	\$152,479	\$218,164	\$130,854	\$178,107	\$336,418

Projected Profit and loss Statement

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Sales	\$118,193	\$296,494	\$387,466	\$446,224	\$560,390
Cost of Sales	\$46,199	\$142,692	\$177,217	\$209,172	\$249,962
Gross Profit	\$64,776	\$153,802	\$210,249	\$237,052	\$310,429
Total Expenses	\$84,019	\$96,770	\$109,730	\$96,486	\$97,374
Net Profit (loss)	-\$19,243	\$37,641	\$66,343	\$92,773	\$140,616

DaVillage Social Club Plus Forecast:

DaVillage Social Club Plus' future plans are to continue to grow and thrive as an asset to the community. Continue to further expand their community engagement and involvement through community service projects, public health activities, and enriching community events.

DaVillage Social Club Plus' future goals are to expand memberships and recruit community members who share their vision and can use their strengths and talents to help further its agenda and vision. Continue to collaborate and network with more local businesses to help create the best experience for their guests. Also to obtain a Social club licensing and hire more staff as they expand and grow their brand. They plan to hire about 10-12 people within the next year:


DaVillage
Social Club & Event Center, LLC

Hiring Event

DaVillage is hosting a hiring event. We are looking to fill the following positions!

<ul style="list-style-type: none">• Bartenders• Servers• hostess• Cooks• Maintenance	<p>48 Greenway Drive</p> <p>Pittsburgh, PA 15204</p> <p>412.503.4078</p>
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Please email your resume to (davillage48@gmail.com) or stop in for an on the spot interview. Or call us for more information.
See you soon... Thank You

Appendix

Food Publications:

DaVillage
Club Hours
"Taco Tuesday"
 (Open - 4pm)
 48 Greenway Drive #1204
 412.502.4072



DaVillage
Soul Food Sunday!
 Sunday Nov 7th, 2021 @ 5pm at DaVillage
Take Out Menu
 Chicken Alfredo (\$15) two sides
 Seafood Alfredo (\$20) two sides
Sides include:
 Garden Salad and Garlic Bread
Specialty Cakes (\$5)
 You can pre-order or PICK UP in the Take Out!!
 Cash App (\$20 @ DaVillage) "Sharon"
 48 Greenway Dr #1204
 412.502.4072



DaVillage
Nacho Tuesday
 (1pm - 4am)
 48 Greenway Drive #1204



DaVillage
Sunday Munchies!
 Saturday May 17th, 2020 @ 1pm at DaVillage
Take Out Menu
 Hot & Spicy (\$6)
 Piece of the Big A Burger (\$4)
 Potato Fries (\$3)
 Specialty Cakes (\$5)
Village Take Out includes
 Garden Salad, & Bread (\$1)
 You can pre-order or PICK UP in the Take Out!!
 Cash App (\$20 @ DaVillage) "Sharon"
 48 Greenway Dr #1204



DaVillage
Sunday Dinners
 April 19, 2020
 Pre orders must be in by Saturday
 Cash App (\$12) to (DaVillage)
 Or orders via our cash payment arrangements!
Take Out Menu
 Roast with Mushroom Gravy
 Long Grain Rice
 Fried Cabbage
 Glazed Carrots
 Sweet Corn bread
PICK UP @ 1pm Sunday @ DaVillage
 48 Greenway Dr #1204



DaVillage
Soul Sundays!
 Sunday November 8th, 2021 @ 4pm at DaVillage
Take Out Menu
 Pork Rib Dinner (\$15)
 Turkey Rib Dinner (\$15)
 Specialty Cakes (\$5)
Sides include:
 Garden Salad & Bread
 Garden Salad & Bread
 You can pre-order or PICK UP in the Take Out!!
 Cash App (\$20 @ DaVillage) "Sharon"
 48 Greenway Dr #1204
 412.502.4072



DaVillage
Soul Food Weekends!
 Saturday Dec 10th, 2021 @ 4pm at DaVillage
Take Out Menu
 Meatloaf Dinner (\$15)
 - Hot Sauce & Stuffing with Mashed Potatoes
 - Beef Lentils & Cabbage
 Sides include:
 - Fried Cabbage, Special Potatoes, & Cornbread
 You can pre-order or PICK UP in the Take Out!!
 Cash App (\$20 @ DaVillage) "Sharon"
 48 Greenway Dr #1204
 412.502.4072
 Ask about our memberships & benefits!




DaVillage After Hours Café:

The kitchen is open to hungry patrons after hours. Members must pay an entry fee and for their food. DaVillage Gold and Dimond members get in free of charge.



DaVillage
Swing through for the After Hours
Vamped Out
Fridays & Saturdays
Swing through for the After Hours
(1am to 4am)
Food Free Pool* BYOB*
Music Refreshments* Booths*
48 Greenway Drive 15204
Must Wear a Mask to Enter!
Thank You



WELCOME
to **DaVillage**
Members Only Social Club

Club Cafe Menu
(2019) with Price & Drink

Big A Burger	\$7
Beef, Turkey, Vegan	
Big A Rubs on	\$7
Corned beef Bristet on Rye w/swiss	
Chili Cheese Dog	\$5
2 All Beef with Homemade Chili	
San Francisco Fish Chicken	\$5 \$10
(5) wings or (10) wings	
Buffings Fish & Chips	\$10
Whiting or Cod with fries	
Tacos (Soft/Hard)	2/\$
Beef, chicken, turkey	
Loaded Nachos	\$5
Beef, chicken, turkey	
DaVillage Salad	\$8
Chicken, Seafood, Taco	

Price \$3 Coke \$4 Friche \$1 Gum \$0
Soup \$3 Eggs \$3.91 Pop \$1 Chips \$1
48 Greenway Drive 15204 412.513.2911



DaVillage
Nacho Tuesday
After Dark
After Hours
(1am - 4am)
48 Greenway Drive 15204



DaVillage Social Club Plus Gives Back:

DaVillage Social Club Plus focuses primarily on community engagement and togetherness through entertainment, community service, and wellness activities. DaVillage Social Club Plus strives to be the platform for this experience, while providing access to community partners and public health activities that benefit the community. DaVillage Social Club Plus will also annually sponsor a contest in which a not-for-profit organization and/or charity can win a free banquet hall event rental.




DaVillage Gives Back!
Social Club Plus

DaVillage Social Club Plus would like to help Non Profits and Organizations in our community thrive!

We want to sponsor a ...

Free Fundraising Rental On Us

It's a contest, so write to us and tell us why your program or organization should be chosen. We will provide the venue, but the event is totally organized by you. The winner will be announced January 2022. Winners will have 6 months to choose a fundraising date. **GOOD LUCK!**

You can email or mail your response to us!
48 Greenway Dr. PGH 15204
DaVillage48@gmail.com
DEAD LINE FOR ENTRY IS DECEMBER 31st 2021!









Melt Down Mondays
at DaVillage Social Club Plus

Join us on Mondays & Wednesdays 5:30pm-7pm for our melt down class! **FREE!**

5:30pm - 7pm

Each 45 minute class is \$10

If you want to attend this month please book by 10/25/21 by 11:59pm. "Melt Down" classes cancel up to 24 hours and cannot be rescheduled or refunded. **SPACES ARE LIMITED!**

48 Greenway Dr. 15204





**ACCELERATING BUSINESS EXPANSION LOAN (ABEL)
LOAN AGREEMENT**

THIS ACCELERATING BUSINESS EXPANSION LOAN (ABEL) LOAN AGREEMENT (the "Agreement"), effective 12/7/21, is made by and between INVEST PGH INC., a Pennsylvania nonprofit corporation, located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 ("INVEST PGH") and MELANIN PROPERTIES LLC, a Pennsylvania limited liability company, with an address of 48 Greenway Drive, Pittsburgh, Pennsylvania 15204 ("Borrower"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Borrower has requested a loan from INVEST PGH, and INVEST PGH has agreed to make a loan to Borrower on the terms and conditions set forth herein; and

WHEREAS, INVEST PGH is authorized to enter into this Agreement pursuant to the Accelerating Business Expansion Loan (ABEL) Program Guidelines.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference as if fully set forth at length herein.

2. **Loan**

(a) **The Loan.** Subject to the terms and conditions and relying on the representations and warranties set forth herein, INVEST PGH agrees to make a loan to Borrower in an amount not to exceed ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00) (the "Loan"). The Loan shall be evidenced by a promissory note dated the date hereof from Borrower to INVEST PGH in the amount of the Loan (the "Note"). Interest shall accrue on the Note, and principal and interest shall be payable, in accordance with the terms of the Note.

(b) **Prepayment.** Borrower shall have the right to prepay the Loan in whole at any time and in part from time to time without premium or penalty.

(c) **Disbursement.** The Loan funds shall be disbursed exclusively within three (3) months of execution of this Agreement and in response to one or more requests for disbursement signed by Borrower and supported by invoices or other documentation reasonably acceptable to INVEST PGH evidencing eligible costs incurred on the Project (hereinafter defined).

3. **Fees.** On or before the date of closing of the Loan, Borrower will pay INVEST PGH an application fee of \$350.00 and a due diligence fee of \$4,050.00, equal to 3.0% of the amount of the Loan, and all applicable filing fees.

4. Use Of Loan Proceeds. The proceeds of the Loan (the "Proceeds") shall be used solely for (check one or more of the following):

- Soft costs (e.g., acquisition, design, engineer, legal, etc.);
- Leasehold improvements;
- Working capital;
- Machinery and equipment; and/or
- Other Building purchase and Loan/Closing Fees.

Collectively, the uses of the Proceeds described above is referred to herein as the "Project".

5. Other Project Financing.

- (a) Borrower will receive a loan from the Urban Redevelopment Authority of Pittsburgh's Minority Business Recovery and Growth Fund program in the amount of \$100,000.00, and Borrower will contribute equity to the Project in the amount of \$32,000.00 (the "Other Project Financing").

6. Security For Repayment Of The Loan. As security for its indebtedness hereunder, Borrower shall execute and deliver to INVEST PGH the following:

- the Note; and

check all of the following that apply:

- an Open-End Mortgage, Assignment of Leases and Rents, Security and Fixture Filing executed by Melanin Properties LLC, in the Property located at 48 Greenway Drive, Pittsburgh, Pennsylvania 15204, securing the Note (the "Mortgage");
- a Security Agreement executed by Melanin Properties LLC (the "Security Agreement") granting to the URA a first lien security interest in the collateral located at 48 Greenway Drive, Pittsburgh, Pennsylvania 15204, as further described therein (the "Collateral");
- an Assignment of Leases and Rents on Borrower's fee simple/leasehold interest in the Property securing the Note (the "Assignment");
- Guaranty and Suretyship Agreement executed by DaVillage Social Club and Event Center LLC (the "Corporate Guaranty");

- Guaranty and Suretyship Agreement executed by Karen Mitchell (the “Mitchell Personal Guaranty”);
- Guaranty and Suretyship Agreement executed by Sharee Walker (the “Walker Personal Guaranty”);

(collectively, this Agreement, the Note, the Mortgage, the Security Agreement, the Corporate Guaranty and the Personal Guaranties are sometimes referred to herein as the “Loan Documents”).

7. Representations And Warranties. Borrower represents and warrants to INVEST PGH that:

(a) The Loan Documents have been duly and validly executed and delivered by Borrower and constitute valid and legally binding obligations enforceable in accordance with their respective terms.

(b) Except for the Other Project Financing, Borrower is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind that materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of Borrower, other than those described herein.

(c) There are no legal actions or proceedings pending or to Borrower’s knowledge threatened against or affecting Borrower before any court or any governmental department or agency the result of which might substantially impair Borrower’s operations or financial condition or Borrower’s ability to repay the Note.

(d) All permits and approvals required for the construction of the Project have been complied with in all respects.

(e) All work done on the Project has been or will be promptly paid for, and each contractor, subcontractor, supplier, materialman and laborer has waived or will waive the right to file a claim or any mechanics’ lien on any part of the Project.

(f) No litigation or proceeding is currently pending, or to Borrower’s knowledge threatened, that would have a materially adverse effect upon the financial condition of Borrower or affect the title to the Project.

(g) Without the prior written consent of INVEST PGH, Borrower shall not further mortgage, assign, convey, sell or otherwise dispose of the Project or any part thereof.

(h) Borrower has filed all tax returns and reports required by law and Borrower has paid all taxes, assessments, contributions, fees and other governmental charges levied upon Borrower or upon its properties or assets or income which are due and payable (other than those presently payable without penalty or interest and those currently being contested in good faith).

(i) Borrower will be required to make best efforts that any jobs, outlined in their loan application as being created, are reported to Invest PGH when they are filled. It is also requested to make these designated new job(s) available to low- and moderate-income persons. Invest PGH will be sending Partner4Work a copy of Borrower's commitment letter and Partner4Work may contact Borrower regarding any new job openings. Borrower will make every effort to advertise and post any new hiring positions with Partner4Work or any other job posting sites and/or organizations referred by Invest PGH. Invest PGH retains, at its sole discretion, the ability to inform career resource centers about job openings at Borrower's business.

8. Affirmative Covenants. Until payment in full of the Note and all other payments due to INVEST PGH hereunder and the performance of all of the terms, conditions and provisions of the Loan Documents, Borrower shall cause the following to be done:

(a) Borrower will deliver to INVEST PGH, within fifteen (15) days after any written request therefor from INVEST PGH, such information as may be reasonably necessary to determine whether Borrower is complying with its covenants and agreements contained in this Loan Agreement or whether an Event of Default has occurred.

(b) Borrower will cause the Note to be paid in accordance with its terms.

(c) Borrower will, upon demand, promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on its income or profits or on any property, real, personal and mixed, belonging to Borrower or upon any part thereof, and also all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon the Project.

(d) Borrower agrees that it will at all times during the term of the Loan, comply with all applicable local, state and federal laws, rules and regulations relating to the Project in all material respects.

(e) Borrower will pay all costs and expenses in connection with the recording and/or filing of any documents, statements or instruments incidental hereto and any stamp or other taxes which may be payable with respect to the execution or delivery of this Agreement.

(f) Borrower will permit INVEST PGH, the City of Pittsburgh, HUD, the Comptroller General of the United States, the Auditor General of Pennsylvania, or any of their duly authorized representatives upon reasonable advance notice to have reasonable access during normal business hours to any books, documents, papers, and records of Borrower which are directly pertinent to the Loan provided hereunder for the purpose of making audits, examinations, excerpts and transcriptions. All such records shall be retained for a period of three (3) years following the final advance.

(g) Borrower will provide and keep in effect, by paying the necessary premiums thereon, those policies of hazard and liability insurance upon the Project required by this Agreement.

(h) Except to the extent caused by the gross negligence and/or willful misconduct of INVEST PGH and/or anyone acting through or on behalf of INVEST PGH, Borrower will indemnify and hold INVEST PGH harmless from and against all claims, demands, and actions based on, or arising out of, any conduct of Borrower, its employees, agents, contractors and subcontractors with respect to the Project, and defend any and all actions brought against INVEST PGH based upon any such claims or demands with counsel of INVEST PGH's choice.

(i) Borrower will comply with the applicable building codes of the City of Pittsburgh, County of Allegheny, and the Commonwealth of Pennsylvania and any applicable historic preservation requirements and standards of the City of Pittsburgh, Commonwealth of Pennsylvania and United States of America.

9. Certification Regarding Lobbying. Borrower certifies, to the best of its knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) Borrower shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. Debarment Certification.

(a) Borrower certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the

federal government. Borrower will include this certification in all contracts and subcontracts funded by this Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165.

(b) Borrower further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Borrower or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Borrower cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

(c) Borrower's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Borrower shall have an obligation to inform INVEST PGH if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

(d) The failure of Borrower to notify INVEST PGH of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

11. Conflicts Of Interest.

(a) Borrower covenants that Borrower (including, but not limited to, officers, partners, and employees of Borrower) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Borrower further covenants that no person having any such interest shall be employed in the performance of services for this Agreement.

(b) Borrower acknowledges that no employee of INVEST PGH who exercises or has exercised any function or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to the activities to be performed under this Agreement, may obtain a personal or financial interest or benefit from the activity, or have an interest in the Agreement, subcontract, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter and in some instances the restriction shall be indefinite after their employment.

(c) Borrower and its employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value to any INVEST PGH employee.

12. Assignment Of Agreement. Except as permitted herein, Borrower shall not assign this Agreement or any part of any advance to be made hereunder without prior written consent of INVEST PGH.

13. Events Of Default. The occurrence of any of the following events shall, at INVEST PGH's option, constitute an Event of Default hereunder:

- (a) Borrower fails to pay principal and/or interest when due;
- (b) An event of default occurs under any of the Loan Documents following the expiration of the applicable notice and cure periods set forth herein and therein;
- (c) Borrower fails to comply with the covenants and/or requirements contained in any of the Loan Documents and such failure shall continue for thirty (30) days after written notice of the same is given;
- (d) Any material adverse change in the financial condition of Borrower;
- (e) Borrower does not permit INVEST PGH or its representatives to enter upon the Project and make inspections at all reasonable times after reasonable notice as set forth in this Agreement; and/or
- (f) Borrower expends the Proceeds for any purpose other than approved Project costs.

14. Period To Cure Events Of Default. Upon the occurrence of an Event of Default, INVEST PGH shall notify Borrower in writing of the Event of Default and Borrower shall have thirty (30) days in which to cure the Event of Default, unless a shorter or longer grace period is specified in any Loan Document, or if the Event of Default cannot be cured within such period, Borrower shall commence such cure and shall have a commercially reasonable time to complete the cure so long as it pursues such cure diligently.

15. Remedies

(a) If one or more of the foregoing Events of Default occur, following the expiration of any applicable cure period, INVEST PGH may declare Borrower to be in default hereunder and INVEST PGH may exercise one or more of the following remedies:

- i. Withhold further advances hereunder;
- ii. Declare the Note due and payable and institute proceedings for collection;
- iii. Exercise all rights and remedies available to INVEST PGH under the terms of the Loan Documents and/or at law or equity, including, but not limited to, institution of legal proceedings or other proceedings in the name of Borrower or INVEST PGH as INVEST PGH may deem appropriate;

- iv. Disburse the Proceeds directly to third parties;
- v. Declare Borrower and its principals ineligible to do business with INVEST PGH; and
- vi. Recover from Borrower all costs and attorneys' fees incurred.

(b) The rights and remedies exercisable hereunder may be exercised cumulatively and successively and no delay or failure of INVEST PGH in the exercise of any right or remedy hereunder or under the any of the Loan Documents shall affect any such right or remedy, nor shall any single or partial exercise thereof preclude any further exercise thereof, and no action taken or omitted by INVEST PGH shall be deemed to be a waiver of any such right or remedy.

16. Waiver Of Notice. Borrower hereby expressly waives any requirement for presentment, demand, protest, notice of protest or other notice of dishonor of any kind, other than the notice specifically provided for herein.

17. Approvals And Notices. Any notice required or permitted to be given pursuant to this Agreement or in the Loan Documents shall be in writing and shall be deemed to have been duly given on the earlier of (i) the date received, or (ii) two (2) business days after the date such notice is mailed by United States Registered or Certified Mail, Return Receipt Requested, to INVEST PGH and to Borrower at the addresses set out in the caption of this Agreement.

18. Survival Of Representation And Warranties. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and all other Loan Documents.

19. Survival Of Obligations. All obligations of Borrower under this Agreement and any other Loan Document which have not been fully performed, paid and satisfied at the time of closing of the Loan shall survive said closing.

20. Severability. If a provision of this Agreement is declared null and void, the remaining provisions of this Agreement shall remain in full force and effect.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

22. Consent To Jurisdiction. Borrower hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto, and Borrower irrevocably agrees to service of process by personal service upon Borrower wherever Borrower may be then located, or by certified mail or registered mail, return receipt requested, directed to Borrower at its address stated herein.

23. Construction And Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and

contemporaneous agreements and understandings of the parties in connection herewith. This Agreement may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. This Agreement has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement.


24. Nondiscrimination. Borrower agrees to abide by, and use diligent efforts to require its contractors and subcontractors to fully abide by, all applicable laws and regulations regarding nondiscrimination, and to further refrain from discriminating, whether in employment, contracting, or otherwise, on the basis of sexual orientation, gender identity, and/or gender expression.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

INVEST PGH INC., a Pennsylvania nonprofit corporation

By: 
Name: Rebecca Davidson-Wagner
Title: President

MELANIN PROPERTIES LLC

By: 
Name: Karen Mitchell
Title: Owner

MELANIN PROPERTIES LLC


By: 
Name: Sharee Walker
Title: Owner

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ABEL Program Guidelines

Accelerating Business Expansion Loan Fund (ABEL) Program Guidelines March 2021

I. Program Summary

The Accelerating Business Expansion Loan Fund (ABEL) is designed to stimulate the growth of new and existing businesses in the City of Pittsburgh. The ABEL provides competitive market-rate financing with flexible underwriting standards for small- to medium-sized commercial businesses for real estate purchase, pre-development, development or construction; furniture, fixtures, equipment, inventory, machinery; and working capital.

II. Program Funding

The ABEL may be funded in part through the City of Pittsburgh, the Commonwealth of Pennsylvania Department of Community and Economic Development, the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) sources, U.S. Department of the Treasury, and/or other public and private sources raised by Invest PGH for business lending.

III. Eligibility

The following criteria will be used to determine whether an applicant is eligible for an ABEL loan:

A. Area Eligibility

ABEL projects must be located within the City of Pittsburgh. Preference is given to those businesses that are located in an Investment Area as defined by the Community Development Financial Institutions (CDFI) Fund.

B. Types of Businesses

Eligible businesses are defined to include commercial and industrial businesses, wholesale, retail, service enterprises, advanced technology companies, and manufacturing firms. Real estate development companies, including non-profit Community Development Corporations, may utilize ABEL for targeted projects in Avenues Of Hope (AOH) corridors.

Final determination of types of business that qualify for an ABEL loan is at the discretion of lending analysts but those prohibited are broadly included in this list; Banks, savings and loan associations, non-independently owned gas stations, "flippers" of real estate, golf courses, massage parlors, used car lots, bars, adult entertainment establishments, beer distributors, check cashing outlets, and furniture and appliance rental shops are not eligible for ABEL loans.

C. Other Eligibility Requirements

1. Loans must satisfy the conflict of interest and any other requirements established by the CDFI regulations, if applicable.
2. The applicant must not be delinquent or in default on federal, state or local taxes or any existing private or publicly financed loan and may be required to sign an affidavit to that effect.

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ABEL Program Guidelines

3. The proprietor, partner, director or any shareholder of the business must not have been convicted of a financial Felony.

IV. Eligible Activities

- A. Land costs, including acquisition and site preparation.
- B. Building costs, including acquisition, construction and rehabilitation.
- C. Soft costs associated with property development, including legal, architectural, engineering, surveys and other related costs.
- D. Machinery, furniture, fixtures, and equipment, including acquisition, delivery and installation.
- E. Working capital
- F. Leasehold improvements, including façade renovations.
- G. Energy efficiency upgrades.
- H. Refinancing of existing debts to the extent that the debts are inhibiting the growth of the business. Subject to Invest PGH review.

Loan proceeds may not be used for: distribution or payment to the owners, partners, shareholders, or beneficiaries of the applicant or members of their families, exclusive of reasonable developer's fees acceptable to Invest PGH.

V. Parameters of Loan

- A. Loan Size: The maximum loan amount shall be \$150,000. The minimum loan amount is \$30,000.
- B. Private Sector Investment: Loans are made in conjunction with a private lending source, which could include owner equity, private debt, or other government debt.
- C. Equity Requirements: Each project shall contain a minimum cash equity investment by the applicant of ten percent (10%) of the total project cost.
- D. Loan Security: All loans must be fully secured with a pledge of assets, which include but are not limited to, lien positions on land, buildings, personal residence and/or any other assets. Typically, personal guarantees are required.
- E. Insurance: Borrower shall be required to maintain insurance providing adequate coverage against the perils of fire, hazard, extended coverage, public liability and other insurance as Invest PGH may require; in form and substance satisfactory to Invest PGH naming Invest PGH as Mortgagee (where applicable), Lender Loss Payee, and additional insured. Further, title insurance and collateral assignment of life insurance may be required as necessary.
- F. Term: Up to 5 years for working capital, up to 7 years for equipment, up to 15 years for leasehold improvement, and up to 20 years for real estate. In "Target" areas, as determined by the Invest PGH Board of Directors, the term may be extended not to exceed 30 years. There is no pre-payment penalty.

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ABEL Program Guidelines

- G. Interest Rate: The interest rate shall be set by Invest PGH. The interest rate shall be no more than Six percent (6%). Such interest rate shall be fixed for the term of the loan and shall be set as of the Loan Review Committee approval date.
- H. Fees:
1. Application Fee: The Application Fee of \$350 is non-refundable. This fee counts towards the applicant's equity requirement.
 2. Due Diligence Fee: Three percent (3%) of the total Invest PGH loan, which may be financed as part of the total project cost.
 3. Construction Inspection Fee: A 50 basis point fee, based on the total loan amount, will be assessed at closing to cover construction inspection fees. If Invest PGH financing is applied towards construction costs, then a construction monitor is required. If the construction inspection is provided by a private lender, no construction inspection fee is required.
 4. Filing Fees: All filing fees will be the responsibility of the applicant (i.e., Mortgages, UCCs, Assignment of Leases and Rents).
 5. Misc. Closing Fees: If Invest PGH is acting as a primary lender, additional fees for items such as appraisals, title insurance, etc., may be charged at closing.

VI. Loan Application Processing

Invest PGH has established written application processes and procedures that will facilitate the application process and will best serve the objective of the ABEL. The procedures may be amended from time to time and shall be binding upon all Borrowers/Applicants.

The Borrower/Applicant shall submit all information that Invest PGH requires, including any documentation needed to establish the eligibility and credit worthiness of the Borrower/Applicant, Borrower/Applicant's principals and guarantors, if any, and the feasibility of the proposed use.

A. Loan Approval and Disapproval

1. Invest PGH, in its sole discretion, may approve or disapprove loan applications in accordance with these guidelines.
2. The Borrower/Applicant must meet Invest PGH deadlines for submission of documents at each stage of the application process. The Borrower/Applicant's failure to meet the stated deadlines may result in the cancellation of the application.
3. All applications will be processed through a review and approval process. In Invest PGH's sole discretion, review will be conducted by Invest PGH staff and the Invest PGH Loan Review Committee (IPGHLRC) comprised of private lenders, university small business development centers and entrepreneurship offices and others with expertise in evaluating business financial or commercial real estate financing. Upon affirmative recommendation from the IPGHLRC, final loan approval will be made by Invest PGH's President or approved staff.

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ABEL Program Guidelines

4. Approval shall be evidenced by a written commitment to the Borrower/Applicant. Further action may not be taken toward closing the ABEL loan until the Borrower/Applicant executes and returns to Invest PGH a copy of the commitment letter with the Due Diligence fee. No construction activity or equipment purchases may occur prior to loan closing unless authorized by Invest PGH.
5. If a loan application is rejected, Invest PGH shall notify the Borrower/Applicant in writing. If appropriate, the rejection letter shall state the reason for the rejection of the loan application.

B. Withdrawal of Application

Any Borrower/Applicant may withdraw the loan application at any time before closing by giving written notice to Invest PGH. The Borrower/Applicant shall bear any costs incurred including, but not limited to, credit reports, appraisals, and application fees.

C. Loan Closing

The loan closing will be scheduled at a time acceptable to Invest PGH and to the Borrower/Applicant.

D. Taxes and Assessments

All taxes and assessments against the property and business which are due and payable shall be paid before or at closing, where applicable, and the Borrower/Applicant shall provide evidence satisfactory to Invest PGH that such payments have been made.

E. Assumption

Loans may be assumed only if approved by Invest PGH in writing prior to the assumption. Invest PGH may charge an assumption fee. In the event of a transfer of all or part of the business or property, Invest PGH may accelerate payment of the balance of the loan.

Refinancing of existing debt on property that is security for the ABEL during the ABEL loan term is not permitted without the prior written consent of Invest PGH.

VII. Conditions of the Loan

- A. Borrower will make every effort to post jobs with and interview referrals provided by CareerLink or any other job search entity that IPGH recommends.
- B. Invest PGH reserves the right to require loan Borrowers/Applicants to find and use technical assistance in such areas as business planning, marketing, accounting, cash management, and inventory control. When determined appropriate, Invest PGH will contract with a third-party provider for this technical assistance. The Borrower/Applicant must agree to all other terms and conditions set forth in the loan documents provided by Invest PGH.
- C. Invest PGH reserves the right to require a community impact agreement, mutually agreed to by Borrower/Applicant and IPGH, that may include job creation and other community impact metrics. Information either in this agreement or as requested by IPGH staff will include, but is not limited to: Permanent jobs, construction jobs, and average wage. Borrower/Applicant

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ABEL Program Guidelines

may be required to report on the impact metrics described in this agreement throughout the term of the loan.

- D. Invest PGH reserves the right to limit a developer's fee.
- E. Invest PGH reserves the right to request company data, including but not limited to, number of staff, total dollars raised through investment, and company financial statements.
- F. Applicants/Borrowers are required to acknowledge Invest PGH's investment, in construction signage, store window stickers, and press opportunities, as relevant.

VIII. Standard Application Evaluation Criteria

A. Business Evaluation

The historical performance of the business, if applicable, and the proposed owners will be evaluated to assess the ability to repay the loan. Invest PGH evaluates applications utilizing standard loan underwriting criteria, including the 5 'c's of commercial credit: cash flow, capital, collateral, character and credit.

Specifically, this evaluation will include:

1. Financial Performance of the Business: If applicable, this involves an evaluation of the prior three (3) years financial performance, including an examination of tax returns, balance sheets, income statements and cash flow statements.
2. Financial Performance of the Owners: This involves an evaluation of the personal tax returns of the prior three (3) years, and a personal financial statement.
3. Market Performance: This involves an evaluation of the relevant local and national markets and a demonstration of the expectation for a strong potential market for the product or service.
4. Management Ability: This involves an evaluation of the experience and skills of the proprietor, partners, or directors. This includes general business experience as well as specialized experience in the particular industry.
5. Business and Personal Credit: This involves an evaluation of the credit history of the business and its principals. This includes review of business and personal credit history.
6. Public Record Review: This involves an evaluation of public records of the business and its principals. This includes review of prothonotary records, tax checks, federal excluded party database, and other public record sources.

B. Project Evaluation

The merits of the proposed uses of the funds will also be assessed to determine the ability to repay the loan. Early-stage companies must demonstrate sufficient cash flow to repay the loan. Specifically, this evaluation will include:

1. Projected Income and Expenses: This involves an assessment of the validity and risk of the income and expense projections.
2. Projected Financial Statements: A thorough credit analysis will be performed using both historical and projected financial statements.

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ABEL Program Guidelines

3. Value of the Assets and Collateral: Appraisals, when appropriate, will be required to assist Invest PGH in evaluating the ability to secure the loan.
4. Changes in Market Strategy and/or Management Strategy: A complete business plan will be required. Any proposed significant changes in the business plan, market strategy, or management team will be reviewed.

C. Public Benefit Evaluation

Loan applications will be evaluated based on additional criteria measuring public benefits.

1. The percentage of jobs going to low- to moderate-income persons and the quality of those jobs in terms of skill levels, average wage, stability, etc.
2. The total number of jobs created.
3. The impact on the neighborhood and quality of life.
4. The support of minority- or woman-owned business enterprises.

IX. Waiver of Provisions

The President, Board Chair, or the Board of Directors of Invest PGH may waive certain provisions of these guidelines.

X. Notification

Invest PGH reserves the right to:

- A. Notify the appropriate community-based organization of applications received from businesses in their neighborhoods.
- B. Announce all loan commitments publicly.

XI. Additional Information

For additional information, please contact Invest PGH at (412) 255-6547 or via our Web site at www.investpgh.org. Our TDD number for the hearing impaired is (412) 255-6644.

Invest PGH does not discriminate on the basis of race, color, sex, religion, marital status, disability, age, sexual orientation or national origin. No person, solely on the basis of any of the above factors, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the loan and grant programs operated by Invest PGH.

Invest PGH
412 Blvd of the Allies, Suite 901, Pittsburgh, PA 15219

Phone: 412-255-6547 ♦ Fax: 412-255-6542 ♦ TDD: 412-255-6644 ♦ Web site: www.investpgh.org

(EFFECTIVE 3-21)

Exhibit B

Disbursement Schedule

Disbursement of Loan funds will occur within three (3) months from the Effective Date hereof. Disbursement of Loan funds shall be based upon submission of appropriate invoices, bills, receipts, AIA forms, and/or other documentation satisfactory to Invest PGH.

Exhibit C

Melanin Properties LLC
DaVillage Social Club and Event Center, LLC

Sources and Uses of Funds

Use	Amount	URA MBRGF	INVEST PGH	Equity
Building Purchase	\$125,000		\$125,000	
Equipment	\$50,000	\$50,000		
Liquor License	\$60,000	\$50,000		\$10,000
Soft Costs	\$12,000			\$12,000
Working Capital	\$10,000			\$10,000
Loan / Closing Fees	\$10,000		\$10,000	
Total	\$267,000	\$100,000	\$135,000	\$32,000
		37%	51%	12%

MINORITY BUSINESS RECOVERY AND GROWTH FUND
LOAN AGREEMENT

THIS MINORITY BUSINESS RECOVERY AND GROWTH FUND LOAN AGREEMENT (the "Agreement") effective 12/7/21, is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 (the "URA") and DaVILLAGE SOCIAL CLUB AND EVENT CENTER, LLC, a Pennsylvania limited liability company, with an address of 48 Greenway Drive, Pittsburgh, Pennsylvania 15204 ("Borrower"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Borrower has requested a loan from the URA, and the URA has agreed to make a loan to Borrower on the terms and conditions set forth herein; and

WHEREAS, the URA is authorized to enter into this Agreement pursuant to the Minority Business Recovery and Growth Loan Fund Program Guidelines.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference as if fully set forth at length herein.

2. **Loan**

(a) **The Loan.** Subject to the terms and conditions and relying on the representations and warranties set forth herein, the URA agrees to make a loan to Borrower in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) (the "Loan"). The Loan shall be evidenced by a promissory note dated the date hereof from Borrower to URA in the amount of the Loan (the "Note"). Interest shall accrue on the Note, and principal and interest shall be payable, in accordance with the terms of the Note.

(b) **Prepayment.** Borrower shall have the right to prepay the Loan in whole at any time and in part from time to time without premium or penalty.

(c) **Disbursement.** Loan funds shall be disbursed within six (6) months of closing based upon submission of ACH forms, voided checks, invoices and/or other proper documentation satisfactory to the URA (hereinafter defined).

3. **Use Of Loan Proceeds.** The proceeds of the Loan (the "Proceeds") shall be used solely for (check one or more of the following):

- Soft costs (e.g., acquisition, design, engineer, legal, etc.)
- Working capital
- Liquor License
- Machinery and equipment
- Other as described in the Uses of Funds in your Commitment Letter, acknowledged and accepted on September 16, 2021 (the "Commitment Letter").

Collectively, the uses of the Proceeds described above is referred to herein as the ("Project").

4. Security For Repayment Of The Loan. As security for its indebtedness hereunder, Borrower shall execute and deliver to the URA the following:

- the Note; and

check all of the following that apply:

- a Mortgage and Security Agreement, given by Melanin Properties LLC, on Borrower's fee simple/leasehold interest in the Property securing the Note (the "Mortgage")
- a Liquor License Security Agreement to be executed (the "Liquor License Security Agreement") granting to the URA a security interest in a Pennsylvania liquor license to be acquired, Pennsylvania Liquor License No. _____, LID No. _____ (the "Liquor License")
- an Assignment of Leases and Rents on Borrower's fee simple/leasehold interest in the Property securing the Note (the "Assignment")
- a Guaranty and Suretyship Agreement executed by Sharee Walker (the "Walker Personal Guaranty")
- a Guaranty and Suretyship Agreement executed by Karen Mitchell (the "Mitchell Personal Guaranty")

(collectively, this Agreement, the Note, the Liquor License Security Agreement, the Mortgage and the Personal Guaranties are sometimes referred to herein as the "Loan Documents").

5. Representations And Warranties. Borrower represents and warrants to URA that:

(a) The Loan Documents have been duly and validly executed and delivered by Borrower and constitute valid and legally binding obligations enforceable in accordance with their respective terms.

(b) Borrower is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind that materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of Borrower, other than those described herein.

(c) There are no legal actions or proceedings pending or to Borrower's knowledge threatened against or affecting Borrower before any court or any governmental department or agency the result of which might substantially impair Borrower's operations or financial condition or Borrower's ability to repay the Note.

(d) No litigation or proceeding is currently pending, or to Borrower's knowledge threatened, that would have a materially adverse effect upon the financial condition of Borrower or affect the title to the Project.

(e) Without the prior written consent of the URA, Borrower shall not further mortgage, assign, convey, sell or otherwise dispose of the Project or any part thereof.

(f) Borrower has filed all tax returns and reports required by law and Borrower has paid all taxes, assessments, contributions, fees and other governmental charges levied upon Borrower or upon its properties or assets or income which are due and payable (other than those presently payable without penalty or interest and those currently being contested in good faith).

(g) Borrower shall create and/or retain at least one (1) permanent, full-time equivalent job for every \$30,000.00 of Loan funds received within three (3) years of the date of execution of this Agreement. Borrower further agrees that it will make these jobs available to low and moderate-income individuals, and that it will fill all new entry-level, non-supervisory jobs by first considering for employment and interviewing candidates referred by the City of Pittsburgh and the PA CareerLink Pittsburgh Office.

(h) Borrower shall disclose all sources of pecuniary assistance it has received and is anticipated to receive; including any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program; before the effective date of this Agreement.

6. Affirmative Covenants. Until payment in full of the Note and all other payments due to the URA hereunder and the performance of all of the terms, conditions and provisions of the Loan Documents, Borrower shall cause the following to be done:

(a) Borrower will deliver to the URA, within fifteen (15) days after any written request therefor from the URA, such information as may be reasonably necessary to determine whether Borrower is complying with its covenants and agreements contained in this Loan Agreement or whether an Event of Default has occurred.

(b) Borrower will cause the Note to be paid in accordance with its terms.

(c) Borrower will, upon demand, promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on its income

or profits or on any property, real, personal and mixed, belonging to Borrower or upon any part thereof, and also all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon the Project.

(d) Upon receipt of notification from the URA that the Borrower is tax delinquent, Borrower shall provide sufficient evidence that such delinquency has been cleared, or a payment plan has been established, within six (6) months from the date of such receipt.

(e) Borrower agrees that it will at all times during the term of the Loan, comply with all applicable local, state and federal laws, rules and regulations relating to the Project in all material respects.

(f) Borrower will pay all costs and expenses in connection with the recording and/or filing of any documents, statements or instruments incidental hereto and any stamp or other taxes which may be payable with respect to the execution or delivery of this Agreement.

(g) Borrower will permit the URA, the City of Pittsburgh, HUD, the Comptroller General of the United States, the Auditor General of Pennsylvania, or any of their duly authorized representatives upon reasonable advance notice to have reasonable access during normal business hours to any books, documents, papers, and records of Borrower which are directly pertinent to the Loan provided hereunder for the purpose of making audits, examinations, excerpts and transcriptions. All such records shall be retained for a period of three (3) years following the final advance.

(h) Except to the extent caused by the gross negligence and/or willful misconduct of the URA and/or anyone acting through or on behalf of the URA, Borrower will indemnify and hold the URA harmless from and against all claims, demands, and actions based on, or arising out of, any conduct of Borrower, its employees, agents, contractors and subcontractors with respect to the Project, and defend any and all actions brought against the URA based upon any such claims or demands with counsel of the URA's choice.

(i) Borrower shall comply with the conditions set forth in Paragraph G of the Commitment Letter, including but not limited to the reporting requirements contained therein.

(j) During the term of this Loan, Borrower shall submit, at least once per year, detailed information regarding Borrower's commitments as set forth in Section 5(g) above, and shall submit such other detailed information regarding the use and impact of the funds as the URA may request from time to time.

7. Certification Regarding Lobbying. Borrower certifies, to the best of its knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) Borrower shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Debarment Certification.

(a) Borrower certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. Borrower will include this certification in all contracts and subcontracts funded by this Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165.

(b) Borrower further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Borrower or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Borrower cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

(c) Borrower's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Borrower shall have an obligation to inform the URA if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

(d) The failure of Borrower to notify the URA of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

9. Conflicts Of Interest.

(a) Borrower covenants that Borrower (including, but not limited to, officers, partners, and employees of Borrower) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Borrower further covenants that no person having any such interest shall be employed in the performance of services for this Agreement.

(b) Borrower acknowledges that no employee of the URA who exercises or has exercised any function or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to the activities to be performed under this Agreement, may obtain a personal or financial interest or benefit from the activity, or have an interest in the Agreement, subcontract, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter and in some instances the restriction shall be indefinite after their employment.

(c) Borrower and its employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value to any URA employee.

10. Assignment Of Agreement. Except as permitted herein, Borrower shall not assign this Agreement or any part of any advance to be made hereunder without prior written consent of the URA.

11. Subrogation. In consideration of Borrower's receipt of Proceeds from the URA, Borrower hereby assigns to the URA all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program, to the extent of proceeds paid to Borrower under this Agreement, that are determined, in the sole discretion of the URA, to be a duplication of benefits ("DOB"). Upon receiving any DOB proceeds, Borrower agrees to immediately notify the URA. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the URA forthwith.

12. Events Of Default. The occurrence of any of the following events shall, at the URA's option, constitute an Event of Default hereunder:

(a) Borrower fails to pay principal and/or interest when due;

(b) An event of default occurs under any of the Loan Documents following the expiration of the applicable notice and cure periods set forth herein and therein;

(c) Borrower fails to comply with the covenants and/or requirements contained in any of the Loan Documents;

(d) Any material adverse change in the financial condition of Borrower;

(e) Borrower does not permit the URA or its representatives to enter upon the Project and make inspections at all reasonable times after reasonable notice as set forth in this Agreement;

(f) Borrower fails to disclose all sources of pecuniary assistance it has received and is anticipated to receive; including any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program; before the effective date of the Agreement; and/or

(g) Borrower expends the Proceeds for any purpose other than approved Project costs.

13. Period To Cure Events Of Default. Upon the occurrence of an Event of Default, the URA shall notify Borrower in writing of the Event of Default and Borrower shall have thirty (30) days in which to cure the Event of Default, unless a shorter or longer grace period is specified in any Loan Document, or if the Event of Default cannot be cured within such period, Borrower shall commence such cure and shall have a commercially reasonable time to complete the cure so long as it pursues such cure diligently.

14. Remedies

(a) If one or more of the foregoing Events of Default occur, following the expiration of any applicable cure period, the URA may declare Borrower to be in default hereunder and the URA may exercise one or more of the following remedies:

i. Withhold further advances hereunder;

ii. Declare the Note due and payable and institute proceedings for collection;

iii. Exercise all rights and remedies available to the URA under the terms of the Loan Documents and/or at law or equity, including, but not limited to, institution of legal proceedings or other proceedings in the name of Borrower or the URA as the URA may deem appropriate;

iv. Disburse the Proceeds directly to third parties;

v. Declare Borrower and its principals ineligible to do business with the URA; and

vi. Recover from Borrower all costs and attorneys' fees incurred.

(b) The rights and remedies exercisable hereunder may be exercised cumulatively and successively and no delay or failure of the URA in the exercise of any right or remedy hereunder or under the any of the Loan Documents shall affect any such right or remedy, nor shall any single or partial exercise thereof preclude any further exercise thereof, and no action taken or omitted by the URA shall be deemed to be a waiver of any such right or remedy.

15. Waiver Of Notice. Borrower hereby expressly waives any requirement for presentment, demand, protest, notice of protest or other notice of dishonor of any kind, other than the notice specifically provided for herein.

16. Approvals And Notices. Any notice required or permitted to be given pursuant to this Agreement or in the Loan Documents shall be in writing and shall be deemed to have been duly given on the earlier of (i) the date received, or (ii) two (2) business days after the date such notice is mailed by United States Registered or Certified Mail, Return Receipt Requested, to the URA and to Borrower at the addresses set out in the caption of this Agreement.

17. Survival Of Representation And Warranties. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and all other Loan Documents.

18. Survival Of Obligations. All obligations of Borrower under this Agreement and any other Loan Document which have not been fully performed, paid and satisfied at the time of closing of the Loan shall survive said closing.

19. Severability. If a provision of this Agreement is declared null and void, the remaining provisions of this Agreement shall remain in full force and effect.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

21. Consent To Jurisdiction. Borrower hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto, and Borrower irrevocably agrees to service of process by personal service upon Borrower wherever Borrower may be then located, or by certified mail or registered mail, return receipt requested, directed to Borrower at its address stated herein.

22. Construction And Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. This Agreement may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. This Agreement has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement.

23. Nondiscrimination. Borrower agrees to abide by, and usediligent efforts to require its contractors and subcontractors to fully abide by, all applicable laws and regulations regarding nondiscrimination, and to further refrain from discriminating, whether in employment, contracting, or otherwise, on the basis of sexual orientation, gender identity, and/or gender expression.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

WITNESS:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:

DocuSigned by:
Madlene Angello
Assistant Secretary

DocuSigned by:
Diamonte Walker
By: _____
Name: Diamonte Walker
Title: Deputy Executive Director

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Matt Sanders
Attorney, Urban Redevelopment Authority
of Pittsburgh

WITNESS:

DaVILLAGE SOCIAL CLUB AND EVENT
CENTER, LLC

[Signature]

By: Karen Mitchell
Name: Karen Mitchell
Title: owner

WITNESS:

DaVILLAGE SOCIAL CLUB AND EVENT
CENTER, LLC

[Signature]

By: Sharon D. Walker
Name: Sharon D. Walker
Title: OWNER

Parking Plan

DaVillage Social Club Plus plans to implement the following parking-related protocols to address the limited on-street parking surrounding its premises:

Parking Team

The Parking Team will be a collaborative effort between:

- **Certified Security Officers** will be monitoring the outside of the establishment at all times, part of their duties will be to assist a dedicated DaVillage Social Club Staff member serving as a parking attendant to monitor patron parking, restrict parking in neighbor reserved areas (nearby apartment complex), and resolving any confusion.
- **Parking Attendant** – The parking attendant will be located outside working in coordination with the 235 Security Officers to regulating the parking, so that there is a peaceful transition from patrons parking to entering the establishment.

Parking Procedures

- Parking Team will direct traffic to our designated parking areas until all available parking is full (Please see the attached photographs and explanation of available on-street parking, lots leased from a neighbor third-party for DaVillage Social Club Plus use, and the free Public parking lot known as Sheraden Park N Ride.)
- Parking Team will restrict access to neighbor-reserved parking areas (the lot reserved for tenants of the Vintage Alley Rentals, 184 Greenway Drive) with cones and direct any overflow to the Sheraden Park N Ride lot.
- Parking Team will remove any restrictive cones for our neighbors to pass through as and when needed.

Future

As DaVillage Social Club Plus' operations grow and warrant the expense, it plans to arrange to rent more remote lots for additional parking, offer valet parking services, and purchase a shuttle bus to transport patrons to and from those more remote lots and the Sheraden Park N Ride. Additional security will be added to patrol and monitor an such remote lots as and when engaged.

AVAILABLE STREET PARKING SPACES AND ADDITIONAL LOT PHOTOS

Da Village Social Club Plus' Block and Lot # is: 41-D-77

Street parking in front of the building and immediately across the street



Green highlighted areas indicate on street parking.

Two lots to be leased from Welded Sheet Metal Manufacturing, LLC/Mitch Turkheimer, 745 Greenway Drive, Pittsburgh, PA 15204 for use by DaVillage Social Club Plus after 5 PM Monday through Friday, after 3 PM on Saturday, and all day on Sunday



**Leased Lot #1 – adjacent to DaVillage Social Club Plus' building
B/L# 41-D-73**



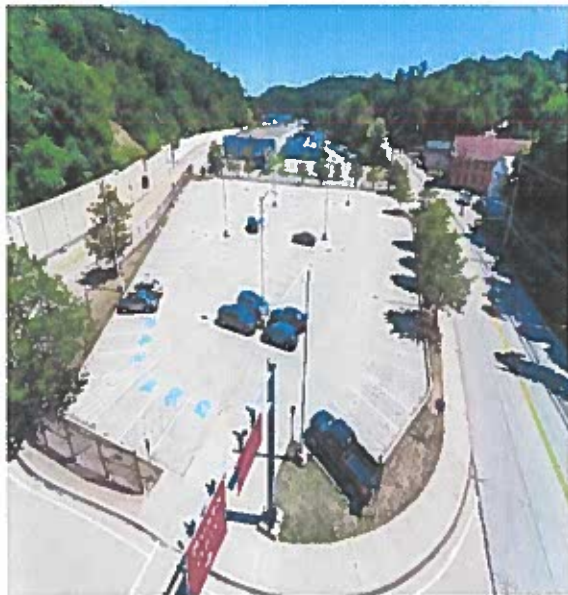
**Leased Lot #2 – directly across the street from
DaVillage Social Club Plus' building
B/L# 41-D-134**



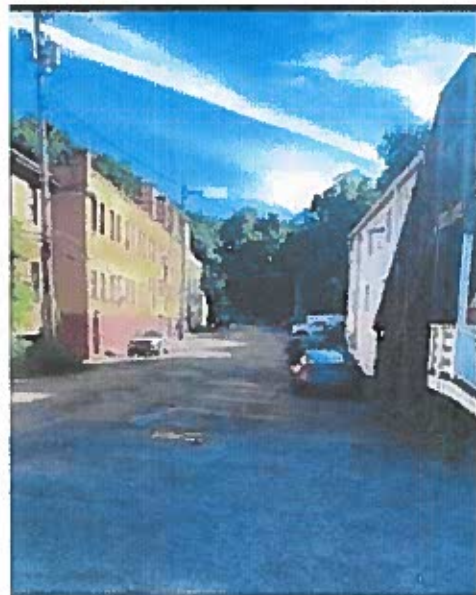
Another view of both leased lots – DaVillage Social Club Plus’ building is on the right

Public Parking

Free Public Parking Lot at Sheraden Park N Ride, 1628 Chartiers Avenue, Pittsburgh, PA 15204, consisting of 177 spaces, open 24 hours, with the following amenities: served by PRT transit, shelters, real-time bus schedule information digital display (inbound), benches, paved and striped lot with ample lighting for security, bus route information, and a bike rack. This lot is located approximately 156 feet from DaVillage Social Club Plus’ front entrance.



Aerial view of Sheraden Park N Ride



Another view from Sheraden Park N Ride looking down Greenway Drive toward DaVillage Social Club Plus’ front entrance

ID Scanner

Safety and Security Plan

DaVillage Social Club Plus has entered into a security service agreement with Samuel Williams d/b/a Rush Security, who is currently transitioning his business into 315 Elite, LLC, a security company with offices located at 1432 Avon Place, Pittsburgh, PA 15221 (412) 224 – 7726, ("Third-Party Security Company"). The agreement provides for full service security with 235 Certified officers, who will assist unarmed security staff (also provided) stationed in the interior of the premises to remove and detain any problematic individuals, interface and coordinate with the City of Pittsburgh Police in connection with any security issues requiring their intervention, patrolling the exterior of the premises, both in front of DaVillage Social Club Plus' building and up and down to the visible ends of Greenway Drive, detaining individuals for subsequent processing by the City of Pittsburgh Police, as needed, assisting in DaVillage Social Club Plus' parking operations, including monitoring and enforcing no-parking areas surrounding the property for the protection and convenience of DaVillage Social Club Plus' neighbors and ensuring that its patrons (members and guests) are properly using designated parking areas (on-street and reserved parking lots (see Parking Plan), and assisting in crowd control for individuals entering and exiting DaVillage Social Club Plus' building, including enforcement of the Club's no weapons on the premises policy. Below is a brief overview of the proposed security operations:

Security Staff

- Three (3) 235 Certified Armed Security Officers (Large Events); otherwise, one (1) or two (2) at the discretion of the Third-Party Security Company
- At least one (1) unarmed security guard per operating floor, with the number to be increased for larger events upon the advice and counsel of the Third-Party Security Company
- Members and Guests entering the facility will be subject to a pat down by hand, wand with a metal detector, and search of any purses and bags (DaVillage Social Club Plus will limit the size and capacity of purses and bags allowed to be brought onto the premises, which restrictions will be enforced by the 235 Security Officer(s))
- Unarmed security will, among other things: (1) assist DaVillage Social Club Plus staff members in signing in all members and their guests, checking photo IDs, completing the member and guest sign in log, removing any individual who is not permitted on the premises for whatever reason, including, but not limited to, lack of a valid ID, no membership status or being un-accompanied by a member in good standing, and/or being on a banned list; (2) identifying and defusing any security issues (i.e. arguments, threats, altercations, visibly intoxicated persons, violation of any of DaVillage Social Club Plus' House Rules) and removing individuals from the interior of the premises and delivering them to the 235 Security Officers for subsequent processing; and (3) assisting patrons to exit the interior of the premises to wait for a cab or alternate forms of transportation.
- It is DaVillage Social Club Plus' policy to let the professional security staff handle all security-related issues. Servers and wait staff are not to be involved beyond alerting security personnel to potential issues

Police Force (Zone 6)

DaVillage Social Club Plus has and will maintain on-going contact with the community Law enforcement liaison and will cooperate fully with any City of Pittsburgh Police and any other law enforcement agency requests or investigations.

Trained Staff

All DaVillage Social Club Plus staff will receive training and be provided with Standard Operating Procedures to ensure compliance in the following areas:

- Active Shooter, Telephone Bomb Threats, Fire, Flooding and other Natural Disasters, and State of Emergency response and safety protocols

- CPR Training
- Mental Health First Aide Training
- Building Evacuation Plans
- PLCB F.E.A.R. Method of carding individuals to prevent under-age individuals gaining access to the facility. (DaVillage Social Club will also utilize a scanning and software program to scan all photo IDs as presented for authenticity, current/unexpired status and age verification. The software will also keep track of all patrons having been checked in on a given occasion, both date and time, which records will be maintained on the premises for a period of at least two (2) years and thereafter downloaded to the Cloud.
- PLCB RAMP (Responsible Alcohol Management Program) both Owner/Manager Training and Serving Staff Training, as appropriate

Zero Tolerance Policy

As part of DaVillage Social Club Plus' House Rules, copies of which will be given to each in-coming member and conspicuously posted on each floor of the interior premises and at the front entrance doors, DaVillage Social Club Plus has a zero tolerance policy against fighting, bullying, and intimidation and any violators will be immediately removed from the premises and detained by 235 Security Officers for any additional processing as needed, including, if necessary, City of Pittsburgh Police involvement.

24-Hour Closed-Circuit TV monitoring and Remoted Emergency Monitoring

DaVillage Social Club Plus has contracted with ADT to provide high resolution CCTV cameras for both the exterior and interior (both floors) of the premises. A copy of the floor plans identifying the placement of the cameras along with photos of the cameras in place, is attached. The system will include a video storage system which will be maintained on the premises for thirty (30) days at a time and will also be stored on the Cloud for an unlimited period of time, with all such footage being available for retrieval and delivery to the City of Pittsburgh Police and any other law enforcement agency upon request.

The ADT service will also include 24/7 remote monitoring of installed door and window breakage sensor, smoke and carbon dioxide monitors, and panic buttons strategically installed in the building, with direct emergency communication contact and notification with City of Pittsburgh Police and Pittsburgh Bureau of Fire Station #31. All such monitors will be maintained and checked for proper operation in accordance with ADT specifications.

Food Safety

The on-duty Manager will be ServSafe Certified, as required by the Commonwealth of Pennsylvania, and as the operations grow, additional food handling staff will also be ServSafe Certified. Attached please find Karen Mitchell's ServSafe Manager Certification. ServSafe is a food and beverage safety training and certificate program administered by the U.S. National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection.

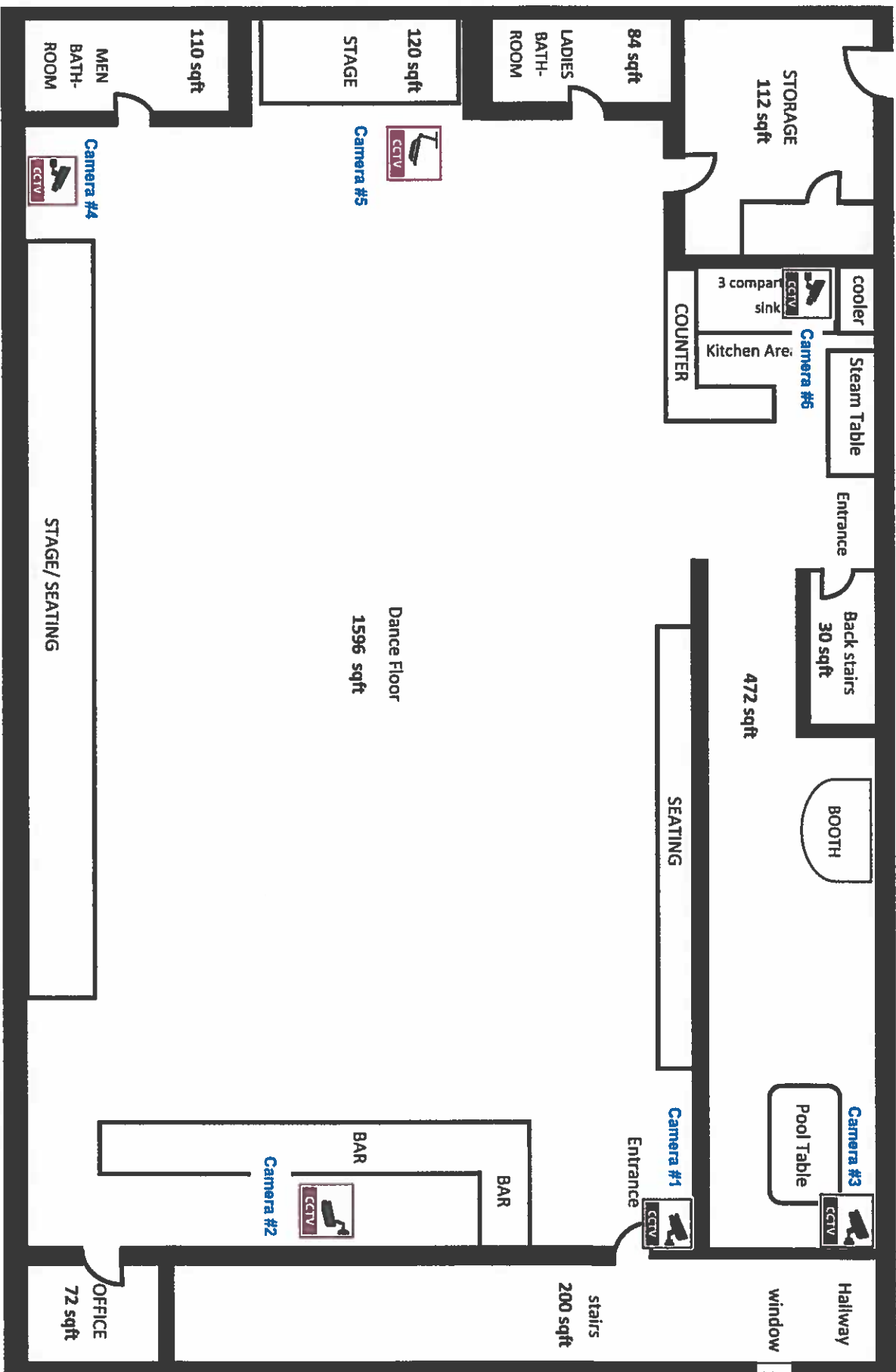
Back Outside

Entrance

DAVILLAGE SOCIAL CLUB PLUS

48 Greenway Drive PGH. PA 15204

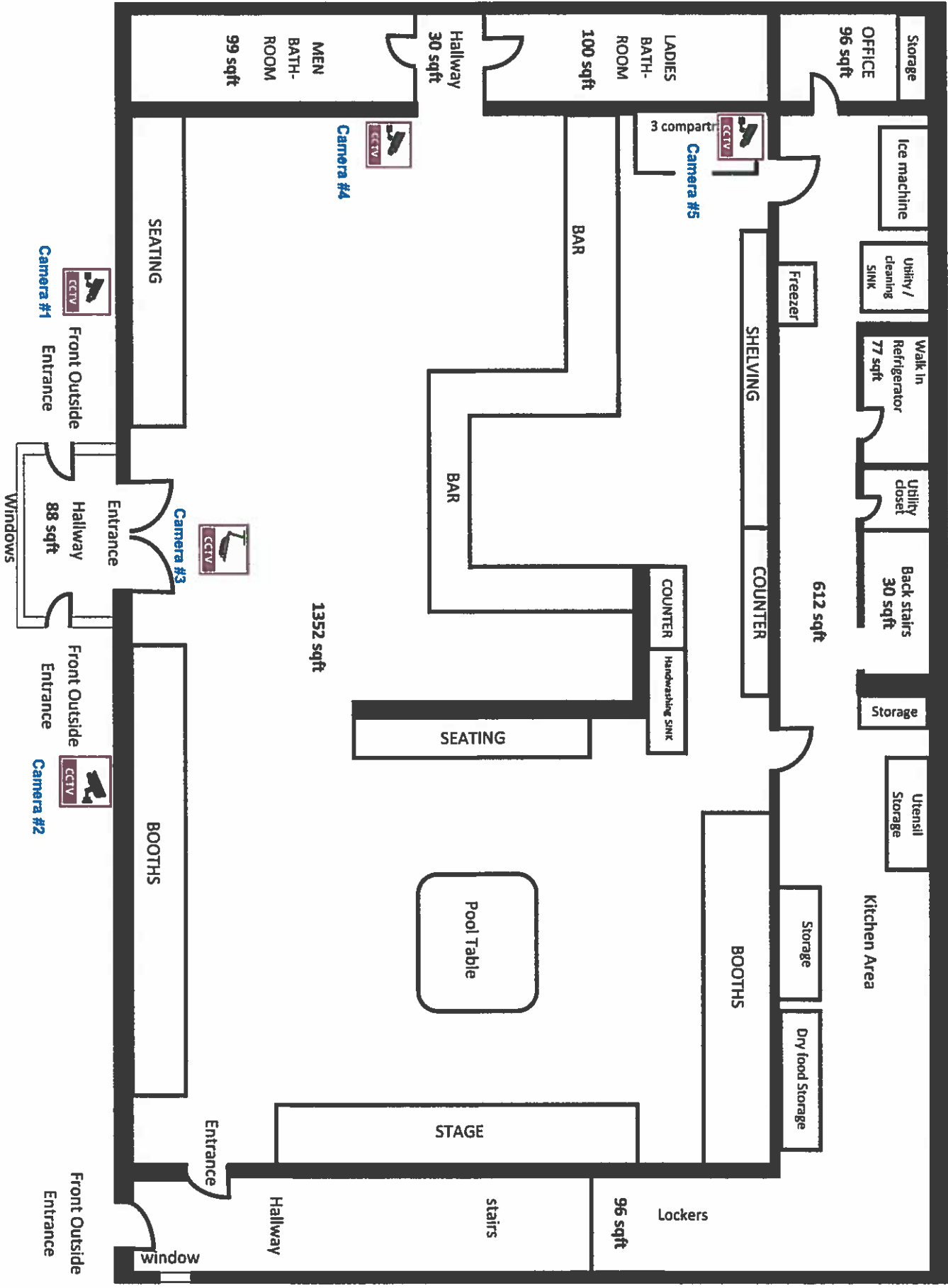
FLOOR PLAN (Upstairs) Banquet Hall



DAVILLAGE SOCIAL CLUB PLUS

48 Greenway Drive PGH, PA 15204

FLOOR PLAN (Downstairs) Social Club



PHOTOS OF CAMERAS IN PLACE

1st Floor Cameras

Photos of exterior cameras 1 and 2 as shown on the Floor Plan are not yet available as the exterior facade of the establishment is being renovated and those two cameras will be installed once the façade renovations are completed. Those cameras will be of similar quality as all others and will be equipped with night vision technology for high resolution in all lighting conditions.



Camera #3 – over main entrance – two views



Camera #4 – positioned outside bathrooms in lower left corner, covering the front of the bar, pool table, additional seating, stage and side entrance



Camera #5 – positioned over the bar in the upper left corner, entire bar, pool table, additional seating, stage and side

2nd Floor (Banquet Hall) Cameras



Camera #1 - at top of stairs at entrance with panoramic view of the entire floor



Camera #2 - in left hand corner of main bar looking at bar and out and over dance floor and to back stage



Camera #3 – lower left corner looking at pool table, seating booth, back stairs entrance and kitchen



Camera #4 – two views in right corner of stage/seating area



Camera #5 – looking over dance floor toward main bar



Camera #6 – positioned on back wall of kitchen wall, covering entire kitchen, back stairs entrance, and pool table area from a different angle



ServSafe® CERTIFICATION

KAREN MITCHELL

For successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

223627192

CERTIFICATE NUMBER

10781

EXAM FORM NUMBER

7/11/2022

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

7/11/2027

DATE OF EXPIRATION



#0655



Sherri Brown
Executive Vice President, National Restaurant Association Solutions



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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60604-6383 or ServSafe@restaurant.org.

DaVillage

Local Club & Event Center LLC

Petition of Community Support for DaVillage Social Club and Event Center LLC

As a community member I would like to voice my support for this small business in the Sheraden neighborhood. DaVillage Social Club and Event Center LLC is a venue where family, friends, and the community can come together. Their mission is to provide a good customer service experience while delivering quality products, services, and accommodations at a competitive yet affordable price. We can say with conviction that Davillage has lived up to its mission. We see this business as a great asset to our community and want to see it continue to grow and thrive. We are adding our name to this petition of support because we have participated and/or supported its growth and were pleased with its services.

Name of Region: City of Pittsburgh and Surrounding Areas

This information is being collected for petition purposes and will not be used for any other reason

S.O.A

Number count	Name (Print)	Current Address	I confirm I support DaVillage	Date	Signed
1	Charles Russell	2441 Glenhurst St.	YES	12-17-21	[Signature]
2	Marcus [unclear]	2432 Mansfield Ave	yes	12-17	[Signature]
1	Frederick Proctor	204 Copeland St.	Yes	12-17	[Signature]
2	Abimo Sanyal	305 Mount Pleasant	Yes	12-17	[Signature]
	Eric [unclear]	Jr [unclear]			
	Ebony		yes	12/17	[Signature]
	Jas [unclear]	3016 Glenhurst St	yes	12/17	[Signature]
2	Quance	169 Antrim St	yes	12/17	[Signature]
	Britt [unclear]	921 Witham - 10220	yes	12/18/21	
	Kim	427 Hammond St 15204	yes	12/18/21	[Signature]

