



THE CITY OF NEW YORK
MANHATTAN COMMUNITY BOARD 3

59 East 4th Street - New York, NY 10003
Phone: (212) 533-5300 - Fax: (212) 533-3659
www.cb3manhattan.org - info@cb3manhattan.org

Gigi Li, Board Chair

Susan Stetzer, District Manager

Community Board 3 Liquor License Application Questionnaire

Please bring the following items to the meeting:

NOTE: ALL ITEMS MUST BE SUBMITTED FOR APPLICATION TO BE CONSIDERED.

- Photographs of the inside and outside of the premise.
Schematics, floor plans or architectural drawings of the inside of the premise.
A proposed food and or drink menu.
Petition in support of proposed business or change in business with signatures from residential tenants at location and in buildings adjacent to, across the street from and behind proposed location.
Notice of proposed business to block or tenant association if one exists.
Photographs of proof of conspicuous posting of meeting with newspaper showing date.
If applicant has been or is licensed anywhere in City, letter from applicable community board indicating history of complaints and other comments.

Check which you are applying for:

- new liquor license
alteration of an existing liquor license
corporate change

Check if either of these apply:

- sale of assets
upgrade (change of class) of an existing liquor license

Today's Date: 1/22/16

If applying for sale of assets, you must bring letter from current owner confirming that you are buying business or have the seller come with you to the meeting.

Is location currently licensed? Yes No Type of license:

If alteration, describe nature of alteration:

Previous or current use of the location:

Corporation and trade name of current license:

APPLICANT:

Premise address: 107 Eldridge St, New York, NY 10002

Cross streets: Broome St, and Grand St.

Name of applicant and all principals: William Tisch

Trade name (DBA): TBD

PREMISE:

Type of building and number of floors: Commercial/Residential, 4 floors

Will any outside area or sidewalk cafe be used for the sale or consumption of alcoholic beverages? (includes roof & yard) Yes No If Yes, describe and show on diagram: _____

Does premise have a valid Certificate of Occupancy and all appropriate permits, including for any back or side yard use? Yes No What is maximum NUMBER of people permitted? 100

Do you plan to apply for Public Assembly permit? Yes No

What is the zoning designation (check zoning using map: <http://gis.nyc.gov/doitt/nycitymap/> - please give specific zoning designation, such as R8 or C2):

12C

PROPOSED METHOD OF OPERATION:

Will any other business besides food or alcohol service be conducted at premise? Yes No

If yes, please describe what type: _____

What are the proposed days/hours of operation? (Specify days and hours each day and hours of outdoor space) Sunday-Tuesday: 10 am- 2 am Wednesday-Saturday: 10 am- 4 am

Number of tables? 30-40 Total number of seats? 100

How many stand-up bars/ bar seats are located on the premise? 2 bars, 25 seats

(A **stand up bar** is any bar or counter (whether with seating or not) over which a patron can order, pay for and receive an alcoholic beverage)

Describe all bars (length, shape and location): 10 ft and 20 ft, 1st floor and basemanet

Does premise have a full kitchen Yes No?

Does it have a food preparation area? Yes No (If any, show on diagram)

Is food available for sale? Yes No If yes, describe type of food and submit a menu Elevated Gastro Pub. See menu below

What are the hours kitchen will be open? 10 am- 4 am

Will a manager or principal always be on site? Yes No If yes, which? _____

How many employees will there be? 35

Do you have or plan to install French doors accordion doors or windows?

Will there be TVs/monitors? Yes No (If Yes, how many?) _____

Will premise have music? Yes No

If Yes, what type of music? Live musician DJ Juke box Tapes/CDs/iPod

If other type, please describe _____

What will be the music volume? Background (quiet) Entertainment level

Please describe your sound system: See Attached

Will you host any promoted events, scheduled performances or any event at which a cover fee is charged? If Yes, what type of events or performances are proposed and how often? Private dining

Events

How do you plan to manage vehicular traffic and crowds on the sidewalk caused by your establishment? Please attach plans. (Please do not answer "we do not anticipate congestion.")

Will there be security personnel? Yes No (If Yes, how many and when) Three people

How do you plan to manage noise inside and outside your business so neighbors will not be affected? Please attach plans.

Do you have sound proofing installed? Yes No

If not, do you plan to install sound-proofing? Yes No

APPLICANT HISTORY:

Has this corporation or any principal been licensed previously? Yes No

If yes, please indicate name of establishment: _____

Address: _____ Community Board # _____

Dates of operation: _____

If you answered "Yes" to the above question, please provide a letter from the community board indicating history of complaints or other comments.

Has any principal had work experience similar to the proposed business? Yes No If Yes, please attach explanation of experience or resume.

Does any principal have other businesses in this area? Yes No If Yes, please give trade name and describe type of business _____

Has any principal had SLA reports or action within the past 3 years? Yes No If Yes, attach list of violations and dates of violations and outcomes, if any.

Attach a separate diagram that indicates the location (**name and address**) and total number of establishments selling/serving beer, wine (B/W) or liquor (OP) for 2 blocks in each direction. Please indicate whether establishments have On-Premise (OP) licenses. Please label streets and avenues and identify your location. Use letters to indicate **Bar, Restaurant**, etc. The diagram must be submitted with the questionnaire to the Community Board before the meeting.

LOCATION:

How many licensed establishments are within 1 block? 1

How many On-Premise (OP) liquor licenses are within 500 feet? 2

Is premise within 200 feet of any school or place of worship? Yes No

COMMUNITY OUTREACH:

Please see the Community Board website to find block associations or tenant associations in the immediate vicinity of your location for community outreach. Applicants are encouraged to reach out to community groups. Also use provided petitions, which clearly state the name, address, license for which you are applying, and the hours and method of operation of your establishment at the top of each page. (Attach additional sheets of paper as necessary).

We are including the following questions to be able to prepare stipulations and have the meeting be faster and more efficient. Please answer per your business plan; do not plan to negotiate at the meeting.

1. I will close any front or rear facade doors and windows at 10:00 P.M. every night or during any amplified performances, including but not limited to DJs, live music and live nonmusical performances.
2. I will not have DJs, live music, promoted events, any event at which a cover fee is charged, scheduled performances, more than ____ DJs/ promoted events per ____, more than ____ private parties per _____.
3. I will play ambient recorded background music only.
4. I will not apply for an alteration to the method of operation agreed to by this stipulation without first coming before CB 3.
5. I will not seek a change in class to a full on-premise liquor license without first obtaining approval from CB 3.
6. I will not participate in pub crawls or have party buses come to my establishment.
7. I will not have a happy hour. I will have happy hour and it will end by _____.
8. I will not have wait lines outside. There will be a staff person outside to monitor sidewalk crowds and ensure no loitering.
9. Residents may contact the manager/owner at the following phone number. Any complaints will be addressed immediately and I will revisit the above-stated method of operation if necessary in order to minimize my establishment's impact on my neighbors.

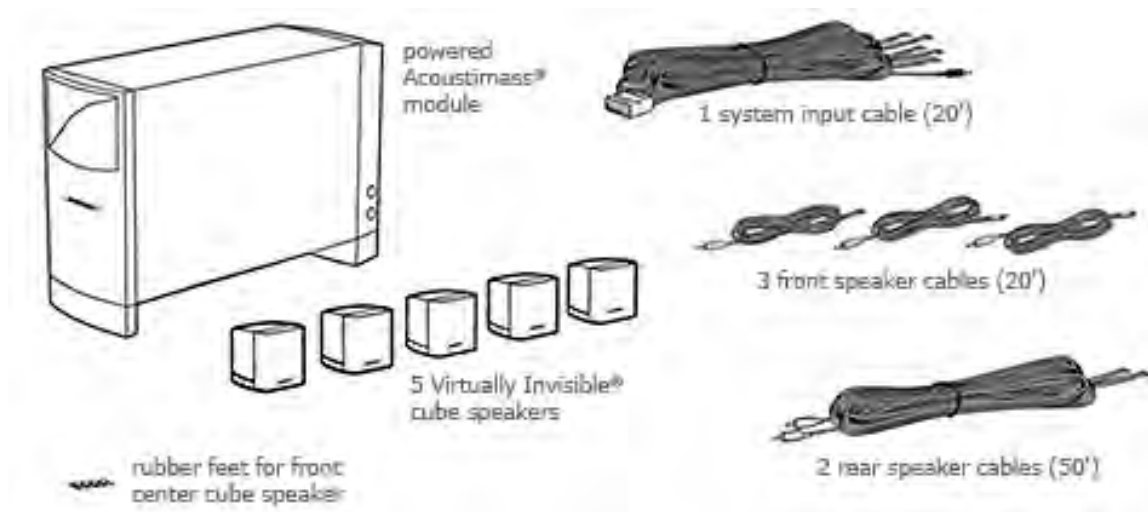
The music system<

The background audio system being installed will be in the range of the “Bose Acoustimas commercial music system” One system pr each zone.

The Professional soundproofing<

We will be using state of the art acoustic sound proofing techniques including the use of Sound attenuation blankets. (See attached documentation) And drywall layers with sound absorbing glue. (See attached and refer to web address for more data)

Refer to:





INNOVATIONS FOR LIVING®

Sound Attenuation Batt Insulation

Product Data Sheet

Description

Sound Attenuation Batts (SAB's) are unfaced, lightweight, flexible fiberglass insulation batts, designed to deliver noise control in metal stud wall cavities of interior partitions. Manufactured to fit metal framing, they come in 2½", 3½" and 5½" thicknesses, with lengths up to 9'.

Product Attributes

Excellent Acoustical Performance

Sound Attenuation Batts provide excellent acoustical performance for metal framed interior partitions. Depending on the construction method and components used, SAB's can improve STC (Sound Transmission Class) ratings by 4-10 points over an empty cavity.

Easy to Install and Fabricate

Sound Attenuation Batts are ⅛" wider than stud spacing for easy friction-fit installation. No adhesives or fasteners are required. Supplementary support should be provided when the SAB's do not fill the cavity or if one side of the cavity is left open and the partition is 8' or higher. SAB's are easily cut to fit around wires, outlets, junction boxes, pipes and other obstructions. Friction fit installation and easy fabrication, improves installation speed and workmanship. Acoustic performance of a wall assembly can be affected by workmanship and attention to detail while constructing a wall. Data on acoustic performance of specific wall assemblies is available on page 2.

Acoustic Comparison of Cavity Insulation Types

Gypsum Board	Insulation Type	Test Number	STC
One layer each side.			
¾"	None	TL-92-618	38
¾"	Glass fiber	TL-93-325	49
¾"	Mineral fiber	TL-93-327	47
¾"	Cellulose (spray)	TL-93-049	45
One layer one side, two layers the other side			
¾"	Glass fiber	TL-92-420	52
¾"	Mineral fiber	TL-93-329	53
¾"	Cellulose (spray)	TL-93-050	49
¾"	Cellulose (blown)	TL-92-437	49

3¼" 25 Gauge Non Load Bearing Studs at 16" on center NRC-CNRC Internal Report IRC-IR-693, October 1995

Available Sizes

Thickness	Width	Length
2½"	16'7/24" (406mm/609mm)	96"
2½"	16" (406mm)	108"
3½"	16'7/24" (406mm/609mm)	96"
3½"	16" (406mm)	108"
5½"	16" (406mm)	93"

Reality of Sound Transmission Class (STC).

STC is a method of rating airborne sound transmission performance of a wall or floor assembly. It is intended as a quick screening tool to compare different wall or floor assemblies. STC ratings are determined in a laboratory under controlled conditions. Even then, differences of 1-2 points STC can occur for the same assembly in the same laboratory. In the field, flanking noise, quality of material and construction practices can lead to widely varied STC's for the same assembly. Typically a two (2) or more point change in STC is necessary to notice an audible difference.

Product Comparison

Independent ASTM E90-1990 testing was used to determine Sound Transmission Class in accordance with ASTM E413 for

several types of building insulation. All the testing was done at the same lab, using the same individually tested components, to give the most reproducible results. The results show that insulating the cavity is critical to acoustic performance. It also shows that the type of insulation does not significantly affect the performance of the assembly.

Design Considerations

Acoustical performance of metal stud interior partitions can be substantially affected by a number of important design and construction details. Important details include:

1. Seal the bottom plate and any wall penetrations with non-hardening permanently resilient sealant.

WALLS

When it comes to noiseproofing walls, you first must decide whether to work with the existing walls (non-destructive upgrading), or to tear out existing walls (destructive upgrading). Destructive upgrading is more effective, but it costs more and requires more time. The choice is yours.

Here are some wall noiseproofing tips:

- Remove direct air paths between rooms by sealing cracks covered by wall trip, unsealed doors, and pathways that involve the ventilation system.
- Add an extra layer of drywall with Green Glue Noiseproofing Compound. Just adding a drywall layer alone only improves a wall's STC rating by 2 points. Adding a double drywall improves the STC rating by 4 points. But when you add compound with the additional mass, the performance dramatically improves—raising the STC rating 12 points for a single layer of drywall, and 16 points for a double layer. See chart below. Additional STC information can be found in our [Test Data](#) section.
- Adding resilient channel or modern sound clips to the wall and then adding drywall is not recommended because this can create a Triple Leaf Effect.

Wall Type	Lost Floor Space	STC (gains)	31.5-5,000Hz dBA reduction (gains)	\$\$\$/STC	\$\$\$/full band dBA
Unsealed Reference Wall	0	26	26	—	—
Reference Wall	--	40	38	\$0.10	\$0.12
Add Drywall to One Side	0.625"	42 (2)	40 (2)	\$0.47	\$0.47
Add Drywall to Both Sides	1.25"	44 (4)	42 (4)	\$0.47	\$0.47
Add Soundboard & Drywall to One Side	1.125"	45 (5)	43 (5)	\$0.41	\$0.41
Add Green Glue & Drywall to One Side	0.625"	52 (12)	47 (9)	\$0.18	\$0.23
Add Green Glue & Drywall to Both Sides	1.25"	55 (15)	51 (13)	\$0.25	\$0.29

All data based on tests run at Orfield labs, an NVLAP certified independent lab. Costs based on national averages from the National Construction Estimator, available from Craftsman books. 31.5-5000Hz dBA reduction is based on the sound reduction over this entire frequency range for a flat noise source.

Please note wall construction details: 2x4 wood studs at 24" o/c with insulation in the cavities

ABOUT THE TIPS **RESPONSIBLE ALCOHOL PROGRAM**

Leading The Way in Responsible Alcohol Service Training For Over 30 Years...



TIPS (Training for Intervention ProcedureS) is a dynamic, skills-based training program designed to prevent intoxication, drunk driving and underage drinking by enhancing the fundamental "people skills" of servers, sellers and consumers of alcohol.

TIPS gives individuals the knowledge and confidence they need to recognize potential alcohol-related problems and intervene to prevent alcohol-related tragedies.

Our Mission:

To educate and train all facets of society in the responsible sale,
service and consumption of alcohol

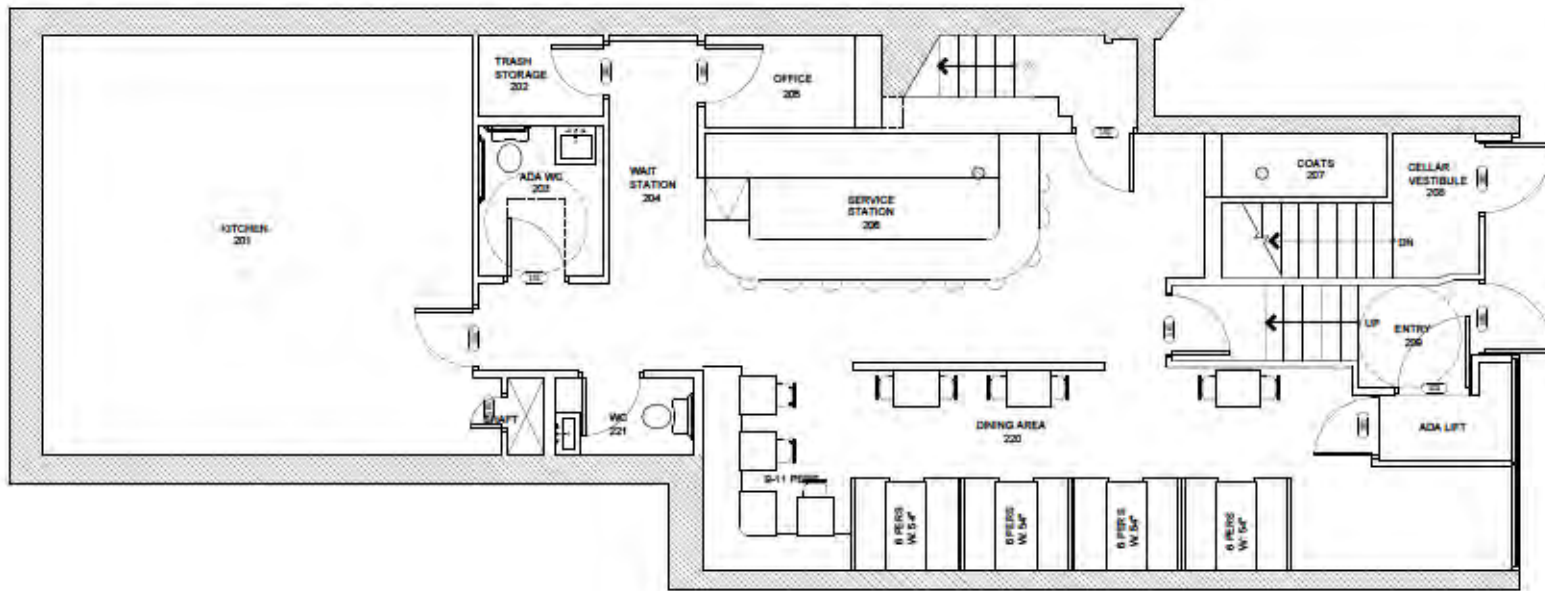
TIPS sessions can be administered through a certified TIPS Trainer or through eTIPS, an online training program. This website offers the online version online.

Training conducted by a trainer is implemented through video and printed materials to facilitate discussion of the course content. Course material is presented in three sections: Information, Skills Training and Practice/Rehearsal.

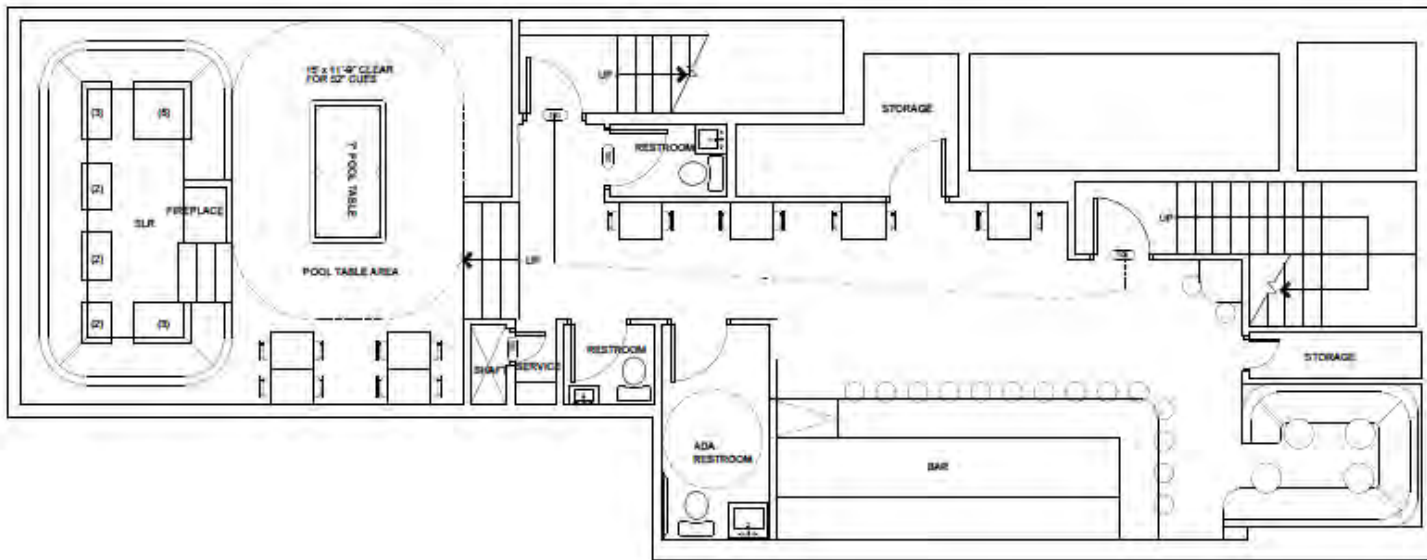
Training conducted through eTIPS is implemented through a computer and served over the web. eTIPS Training is self-paced and can be administered at anytime.

At the end of either type session, participants complete a multiple-choice exam. Participants who pass the exam receive a certification card, valid for three years in most areas. Exams, grades and other relevant information are maintained online for review.

THE LAYOUT



UPSTAIRS



DOWNSTAIRS

SAMPLE MENU

Ban Menu

Chicken Wings, Sriracha and Yoghurt

French Fries, Home Made Aioli and Ketchup

Fried Cheese Curds, Chipotle Mayo

Grilled Cheese, Fontina Béchamel and Pickled Jalapeno

Fried Bacon BLT, Kewpie Mayo, Green Tomatoes and Cilantro

Appetizers

Home Made Miso Soup

Old School Beef Tartar

Pot Roasted Cauliflower, Capers and Fried Bread

Home Made Ricotta, Toasted Sourdough, Honey and Almonds

Pumpkin Carpaccio, Burnt Lemon, Honey and Cress

Mesquite Smoked White Fish Toast, Devilled Eggs and Red Onion

Kale Caesar, Spicy Anchovy and Gomasio Dressing, Croutons and

Parmesan

Watercress and Macoun Apple Salad, Candied Walnuts, Tallegio and
Honeycomb

Jem Lettuce, Tahini and Sesame Dressing, Toms and Pickled Shallots

Main

Fish and Chips with the Works

Grilled Chicken Breast, Nutty Quinoa and Kale, Raisins and Parsley

Goan Monkfish Curry, Jasmine Rice and Raita

Grilled Fish of the Day, Local Veggies, Olive oil and Lemon Juice

Nova Scotia Salmon “Sukimi Don” White Soy and Sesame Broth

China Town Hamburger, Orwashers Bun, General Tsao Mayo and Fries

Braised Pork Shank, Parsley and Cauliflower, Spicy Polenta

Beef Wellington, Black Perigord Truffle, Glazed Carrots

Grains and Vegetables

Wild Rice Salad, Avocado, Seeds and Pickles

Bulghar Wheat and Spaghetti Squash

Roasted Carrots, Cilantro and Cumin

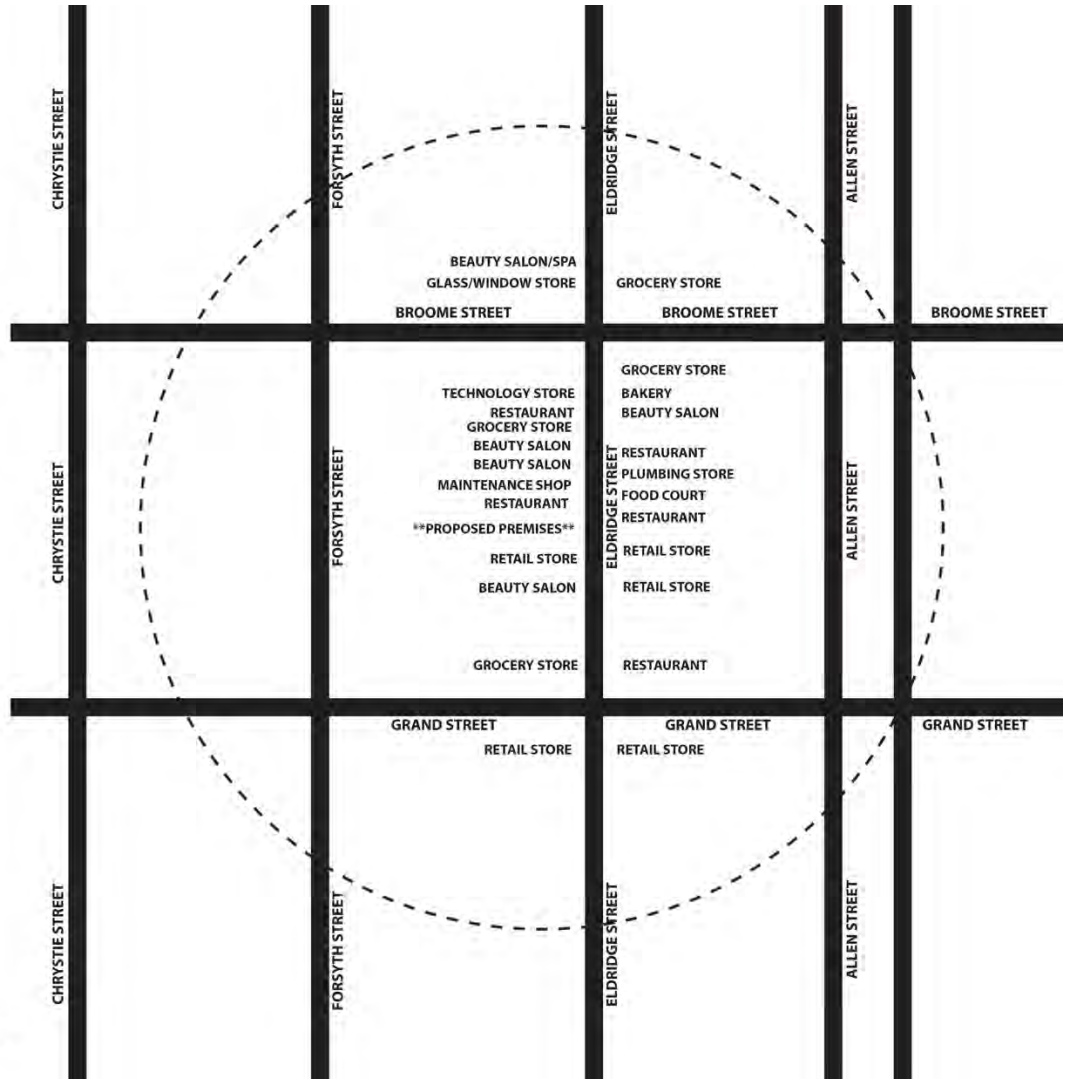
Shaved Fennel, Honey and lemon Juice

Shallot Yogurt Toasted Grains and Dashi

Snap Pea Salad, Lemon Juice, Toasted Sesame Seeds and Shaved Mushrooms

Shaved Carrots, Spicy Pumpkin Seeds, Sunflower Shoots, and Labne

Upstate Veggies, White Soy and Miso Fondue



107 ELDRIDGE STREET
BLOCK PLOT DIAGRAM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy PO Box 66571 Houston TX 77266	CONTACT NAME: Kimberly Ann deGreef PHONE (A/C, No. Ext): 832-320-4505 E-MAIL ADDRESS: kimberlyann@eldoradoinsurance.com	FAX (A/C, No): 832-320-4555	
	INSURER(S) AFFORDING COVERAGE		
INSURED The World Protection Group, Inc 311 N. Robertson Blvd Suite 776 Beverly Hills CA 90211	INSURER A: First Mercury Insurance Co.		NAIC # 10657
	INSURER B: Travelers Property Casualty Company		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** BAI 7-15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SE-CGL-0000056064-01	8/2/2015	8/2/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SE-CGL-0000056064-01	8/2/15	8/2/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SE-EX-0000056100-01	8/2/2015	8/2/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	XJUB-3271T04-0-15	7/31/2015	7/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER Eldridge Hospitality, LLC 655 Madison Avenue 11th Floor New York, NY 10065	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./KDEGRE



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1. Payment Schedule: Client shall be invoiced 100% of total cost of the Security Detail prior to the event, due upon receipt. The remainder of any additional costs shall be invoiced following the security detail to include any additional expenses. Client understands the notated reimbursable business expenses represent an estimate of services and will vary depending on the nature of the applicable expense and the Services. All expenses must be pre-approved by Client in writing, and shall be described in reasonable detail in the invoice with receipts wherever possible. Expenses that are not pre-approved, in writing, by Client are not reimbursable. All business expenses not stated within the parameters of this agreement must be in writing and authorized by both designated representatives. Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges in which event Client agrees to pay the undisputed amount and to notify Contractor as to reason for the dispute and the value thereof. Client understands that local state taxes (i.e., CA) may be applicable as an added charge to the hourly billing rates.
2. No Warranty: Contractor shall provide all services consistent with the highest standards of the industry. In accordance with the mandated laws of New York and California, The Department of Consumer Affairs, and the Bureau of Security and Investigative Services, Contractor hereby states all applicable licensing (PPO #14509) and licensing of their Executive Protection Agents are in compliance with the state regulations of New York and California. Contractor provides and maintains insurance to protect against claims for false arrest or theft. Notwithstanding such insurance coverage, Client recognizes that Contractor is not an insurer of property or persons and makes no warranty, express or implied that the Services provided under this Agreement will prevent loss, damage, or injury to Client, any of Client's guests, invitees, employees, or Client's personal or real property, or from the injury or death of any person whomsoever, or the consequences there from, whether arising from third party negligence, intentional acts, or resulting from a third party criminal act.
3. Insurance: Contractor shall provide and maintain at its cost broad form commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence and Contractor will name Client as an Additional Insured under the policy. This policy shall remain in full force and effect for the time period of the Services provided hereunder. Except as provided in section 4 below, client agrees to assume all risks of loss, damage, or injury to Client, any of Client's guests, invitees, employees, or Client's personal or real property, or from the injury or death of any person whomsoever, or the consequences there from, whether arising in negligence of a third party, an intentional acts of a third party, or resulting from a third party criminal act.
4. Indemnification: Contractor shall defend, indemnify and hold harmless Client, its agents and employees from or against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including attorneys' fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such Claims arise out of the performance of Services under this Agreement and were caused by the negligence or willful acts of Contractor, its employees or agents or caused by them while acting within the course and scope of their duties and authority under this Agreement. In no event shall Contractor be liable for any Claims caused in so far as they were caused by acts or omissions, or willful misconduct of Client or his respective employees or agents. Client shall defend, indemnify and hold harmless Contractor, its agents or employees from and against any and all Claims resulting from the active or passive negligence or willful misconduct of Client in connection with the performance of its services hereunder, including any non-standard services (i.e., not specified herein) performed by Contractor at the request, direction of Client. The indemnity obligations of Contractor and Client set forth herein shall survive the expiration or termination of this Agreement. Each party shall give written notice to the other of any Claims or potential Claims arising out of or



relating to this Agreement within 30 days following the date of the occurrence-giving rise to such Claims or potential Claim. No action to recover any Claim of either Party shall be instituted or maintained against either Party unless notice of such Claim shall have been given in the manner and form set forth herein. No action to recover for any Claim shall be instituted or maintained by either Party unless said action shall have been instituted not later than 18 months following the date of the occurrence giving rise to such Claim.

5. Entire Agreement. No understandings, agreements, representations expressed or implied, exist between the Client and Contractor unless expressly specified in writing herein. All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, successors and assigns, if any.
6. Independent Contractor: Contractor is an independent Contractor and is solely liable for payment of all fees and taxes imposed on its employees and subcontractors under employment tax and social security laws. Contractor shall comply with all laws and regulations governing its business and will be liable for all wages, benefits, and other expenses including, but not limited to, worker's compensation insurance coverage, (except Reimbursable Business Expenses) incurred by its employees and subcontractors while performing under the terms of this Agreement. Contractor shall hire all personnel to be provided under this Agreement. All such personnel shall be under the direction and control of Contractor. Contractor shall have the sole and exclusive right to assign such personnel as it sees fit in order to provide the Services hereunder, unless otherwise mutually agreed upon by the parties in writing. Contractor may change personnel at will. Upon reasonable request by Client, Contractor shall reassign its personnel as long as such request does not violate any applicable state or federal law or is not for any discriminatory purpose.
7. Number of Personnel: The Client acknowledges that he has consulted with Contractor for determining the number of Agents that will be deployed for this detail.
8. No Guaranty: The Client acknowledges the services provided by Contractor are to provide executive protection agents and advisory services. Security Agents presence is designed to deter and reduce certain types of conduct and risks. However, contractor is not a law enforcement agency. The principal function of the Agents is to maintain a presence, to observe and to report. Contractor does not insure or guarantee the personal safety of any person or the security of any property.
9. Equipment: Equipment issued to executive protection agents that may be required by the Client or suggested by Contractor and approved by the Client shall be at the sole expense of the Client, except for uniforms and personal accessories such as firearms. All such equipment must be pre-approved, in writing, by the Client or the expenses for the equipment shall not be reimbursable.
10. Witness Fees: If any employee of Contractor is required, for whatever reason, to serve as a deponent, witness in any court, or appear before any administrative agency on behalf of the Client, such time will be compensated, if appropriate, in accordance with the standard statutory rates for witness fees in the relevant venue.
11. Force Majeure: Neither party shall be liable for any failure to perform its obligations under this Agreement (excluding the obligation to pay fees and Reimbursable Business Expenses incurred and due, pursuant to the terms set forth herein, prior to the exercise of this force majeure clause) where such failure is caused by any occurrence, event or other matter which is beyond the control of such party, including, without limitation,



court order, order of federal, state or local law enforcement authorities, acts of God, explosions, sabotage, accidents, riots, civil commotions, and acts of war.

12. Term and Termination: This Agreement shall remain in full force and effect until terminated by either party as provided herein. Either party may terminate this Agreement, without cause, by giving each other at least three (3) days written notice. The termination of this Agreement shall not relieve any party of any obligations or liabilities incurred prior to such termination including without limitation, Client's obligation to pay fees and expenses pursuant to the terms of this Agreement. Contractor may terminate this Agreement immediately for any material breach of Client, including, but not limited to, Client's failure to pay invoices and reimbursable business expenses when due. Client may terminate this Agreement immediately for any material breach of Contractor including, but not limited to, Contractor's failure to perform the Services.
13. No Third Party Rights: Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.
14. Waiver: The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.
15. Invalidity of Provisions: The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.
16. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made which is not embodied in this Agreement.
17. Choice of Law: This Agreement shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law. Contractor and Client consent and submit to the exclusive jurisdiction and venue of the State of California, for the adjudication of any dispute between Contractor and Client that arises out of or relates to this Agreement or its subject matter. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter shall be settled by binding arbitration heard by one (1) arbitrator, in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association. The arbitrator shall be appointed in accordance with the Rules. The parties hereto agree that the venue of such arbitration shall be California. EACH OF THE PARTIES HEREBY KNOWINGLY AND PURPOSEFULLY WAIVES ITS RIGHT TO A JURY TRIAL RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS RELEASE OR ITS SUBJECT MATTER.

Petition to Support Proposed Liquor License

Date: 12/30/15

The following undersigned residents of the area support the issuance of the following liquor license (indicate the type of license such as full-liquor or beer-wine) Full-liquor or beer-wine

to the following applicant/establishment (company and/or trade name) Eldridge Hospitality LLC






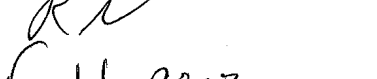
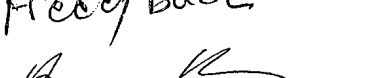
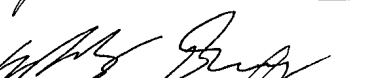


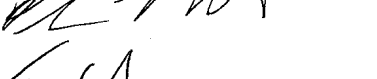


Address of premises: 107 Eldridge, New York, NY 10013

This business will be a: (circle) Bar Restaurant Other: Restaurant/Bar

The hours of operation will be:
10 am - 4 am

PLEASE NOTE: Signatures should be from residents of building, adjoining buildings, and within 2-block area.

Other information regarding the license:

Name	Signature	Address
James ENG		84 Eldridge St
SIMONEZ WOLF		118 ELDRIDGE APT 3
MARIA CANOCEL		118 Eldridge St.
Miguel Morales		100 Forsyth #13
Alex Perweiler		102 Forsyth #13
Dylan Kawahara		102 Forsyth #13
Ramon Murray		110 Forsyth St.
Freddy Baer		110 Forsyth #21
Kevin Baer		110 Forsyth St #21
Joan		110 Forsyth St #21
oprer Norton		112 Eldridge St
Tan Cheung		291 Grand #2
		109 Eldridge St

Petition to Support Proposed Liquor License

Date: 12/30/15

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to the following applicant/establishment (company and/or trade name) Eldridge Hospitality LLC

Address of premises: 107 Eldridge, New York, NY 10013

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The hours of operation will be:

10 am - 4 am

PLEASE NOTE: Signatures should be from residents of building, adjoining buildings, and within 2-block area.

Other information regarding the license:

Name	Signature	Address
Lee Long	<i>Lee Long</i>	111 ELDRIDGE ST.
Maple Lam	<i>Maple Lam</i>	111 ELDRIDGE ST.
SALLY LEH	<i>LEH</i>	111 ELDRIDGE ST.
TONY YOUNG	<i>LEH Tony Young</i>	145 ALLEN ST.
Rafael Perez	<i>Rafael Perez</i>	130 ELDRIDGE ST.
Benitorn Betre	<i>Benitorn Betre</i>	130 ELDRIDGE
Valis Deen	<i>Valis Deen</i>	22 PITT ST
Chels Almonte	<i>Chels Almonte</i>	61 Polanco
MARY Finn	<i>Mary Finn</i>	105 Eldridge St.
Wendy	<i>Wendy</i>	118 Eldridge St
cindy zheng	<i>cindy zheng</i>	245 BROOME STREET
Tommy zheng	<i>Tommy zheng</i>	118 Eldridge street

Petition to Support Proposed Liquor License

Date: 12/30/15

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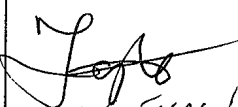
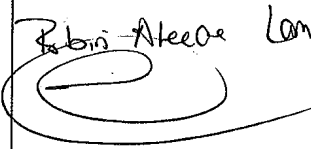



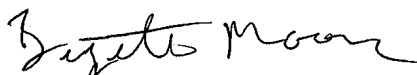
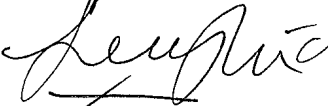


This business will be a: (circle) Bar Restaurant Other: Restaurant/Bar

The hours of operation will be:

10 am - 4 am

PLEASE NOTE: Signatures should be from residents of building, adjoining buildings, and within 2-block area.

Other information regarding the license:

Name	Signature	Address
Gia Pomponi		121 HENRY STREET
Foster Stevenson Frankie Frank	 NATHAN S. LAMBERT	67 2nd Ave
Ryan Lambert USA CASH	 Robin Akeese Lambert	102 Foxeth St. 100 Forsyth
Sean Ennis		54 Allen
ERIC BALL ANDREAS KNUTSEN	 	132 ELDRIDGE ST 29 AVE B
Brigitte Moore		282 Broome St. 305 Broome St.
JASON PEREZ		118 ELDRIDGE ST
IVAN MORILLO		399 Broome St
WING HUI		

Petition to Support Proposed Liquor License

Date: 12/30/15

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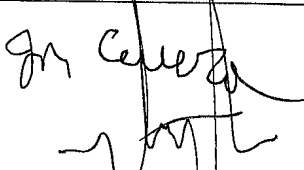

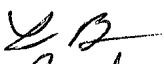
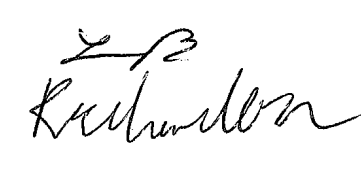
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PLEASE NOTE: Signatures should be from residents of building, adjoining buildings, and within 2-block area.

Other information regarding the license:

Name	Signature	Address
Jonathan Cervera Ariëlen NOBECOVET		14 Orchard St 86 Forsyth St
Mandy Chen		299 Broome St
 Richard Lee		702 Broome 288 Broome

Petition to Support Proposed Liquor License

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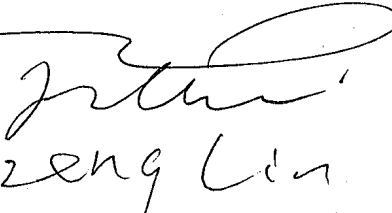
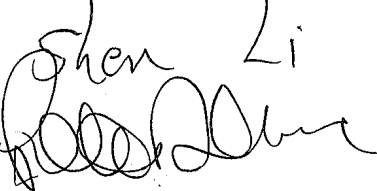



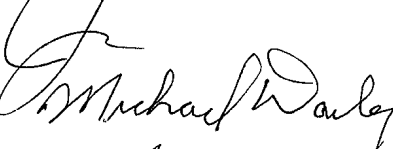

This business will be a: (circle) Bar Restaurant Other: Restaurant/Bar

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Other information regarding the license:

Name	Signature	Address
MARIA GANCEL 	 zeng Lin	118 Eldridge St 55 Hester St #2 NY NY 289 Grand St.
Shen Li 	 Shen Li	289 Grand St. 117 HESTER ST.
Ruslan Maller	 Ruslan	113 HETER ST
Eric Fennell	 Eric Fennell	113 Hester St.
James Tang MICHAEL DAILEY	 Michael Dailey	81 Eldridge St. 50 Ave B
Angela Wong Ali Cernea-Novac	 Ali Cernea-Novac	118 Eldridge St 625 2nd St.

Petition to Support Proposed Liquor License

Date: 12/30/15

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Other information regarding the license:

Name	Signature	Address
Charlotte Donovan	<i>Charlotte Donovan</i>	302 Broome St, 4A
Haroun Khafek	<i>Haroun Khafek</i>	New York, NY 10002
Phil Collins	<i>Phil Collins</i>	303 Broome
Grace Silk	<i>Grace Silk</i>	St. NY NY 10002
Melanie Courbet	<i>Melanie Courbet</i>	303 Broome St. NY, NY, 10002
		177 Mott St.
		177 Mott St.

Petition to Support Proposed Liquor License

Date: 12/30/15

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Other information regarding the license:

Name	Signature	Address
Alfred O Estep	<i>[Signature]</i>	133 - E 83rd St
Curtis Glenn	<i>[Signature]</i>	368 Broome Street
Luis Costa	<i>[Signature]</i>	286 Broome Street #3
Ronnie Phillips	<i>[Signature]</i>	45 Allen St
Edin Lopez	<i>[Signature]</i>	78 Eldridge St #9
TOSCUP	<i>[Signature]</i>	156 - D Broome St
<i>[Signature]</i>	<i>[Signature]</i>	80 Forsyth
Luis Sanchez	<i>[Signature]</i>	109 Eldridge St. N.Y.
Troy Jones	<i>[Signature]</i>	118 Eldridge St N.Y.
Christian Singh	<i>[Signature]</i>	114 Eldridge St. N.Y.

[Signature] Pablo D. *[Signature]* 118 Eldridge St. N.Y.

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Other information regarding the license:

Name	Signature	Address
Rafael Perez	Rafael Perez	132 Eldridge # 2
Carlos	[Signature]	134 Eldridge # 4
Alex Coover	[Signature]	279 Broome St.
Baylee Sells	Baylee Sells	Eldridge St # 4
Kelsey Sells	Kelsey Sells	Eldridge St # 4
Wilfredo Rosales	[Signature]	375 Broome St # 1
Pedro Amunoz	Pedro Amunoz	132 Eldridge # 12
Angel Zurita	Angel	95 Allen St
Brendan	[Signature]	240 Grand St
Alex Joseph	Alex Joseph	203 Grand St
ALBERTO CLAXTON	[Signature]	105 Allen St # 6
Eleonys Cruz	[Signature]	299-Broome APT 2E
CARLOS FIGUEROA	[Signature]	81 Baxter St 1b, 10013
Juan Reyes	Juan Reyes	99 Broome St APT 3
FELIPE ABEL	Felipe Abell	282 Broome St APT 7
TONY YOUNG	Tony Young	136 ELDRIDGE APT 1
Jimmy Hernandez	Jimmy Hernandez	145 Allen St # 9

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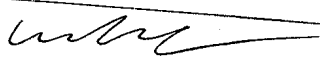






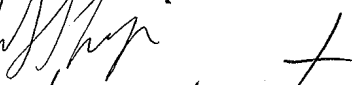


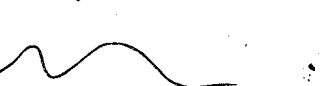
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Other information regarding the license:

Name	Signature	Address
Wei Liang Liu		281 Broome st
Michelle Huang		New York NY 10002
Annie Wong		278 Broome st
Seth Hicks		New York NY 10002
s.hicks@sdeny.net		279 Broome st
Catrona Stuart		New York NY 10002
Andrew Caspi		148 Madison ave st.
Shuhui		499 west 152nd apt 3c
Tami Lu	Rafael Huarte	104 Forsyth St
Alex Ottone		102 Forsyth St
Jung Sztet		81 Eldridge st.
Jennifer Goodman		60 Eldridge st
		67 Eldridge Apt 14
		50 Delancey St #103

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10 am - 4 am

PLEASE NOTE: Signatures should be from residents of building, adjoining buildings, and within 2-block area.

Other information regarding the license:

Name	Signature	Address
Alfredo Perez		197 Bowercy
PLINIO R. Peña		110 FORSYTH
GUSTAVO DeSalvo		110 FORSYTH ST.
Fredy Lopez		110 FORSYTH ST.
Johan Rodriguez		110 Forsyth St
Pete Russo		191 Forsyth St
Jose Martinez		110 FORSYTH ST.
Emilia Moore		110 FORSYTH ST
Neil Russo		110 FORSYTH ST.
Nelson Madubuwana		62-64 Forsyth St.
Gerald Wesley		109 BOWERY ST
Ruben Torres		25 Allen St.