

COOPERATION AGREEMENT

This Cooperation Agreement ("Agreement") is entered into effective as of December ___, 2004, by and between **Capital Crossroads Special Improvement District of Columbus, Inc.**, a corporation not-for-profit organized under the laws of the State of Ohio ("Capital Crossroads") having an address for notices at 20 East Broad Street, Columbus, Ohio, 43215, Attention: Executive Director, and **H & L Grocery Store, Inc.**, a corporation organized under the laws of the State of Ohio ("Vendor"), having an address for notices at 44 N. High Street, Columbus, Ohio 43215, Attention: Soukan Therphsith.

Recitals:

A. Capital Crossroads was created to govern a special improvement district created under Chapter 1710 of the Ohio Revised Code (as defined and bounded in City of Columbus Ordinance Number 17 41-00, the "District"), and to encourage and participate in programs that will maintain, improve and build the District as a viable business, cultural, residential and recreational community.

B. Vendor operates a business under the name of American Beverage Center at 44 N. High Street, in the City of Columbus (the "Premises"), which is within the District. Vendor holds a C-1 and/or C-2 Liquor Permit (collectively, the "Permit") issued by the Ohio Division of Liquor Control for the Premises.

C. Capital Crossroads is vitally interested in the method by which alcoholic beverages will be sold at the Premises and the conduct of Vendor's business from the Premises. Capital Crossroads believes that the sale of alcoholic beverages in or near the District in small quantities, or in types that are frequently associated Undesirable Activity (as defined in Section 1) and interferes with the treatment, recovery and control of chronic alcoholism.

D. Vendor desires to accommodate the concerns of Capital Crossroads.

E. Section 4303.26 of the Ohio Revised Code provides that the legislative body of any municipal corporation may object to the issuance or renewal of a liquor permit within its boundaries.

NOW, THEREFORE, Vendor and Capital Crossroads, in consideration of the promises of the other consideration set forth in this Agreement, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. The following defined terms shall have the following meanings when used in this Agreement. The meanings assigned by this Agreement shall apply to the plural, singular, possessive or any other form of the term. Words of the masculine, feminine or neuter gender include all other genders.

"Agreement" is defined in the recitals.

"Alcoholic Beverages" (whether or not capitalized) includes wine and wine products, coolers, spirituous or diluted spirituous beverages, beer, ale, malt liquor or other malted beverages, and any other beverage containing alcohol for which the laws of the State of Ohio require a permit for sale or furnishing.

“Capital Crossroads” is defined in the preamble.

“District” is defined in the recitals.

“Including” (whether or not capitalized) means including without limitation.

“Permit” is defined in the recitals.

“Person” (whether or not capitalized) includes any natural person, corporation, general or limited partnership, limited liability company, other incorporated or unincorporated association, trust, governmental body or other entity.

“Premises” is defined in the Recitals.

“Undesirable Activity” means binge drinking, abuse of low-cost alcoholic beverages, consumption of alcohol on public streets, sidewalks and other public property; public inebriation; urinating in public (including urinating in or on bus shelters and on the walls of private buildings located within the district); sleeping in public places; trespass; vandalism; littering; threatening behavior; violent assault; aggressive panhandling; disorderly conduct; and the creation of an intimidating atmosphere for people who live, shop or work in the District, or who visit the District for reasons of business, entertainment or dining, or other interference with public decency, sobriety, peace and good order of the neighborhood in the District.

“Vendor” is defined in the preamble.

Section 2. Term. The term of this Agreement begins on the effective date set forth in the preamble, and will end at 11:59:59 P.M., local time in Columbus, Ohio, on the day preceding the fifth anniversary of the issuance of the Permit; or if the application for the Permit is denied, then at such time as the denial becomes final beyond appeal.

Section 3. Sale of Alcoholic Beverages from the Premises. In an effort to prevent or minimize Undesirable Activity in the District, and in consideration for the obligations of Capital Crossroads set forth in Section 4 below, Vendor agrees that any sale or furnishing of alcoholic beverages from the Premises shall be conducted strictly in accordance with this Agreement.

3.1 Restricted Sale of Products. Vendor shall not sell or offer for sale the following products or quantities of products from the Premises, which products or quantities, in the opinion of Capital Crossroads, are frequently products of choice for persons who engage in Undesirable Activity within the District:

3.1.1 Alcoholic beverages in single serving containers. Vendor shall not:

- (a) Sell or offer for sale 40 ounce or similar containers of malted beverages;
- (b) Break down six (6), twelve (12) packs or other multi-container packages to sell single units (including any multiple of single units in an amount less than the full package); nor

(c) Sell packages or containers with the the reasonable expectation that the purchaser will immediately sell or redistribute the bottles or other items in the package or container as individual items;

3.1.2. Wine in packages smaller than 750 ml.

3.1.3. Wine that is defined as “fortified wine” by the Bureau of Alcohol, Tobacco, Firearms and Explosives (or any successor agency or bureau) in the Code of Federal Regulations, provided that Vendor may sell ports, sherries and similarly classified products with a minimum retail price of ten dollars (\$10.00) per 750 ml bottle.

3.1.4 Any alcohol products having a retail sale price of less than \$2.99 exclusive of tax, or in the case of any spirituous or diluted spirituous beverage, less than \$4.40.

3.2 Sales to Intoxicated Persons; Compliance with Law. Vendor shall not knowingly sell any alcoholic beverage to any person who is, or reasonably appears to be, visibly intoxicated. Vendor shall comply strictly with all provisions of federal, state and local law in the sale and display of alcoholic beverages at the Premises.

3.3 Sale of Alcoholic Beverages Not to be Primary. Sale of Alcoholic Beverages shall not be the primary business conducted at the Premises.

Section 4. Withdrawal of Opposition. So long as Vendor complies in good faith with all provisions of this Agreement, Capital Crossroads will not oppose the renewal of the Permit, and will consider an application from Vendor for a grant to improve the façade of the Premises, but nothing in this Agreement shall be deemed to require Capital Crossroads to award any such grant.

Section 5. Entire Agreement. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no oral or written covenants, promises, agreements, conditions or understandings between them relating to the subject matter of this Agreement, other than those set forth in this Agreement. No representation or warranty has been made by or on behalf of either party (or any officer, director, employee or agent thereof) to induce the other party to enter into this Agreement or to abide by or consummate any transaction contemplated by any terms of this Agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first above written.

H & L GROCERY STORE, INC.

CAPITAL CROSSROADS SPECIAL IMPROVEMENT
DISTRICT OF COLUMBUS, INC.

By: _____
Soukan Therphsith, President

By: _____
Cleve Ricksecker, Executive Director