

LICENSE SETTLEMENT AGREEMENT

**In the Matter of the
On-Sale Liquor
License Held by MORE, Inc.
d/b/a: Blarney's Irish Pub & Grill
412 14th Avenue SE
Minneapolis, MN 55406**

This matter came before the Minneapolis Division of Licenses and Consumer Services at a Licensing Settlement Conference on Friday, March 2, 2007 in Room 1-C, Minneapolis City Hall. Appearing on behalf of the Licensee were Michael Mulrooney, owner; Aaron Morrison, attorney; Richard Salmen, attorney; and Peter Wold, attorney. Timothy Mulrooney, attorney and Clark Opdahl, attorney, appeared on behalf of Thomas Mulrooney, creditor of MORE, Inc. and father of Michael Mulrooney. Appearing on behalf of the City of Minneapolis were Linda Roberts, Licensing Inspector; Ricardo Cervantes, Deputy Director; Burt Osborne, Director, and Timothy Richards, Assistant City Attorney. Based on the information presented at the conference, the Division of Licenses and Consumer Services and the Licensee freely and voluntarily enter into the following agreement, subject to ratification and adoption by the Minneapolis City Council:

RECITALS

1. Michael Mulrooney is the sole owner and 100% share holder of MORE, Inc., which holds the on sale liquor license for the establishment doing business as Blarney's Irish Pub & Grill located at 412 14th Avenue SE in Minneapolis, Minnesota.
2. On June 13, 2006 a criminal complaint was filed in Hennepin County District Court charging Michael Mulrooney with seven misdemeanor counts of permitting minors to consume alcoholic beverages and two gross misdemeanor counts of furnishing alcoholic beverages to minors. The charges involved incidents alleged to have occurred in 2005. The complaint was based on a Minneapolis Police Licensing Division investigation.
3. The licensee has the following history with Minneapolis Police Licensing Youth Access to Alcohol Compliance Program within recent years:
 - 09-17-2004: Failed compliance check
 - 01-06-2005: Passed compliance check
 - 02-03-2005: Passed compliance check
 - 04-21-2005: Passed compliance check

4. The City alleges that on at least four different occasions in 2005 minors were served alcohol on the premises of the licensed establishment in violation of Minnesota statutes and the Minneapolis Code of Ordinances.
5. If proven to be true, the 2005 incidents giving rise to the aforementioned charges would be violative of Minn. Stat. § 340A.503 and, as a consequence, Michael Mulrooney could be held to be ineligible to continue to possess an ownership interest in the licensee pursuant to the provisions of Minn. Stat. § 340A.402.
6. In order to remedy past operational violations and to ensure continued proactive compliance with all licensed business management responsibilities and requirements, as well as to avoid the time, expense and uncertainty of protracted litigation, the parties agree to institute the following recommendations. Upon approval by the Minneapolis City Council the recommendations shall become requirements for the continued holding of the business license held by the Licensee:

RECOMMENDATIONS FOR SETTLEMENT

In lieu of further civil enforcement action against the Licensee, the parties agree that conditions should be placed on the referenced Class C-2 On-Sale Liquor License with Sunday Sales issued to MORE Inc, as follows:

1. This License Settlement Agreement may not be entered into evidence in any criminal proceeding and it may be utilized solely for administrative and civil licensing purposes.
2. The Licensee will pay a **\$20,000.00 CIVIL FINE** to the City of Minneapolis. Of that fine, \$5,000.00 must be paid upon approval of this License Settlement Agreement (this date, hereinafter the “effective date” of this Agreement, shall be defined as the date on which the City Council action adopting this Agreement is officially published in *Finance & Commerce*) and the remaining balance shall be paid according to the following schedule:
 - \$5,000.00 within 90 days of the effective date of this Agreement,
 - \$5,000.00 within 180 days of the effective date of this Agreement,
 - \$5,000.00 within 270 days of the effective date of this Agreement.
3. The referenced business license shall be **SUSPENDED for a period of 60 days, with 30 days of the suspension stayed** on the condition that there be no violations of the terms of this License Settlement Agreement and that there be no same or similar violations committed for a period of 2 years from the effective date of this Agreement. The 30 executed days of license suspension shall be served according to the following schedule:
 - July 1, 2007 through and including July 16, 2007 (16 total days),
 - Each Monday from and including April 16, 2007 through and including June 25, 2007 (11 total days),

- Each Monday from and including July 23, 2007 through and including August 6, 2007 (3 total days).
4. The Licensee agrees to submit a suitable business plan within 30 days of the effective date of this Agreement that addresses the manner in which the business will comply with all statutes, rules and ordinances related to the sale and service of beverage alcohol. This business plan must be approved by the Division of Licenses and Consumer Services. The Division of Licenses and Consumer Services agrees that the approval of any business or security plan required under this provision or any subsequent provision of this Agreement shall not be unreasonably withheld.
 5. The Licensee shall obtain and maintain at all times proper evidence of liquor liability insurance as required by Minnesota statutes and the Minneapolis Code of Ordinances.
 6. In the event that the Licensee conducts "All Ages" events after the hour of 9:00 p.m., all alcohol sales and consumption shall be confined solely to the second floor of the premises. All persons under the age of 21 must have a permanent marker "X" conspicuously marked on both hands during such all age events.
 7. The Licensee shall refuse admission into the premises of any prospective patron under the age of 21 years with any noticeable, detectible or suspected presence of alcohol in their system or on their breath.
 8. The Licensee shall hire and train uniformed security staff to address alcohol compliance and shall submit a suitable security plan for approval by the Division of Licenses and Consumer Services within 30 days of the effective date of this Agreement.
 9. The Licensee shall purchase, install and utilize an electronic identification card reader that must have the following capabilities:
 - Recognize and read U.S. state-government issued driver's licenses or state-government issued identification cards,
 - The ability to indicate whether the above identification is valid,
 - The ability to differentiate between valid and counterfeit identification,
 - Display the age and date of birth, as should be displayed on the identification, for the purposes of assuring the identification has not been altered.
 10. The Licensee or an operational manager of record shall be physically present at the establishment during all hours of operation. The Licensee shall provide the Minneapolis Division of Licenses and Consumer Services with application and work history materials for its operational managers.
 11. The Licensee shall have adequate security based on the occupancy level set by the Minneapolis Fire Department and shall submit a plan for approval to meet these

requirements to the Division of Licenses and Consumer Services within 30 days of the effective date of this Agreement.

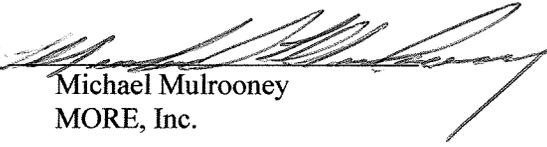
12. The Licensee shall be subject to a higher level of compliance checks with regard to youth access to alcohol. The Licensee shall be checked by the Minneapolis Police Department no less than twice within the next 12 months. In addition, if the Licensee is not in compliance with any of these conditions or with restricting alcohol access to minors, the Division of Licenses and Consumer Services may institute adverse license proceedings seeking any of the stayed sanctions in this Agreement and/or any additional sanctions as it deems appropriate.

MORE, Inc. understands that the holding of a business or liquor license in the City of Minneapolis is both a privilege and a responsibility, and as such, it is understood that there is a minimum standard that shall be met in order to hold such a license. Furthermore, it is understood that a license holder is responsible to ensure that its business operates in compliance with all applicable laws, ordinances and regulations. It is further understood that compliance with the above Recommendations is a requirement for continuing to hold a license and that failure to comply with any of these conditions may result in additional adverse license action.

I have read the above License Settlement Agreement and discussed it with counsel. I understand that the failure of my business to adhere to this Agreement may be cause for further suspension, revocation, or denial of my license. I understand that this report must be accepted and approved by the Minneapolis City Council and Mayor and that it shall not become effective unless and until that approval occurs.

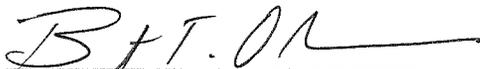
Based upon the foregoing, this agreement is FREELY & VOLUNTARILY ENTERED INTO IN GOOD FAITH:

For MORE, Inc.:

By: 
Michael Mulrooney
MORE, Inc.

Dated: March 17, 2007.

For the Division of Licenses & Consumer Services:

By: 
Burt Osborne
Director

Dated: MARCH 15, 2007.