

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

_____ )	
<b>In the Matter of:</b> )	
)	
Pizzetti 824, Inc. )	
t/a Komi )	
)	
Holder of a )	License No. ABRA-060765
Retailer's Class CR License )	Order No. 2012-033
)	
at premises )	
1509 17 <sup>th</sup> Street, N.W. )	
Washington, D.C. 20036 )	
_____ )	

Pizzetti 824, Inc., t/a Komi (Licensee)

William F. Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member  
Jeannette Mobley, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Pizzetti 824, Inc., t/a Komi (Licensee), and ANC 2B entered into a Voluntary Agreement (Agreement), dated January 10, 2006, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated December 16, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson William F. Stephens, on behalf of ANC 2B, are signatories to the Agreement. Pursuant to the Amendment, all terms and conditions of the original Agreement, dated January 10, 2006, not amended by the Amendment shall remain in full force and effect.

**Pizzetti 824, Inc.**  
**t/a Komi**  
**License No. ABRA-060765**  
**Page 2**

Accordingly, it is this 18th day of January 2012, **ORDERED** that:

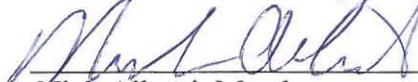
1. The above-referenced Amendment to Voluntary Agreement, dated December 16, 2011, submitted by the Licensee and ANC 2B to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED**; and
2. Copies of this Order shall be sent to the Licensee and ANC 2B.

Pizzetti 824, Inc.  
t/a Komi  
License No. ABRA-060765  
Page 3

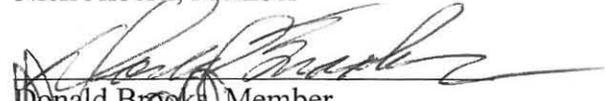
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



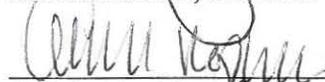
Nick Alberti, Member



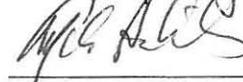
Donald Brooks, Member



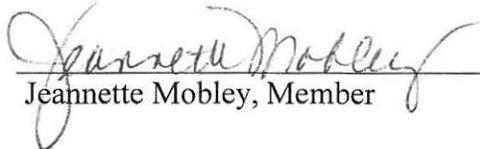
Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT entered into this 16 of DECEMBER 2011 (the "Amendment") by and between Pizzetti 824, Inc t/a Komi (hereinafter the "Applicant") and the Dupont Circle Advisory Neighborhood Commission 2B (hereinafter "ANC 2B").

WITNESSETH

WHEREAS, Applicant is the holder of Retailer's License CR alcoholic beverage control license for premises located at 1509 17<sup>th</sup> Street, NW; License No 60675;

WHEREAS, the parties entered into a Voluntary Agreement dated January 10, 2006, in connection with Applicant's original application for licensure, which Agreement was approved by Alcoholic Beverage Control Board Order dated July 12, 2006;

WHEREAS, the parties desire to amend the Voluntary Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions contained in the original Voluntary Agreement, and as set forth below, the parties agree as follows:

1. **Recitals Incorporated.**

The recitals above are incorporated herein by reference.

2. **Capacity.**

Applicant's capacity for the interior of the establishment shall be no more than 114.

3. **Interior Hours of Alcoholic Beverage Service.**

Applicant shall serve alcoholic beverages only between the following hours:

11:00 a.m.-1:00 a.m.- Seven days a week

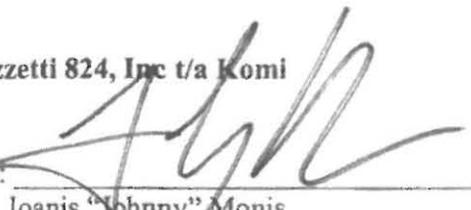
4. **No Further Amendments.**

Except as expressly provided in this Amendment, the Voluntary Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or caused this Amendment to be executed, under seal, as of the date set forth hereinabove.

**APPLICANT:**

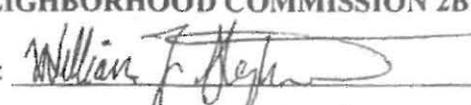
Pizzetti 824, Inc t/a Komi

By: 

Ioanis "Johnny" Monis

Date: 12/16/2011

**DUPONT CIRCLE ADVISORY  
NEIGHBORHOOD COMMISSION 2B**

By: 

Print Name: William F. Stephens, Chair

Date: 12/1/2011



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

December 20, 2011

**VIA EMAIL AND HAND DELIVERY**

Thea Davis, Deputy General Counsel  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> Street, NW, 4<sup>th</sup> Floor  
Washington, DC 20009

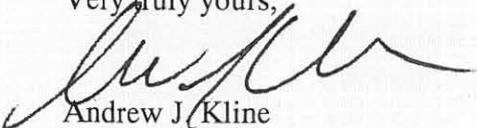
**RE: Amendment to Voluntary Agreement  
Pizzetti 824, Inc. t/a Komi  
1509 17<sup>th</sup> Street, NW  
License No. 60675**

Dear Thea:

Enclosed for the Board's consideration is an Amendment to Voluntary Agreement for the above-captioned establishment. The original Voluntary Agreement dated January 10, 2006 placed restrictions on capacity and hours of alcoholic beverage service which the parties have agreed to change.

We respectfully request that this Amendment be approved by Board Order. Upon receipt of the Board Order, our office will work with ABRA staff in order to amend the Applicant's alcoholic beverage license as necessary.

Very truly yours,



Andrew J. Kline

AJK/jrj  
Enc

cc: Cynthia Simms, ABRA  
Sarah Fashbaugh, ABRA  
Will Stephens, Chair, ANC 2B  
Victor Wexler, ANC 2B  
Johnny Monis  
(All via email with encl.)

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

<hr/>	)	
	)	
Pizzetti 824, Inc.	)	
t/a Komi	)	
	)	
Application for a Retailer's Class DR	)	License no.: 60765
License – Substantial Change	)	Case no.: 25434-05/059P
at premises	)	Order no.: 2006-134
1509 17 <sup>th</sup> Street, N.W.	)	
Washington, D.C.	)	
<hr/>	)	

Pizzetti 824, Inc., Applicant

Darren A. Bowie, on behalf of Advisory Neighborhood Commission 2B, Protestant

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT**

The substantial change application for a change in license class from a Retailer's Class "DR" License to a Retailer's Class "CR" License, having been protested, came before the Board on October 19, 2005, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, on behalf of Advisory Neighborhood Commission 2B, filed timely opposition by letter on September 19, 2005.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated January 10, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Pizzetti 824, Inc.  
t/a Komi  
License no. 60765  
Case no. 25434-05/059P  
Page two

Accordingly, it is this 12<sup>th</sup> day of July 2006, **ORDERED** that:

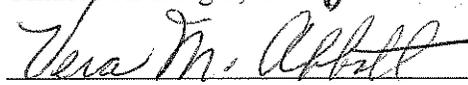
1. The protest of Darren A. Bowie, on behalf of Advisory Neighborhood Commission 2B, is **WITHDRAWN**;
2. The substantial change application of Pizzetti 824, Inc., t/a Komi, for a change in license class from a Retailer's Class "DR" License to a Retailer's Class "CR" License at 1509 17<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Pizzetti 824, Inc.  
t/a Komi  
License no. 60765  
Case no. 25434-05/059P  
Page three

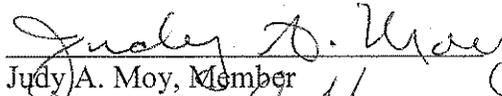
District of Columbia  
Alcoholic Beverage Control Board



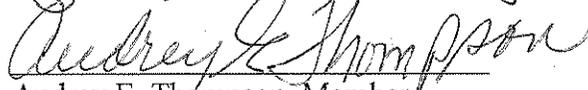
Charles A. Burger, Chairperson



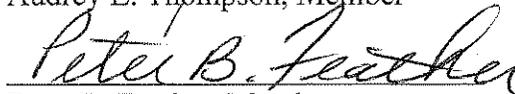
Vera M. Abbott, Member



Judy A. Moy, Member

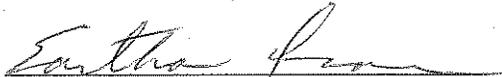


Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member



Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**AGREEMENT**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of January, 2006 (the "Agreement") by and between Pizzetti 824, Inc. t/a Komi (hereinafter the "Applicant"), the Dupont Circle Advisory Neighborhood Commission 2B (hereinafter the "Protestant").

*date/stamp  
copy*

**WITNESSETH**

**WHEREAS**, Applicant is the holder of a Retailer's License Class "DR" alcoholic beverage control license;

**WHEREAS**, the Applicant has filed an application for a substantial change to convert its existing Class "DR" License to a "CR" license for premises located at 1509 17<sup>th</sup> Street, NW, Washington, DC (License #60675);

**WHEREAS**, the Protestant has filed a protest opposing the granting of Applicant's application for a substantial change;

**WHEREAS**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching agreements of resolution, the Parties hereto desire to enter into an agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the related license and withdrawal of its Protest provided that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such agreement.

**NOW, THEREFORE** in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

**1. Recitals Incorporated**

The recitals above are incorporated herein by reference.

**2. Capacity**

2.1 Applicant's capacity for the interior of the establishment shall be no more than 74.

**3. Interior Hours of Alcoholic Beverage Service**

Applicant shall serve alcoholic beverages only between the following hours:

Sunday through Thursday, 11:30 a.m - midnight

Friday & Saturday, 11:30 a.m. - 1:00 a.m.

*ZK*

3.3 Nothing in this Agreement shall require Applicant to close or to stop serving food before midnight every day of the week, or to refrain from opening to serve food earlier than 11:00 a.m.

4. **Loitering, Trash Removal, and Outside Maintenance**

4.1 Trash/garbage/rodents. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean and free from debris. Applicant shall deposit trash, grease and garbage only in rodent-proof trash containers, and shall see that container covers fit properly and remain fully closed and secured except when trash, grease, or garbage is being added or removed. Applicant shall hose down, daily, the outside area behind its business.

4.2 Applicant shall make every reasonable effort to dispose of solid food and grease properly. Applicant will provide for the proper removal of grease and fatty oils from the establishment according to District of Columbia law and regulations.

4.3 Applicant shall keep waste containers clean. The trash containers shall be inspected for leakage and maintained in sound operating condition to avoid liquid garbage/grease from leaking onto the alley and street.

4.4 Applicant shall ensure trash containers are not overfilled to the degree that lids cannot be properly and completely closed. Applicant shall maintain at least 5-day a week pick up for trash. Applicant shall require its trash removal service to take appropriate steps so that liquid garbage/grease does not leak on the alley.

4.5 Applicant shall keep the alley and street free of garbage/grease caused by its operations and make reasonable efforts for any needed clean-up promptly.

4.6 Applicant agrees to participate in a cooperative waste management program to consolidate food waste and grease of several businesses unless the costs are greater than what it is paying at the time for its contract.

5. **Consideration of the Neighborhood**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times.

6. **Noise/Music/Dancing**

6.1 Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises by any musical instrument or amplification device or other device or source of sound or noise, in accordance with 23 DCMR §905.

**7. Exterior and Public Space Provisions**

7.1 Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

7.2 Applicant will hose down areas in front of the establishment as necessary to remove food debris, except in below freezing weather.

**8. Modification**

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

**9. Withdrawal of Protest**

Protestant agrees to the issuance of the license and the withdrawal of its protest provided that the present Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Agreement.

**10. Counterparts**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

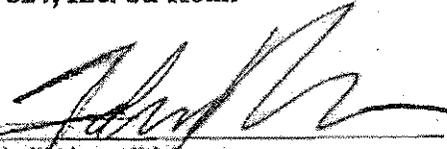
**11. Severability**

In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

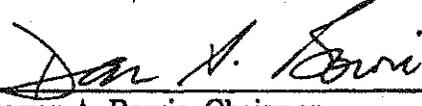
**APPLICANT:**

**Pizzetti 824, Inc. t/a Komi**

By:   
Johnis "Johnny" Mems

Date Signed: 1/5/2006

**DUPONT CIRCLE ADVISORY  
NEIGHBORHOOD COMMISSION 2B:**

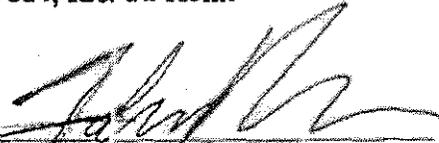
By:   
Darren A. Bowie, Chairman

Date Signed: January 10, 2006

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

**APPLICANT:**

Pizzetti 824, Inc. t/a Komi

By:   
JoaNIS "Johnny" Monis  
Date Signed: 1/5/2006

**DUPONT CIRCLE ADVISORY  
NEIGHBORHOOD COMMISSION 2B:**

By: \_\_\_\_\_  
Darren A. Bowie, Chairman

Date Signed: \_\_\_\_\_

LAW OFFICES

ANDREW J. KLINE

(202) 686-7600  
FAX (202) 293-3130

Andrew J. Kline (DC & MD)  
akline@klinelawdc.com  
Scott H. Rome (DC & MD)  
srome@klinelawdc.com  
LaQuan S. Partee, Legal Assistant  
Lpartee@klinelawdc.com

1225 NINETEENTH STREET, N.W.  
SUITE 320  
WASHINGTON, D.C. 20036

January 24, 2006

**VIA MESSENGER**

Alcoholic Beverage Control Board  
c/o Tiwana Clarke, Esq.  
941 North Capitol Street, NE  
7<sup>th</sup> Floor  
Washington, DC 20002

**RE: Pizzetti 824, Inc. t/a Komi  
Conversion of DR license to CR license  
1509 17<sup>th</sup> Street, NW  
License No. 60675**

Dear Members of the Board:

Please be advised that the parties have reached a resolution in the above-captioned matter. A fully executed Voluntary Agreement is enclosed. Please dismiss the protest and direct the staff to process the conversion/issuance of the liquor license.

If you have any questions regarding the foregoing or the enclosed, please do not hesitate to contact me.

Very truly yours,



Andrew J. Kline

AJK/jrj  
Enclosure

cc: Darren Bowie, ANC 2B (via e-mail w/attachment)  
Mark Bjorge, ANC 2B (via e-mail w/attachment)  
Fred Moosally, Esq. (via e-mail w/attachment)  
Johnny Monis (via e-mail w/attachment)

INITIAL	DATE
MEC	8-10-94
<i>[Signature]</i>	8-10-94
<i>[Signature]</i>	8-10-94
<i>[Signature]</i>	8-10-94

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter: )  
Carmella, Inc. )  
t/a Carmella Kitty's Rock Garden )  
Application for a retailer's )  
license class DR - renewal )  
at premises )  
1509 17th Street, N.W. )  
Washington, D.C. )

Case No. 27106-94054P

Dennis Bass, Chair, ABC Committee, Advisory Neighborhood Commission 2B,  
Protestant

Alaire Rieffel, Protestant

Michael Fonseca, Esquire, on behalf of Applicant

Joseph Englert, President, on behalf of Applicant

BEFORE: Mary Eva Candon, Esquire, Chair  
James C. Jefferson, Member  
James L. O'Dea, III, Esquire, Member  
Barbara L. Smith, Esquire, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on June 1, 1994 in accordance with D.C. Code 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Mr. Dennis Bass, Chair, ABC Committee, on behalf of the Advisory Neighborhood Commission 2B (hereinafter "ANC 2B"), and Ms. Alaire Rieffel filed timely protest letters, dated April 14, 1994 and May 12, 1994, respectively.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>1/</sup> Pursuant to the Agreement, the Protestants have agreed to withdraw the protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

<sup>1/</sup> See Agreement dated April 18, 1994.

Carmella, Inc.  
t/a Carmella Kitty's Rock  
Garden  
Page two

Accordingly, it is this \_\_\_\_\_ day of \_\_\_\_\_ 1994 ORDERED  
that:

1. The protest of Dennis Bass, Chair, ABC Committee, ANC 2B, and Alaire Bretz Rieffel, be, and the same hereby, are WITHDRAWN;
2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;
3. The application of Carmella, Inc. t/a Carmella Kitty's Rock Garden for a retailer's license class DR - renewal at premises 1602 17th Street, N.W., be, and the same hereby, is GRANTED; and,
4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

\_\_\_\_\_  
Mary Eva Candon, Esquire, Chair

\_\_\_\_\_  
James C. Jefferson, Member

\_\_\_\_\_  
James L. O'Dea, III, Esquire, Member

\_\_\_\_\_  
Barbara L. Smith, Esquire, Member

# 27106

## AGREEMENT

Made this 18<sup>th</sup> day of April, 1994, by and between Carmella Inc., t/a Carmella Kitty's Rock Garden ("applicant") and Advisory Neighborhood Commission 2B and Dupont Circle Citizens Association and Alaire Bretz Rieffel ("protestants").

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("Board") is applicant's renewal application for a Retailer's Class "CR" license for premises 1602 17th Street, N.W., ABC Board Application #27106; and,

WHEREAS, applicant and protestants entered into an agreement dated November 18, 1993, and have found the terms of said agreement to be satisfactory; and

WHEREAS, the protestants and applicant desire to enter into a superceding agreement setting forth understandings regarding applicant's operation of the establishment;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will operate its sidewalk cafe, seating 20 persons, during the hours of 11:00 a.m. to 11:00 p.m. on Sunday through Thursday, and 11:00 a.m. until 12:00 midnight on Friday through Saturday.\* Patrons will be cleared from the sidewalk cafe at 11:00 p.m. on Sunday through Thursday, and at 12:00 a.m. Friday and Saturday. Applicant will not place speakers outside, or otherwise provide music to the sidewalk cafe. The sidewalk cafe will conform to the dimensions and terms approved in the public space permit. Chairs are to be stacked or removed each evening upon clearing of the patrons. Tables and

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\*Applicant will amend the public space permit to conform to the hours contained herein. *abr*

chairs will be removed and stored inside during the winter months.

2. Applicant will provide a doorman, whose duties shall be, among others, to promote quiet and orderly behavior and to discourage loitering by its patrons. The doorman will be on duty during the hours of 9:00 p.m. to closing on Thursday through Saturday evenings. Applicant will provide notices at its entrance, and on its guest checks, requesting its patrons to please depart the premises and the surrounding neighborhood in a quiet manner so as not to disturb its neighbors.

3. Applicant will not advertise with tour companies or tour buses.

4. Applicant has contracted with a major pest control company, and will maintain this contract, or an equivalent pest control contract, throughout the term of this agreement. Said contract terms will include the elimination of rats from the premises. Applicant will periodically bait the alley easement to eliminate rodent harborage. To complement its efforts, applicant will provide for trash pickup six days a week, after 9:00 a.m. Applicant will hold all trash in sealed containers until pickup, and will keep trash containers indoors overnight. While trash containers are held outdoors, they will be covered securely and latched, except when disposing of trash. Trash will be bagged and tied prior to disposal in containers outside. Trash containers are to be in sound condition without holes or cracks. The outside area used for the trash containers will be kept clean

at all times, and hosed down daily, unless temperatures are below 32 degrees fahrenheit, or more often as necessary to maintain cleanliness. Following trash pickup by a commercial hauler, applicant will inspect easement and alley area and remove any loose debris left on the ground. Applicant will clean the rear and front of its premises including the alley easement on a daily basis. Applicant will not dispose of trash/debris in the street, alley or the public storm sewer. Applicant will make its best efforts to pick up loose trash and debris in the alley between Q and Corcoran Streets, and between 17th and 18th Streets, N.W., on a daily basis.

5. Applicant will install security lighting in the rear of its building.

6. Applicant will not make deliveries of carryout food. Applicant will receive deliveries from its 17th Street entrance only.

7. Applicant will install a tree guard at the tree box immediately in front of its premises. Said tree guard to be similar in design to the tree guards located adjacent to 1700 Q Street, N.W.

8. Applicant will keep the windows on the front and rear of its premises closed during operating hours. Applicant will keep its door to the rear of the premises closed during operating hours, except for normal uses, such as deliveries, trash removal etc., and in case of emergencies. Applicant may

install an exhaust fan to vent the kitchen. Said exhaust fan shall not emit excessive noise.

9. Applicant will not provide space heaters to its sidewalk cafe.

10. Applicant, in the event it plans any exterior painting of the building, will obtain protestants' approval.

11. Applicant will provide 30 days notice to protestants' representatives before making any substantial changes in its operations, or improvements to the exterior of the premises, requiring governmental approval.

12. Protestants agree to promptly notify applicant of any perceived violations of this agreement, and to give applicant a minimum of seven (7) calendar days to address or correct the perceived violation before notifying the ABC Board. It is understood among the parties that repeated violations may be noticed to the Board immediately.

13. The Applicant acknowledges that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for Protestants to petition the ABC Board for issuance of an order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Applicant's compliance with the terms of this agreement.

14. This Agreement shall not preclude protestants from exercising any other rights under the ABC statute or regulations, nor from challenging applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

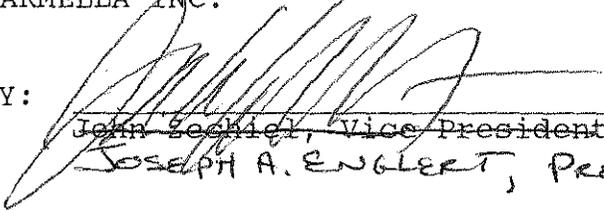
15. In consideration of, and in reliance upon, the above stated covenants and promises, and with the understanding that such stated conditions will be made part of the ABC license, the protestants do hereby withdraw their objections to the pending application. It is expressly understood that this agreement shall bind all protestants of record.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals as of the year and day first above-written.

APPLICANT:

CARMELLA INC.

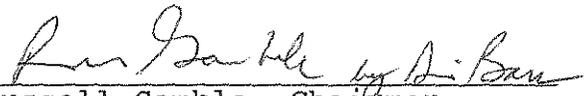
BY:

  
~~John Seehier, Vice President~~  
JOSEPH A. ENGLERT, PRESIDENT

PROTESTANTS:

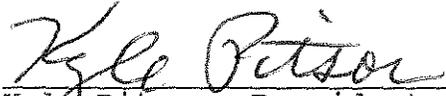
ADVISORY NEIGHBORHOOD COMMISSION 2B

BY:

  
Russell Gamble, Chairman

DUPONT CIRCLE CITIZENS ASSOCIATION

BY:

  
Kyle Pitsor, President

  
Alaire Rieffel, Individually  
and as designated  
Representative for remaining  
protestants