

In the Matter of:

t/a Estadio

Class CR License

Order No. 2010-015

1520 14th Street, N.W.

Washington, D.C. 20005

John Richard Pinnell, on behalf of a Group of Five or More Individuals ("Group of Five")

Herman Jones, Member

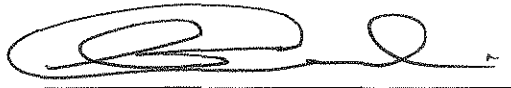
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Reed, Mark Dimunation, Mark Rabbage, and Christopher Schriever are signatories to the Agreement.

Credo, LLC
t/a Estadio
License No. 83263
Page Two

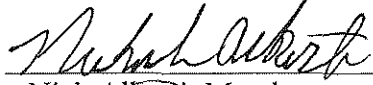
Accordingly, it is this 20th day of January 2010, **ORDERED** that:

1. The Application filed by Credo, LLC, t/a Estadio for a new Retailer's Class CR license located at 1520 14th Street, N.W., Washington, D.C., is **GRANTED**,
2. The Protest in this matter is hereby **WITHDRAWN**,
3. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 2F, and the Group of Five.

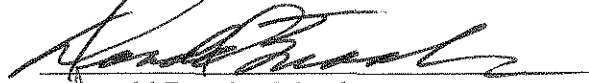
District of Columbia
Alcoholic Beverage Control Board



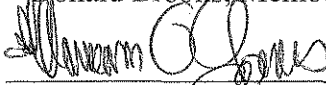
Mital M. Gandhi, Member



Nick Alberdi, Member

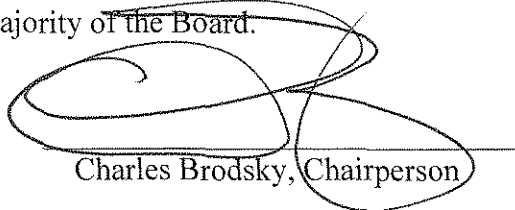


Donald Brooks, Member



Herman Jones, Member

I dissent from the position taken by the majority of the Board.



Charles Brodsky, Chairperson

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, 1250 U Street, N.W., Third Floor, Washington, D.C. 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Voluntary Agreement") is made as of this-
6th day of January, 2010, by and between CREDO, LLC/ MARK KULLER
("Applicant") t/a Estadio, Advisory Neighborhood Commission 2F ("ANC 2F"), and the
other persons whose signatures appear below ("Other Community Parties") (ANC 2F
and Other Community Parties being hereinafter referred to collectively as "the
Community").

WITNESSETH

WHEREAS, Applicant has applied to the Alcoholic Beverage Regulatory Agency
("ABRA") for a retailers' alcoholic beverage license, Class CR, for the premises at
1520 14th Street, NW, C-1, Washington, DC, 2005; and,

WHEREAS, the Community has protested such application to assure that the
Applicant's operations under a liquor license do not disturb the peace, order and quiet of
the community, and particularly that of nearby condominium owners; and,

WHEREAS, the Community will withdraw its pending protest upon the
execution of the within Voluntary Agreement, containing the mutually agreed terms and
conditions, and the acceptance of the Voluntary Agreement by the Alcoholic Beverage
Control Board (the "ABC Board"), subject to the subsequent continued compliance by
the Applicant with the Voluntary Agreement; and,

WHEREAS, Applicant has agreed to enter into this Voluntary Agreement and
will in good faith abide by its terms and become a part of the community.

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 set forth above are incorporated herein by reference.

2. Nature of Business. The Applicant shall manage and operate a restaurant with a full dinner menu service, but the Applicant reserves the right to offer breakfast, brunch and/or lunch service if, in its sole determination, it believes there is sufficient demand for such additional business. Any change from this model shall be considered by the parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.

3. Hours of Operation. The Applicant's hours of operation shall be as follows

| | |
|--------------------|---------------------------------------|
| Sunday | 8:00 a.m. to no later than 11:30 p.m. |
| Monday – Wednesday | 8:00 a.m. to no later than 12:00 a.m. |
| Thursday: | 8:00 a.m. to no later than 12:30 a.m. |
| Friday, Saturday: | 8:00 a.m. to no later than 1:00 a.m. |

Applicant agrees that the hour stated for the end of operation shall be defined as the time when the restaurant is to be closed and all patrons out of the premises.

Applicant may, without the consent of the Community, reduce its hours of operations, but shall not extend its hours without amendment of this Voluntary Agreement. Applicant's kitchen facilities and food service shall remain open with substantially full food service until two (2) hours prior to closing, but Applicant shall offer a limited menu up until one (1) hour prior to closing. These hours have been arrived at by negotiation with Applicant. The Community's concern is that longer hours may unduly disturb nearby residents; Applicant has conceded to reduced hours noting the competitive disadvantage it will have with directly competing restaurants that have

longer hours, but with the understanding that the hours will be reviewed by ANC 2F if Applicant so requests not earlier than one year from the commencement of Applicant's operations. At the time of any such request, Applicant shall provide notice thereof to Cooper Lewis Condominium Association, 1400 Church Street Condominium Unit Holders Association and Lofts 14 Condominium) (collectively, the "Associations") If ANC 2F reasonably determines that Applicant's operations have not disturbed the peace, order and quiet and has not been in violation of this Agreement, it shall negotiate in good faith with Applicant with the view of authorizing an amendment to this Agreement to provide for an additional 30 minutes to the closing hours of Applicant's operations on Fridays and Saturdays. If Applicant and ANC 2F agree to such additional closing time, they shall have the authority to execute an amendment of the Voluntary Agreement accordingly and to submit such amended Agreement for approval by the ABC Board. Applicant agrees to seek no other amendment to its hours until such time as its liquor license comes up for renewal

4. Square Footage and Occupancy. The square footage of the establishment is 2,850 square feet with an authorized maximum occupancy of 150 persons. Applicant will provide seating for at least eighty-eight (88) patrons at tables, including an open kitchen counter, and not more than twenty two (22) patrons at the bar. Applicant may not expand its occupancy or reduce available seating by more than five percent (5%) without amendment of this Voluntary Agreement. Notwithstanding anything herein to the contrary, occupancy shall not exceed the limit mandated by the Fire Marshal.

5. Parking. Applicant recognizes the importance of parking not only for its success and the convenience of its patrons, but also the Community's concern as to the

potential impact of Applicant's patrons on street parking in the surrounding residential community. Applicant agrees that prior to commencing business and at all times thereafter it shall follow a written policy (which shall be subject to reasonable approval by the ANC before Applicant commences operations) which provides patrons using automobiles with clear incentives to use off-street parking facilities, and which may include the following: (i) notifying patrons and potential patrons of nearby available parking options on the restaurant's website and other promotional materials and internal signage; (ii) encouraging patrons to use public transport, such as subway, bus, or taxi, and (iii) making arrangements for off-street parking within 1,000 feet of the premises.

6. Reserved.

7. Special Events. "Special events" for purposes of this Voluntary Agreement means that Applicant's premises are reserved exclusively or principally for a single group or event during or after normal dinner hours. Applicant agrees that it will limit special events to not more than 8 during the first six months of its operations, not more than 4 in any one month, and not more than 18 for the first 2 years. If Applicant's hours of operation are increased in accordance with this agreement, Applicant agrees that such increases shall not apply to special events. The Community's concern giving rise to the limitation on the number of special events is that they may unduly impact the neighborhood with additional parking, noise and trash problems.

8. Alley Access. Applicant recognizes that the public alley to the South of the establishment running between 14th and P Streets, NW ("public alley") is particularly active and its accessibility is necessary for the ingress and egress of residents and services for other commercial establishments. Applicant shall not impede access to the public

alley. Applicant shall not permit its employees to park in the public alley and shall instruct its suppliers and trash contractors not to block access to the public alley during deliveries and trash removal for more than is reasonably necessary to unload deliveries into the establishment or pick up the trash. Applicant shall require its suppliers to make deliveries after 9:00 a.m. and before 6:00 p.m. Applicant shall not permit its patrons or employees to enter or exit the establishment from the alley.

9. Public Space and Trash. The Community's concern over public space and trash is heightened because the Applicant's premises are located in a building dominated by residential condominiums and are amid other residential and condominium tenancies and, because of structural and architectural circumstances, present unusual problems including, but not limited to, the inability to accommodate space for trash, recyclables, dumpsters or other containers.

Applicant's dumpster shall be odor and rodent resistant. Applicant shall take all actions necessary to ensure that its dumpster does not overflow, including, but not limited to, scheduling additional trash pickups, if necessary, and/or installing a trash compactor, if necessary. Applicant agrees to maintain its dumpster in a secured and completely closed position, and to ensure that all of its trash is placed inside the dumpster. Trash and recyclable material shall not be deposited into the dumpster between the hours of 12 a.m. and 7:30 a.m. No bottles shall be deposited into the dumpster between the hours of 11:00 p.m. and 7:30 a.m. Applicant shall require its trash and recycling contractors to pick up trash and recycling materials on a regular and reasonably frequent basis and to schedule its trash and recycling pickup after 9:00 a.m. and before 4:00 p.m. Applicant agrees to ensure that its dumpsters, containers, trash or recyclable material are not stored or staged

in any public space in the alley or in any private space in the alley adjacent to the Cooper Lewis Condominium building..

Applicant shall also police the public alley at least once daily and the sidewalk (up to and including the curb) three times daily for refuse and other materials and maintain a clean, tidy and professional presence in these areas. Applicant shall not install exterior public pay telephones. Applicant shall not permit its employees to smoke in the alley during operating hours.

Applicant shall place appropriate containers outside near the entrance for disposal of smoking materials and trash for each day that the premises are open and empty such containers daily.

10. Good Neighbor Agreement and Water Operating Agreement. Applicant is entering into a separate agreement (the “Good Neighbor Agreement”) with the 1400 Church Street Condominium Association (in the building of which the Applicant’s premises are to be located) pursuant to which the parties will provide specific additional terms relating to public space, trash and other matters and a separate water operating agreement (the “Water Operating Agreement”) pursuant to which the parties will provide specific terms relating to water usage by the establishment. Nothing in this Voluntary Agreement shall be deemed to waive any right or obligation of any party under the Good Neighbor Agreement or Water Operating Agreement.

11. Sidewalk Café. Applicant shall not apply for or operate a sidewalk café.

12. Noise and Privacy. Applicant agrees to make engineering and architectural improvements to the establishment and take all necessary actions to ensure that music, noise and vibrations from the music or noise (as defined, for purposes of this Agreement,

in D.C. Code Section 25-725) from the establishment are not audible from within the adjacent residential properties. Applicant also agrees to make engineering and architectural improvements to the establishment and take all action to ensure that no unreasonable sound or noise generated by machine or vibration emanating from the establishment can be detected by the adjacent residential properties. In addition, Applicant will also take all necessary steps to ensure that sound, music or noise (within the meaning of D.C. Code Section 25-725) from the Restaurant or unreasonable sound or noise generated by machine or vibration emanating from Estadio is not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property. Applicant shall also take reasonable steps necessary to curtail and eliminate unreasonable noise generated by the unamplified human voice in its space that might be disruptive to adjacent residential properties. If unreasonable noise is experienced near exterior doors or windows, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors or windows. If any sound, music or noise (within the meaning of D.C. Code Section 25-725) from the establishment is audible to any adjacent residential property, if any unreasonable sound or noise generated by machine or vibration emanating from the establishment can be detected by any adjacent residential property, if the unamplified human voice emanating from the establishment generates unreasonable noise that is disruptive to any adjacent residential property (such as, by way of example, a loud reception or party), or if any sound, noise or music (within the meaning of D.C. Code Section 25-725) or unreasonable sound or noise generated by machine or vibration emanating from the establishment is disruptive to any adjacent residential property owner's reasonable use of the outdoor areas of their

property, then, Applicant, upon receiving notice thereof, shall take immediate remedial action to eliminate it (which, with respect to the unamplified human voice generating unreasonable noise that is disruptive to an adjacent residential property owner, means asking the person(s) responsible to cease making the unreasonable noise or else be required to leave the establishment).

13. Dancing, Music and Entertainment. Applicant shall not have live music, disk or other media jockeys, offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant may have recorded background music. Applicant shall keep all recorded music at a level that is inaudible, and free of any vibrations detectible from, outside the establishment. Applicant agrees that it shall not seek an entertainment endorsement to its liquor license.

14. Kitchen and other Exhaust. The Community is concerned that exhaust from Applicant's operations not disturb the residents of the building in which the premises are located or on nearby residential buildings, most of which have exterior balconies and roof terraces. Applicant agrees to install an engineered exhaust system for the purpose of limiting the emission and detection of annoying odors outside the establishment. Applicant agrees that if it is demonstrated that Applicant is responsible for the emission of annoying odors from its cooking operations, it will take further steps to reduce and abate such odors, including installing an odor-abatement or scrubber system that neutralizes odors.

Applicant shall maintain a contract with a reputable company that shall, on a regular and reasonably frequent basis, remove noticeable deposits and traces of food, grease and other substances that emanate from the establishment's kitchen exhaust and clean the

exhaust duct. Applicant also agrees that it shall install a stainless steel pan below the kitchen exhaust fan located on the condominium roof that is located below the discharge area and properly weighted with lava rock. If any adjacent residential property can demonstrate that exhaust from the establishment's kitchen discolored or otherwise damaged any outdoor furniture or other property of the adjacent property owner, Applicant shall forthwith reimburse said adjacent property owner for the replacement cost of the outdoor furniture or property.

16. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the area. Applicant shall enter into a pest control contract with a licensed pest control company containing provisions commercially reasonable terms. Applicant shall provide proof of its rat and vermin control contract upon request of the ANC.

17. Security. Applicant shall designate one employee to control unruly patrons, whether inside or in the immediate outside area. Further, signage at the entrance will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.

18. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel. Applicant, upon notice from the ANC or LCCA shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

Applicant shall provide an email address to which notices of all ANC 2F meetings may be routinely sent.

19. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the license and agrees not to transfer or sell the license or business in less than 30 days after giving written notice to ANC 2F and the Associations of the identity of any proposed transferee or purchaser. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Voluntary Agreement, inform them that the Voluntary Agreement is binding upon them, and to provide them with a copy.

20. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

21. Informal Dispute Resolution.

a. Generally. In the case the Other Community Parties has a concern regarding the operation of Applicant's restaurant, they shall first contact the Applicant's manager prior to involving the ANC, District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this Voluntary Agreement. Applicant shall also encourage any other individual not party to the Voluntary Agreement to also contact the Applicant's manager as indicated above.

b. Review Procedures. Where this Voluntary Agreement provides for or permits specific reviews, the parties will meet and negotiate in good faith over the matters under review. If the parties cannot agree, they may engage a mediator to assist in the negotiations.

22. Notices and Enforcement Before ABC Board. In the event of a violation by Applicant of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken, unless the violation be of such a nature that more immediate action is reasonable, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation (such 30-day or shorter period is hereinafter referred to as the "cure period"). A violation involving noise shall not be entitled to a cure period, and shall require immediate remediation. A material violation of this Voluntary Agreement or the conditions of Applicant's license, which has not been cured within the cure period, shall constitute cause for seeking a Show Cause Order from the ABC Board.

23. Notice. Notice under this Voluntary Agreement shall be in writing, and may be given by registered mail, return receipt requested; by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery.

Notices shall be addressed:

If to Applicant, to:

Mark Kuller
5126 Wissioming Road
Bethesda, MD. 20816

If to ANC 2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 - Mid-City Station
Washington, D.C. 20005
anc2f@starpower.net

With a copy to: Chairman ANC2F at the address indicated for the

then incumbent as posted on the website, www.anc2f.org.

If to Other Community Parties, to:

1400 Church Street Condominium Association
1400 Church Street
Washington, DC 20005
Attention: Mark Dimunation, President

Cooper Lewis Condominium Association
1413 P Street, NW
Washington, DC 20005
Attention: Mark Rabbage, President

Lofts 14 Condominium Association
1401 Church Street, NW
Washington, DC 20005
Attention: Christopher Schriever, Treasurer

Applicant and other signatories may change the notice address listed above by written notice to the other signatories at the addresses listed above. Failure to give notice shall not constitute waiver of or acquiescence to the violation, but notice shall be a prerequisite to the filing of a show cause request with the ABC Board.

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

25. Other Parties. If any party executing this Voluntary Agreement as an Other Community Party ceases to occupy the premises at the address indicated below his or her signature or retain an ownership interest in such premises, all rights and obligations of such party under this Voluntary Agreement shall terminate.

26. Amendments. Except where this this Voluntary Agreement provides for amendment by the consent of the Applicant and ANC 2F, it may be amended by

Applicant, ANC 2F and not less than one half of the Other Community Parties. All amendments shall become effective only upon acceptance by the ABC Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

APPLICANT:
CREDO, LLC

By: _____
Mark Kuller, Managing Member

ANC 2F:
ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
Charles Reed, Chairman

OTHER COMMUNITY PARTIES
1400 CHURCH STREET CONDOMINIUM ASSOCIATION

By: _____
Mark Dimunation, President

COOPER LEWIS CONDOMINIUM ASSOCIATION

By: _____
Mark Rabbage, President

LOFTS 14 CONDOMINIUM ASSOCIATION

By: _____
Christopher Schriever, Treasurer

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APPLICANT:
CREDO, LLC

By: _____

Mark Kuller, Managing Member

ANC 2F:
ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
Charles Reed, Chairman

Applicant, ANC 2F and not less than one half of the Other Community Parties. All amendments shall become effective only upon acceptance by the ABC Board.

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APPLICANT:
CREDO, LLC

By: _____
Mark Kuller, Managing Member

ANC 2F:
ADVISORY NEIGHBORHOOD COMMISSION 2F

By: Charles D. Reed
Charles Reed, Chairman

OTHER COMMUNITY PARTIES
1400 CHURCH STREET CONDOMINIUM ASSOCIATION

By: _____
Mark Dimunation, President

COOPER LEWIS CONDOMINIUM ASSOCIATION

By: _____
Mark Rabbage, President

LOFTS 14 CONDOMINIUM ASSOCIATION

By: _____
Christopher Schriever, Treasurer

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Mark Kuller, Managing Member

ANC 2F:
ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
Charles Reed, Chairman

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1400 CHURCH STREET CONDOMINIUM ASSOCIATION

By: Mark Dimunation
Mark Dimunation, President

COOPER LEWIS CONDOMINIUM ASSOCIATION

By: _____
Mark Rabbage, President

LOFTS 14 CONDOMINIUM ASSOCIATION

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Christopher Schriever, Treasurer

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Mark Kowler, Managing Member

ANC 2F:
ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
Charles Reed, Chairman

OTHER COMMUNITY PARTIES
1400 CHURCH STREET CONDOMINIUM ASSOCIATION

By: _____
Mark Dimunation, President

COOPER LEWIS CONDOMINIUM ASSOCIATION

By: M. Elbaga
Mark Raibaga, President

LOFTS 14 CONDOMINIUM ASSOCIATION

By: [Signature]
Christopher Schriever, Treasurer

January 7, 2010

Ms. Martha Jenkins
General Counsel
Alcoholic Beverage Regulation Administration
1250 U Street, NW
Washington, DC 20009

RE: Credo, LLC t/a Estadio, 1520 14th Street, NW, Retailer's Class CR License – New
Application, License No. ABRA-083263, Case No. 83283-09/83P

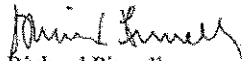
Dear Ms. Jenkins:

In accordance with the authority given to me in our protest petition dated December 10, 2009, I represented the 24 individual protestors at the ABC Board's roll call hearing on December 28, 2009 at which Ms. LaVerne Fletcher presided. Subsequent to that hearing, the protestant group has successfully negotiated a voluntary agreement with the applicant and ANC 2F. That voluntary agreement was ratified by ANC 2F at their public meeting on January 6, 2010 and will be submitted to the ABC Board for approval. In addition to the applicant and ANC 2F, the three condominium associations in which we reside will be parties to the agreement.

The protestant group believes that our interests are well represented by the parties above and we strongly support the agreement. Therefore, subject to the ABC Board's approval of the voluntary agreement, we hereby withdraw our protest.

Please feel free to contact me if you have any question regarding this request to withdraw our protest.

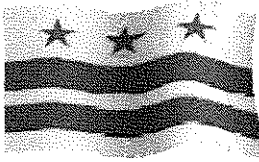
Sincerely,



Richard Pinnell
1413 P. Street, NW Unit 201
Washington, DC 20005
202-939-0811

copies:

Mr. Mark Kuller, Credo, LLC
Mr. Charles Reed, ANC 2F



ADVISORY NEIGHBORHOOD COMMISSION 2F
Government of the District of Columbia
5 Thomas Circle, NW, Washington, D.C. 20005
Telephone: (202) 667-0052 Fax: (202) 667-0053 www.anc2f.org

Commissioners

2F01 Charles Reed, *Chairman*
2F02 Andrew Warth
2F03 Brian Varga, *Secretary*
2F04 Matt Raymond, *Treasurer*
2F05 Dustin Cole
2F06 Mike Benardo, *Vice Chair*
Cynthia Cota, *Executive Director*

Writer's direct contact:

Charles Reed
creed@kgrrmlaw.com
Tel: (202) 262-5030
1310 Q Street, NW
Washington, DC 20009

January 12, 2010

Alcoholic Beverage Control Board
Government of the District of Columbia
941 North Capitol Street, NE,
Suite 7200
Washington, DC 20009

Attention: Charles Brodsky, Acting Chairman

Re: Estadio
1520 14th Street, NW,
Washington, DC, 2005
Application for Class CR Liquor License

Dear Chairman Brodsky and Members of the Board:

At a regular monthly public meeting of ANC 2F, duly held January 6, 2010, at which a quorum was present and acting throughout, our Commission approved a voluntary agreement with the above applicant, subject to its acceptance by your Board. The vote of the Commission authorizing such agreement was unanimous (5-0). A copy of the agreement is transmitted herewith.

Accordingly, we submit the agreement to the Board, and advise, pursuant to §1-309.10 of the D.C. Code, that it be approved and that the requested license be granted, subject to the applicant's continued compliance with all terms of the agreement. In addition, we further advise the Board that upon its acceptance of the agreement, that we withdraw the pending protest of this Commission previously filed in connection with the application.

Our request is formal and intended to constitute advice pursuant to §1-309.10 of the D.C. Code.

We note that we had previously submitted a copy of this agreement for the informal advice of the legal staff of the Board as to its terms. We understand from the staff that the Board would likely object to some of the terms of the agreement. Specifically objected to were provisions in which (a) in paragraph 6, the applicant offered local residents a 5% discount under certain circumstances, (b) in paragraph 10, a reference is made to the Good Neighbor Agreement

to the applicant and 1400 Church Street Condominium Association (which serves the building in which applicant's premises are to be located), (c) in paragraph 19, the applicant is required to give notice of a proposed sale of the license or business.

With respect to the above, we inform the Board of the following:

Regarding item (a), we have removed paragraph 6 in its entirety. The purpose of this provision, which is analogous to those in other voluntary agreements which the Board has approved, was to further the mutual desire of the parties to incentivize local patronage. From the ANC's viewpoint, additional benefits flow from such a provision, such as reducing the impact on street parking. A further justification in this instance was that the applicant offered a 20% discount to residents of the condominium in which the restaurant is to be located. It was felt that this might create problems in the community if there were no similar benefit offered to the community. Notwithstanding, our Commission in the last analysis agreed that, as worded, this may not be a seemly provision in a voluntary agreement and could pose enforcement difficulties for the Board. We therefore removed the provision.

Regarding item (b), the Good Neighbor Agreement ("GNA") is a private agreement to which our ANC is not a party. The reference to the GNA was to make certain that the voluntary agreement is not intended to be interpreted as altering any of the rights or obligations of the parties to the GNA. Perhaps, this point, which we think is important, was not clear. We have revised the wording of paragraph 10 to remove any ambiguity.

Regarding item (c), there are a number of voluntary agreements which the Board has approved with identical language. Our ANC respectfully suggests that the provision is both helpful to the community as well as the Board. We note that the essence of the provision is that the licensee give notice of an impending sale. This would permit the Commission to bring to the attention of the Board information as to a transferee or purchaser which the Board might not otherwise have. As the Board is aware, the current law does not permit protests at the point of a transfer, although the Board may refuse to allow a transfer to a person of known bad character or other disqualifying traits. There have been several instances where, had the ANC received notice, an unscrupulous or objectionable operator it could have, perhaps, avoided subsequent major difficulties with a licensee.

Finally, we wish the Board to know that we are aware of certain redundancies in the present, and other, voluntary agreements in the sense that such provisions simply restate existing requirements imposed on a licensee. We incorporate such provisions to educate the community and, often, to remove objections to the issuance of a license. For example, vermin control is often a major concern in the community, particularly to abutting or nearby residents. City health ordinances, as well as ABRA regulations impose on licensees the same obligations as are incorporated in the voluntary agreement. Whether or not out of a jaundiced view of the effectiveness of the ordinances and regulations, the ANC is able to forge agreement and allay the concerns of the community when such clauses are included in the agreement. From our Commission's view, this practice serves a salutary education process, and assists the Commission in reducing the often bitter opposition to a license. Indeed, in the present case, the

concern over rat control was a significant factor that generated initial opposition to the application by a number of individuals owning expensive condominiums either within the same building as the applicants restaurant is to be located or in close proximity. This led to the filing of a number of protests. The inclusion of paragraph 16 which deals with this point was extremely helpful to the ANC in resolving the opposition to the license, and causing the withdrawal of pending individual protests.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Charles D. Reed". The signature is fluid and cursive, with the first name "Charles" and last name "Reed" clearly distinguishable.

Charles D. Reed
Chairman, ANC 2F

Cc: *(Via Email Only)*
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Mark Kuller
Mark Dimunation
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