

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

In the Matter of:)	
)	
ERLDC, LLC)	
t/a Escape Room Live)	
)	
Applicant for a New)	License No.: ABRA-104030
Retailer's Class DX Multipurpose Facility License))	Order No.: 2016-653
)	
at premises)	
3345 M Street, N.W.)	
Washington, D.C. 20007)	

ERLDC, LLC, t/a Escape Room Live (Applicant)

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Robert vom Eigen, President, Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that ERLDC, LLC, t/a Escape Room Live, Applicant for a new Retailer's Class DX Multipurpose Facility License, located at 3345 M Street, N.W., Washington, D.C., ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated November 1, 2016, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Robert vom Eigen, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 16th day of November, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; except for the following modifications:

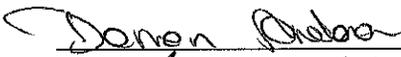
Sections 2 – The following language shall be removed: “Accordingly, Applicant shall afford the ANC and CAG forty-five (45) day’s advance notice of any intention to seek approval from the ABC Board of any change in its business operations which the ABC Board might deem “substantial,” including any contemplated deviation from the interactive themed entertainment model.”

Sections 3 – The following language shall be removed: “Accordingly, Applicant shall afford the ANC and CAG forty-five (45) day’s advance notice of any intention to seek approval from the ABC Board of relaxation of the foregoing restriction of alcoholic beverage service to patrons who have purchased reservations to that day’s interactive themed entertainment.”

The parties have agreed to these modifications.

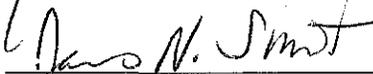
2. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

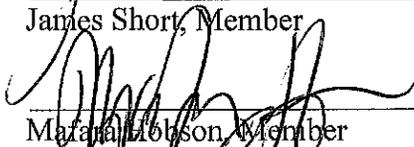
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Mafala Hobson, Member


Jake Berry, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

Made this 1st day of November, 2016, by and between ERLDC, LLC (Applicant), ADVISORY NEIGHBORHOOD COMMISSION 2E ("the ANC") and the CITIZENS ASSOCIATION OF GEORGETOWN (CAG).

WITNESSETH

WHEREAS, Applicant has filed application for a Retailer's Class DX Alcoholic Beverage Control (ABC) license for operation of its interactive themed entertainment business at premises 3345 M Street, N.W. ; and,

WHEREAS, in lieu of protest of said applications by the ANC or CAG, the parties desire to enter into this Agreement, whereby certain commitments on the part of the Applicant are memorialized;

NOW, THEREFORE, in consideration of the premises above recited and the covenants and conditions set forth below, the parties agree as follows:

1. The premises to be operated under the subject license shall consist of the entire first floor and basement of the building at 3345 M Street, N.W. ("the licensed Premises"). There shall be no outdoor seating or outdoor consumption of alcoholic beverages.
2. The nature of the subject business is presentation of interactive themed entertainment. Applicant acknowledges that the willingness of the ANC and CAG to enter into this Agreement is based on reliance that this business model will be perpetuated. Accordingly, Applicant shall afford

the ANC and CAG forty-five (45) days' advance notice of any intention to seek approval from the ABC Board of any change in its business operations which the ABC Board might deem "substantial," including any contemplated deviation from the interactive themed entertainment model.

3. Alcoholic beverage service at the licensed Premises shall be available only to patrons who have purchased reservations to that day's presentation of interactive themed entertainment. Alcoholic beverage service shall not be available to members of the general public on a "walk in" basis.

Applicant acknowledges that the willingness of the ANC and CAG to enter into this agreement is based on reliance that such restricted service of alcoholic beverages will be perpetuated. Accordingly, Applicant shall afford the ANC and CAG forty-five (45) day's advance notice of any intention to seek approval from the ABC Board of relaxation of the foregoing restriction of alcoholic beverage service to patrons who have purchased reservations to that day's interactive themed entertainment.

4. Hours of operation of the Applicant's business shall terminate not later than 1:00am daily. It is understood that at said hour no patron shall remain on the Premises.
5. Except to the extent necessitated by emergency evacuation, Applicant's patrons shall enter and exit the licensed premises only through doors on M Street, NW. There shall be no customer queing outside the licensed Premises.. No music or other noise generated by entertainment activities shall be audible outside of the licenses Premises.

6. All vendor deliveries shall be received, and all trash removal shall be conducted, only through its rear door of the licensed Premises leading to the public alley accessed from 34th Street, NW. Trash is to be stored in rodent-proof containers until collected by Applicant's hauler. No trash or bottles are to be deposited outdoors during the hours of 11pm and 7am, and no trash collection shall occur prior to 7am.
7. Applicant shall maintain direct control of the licensed Premises at all times. Applicant shall not rent out, or otherwise cede control of the licensed Premises to any third party (including, but not limited to "promoters") at any time.
8. The ANC and CAG are relying on the foregoing commitments by the Applicant in determining to not protest the pending Class DX license application. The parties will submit this Agreement to the District of Columbia Alcoholic Beverage Control Board with their joint request that the terms hereof be incorporated in the Board's order approving the license application. In the event that the ABC Board fails to approve all the terms of this Agreement, this instrument shall be deemed to constitute the protests of the ANC and CAG to the pending application on the grounds of peace, order and quiet.

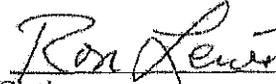
IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals

on the date first above written.

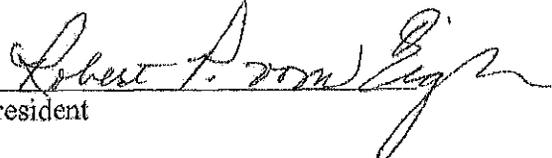
ERLDC, LLC

By: 
Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Chairman

CITIZENS ASSOCIATION OF GEORGETOWN

By: 
President