

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

_____)	
In the Matter of:)	
)	
Green Island Heaven and Hell, Inc.)	
t/a Green Island Cafe/Heaven & Hell)	
)	Case No. 10-PRO-00178
Petition to)	License No. ABRA-074503
Terminate Voluntary Agreement)	Order No. 2010-469
for a Retailer's Class CT License)	
)	
at premises)	
2327 18 th Street, N.W.)	
Washington, D.C. 20009)	
_____)	

Green Island Heaven and Hell, Inc., t/a Green Island Cafe/Heaven & Hell, (Petitioner)

Olivier Kamanda, Commissioner, Advisory Neighborhood Commission (ANC) 1C
(Protestant)

Denis James, President, on behalf of Kalorama Citizens Association (KCA) (Protestant)

Carol Erting, on behalf of A Group of Five or More Individuals (Protestant)

Thomas Hawkins, President, The Lofts at Adams Morgan Condominium Association
(The Lofts)

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Calvin Nophlin, Member

**ORDER ON REPLACEMENT COOPERATIVE AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Green Island Heaven and Hell, Inc., t/a Green Island Cafe/Heaven & Hell (Petitioner), has submitted a Petition to Terminate its Voluntary Agreement for its Retailer's Class CT License located at 2327 18th Street, N.W., Washington D.C., having been protested, came before the Board for a Roll Call Hearing on January 3, 2011 and a Protest Status Hearing on February 23, 2011, in accordance with D.C. Official Code § 25-601 (2001). The

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Protest Hearing was rescheduled for September 28, 2011.

The Petitioner, ANC 1C, KCA, A Group of Five or More Individuals, and The Lofts entered into a Replacement Cooperative Agreement (Agreement), dated October 5, 2011, setting forth the terms and conditions that govern the operation of the Petitioner's establishment. This matter comes now before the Board to consider the Parties' Agreement, dated October 5, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to replace any previous Voluntary Agreements and the Petitioner; Commissioner Olivier Kamanda, on behalf of ANC 1C; Denis James, on behalf of KCA; Thomas Hawkins, on behalf of The Lofts; Heather Auyang; Carol Erting, Joseph Kinner; Tracey Williams; Tood Canterbury; Mathew Roberts; L. Rosenman; Hanadi Shamkhani; and Kathy Stout-LaBauve are signatories to the Agreement. The Agreement has been reduced to writing and has been properly executed and filed with the Board.

This Agreement also constitutes a withdrawal of the Protest filed by ANC 1C, KCA, and A Group of Five or More Individuals.

Accordingly, it is this 16th day of November 2011, **ORDERED** that:

1. The Protests of ANC 1C, KCA, and A Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
2. The above-referenced Replacement Cooperative Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

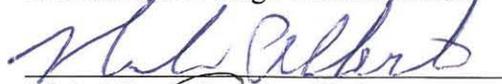
Section 1.5 – The following sentence shall be removed: “Applicant agrees to provide a copy of the new COO to the ANC 1C, KCA and The Lofts.”

The parties have agreed to the modification.

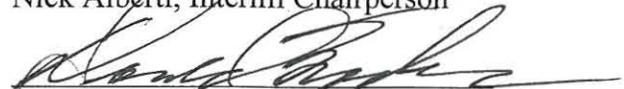
3. Copies of this Order shall be sent to the Petitioner; ANC 1C; KCA; Thomas Hawkins, on behalf of The Lofts; and Carol Erting, on behalf of A Group of Five or More Individuals.

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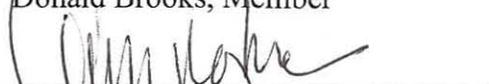
District of Columbia
Alcoholic Beverage Control Board



Nick Alberti, Interim Chairperson



Donald Brooks, Member



Calvin Nophlin, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

**REPLACEMENT
COOPERATIVE AGREEMENT**

THIS AGREEMENT entered into this 5th day of October, 2011 is by and between Green Island Café/Heaven and Hell, Inc., t/a Green Island Café Heaven and Hell, 2327 18th Street, NW ("Applicant"), the Advisory Neighborhood Commission 1C ("ANC 1C"), the Kalorama Citizens Association ("KCA"), and Heather Auyang, Carol Erting, Joseph Kinner, Tracey Williams, Todd Canterbury, Matthew Roberts, L. Rosenman, Hanadi Shamkhani, Kathy Stout-LaBauve, individually and The Lofts at Adams Morgan Condominium Association, 2328 Champlain Street, NW, Washington, DC 20009 ("The Lofts") hereinafter the "Parties".

INTRODUCTION

WHEREAS, Applicant operates the establishment known as "Green Island Café/Heaven and Hell" located at 2327 18th Street, N.W., pursuant to a Retailer CT License ("Establishment").

WHEREAS, ANC 1C represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, KCA represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, the Establishment is within the boundaries of the ANC 1C and the membership boundaries of the KCA;

WHEREAS, The Lofts is a residential condominium located immediately behind the Establishment and its residents are directly impacted by the operations of the Establishment;

WHEREAS, the Parties entered into Cooperative Agreements in 2005 and 2008 commemorating certain understandings regarding the operational plans for the Establishment (collectively such agreements, are hereinafter referred to as "Original Agreement");

WHEREAS, Applicant has initiated case number 10-PRO-00178 with the Alcoholic Beverage Control Board for the purpose of terminating the Original Agreement ("ABRA Case");

WHEREAS, the ANC 1C, KCA, and The Lofts oppose termination of the Original Agreement and have filed protests in the ABRA Case, and

WHEREAS, the Parties desire to resolve their concerns and disagreements through a new agreement which will replace the Original Agreement and resolve the ABRA Case.

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and undertakings set forth below, the Parties agree as follows:

1. Operation

1.1 No person under the age of 21 years of age will be allowed in the Establishment.

1.2 All servers of alcoholic beverages will undergo Alcohol Awareness Training.

1.3 Whenever the Establishment is open, there will be at least one employee on duty who holds an ABC manager's license and who has had Alcohol Awareness Training. In addition, the Applicant, Mehari Woldemariam, and the Applicant's wife, Roma Berakat, will complete an alcohol awareness training program.

1.4 Hours of Operation:

Inside:

Sunday through Thursday: 5:00 pm until 2:00 am, last call at 1:30 am each night.

Friday and Saturday: 5:00 pm until 3:00 am, last call at 2:30 am each night.

Sidewalk Café:

Sunday through Thursday: 5:00 pm until 1:00 a.m.

Friday and Saturday: 5:00 pm until 2:00 a.m.

The ANC 1C, KCA, and The Lofts shall not oppose, or object to Applicant's filing of an amended application to the Board, which consists of a

request to serve alcoholic beverages with Lunch or Brunch, with hours of operation, and hours for the sale, service, and consumption of alcoholic beverages to be no earlier than 11:00 am, seven (7) days a week.

Also, within 5 business days of the ABC Board's Order approving this Agreement, Protestants shall dismiss their protests of the Establishments' Summer Garden ABRA case (posted August 5, 2011 with a Roll Call hearing date of October 3, 2011).

1.5 Seating/Occupancy is shown on the Establishment's Certificate of Occupancy. The parties are aware that the Applicant intends to apply to enclose the existing rear second floor deck for year round use for the purpose of serving food and alcoholic beverages. Applicant agrees to provide a copy of the new Certificate of Occupancy to the ANC 1C, KCA, and The Lofts. A copy of that Certificate of Occupancy will be attached to this VA.

Occupancy of Sidewalk Café: 12 persons.

The rental period for use of the Sidewalk Café area shall be April 1, through October 30, each year.

All patrons of the Sidewalk Café must be seated. The Sidewalk Café furniture will be stored inside when not in use. The area will be kept clean and no food from any outside source may be brought into the Sidewalk Café area during its approved operating hours. To be seated at the Sidewalk Café, patrons must place a food order from the Establishment's menu. The Establishment shall provide wait-service for patrons of the Sidewalk Café. Alcoholic beverages shall not be carried by patrons from the upper levels (first and second floor) out the main entrance of 2327 18th Street, NW onto areas that are not licensed. The area of the Sidewalk Café shall not be used as a place to form a line for entry to the Establishment.

1.6 Applicant agrees not to promote or participate in bar or pub "crawls", "tours" or other similar events.

1.7 Applicant agrees not to place, or cause to be placed, any fliers, handbills or other printed advertisements for the Establishment on cars parked on public streets or on any sign, lamppost, tree or other place anywhere in the public space.

1.8 Applicant agrees that no patrons of the Establishment will be allowed on the rear second floor deck until the enclosure has been completed.

1.9 Applicant shall daily maintain the alleyway and the sidewalk in front of the Establishment as needed to keep them free of trash, snow and ice.

1.10 Applicant agrees that the trash and dumpster area shall be continuously maintained in an orderly and clean manner.

1.11 All trash/waste from the Establishment shall be kept in closed dumpsters at all times.

1.12 Applicant shall maintain contracts with reputable contractors for trash pick-up, recycling, and proper disposal of any cooking oil or grease on a regular basis with such frequency to assure that trash dumpsters do not overflow, and that the lids to the dumpsters shall be closed completely at all times, except when being accessed for disposal, collection or removal of trash. Further, trash and recycling pick-up shall not occur between 12:00 am, midnight, and 7:00 am on weekdays and weekends. Applicant shall store inside the Establishment all used grease and fatty oils in a vermin-proof container. Grease and fatty oils will never be placed in dumpsters.

1.13 No trash/garbage bags/waste shall ever be placed/left on the ground.

1.14 Trash shall be carried to the dumpsters and in no event shall the Applicant or employees of the Establishment throw trash from upstairs decks, platforms, or windows to the trash dumpsters.

1.15 Glass bottles shall not be handled outside the Establishment or on the rear deck between the hours of 11:00 pm and 7:00 am, but shall be stored in the interior of the Establishment until after such hour when the bottles will then be disposed of in a dumpster or recycling container.

1.16 Applicant shall immediately remove, and maintain rooftops and decks of the Establishment clear of, all unsightly objects, including, but not limited to, trash, old furniture, paint cans, insulation, signage, and the like.

1.A. Restaurant to Tavern Conversion

a. Food Operation. The Applicant shall make a good faith effort to sell and serve food in the Establishment. For purposes of this Agreement a "good faith effort" to sell or serve food shall be deemed to have been met if the Applicant complies with the following requirements:

1. Maintains a kitchen, kitchen staff and wait staff (which may include bartenders who serve food to patrons), and the supplies and equipment necessary for daily preparation and service of prepared food menu items other than snack food. Prepared food menu items shall include, for example, appetizers, soups, salads, sandwiches, entrees, and desserts. For purposes of this subsection, "snack food" is defined as items such as peanuts, popcorn, potato chips, pretzels and similar items.

2. Is open to the public from at least 6:00 pm to 11:00 pm daily for the service of prepared food menu items on any day it opens for business. On any day the Establishment is open prior to 6:00 pm, service of prepared food menu items shall be available to patrons at that time. Applicant agrees to make a best faith effort to be open the majority of each week.

3. Sales of food shall account for at least thirty percent (30%) of the Establishment's gross annual receipts from the combined sale of food and alcoholic beverages.

4. Continues to keep and maintain, while licensed as a tavern the same books and records required to be kept by restaurants and hotels pursuant to D.C. Official Code 25-113 (j)(3)(A).

5. Offers food service until at least two (2) hours prior to closing.

6. The first level of the Establishment, which trades primarily under the name Green Island Café, shall maintain a restaurant atmosphere until at least 11:00 pm each night of operation. Until this time, tables shall be maintained throughout the Green Island Café area, menus shall be offered to seated patrons and entertainment shall be confined to recorded background music in this area. No disco balls, bar games, DJ's or similar bar or nightclub activities shall take place in the Green Island Café area until 11:00 pm, each night of operation.

7. The word "Restaurant" shall be added to the exterior signage of the first floor Green Island Café area, if permitted by applicable sign regulations.

8. Prior to 11:00 pm, food sales shall be emphasized in the Green Island Café area.

b. Exterior Alcohol Advertising. Applicant's exterior advertising to the public emphasizes food and does not primarily advertise drink specials.

c. Applicant agrees to maintain its CT licensure.

2. Exterior Activities.

Applicant shall take the following steps to prevent disturbances to the residents of The Lofts, and residents in the affected areas of KCA and ANC 1C representation:

2.1 Applicant shall install fire doors with panic bars on every rear door and shall provide notice on those doors that the exit is for emergency use only, and an alarm will sound if the doors are opened.

2.2 Applicant agrees that there shall be no deliveries accepted of any type to the Establishment prior to 7:00 am.

2.3 Applicant shall post or spray paint "No Loitering" signs on the rear of the building housing the Establishment to discourage loitering in the alleyway, and shall periodically check to be sure such signs are in place and legible. If a "No Loitering" sign has been removed or damaged, Applicant shall reinstall the sign within five (5) business days.

2.4 The rear doors and windows of the Establishment shall be kept closed at all times.

2.5 The main front entry doors may remain open, provided that all the other doors to different sections of the Establishment, including the doors leading to the rear deck, will never be propped or tied open, and will remain closed except for normal opening and closing to permit ingress and egress of staff and patrons.

2.6 Applicant shall install and maintain insulated glass windows or add a layer of Plexiglas to the inside of each old window on the front of the Establishment. Where old windows have been replaced with insulated glass, Applicant shall take reasonable steps to ensure that the windows are kept closed at all times.

3. Music and Sound Control.

To minimize disturbances to The Lofts and other nearby residents, the Applicant agrees to the following with respect to the Establishment:

3.1 Applicant acknowledges familiarity with and shall comply with all noise-control provisions of the District of Columbia law and regulations, including, but not limited to, the D.C. Noise Control Act of 1977, as amended (P.L. 2-53) and D.C. Code §25-725.

There shall be no outside speakers, front or rear, or on the roof, or any mechanical device for the reproduction of sound used outside. No inside loudspeaker will be placed in such a way as to project sound outside, either in the front or the rear of the Establishment.

3.2 Amplified music shall cease at the closing time stated in the Alcoholic Beverage Control ("ABC") license application of the Applicant.

3.3 In order to comply with Sections 3.1 and 4.1, the Applicant shall monitor the sound levels, including, but not limited to, noise and music, in the Establishment.

3.4 In the event the Applicant materially changes the sound equipment or placement of speakers in the Establishment, the levels of acceptable sound shall be re-determined and re-documented by the Parties to this Agreement. The Applicant shall be mindful that people absorb sound and that volume levels will need to be lowered when the Establishment is not at peak capacity as there will be fewer individuals to absorb the sound.

3.5 Applicant shall require employees and encourage patrons to be considerate of neighboring residents at all times. Applicant shall post a sign near the exit encouraging employees and patrons leaving the Establishment to keep conversations and noise to a minimum from 11:00 pm to 7:00 am weekdays and weekends.

3.6 Applicant shall designate a sound monitor(s) who shall be responsible for effectively and immediately responding to complaints about sound from The Lofts. The name of the designated sound monitor(s) for the Establishment and a telephone number where he or she can be reached during the hours of operation of the Establishment shall be made available to The Lofts. The name of the designated sound monitor(s) shall be updated, as appropriate, such as when that person is no longer employed by Applicant. Further, Applicant shall respond to any request for updated sound monitor(s) information within five (5) calendar days of a request from The Lofts. The name of the designated sound monitor(s) shall be provided to a contact person(s) designated by The Lofts. The names of the designated sound monitors are as follows: 1st option: Roma Berakat: cell 703-569-5926, or Business phone 332-8899; 2nd option: Mehari Woldermarian: cell 202-492-4888, or Business phone 332-

8899, or mehari@clubheavenandhell.com; 3rd option Adiam Woldermariam: cell 202-460-8148, and 4th option Aman Woldermariam: cell 202-640-0977.

4. Structural Changes.

4.1 Applicant shall continue to maintain the original skylights (those closer to 18th Street) with sound dampening glass, or Plexiglas, firmly installed, or other materials as appropriate in accordance with Sections 3.1 and 3.3 above. Before, during, and after completion of the improvements described in Section 4.2, music, noise and vibrations from the Establishment shall not be audible to the residents within The Lofts Condominium, and the Applicant shall take all necessary actions to ensure such does not occur. Should any music, noise or vibrations be heard by a resident of The Lofts, it shall be reported to ABRA for enforcement action of this Agreement. Upon the third ABRA noise violation, the Applicant shall remove all skylights and fill-in the area with proper framing and roofing materials as per D.C. Code. Such removal and fill-in shall be completed by the Applicant within sixty (60) days.

4.2 Rear Deck Enclosure

(a) Applicant shall enclose the rear deck ("enclosure") such that it complies with the requirements of Sections 3.1 and 3.3 above, and provides a sound buffer between the Establishment and the alleyway behind the Establishment. Such newly constructed enclosure shall not extend any higher than one story (approximately 10 feet) from the floor of the existing unenclosed second floor rear roof deck. The enclosure shall not consist of any glass, except for two non-transparent skylights as generally depicted on the drawings attached hereto as Exhibit A. The skylights shall not exceed the dimensions of 6 feet by 16 feet and shall be constructed of sound dampening glass or Plexiglas. The skylights shall only open in a slide manner on the 18th Street side of the Establishment and by no more than 50%. A sound proof barrier/curtain shall be placed and maintained by the Applicant at all times under each skylight to reduce the transmission of sounds. Applicant shall insulate with soundproof materials all walls of the enclosure.

(b) Applicant agrees to employ, at Applicant's sole cost, a licensed architect to design the enclosure which shall be effective in preventing sound from emanating from the rear of the Establishment. Applicant shall provide architect stamped drawings of the enclosure to The Lofts for review and comment, which comment shall be limited to the design aspects related to sound control. Such submission has been provided by the Applicant to Julianne Dymowski, Esquire, Whiteford, Taylor & Preston, LLP, 1025 Connecticut Ave., N.W., Suite 400, Washington, D.C. 20036 for review by The Lofts. Exhibit B.

(c) Applicant agrees to apply for permits and other appropriate approvals to complete the enclosure depicted in Exhibit B within six (6) months of final execution of this Agreement, to diligently pursue finalization of the permits and approvals, and to complete the enclosure within six (6) months of the date such permits and approvals shall have been obtained.

(d) Applicant agrees that no music or amplified sounds shall be allowed in the enclosure and that all interior doors leading to the enclosure shall remain closed during operating hours, except for normal ingress and egress to the enclosure.

(e) Applicant agrees that the enclosure shall be used primarily for table service of food and drinks and the Applicant shall maintain eleven (11) tables with four (4) chairs each as is depicted in Exhibit B. ANC 1C, The Lofts and KCA agree not to object to an application to the ABC Board to allow Applicant to serve food and alcoholic beverages in the enclosure as described in this Agreement, provided the occupancy of said enclosure does not exceed 44 persons and the other terms of this Agreement are fully complied with by Applicant.

5. Continuing Cooperation.

The Applicant, ANC 1C, The Lofts and KCA agree to work together in the future to address the issues described in this Agreement. If necessary, the Parties shall meet monthly to discuss their concerns and what efforts might be taken to alleviate those concerns.

6. Applicability.

The Applicant, ANC 1C, The Lofts, and KCA agree that this Agreement shall be submitted to the Alcoholic Beverage Control Board ("ABC Board") for approval and that the Applicant accepts responsibility to operate the Establishment within the terms of this Agreement. If ANC 1C, The Lofts and/or KCA have good cause to believe, due to complaint(s) registered with the ABC Board, that there has been a violation of this Agreement, the aforementioned Parties may petition the ABC Board for a show cause hearing under Title 25, Section 447(a) and Title 25, Section 446(e).

7. Notices.

In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Any notices required to be made under this Agreement shall be in writing and either mailed (by certified mail, return receipt requested, postage prepaid), faxed, hand delivered, or emailed, to the other Parties, or representatives of Parties, to this Agreement. Notice is deemed to be received upon mailing, faxing, delivery, or emailing. Notice is to be given as follows:

If to the Applicant:

Mehari Woldermariam
2327 18th Street, N.W.
Washington, D.C. 20009
mehari@clubheavenandhelldc.com

With a copy to:

David Grimaldi, Esquire
Martell, Donnelly, Grimaldi & Gallagher, P.A.
1900 L Street, N.W.
Suite 401
Washington, D.C. 20036

If to The Lofts:

Designated Residential Contact:

Tracy Williams, VP Loft of Adams Morgan/Board Member -
202-277-1228

Designated Management Contact:

Kenny Cunningham kcunningham@firstprioritymgmt.com First
Priority Management. 202-595-1600

Attorney of Record for The Lofts

Benny Kass and Mark Mitek, Kass, Mitek & Kass. 202-659-6500

If to ANC 1C:

As of March, 2011:

Olivier Kamanda, Chairman, ABC & Public Safety Committee

ANC 1C

PO Box 21009

Washington, DC 20009

Olivier Kamanda kamanda@gmail.com (240) 893-3189

Wilson Reynolds, Chairman, ANC 1C wreynoldsanc@aol.com (202) 986-2213

If to KCA:

As of March, 2011:

Denis James, President

Kalorama Citizens Association

PO Box 21311

Washington, DC 20009

Denis James denisjames@verizon.net (202) 232-8829

8. Final Agreement and Modification

A.) This Agreement amends and supersedes the Original Agreement and any other prior agreements between the Parties, and shall constitute the only agreement between the Parties, except to the extent it is modified by the Parties as set forth in Section 8 B.) below. For purposes of D.C. Code Section 25-446(d)(2)(B), the date of the ABC Board's approval of this Agreement shall be considered its initial approval of this Agreement and shall commence the applicable four year period.

B.) 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. In the case of ANC 1C, any amendment must be approved by a majority vote of those commissioners present and constituting a quorum at a regular or special meeting of the ANC 1C.

9. Availability of This Agreement.

Applicant agrees to keep copies of this Agreement available at all times at the Establishment and shall familiarize all management employees, including all ABC licensed managers, with its conditions.

10. Effect of Memorandum.

Applicant understands that this Agreement is a condition of Applicant's ABC license. Applicant acknowledges and agrees to abide by all applicable DC Regulations. This Agreement is a binding agreement on the part of all of the Parties, and the Parties that they represent, and shall be binding upon any subsequent owner(s) of the Establishment.

11. Effectiveness. This Agreement shall be effective upon signing.

12. Withdrawal of Protest and Future Operation of Establishment.

The Protestants agree to the withdrawal of their protests provided that this Agreement is incorporated into the Board's Order granting the relief sought in the ABRA Case, which Order is thereby conditioned upon compliance with this Agreement by the Applicant and any future owner of the Establishment.

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

Green Island Café/Heaven and Hell, Inc.
t/a Green Island Café/Heaven and Hell

By: _____
Mehari Woldemariam Date

ANC 1C

By: Olivier Kamanda 10-05-2011
Olivier Kamanda Date
ABC & Public Safety Chairman

The Lofts at Adams Morgan
Condominium Association

By: Thomas Hawk 10/3/11
President Date

Kalorama Citizens Association

By: Denis James 10-5-2011
Denis James, President Date

Heather Auyang Date

Carol Erting 10/3/11
Carol Erting Date

Joseph Kinner 10/3/11
Joseph Kinner Date

Tracey Williams 10/3/11
Tracey Williams Date

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

Green Island Cafe/Heaven and Hell, Inc.
1/a Green Island Cafe/Heaven and Hell

By: [Signature]
Mehari Woldemariam Date

ANCIC

By: [Signature] 10.5.2011
Olivier Kamanda Date
ABC & Public Safety Chairman

The Lofts at Adams Morgan
Condominium Association

By: _____
President Date

Kalorama Citizens Association

By: _____
Denis James, President Date

[Signature] 10/3/11
Heather Auyang Date

Carol Erting Date

Joseph Kinner Date

Tracey Williams Date

Todd Canterbury 10/3/11
Todd Canterbury Date

L. Rosenman 10/3/11
L. Rosenman Date

Kathy Stout - LaBauve 10/3/11
Kathy Stout - LaBauve Date

Matthew Roberts Date

Hanadi Shamkhani 10/3/11
Hanadi Shamkhani Date

Todd Canterbury Date

L. Rosenman Date

Kathy Stout - LaBauve Date

Matthew Roberts *10/4/11*

Matthew Roberts Date

Hanadi Shamkhani Date

EXHIBIT A

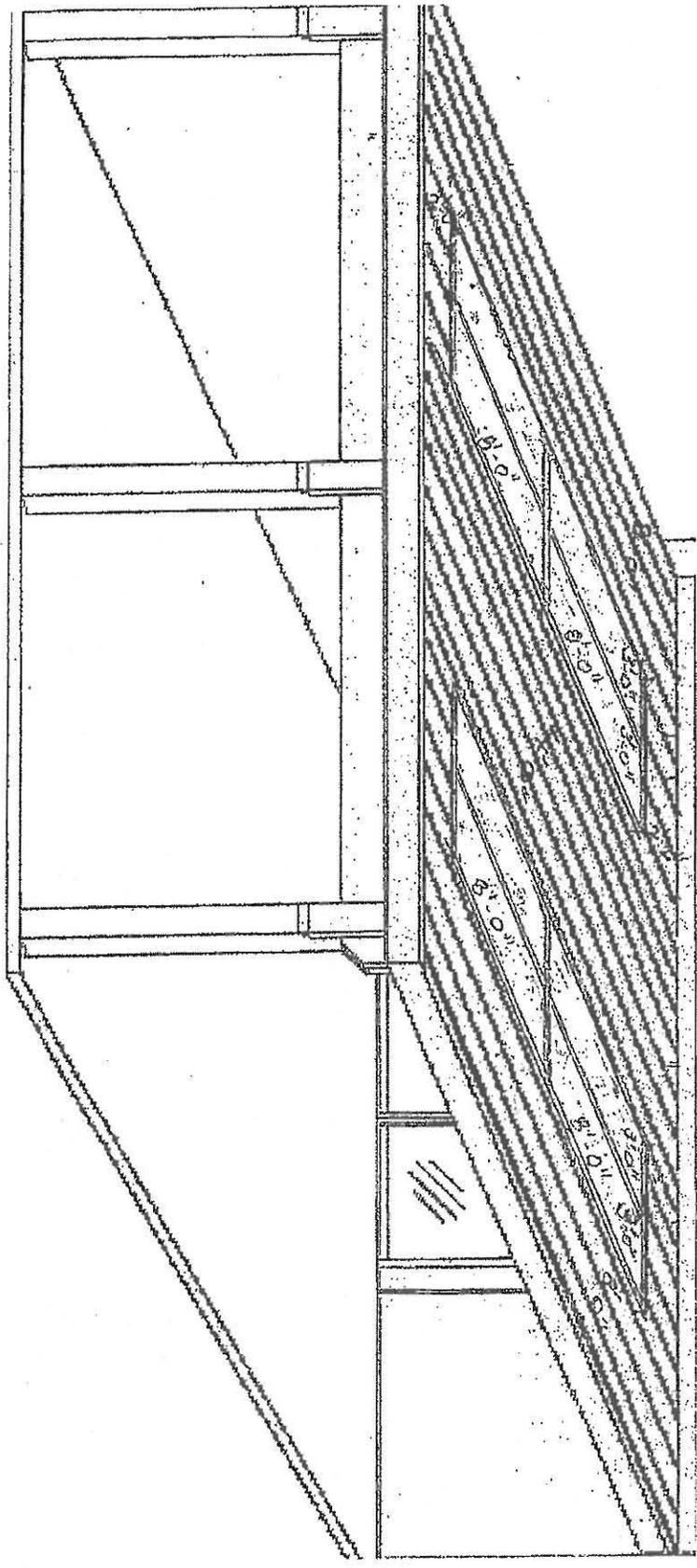


EXHIBIT B

