

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

| | |
|-----------------------------------|-------------------------|
| _____) | |
| In the Matter of:) | |
|) | |
| R S Liquors, Inc.) | |
| t/a Cap Liquors) | |
|) | |
| Holder of a) | License No. ABRA-024522 |
| Retailer's Class A License) | Order No. 2014-357 |
|) | |
| at premises) | |
| 1301 South Capitol Street, S.W.) | |
| Washington, D.C. 20024) | |
| _____) | |

R S Liquors, Inc., t/a Cap Liquors (Licensee)

Roger Moffatt, Chairperson, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that R S Liquors, Inc., t/a Cap Liquors, (Licensee), and ANC 6D entered into a Settlement Agreement dated January 11, 2010, and an Amendment to Settlement Agreement dated March 24, 2010, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated September 8, 2014, in accordance with D.C. Official Code § 25-446 (2001).

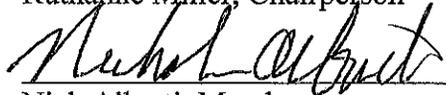
The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Roger Moffatt, Commissioner Rhonda Hamilton, and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Second Amendment.

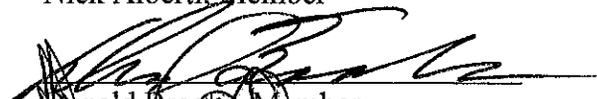
Accordingly, it is this 24th day of September, 2014, **ORDERED** that:

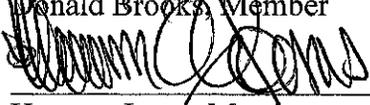
1. The above-referenced Second Amendment to Settlement Agreement, dated September 8, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement dated January 11, 2010, and Amendment to Settlement Agreement dated March 24, 2010, not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

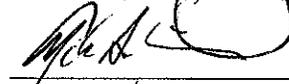
District of Columbia
Alcoholic Beverage Control Board

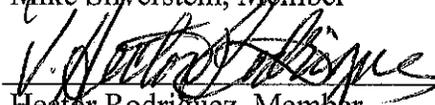

Ruthanne Miller, Chairperson

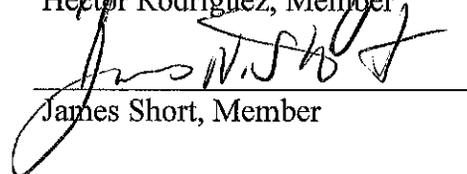

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).



AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT is made on this 8th day of September, 2014, by and between RS Liquors, Inc., t/a Cap Liquors License # 24522 (licensee) and Advisory Neighborhood Commission 6D (ANC6D), collectively, the Parties.

RECITALS

WHEREAS, Applicant and ANC6D entered into Voluntary Agreement dated January 11, 2010, which was subsequently amended by Board Order 2010-047 dated March 24, 2010, concerning the Licensee's Retailer's Class A alcoholic beverage license for an establishment located at 1301 South Capitol Street, SW, Washington, D.C., and

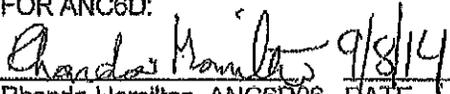
WHEREAS, the Parties have agreed to enter into this Amendment to Voluntary Agreement to permit the Licensee to extend its Hours of Operation and Sales of Alcoholic Beverages as set forth more clearly below; and

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Voluntary Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Voluntary Agreement and Board Order; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Voluntary Agreement as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Hours of Operation and Sales.**
The Applicant's Hours of Operation shall be as follows:
Sunday: 10 a.m. to 9 p.m.
Monday to Saturday: 10 a.m. to 12 midnight

The Applicant's hours for selling and serving shall be as follows:
Sunday: 10 a.m. to 9 p.m.
Monday to Saturday: 10 a.m. to 12 midnight
3. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.
4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Voluntary Agreement and Board Order are expressly reaffirmed and remain in full force and effect.

| | |
|--|---|
| FOR ANC6D: | LICENSEE: |
|  9/8/14 Rhonda Hamilton, ANC6D06 Commissioner |  9/3/14 Shing Lam, Owner |
|  9/8/14 Roger Moffatt, Chair, ANC6D | |
|  9/8/14 Coralie Farlee, Chair, ABC Committee | |

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

| | | |
|---------------------------------|---|--------------------|
| In the Matter of: |) | |
| |) | |
| RS Liquors, Inc. |) | |
| t/a Cap Liquors |) | License No. 24522 |
| |) | Order No. 2010-047 |
| Application for Single Sales |) | |
| Exception to a Retailer's |) | |
| Class A License |) | |
| at premises |) | |
| 1301 South Capitol Street, S.W. |) | |
| Washington, D.C. 20024 |) | |

RS Liquors, Inc., t/a Cap Liquors

Andy Litsky, Chair, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

**AMENDED ORDER ON APPLICATION FOR EXCEPTION
TO SINGLE SALE MORATORIUM AND ON VOLUNTARY AGREEMENT**

On February 24, 2010, by Order No. 2010-036, the Alcoholic Beverage Control Board (Board) granted the Application filed by RS Liquors, Inc., t/a Cap Liquors (Applicant), for Exception to Single Sales Restriction. As a part of its Order, the Board stated that the Applicant had no previous primary or secondary violations within the past 12 months of the date of application.

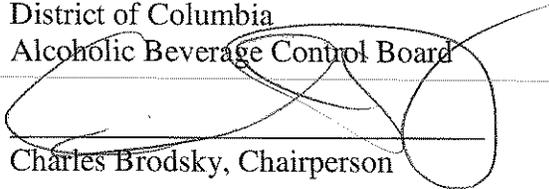
The Board now seeks to amend Order No. 2010-036 to make clear that the Board was aware that applicant had previously violated its Voluntary Agreement in September 2009, when it granted the exception to the single sales restriction. All other terms and conditions adopted by Order No. 2010-036 shall remain in full force and effect.

RS Liquors, Inc.
t/a Cap Liquors
License No. 24522
Page Two

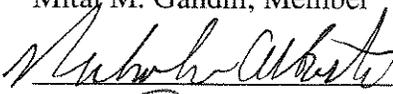
Accordingly, it is this 24th day of March 2010, **ORDERED** that:

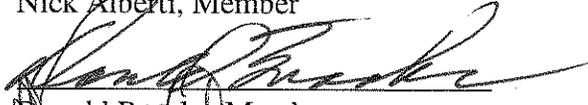
1. Board Order No. 2010-036 is **AMENDED** to make clear that the Board is cognizant that **RS Liquors, Inc., t/a Cap Liquors** previously violated its Voluntary Agreement in September 2009 and **APPROVES** its Application for Single Sales Exception.
2. All other terms and conditions of Order No. 2010-036 shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

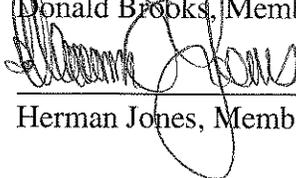
District of Columbia
Alcoholic Beverage Control Board


Charles Brodsky, Chairperson

Mital M. Gandhi, Member


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

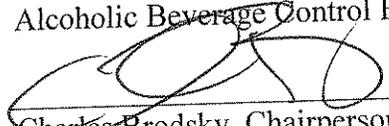
RS Liquors, Inc.
t/a Cap Liquors
License No. 24522
Page Two

Board. The Applicant, Chairperson Andy Litsky, Commissioner Rhonda Hamilton, and Coralie Farlee are signatories to the Agreement.

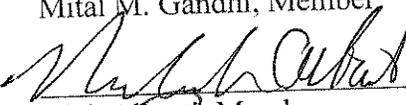
Accordingly, it is this 24th day of February 2010, **ORDERED** that:

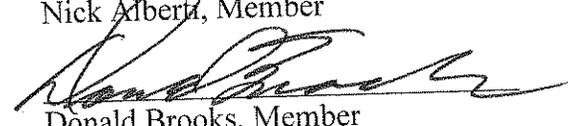
1. The Application filed by RS Liquors, Inc., t/a Cap Liquors for an Exception to the Single Sales Restriction at the location of 1301 South Capitol Street, S.W., Washington, D.C., is **GRANTED**;
2. The Board's approval of this Application is perpetual and not limited to one year;
3. The above-referenced 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 and to ANC 6D.

District of Columbia
Alcoholic Beverage Control Board


Charles Brodsky, Chairperson

Mital M. Gandhi, Member


Nick Alberti, Member


Donald Brooks, Member

Herman Jones, 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

ABRA

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

★ ★ ★ **Advisory Neighborhood
Commission 6D**

PO Box 71156 • Washington, DC 20024-0998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

REC'D BY CMA P 2:09

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 11th day of January 2010 by and between RS Liquors, Inc., trading as Cap Liquors (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This Voluntary Agreement updates and replaces the Voluntary Agreement between Cap Liquors and ANC6D dated 9 December 2008.

WITNESSETH

WHEREAS, Applicant requests continued exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for License Retail Class A, a business establishment (“Establishment”) located at 1301 South Capital Street, SW, Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s request for exemption conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale and half pints of spirits or less.

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 the Business.** The Applicant will manage and operate an establishment which

includes the sales of beer, malt liquor or ale, and including half pints or less of spirits, as well as other types of spirits and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less, and to sell half pints or less of spirits. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday: closed
Monday through Thursday: 10:00 a.m. to 9:00 p.m.
Friday and Saturday: 10:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: closed
Monday through Thursday: 10:00 a.m. to 9:00 p.m.
Friday and Saturday: 10:00 a.m. to 10:00 p.m.

The applicant shall prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.

The applicant shall not sell or provide single cups of ice or single cups.

The applicant shall place all purchases of single beers and half pints of spirits or less in clear plastic bags that are printed with a phrase that encourages recycling such as "Please recycle this bag."

[Source:<http://green.dc.gov:80/green/cwp/view,a,1248,q,463137,PM,1.asp>]

The applicant shall request from all patrons wishing to purchase beer, wine, or spirits an identification document issued by an agency of local, state, or federal government. Such document must contain the name, date of birth, signature, and photograph of the bearer. Applicant shall post signs advising patrons that two (2) forms of identification may be required for the purchase of alcoholic beverages. The applicant is not required to request identification document(s) from frequent patrons or those appearing to be seniors.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems. Applicant shall encourage clientele to park in the establishment's private parking lot while conducting business with the establishment.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the

community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.

7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall place a dumpster in the vicinity of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall keep the establishment clean and well lit and shall keep the adjacent property free of litter related to the establishment. The area of this property includes the West side of South Capitol Street, SW from N to O Streets, and on the South Side of N Street, SW, to Half Street, S. W. The applicant shall also take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant shall make reasonable efforts to prohibit public urination and defecation by its clientele within the area around the Establishment described above. Applicant shall post signs both inside and outside of the Establishment indicating to customers that it is illegal to open a container of alcohol inside the Establishment and to carry or drink from open containers of beer or liquor in open public space.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide evidence of its pest control service upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall monitor for and prohibit sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall not knowingly sell alcoholic beverages to an intoxicated person. Applicant shall discourage loitering in the vicinity of the Premises and shall post signs to that effect. Applicant shall maintain medium to high levels of lighting in the area surrounding the Establishment to make the Establishment visible after dark. Applicant shall maintain inside and outside cameras which record and store activity for a 30-day period. Applicant shall be diligent in maintaining appropriate security by assigning a worker to perform the security responsibilities for the day or on an on-going basis and/or by the Applicant assuming the role of securing the Establishment to discourage current or potential loiterers both inside and outside at all times when the Establishment is open to the public. Applicant shall work with Commander of First District, MPD or a designee to ensure that persons recognized as loiterers are barred from the surrounding premises. Applicant shall become familiar with

and utilize, as necessary, the Metropolitan Police Department's "barring notice" process used for shoplifters, disorderly people and/or intoxicated persons who need to be barred from the premises for the next twelve months. Applicant shall maintain a log to record incidents for which MPD calls for service have been initiated by applicant, shall enter in the log the name of the person in the Establishment who made the calls, and shall annotate the log to indicate action taken. This log shall be provided to the ANC or a representative if requested.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall, at least quarterly, be represented at ABC Committee meetings as well as ANC6D public meetings. The ANC6D public meetings currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday).

Applicant shall advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.

Applicant shall establish and maintain partnerships with the Parent-Teachers Association (PTA) of Amidon-Bowen and Jefferson Middle Schools by working with the PTA presidents or established representatives. Such partnerships shall include meetings to determine needs and types of support that the Applicant can provide to the Association to assist the parents and children that attend the schools and reside in the community. Applicant shall develop and participate in a neighborhood campaign, in collaboration with resident councils, youth coalitions and other neighborhood groups, to raise awareness to youth in the community of the dangers of alcohol and drug abuse. This awareness campaign shall include posting flyers and distributing other literature twice a year to youth as well as initiating meetings with neighborhood groups and youth.

Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.

12. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity



**Advisory Neighborhood
Commission 6D**

PO Box 71156 • Southwest Station • Washington, DC 20024
Office: 202 554-1795 • FAX: 202 543-0183
office@anc6d.org

November 17, 2009

Mr. Fred Moosally, Director
ABRA
941 North Capitol Street, NE
7th Floor
Washington, D. C. 20001

Dear Director Moosally:

This letter is provided as a clarification of Voluntary Agreement dated December 9, 2008, between ANC6D and RS Liquors, Inc., trading as Cap Liquors, at 1301 South Capitol Street, SW.

This regards specifically the section in paragraph 9, "Security Cooperation in Stemming Illegal Drugs and Public Drinking." We refer to the sentence that indicates "This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along."

We wish to clarify that the intent of that section was "to ensure that the applicant is to provide appropriate security at all times when the Establishment is open to the public, and shall be responsible for ensuring that any individuals who are simply loitering are asked to move along."

This clarification is provided because we did not intend to require the licensee of this small business to hire expensive security personnel or a licensed security guard. The objective was to make certain that the establishment is diligent in maintaining appropriate security for his business and the front of it to discourage any current or potential loiterers. The security can be the owner who takes the responsibility to insure that the establishment does not have any loiterers or security concerns or a worker assigned to perform the security responsibilities for the day or on an on-going bases. We believe he is complying with that intent and has made improvements in the security. The VA renewal for Mr. Lamb will be more clearly worded so that in the future it is understood what is meant or expected in terms of security.

Please contact either of us if you have questions: Commissioner Rhonda Hamilton, ANC6D06, phone: 375-0626, misrhonda@yahoo.com; or Coralie Farlee, Ph.D., Chair, ABC Committee, ANC6D, 554-4407, cfarlee@mindspring.com.

Sincerely,

Coralie Farlee, Chair
ABC Committee, ANC6D

Rhonda Hamilton,
Commissioner ANC6D06

Cc: Mr. Lam, Cap Liquors
Mr. Simon Osno
Chair ANC 6D

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

| | | |
|---------------------------------|---|--------------------|
| In the Matter of: |) | |
| |) | |
| RS Liquors, Inc. |) | |
| t/a Cap Liquors |) | License No. 24522 |
| |) | Order No. 2009-040 |
| Holder of a Retailer's |) | |
| Class A License |) | |
| at premises |) | |
| 1301 South Capitol Street, S.W. |) | |
| Washington, D.C. 20024 |) | |

Jacky Shing Lam, on behalf of the Respondent

Roger Moffatt, Chair, on behalf of Advisory Neighborhood Commission, ANC 6D

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

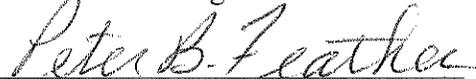
The official records of the Alcoholic Control Board (Board) reflect that RS Liquors, Inc., t/a Cap Liquors, holder of a Retailer's Class A license located at 1301 South Capitol Street, S.W., applied for an exception to the statutory single sale moratorium that currently exists in Ward 6. The Licensee and Roger Moffatt, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 9, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment.

The Agreement authorizes the Licensee to sell, give, offer, expose for sale or deliver beer, malt liquor or ale, with a capacity of 70 ounces or less, and to sell spirits, including half pints or less of spirits. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Moffatt are signatories to the Agreement.

**RS Liquors, Inc.,
t/a Cap Liquors
License No. 24522
Page Two**

Accordingly, the Board does hereby, this 18th day of February, 2009, **APPROVE** the Voluntary Agreement between RS Liquors, Inc., t/a Cap Liquors located at premises 1301 South Capitol Street, S.W., Washington, D.C, and ANC 6D. The Board's approval of this Voluntary Agreement is limited to one year from the date of this Order. Copies of this Order shall be sent to the Applicant and to ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



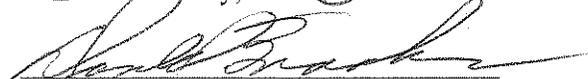
Mital M. Gandhi, Member



Nick Alberti, Member



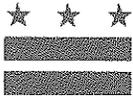
Charles Brodsky, Member



Donald Brooks, Member

Herman Jones, 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.



VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 9th day of December 2008 by and between RS Liquors, Inc., trading as Cap Liquors (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for an exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for License Retail Class A, a business establishment (“Establishment”) located at 1301 South Capital Street, SW, Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s request for exemption conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale and half pints of spirits or less.

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 the Business.*** The Applicant will manage and operate an establishment which includes the sales of beer, malt liquor or ale, and including half pints or less of spirits, as well as other types of spirits and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less, and to sell spirits, including half pints or less of spirits. Any change from this model shall be

considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board. The licensee shall not sell beer, malt liquor or ale with a capacity of 70 ounces or less and half pints of spirits or less after one year from the effective date of the DC law unless this Voluntary Agreement providing the authorization to sell is renewed by the ANC. Applicant/licensee must reapply for continued exceptions.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday: closed
Monday through Thursday 10:00 a.m. to 9:00 p.m.
Friday and Saturday 10:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: closed
Monday through Thursday 10:00 a.m. to 9:00 p.m.
Friday and Saturday 10:00 a.m. to 10:00 p.m.

The applicant will prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.

The applicant will prohibit the sale of single cups of ice.

The applicant will place all purchases of alcoholic beverages in clear plastic bags.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.
7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the vicinity of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will keep the establishment

clean and well lit and will keep the adjacent property and within 200 feet thereof, free of litter related to the establishment; and will take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant will make reasonable efforts to prohibit public urination and defecation by its clientele within 200 feet of the establishment. Applicant shall convey to customers that it is illegal to carry or drink from open containers of beer or liquor in open public space.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant will monitor for and prohibit sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC6D public meetings, which currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday). Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement. Applicant will keep a written log of all requests for service from the MPD, and, if requested, will provide this list to the ANC or a representative. Applicant will advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.
12. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity

shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Name of Establishment Cap Liquors
Address 1301 South Capitol Street, S. W.
Washington, DC, 20024
Attn: Shing Lam
(202) 488-7324

If to Protestants: Advisory Neighborhood Commission 6D
Address P. O. Box 71156
Washington, DC 20024
Attn: Chair
(202) 554-1795
Fax (202) 554-1774

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

When this agreement has been signed by all parties and filed and accepted by the Alcohol and Beverage Regulatory Administration, it will be attached as a condition to the applicant's license for service of alcoholic beverages on the premises.

PROTESTANT:

Chair, ABC Committee, ANC6D



Coralie Farlee

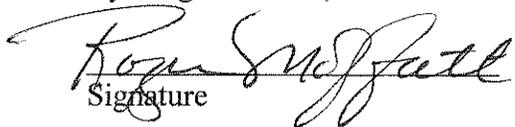
Commissioner for ANC6D06



Rhonda Hamilton

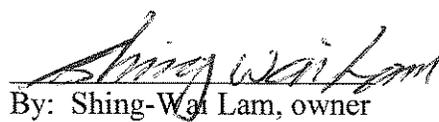
ANC6D

By: Roger Moffatt, Chair


Signature

APPLICANT:

RS Liquors, Inc., trading as Cap Liquors


By: Shing-Wai Lam, owner