

**Paolo's-GT, LCC,
t/a Paolo's
License No. 72357
Case No. 9458-08/051P
Page Two**

The official records of the Board reflect that the Parties have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated June 3, 2008, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 17th day of July 2008, **ORDERED** that:

1. The protests of ANC 2E and CAG are **WITHDRAWN**;
2. The Application filed by Paolo's-GT, LCC, t/a Paolo's for a Substantial Change and an Entertainment Endorsement to its Retailer's Class CR license at 1303 Wisconsin Ave., N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

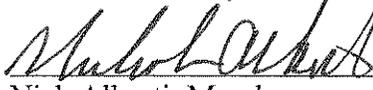
Paolo's-GT, LCC,
t/a Paolo's
License No. 72357
Case No. 9458-08/051P
Page Three

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Mdy, Member

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

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

This agreement ("agreement") is made this 3rd day of June, 2008 by and between Paolo's-GT, LLC t/a Paolo's, 1303 Wisconsin Avenue NW. 16 P 3:52

WHEREAS, Applicant has filed with the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") an application for a substantial change to its Class CR license, to utilize up to a three piece Jazz combo for Sunday Brunch from noon until 6 p.m. and to utilize the service of a disc jockey.

WHEREAS, in order to secure the ANC's approval of the request pending before the ABC Board, Applicant has agreed to enter into this Voluntary Agreement specifying the parties' agreement and understanding regarding the Applicant's operations.

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Hours of Operation. The hours of operation will be from 11:30 a.m. to 1:30 a.m. Sunday through Thursday and 11:30 a.m. to 2:30 a.m. Friday and Saturday. The hours on the sidewalk shall be 11:30 a.m. to 1:30 a.m. Sunday through Thursday and 11:30 a.m. to 2:30 a.m. Friday and Saturday.
2. Occupancy. The establishment will have occupancy of 225; 199 in the restaurant and 26 on the sidewalk.
3. Entertainment. The licensee shall be authorized to provide entertainment as follows: It may provide a 3 piece live combo for Brunch on Saturday and Sunday during the hours of noon until 6 p.m. It may provide the services of a disc jockey each day that it is open, from 6 p.m. until closing.
4. Noise Control and Promotional Events. The Applicant shall not offer, or create facilities for, or otherwise encourage dancing by patrons. The Applicant will comply with the D.C. Noise Control Act and take necessary actions to ensure that music, and noise from the establishment are neither audible beyond the indoor perimeter of the leased premises nor audible to the outdoor of the premises. The Applicant will not utilize the services of a promoter.

5. Binding Agreement. This Voluntary Agreement is binding upon the Applicant and the parties hereto, including their successors, assignees, or transferees.

By the signing of this Voluntary Agreement, Applicant agrees to aforesaid conditions and the Protestants agree to the issuance of the substantial change of the licensee's CR license.

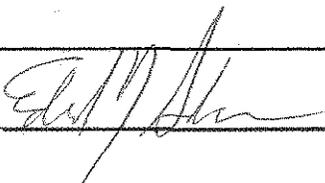
Paolo's- GT, LLC


By: Paul Cohn, Senior Vice President

CITIZENS ASSOCIATION OF GEORGETOWN ("CAG")

Denise R. Cunningham
By: Denise R. Cunningham Chairman

ADVISORY NEIGHBORHOOD COMMISSION 2E


By: Edith A. Allen, Chairman

2000-11-15-001

#9458

VOLUNTARY AGREEMENT

This 13th day of Nov, 2000, Capital Restaurants Concepts, Ltd., t/a Paolo's ("the Applicant"), 1303 Wisconsin Ave., N.W., Washington, D.C., 20007, and Cynthia Anthony, 3108 Dumbarton Street, N.W., and Susan Michal-Smith, 3120 Dumbarton Street, N.W., and Austin B. Graff, 2905 N Street, N.W., their counsel ("the Neighbors"), all referred to as the parties, hereby agree as follows:

WITNESSETH

WHEREAS, pending before the Alcoholic Beverage Control Board, ("ABC Board") the District of Columbia is the Applicant's renewal application for a class CR license for the premises at 1303 Wisconsin Avenue, N.W., Application No. 9458-00080P; and

WHEREAS, the Neighbors filed a timely petition protesting the renewal of the license by letter dated May 23, 2000, which specifically protested certain aspects of the operation of the Applicant's sidewalk/outdoor café; and

WHEREAS, the parties desire to enter into an agreement regarding Applicant's sidewalk/outdoor café;

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

1. Applicant agrees to maintain at least a six (6) foot wide clear sidewalk walking space between the edge of the planters which mark the southern boundary of its café and a line parallel to the curb, running through the parking meters and signs which are shown on the July 23, 1993 outdoor café plan entitled Stoupsy's Diner, 1301 Wisconsin Avenue, N.W., Lot 823 (copy attached); and
2. Applicant agrees to set back the edge of its planters five (5) feet from the Northern edge of the handicapped ramp (shown as "H.C. Ramp" on the above attachment) so that there is at least five (5) feet of walking space between the northern edges of the ramp and the planter that marks the western edge of the café; and
3. Applicant agrees to paint and maintain a line on the sidewalk which delineates this setback line within two (2) weeks hereof; and
4. Applicant agrees to notify Neighbors that they can observe the painting of the above line; and
5. In consideration of, and in reliance on, the commitments reflected above, the neighbors hereby withdraw their protest of Applicant's pending ABC license application.

NOV 15 AM 11:15

6. The parties further agree that the above provisions are conditions of Applicant's license.

IN WITNESS THEREOF, the parties have fixed hereunto their hands and seals in the year and on the day written above.

CAPITAL RESTAURANT CONCEPTS, LTD.

By Paul J. Cohn
Paul J. Cohn

Senior Ex. Officer

NEIGHBORS:

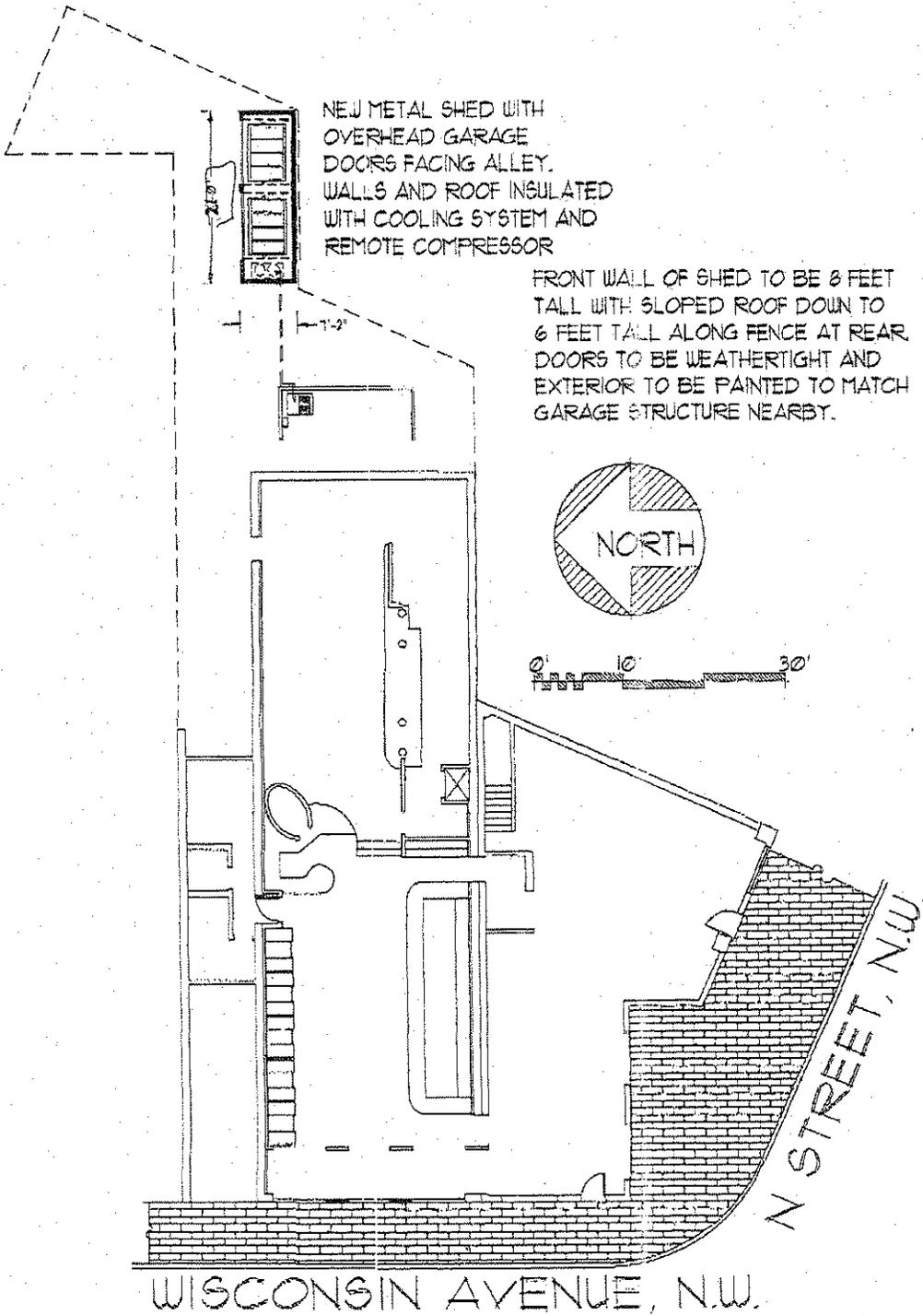
Cynthia Anthony
Cynthia Anthony

Susan Michal-Smith
Susan Michal-Smith

Austin B. Graff
Austin B. Graff

Counsel

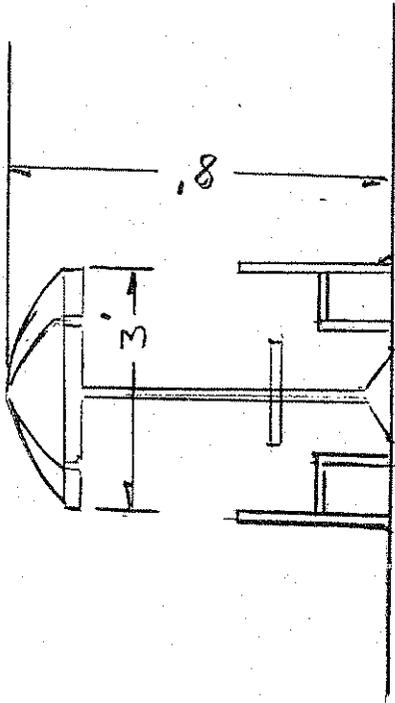
Tel: 202-333-0345³



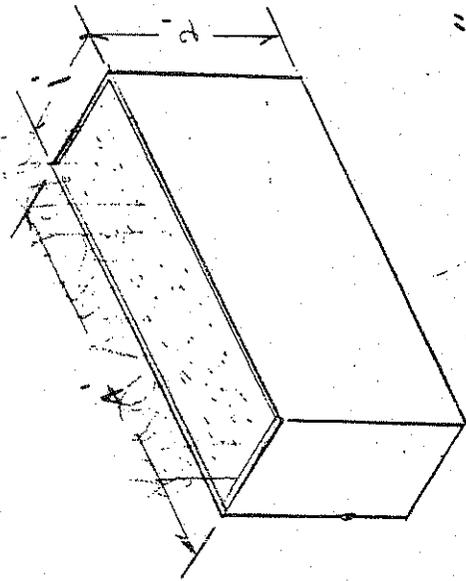
NEW AIR-CONDITIONED TRASH HOLDING SHED FOR PAOLOS RESTAURANT IN GEORGETOWN

CPF
 feet
 Alg
 P. 20

Anthony Downing
OK FILE



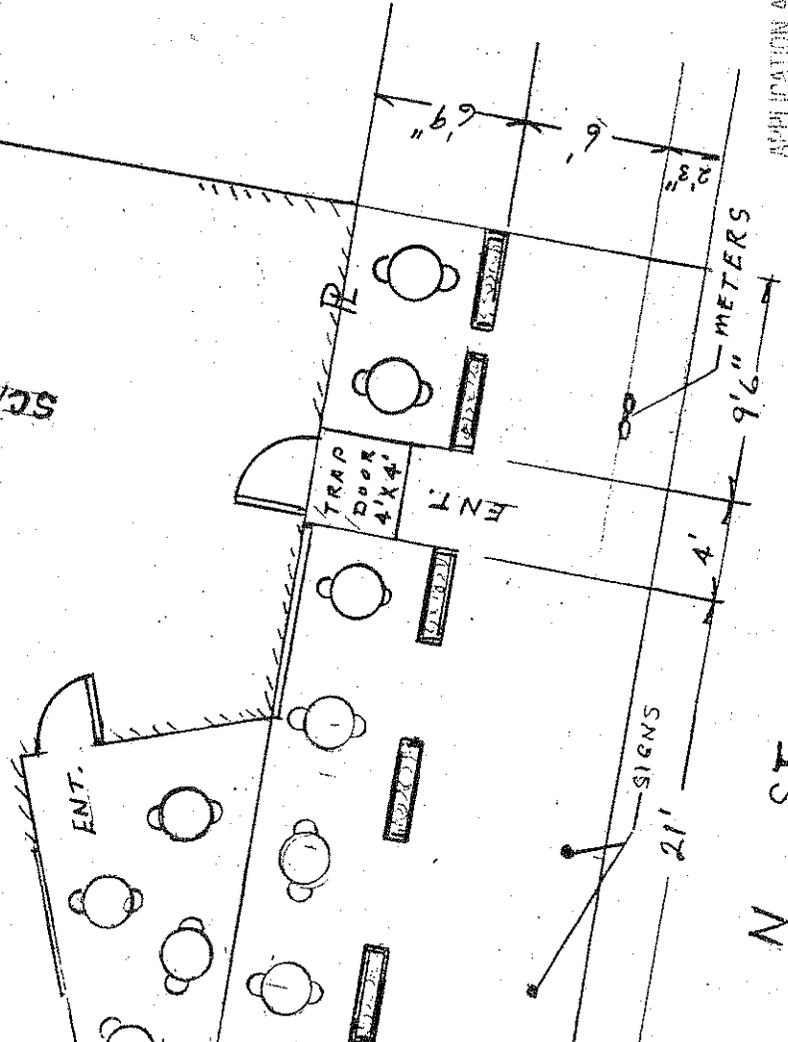
UMBRELLA PLAN
NOT TO SCALE



PLANTER 1/2" = 1'
REMOVABLE

SCALE: 1/8" = 1'

205.88
~~256.51~~ 50.ET.



N ST. N.W.

APPLICATION APPROVED BY
APR 27 1993

JUL 22 1993
DEPARTMENT OF PUBLIC WORKS
UNDERGROUND LOCATIONS

of the installation of the insulation, and agrees to provide them an opportunity to inspect such insulation; and

4. In consideration of, and in reliance on, the commitments reflected in paragraphs 1 through 3 above, the neighbors withdraw, hereby, their protest of Applicant's pending ABC license application.

5. The parties further agree that the above provisions are conditions of Applicant's license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals in the year and on the day just above written.

Capital Restaurant Concepts, Ltd.,
t/a Paolo's

By Paul J. Cohn
Paul J. Cohn

NEIGHBORS:

By Joseph Farrell
Joseph Farrell

By Cloatta Farrell
Cloatta Farrell

By Cynthia Anthony
Cynthia Anthony

By Austin B. Graff
Austin B. Graff
Counsel for Neighbors

990309001

#9458

2905 N St., N.W.
Washington, D.C. 20007
March 8, 1999

Alcoholic Beverage Control Board
8th Floor
614 H St., N.W.
Washington, D.C. 20001

Re: Capital Restaurant Concepts, Ltd.
t/a Paolo's
1303 Wisconsin Ave., N.W.
Washington, D.C.
Restaurant CR/Renewal
Case No. 9458-99036P

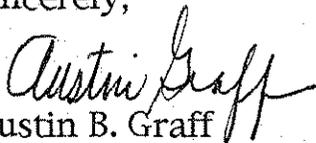
RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION

MAR 9 11 30 AM '99

Dear Board Members:

Transmitted herewith is an Agreement dated March 1, 1999, between the Applicant (Paolo's) and the Neighbors in settlement of the protest filed on January 5, 1999.

Sincerely,



Austin B. Graff
Counsel for Neighbors

Enc.: Agreement dated March 1, 1999

980318001

#9458

1319-28th Street, N. W.
Washington, D. C. 20007

MAR 18 9 29 AM '98

March 19, 1998

RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION

Alcoholic Beverage Control Board
614 H Street, N. W.
Washington, D. C. 20012

Dear Board:

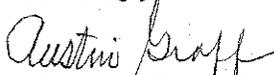
Re: Restaurant Holdings, Inc.
T/a Paolo's
1303 Wisconsin Avenue, N. W.
Renewal- CR license
Case No. 9458- 97101P

On behalf of the parties in the above matter- i.e, the applicant, the neighbors headed by Andrew Aurbach and ANC Commissioner Anthony- I am filing herewith their Agreement settling the protests filed in the above matter.

Two protests were filed- one by the neighbors on August 13, 1997 and the other by Commissioner Anthony on August 17, 1997. This Agreement is in settlement of both protests.

The Agreement is signed by all parties. One individual who signed the protest filed by the neighbors, indicated that he did not want to sign the settlement agreement for personal reasons. He elected to withdraw his participation in the protest filed by the neighbors and he did not sign with the neighbors. A letter from that individual, withdrawing his individual participatio, is attached to this Agreement.

Sincerely,


Austin B. Graff

Enc: Agreement dtd 3-16-98 w/
2 attachments: plan for shed
and withdrawal ltr (5 pp)

AGREEMENT

This 16th day of March 1998, Capital Restaurant Concepts/Restaurant Holdings, Inc., t/a Paulo's ("the Applicant") and Andrew Aurbach, Isabella Harris, Betty R. Nilles, Herbert Manell, Joseph M. Farrell and Cloatta P. Farrell ("the neighbors") and Cynthia Anthony, Commissioner, ANC 2-E (SMD-7) ("Commissioner"), all referred to as the parties, hereby agree as follows:

WITNESSETH

WHEREAS, pending before the Alcohol Beverage Control Board ("ABC Board") of the District of Columbia is the Applicants renewal application for a class CR license for the premises at 1303 Wisconsin Avenue, N.W., with Application number 9458; and

WHEREAS, the neighbors filed a timely petition protesting the renewal of the license by letter dated August 13, 1997; and

WHEREAS, Commissioner also filed a timely petition protesting the renewal of the license by letter dated August 17, 1997; and

WHEREAS, the parties desire to enter into an agreement regarding certain aspects of Applicant's operations;

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

1. The Applicant will construct an enclosed shed to store all "wet" garbage generated by the above premises that is stored outside the restaurant building itself. The construction of the shed will be completed by May 1, 1998
 - a. Shed will have a cooling system and insulation to keep the garbage inside the shed from decomposing.

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Alg

b. Shed will be constructed on a concrete foundation and have metal sides and doors, and no openings which would permit access by rodents, insects and other pests.

c. Shed will be kept closed except when garbage is being stored or removed.

d. Garbage will be picked up a minimum of six (6) days per week by the Applicant's trash contractor, in compliance with the ordinances of the District of Columbia, or 7:30 A.M., whichever is later. The Applicant maintains the responsibility of enforcing the trash collection time with its contractor.

e. Shed will be washed down both inside and out on a daily basis. The interior cleaning will be facilitated by a drain within the shed, to prevent dirty water run-off down the alley.

f. Shed will be located on Applicant's property in the alley behind the premises in the approximate location as shown on the attached plan.

g. Disposal of the dry refuse shall be consistent with current practices.

2. The rear of the premises and shed areas shall be illuminated at night.
3. Applicant has a policy, and agrees, that no employees will be allowed to park in the alley area at any time. Applicant has, and will continue to lease the appropriate number, currently five (5), parking spaces for managers and chefs, at the Georgetown Inn, or other commercial parking facility.
4. Applicant agrees to continue the practice of deliveries being made at the N Street and Wisconsin Avenue access areas, except for emergency situations.

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5. Applicant will continue to maintain the subsidized parking program currently in place for many of its employees.
6. In consideration of, and in reliance on, the commitments reflected in paragraphs 1 through 5 above, the Neighbors and Commissioner withdraw, hereby, their protests of Applicant's pending license application.
7. The parties further agree that the above provisions are conditions of the license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day just above-written.

RESTAURANT HOLDINGS, INC, t/a Paulo's

By: Paul J. Colon

NEIGHBORS:

By: Andrew P. Aurbach

Andrew P. Aurbach

By: Isabella Harris

Isabella Harris

By: Joseph Farrell

Joseph Farrell

By: Betty R. Nilles

Betty R. Nilles

By: Herbert Manell *see withdrawal attached*
me & CPF

Herbert Manell

By: Cloatta P. Farrell

Cloatta P. Farrell

ANC COMMISSIONER:

By: Cynthia Anthony

Cynthia Anthony (SMD-7)

*CPF
me +
alg*