

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

\_\_\_\_\_ )  
**In the Matter of:** )  
 )  
Second Home, LLC )  
t/a Number Nine )  
 )  
Holder of a )  
Retailer's Class CT License ) License No. ABRA-086354  
 ) Order No. 2013-028  
 )  
at premises )  
1435 P Street, N.W. )  
Washington, D.C. 20005 )  
\_\_\_\_\_ )

Second Home, LLC, t/a Number Nine (Licensee)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)  
2F

Timothy A. Christensen, on behalf of Logan Circle Community Association

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Mike Silverstein, Member  
Herman Jones, Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Second Home, LLC, t/a Number Nine, (Licensee), ANC 2F, and Logan Circle Community Association entered into a Voluntary Agreements (Agreements), dated September 10, 2002 and March 15, 2005, that govern the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (also known as Amendment to Voluntary Agreement), dated November 14, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the

**Second Home, LLC**  
**t/a Number Nine**  
**License No. ABRA-086354**  
**Page 2**

Licensee's hours of operation and sales of alcoholic beverages.

All terms and conditions of the original Agreements, not amended by the Amendment to Settlement Agreement, shall remain in full force and effect.

The Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Matt Raymond, on behalf of ANC 2F; and Timothy A. Christensen, on behalf of Logan Circle Community Association, are signatories to the Amendment.

Tim Hillard submitted correspondence, dated November 29, 2012, indicating that Rhode Island Avenue West Neighborhood Association, of which Mr. Hillard was the president, was no longer active. Therefore, Mr. Hillard requested that the association be removed as a signatory to the Amendment to Settlement Agreement.

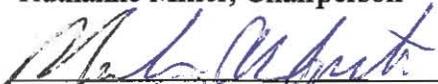
Accordingly, it is this 23rd day of January, 2013, **ORDERED** that:

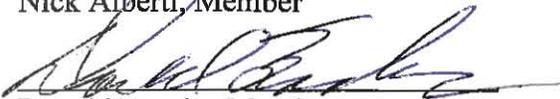
1. The above-referenced Amendment to Settlement Agreement, dated November 14, 2012, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee, ANC 2F, and Timothy A. Christensen, on behalf of Logan Circle Community Association

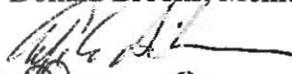
**Second Home, LLC**  
**t/a Number Nine**  
**License No. ABRA-086354**  
**Page 3**

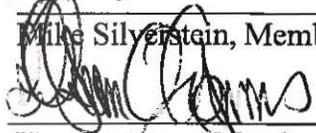
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

  
Nick Alberti, Member

  
Donald Brooks, Member

  
Mike Silverstein, Member

  
Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary Agreement ("Amendment") is made this 14<sup>th</sup> day of November, 2012 by and between Second Home, LLC t/a Number Nine ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F"), the Logan Circle Community Association and the Rhode Island Avenue West Neighborhood Association ("RI West") (jointly "the Community").

WITNESSTH

WHEREAS, Applicant, holder of a Retailer's Class CT License No. ABRA-086354, has applied to the Alcoholic Beverage Control Board ("ABC Board") for approval of earlier operating and sales of alcoholic beverages hours for its licensed premises at 1435 P Street, NW;

WHEREAS, the community is supportive of Applicant's operation of the establishment and is supportive of its request for earlier hours;

WHEREAS, Applicant has agreed to enter into this Amendment agreement with the Community and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of those certain written Voluntary Agreement dated September 10, 2002, and March 15, 2005, as approved by the ABC Board;

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

1. Recitals Incorporated The recitals set forth above are incorporated herein by reference.

2. Incorporation of Voluntary Agreement dated September 10, 2002 and March 15, 2005 The parties agree to incorporate the terms of those certain Voluntary Agreement dated September 10, 2002 and March 15, 2005, copies of which are attached hereto. Applicant agrees to adhere to the terms of and amendments to those said agreements in the operation of its business during the earlier hours agreed to below by this Amendment.

3. Section 9 Hours of Operation of the September 10, 2002 Voluntary Agreement is amended. Section 9 Hours of Operation of that certain Voluntary Agreement dated September 10, 2002 is amended hereby to read:

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

Sunday – Thursday	12:00 pm to 1:45 am
Friday – Saturday	12:00 pm to 2:45 am

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

WITNESS:

APPLICANT:

THE COMMUNITY:

SECOND HOME, LLC

Advisory Neighborhood Commission 2F

By: Michael B. Bennett

By: John G. Gigerinos  
John G. Gigerinos, Managing Member

Logan Circle Community Association

By: Timothy A. Christensen  
TIMOTHY A. CHRISTENSEN, PRESIDENT

Rhode Island West Neighborhood  
Association

By: \_\_\_\_\_

November 29, 2012

Fred Moosally  
Director, ABRA  
2000 14<sup>th</sup> Street NW  
Suite 4005  
Washington, DC 20009

Dear Mr. Moosally:

This letter is to inform you that the Rhode Island Avenue West Neighborhood Association, of which I was President, is no longer active.

I ask that the organization be removed as a signatory to the Voluntary Agreement for what is now the licensee operating as Nhe.

If I can answer any questions, I am available via the contact information below.

Sincerely,



Tim Hillard  
1317 Rhode Island Avenue NW  
#201  
Washington, DC 20005  
202-265-3229  
tehillard@msn.com

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

**In the Matter of:** )

Logan Circle Spectrum, LLC )  
t/a Halo )  
Holder of a Retailer's License )  
Class CT at premises )  
1435 P Street, N.W. )  
Washington, D.C. )

Application no.: 50201  
Order no.: 2005-79

Licensee )

Advisory Neighborhood Commission 2F, the Logan Circle Community Association, the Rhode Island West Neighborhood Association, and Logan Circle Spectrum, LLC,  
Signatories

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT**

On April 15, 2005, Advisory Neighborhood Commission 2F, the Logan Circle Community Association, the Rhode Island West Neighborhood Association, and Logan Circle Spectrum, LLC, Signatories, filed an amendment, dated March 15, 2005, to the Licensee's existing voluntary agreement, dated September 10, 2002, for approval by the Board, in accordance with Title 23 of the District of Columbia Municipal Regulations ("DCMR") § 1609.4 (2004).

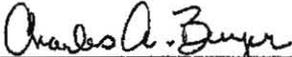
The official records of the Board reflect that the Signatories have reached an amendment to the existing voluntary agreement, dated September 10, 2002, which has been reduced to writing and has been properly executed and filed with the Board. The amendment states that the licensed premises at 1435 P Street, N.W., is expanded to include use of the 1<sup>st</sup> floor, thereby increasing the occupancy of the licensed premises from 110 persons to 220 persons. Having determined that the March 15, 2005 amendment to the existing voluntary agreement complies with all applicable laws and regulations, the Board does hereby, this 18<sup>th</sup> day of May 2005, **APPROVE** the

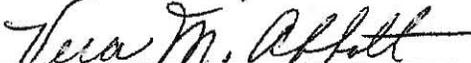
---

Logan Circle Spectrum, LLC  
t/a Halo  
Application no. 50201  
Page two

amendment and **INCORPORATE** the text of the same into this Order. Copies of this Order shall be sent to the Signatories.

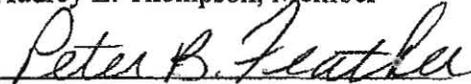
District of Columbia  
Alcoholic Beverage Control Board

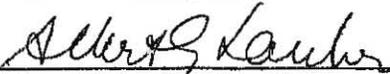
  
Charles A. Burger, Chairperson

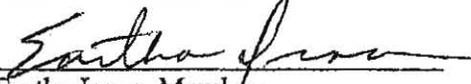
  
Vera M. Abbott, Member

  
Judy A. Moy, Member

Not voting  
Audrey E. Thompson, Member

  
Peter B. Feather, Member

  
Albert G. Lauber, Member

  
Eartha Isaac, 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.

---

1003 APR 15 P 2:08

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 15<sup>th</sup> day of MARCH, 2005, by and between Logan Circle Spectrum, LLC T/A HALO ("Applicant") AND Advisory Neighborhood Commission 2F ("ANC2F"), the Logan Circle Community Association ("LCCA"), and the Rhode Island West Neighborhood Association ("RI West") (jointly "the Community").

WITNESSETH

WHEREAS, Applicant has applied to the Alcoholic Beverage Control Board ("ABC Board") for approval of the expansion of its licensed premises at 1435 P Street, N.W., Washington, D.C., to include use of the 1<sup>st</sup> floor combined with the existing 2<sup>nd</sup> floor use, and to include an increase in occupancy from 110 persons to approximately 220 persons.

WHEREAS, the Community, is supportive of Applicant's operation of the establishment and is supportive of its request for expansion;

WHEREAS, the Applicant has agreed to enter into this Agreement with the Community and to request further that the ABC Board approve the Applicant's expansion request conditioned upon Applicant's compliance with the terms of that certain written Voluntary Agreement, dated September 10, 2002, as approved by the Board;

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. Incorporation of Voluntary Agreement dated September 10, 2002. The

parties agree to incorporate by reference the terms of that certain Voluntary Agreement dated September 10, 2002, a copy of which is attached hereto. Applicant agrees to adhere to the terms of said agreement in the operation of the business in the expanded premises to include the 1<sup>st</sup> and 2<sup>nd</sup> floor.

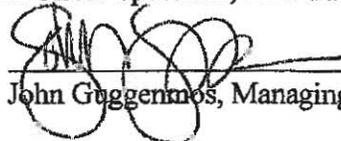
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

WITNESS:

APPLICANT:

Logan Circle Spectrum, LLC t/a HALO

By:

  
John Guggenmos, Managing member

THE COMMUNITY:

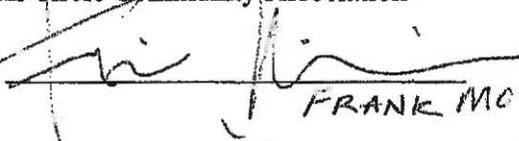
Advisory Neighborhood Commission 2F

By:

Charles D. Reed, Chairman

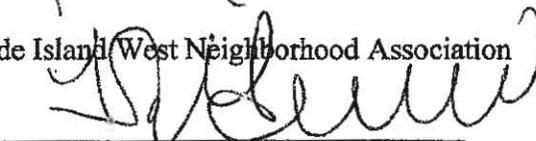
Logan Circle Community Association

By:

  
FRANK MOBILIO

Rhode Island West Neighborhood Association

By:

  
Timothy Hillard, President

LAW OFFICES  
**O'BRIEN & LONG**  
Suite 208  
2600 VIRGINIA AVENUE, N.W.  
WASHINGTON, D.C. 20037

STEPHEN J. O'BRIEN  
STUART J. LONG  
MICHAEL D. FONSECA

(202) 625-7700

FACSIMILE  
(202) 625-7706

OF COUNSEL  
BARBARA LEE SMITH

April 15, 2005

Alcoholic Beverage Control Board  
941 North Capitol Street, N.E.  
7<sup>th</sup> Floor  
Washington, D.C. 20002

Attention: Laura Byrd

Re: Application No. 50201,  
Logan Circle Spectrum, LLC  
t/a Halo  
1435 P Street, N.W.  
holder of a Retailer's Class CT license

OFFICE OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
CONTROL BOARD  
REGISTRATION  
APR 15 P 2:06  
CIVIL

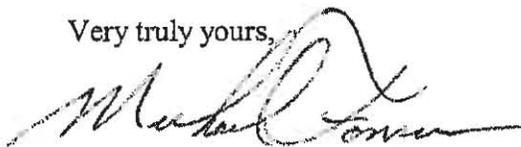
Dear Members of the Board:

Pending before the Board is our client's application for expansion of its premises to include use of the 1<sup>st</sup> floor with an increase in occupancy of approximately 110 persons.

Submitted herewith is the March 15, 2005 Voluntary Agreement (with original signatures) between the licensee, Advisory Neighborhood Commission 2F, the Logan Circle Community Association and the Rhode Island West Neighborhood Association. This agreement incorporates the terms of the September 10, 2002 voluntary agreement between the parties as conditions to the operation of the expanded establishment.

The Board's earliest issuance of an Order incorporating the Voluntary Agreement and approval of the licensee's expansion request into the ABC license is appreciated sincerely.

Very truly yours,



Michael D. Fonseca

Enclosures

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

<b>In the Matter of:</b>	)	
	)	
Logan Circle Spectrum, LLC	)	
t/a VIBE	)	
	)	
Application for a Retailer's Class	)	Case no. 50201-03/004P
CT License (renewal)	)	2002-261
at premises	)	
1435-B P Street, N.W.	)	
Washington, D.C.	)	

Helen Kramer, Chair, on behalf of Advisory Neighborhood Commission 2F, Protestant

Stephen J. O'Brien, Esquire, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION  
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on November 6, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 10, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Logan Circle Spectrum, LLC  
t/a VIBE  
Page two

Accordingly, it is this 13<sup>th</sup> day of November 2002, **ORDERED** that:

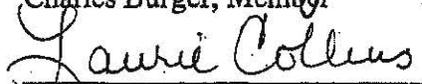
1. The opposition of Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, is **WITHDRAWN**;
2. The application of Logan Circle Spectrum, LLC t/a VIBE for a retailer's class CT license (renewal) at 1435-B P Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

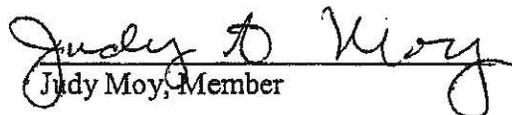
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

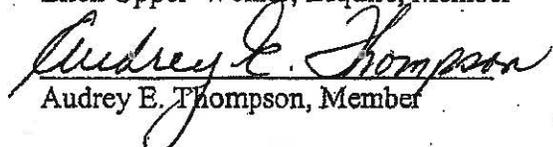
\_\_\_\_\_  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

\_\_\_\_\_  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 10<sup>th</sup> day of September, 2002, by and between Logan Circle Spectrum, LLC T/A Vibe ("Applicant") AND Advisory Neighborhood Commission 2F ("ANC2F"), the Logan Circle Community Association ("LCCA"), and the Rhode Island West Neighborhood Association ("RI West") (jointly "the Community").

### WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CT for the premises at 1435B P Street, N.W., Washington, D.C.;

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the partners have agreed to enter into this Agreement to the Community to request the Alcoholic Beverage Control Board ("ABC Board") to approve the Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement.

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Business. The Applicant will manage and operate an upscale and stylish sit-down cocktail lounge in a comfortable plush environment with a high emphasis on service for an occupancy of no more than 80 patrons, as noted below. The Applicant will provide seating for at least 60 patrons. Any change from this model shall be considered by all

parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.

3. Parking. The Applicant fully recognizes the importance of parking not only for its success, convenience for its patrons but also the level of its importance to the Community. As such, the Applicant shall maintain parking for the establishment at the minimum ratio of one (1) parking space for every three (3) patrons based on the maximum occupancy of the establishment provided in paragraph 10 (27 spaces). The Applicant has an agreement with the Washington Plaza Hotel for such an allocation on a nightly basis. Patrons who present their Washington Plaza Hotel parking ticket will receive a validation stamp that will provide them free parking for a period of time, which will be not less than two (2) hours. Patrons will not be required to make a purchase to qualify for a validation stamp. The Applicant shall have a sign posted at the front entrance to the establishment providing specific directions to the off-site parking, and noting that it is free to park.

The Applicant has not limited its search for convenient and available parking in the immediate vicinity of the establishment to that of the Washington Plaza Hotel. The Applicant is also pursuing other parking possibilities, including valet parking on weekends. These parking possibilities can be utilized collectively or independently depending on the night of the week and the demand for parking. This agreement is not final until parking contract(s) have been concluded and are attached to this document. The free parking requirement shall be a condition of this license. This Applicant and the Community will reevaluate the parking in one (1) year from the date of the execution of this agreement to negotiate in good faith the need for additional free parking or valet parking service on weekends.

4. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. The windows, located at the front of the building and facing Fresh Fields supermarket, will remain closed during the hours of operation. The building does not have any common walls with any residential property and there are no openings other than the front of the building. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

5. Public Space and Trash. Applicant agrees to obtain a dumpster to be placed in the rear of the building and to contract with a commercial trash hauler for pickup at least twice per week. Applicant agrees to maintain such dumpster in a locked and completely closed position. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will also police the immediate alley and sidewalk (up to and including the curb) twice daily for refuse and other materials and maintain a clean presence in these areas. Applicant will not install exterior public pay telephones.

6. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or entertainment. Applicant may regularly employ a DJ; however, Applicant agrees not to use the establishment for special DJ promotions and/or fundraising events for third parties,

including, but not limited to, non-profit organizations. Such use shall be deemed to be a major change in operations, requiring approval by the ABC Board.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. At the present time, the intended pest control company shall be Conquest pest control. Applicant shall provide proof of its rat and vermin control contract upon request of the Community.

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

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

Sunday – Thursday 5:00 p.m. to 1:45 a.m.

Friday – Saturday 5:00 p.m. to 2:45 a.m.

10. Square Footage and Occupancy. The square footage of the establishment is 20 feet by 60 feet for a total of 1200 square feet. The currently applied for maximum occupancy of the establishment is 80 persons. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy without amendment of this Agreement.

11. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel.

Applicant, upon notice from the ANC, LCCA, or RI West shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

12. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

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

14. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days' notice, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

1. If to Applicant, to:

John Guggenmos  
1401 Rhode Island Avenue  
Suite 100  
Washington, D.C. 20005  
With a copy to:

Babak Movahedi, Esq.  
1701 Q Street, N.W.  
Washington, D.C. 20009

2. If to ANC2F, to:

Advisory Neighborhood Commission 2F  
P.O. Box 9348 – Mid-City Station  
Washington, D.C. 20005

3. If to LCCA, to:

Logan Circle Community Association  
Attn: President  
Mid City Station – P.O. Box 12007  
Washington, D.C. 20005

4. If to RI West, to:

Timothy Hillard  
1317 Rhode Island Avenue. NW  
Washington, D.C. 20005

Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

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

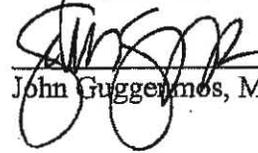
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

WITNESS:

APPLICANT:

Logan Circle Spectrum, LLC T/A Vibe

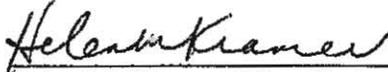
By:

 Logan Circle Spectrum LLC  
John Guggenmos, Managing member

THE COMMUNITY:

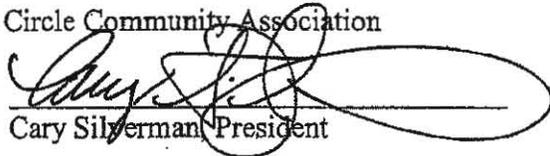
Advisory Neighborhood Commission 2F

By:

  
Helen M. Kramer, Vice Chair

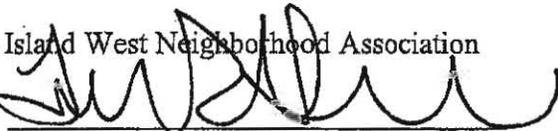
Logan Circle Community Association

By:

  
Cary Silverman, President

Rhode Island West Neighborhood Association

By:

  
Timothy Hillard, President

WASHINGTON PLAZA

September 10, 2002

To whom it may concern:

Please be advised that the Washington Plaza Hotel has agreed to sell Logan (Circle, Spectrum LLC T/A vibe), books of parking stamps, at the rate of \$400.00 for a book of 100 stamps and that there is a minimum of 27 parking spaces available for use by vibe on a nightly bases. The stamps are intended for use by the guests, patrons and employees of vibe in order to utilize off site parking of the Washington Plaza. The stamps will be redeemed by guests, patrons and employees at the following rate of one stamp for one hour of free parking or two stamps for the entire day rate.

Sincerely



Crawford F. Sherman  
General Manager

CFS/sdp

2002 NOV 14 PM 3 315

Logan Circle  
COMMUNITY ASSOCIATION

4 PM 3 30

P.O.Box 12007 Mid City Station NW • Washington, DC 20005 • www.logancircle.org

November 8, 2002

Via First Class Mail

Mr. Roderick Woodson  
Chairman  
Alcoholic Beverage Control Board  
941 North Capital Street, N.W., 7<sup>th</sup> Floor  
Washington, D.C. 20002

**Re: *Logan Circle Spectrum, LLC T/A Vibe  
Application for CT License, Voluntary Agreement***

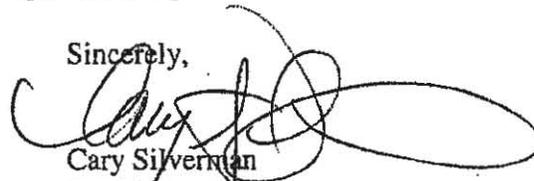
Dear Chairman Woodson:

Enclosed, on behalf of the Logan Circle Community Association, Rhode Island West Neighborhood Association, and Advisory Neighborhood Commission 2F ("ANC 2F"), please find an original of the above referenced Voluntary Agreement for your records. It is my understanding that the Applicant previously submitted a copy of this Voluntary Agreement with its application and it has been accepted by the Board.

If the Board has not yet accepted the Voluntary Agreement, please consider this letter as our formal request to accept the Voluntary Agreement and incorporate its terms into the Applicant's license. The community supports the application, subject to the terms, conditions, and restrictions of the enclosed Voluntary Agreement.

If you have any questions or require additional information, please do not hesitate to contact me at (202) 238-9109 or CSilverman@logancircle.org.

Sincerely,



Cary Silverman  
President

Enclosure

cc: Helen Kramer, Chair, ANC 2F  
John Guggenmos, Applicant  
Babak Movahedi, Esq., Attorney for Applicant