

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

In the Matter of:)

Axum, Inc.)
t/a Axum Restaurant)

Substantial Change Application for an) License No. 60474
Entertainment Endorsement) Case No. 10249-07/103P
at premises) Order No. 2007-092
1934 9th Street, N.W.)
Washington, D.C. 20001)

Gebremeskel Kahassai, on behalf of the Applicant, Axum, Inc.

Deairich R. Hunter, Chairperson, on behalf of Advisory Neighborhood Commission 1B,
Protestant

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Substantial Change Application for an Entertainment Endorsement, having been protested, came before the Alcoholic Beverage Control Board (Board) on October 23, 2007, in accordance with D.C. Official Code § 25-601 (2001). Deairich R. Hunter, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B filed timely opposition by letter dated August 4, 2007.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated October 4, 2007, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

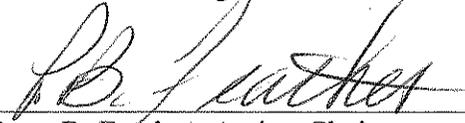
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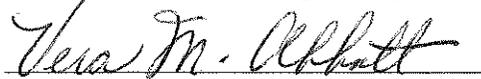
Accordingly, it is this 23rd day of October 2007, **ORDERED** that:

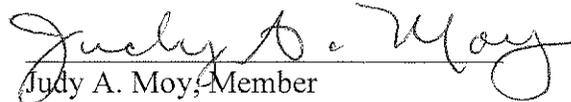
1. The protest of Deairich R. Hunter, Chairperson, on behalf of ANC 1B is **WITHDRAWN**;
2. The Substantial Change Application for an Entertainment Endorsement at Axum, Inc., t/a Axum Restaurant, located at 1934 9th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting Chairperson


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Judy A. Moy, Member


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Albert G. Lauber, Member


Mital M. Gandhi, 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 Concerning Amendment to License 60474
Axum Inc. dba Axum Restaurant

GOVT OF DISTRICT OF COLUMBIA
REGISTRATION
2007 OCT - 9 9 15
RECEIVED BY

THIS AGREEMENT made and entered into this 4th day of October 2007, by and between Axum Inc. (Applicant) and ANCIB (Protestant) witnesses:

Whereas Applicant has filed application 60474 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for an entertainment endorsement license for premises known as Axum, and to be located at 1934 9th St. NW, Washington, DC 20001 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the amended license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Live music will be permitted on the first floor of the business only, and performances will conclude thirty minutes prior to closing. No music will be played or amplified to any outdoor area. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will eliminate any noise from this restaurant that may be heard in surrounding resident's homes.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files. Applicant agrees to notify Protestant in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

B. FOOD AND ALCOHOL SERVICE. Applicant has provided that its hours of operation will be Sunday through Thursday 10:00AM to 2:00AM, Friday & Saturday 10:00AM to 3:00AM. Entertainment endorsement specifies that performances will be allowed from 9:00PM to 3:00AM on Friday & Saturday, and from 9:00PM to 2:00AM Sunday. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least five times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall not maintain dumpsters or any refuse on any public space. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no later than 5:00PM, and no earlier than 6:00AM.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

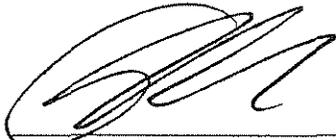
F. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

G. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CR02 license for premises.

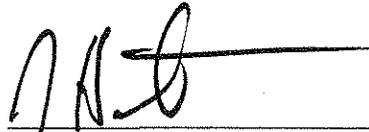
H. MODIFICATION OF VOLUNTRY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the amendment of the Class CR02 license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR02 license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.



Gebremeskel Kahassai, Axum



Chairman, ANC1B
Deairich R. Hunter



Commissioner ANC1B02
Philip C. Spalding

Accordingly, on this 4th day of October 2007, it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR02 license.