

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

In the Matter of:

Sylvia & David Industries, Inc.
t/a Sosnick's Liquor

Application for Renewal of a
Retailer's Class A License

at premises
2318 4th Street, N.E.
Washington, D.C. 20002

Case No. 15-PRO-00030
License No. ABRA-072301
Order No. 2015-378

Sylvia & David Industries, Inc., t/a Sosnick's Liquor (Applicant)

Sally Hobough, Commissioner, Advisory Neighborhood Commission (ANC) 5E

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 5E**

The Application filed by Sylvia & David Industries, Inc., t/a Sosnick's Liquor, for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 18, 2015, and a Protest Status Hearing on June 24, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 5E have entered into a Settlement Agreement (Agreement), dated July 15, 2015, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Sally Hobough, on behalf of ANC 5E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5E of this Application.

Accordingly, it is this 5th day of August, 2015, **ORDERED** that:

1. The Application filed by Sylvia & David Industries, Inc., t/a Sosnick's Liquor, for renewal of its Retailer's Class A License, located at 2318 4th Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 18 (Noise and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall result in the ANC filing a complaint with the ABC Board to enforce this agreement pursuant to D.C. Official Code § 25-446.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 5E.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



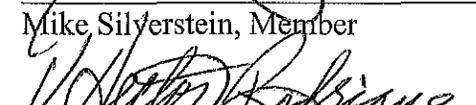
Donald Brooks, Member



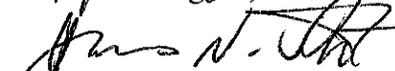
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).



Government of the District of Columbia

ADVISORY NEIGHBORHOOD COMMISSION 5E
Washington DC 20001 - www.anc5e.com -- twitter @anc5e

SETTLEMENT AGREEMENT

Sylvia & David Industries t/a Sosnick's Liquor, 2318 4th Street N.E. ABRA-072301, Retailer Class A, License Renewal, Case #15-PRO-00030

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 15th day of July, 2015, by and between Sylvia & David Industries t/a Sosnick's Liquor, 2318 4th Street N.E. ABRA-072301, Retailer Class A, ("Applicant") and Advisory Neighborhood Commission 5E ("ANC 5E").

RECITALS

- (a) Applicant has applied for a Renewal of a Class A License (the "License") for a business establishment ("Establishment") located at 2318 4th Street NE, Washington, D.C. (the "Premises"); and,
- (b) Applicant desires to cooperate with the ANC 5E in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 a Class A Liquor Store.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior of the Premises. Applicant's hours will not exceed the following:
9:00 a.m. – 10:30 p.m. Sunday-Thursday
9:00 a.m. – 12:00 a.m. Friday-Saturday and ABRA Defined Holidays
4. Public Space and Trash. Applicant shall take reasonable measures to keep the immediate environs including the sidewalk (up to and including the curb) and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas daily for refuse and other materials.
5. Applicant will maintain a contract with a trash and recycling contractor to provide sealable container(s) for trash and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall request its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m.

6. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.

7. Patrons. Applicant shall take reasonable steps to discourage its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of business and as they depart.

8. Alcohol consumption is not and will not be permitted anywhere on the premises, and the Applicant will report intoxicated person, or persons drinking alcohol within the immediate vicinity of the Applicant's location to the Metropolitan Police Department.

9. The Applicant will not sell or provide "go-cups" or single servings of ice.

10. Graffiti and tagging of the Applicant's premises must be removed by the Applicant to ensure the premises stay "graffiti-free".

11. The Applicant will ensure that advertisements relating to alcoholic beverages displayed in the windows their Establishment cover a total area of less than 25 percent of the window space (Omnibus Alcoholic Beverage Regulation Amendment Act of 2014 (20-902)).

12. Applicant will strictly comply with D.C. Official Code and will prohibit and discourage loitering, rowdiness, and criminal activity within the immediate vicinity of the Establishment to the best of its abilities by:

- a) Maintaining a "No Loitering/ Panhandling" sign on the outside of the Establishment, and
- b) Posting a notice kept in good repair and visible from the point of entry, a sign which states
 - i. the minimum age requirement for purchase of alcohol, and
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol, and
- c) Discouraging loiterers whenever they are observed outside of the establishment, and
- d) Calling Metropolitan Police Department to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed.

13. Complaint/Incident Log. The Applicant shall maintain a log for every incidence reported by the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of trash, rodents, incidents, violence, and crime. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any service request number, the nature of the complaint, and the response taken by the DC Agency or Metropolitan Police Department. Applicant shall document any contact with the Citywide Call Center (311) to report any illegal dumping in the adjacent alley to ensure removal. The Applicant shall document any contact with Metropolitan Police Department to report any patron they observe using the adjacent alley for public urination and defecation. Every complaint shall be kept on file in the incident log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

14. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

15. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

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

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

18. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall result in further actions to resolve pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

To Applicant: Applicant

Address: 2318 4th Street NE
Washington, DC 20002

If to the ANC: Advisory Neighborhood Commission 5E

5E10@anc.dc.gov

Either party may change its notice address by written notice to the other. 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.

ADVISORY NEIGHBORHOOD COMMISSION 5E

By:  _____

Signatory

APPLICANT

By:  _____

Signatory

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

In the Matter of:)
)
Dennis Enterprises)
t/a Sosnik's Liquors)
)
Application for a Retailer's Class A)
License (renewal)) Application no. 252¹⁵~~25~~
at premises) 2003-51
2318 4th Street, N.E.)
Washington, D.C.)
)

James D. Berry, Chairperson, on behalf of the Advisory Neighborhood Commission 5C,
and Robert Dennis, Signatories

BEFORE: Charles Burger, Interim Chairperson
Vera Abbott, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

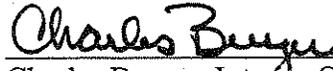
ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on June 25, 2003. The signatories to the attached voluntary agreement dated June 16, 2003 submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 9th day of July 2003, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

Dennis Enterprises
t/a Sosnik's Liquors
2318 4th Street, N.E.
Application no. 2525
Page two

District of Columbia
Alcoholic Beverage Control Board



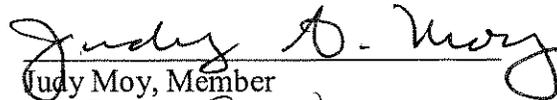
Charles Burger, Interim Chairperson



Vera Abbott, Member



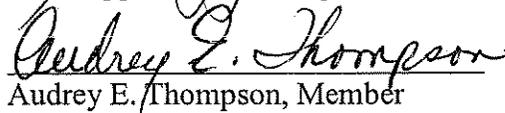
Laurie Collins, Member



Judy Moy, Member



Ellen Opper-Weiner, Esquire, Member



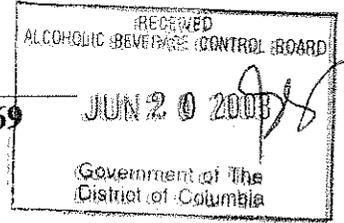
Audrey E. Thompson, Member

#2525

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C**

POST OFFICE BOX 77761
WASHINGTON, D.C. 20013

TELEPHONE: (202) 832-1965/1966 - FAX: (202) 832-1969
www.anc5c.org



Cooperative Agreement

between

**Sosnik's Liquors and Advisory Neighborhood Commission 5C
(ANC 5C)**

WHEREAS, *Dennis Enterprises, Inc.*, ("Licensee") has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *Sosnik's Liquors*, located at 2318 4th Street, N.E.; Ret. A –Renewal Application No.: 2525; and

WHEREAS, the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee's business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

NOW, THEREFORE, in consideration of the Licensee's commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at 2318 4th Street, N.E., within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C ("ANC") to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.

Initials:

5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."
6. That the Licensee will prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition.
7. That the Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."
8. That the Licensee will not sell or provide miniature bags of ice to customers.
9. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.
10. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
11. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
12. That the Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.
13. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
14. That the Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
15. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
16. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.

Initials:

17. That the Licensee give their assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

AGREED:

For the Licensees:

Robert L. Dennis
ROBERT L DENNIS

Date: 6/16/2003

For Advisory Neighborhood Commission 5C:

James D. Brown
Chairman

Date: 6/16/2003

JDB

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C
680 RHODE ISLAND AVENUE, N.E., SUITE H-4
WASHINGTON, D.C. 20002**



TELEPHONE: 832-1965/1966 - FAX: 832-1969
www.anc5c.org

FACSIMILE

**TO: Ms. Laura Byrd, Adjudication Specialist
Government of the District of Columbia
Alcoholic Beverage Regulation Administration**

DATE: 6/18/2003

FAX #: 202-442-9563

FROM: James D. Berry, Jr., Chairperson

NO. of PAGES: 4

FAX #: 202-824-2819

**SUBJECT: Application No. 2525: of Dennis Enterprises, t/a Sosnik's Liquors,
2318 4th Street, N.E.**

Transmitted, herewith, is a copy of the Cooperative Agreement that ANC 5C has executed with the above-referenced applicant. This agreement was ratified by ANC 5C on Tuesday, June 17, 2003 at its regular monthly meeting, located at St. George's Episcopal Church, 160 U Street, N.W. It is important to note that a quorum was present and voting at the time that the decision was reached to unanimously ratify this agreement.

A copy of the document bearing the original signatures of the applicant and myself, will be sent to you by first class mail. If you require additional information from me in order to process this transaction, please contact me at (202) 824-2803, daily between the hours of 9:00 a.m. and 5:30 p.m., or at (202) 387-8520 during the evening hours.

Please hand deliver these data to Ms. Byrd upon receipt!

JDB

A 25/15

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 25th day of July, 2001, by and between Dennis Enterprises, Inc., t/a Sosnik Liquors ("Applicant") and Advisory Neighborhood Commission ("ANC 5C") ("Protestant");

WITNESSETH

WHEREAS, Applicant has applied for renewal of its retailer's license Class A for premises located at 2318 - 4th Street, N.E., Washington, D.C.;

WHEREAS Protestant has protested the renewal of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcohol Beverage Control Board to approve the Applicant's 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. **Compliance With Law.** Applicant shall comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class A license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.

3. **Conduct of Business Operations.**

A. **Cleanliness of Premises and Business Environment.** Applicant shall take all reasonable measures to assure that that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R. § 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to

conduct its business." Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, by 11:00 a.m. and once again within one hour before closing on days the establishment is open. Applicant shall maintain trash, garbage and recycling material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed regularly.

B. **Loitering.** The parties recognize that loitering around the establishment has been a significant problem in the past, and that the peace, order and quiet of the neighborhood will continue to be unreasonably affected if it is not reasonably controlled in the future. Applicant shall take all reasonable measures to discourage loitering within, in front and in the rear and side of the establishment. Applicant to install and maintain in good operating condition a video camera focused on the lobby of the establishment. At the request of the Protestant or the Metropolitan Police, Applicant shall tape activity in its lobby and provide a copy of such tape to the requesting party. If the activities identified herein (or other action taken by Applicant) fail to reasonably prevent loitering and drug sales near its premises, Applicant may be required to hire a licensed security guard to prevent such illegal conduct.

C. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to Applicant by the Metropolitan Police Department by giving a photo and name to Applicant. Applicant shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.

D. **Renovation and Signage at Premises.** Applicant shall remove signs from its storefront windows and replace it with Plexiglas or glass so that the interior of the establishment may be visible from the street. Applicant shall not install signs on the front window so as to obstruct visibility into the establishment. Applicant shall repaint the storefront to a non-high gloss flat paint of red, beige, grey, light blue or like color. Applicant shall not advertise alcoholic beverages on the exterior walls of the establishment.

E. Applicant shall generally maintain the property in commercially reasonable condition and promptly remove or paint over any graffiti written on the exterior walls of the establishment.

3. **Limitation on Non-Alcohol Retail Items.** Applicant shall not provide "go-cups" (as defined in DCMR § 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are in pre-packaged containing no less than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than one pound. Applicant shall not sell single cigarettes, ~~cigarette-rolling papers~~, plastic bags smaller than sandwich size or in non-pre-packaged form, or any other form of drug paraphernalia.

4. **Cooperation with Community.** Applicant shall reasonably cooperate with Protestant in efforts to alleviate alcohol abuse problems, illegal drug activity and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate and communicate with Protestant to improve the overall environment in an immediately around the establishment to make it a more pleasant, safe area for residents, customers and businesses. Applicant shall call the city government on 727-1000 to have street lights in adjacent alley replaced on a regular basis.

5. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall sell alcoholic beverages only between the hours of 10:00 a.m. and 9:00 p.m.

6. **Participation in ANC Meetings.** <sup>9:00am to 9:00am
F-5 9:00am to 10:00am</sup> In order to maintain an open dialogue with the community and cooperatively address and control any problems associated with its operations, Applicant, upon reasonable notice from the ANC, shall send a representative of the establishment to a meeting(s) of the ANC to discuss and find ways to reasonably resolve such problems.

7. **License Ownership.** Applicant agrees to abide by all ABC regulations regarding the ownership and transfer of the license including, without limitation, providing legal notice of any proposed transfer or substantial change in operations to the Advisory Neighborhood Commission.

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

9. **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 thirty (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:

(a) If to Applicant, to:
Robert Dennis, Owner
Dennis Enterprises, Inc.
T/a Sosnik Liquors
2318 - 4th Street, NE
Washington, DC 20002

(b) If to ANC 5C, Care of:
James D. Berry, Jr., Chairman
680 Rhode Island Avenue, NE, Suite H-4
Washington, DC 20002

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. 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 Alcohol Beverage Control Board.

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

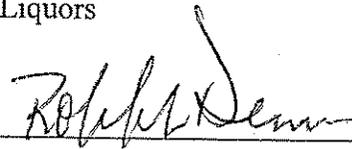
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

APPLICANT:

Sosnik Liquors

By: _____



PROTESTANT:

James D. Berry, Jr., Chair
ANC 5C

By: _____


Designated Representative