

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

_____)	
In the Matter of:)
)
18th Amendment, LLC)
t/a 18th Amendment)
)
Holder of a)
Retailer's Class CT License)
)
at premises)
613 Pennsylvania Avenue, S.E.)
Washington, D.C. 20003)
_____))

License No. ABRA-072633
Order No. 2012-032

18th Amendment, LLC, t/a 18th Amendment (Licensee)

Neil Glick, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 18th Amendment, LLC, t/a 18th Amendment (Licensee), and ANC 6B entered into a Voluntary Agreement (Agreement), dated November 10, 2010, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated December 15, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend their Voluntary Agreement, dated November 10, 2010, to add additional seating for the Licensee's sidewalk café.

18th Amendment, LLC
t/a 18th Amendment
License No. ABRA-072633
Page 2

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Neil Glick, on behalf of ANC 6B, are signatories to the Agreement.

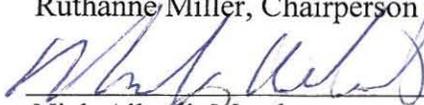
Accordingly, it is this 18th day of January 2012, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement, dated December 15, 2011, submitted by the Licensee and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED**; and
2. Copies of this Order shall be sent to the Licensee and ANC 6B.

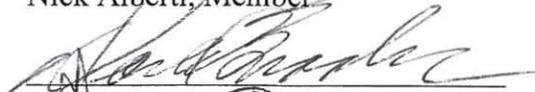
District of Columbia
Alcoholic Beverage Control Board



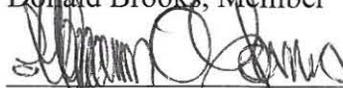
Ruthanne Miller, Chairperson



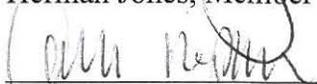
Nick Alberti, Member



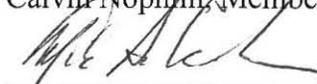
Donald Brooks, Member



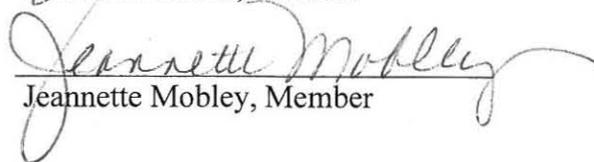
Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Jeannette Mobley, 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 14th Street, N.W., Suite 400S, Washington, D.C. 20009.



RECEIVED
2011 DEC 22 5 12

921 Pennsylvania Ave., SE
Suite 305
Washington, DC 20003
202.543.3344
FAX 202.543.3507

December 19, 2011

OFFICERS

Chairperson
Neil Glick
Vice Chairperson
Ivan Frishberg
Secretary
Jared Critchfield
Treasurer
Carol Green
Parliamentarian
Brian Flahaven

Nick Alberti, Interim Chair
Alcoholic Beverage Regulation Administration
C/o Martha Jenkins
2000 14th Street, NW, Suite 400S
Washington, DC 20009

RE: 18th Amendment
License # ABRA-72633
Change to VA

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Norman Metzger*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Jared Critchfield*
SMD 7 *Carol Green*
SMD 8 *Neil Glick*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*
SMD 11 *Vacant*

Dear Mr. Alberti:

At a regularly called and properly noticed (via postings at Southeast Library, Eastern Market, ANC 6B website, and ANC 6B's constituents emailing list) meeting on December 13, 2011, with a quorum present (6 being a quorum), ANC 6B voted (9 to 0) to support the above referenced application for 18th Amendment, located at 613 Pennsylvania Ave., SE, to amend their Voluntary Agreement to add additional seating for their sidewalk café.

Please find enclosed the Voluntary Agreement that has been executed by 18th Amendment and ANC 6B for your review and approval.

If you need further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Neil Glick".

Neil Glick
Chair, ANC 6B

Enclosure: Executed Voluntary Agreement

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is made on this 15th day of December, 2011 by and between 18th Amendment, LLC, t/a 18th Amendment, Applicant, and Advisory Neighborhood Commission 6B.

W I T N E S S E T H

WHEREAS, Applicant has applied for a substantial change to License # ABRA-072633 for premises, 613 Pennsylvania Ave SE, Washington, DC, 20003, which is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class C Tavern Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, 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 CT license at the listed address in accordance with the terms of its license.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday – Thursday 10:00 a.m. – 2 a.m.

Friday and Saturday 10:00 a.m. – 3 a.m.

Hours of Entertainment:

Sunday – Thursday 6:00 p.m. – 2:00 a.m.

Friday and Saturday 6:00 p.m. – 3:00 a.m.

4. ***Sidewalk Café.*** Applicant will provide a sidewalk café with seating for no more than 14 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. The sidewalk café must maintain proper spacing (10 from the curb and 6 feet from the treebox) to allow for adequate pedestrian

passage on the sidewalk. The sidewalk café will close at 2:00 a.m. Sunday through Thursday and 3:00 a.m. on Saturday.

5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant will not operate the premises as a nightclub, dance venue, or similar venue.
6. **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. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m.
7. **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 Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting 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.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: 18th Amendment, LLC
t/a 18th Amendment
613 Pennsylvania Ave, SE
Washington, DC 20003
Attn: Mark Menard
202-391-1176



(Signature)

ANC:

Advisory Neighborhood Commission 6B

921 Pennsylvania Ave SE

Washington, DC 20003

Neil Glick, Chair

202-543-3344

for

Carol Green

(Signature)

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

_____)	
In the Matter of:)	
)	
18th Amendment, LLC)	
t/a 18th Amendment)	
)	
Holder of a)	License No. ABRA-072633
Retailer's Class CT License)	Order No. 2011-018
)	
at premises)	
613 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	
_____)	

18th Amendment, LLC, t/a 18th Amendment ("Applicant")

Dave Garrison, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 18th Amendment, LLC, t/a 18th Amendment ("Applicant") and Chairperson Dave Garrison, on behalf of ANC 6B, entered into a Voluntary Agreement (Agreement) dated November 10, 2010, that governs 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 Chairperson Dave Garrison, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 12th day of January 2011, **ORDERED** that:

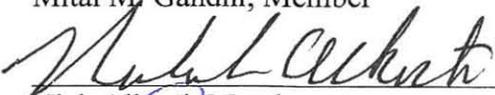
1. The above-referenced Voluntary Agreements submitted by the Applicant and ANC 6B to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

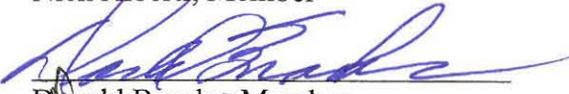


Charles Brodsky, Chairperson

Mital M. Gandhi, Member



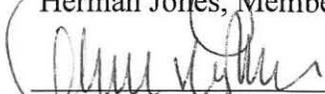
Nick Alberti, Member



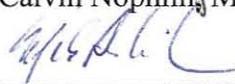
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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., Third Floor, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is made on this 16th day of November, 2010 by and between 18th Amendment, LLC t/a 18th Amendment, Applicant, and Advisory Neighborhood 6B.

WITNESSETH

WHEREAS, Applicant's license renewal for premises, 613 Pennsylvania Ave SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Restaurant Liquor License with an entertainment endorsement at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, 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 CT license at the listed address in accordance with the terms of its license.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday – Thursday 10:00 am -- 2:00 am
Friday – Saturday 10:00 am – 3:00 am

Hours of Entertainment:

Sunday – Thursday 6:00 pm — 2:00 am
Friday – Saturday 6:00 pm — 3:00 am

4. ***Sidewalk Café.*** Applicant will provide a sidewalk café with seating for no more than 8 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. The sidewalk café must maintain proper spacing (10 feet from the curb and 6 feet from the treebox to allow for adequate pedestrian passage on the sidewalk. The sidewalk café will close at 2:00 am on Sunday through Thursday and 3 on Friday and Saturday.
5. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary

actions to ensure that noise and vibration from the Establishment are not audible outside the establishment at any time.

6. **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. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-7 p.m.
7. **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 Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting 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.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: 18th Amendment, LLC
t/a 18th Amendment
613 Pennsylvania Avenue, SE
Washington, DC 20003
Mark Menard
202-391-1176



(Signature)

ANC: Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Dave Garrison, Chairperson
(202) 543-3344
Fax (202) 543-3507



(Signature)

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

In the Matter of:)

The 18th Amendment, LLC)
t/a 18th Amendment)

Application to Renew and for an)
Entertainment Endorsement)
To its Retailers Class "CT" License)
at premises)

License No. 72633
Order No. 2008-236

613 Pennsylvania Ave S.E.)
Washington, D.C.)

The 18th Amendment, LLC, t/a 18th Amendment, Applicant

Julie Olson, Chairperson, Advisory Neighborhood Commission 6B

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

ORDER ON VOLUNTARY AGREEMENT

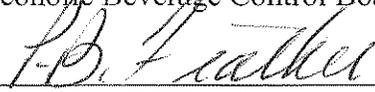
The official records of the Alcoholic Control Board (Board) reflect that The 18th Amendment, LLC, t/a 18th Amendment, located at 613 Pennsylvania Ave S.E., Washington D.C., and Julie Olson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated July 3, 2008 setting forth the terms and conditions to allow the Licensee to offer occasional live music, comedy, poetry readings, karaoke, and DJs no more than four times a week. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Olson are signatories to the Agreement.

The 18th Amendment, LLC
t/a 18th Amendment
License No. 726338332
Page Two

Accordingly, it is this 23rd day of July 2008, **ORDERED** that:

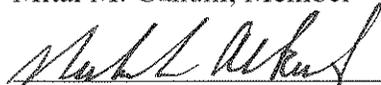
1. The above-referenced Voluntary Agreement between The 18th Amendment, LLC, t/a 18th Amendment, located at 613 Pennsylvania Ave S.E., Washington, D.C., and ANC 6B is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Licensee and to ANC 6B.

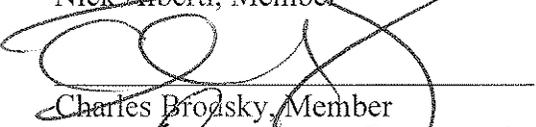
District of Columbia
Alcoholic Beverage Control Board

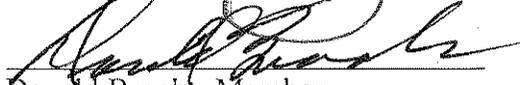

Peter B. Feather, Chairperson


Judy A. Moy, 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 (COOPERATIVE) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 3rd day of July, 2008 by and between The 18th Amendment ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for renewal of a Retailers' Class "CT" license with an entertainment endorsement for premises, 613 Pennsylvania Avenue, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, 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 CT license with an entertainment endorsement. The license covers the basement and first floor. Applicant will offer occasional live music, comedy, poetry readings, karaoke or DJ's not exceeding four times a week. There will be no dancing, or cover charge on premises. 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 through Thursday	10 AM-2 AM,
Friday and Saturday	10 AM-3 AM.
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the

basement and first floor(s) of the building. The Establishment shall not exceed 99 patrons (59 main floor, 40 basement).

5. **Sidewalk Café.** Applicant provides sidewalk café seating for 8 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café shall close each day of the week no later than 2 AM or 3 AM, per legal closing time.
6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
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 rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times 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 ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.
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 ANC. 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 agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting 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 abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. 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 community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. 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 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:

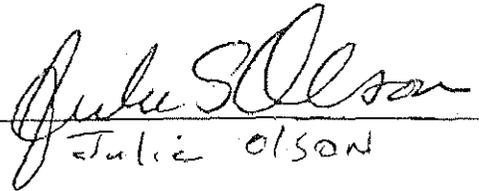
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: 18th Amendment LLC
 613 Pennsylvania Avenue SE
 Washington, DC 20003
 Attn: Mark Menard
 (202) 391-1176
 Fax (202) 546-0061



 MARK MENARD.

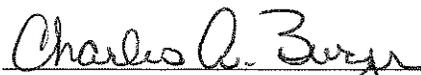
ANC: Advisory Neighborhood Commission
 Address
 Washington, DC 20036
 Attn:
 (202)
 Fax (202)



 Julie Olson

18th Amendment, LLC
t/a 18th Amendment
License no. 72633
Application no. 35333
Page two

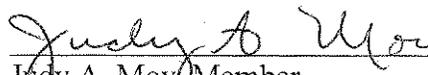
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



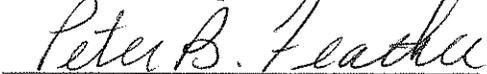
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member



Eartha Isaac, Member

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.

COOPERATIVE (VOLUNTARY) AGREEMENT

Made this 31st day of March 2006 by and between 18th Amendment, LLC, T/A 18th Amendment, and Advisory Neighborhood Commission 6B, (the ANC) (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "CT" license for premises, 613 Pennsylvania Avenue, SE, Washington, D.C. 20003, ABC License #72633, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Liquor License at the subject premises;

NOW, THEREFORE, the parties agree as follows:

1. The Applicant will maintain the area adjacent to the establishment in a clean and litter-free condition.
2. The Applicant will not have any extension of operating hours, except under special exceptions.
3. The Applicant acknowledges that this license does not allow live music, DJ, or entertainment at the premises.
4. Applicant will not operate the Premises as a nightclub, dance venue or similar venue.

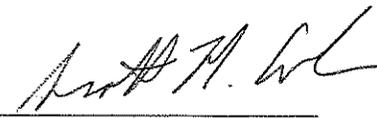
The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

ANC 6B:

By: 

By: 
Scott Cernich, Chairperson

REC'D BY WMA
2006 MAY -3 A 9:56
GOVT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL
REGISTRATION DIVISION

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Ave SE
Washington, DC 20003
202.543.3344
FAX 202.543.3507

April 26, 2006

OFFICERS

Chairperson
Scott Cernich

Vice Chairperson
Will Hill

Secretary
Julie Olson

Treasurer
Kenan Jarboe

Parliamentarian
Neil Glick

Maria M. Delaney, Director
Alcoholic Beverage Regulation Administration
941 North Capitol Street, NE, Suite 7200
Washington, DC 20002

**RE: 18th Amendment
License # 72633
613 Pennsylvania Ave., SE
Voluntary Agreement**

Dear Ms. Delaney:

COMMISSIONERS

SMD 1 *David Sheldon*
SMD 2 *Mary Wright*
SMD 3 *Julie Olson*
SMD 4 *Scott M. Cernich*
SMD 5 *Kenan Jarboe*
SMD 6 *Will Hill*
SMD 7 *Sandra Brown Thomas*
SMD 8 *Neil Glick*
SMD 9 *Antonette Russell*
SMD 10 *Francis Campbell*
SMD 11 *Vacant*

At its regularly scheduled and properly noticed meeting on March 14, 2006, with a quorum present, ANC 6B voted 7 to 0 to not oppose the Application to Amend 18th Amendment's Liquor License to support the substantial change as requested, pending the Applicant signing a Voluntary Agreement. To this end, enclosed is the Voluntary Agreement that has been executed by 18th Amendment and ANC 6B for your review and approval.

Please contact me should you have any questions regarding this matter.

Very truly yours,



Scott Cernich
Chair, ANC 6B

REC'D BY
WM
2006 MAY - 3 A 8 59
GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

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

In the Matter of:

18th Amendment, LLC
t/a 18th Amendment

Application for a Retailer's Class CT
License – Substantial Change
at premises
613 Pennsylvania Avenue, S.E.
Washington, D.C.

License no.: 72633
Application no.: 35333
Order no.: 2006-258

Scott Cernich, Chairman, on behalf of Advisory Neighborhood Commission 6B, and
Mark Menard, on behalf of 18th Amendment, 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

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (“Board”) reflect that Scott Cernich, Chairman, on behalf of Advisory Neighborhood Commission 6B, and Mark Menard, on behalf of 18th Amendment, LLC, have reached an amendment to the March 31, 2006 voluntary agreement between the parties, dated September 18, 2006, which has been reduced to writing and has been properly executed and filed with the Board. Having determined that the September 18, 2006 amendment complies with all applicable laws and regulations, the Board does hereby, this 1st day of November, **APPROVE** the amendment and **INCORPORATE** the text of the same into this Order. Copies of this Order shall be sent to the Signatories to the agreement.

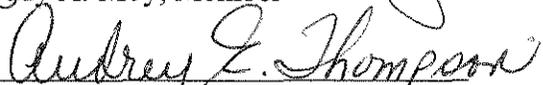
18th Amendment, LLC
t/a 18th Amendment
License no. 72633
Application no. 35333
Page two

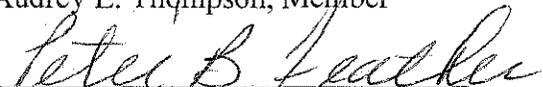
District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson

Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member

Albert G. Lauber, 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.

COOPERATIVE (VOLUNTARY) AGREEMENT

Made this 18th day of September 2006 by and between 18th Amendment, LLC, T/A 18th Amendment, and Advisory Neighborhood Commission 6B, (the ANC) (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "CT" license for premises, 613 Pennsylvania, Avenue, SE, Washington, D.C. 20003, ABC License #72633, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Liquor License at the subject premises;

NOW, THEREFORE, the parties agree as follows:

1. The Applicant will maintain the area adjacent to the establishment in a clean and litter-free condition.
2. The Applicant will not have any extension of operating hours, except under special exceptions.
3. The Applicant acknowledges that this license does not allow live music, DJ, or entertainment at the premises.
4. The Applicant shall not extend any sound system or speakers to the outside of the premises.
5. Applicant will not operate the Premises as a nightclub, dance venue or similar venue.
6. The Applicant agrees to close (discontinue service) the sidewalk cafe at 11:00 p.m. each night.

The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

ANC 6B:

By: 
Mark Menard

By: 
Scott Cernich, Chairperson

ANC 6B

Capitol Hill / Southeast

GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2006 OCT 10 A 8 31

921 Pennsylvania Ave SE
Washington, DC 20003
202.543.3344
FAX 202.543.3507

September 27, 2006

OFFICERS

Chairperson
Scott Cernich

Vice Chairperson
Will Hill

Secretary
Julie Olson

Treasurer
Kenan Jarboe

Parliamentarian
Neil Glick

Maria M. Delaney, Director
Alcoholic Beverage Regulation Administration
941 North Capitol Street, NE, Suite 7200
Washington, DC 20002

**RE: 18th Amendment
License # 72633
613 Pennsylvania Ave., SE
Amended Voluntary Agreement**

Dear Ms. Delaney:

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Mary Wright*
SMD 3 *Julie Olson*
SMD 4 *Scott M. Cernich*
SMD 5 *Kenan Jarboe*
SMD 6 *Will Hill*
SMD 7 *Sandra Brown Thomas*
SMD 8 *Neil Glick*
SMD 9 *Antonette Russell*
SMD 10 *Francis Campbell*
SMD 11 *Vacant*

At its regularly scheduled and properly noticed meeting on September 13, 2006, with a quorum present, ANC 6B voted 8 to 0 to not oppose the Application to Amend 18th Amendment's Liquor License to support the substantial change as requested for a sidewalk cafe, pending the Applicant signing a Voluntary Agreement. To this end, enclosed is the Voluntary Agreement that has been executed by 18th Amendment and ANC 6B for your review and approval.

Please contact me should you have any questions regarding this matter.

Very truly yours,

Scott Cernich
Chair, ANC 6B