

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

In the Matter of:)

Centerpoint 9, LLC)

t/a Asia Nine Bar and Lounge)

Application for a Retailer's)

Class CR License –)

at premises)

915 E St., N.W.)

Washington, D.C.)

License no.: 76177

Case no.: 61183-07/024P

Order no.: 2007-024

Centerpoint 9, LLC, Applicant

Pamela Kahn, on behalf of a group of five (5) or more residents,
Protestant

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application for a Retailer's Class "CR" License, having been protested, came before the Alcoholic Beverage Control Board ("Board") on February 7, 2007, in accordance with D.C. Official Code § 25-601 (2001). The Protestant filed timely opposition by letter.

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. The Board is approving the agreement with the following changes. The Board is amending provision 7 to read, "Employee Smoking and Breaks: There shall be no congregating in the alley by employees. Employees of the establishment will not be allowed to take breaks in the alley. Any breaks in the back must be on the loading dock." The Board notes that the parties do not oppose this change. Pursuant to the agreement, dated February 28, 2007, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the

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licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 4th day of April, 2007, **ORDERED** that:

1. The protest of Pamela Kahn, on behalf of a group of five (5) or more residents, is **WITHDRAWN**;
2. The application of Centerpoint 9, LLC, t/a Asia Nine Bar and Lounge, for a Retailer's Class "CR" License at 915 E St., 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

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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

THIS AGREEMENT, made and entered into this 28 day of February, 2007, by and between Centerpoint 9, LLC, trading as Asia Nine Bar and Lounge, 915 E Street, NW, Washington, DC (hereinafter the "Applicant"), Pamela Kahn, Thomas Mayrhofer, Marvin L. Lewis, Vittorio Gallo, James J. Lucey, Cara Zalberg, Erin McCann, and Joshua Gottheimer (hereinafter the "Protestants"), witnesses:

Whereas, the Applicant has filed an application with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for the purpose of obtaining a Class CR license for the above referenced premises.

Whereas, the Protestants have filed before the ABC Board a protest opposing the granting of this license.

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of this license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order granting the license, which order is thereby conditioned upon compliance with such agreement.

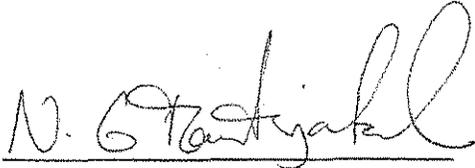
Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

- Hours:** The hours of operation for the business will be:
Sunday – Wednesday: 11:00 am to 12:00 midnight
Thursday – Saturday: 11:00 am to 1:00 am
Food will be served at all times the establishment is open and substantially the full dinner menu will be available until one hour before closing each day of the week. *NY Eve Statutory hrs. per NY*
- Music and Dancing:** Applicant agrees that there will be no dance floor. Applicant may provide music which is limited to background music such as light jazz, folk and blues. Live music will be limited to a group of no more than five (5) pieces. Should the Applicant, at a future date, assert that the provisions of this Voluntary Agreement limiting the type of music that may be played are invalid or unenforceable for any reason, the Applicant agrees that this Voluntary Agreement shall be amended to prohibit music of any type.

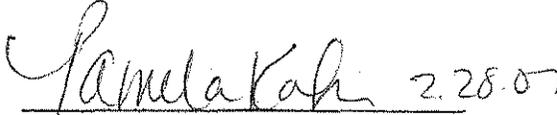
3. **Trash and Garbage Removal:** Trash and garbage will be stored in the enclosed trash room in the rear of the premises. Applicant shall maintain regular trash-garbage removal service which shall regularly remove the trash from the trash room. Trash and garbage shall not be picked up earlier than 8 am nor after 6 pm. Said room shall be locked by landlord after 8 pm.
4. **Pest and Rodent Control:** Applicant will contract with a reputable pest control company to perform a regular pest abatement and control program. Such a contract will remain in place for the duration of the licensee's operation. Applicant shall deposit garbage and trash in the rodent proof containers which shall be kept closed.
5. **Exits:** The Licensee will not permit any patron, employee or other personnel associated with the establishment to use any entrance in the public alley to enter or exit the building before 8:00 am or after 10:00 pm unless an emergency requires use of such entrance/exit to vacate the establishment.
6. **Deliveries:** Deliveries of food, beverages and other supplies to the back of the premises shall be through the rear loading dock. No deliveries shall be made before 8 am or after 6 pm.
7. **Employee Smoking and Breaks:** Employees of the establishment will not be allowed to take breaks or smoke in the alley. Any smoking breaks in the back must be on the loading dock.
8. **Parking:** Applicant agrees to provide valet parking. The valet parking company will provide parking for the patrons in an off street parking facility. Cars will not be parked in the alley behind the premises by either the valet parker, customer or employees of the applicant. Applicant will provide a copy of the contract with the parking company to the Ventana Condominium Association and will provide evidence of such contract annually.
9. **Promoters:** Applicant will not use services of a promoter for private or admission charged functions. Private events shall be limited to hosted parties, such as wedding receptions, bar mitzvahs, graduations, birthday parties, etc.-

10. **Signage.** Applicant shall install signage in the premises to encourage patrons to minimize noise in the neighborhood that may impact neighborhood residents. It will ensure that signs are installed and maintained in the alley which prohibit parking.
11. **Handbook.** Applicant will prepare and distribute an employee handbook which sets forth the terms of this Agreement which pertain to employee conduct.
12. **Pennsylvania Quarter Neighborhood Association:** Licensee agrees to join and be a member in good standing of the Pennsylvania Quarter Neighborhood Association as long as she remains the licensee.
13. **Duration:** Licensee agrees to notify the protestants at least thirty (30) days in advance of any proposed transfer and acknowledges that this agreement shall be fully binding on all assignees or successors in interest to Centerpoint 9, LLC or the license issued pursuant to this Voluntary Agreement.
14. **Entrance:** The Applicant will not permit patrons to line up or congregate outside of the premises while waiting for entrance.
15. **Withdrawal of Protest.** Protestant agrees to the issuance of the license to the license and the withdrawal of their protests *provided* that the present Voluntary Agreement is incorporated into the Board's order approving the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:
Centerpoint 9, LLC


Tantine Nuthinepan
Managing Member

PROTESTANT:
Pamela Kahn, on behalf of all the
protestants


Pamela Kahn