

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

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In the Matter of:)	
)	
MYRB Corporation)	
t/a Geranium Market)	
)	
Holder of a)	License No. ABRA-060723
Retailer's Class B License)	Order No. 2014-375
)	
at premises)	
7350 Georgia Avenue, N.W.)	
Washington, D.C. 20012)	
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MYRB Corporation, t/a Geranium Market (Licensee)

Karrye Braxton, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 4A

Jourdinia Brown and Thomas Black

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

ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that MYRB Corporation, t/a Geranium Market, (Licensee), ANC 4A, Jourdinia Brown, and Thomas Black entered into a Settlement Agreement (Agreement), dated November 1, 2005, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (Amendment), dated August 1, 2014. The Amendment was approved by the Board with

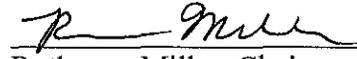
modifications. The Parties then submitted a letter, dated September 26, 2014, approving and incorporating the Board's requested modifications.

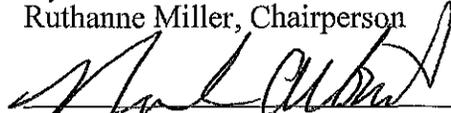
The Amendment and the approval of the modifications have been reduced to writing and have been properly executed and filed with the Board. The Licensee, Commissioner Karrye Braxton, on behalf of ANC 4A, Jourdinia Brown and Thomas Black are signatories to the Amendment and modifications.

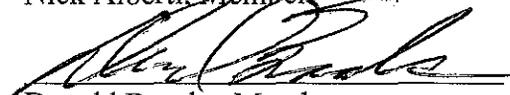
Accordingly, it is this 15th day of October, 2014, **ORDERED** that:

1. The above-referenced First Amendment to Settlement Agreement and approval of the modifications submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreement, not amended by the Amendment and approval of the modifications, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 4A, Jourdinia Brown, and Thomas Black.

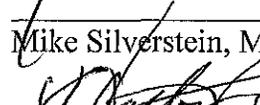
District of Columbia
Alcoholic Beverage Control Board

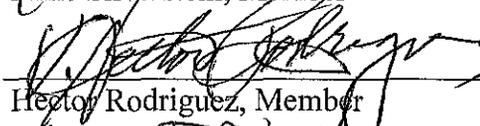

Ruthanne Miller, Chairperson

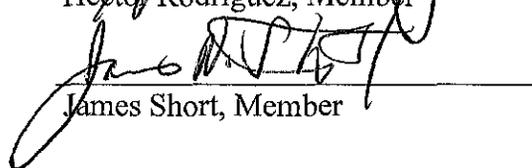

Nick Alberti, Member


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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

FIRST AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT

This First Amendment to Voluntary Settlement Agreement ("First Amendment") is made effective as of August 1, 2014 ("Effective Date") by and among MYRB Corporation, t/a Geranium Market, hereinafter "Geranium Market", Protestants Jourdinia Brown and Thomas Black, and District of Columbia Advisory Neighborhood Commission 4A ("ANC 4A"). Geranium Market and ANC 4A are each referred to in this Agreement as a "Party" and collectively, as "Parties".

RECITALS:

WHEREAS, Geranium Market is the holder of that certain Type Class B Retail -- Liquor Store license identified as ABRA-060723 ("License") issued by the District of Columbia Alcohol Beverage Regulation Administration ("ABRA");

WHEREAS, in accordance with D.C. Official Code §§ 25-446 ("Code"), the Parties entered into that certain voluntary settlement agreement dated November 1, 2005 ("Original Agreement"), which evidenced and memorialized the Parties' agreements and understandings regarding certain activities and business practices of Geranium Market' business operations at the current street address of 7350 Georgia Avenue, N.W., Washington, D.C. 20012 (the "Premises");

WHEREAS, pursuant to the Code, the Original Agreement is attached to, and becomes a part of the License; and

WHEREAS, the Parties have agreed to amend certain provisions of the Original Agreement to permit "Geranium Market" business operations to include the retail sales of single containers as well as multiple singles (prepackages by the manufacturer) of certain beer, domestic ale, domestic fortified wine, malt liquor and wine cooler containers having two (2) or more units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, hereby agree as follows:

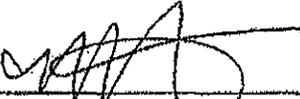
1. The foregoing recitals are incorporated in and made a part of this First Amendment to the same extent as if herein set forth in full.
2. Geranium Market agrees not to sell single containers or multiple singles of beer or domestic ales of less than seventy (70) ounces unless such containers are pre-packaged by the manufacturer in two (2) or more unit containers of 24 ounces or more. There is no change to the sale of fortified wines.
3. Geranium Market shall have the right to continue to sell craft, imported and esoteric beers as singles.

4. Geranium Market is aware of, and intends to comply with, the provisions of the ABC Regulations, 23 DCMR and Chapter 3, Section 25-301 et. seq. of the District of Columbia Code, 2001 Edition, as amended, and as may be further amended, from time to time.
5. This Agreement shall be governed by the Code and applicable District laws and regulations, as may be amended, from time to time.
6. Each person executing and delivering this First Amendment on behalf of a Party does hereby affirm that such person is duly authorized to execute and deliver same.
7. Except as amended hereby, the terms and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified, confirmed and reaffirmed by the Parties in all respects. In the event of a conflict between this First Amendment and the Original Agreement, the First Amendment shall control.
8. This First Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all Parties had executed a single document.
9. This First Amendment shall be (a) binding upon and inure to the benefit of the Parties hereto and their respective representatives, transferees, successors and assigns, and (b) governed by and construed in accordance with the laws of the District of Columbia.
10. Geranium Market, ANC 4A, and the Protestants represent and warrant to each other that the person signing this Amendment on its behalf has the requisite authority and power to execute same and to thereby bind the Party on whose behalf it is being signed.
11. Time is of the essence of this First Amendment and the Original Agreement.
12. In the event that any part of this First Amendment for any reason be declared or held invalid, unenforceable or illegal, such invalidity, unenforceability, or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this First Amendment had been executed with the invalid, unenforceable or illegal portion thereof eliminated, and it is hereby declared the intention of the Parties that the Parties would have executed the remaining portion of this First Amendment without including therein any such part, parts or portion which may, for any reason, be hereafter declared or held invalid, unenforceable or illegal.

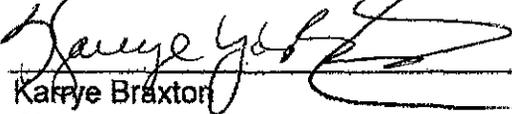
[Signatures Follow]

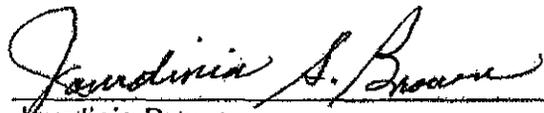
WHEREFORE, the parties have affixed their hands and seals the day and date first above written.

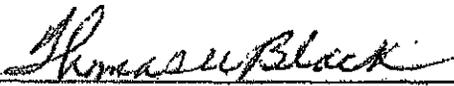
MYRB, INC., T/A GERANIUM MARKET

BY: 
Mershe Abate, President

ADVISORY NEIGHBORHOOD COMMISSION

BY: 
Karye Braxton
Chair
ANC 4A

BY: 
Jourdinia Brown
Protestant

BY: 
Thomas Black
Protestant

Re: Myrb Corporation
Geranium Market
7350 Georgia Avenue NW
Washington, DC 20012
Application No.

Please be advised that the Advisory Neighborhood Commission (ANC) 4A, at its regularly scheduled ANC meeting of December 2, 2008 voted to recommend approval of the Class B license renewal application by Myrb Corporation "Geranium Market". There was a quorum consisting of 7 or the 8 commissioners.

September 26, 2014

ATTN: Ms. Janea Raines
ABRA

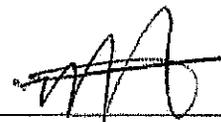
Re: MYRB Corporation t/a Geranium Market Settlement Agreement

Dear Ms. Raines,

At its meeting of September 24, 2014, the Board reviewed the Settlement Agreement between ANC 4A and Geranium Market, License No. 060723, located at 7350 Georgia Avenue, NW. The Agreement was approved by the Board with modifications to modify the following provision:

ii. The Board would like clarification on the language set forth in the fourth "Whereas" on page 1 and Clause 2. In the provision starting by "Whereas," the Parties state that the applicant is permitted to include the retail sales of single containers as well as multiple singles of certain beer, domestic ale, domestic fortified wine, malt liquor and wine cooler containers having two or more units." However, clause 2 states that "Geranium Market agrees not to sell single containers or multiple singles..." Can the Parties please clarify what they intend by these two provisions?

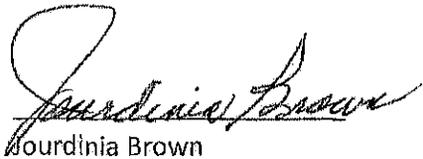
To clarify ii -- the parties intended to modify the agreement to allow Geranium Market the authority to sell 2 item packs instead of the original 6 item packs established in the original agreement. There would still be a ban on the sale of singles.



Mershe Abate
Applicant

10-11-14

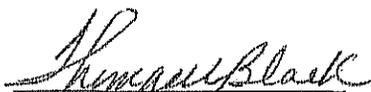
Date



Jourdinia Brown
Protestant

10/8/14

Date



Thomas Black
Protestant

10/5/14

Date