

Accordingly, it is this 8th day of February, 2012, **ORDERED** that:

1. The above-referenced Voluntary 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 modifications:

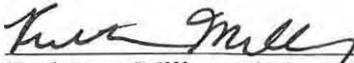
Section 3 (Waste Removal/Pest Control) – The following language shall be removed: “reputable” in the sentence, “Applicant will contract with a reputable pest control company...”

Section 6 (Notice of Filing of ABC Transfer Application) shall be removed.

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant, LivingSocial, and HOA.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



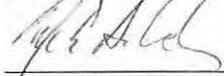
Donald Brooks, Member



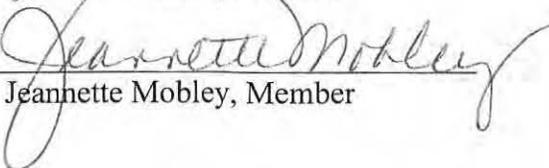
Herman Jones, Member



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.

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this 16th day of January, 2012 (the "Agreement") by and among VSLS, LLC ("VSLS" or "Applicant"), LivingSocial, and the Ventana Homeowners Association ("HOA").

WITNESSETH

WHEREAS, VSLS has applied for an Alcoholic Beverage Retailer's License (ABRA-088360) Class "C" (the "License") for premises located at 918 F Street, NW, Washington DC (the "Premises") for the operation of an establishment offering services and programming for LivingSocial members and employees;

WHEREAS, the HOA has raised concerns about the operation of LivingSocial's business with a License;

WHEREAS, the parties have discussed the concerns of the HOA and have reached an understanding related to the operation of the establishment;

WHEREAS, the parties have entered into this Agreement and request that the Alcoholic Beverage Control Board approve issuance of the License conditioned upon VSLS and LivingSocial's compliance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Noise.** On Sundays-Thursdays, after 10:30 pm, VSLS and LivingSocial agree to limit sound transmission from the Premises to a level at or below that of typical street noise (as measured, if necessary, in the area surrounding the Premises). On Fridays, Saturdays, and holidays, VSLS and LivingSocial agree to similarly limit sound transmission after midnight. HOA grants VSLS and LivingSocial a 30-minute "grace period" after each evening's agreed time for VSLS and LivingSocial to get the sound transmission to the levels as hereby agreed. VSLS and LivingSocial shall not offer, create facilities for, or otherwise encourage, advertise, promote or otherwise create or maintain a "nightclub" or "disco" in the Premises. VSLS and LivingSocial will schedule deliveries between the hours of 8 am and 10:00pm on Sundays-Thursdays and midnight on Fridays and Saturdays.
3. **Waste Removal/Pest Control.** VSLS and LivingSocial shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Trash and garbage shall be deposited only in rodent-proof containers/dumpsters, and all covers will be properly secured and remain closed except when trash/garbage is being added or removed. All reasonable efforts will be made to eliminate food sources for rodents and eliminate the rat

population. Applicant will contract with a reputable pest control company, which will perform a reasonable pest abatement and control program on a monthly basis, or more often, if necessary. Such a contract will remain in place for the duration of the licensee's operation. VSLS and LivingSocial will not schedule and waste removal services or other deliveries in the back alley of the Premises before 7 am or after 6 pm. Trash receptacles, or any storage of materials, will not be stored under any of the Ventana balconies or in front of the Ventana garage door.

4. **Exterior/Public Space.** Reasonable efforts shall be made by VSLS and LivingSocial to prevent or disperse loitering and any other source of noise or disturbance in the areas in front of the Premises during business hours and at closing. In addition, VSLS and LivingSocial shall take all reasonable measures to prohibit employees from congregating or parking in the alley behind the Premises. VSLS and LivingSocial shall take reasonable measures to discourage smoking by employees, or guests, in the back alley (e.g., company policy communicated prohibiting). Rear entrances will not be used for entering or leaving between the hours of 7:00 am during the week and 8:00am on the weekend and 10:30pm during the week and 1:00am on the weekend, unless an emergency requires use of such entrance. The designated 15-minute parking in front of the Ventana is not to be used for buses parking to load or unload people, or equipment. The applicant will not permit patrons to line up or congregate outside of the premises while waiting for entrance.
5. **Hours.** VSLS and LivingSocial's permissible hours of operation shall be from 8 am – 2 am Sunday-Thursday and 8 am – 3am Friday-Saturday. VSLS and LivingSocial's permissible hours of liquor sales shall be from 8am – 10pm Sunday-Thursday and 8am – 1:00am Friday-Saturday.
6. **Notice of filing of ABC Transfer Application.** Applicant shall advise the HOA of the filing of any application to transfer the ABC license within 10 days of the filing.
7. **Signage.** Signage shall be installed on the premises to encourage patrons to minimize noise in the neighborhood that may impact residents and to obey the parking restrictions in front of the Ventana.
8. **Notices.** In the event of a violation of the provisions of this Agreement, VSLS and LivingSocial shall be notified in writing by the persons alleging such violation and given an opportunity to cure such violation within fifteen (15) days thereafter before action against VSLS and LivingSocial on the basis of such violation may be undertaken (except that as to a third material violation relating to disturbances of noise, music and vibration, no cure period shall be required). A material violation of this Agreement by VSLS and LivingSocial that has not been corrected within this period for cure 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, sent by facsimile using a device which indicates receipt on sender's copy, to the other party to this Agreement. Notice is deemed to be received upon mailing.

All notices to VSLS shall at all times be copied to LivingSocial. Notice is to be given as follows:

If to VSLS:

Dan Simons
918 F Street, NW
Washington DC 20004

If to LivingSocial:

Alan Clifford
1445 New York Avenue, NW, Suite 200
Washington, DC 20005

Jim Bramson, General Counsel
1445 New York Avenue, NW, Suite 200
Washington, DC 20005
Fax: 202-318-7758

If to HOA:

c/o HOA President
912 F Street, NW
Washington DC 20004

9. **Effectiveness.** This Agreement shall be effective and binding only if there is no protest by any third party of VSLS's initial application for the License, provided however HOA hereby agrees that it shall not protest the application for the License, and such commitment shall be effective and binding upon execution by all three parties of this Agreement. If there is no third party protest for the initial application, this Agreement shall, upon approval by the District of Columbia Alcoholic Beverage Control Board, become a condition of the License.

VSLS, LLC

By: 

Print Name: Dan Simons

Date: 1/16/12

LivingSocial

By: 

Print Name: Jacob Moss

Date: 1/16/12

The Ventana Homeowners Association

By: Lynn Derrar

Print Name: Lynn Derrar

Date: 16 Jan 2012