Settlement Agreement Concerning Issuance of License 103120 to
801 Restaurant, LLC, 801 Florida Avenue, N.W., Washington, DC 20001

THIS AGREEMENT made and entered into December 7, 2016 by and between 801 Restaurant, LLC ("Applicant") and ANC1B ("Protestant") witnesses.

Whereas Applicant has filed application 103120 with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a renewal of a Class C Tavern license for premises to be known as 801 Restaurant & Bar, and to be located at 801 Florida Avenue, N.W., Washington, DC 20001 ("Premises").

Whereas Protestant has concerns opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including the prohibition on producing any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment, in accordance with § 25-725. Applicant will regularly monitor to assure no impact on nearby residents. The front and rear door will remain closed except to allow entrance to and exit from the building. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.

Summer Garden Area: Applicant agrees to operate within the DC noise ordinance and will make proactive efforts to prevent noise from interfering with other neighborhood business operations i.e. positioning and size/wattage of summer garden speakers. The Applicant is also mindful of its neighborhood residents and agrees to not allow amplified live entertainment (Disc Jockey) on the summer garden.
The Applicant will not hire outside independent contractors/promoters. Any event hosted by the Applicant will come from in house advertising and self-promotion; and/or through the required application process for special events via the ABRA Board.

B. FOOD AND ALCOHOL SERVICE.
- The establishment’s hours of operation shall be as follows:

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours of Alcoholic Beverage Services on Summer Garden*</th>
<th>Hours of Alcoholic Beverage Service Inside</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>8:00AM to 1:30AM</td>
<td>8:00AM to 2:00AM</td>
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<tr>
<td>Tuesday</td>
<td>8:00AM to 1:30AM</td>
<td>8:00AM to 2:00AM</td>
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<td>Wednesday</td>
<td>8:00AM to 1:30AM</td>
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<td>Thursday</td>
<td>8:00AM to 1:30AM</td>
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<td>Friday</td>
<td>8:00AM to 2:30AM</td>
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<td>Saturday</td>
<td>8:00AM to 2:30AM</td>
<td>8:00AM to 3:00AM</td>
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<tr>
<td>Sunday</td>
<td>8:00AM to 1:30AM</td>
<td>8:00AM to 2:00AM</td>
</tr>
</tbody>
</table>

*The parties understand and agree that the “Hours of Alcoholic Beverage Services on Summer Garden” detailed above shall restrict hours of service, and NOT hours of consumption.

- HOLIDAY HOURS: Applicant shall have the right to obtain ABC Board approval to sell or serve alcoholic beverages inside until 3:00 AM and to serve alcoholic beverages on the summer garden until 2:30 AM on District and federal holidays and various holiday weekends.

C. TRASH/GARBAGE/RODENTS. Applicant shall:
- Maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean.
- Schedule trash and recycling pick up by contractors to commence no earlier than 7:00AM and no later than 5:00 PM.
- Properly maintain trash dumpster(s) so that they close properly and do not leak.
- Only use rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- Police the immediate environment of premises and make every reasonable effort to keep said area clean of trash and debris.
- Make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population.
- Have professional extermination services or provide them as needed.
- Provide for the proper removal of grease and fatty oils from the establishment.
- Not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment.
D. PARKING. Applicant will encourage public transit use, and will encourage patrons to use nearby public parking facilities rather than parking on residential streets via signage and the website.

E. SIGNAGE/PUBLICITY. In all signs and advertisements, applicant will feature food items in addition to alcoholic beverages.

F. BINDING EFFECT. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

G. AGREEMENT AVAILABLE UPON DEMAND. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

H. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party 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 thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing 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.

I. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified by the ABC Board; by mutual agreement of the parties with the approval of the ABC Board; or as otherwise permitted by law.

If to Applicant:
Eric Heidenberger
801 Florida Ave, NW
Washington, DC 20001
Hido10@gmail.com

If to Protestants:
ANC1B,
Attn: Brian Footer, ANC 1B01,
Frank D. Reeves Municipal Center,
2000 14th St., NW, Suite 100B,
Washington, DC 20009,
1b01@anc.dc.gov
Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class C Tavern license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class C Tavern license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

SIGNATURE BLOCKS

Accordingly, on this 12th day of Dec. 2016 it is ordered that the Settlement Agreement between Applicant and Protestant is incorporated into the ABC Board’s order issuing Applicant an amended Class C Tavern license.

Applicant:

801 Restaurant & Bar

Eric Heidenberger

12/17/2016

Date

Protestants:

ANC 1B01

Brian Footer, Commissioner

Dec. 1, 2016

Date

ANC 1B

James Turner, Chair of ANC 1B

Date