

**Settlement Agreement Concerning Issuance of Class C License to
Howard Theater Entertainment, LLC, 620 T Street, N.W., Washington, DC 20001**

THIS AGREEMENT made and entered into August 17, 2016 by and between Howard Theater Entertainment, LLC ("Applicant") and ANC1B ("Protestant") witnesses.

Whereas Applicant has filed license renewal application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a retailer Class C license for premises to be known as Howard Theater, and to be located at 620 T Street, 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 preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. 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.

B. FOOD AND ALCOHOL SERVICE.

- The establishment's hours of operation shall be as follows:

Day	Hours of Alcoholic Beverage Service Inside	Hours of Operation Inside
Monday	11:00AM to 2:00AM	11:00AM to 2:00AM
Tuesday	11:00AM to 2:00AM	11:00AM to 2:00AM
Wednesday	11:00AM to 2:00AM	11:00AM to 2:00AM
Thursday	11:00AM to 2:00AM	11:00AM to 2:00AM
Friday	11:00AM to 3:00AM	11:00AM to 3:00AM
Saturday	10:00AM to 3:00AM	10:00AM to 3:00AM
Sunday	10:00AM to 2:00AM	10:00AM to 2:00AM

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

C. TRASH/GARBAGE/RODENTS. Applicant shall:

- Maintain trash/garbage removal service at least four times weekly and see that the trash and dumpster area remains clean.
- Schedule recycling pick up by contractors to commence no earlier than 9:00AM and no later than 11:00 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.
- Make every reasonable effort to keep public space outside the premises clean of trash and debris, including the alley behind and area in front of the premises.
- 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.
- No recyclables will be dumped outside of the building between 11:00 PM and 9:00 AM.

D. CAPACITY AND SECURITY. Applicant shall:

- Adhere to its occupancy limit at all times as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
- Have security personnel employed by the applicant undergo security training within 45 days of the hiring date.
- Police the immediate environment of premises.

E. PARKING AND VALET. 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.
- Upon entering into an agreement with a Valet, make every reasonable effort to secure space in a parking garage or parking lot in order to reduce impact to residential parking.

F. 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.

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

H. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and the Applicant during the term of the license to which this Voluntary Agreement applies.

If to Applicant:

Tsion Bensusan

620 T Street, N.W.

Washington, DC 20001

Email: tb@bluenote.net with copy to erin@bbkingblues.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 license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class C license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

SIGNATURE BLOCKS

Accordingly, on this 17 day of August 2016 it is ordered that the Settlement Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant a Class C license.


Applicant:

Howard Theater Entertainment, LLC


 8/17/16
Name Date

Protestants:

ANC 1B01

 Aug 17, 2016
Brian Footer, Commissioner Date

ANC 1B

 Aug 17, 2016
James Turner, Chair of ANC 1B Date