

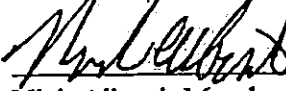
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 25th day of April, 2018, **ORDERED** that:

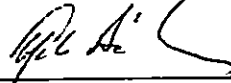
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

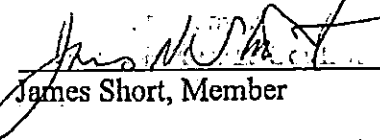
Donovan Anderson, Chairperson



Nick Alberti, Member

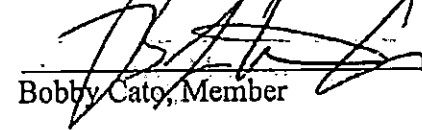


Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

Levy Premium Foodservice Limited Partnership t/a Levy @ DC United,
ABRA#060462, 100 Potomac Avenue, SW, Washington, DC 20024 and
ANC6D, April, 2018

★ ★ ★ **Advisory Neighborhood
Commission 6D**

1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 9th day of April 2018 by and between Levy Premium Foodservice Limited Partnership t/a Levy @ DC United ("Applicant"), at 100 Potomac Avenue, S. W., Washington, DC 20024 ABRA License #060462 and Advisory Neighborhood Commission 6D ("the ANC" or "Protestant"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

W I T N E S S E T H

WHEREAS, Applicant has applied to transfer a multipurpose C/X alcoholic beverage license with substantial changes from 601 F Street, N.W. to 100 Potomac Avenue, S. W., the location of a new sports stadium (the "Stadium" or "Premises"). The Stadium is operated pursuant to a ground lease between DC Stadium LLC and the Government of the District of Columbia. The Applicant has been selected to provide food and beverage services to the Stadium. The Applicant's business will be located in the Stadium and may have agreements with various types of food and beverage providers which will serve spirits, wine, and beer, and offer a variety of food types ("Applicant's Business"). The Stadium will also include a summer garden. There may be an entertainment endorsement, but no dancing or cover charge endorsements; and

WHEREAS, Protestant is Advisory Neighborhood Commission ANC6D, which filed a timely protest (the "Protest") against the issuance of the Applicant's application pursuant to D.C. Official Code 25-601(4) and 602; and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Applicant's Business in such a manner as to minimize the effect of the Applicant's Business within the ANC and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of

the Applicant's Business. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a concessionaire and catering business at the Stadium which provides food and beverage service including the service of spirits, wine, and beer, and a variety of food types (either on its own or through separate contracts with third party vendors). The Stadium will have seats for 19,400 patrons with capacity of 24,000. There may be a summer garden with an occupancy of up to 10,000. There may be an entertainment endorsement, but no dancing or cover charge endorsement. The Applicant shall not participate in pub crawls.
3. **Hours of Operation and Sales.**

The hours of operation and selling, serving, and consuming of alcoholic beverages in the Premises and summer garden shall not exceed:
Sunday through Saturday: 8:00 a.m. to 2:00 a.m.

During days when soccer games are played, the selling and serving of alcoholic beverages through general concessions at the soccer game shall end by the 75th minute of the soccer match.

The hours of live entertainment in the Stadium or Premises and in the summer garden shall not exceed:
Sunday through Saturday: 8:00 a.m. to 2:00 a.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" the Applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees' extended operating hours (such as for Inauguration) the Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate until 4:00a.m.
4. **Floors Utilized and Occupancy.** The Applicant will operate its Business in the Stadium and summer garden area. The Applicant provides food and beverage service to patrons in general concession areas, all-inclusive club areas, enclosed suites, and via private catering. The Certificate of Occupancy will state the seating and occupant load.

5. **Summer Garden.** Applicant plans to provide food and beverage service in the summer garden with up to 10,000 patrons. There may be entertainment in the summer garden during the hours specified in Paragraph 3, above. No alcoholic beverage containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area, excepting food and non-alcoholic beverages packaged "to go" or in souvenir plastic cups.
6. **Parking Arrangements.** Parking and transportation management at the Stadium is managed exclusively by DC Stadium LLC according to the plans recommended by the DC Office of Planning and the DC Department of Transportation and approved by the DC Zoning Commission in PUD Case No. 16-02.
7. **Noise and Privacy.** Noise and privacy management at the Stadium is managed exclusively by DC Stadium LLC according to the plans recommended by the DC Office of Planning and the DC Department of Transportation and approved by the DC Zoning Commission in PUD Case No. 16-02. Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Sundays.
8. **Trash and Odor Management.** Trash and odor management at the Stadium is managed exclusively by DC Stadium LLC according to the plans recommended by the DC Office of Planning and the DC Department of Transportation and approved by the DC Zoning Commission in PUD Case No. 16-02.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Security at the Stadium is managed exclusively by DC Stadium LLC according to the plans recommended by the DC Office of Planning and the DC Department of Transportation and approved by the DC Zoning Commission in PUD Case No. 16-02.
10. **License Ownership and Compliance with ABRA Regulations.** Applicant shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of this Agreement.
11. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
12. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it 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 30 days of the date of such notice. If Applicant or the

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ABRA#060462, 100 Potomac Avenue, SW, Washington, DC 20024 and
ANC6D, April, 2018

licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Levy Premium Foodservice Limited Partnership
t/a Levy @ DC United
100 Potomac Avenue, SW
Washington, DC 20024
Attn: Director of Operations
Phone: 540-797-3900
Email: cwitt@levyrestaurants.com

With a copy to: Levy Premium Foodservice Limited Partnership
980 N. Michigan Avenue, Suite 400
Chicago, IL 60611
Attn: General Counsel
Email: mike.feldman@levyrestaurants.com

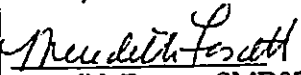

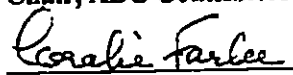
If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
Email: office@ANC6D.org

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action (Governed by Title 25-447).

13. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application. Any protest filed by the ANC in this matter is hereby withdrawn.

The ANC:

APPLICANT:

Chair, ANC6D 	Levy Premium Foodservice Limited Partnership
Meredith Fascett, SMD07 Date <u>4/9/18</u>	By: 
Chair, ABC Committee, ANC6D 	Date <u>4/11/18</u> Robert L. Ellis, Treasurer of its General Partner
Coralie Farlee Date	

