

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

_____)
In the Matter of:)
)
Second Home, LLC)
t/a Number Nine)
)
Holder of a) License No. ABRA-086354
Retailer's Class CT License) Order No. 2014-095
)
)
at premises)
1435 P Street, N.W.)
Washington, D.C. 20005)
_____)

Second Home, LLC, t/a Number Nine (Licensee)

Matt Raymond, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Timothy A. Christensen, on behalf of Logan Circle Community Association

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 Second Home, LLC, t/a Number Nine, (Licensee), ANC 2F, and Logan Circle Community Association entered into a Voluntary Agreements (Agreements), dated September 10, 2002 and March 15, 2005, and an Amendment to Settlement Agreement, dated November 14, 2012, that govern the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (First Amendment), dated March 14, 2014, in accordance with D.C. Official Code § 25-446 (2001).

Second Home, LLC
t/a Number Nine
License No. ABRA-086354
Page 2

The official records of the Board reflect that the Parties have agreed to allow for an exception to prohibition on live music by employing a pianist on Friday evenings from 9:00 p.m. to midnight.

The First Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Matt Raymond, on behalf of ANC 2F; and Timothy A. Christensen, on behalf of Logan Circle Community Association, are signatories to the First Amendment.

Accordingly, it is this 19th day of March, 2014, **ORDERED** that:

1. The above-referenced First Amendment to Settlement Agreement, dated March 14, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreements and Amendment, not amended by the First Amendment, shall remain in full force and effect;
and
3. Copies of this Order shall be sent to the Licensee, ANC 2F, and Timothy A. Christensen, on behalf of Logan Circle Community Association

Second Home, LLC
t/a Number Nine
License No. ABRA-086354
Page 3

District of Columbia
Alcoholic Beverage Control Board



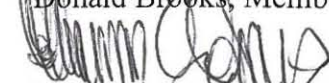
Ruthanne Miller, Chairperson



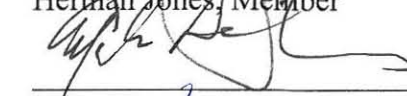
Nick Alberti, Member



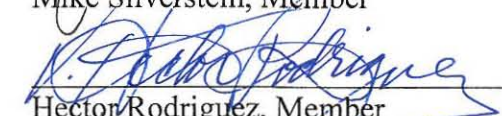
Donald Brooks, Member



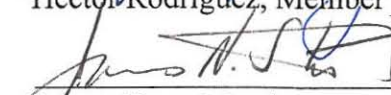
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected 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.

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).

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Amendment") is made this 14th day of March 2014 by and between Second Home, LLC t/a Number Nine ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F"), and the Logan Circle Community Association ("LCCA") (jointly "the Community").

WITNESSTH

WHEREAS, Applicant, holder of a Retailer's Class CT License No. ABRA-086354, has applied to the Alcoholic Beverage Control Board ("ABC Board") for approval of live entertainment in the form of a pianist at its licensed premises at 1435 P Street, NW;

WHEREAS, the community is supportive of Applicant's operation of the establishment and is supportive of its request for to add a pianist to its entertainment;

WHEREAS, Applicant has agreed to enter into this Amendment agreement with the Community and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of those certain written Voluntary Agreement dated September 10, 2002, and March 15, 2005, and subsequent amendments as approved by the ABC Board;

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Section 6 Dancing, Music and Entertainment of the September 10, 2002 Voluntary Agreement is amended. Section 6 of that certain Voluntary Agreement dated September 10, 2002 is amended hereby by replacing Section 6 to read:

"6. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or entertainment except for a pianist on Friday evenings from 9:00 pm to midnight, and with the keyboard plugged into the establishment's existing sound system to allow for precision sound level control. Applicant may regularly employ a DJ."

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first written above.

WITNESS:

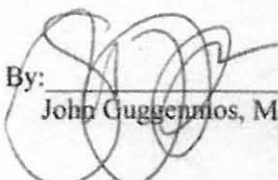
APPLICANT:

THE COMMUNITY:

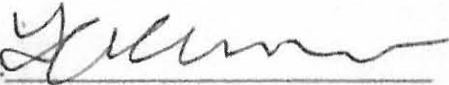
SECOND HOME, LLC

Advisory Neighborhood Commission 2F

By: 
Matt Raymond, Chair

By: 
John Guggenmos, Managing Member

Logan Circle Community Association

By: 
Timothy A. Christensen, President

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

_____)	
In the Matter of:)	
)	
Second Home, LLC)	
t/a Number Nine)	
)	
Holder of a)	
Retailer's Class CT License)	License No. ABRA-086354
)	Order No. 2013-609
)	
at premises)	
1435 P Street, N.W.)	
Washington, D.C. 20005)	
_____)	

Second Home, LLC, t/a Number Nine (Licensee)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

Timothy A. Christensen, on behalf of Logan Circle Community Association

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Second Home, LLC, t/a Number Nine, (Licensee), ANC 2F, and Logan Circle Community Association entered into Voluntary Agreements (Agreements), dated September 10, 2002 and March 15, 2005, that govern the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Second Amendment), dated November 6, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the Licensee's hours of operation and sales of alcoholic beverages.

Second Home, LLC
t/a Number Nine
License No. ABRA-086354
Page 2

The Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Matt Raymond, on behalf of ANC 2F; and Timothy A. Christensen, on behalf of Logan Circle Community Association, are signatories to the Amendment.


Accordingly, it is this 18th day of December, 2013, **ORDERED** that:


1. The above-referenced Amendment to Settlement Agreement, dated November 6, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreements, not amended by the Amendment to Settlement Agreement, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 2F, and Timothy A. Christensen, on behalf of Logan Circle Community Association

Second Home, LLC
t/a Number Nine
License No. ABRA-086354
Page 3

District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Donald Brooks, Member


Mike Silverstein, 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).

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary Agreement ("Amendment") is made this 6th day of November, 2013 by and between Second Home, LLC t/a Number Nine ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F"), the Logan Circle Community Association and the Rhode Island Avenue West Neighborhood Association ("RI West") (jointly "the Community").

WITNESSTH

WHEREAS, Applicant, holder of a Retailer's Class CT License No. ABRA-086354, has applied to the Alcoholic Beverage Control Board ("ABC Board") for approval of earlier operating and sales of alcoholic beverages hours for its licensed premises at 1435 P Street, NW;

WHEREAS, the community is supportive of Applicant's operation of the establishment and is supportive of its request for earlier hours;

WHEREAS, Applicant has agreed to enter into this Amendment agreement with the Community and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of those certain written Voluntary Agreement dated September 10, 2002, and March 15, 2005, as approved by the ABC Board;

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Incorporation of Voluntary Agreement dated September 10, 2002 and March 15, 2005. The parties agree to incorporate the terms of those certain Voluntary Agreement dated September 10, 2002 and March 15, 2005, copies of which are attached hereto. Applicant agrees to adhere to the terms of and amendments to those said agreements in the operation of its business during the earlier hours agreed to below by this Amendment.
3. Section 9 Hours of Operation of the September 10, 2002 Voluntary Agreement is amended. Section 9 Hours of Operation of that certain Voluntary Agreement dated September 10, 2002 is amended hereby to read:

Hours of Operation for Sales, Service and Consumption of Alcoholic Beverages:
The Applicant's hours of operation shall be as follows:

Sunday - Thursday 12:00 pm (noon) to 1:45 am
Friday - Saturday 12:00 pm (noon) to 2:45 am

Hours of Operation for Sales, Service and Consumption of Alcoholic Beverages
on the ~~Summer Garden Patio~~: sidewalk cafe
The Applicant's hours of operation shall be as follows:

Sunday - Thursday 12:00 pm (noon) to 11:00 pm
Friday - Saturday 12:00 pm (noon) to 12:00 am

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general or special event extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4am.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first written above.

WITNESS:

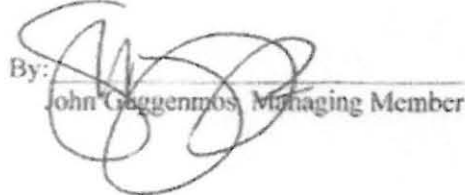
APPLICANT:

THE COMMUNITY:

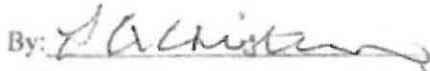
SECOND HOME, LLC

Advisory Neighborhood Commission 2F

By: 
Matt Raymond, Chairman

By: 
John Guggenmos, Managing Member

Logan Circle Community Association

By: 
TIMOTHY CHRISTENSEN, PRESIDENT

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

_____)	
In the Matter of:)	
)	
Second Home, LLC)	
t/a Number Nine)	
)	
Holder of a)	
Retailer's Class CT License)	License No. ABRA-086354
)	Order No. 2013-028
at premises)	
1435 P Street, N.W.)	
Washington, D.C. 20005)	
_____)	

Second Home, LLC, t/a Number Nine (Licensee)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

Timothy A. Christensen, on behalf of Logan Circle Community Association

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Second Home, LLC, t/a Number Nine, (Licensee), ANC 2F, and Logan Circle Community Association entered into a Voluntary Agreements (Agreements), dated September 10, 2002 and March 15, 2005, that govern the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (also known as Amendment to Voluntary Agreement), dated November 14, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the

Second Home, LLC
t/a Number Nine
License No. ABRA-086354
Page 2

Licensee's hours of operation and sales of alcoholic beverages.

All terms and conditions of the original Agreements, not amended by the Amendment to Settlement Agreement, shall remain in full force and effect.

The Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Matt Raymond, on behalf of ANC 2F; and Timothy A. Christensen, on behalf of Logan Circle Community Association, are signatories to the Amendment.

Tim Hillard submitted correspondence, dated November 29, 2012, indicating that Rhode Island Avenue West Neighborhood Association, of which Mr. Hillard was the president, was no longer active. Therefore, Mr. Hillard requested that the association be removed as a signatory to the Amendment to Settlement Agreement.

Accordingly, it is this 23rd day of January, 2013, **ORDERED** that:

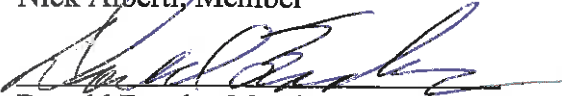
1. The above-referenced Amendment to Settlement Agreement, dated November 14, 2012, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee, ANC 2F, and Timothy A. Christensen, on behalf of Logan Circle Community Association

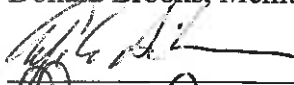
Second Home, LLC
t/a Number Nine
License No. ABRA-086354
Page 3

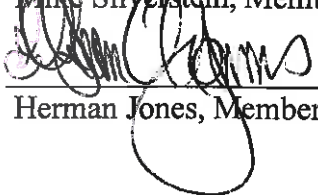
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, 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.

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary Agreement ("Amendment") is made this 14th day of November, 2012 by and between Second Home, LLC t/a Number Nine ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F"), the Logan Circle Community Association and the Rhode Island Avenue West Neighborhood Association ("RI West") (jointly "the Community").

WITNESSTH

WHEREAS, Applicant, holder of a Retailer's Class CT License No. ABRA-086354, has applied to the Alcoholic Beverage Control Board ("ABC Board") for approval of earlier operating and sales of alcoholic beverages hours for its licensed premises at 1435 P Street, NW;

WHEREAS, the community is supportive of Applicant's operation of the establishment and is supportive of its request for earlier hours;

WHEREAS, Applicant has agreed to enter into this Amendment agreement with the Community and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of those certain written Voluntary Agreement dated September 10, 2002, and March 15, 2005, as approved by the ABC Board;

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

1. Recitals Incorporated The recitals set forth above are incorporated herein by reference.

2. Incorporation of Voluntary Agreement dated September 10, 2002 and March 15, 2005. The parties agree to incorporate the terms of those certain Voluntary Agreement dated September 10, 2002 and March 15, 2005, copies of which are attached hereto. Applicant agrees to adhere to the terms of and amendments to those said agreements in the operation of its business during the earlier hours agreed to below by this Amendment.

3. Section 9 Hours of Operation of the September 10, 2002 Voluntary Agreement is amended. Section 9 Hours of Operation of that certain Voluntary Agreement dated September 10, 2002 is amended hereby to read:

Hours of Operation: The Applicant's hours of operation shall be as follows:

Sunday – Thursday	12:00 pm to 1:45 am
Friday – Saturday	12:00 pm to 2:45 am

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first written above.

WITNESS:

APPLICANT:

THE COMMUNITY:

SECOND HOME, LLC

Advisory Neighborhood Commission 2F

By Michael B. Berger

By John G. Gigenjos, Managing Member

Logan Circle Community Association

By Timothy A. Christensen
TIMOTHY A. CHRISTENSEN, PRESIDENT

Rhode Island West Neighborhood
Association

By: _____

November 29, 2012

Fred Moosally
Director, ABRA
2000 14th Street NW
Suite 400S
Washington, DC 20009

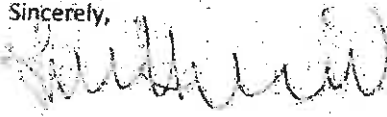
Dear Mr. Moosally:

This letter is to inform you that the Rhode Island Avenue West Neighborhood Association, of which I was President, is no longer active.

I ask that the organization be removed as a signatory to the Voluntary Agreement for what is now the licensee operating as NHe.

If I can answer any questions, I am available via the contact information below.

Sincerely,



Tim Hillard
1317 Rhode Island Avenue NW
#201
Washington, DC 20005
202-265-3229
tehillard@msn.com

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

In the Matter of:)

Logan Circle Spectrum, LLC)

t/a Halo)

Holder of a Retailer's License)

Class CT at premises)

1435 P Street, N.W.)

Washington, D.C.)

Licensee)

Application no.: 50201

Order no.: 2005-79

Advisory Neighborhood Commission 2F, the Logan Circle Community Association, the Rhode Island West Neighborhood Association, and Logan Circle Spectrum, LLC,
Signatories

BEFORE: Charles A. Burger, Chairperson

Vera M. Abbott, Member

Judy A. Moy, Member

Audrey E. Thompson, Member

Peter B. Feather, Member

Albert G. Lauber, Member

Eartha Isaac, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

On April 15, 2005, Advisory Neighborhood Commission 2F, the Logan Circle Community Association, the Rhode Island West Neighborhood Association, and Logan Circle Spectrum, LLC, Signatories, filed an amendment, dated March 15, 2005, to the Licensee's existing voluntary agreement, dated September 10, 2002, for approval by the Board, in accordance with Title 23 of the District of Columbia Municipal Regulations ("DCMR") § 1609.4 (2004).

The official records of the Board reflect that the Signatories have reached an amendment to the existing voluntary agreement, dated September 10, 2002, which has been reduced to writing and has been properly executed and filed with the Board. The amendment states that the licensed premises at 1435 P Street, N.W., is expanded to include use of the 1st floor, thereby increasing the occupancy of the licensed premises from 110 persons to 220 persons. Having determined that the March 15, 2005 amendment to the existing voluntary agreement complies with all applicable laws and regulations, the Board does hereby, this 18th day of May 2005, **APPROVE** the

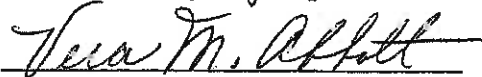
Logan Circle Spectrum, LLC
t/a Halo
Application no. 50201
Page two

amendment and **INCORPORATE** the text of the same into this Order. Copies of this Order shall be sent to the Signatories.

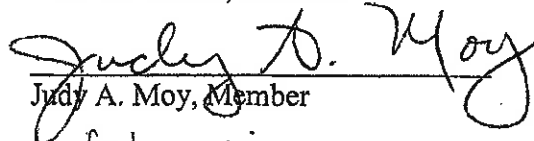
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



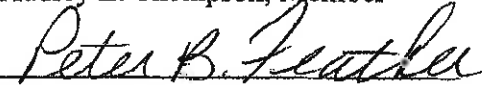
Vera M. Abbott, Member



Judy A. Moy, Member

Not voting

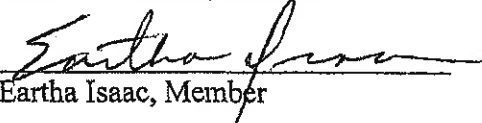
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

2005 APR 15 P 2:08

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 15th day of MARCH, 2005, by and between Logan Circle Spectrum, LLC T/A HALO ("Applicant") AND Advisory Neighborhood Commission 2F ("ANC2F"), the Logan Circle Community Association ("LCCA"), and the Rhode Island West Neighborhood Association ("RI West") (jointly "the Community").

WITNESSETH

WHEREAS, Applicant has applied to the Alcoholic Beverage Control Board ("ABC Board") for approval of the expansion of its licensed premises at 1435 P Street, N.W., Washington, D.C., to include use of the 1st floor combined with the existing 2nd floor use, and to include an increase in occupancy from 110 persons to approximately 220 persons.

WHEREAS, the Community, is supportive of Applicant's operation of the establishment and is supportive of its request for expansion;

WHEREAS, the Applicant has agreed to enter into this Agreement with the Community and to request further that the ABC Board approve the Applicant's expansion request conditioned upon Applicant's compliance with the terms of that certain written Voluntary Agreement, dated September 10, 2002, as approved by the Board;

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. Incorporation of Voluntary Agreement dated September 10, 2002. The

parties agree to incorporate by reference the terms of that certain Voluntary Agreement dated September 10, 2002, a copy of which is attached hereto. Applicant agrees to adhere to the terms of said agreement in the operation of the business in the expanded premises to include the 1st and 2nd floor.

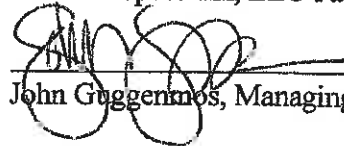
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

WITNESS:

APPLICANT:

Logan Circle Spectrum, LLC t/a HALO

By:


John Guggenmos, Managing member

THE COMMUNITY:


Advisory Neighborhood Commission 2F

By:

Chasen D. Reed, Chairman


Logan Circle Community Association

By:


FRANK MOBILIO

Rhode Island West Neighborhood Association

By:


Timothy Hillard, President

LAW OFFICES
O'BRIEN & LONG
Suite 208
2600 VIRGINIA AVENUE, N.W.
WASHINGTON, D.C. 20037

STEPHEN J. O'BRIEN
STUART J. LONG
MICHAEL D. FONSECA

(202) 625-7700

FACSIMILE
(202) 625-7706

OF COUNSEL
BARBARA LEE SMITH

April 15, 2005

Alcoholic Beverage Control Board
941 North Capitol Street, N.E.
7th Floor
Washington, D.C. 20002

Attention: Laura Byrd

Re: Application No. 50201,
Logan Circle Spectrum, LLC
t/a Halo
1435 P Street, N.W.
holder of a Retailer's Class CT license

OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL BOARD
COMMUNICATIONS SECTION
APR 15 2 06
COPY

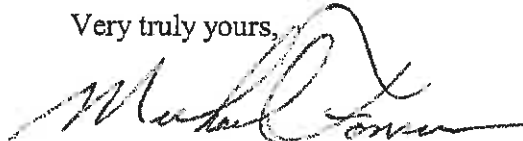
Dear Members of the Board:

Pending before the Board is our client's application for expansion of its premises to include use of the 1st floor with an increase in occupancy of approximately 110 persons.

Submitted herewith is the March 15, 2005 Voluntary Agreement (with original signatures) between the licensee, Advisory Neighborhood Commission 2F, the Logan Circle Community Association and the Rhode Island West Neighborhood Association. This agreement incorporates the terms of the September 10, 2002 voluntary agreement between the parties as conditions to the operation of the expanded establishment.

The Board's earliest issuance of an Order incorporating the Voluntary Agreement and approval of the licensee's expansion request into the ABC license is appreciated sincerely.

Very truly yours,



Michael D. Fonseca

Enclosures

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

In the Matter of:)	
)	
Logan Circle Spectrum, LLC)	
t/a VIBE)	
)	
Application for a Retailer's Class)	Case no. 50201-03/004P
CT License (renewal))	2002-261
at premises)	
1435-B P Street, N.W.)	
Washington, D.C.)	

Helen Kramer, Chair, on behalf of Advisory Neighborhood Commission 2F, Protestant

Stephen J. O'Brien, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on November 6, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, filed timely opposition.


The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 10, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Logan Circle Spectrum, LLC
t/a VIBE
Page two


Accordingly, it is this 13th day of November 2002, **ORDERED** that:

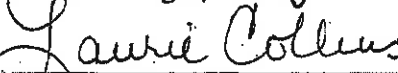
1. The opposition of Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, is **WITHDRAWN**;
2. The application of Logan Circle Spectrum, LLC t/a VIBE for a retailer's class CT license (renewal) at 1435-B P Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

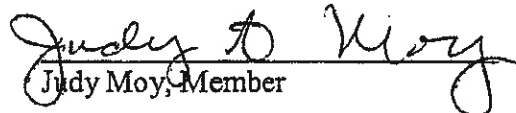
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair

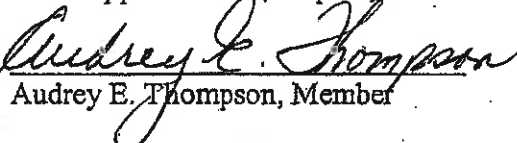
Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member

Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 10th day of September, 2002, by and between Logan Circle Spectrum, LLC T/A Vibe ("Applicant") AND Advisory Neighborhood Commission 2F ("ANC2F"), the Logan Circle Community Association ("LCCA"), and the Rhode Island West Neighborhood Association ("RI West") (jointly "the Community").

WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CT for the premises at 1435B P Street, N.W., Washington, D.C.;

WHEREAS, the Community, is considering support of Applicant's license; and

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

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 Business. The Applicant will manage and operate an upscale and stylish sit-down cocktail lounge in a comfortable plush environment with a high emphasis on service for an occupancy of no more than 80 patrons, as noted below. The Applicant will provide seating for at least 60 patrons. Any change from this model shall be considered by all

parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.

3. Parking. The Applicant fully recognizes the importance of parking not only for its success, convenience for its patrons but also the level of its importance to the Community. As such, the Applicant shall maintain parking for the establishment at the minimum ratio of one (1) parking space for every three (3) patrons based on the maximum occupancy of the establishment provided in paragraph 10 (27 spaces). The Applicant has an agreement with the Washington Plaza Hotel for such an allocation on a nightly basis. Patrons who present their Washington Plaza Hotel parking ticket will receive a validation stamp that will provide them free parking for a period of time, which will be not less than two (2) hours. Patrons will not be required to make a purchase to qualify for a validation stamp. The Applicant shall have a sign posted at the front entrance to the establishment providing specific directions to the off-site parking, and noting that it is free to park.

The Applicant has not limited its search for convenient and available parking in the immediate vicinity of the establishment to that of the Washington Plaza Hotel. The Applicant is also pursuing other parking possibilities, including valet parking on weekends. These parking possibilities can be utilized collectively or independently depending on the night of the week and the demand for parking. This agreement is not final until parking contract(s) have been concluded and are attached to this document. The free parking requirement shall be a condition of this license. This Applicant and the Community will reevaluate the parking in one (1) year from the date of the execution of this agreement to negotiate in good faith the need for additional free parking or valet parking service on weekends.

4. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. The windows, located at the front of the building and facing Fresh Fields supermarket, will remain closed during the hours of operation. The building does not have any common walls with any residential property and there are no openings other than the front of the building. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

5. Public Space and Trash. Applicant agrees to obtain a dumpster to be placed in the rear of the building and to contract with a commercial trash hauler for pickup at least twice per week. Applicant agrees to maintain such dumpster in a locked and completely closed position. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will also police the immediate alley and sidewalk (up to and including the curb) twice daily for refuse and other materials and maintain a clean presence in these areas. Applicant will not install exterior public pay telephones.

6. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or entertainment. Applicant may regularly employ a DJ; however, Applicant agrees not to use the establishment for special DJ promotions and/or fundraising events for third parties,

including, but not limited to, non-profit organizations. Such use shall be deemed to be a major change in operations, requiring approval by the ABC Board.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. At the present time, the intended pest control company shall be Conquest pest control. Applicant shall provide proof of its rat and vermin control contract upon request of the Community.

8. Security. Applicant shall post one employee to control unruly patrons, whether inside or in the immediate outside area. Further, this employee, aided by signage at the entrance, will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.

9. Hours of Operation. The Applicant's hours of operation shall be as follows:

Sunday – Thursday 5:00 p.m. to 1:45 a.m.

Friday – Saturday 5:00 p.m. to 2:45 a.m.

10. Square Footage and Occupancy. The square footage of the establishment is 20 feet by 60 feet for a total of 1200 square feet. The currently applied for maximum occupancy of the establishment is 80 persons. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy without amendment of this Agreement.

11. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel.

Applicant, upon notice from the ANC, LCCA, or RI West shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

12. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

13. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

14. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days' notice, 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, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

1. If to Applicant, to:

John Guggenmos
1401 Rhode Island Avenue
Suite 100
Washington, D.C. 20005
With a copy to:

Babak Movahedi, Esq.
1701 Q Street, N.W.
Washington, D.C. 20009

2. If to ANC2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 – Mid-City Station
Washington, D.C. 20005

3. If to LCCA, to:

Logan Circle Community Association
Attn: President
Mid City Station – P.O. Box 12007
Washington, D.C. 20005

4. If to RI West, to:

Timothy Hillard
1317 Rhode Island Avenue. NW
Washington, D.C. 20005

Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. 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 Alcoholic Beverage Control Board.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

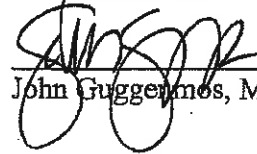
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

WITNESS:

APPLICANT:

Logan Circle Spectrum, LLC T/A Vibe

By:

 Logan Circle Spectrum LLC
John Guggerinos, Managing member

THE COMMUNITY:

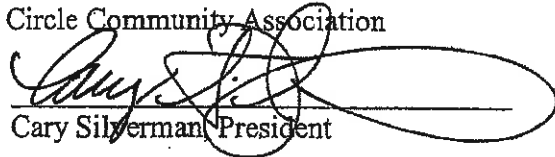
Advisory Neighborhood Commission 2F

By:


Helen M. Kramer, Vice Chair


Logan Circle Community Association

By:


Cary Silverman, President

Rhode Island West Neighborhood Association

By:


Timothy Hillard, President

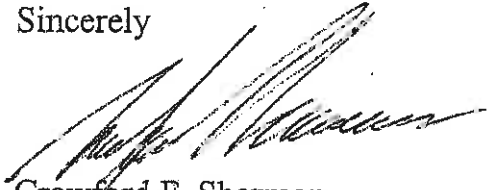
WASHINGTON PLAZA

September 10, 2002

To whom it may concern:

Please be advised that the Washington Plaza Hotel has agreed to sell Logan (Circle, Spectrum LLC T/A vibe), books of parking stamps, at the rate of \$400.00 for a book of 100 stamps and that there is a minimum of 27 parking spaces available for use by vibe on a nightly bases. The stamps are intended for use by the guests, patrons and employees of vibe in order to utilize off site parking of the Washington Plaza. The stamps will be redeemed by guests, patrons and employees at the following rate of one stamp for one hour of free parking or two stamps for the entire day rate.

Sincerely



Crawford F. Sherman
General Manager

CFS/sdp

2002 NOV 14 PM 3 35

Logan Circle
COMMUNITY ASSOCIATION

4 PM 3 30

P.O.Box 12007 Mid City Station NW • Washington, DC 20005 • www.logancircle.org

November 8, 2002

Via First Class Mail

Mr. Roderick Woodson
Chairman
Alcoholic Beverage Control Board
941 North Capital Street, N.W., 7th Floor
Washington, D.C. 20002

**Re: *Logan Circle Spectrum, LLC T/A Vibe
Application for CT License, Voluntary Agreement***

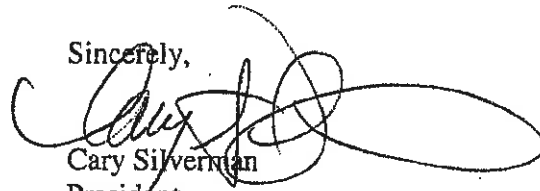
Dear Chairman Woodson:

Enclosed, on behalf of the Logan Circle Community Association, Rhode Island West Neighborhood Association, and Advisory Neighborhood Commission 2F ("ANC 2F"), please find an original of the above referenced Voluntary Agreement for your records. It is my understanding that the Applicant previously submitted a copy of this Voluntary Agreement with its application and it has been accepted by the Board.

If the Board has not yet accepted the Voluntary Agreement, please consider this letter as our formal request to accept the Voluntary Agreement and incorporate its terms into the Applicant's license. The community supports the application, subject to the terms, conditions, and restrictions of the enclosed Voluntary Agreement.

If you have any questions or require additional information, please do not hesitate to contact me at (202) 238-9109 or CSilverman@logancircle.org.

Sincerely,



Cary Silverman
President

Enclosure

cc: Helen Kramer, Chair, ANC 2F
John Guggenmos, Applicant
Babak Movahedi, Esq., Attorney for Applicant

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

In the Matter of:

Second Home, LLC
t/a Number Nine

Holder of a
Retailer's Class CT License

at premises
1435 P Street, NW
Washington, D.C. 20005

License No.: ABRA-086354

Order No.: 2020-086

Second Home, LLC, t/a Number Nine, Licensee

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT AND ON
SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Second Home, LLC, t/a Number Nine (Licensee), located at 1435 P Street, NW, Washington, D.C., ANC 2F, and Logan Circle Community Association entered into a Settlement Agreement (Original Agreement), dated March 14, 2014, that governs the operations of the Licensee's establishment.

This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated January 8, 2020. On December 7, 2019, Logan Circle Community Association voted to remove itself as a party to the Original Agreement, dated March 14, 2014. The Amendment has been reduced to writing and has

been properly executed and filed with the Board. The Licensee; Chairperson John Fanning, on behalf of ANC 2F; and Pamela Wessling, on behalf of Logan Circle Community Association; are signatories to the Amendment.

Subsequently, the Licensee and ANC 2F entered into a new Settlement Agreement (Agreement), dated January 8, 2020, which replaces and supersedes the Original Agreement.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 5th day of February, 2020, **ORDERED** that:


1. The above-referenced Amendment to Settlement Agreement and Settlement Agreement, dated January 8, 2020, submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification to the Settlement Agreement:

Subsection 3(b)(i) (Interior Hours of Operation & Interior Hours of Sales, Service, and Consumption of Alcoholic Beverages) – This Subsection shall be removed.


The parties have agreed to this modification.

2. The Settlement Agreement, dated January 8, 2020, replaces and supersedes previous Settlement Agreements between the Licensee, ANC 2F, and Logan Circle Community Association; and
3. Copies of this Order shall be sent to the Licensee and ANC 2F.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

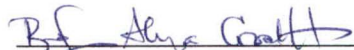


James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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).

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT TO SETTLEMENT AGREEMENT ("Agreement") is made on this ___ day of January 2020 by and between Second Home, LLC t/a Number Nine ("Licensee"); and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

- (a) Licensee holds a Retailer Class CT License (the "License") for a business establishment ("Establishment") located at 1435 P Street, NW, Washington, DC (the "Premises"); and,
- (b) Licensee desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) WHEREAS, Licensee and the ANC desire to enter into this new Settlement Agreement to replace and supersede the existing Voluntary Agreement (ABC Board Order No. 2014-095) which accurately reflects the current operations at the Establishment and License Endorsements; 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. Removal of Logan Circle Community Association from Agreement. The Logan Circle Community Association, a signatory to the original Voluntary Agreement, voted on December 7, 2019, during its duly noticed monthly meeting with a quorum present, to remove itself as a party to the Agreement, as evidenced by its December 9, 2019 letter to the ABC Board affirming the same and reaffirmed by its signature immediately below.
3. Replaced Settlement Agreement. The Voluntary Agreement, most recently amended on March 14, 2014 (ABC Board Order No. 2014-095) is amended hereby replacing the entire amended Voluntary Agreement with the Agreement on the following page.

LOGAN CIRCLE COMMUNITY ASSOCIATION

By: *Pamela Wessling*
Pamela Wessling, President

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: *John Fanning*
John Fanning, Chairman

SECOND HOME, LLC

By: *Joh*
Joh Guggenmos, Managing Member

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ___ day of January 2020, by and between Second Home, LLC t/a Number Nine ("Licensee"); and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) WHEREAS, Licensee holds a Retailer's Class C Tavern ABC license with Holiday Extension, Entertainment, and Sidewalk Cafe Endorsements (ABRA-086354) ("License") at a business establishment ("Establishment") located at 1435 P Street, NW, Washington, DC ("Premises");

(b) WHEREAS, Licensee and the ANC originally entered into a Voluntary Agreement on September 10, 2002;

(c) WHEREAS, the 2002 Voluntary Agreement was then incorporated by reference into a subsequent Voluntary Agreement between Licensee and the ANC on March 15, 2005;

(d) WHEREAS, Licensee and the ANC first amended the 2005 Voluntary Agreement on November 14, 2012 (ABC Board Order No. 2014-095);

(e) WHEREAS, Licensee and the ANC again amended the 2005 Voluntary Agreement on March 14, 2014, bringing the length of the Voluntary Agreements, Amendments, Board Orders, and other accompanying documentation to twenty-seven (27) pages;

(f) WHEREAS, Licensee and the ANC agree that the current Voluntary Agreement has become both outdated and unwieldy and no longer reflects the ANC's potential concerns about Licensee's operation of the Establishment;

(g) WHEREAS, the ANC is supportive of Licensee's responsible operation of the Establishment for the last seventeen (17) years in Logan Circle;

(h) WHEREAS, Licensee and the ANC desire to enter into this new Settlement Agreement to replace and supersede the existing Voluntary Agreement (ABC Board Order No. 2014-095) which accurately reflects the current operations at the Establishment and License Endorsements; and

(i) WHEREAS, Licensee desires to cooperate with the ANC in order to mitigate potential concerns related to the impact of operation of the Establishment on the surrounding community, and the Parties wish to enter into a superseding Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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.** Licensee operates an upscale and stylish cocktail lounge on the first and second floors of 1435 P Street, NW. Licensee shall not exceed the maximum occupancy load on

the Establishment's Certificate of Occupancy. Any change from this model may require prior approval by the ABC Board.

3. Interior Hours of Operation & Interior Hours of Sales, Service, and Consumption of Alcoholic Beverages.

a. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Licensee's hours will not exceed the following:

- i. Sunday through Thursday: 12:00 pm – 2:00 am; and
- ii. Friday & Saturday: 12:00 pm – 3:00 am.

It is understood by the parties that the last sales of alcoholic beverages ("last call") shall occur 15 minutes or more prior to closing; however, patrons shall be permitted to consume any alcoholic beverages purchased before or at "last call" until the close of business.

- b. Exceptions to the standard hours shall be granted for:
- i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Licensee may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours; and
 - iii. On January 1 of each year Licensee may operate until 4:00 am.

4. Interior Hours of Entertainment. Licensee's hours of Entertainment after 6:00 pm will not exceed the following:

- a. Sunday through Thursday: 6:00 pm – 1:45 am; and
- b. Friday & Saturday: 6:00 pm – 2:45 am.

The ANC will not object to Licensee applying for a One Day Substantial change, in accordance District law, so that it may offer entertainment until 3:45 am on January 1 of each year.

5. Sidewalk Café. Licensee may have outside seating in accordance with the sidewalk café endorsement on its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 13 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee and approval by the ABC Board. Licensee's Hours of Operation & Hours of Sales, Service, and Consumption of Alcoholic Beverages on the Sidewalk Café shall not exceed the following:

- a. Sunday through Thursday: 12:00 pm – 11:00 pm; and
- b. Friday & Saturday: 12:00 pm – 12:00 am.

There is no Entertainment Endorsement on the Sidewalk Cafe. Licensee will inspect the Sidewalk Cafe regularly for compliance.

6. **Noise.** Licensee shall adhere to DC Code § 25-725 with respect to emanation of noise from the establishment. Licensee shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Licensee shall not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or directed at the Sidewalk Cafe.
7. **Public Space and Trash.** Licensee shall keep the sidewalk (up to and including the curb), tree boxes, and alley free of litter, bottles, chewing gum, trash, cigarette butts and other debris in compliance with D.C. Code and Municipal Regulations. Licensee shall police these areas daily for refuse and other materials. Licensee shall also provide cigarette urns and cigarette butt receptacle wherever patrons gather to smoke.
8. **Trash and Recycling.** Licensee will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Licensee further agrees to hold all trash, food waste, and recycling within the building, until the morning of the scheduled pick-up. Licensee shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Licensee's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
9. **Rat and Vermin Control.** Licensee will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for weekly control for the interior and exterior of the premises as needed to control pests. The professional will use, correctly locate, and secure enclosed rat traps (not bait stations), replace worn out parts inside the traps periodically and take reasonable measures to prevent food and grease from washing down alleys and streets. Power washing in surrounding areas is prohibited. Trash receptacles should be removed from the premises monthly to be cleaned.
10. **Patrons.** Licensee shall take reasonable steps to prevent its patrons from causing unreasonable noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing. Licensee shall direct an employee to monitor patrons' departure at closing to prevent patrons from causing unreasonable noise or disturbances in front of, or immediately adjacent to, the Establishment.
11. **Complaint File.** The Establishment's website will prominently feature an email address, currently info@NumberNineDC.com, for an individual to which any comments about the operation of the establishment may be addressed. The Licensee shall maintain a file for every complaint lodged with the establishment through the website that relates to this Agreement. The file shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information, including email address, provided by the complainant, and the response taken by the Licensee. Every complaint shall be kept on file, either electronic or hard copy format, in the complaint log book for one year from the date on which the complaint was made. Licensee shall make the

complaint log available to the Board for inspection and copying upon reasonable advance request.

Licensee shall have security cameras in several locations which record and store information for at least 30 days whose recordings shall be made available to representatives of ABRA or MPD upon request.

12. **Agreement Available Upon Demand.** A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
13. **Compliance with ABRA Regulations.** Licensee shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding operations of the licensed Establishment.
14. **Participation in the Community.** Licensee is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F meetings upon request. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
15. **License Ownership.** Licensee agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Licensee agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
16. **Superseding and Binding Effect.** This Agreement replaces the existing Settlement Agreement and its accompanying amendments most recently incorporated in ABC Board Order #2014-095, dated March 19, 2014. This Agreement shall be binding upon and enforceable against the successors of the Licensee.
17. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
18. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order, and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Licensee: John Guggenmos
Second Home, LLC
1301 Rhode Island Avenue, NW, #3
Washington, DC 20005


If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By:  _____
John Fanning, Chairman

SECOND HOME, LLC

By:  _____
John Guggenmos, Managing Member