

Cost Plus, Inc.
t/a World Market
Application No. 60985
Page two

District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

Vera M. Abbott, Member



Judy A. Moy, Member



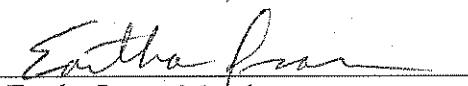
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, Member

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.

VOLUNTARY AGREEMENT

GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

THIS VOLUNTARY AGREEMENT (the "Agreement") made this 27th day of September, 2005, by and between Cost Plus, Inc. t/a World Market ("Applicant") and ANC 3E (hereinafter referred to as "Protestant").

2005 SEP 27 12:09
REC'D BY [Signature]

RECITALS

WHEREAS, Applicant has applied for transfer of an alcoholic beverage Retailer's License B (the "License") for premises located at 5335 Wisconsin Avenue, NW, Washington, DC (the "Premises") for the operation of a retail store selling furniture, home furnishings, gourmet foods, beer and wine;

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

WHEREAS, the parties have agreed to enter into this Agreement and request the District of Columbia Alcoholic Beverage Control Board (the "Board") to approve the issuance of the License, conditioned upon Applicant's compliance with the terms and conditions of this written agreement.

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Floor Space Dedicated to Display of Alcohol. No more than one thousand five hundred (1500) square feet of the Premises, which Premises is comprised of seventeen thousand seven hundred eighty nine (17,789) square feet, shall be dedicated to the display for sale of beer and wine. Notwithstanding the foregoing, Applicant may expand the areas dedicated to the display of beer and wine during holiday seasons and for special promotions, so long as such areas do not exceed two thousand (2000) square feet. At no time shall the areas dedicated to the display of beer and wine exceed fifteen (15%) of the total sales display area.
3. Excluded Items. Applicant will not sell kegs, cold alcoholic beverages, or offer single servings of ice.
4. Signage. Applicant shall not display banners on the exterior of the building promoting, advertising or mentioning beer, wine, or other alcoholic beverages.

5. Hours of Alcoholic Beverage Sale. Applicant shall not sell alcoholic beverages between the hours of 10:00 p.m. and 9:00 a.m. daily.

6. Parking. Applicant shall provide parking validation for its customers. The parking validation may be by way of validating parking ticket or by discount given at the register, at the Applicant's option. Applicant shall, subject to regulatory requirements, post notice of the availability of the parking credit provided for in this section at the two (2) entrances to the parking garage in a conspicuous place.

7. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing of such violation. Any notices required to be given 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:

If to Applicant:

Cost Plus, Inc. t/a World Market
5335 Wisconsin Avenue, NW
Washington, DC 20015

With a copy to:

Andrew J. Kline, Esquire
1225 Nineteenth Street, NW
Suite 320
Washington, DC 20036

If to Protestant:

ANC 3E
c/o Lisner Home, Suite #219
Washington, DC 20016

Either party may change the notice addresses listed above by written notice to the other party 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.

8. Full Force and Effect. This Agreement shall remain in full force and effect as long as the Applicant holds an alcoholic beverage control license, from renewal to renewal, and shall be binding upon the Applicant, its successors, assigns and any transferee of a Class B alcoholic beverage control license at the Premises. In the event of a sale or transfer of the store, lease and/or alcoholic beverage control license, this

Agreement shall be binding upon the buyer or transferee or holder of such license. In the event of a proposed sale or transfer of the license involving a proposed substantial change in the nature of the business, the Applicant shall comply with the provisions of D.C. Code Section 25-404.

9. Withdrawal of Protest. In consideration of Applicant's agreement to the provisions of this Voluntary Agreement, the Protestant hereby withdraws its protest to the issuance of the License.

10. Acceptance of Agreement by Board. If the Board shall not accept this Agreement in its entirety, Protestant's consent to the issuance of the license shall be deemed withdrawn and the protest shall be deemed reinstated, provided, however, that any challenge Applicant may assert to the validity of the protest shall not be waived.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and shall not be changed or terminated orally. There are no other warranties or representations made or relied upon by any of the parties to this matter other than those expressly set forth in said Agreement. This Agreement shall be construed in accordance with the laws of the District of Columbia.

12. 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.

13. Successors and Partial Invalidity. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction or the Alcoholic Beverage Control Board to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

APPLICANT:

COST PLUS, INC. t/a WORLD MARKET

By: 

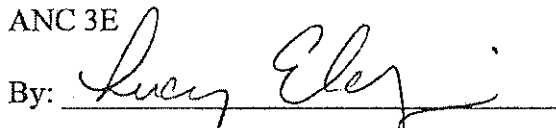
Print Name: Michael J. Allen

Title: EVP- Stores

Date Signed: Sept 21, 2005

PROTESTANT:

ANC 3E

By: 

Print Name: LUCY ELDRIDGE

Title: ANC 3E04 Commissioner

Date Signed: Sept. 21, 2005

LAW OFFICES

ANDREW J. KLINE

1225 NINETEENTH STREET, N.W.
SUITE 320
WASHINGTON, D.C. 20036

(202) 686-7600

FAX (202) 293-3130
GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2005 SEP 26 P 12:10

Andrew J. Kline (DC & MD)
akline@klinelawdc.com
Scott H. Rome (DC & MD)
srome@klinelawdc.com
LaQuan S. Partee, Legal Assistant
Lpartee@klinelawdc.com

September 26, 2005

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VIA MESSENGER

Alcoholic Beverage Control Board
c/o Laura Byrd, Adjudication Specialist
941 North Capitol Street, NE
7th Floor
Washington, DC 20002

**RE: Cost Plus, Inc. t/a World Market
Application No. 60985, License No. 72611
5335 Wisconsin Avenue, NW
Washington DC**

Dear Members of the Board:

Enclosed is an amended Voluntary Agreement for submission, which the parties feel will alleviate the Board's concerns regarding parking. Please dismiss the protests and direct the staff to process the issuance of the liquor license as soon as possible.

If you have any questions regarding the foregoing or the enclosed, please do not hesitate to contact me.

Very truly yours,


Andrew J. Kline

AJK/jrj
Enclosure

cc: Lucy Eldridge, ANC 3E (via first class mail w/encl.)
Fred Moosally, Esq. (via e-mail w/attachment)
Zandra Goode (via e-mail w/attachment)
Rhoda Regalado (via first class mail w/encl.)