

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
North Cleveland Park • Forest Hills • Tenleytown

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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made on this 17th day of February, 2015, by and between P&P Coffeehouse LLC t/a P&P Coffeehouse (the "Applicant") and Advisory Neighborhood Commission 3F (North Cleveland Park, Forest Hills and Tenleytown (the "ANC 3F", and collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties wish to enter into a settlement agreement pursuant to D.C. Code § 25-446., governing the operation and maintenance of the establishment in such a manner as to minimize the effect on (1) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic;

WHEREAS, the Applicant applied to the District of Columbia Alcoholic Beverage Board ("ABC BOARD") for a Class "DR" restaurant alcoholic beverage license as defined in D.C. Code § 25-113(a)(2)(B) for the property located in the partial basement of 5015 Connecticut Avenue, NW, Washington, DC 20008, ("the Establishment").

WHEREAS, the parties request that the Alcoholic Beverage Control Board ("ABC Board") approve the Agreement contained herein.

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

1. Applicant shall operate a bona fide counter service restaurant and coffee shop.
2. The Establishment shall have a maximum of 99 seats for the exclusive use of dining patrons. Applicant shall serve alcoholic beverages primarily in conjunction with meal service.
3. Applicant's hours of operation are Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday 8:00 a.m. to 8 p.m.
4. Applicant shall offer food service to all patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant. Applicant will not provide take-out alcoholic beverages.
5. Applicant plans to offer take-out food, but will not have a delivery vehicle. Applicant may contract with a take-out delivery service.

13. 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.

14. In consideration of and in reliance upon the commitments reflected in Paragraphs 1-13 above, the ANC will advise the ABC Board that it does not oppose the granting of the Applicant's Retailer's Class "DR" liquor license.

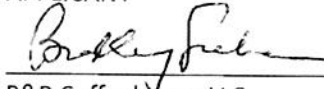
15. This Agreement sets forth the entire understanding of the parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.

16. 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.

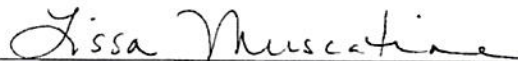
The settlement agreement was approved by ANC 3F at its duly noticed meeting on February 17, 2015, by a vote of 5 to 0 with no abstentions (a quorum being 4).

IN WITNESS WHEREOF, the Parties have affixed hereunto their hands and seals on the year and day first above written.

APPLICANT



P&P Coffeehouse LLC
Bradley Graham, Owner



P&P Coffeehouse LLC
Lissa Muscatine, Owner

ANC



Adam Tope, Chair ANC3F