

## SETTLEMENT AGREEMENT

Made this        day of May, 2016, by and between SUSHI PARA CO. T/A SUSHI SAI (the "Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F (the "ANC" or "ANC 3F"),

### WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for renewal of a Retailer's Class "DR" liquor license for the premises known as 4221 Connecticut Avenue, N.W. (the "Establishment"), License Number ABRA-088557; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans;

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below;

#### *General*

1. Applicant shall manage and operate a *bona fide* restaurant at the Establishment with an emphasis on food.
2. According to the Certificate of Occupancy, the restaurant shall have a maximum of 70 seats and an occupancy load of 80 persons. Beer and wine will be served primarily in conjunction with meal service.

#### *Hours / Conditions of Alcohol Sales*

3. Applicant's hours of operation and sale, service or consumption of alcoholic beverages will be 8:00 a.m. to 12:00 midnight Monday through Sunday.
4. Patrons shall be able to purchase food from the Applicant until 1 (one) hour before closing.

#### *Take-out / Delivery Service*

5. Applicant plans to offer take-out food service. Applicant may offer delivery service through Take-Out Taxi or another delivery service. Applicant will not have delivery trucks.

#### *Music / Entertainment*

6. Applicant shall have no dancing or live entertainment. Applicant shall be permitted to present recorded music inside the restaurant as soft background music for dining; provided, however, that no doors to the exterior of the restaurant

shall be propped open at any time when music is being played in the restaurant.

7. Applicant shall not install or utilize any equipment for the showing of videos or video games or jukeboxes.

#### *Advertising*

8. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the sign permitted by zoning above its establishment. Applicant shall post no signs in public space or outside the restaurant advertising beer and wine sales, happy hours, or the like.

#### *Public Spaces*

9. Applicant shall care for the 35 feet of public space that borders the Establishment on Connecticut Avenue, including provision of suitable plantings, collection of loose trash and garbage, and timely snow and ice removal, if applicable.
10. Applicant shall have the restaurant and surrounding area properly cleaned at the end of each night to ensure there is no garbage or odors. Applicant shall respect the residential building 16 feet away and limit noise after closing hours when disposing of trash and bottles in receptacles, and ensure that trash receptacles remain closed and free of vermin at all times.
11. Applicant shall schedule garbage collection, hood cleaning, and any other activity that causes a noise disturbance in the alley behind Applicant's restaurant only from 9:00 a.m. and 9:00 p.m.

#### *Breach of Agreement / Notifications*

12. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment and the laws and regulations of the District of Columbia in the operation of this establishment.
13. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts, and vice versa. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting to confer and deal in good faith with issues raised under this Agreement or new issues that might arise with regard to the operation of the Establishment. 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 the Applicant 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 grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code §25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:

- a. Sushi Para Co. t/a Sushi Sai  
4221 Connecticut Avenue, N.W.  
Washington, D.C. 20008
- b. Advisory Neighborhood Commission 3F  
4401-A Connecticut Avenue, N.W., PMB 244  
Washington, D.C. 20008-2322

Notice shall be deemed given as of the time of receipt or refusal of receipt.

THEREFORE, in consideration of and in reliance upon the commitments reflected in items 1 through 12 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "DR" license.

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

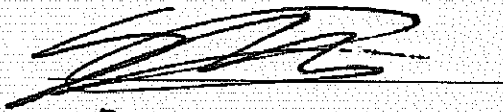
Applicant: Sushi Para Co. T/A Sushi Sai

ANC: Advisory Neighborhood  
Commission 3F

By:

Name:

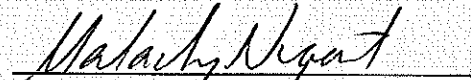
Title:

  
President

By:

Name:

Title:

  
MALACHY NUGENT  
CHAIR, ANC 3F