

## AGREEMENT

Made this 19th day of April 2016, by and between ACACIA SKYLAN, INC., T/A ACACIA WELLNESS BISTRO (the "applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F, North Cleveland Park, Forest Hills, and Tenleytown (the "ANC" or "ANC 3F").

### WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for a Retailer's Class "C" beer and wine license for the premises known as 4340 Connecticut Avenue, N.W., License Number ABRA-080916; and

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

NOW, THEREFORE, in consideration of the premises recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a bona fide restaurant on its premises.
2. The restaurant shall have a maximum of 50 seats inside and the summer garden shall have a maximum of 60 seats outside for the exclusive use of dining patrons. Alcoholic beverages will be served in conjunction with meal service.
3. The bar area shall be for the primary use of patrons waiting for dining service, patrons waiting to be joined by other patrons and patrons waiting for carryout food service.
4. Applicant's hours of operation will be 6:00 a.m. to 2:00 a.m. Monday through Friday, and 8:00 a.m. to 2:00 a.m. Saturday and Sunday. Service and/or consumption of alcoholic beverages shall be 11:00 a.m. to 2:00 a.m. Monday through Sunday.
5. Applicant shall offer food service to its 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.
6. Applicant plans to offer take-out food service, and might also offer delivery service.
7. Applicant shall be permitted to present a guitar player or other instruments and/or recorded music inside the restaurant during all hours of operation. No music shall be played in the summer garden after 12 midnight Monday through Sunday and only unamplified music will be played in the summer garden.
8. Applicant shall not install or utilize any equipment for the purposes of video games or for jukeboxes.
9. Applicant will post no signs on public space advertising liquor sales or happy hours.
10. Applicant will care for the public spaces that border the restaurant on Connecticut Avenue, including provision of suitable plantings.
11. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times.
12. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
13. The licensee shall extend best efforts to not produce any sound, noise, or music of such intensity that it may be unreasonably disturb occupants in any other premises other than the licensed establishment.
14. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.

- 15 Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation, and only after ANC and, when required by rules and regulations, ABC Board approval.
- 15 In consideration of, and in reliance upon, the commitments reflected in paragraphs 1 through 14 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Class "C" license.
- 16 The parties further agree that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

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

APPLICANT, ACACIA SKYLAN, INC.  
T/A ACACIA WELLNESS BISTRO

By: [Signature]

Name: Uzay Tucker

Title: Pres. Lead

Advisory Neighborhood Commission

By: [Signature]  
Malachy Nugent, Chair

Name: MALACHY NUGENT  
(Print)