

SETTLEMENT AGREEMENT

Made this 17th day of July 2018, by and between PKB Enterprise, LLC (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 a new Retailer's Class "IA" (Internet Only) liquor license for the premises known as 4221 Connecticut Avenue, NW (the "Establishment"), License Number ABRA-110478; 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;

Hours

1. Applicant's hours of operation at the above mentioned licensed premises for all purposes – including deliveries, pick-ups, and any other activity that causes a noise (as defined in D.C. Code § 25-724) disturbance – will be within the hours of 9:00 a.m. to 10:00 p.m. Saturday through Sunday.

Public Spaces

To the extent Applicant is able to control deliveries and pick-ups, Applicant will make a reasonable effort to:

2. Use off-street parking for dropping off and retrieving wine;
3. Restrict vehicle parking, including by staff, customers, and vendors, to legal parking locations (including space controlled by the Applicant or the Applicant's landlord);
4. Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.); and
5. Schedule garbage collection pickups between the hours of 9:00 a.m. and 9:00 p.m. if able to do so.

Advertising

6. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by D.C. laws and regulations and those required by law.

Breach of Agreement / Notifications

7. Applicant shall manage and operate in a manner consistent with their ABRA license. As such, 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 applicable laws and regulations of the District of Columbia in the operation of this establishment.
8. The Parties shall maintain open communications and shall endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction 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 for which notice has been given, 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 delivered 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. PKB Enterprises, LLC
4221 Connecticut Avenue, NW
Washington, DC 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.

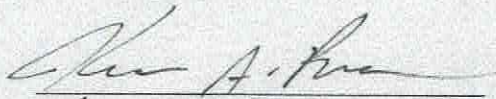
THEREFORE, in consideration of and in reliance upon the commitments reflected in items 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "A" (Internet Only) license.




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

Applicant: PKB Enterprise LLC

ANC: Advisory Neighborhood
Commission 3F

By: 
Name: Kevin A. Brown
Title: CEO, PKB Enterprise, LLC

By: 
Name: Patrick J. Joseph
Title: ANC 3F - Chair