

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT made this _____ day of _____, 2008, by and between 512 Rhode Island Avenue, LLC (“Applicant”) and James Carter, Martin Moulton, Kevin Chapple, _____, _____, _____, _____ (collectively “Protestants”)

RECITALS

WHEREAS, Applicant has applied for a Retailer’s Alcoholic Beverage License Class B for premises at 512 Rhode Island Avenue, NW, Washington, DC (the “License”);

WHEREAS, Protestants have protested the approval and the issuance of the License;

WHEREAS, the parties agreed to enter into this Voluntary Agreement and to request the Alcoholic Beverage Control Board to approve of the issuance of Applicant’s License with the terms and conditions of this Agreement to be incorporated, by Board order, as terms and conditions of the License.

NOW, THEREFORE, in consideration of the recitals set forth above 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. Restrictions on Sales. Applicant agrees to the following restrictions on sales:
 - 2.1 Applicant shall not sell a single container of beer, ale, or malt liquor of 16 ounces or less.

2.2 Applicant shall not sell an individual container of beer, malt liquor or ale with an alcohol content of 8.9% or greater.

3. Limitation on Inventory. No more than 20% of Applicant's inventory for sale in the premises shall be alcoholic beverages. As Applicant currently intends to have five (5) separate refrigerator cases in the premises, this provision shall be enforced by restricting Applicant's inventory for sale to one of the five (5) refrigerator cases.

4. Parking Lot. Applicant shall clear the parking lot of the empty trailers currently being stored there and shall remove debris and trash from the parking lot. The parking lot shall be used solely for the parking of vehicles of Applicant's patrons, employees, owners, trailers with merchandise, delivery vehicles, service vehicles and trash trucks. The parking lot shall not be used for paid parking for monthly parkers or for the patrons of other businesses in the neighborhood. Parking for customers shall be limited to twenty (20) minutes and signs advising of this restriction shall be prominently displayed in the parking area.

5. Security Lighting. Applicant shall install high intensity lighting to illuminate the property and the parking area during hours of darkness. Any damaged or broken lights shall be repaired within seven (7) days of notice from Protestants.

6. Hours of Alcoholic Beverage Sales. Applicant's hours shall be as set forth in its application, as may be amended from time to time in accordance with ABRA and ABC Board procedures.

7. Operations.

7.1 Licensee will not install, nor allow to be installed, any public pay telephones.

7.2 Licensee will retain all trash within the store until immediately before the time of trash removal. The Licensee will not maintain a trash dumpster.

7.3 Licensee shall not sell single cigarettes, cigarette rolling paper, glassine bags, singles Phillies Blunt cigars, or other drug paraphernalia

7.4 Licensee shall require a picture ID from any person appearing to be under thirty years of age prior to selling alcoholic beverages

7.5 Licensee shall prohibit the public consumption of alcohol within or in front of the establishment and its immediately adjacent property

7.6 Licensee shall not sell or distribute disposable cups in quantities of ten or less. Licensee shall not sell nor distribute single servings of ice.

7.7 In accordance with Section 100.1 to Title 23 of the District of Columbia Municipal Regulations ("DCMR"), the Licensee shall limit advertisements in the window to the permitted twenty-five (25%) of the window space. Licensee shall conform to Section 100.2 of Title 23 DCMR by displaying no advertisement of any kind relating to alcoholic beverages on the exterior of any window or the exterior or interior of any door. Licensee agrees that any violation of District of Columbia or Federal law or an ABC regulation, rule, or statute is a material breach of this agreement.

8. Ownership and Transfer.

8.1 Licensee agrees to abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding the ownership of the license and agrees that any violation of the ABRA regulations are a material breach of this agreement. Licensee also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees

to notify any prospective transferee, assignee or successor in interest by contract, statute, or testamentary transfer of the existence of this Agreement and to provide them with a copy.

8.2 This Voluntary Agreement shall be binding upon and enforceable against the successors, heirs, transferees, agents, delegates, and assignees of the Licensee.

9. Maintenance of Premises. Applicant shall maintain the exterior and the parking area clean, neat, and free of litter, and shall inspect, at least once daily, such areas.

10. Amendment of Agreement. Prior to requesting that the Alcoholic Beverage Control Board approve of an amendment to the provisions of this Agreement, Applicant shall endeavor to notify all of the Protestants.

11. Notices. In the event of a violation of the provisions of this Agreements, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

ATTN: Houshang Momenian
512 Rhode Island Avenue, NW
Washington, DC 20001

With a copy by mail, e-mail or fax to:

Andrew J. Kline, Esquire
1225 Nineteenth Street, NW
Suite 320
Washington, DC 20036
Phone: 202-686-7600
Fax: 202-293-3130
akline@klinelawdc.com

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Applicant shall provide a written response to any notification under this Agreement within five (5) business days.

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.

12. Withdrawal of Protest. Protestants hereby request that the Board withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the License.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[SIGNATURES ON FOLLOWING PAGE]