ADVISORY NEIGHBORHOOD COMMISSION 3E

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS

c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015

www.anc3e.org

Resolution Regarding Application by Fork & Spade LLC for Retail Class "C" Restaurant License to Serve Alcoholic Beverages, ABRA-090853

Whereas, Fork & Spade Restaurant LLC ("Fork & Spade") has applied for a Retailer's Class "C" Restaurant license from the District of Columbia Alcoholic Beverage Administration (ABRA) to serve alcoholic beverages in a restaurant to be located at 4619 41st Street, NW;

Whereas, ANC 3E entered in principle a Voluntary Agreement with Fork & Spade intended to address potential neighborhood issues with the planned restaurant the terms of which as discussed at the meeting are to be recorded in a signed agreement delivered by the applicant after the meeting. Upon receipt of such signed agreement, ANC 3E will forward this resolution attaching the co-signed voluntary agreement.

Now therefore be it resolved, ANC 3E, pending receipt of the signed agreement, supports Fork & Spade's application for a Retail Class "C" Restaurant License.

ANC 3E approved this resolution at its meeting on December 13, 2012, which was properly noticed and at which a quorum was present. The resolution was approved by a vote of 4-1-0. Commissioners Jonathan Bender, Matthew Frumin, Tom Quinn, Sam Serebin and Beverly Sklover were present. Commissioner Serebin abstained.

ANC 3E
By Matthew Frumin, Chairperson

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (The "Agreement") made this 10th day of January 2013, by and between Fork 'n Spade Restaurant, LLC and Advisory Neighborhood Commission 3E ("ANC 3E")

RECITALS

WHEREAS, Applicant has applied for a Retailer Class C Restaurant license for premises located at 4619 41st Street, NW, Washington, D.C. (the "Premises") for the operation of a restaurant and bar;

WHERAS, ANC 3E has raised concerns about the issuance to the license;

WHEREAS, the parties have discussed the concerns of ANC 3E and have reached an understanding related to the operation of the establishment;

WHEREAS, the parties have agreed to enter into this Settlement Agreement and request the District of Columbia Alcoholic Beverage Control Board (the "Board") to approve the issuance of the license, conditioned upon Applicant's compliance with the terms and conditions of this written agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions herein after set forth, 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. Advertising. Applicant agrees that it will not advertise the restaurant as a nightclub.

3. Exterior Maintenance and Neighborhood Peace.

Applicant will make sure that the area surrounding the exterior of the restaurant is clean, that the trash is properly disposed of and that the general appearance is in good order.

Applicant will make reasonable efforts to maintain the peace and quiet of the nearby residential neighborhood.

If patrons loiter in nearby parks, open areas or the nearby residential neighborhood, then Applicant will take reasonable steps to discourage activity.

Whenever Applicant features live entertainment after 10:00 p.m., Applicant shall employ a security guard or doorman as reasonably necessary to ensure the Safety of its patrons and the peace and order of the nearby residential neighborhood.

When live music is being played in the establishment, it shall not be audible from the opposite side of Wisconsin Avenue, NW. No music from the establishment, whatsoever, shall be audible in the Tenley Hill condominium located at 4750 41st Street, NW.

The outside seating areas, including any sidewalk café and any summer garden shall close at 11:00 p.m., Sunday through Thursday, and midnight Friday and Saturday. All patrons shall be made to vacate the outside seating areas and any outdoor music shall cease by such times.

Parking in the building shall be available for Applicant's patrons.

4. Kitchen Hours. The kitchen will remain open up until one hour prior to Closing.

5. Community Meetings. Applicant agrees to meet regularly with representatives of a committee to be appointed by ANC 3E at times and locations to be agreed upon by the parties; such meetings will take place once every other month, unless the parties mutually agree that no such meeting is necessary.

If, after the regularly scheduled meetings, excessive noise and loitering persist, then Applicant will hire employees to patrol the neighborhood in a reasonable effort to abate any such problems.

6. Notices. In the event of a violation of the provisions of this Settlement Agreement, Applicant shall be notified in writing of such violation. Any notices required to be given under this Agreement shall be in writing and mailed by certified mail or hand delivered to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

If to Applicant:

Fork n Spade
c/o Alex Bous
4619 41 Street, NW
Washington, DC 20016

With a copy to:

Andrew J. Kline
Veritas Licensing & Legislative Affairs
1225 19th Street, NW, Suite 320
Washington, DC 20036

If to Protestant:

ANC 3E
c/o Lisner Home
Suite #219
Washington, DC 20016

Either party may change the notice addresses listed above by written notice to the other party at the addresses listed above. Failure to give notice shall not constitute Waiver or acquiescence to

the violation, but notice shall be a prerequisite to the tiling of a complaint with the Alcoholic Beverage Control Board.

7. ANC Will Not Protest. In consideration of Applicant's agreement to the provisions of this Settlement Agreement, ANC 3E agrees not to protest the issuance of the License.

8. Acceptance of Agreement by Board. If the Board shall not accept this Agreement in its entirety, ANC 3E's consent to the issuance of the license shall be deemed withdrawn.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and shall not be changed or terminated orally. There are no other warranties or representations made or relied upon by any of the parties to this matter other than those expressly set forth in said Agreement. This Agreement shall be construed in accordance with the laws of the District of Columbia

10. Counterparts. 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.

11. Successors and Partial Invaliditv. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction or the Alcoholic Beverage Control Board to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

12. Authority. Each party who signs the Agreement warrants that he or she is authorized to do so.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

Applicant:
Fork 'n Spade Restaurant, LLC

By: _____
Alex Bous
Date Signed: 1/10/13

Protestant:

ANC 3E

By: _____
Print Name: Matthew Frumin
Date Signed: 1/10/13