

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

TCR, Inc.

T/a JR's Bar & Grill

Application for a Retailer's
Class CT- substantial change
at premises

1519 17th Street, NW
Washington, DC 20005

Case No. 4475-00004P

Douglas E. Fierberg, Esquire, on behalf of resident protestants
Wilbert Washington, Esquire, on behalf of Dupont Circle Citizens Association,
Kyle Pitsor, Chair, on behalf of Advisory Neighborhood Commission (ANC) 2B,
Deborah Barger Hanrahan, (on behalf of solicited protest signatories),
Nancy Fiedler, (on behalf of solicited protest signatories), and
Philip Eugene Carney, (on behalf of solicited protest signatories)
Protestants

David Wilmot, Esquire, on behalf of Applicant

BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA ABBOTT, MEMBER
CHARLES BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY THOMPSON, MEMBER

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on December 8, 1999, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received timely protest letters or opposing petitions from Douglas E. Fierberg, Esquire, on November 22, 1999; Wilbert Washington, Esquire, dated November 23, 1999; Kyle Pitsor, Chair, ANC 2B, dated November 23, 1999; Deborah Barger Hanrahan, on November 23, 1999; Nancy Fiedler, on November 23, 1999; and, Philip Eugene Carney, on November 23, 1999.

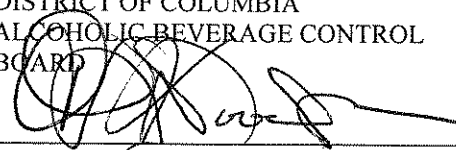
TCR, Inc.
T/a JR's Bar & Grill
Page two

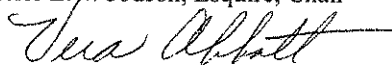
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated December 22, 2000, the protestants and opposing petitioners have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

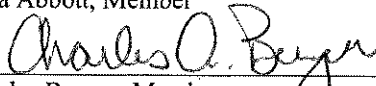
Accordingly, it is this 25th day of April 2001, **ORDERED** that:

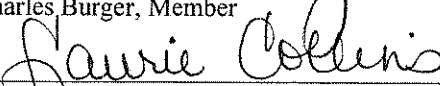
1. The opposition of all protestants of record be, and the same hereby, is **WITHDRAWN**;
2. The application of TCR, t/a JR's Bar & Grill, for a retailer's class CT license (substantial change) at 1519 17th Street, NW, Washington, DC 20005, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant representatives and the Applicant.

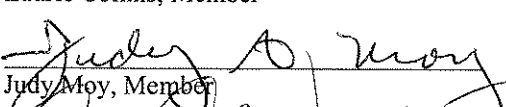
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

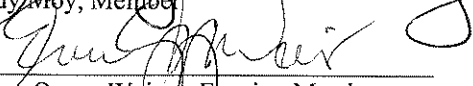

Roderic L. Woodson, Esquire, Chair

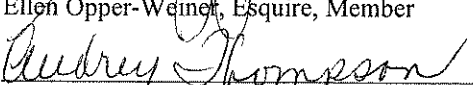

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey Thompson, Member

4475

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 22nd day of December, 2000, by and between TCR, Inc. trading as JR's Bar & Grill ("Applicant") and Dupont Circle Advisory Neighborhood Commission ("ANC 2B"), the Dupont Circle Citizens Association and all Protestants of record in pending proceedings before the Alcoholic Beverage Control Board of the District of Columbia (collectively referred to as, "Protestants").

WITNESSETH

WHEREAS, Applicant has applied for expansion of its premises located at 1519 17th Street into and including the retail space located at 1521 17th Street, N.W. (the "Expansion Space");

WHEREAS, Applicant has proposed to combine its existing premises with the Expansion Space and increase its capacity and operations in accordance with the architectural drawings and plans incorporated and attached hereto as Exhibit A;

WHEREAS, Protestants have protested the expansion of Applicant into the Expansion Space and the increase in its capacity and operations; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcohol Beverage Control Board to approve Applicant's application conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Maintenance of Separate Facades, Storefronts and Non-ABC Retail Space. Applicant shall forever retain different and distinct storefront facades between 1519 17th Street and the Expansion Space. Applicant shall not advertise its business on the front of the Expansion Space and no-less-than the first six (6) feet of the 17th Street ground-level retail frontage in the Expansion space shall be operated and managed by Applicant (or its assignee, transferee or lessee) for non-ABC retail use (the "1521 Non-ABC Retail Space"); That is, no application shall be made or license held for a Retailer's License of any Class under the District of Columbia ABC laws in the 1521 Non-ABC Retail Space. The 1521 Non-ABC Retail Space shall not be used by Applicant for its ABC operations. Applicant shall professionally and reasonably operate and manage the 1521 Non-ABC Retail Space so as to prevent it from remaining or becoming vacant or non-operational for any significant period of time. The storefront windows and building facade of the 1521 Non-ABC Retail Space shall be maintained attractively.

2. No Public Space Permits or Operation. Applicant shall not apply for a permit or other authority to conduct its business using public space on 17th Street, N.W. in front of either 1519 or 1521 17th Street, N.W.

3. Architectural Improvements. Applicant shall remove the iron railing blocking the sidewalk on the North side of its exterior awning.

4. The Proposed Expansion. Applicant shall be permitted to expand its operations in accordance with Exhibit A.

5. License Ownership. Applicant agrees to abide by all ABC regulations regarding the ownership of the license. This Voluntary Agreement shall be binding upon and enforceable against Applicant and any successors and assigns during this and any subsequent renewal period of the license, unless and until amended by written agreement of the parties hereto.

6. Violations of Voluntary Agreement: Applicant acknowledges that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for Protestants to petition the ABC Board for issuance of an order to Show Cause, pursuant to 23 DCMR 1513.5 to gain Applicant's compliance with the terms of this agreement. Protestants agree to notify Applicant in writing of any alleged violation of this Agreement and shall afford Applicant 14 (fourteen) calendar days to correct, or to begin to correct, the violation, prior to notifying the Board.

7. Terms of License. In consideration of, and reliance upon, the above-stated covenants and promises, and on condition that this Voluntary Agreement is incorporated into and made part of Licensee #006480 by the D.C. Alcoholic Beverage Control Board


8. Dismissal of Protests. The Protestants shall withdraw their protests presently pending before the ABC Board. This Agreement shall not preclude Protestants from exercising any other rights under the ABC law or regulations or from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

[execution on following page]

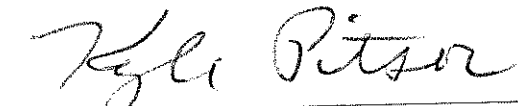
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

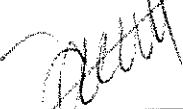
TCR, Inc.


Eric Little, President


Dupont Circle Advisory Neighborhood Commission 2B


Kyle Pitsor

Dupont Circle Citizens Association


Frank Hornstein, President

OTHER PROTESTANTS


Michael Fasano, designated representative

g:\data\clients\11115\AG-SE0025-dfierbe-02.doc