

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Haile G. Binosai
t/a Selam Restaurant

Application for a Substantial Change
And an Entertainment Endorsement
to a Retailer's Class "CR" License
at premises

1524-1526 U Street, N.W.
Washington, D.C.

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) License No. 60080
) Case No. 32861-08/019P
) Order No. 2008-180
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Haile G. Binosai t/a Selam Restaurant, Applicant

Ramon Estrada, Chairperson, on behalf of Advisory Neighborhood Commission 2B; James Mears, Daniel Gamber, Nancy Gamber, Helen Scher, Gregory R. DuRoss, Gillian West, Richard Bush, Clinton M. Williams, Michael Schade and Mary Hanley (A Group of Five or More Individuals), Protestants

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by Haile G. Binosai t/a Selam Restaurant, (Applicant), for a Substantial Change and Entertainment Endorsement to its Retailer's Class "CR" License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on November 28, 2007, in accordance with D.C. Official Code § 25-601 (2001). Ramon Estrada, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2B filed timely opposition by letter dated November 6, 2007. James Mears, Daniel Gamber, Nancy Gamber, Helen Scher, Gregory R. DuRoss, Gillian West, Richard Bush, Clinton M. Williams, Michael Schade and Mary Hanley (A Group of Five or More Individuals), Protestants, also filed timely opposition by letter dated November 8, 2007.

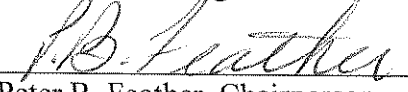
Haile G. Binosai
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The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated March 3, 2008, the Protestants have agreed to withdraw their protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

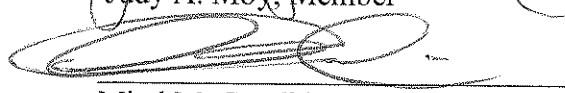
Accordingly, it is this 2nd day of April 2008, **ORDERED** that:

1. The protests of ANC 2B and James Mears, Daniel Gamber, Nancy Gamber, Helen Scher, Gregory R. DuRoss, Gillian West, Richard Bush, Clinton M. Williams, Michael Schade and Mary Hanley (A Group of Five or More Individuals), are **WITHDRAWN**;
2. The Application filed by Haile G. Binosai t/a Selam Restaurant, for a Substantial Change and Entertainment Endorsement to its Retailer's Class "CR" License at 1524-1526 U Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Mox, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT

This Voluntary Agreements made this third day of March, 2008 by and between Mr Haile G Bainosai (T/A "Selam") and Jim Mears et al (hereinafter collectively referred to as "Protestants").

RECITALS

WHEREAS, Selam has applied for an entertainment endorsement amendment for premises located at 1524-1526 U Street, NW, Washington, DC (the "Premises") from entertainment on Friday and Saturday, 10:00 PM – 2:30 AM, to entertainment, dancing and cover charge on Sunday – Thursday 9:00 PM to 2:00 AM and Friday and Saturday 9:00 PM to 3:00 AM;

WHEREAS Protestants have filed a protest against the issuance of the license pursuant to the provisions of D.C. Code §25-601, *et seq*

WHEREAS, the parties have discussed the concerns of the Protestants and have reached an understanding related to the operation of the Establishment and cooperative efforts of Selam and the Protestants;

WHEREAS, Selam represents that it intends to use said class CR to promote such above-identified operations as enhancements to restaurant operations and that it shall not utilize such ABC license to promote a nightclub atmosphere or operate as such, and Protestants in agreeing to enter into this Agreement and waive their rights to maintain their protest rely upon such representations by Selam;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency in receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein by reference.
2. Solid Waste Management. Selam shall have its trash picked up as often as necessary to keep the grounds clean at all times; garbage containers shall be closed and in compliance with the DC code.
3. Pest Control. Selam shall provide for pest control treatment of the Establishment at least monthly, both inside and in the rear and other areas surrounding the Establishment.
4. Cueing on the Premises. Selam shall not permit patrons to line up or cue on the public areas behind the Premises at any time or in front of the Premises at any time after 9:00 p.m. each day.
5. Entry/Admission Procedures. At no time will entrants be required or asked to pay an entry fee, entertainment fee or cover charge, including, without limitation, with respect to any and all events that involve entertainment or dancing. For charitable or fundraising events sponsored by

or on behalf of a organizations qualified as such under the Internal Revenue Code, or in connection with legitimate political fundraising activities for local or national campaigns or candidates, the Establishment may allow entrance to patrons who have reserved or purchased pre-sold tickets off-premises.

6. Parking. Selam shall remind patrons that parking is not permitted in the alley, except on the premises of Selam itself, including conspicuously posting and maintaining "No Parking at Any Time" signs in the alley behind Premises.

7. Noise. Selam shall be responsible for maintaining the quiet and orderly conduct of patrons arriving to and departing from the Establishment, to include posting a sign with the sense "this is a residential area – please be quiet" so as to be plainly visible to those departing the premises. The rear doors shall be marked "emergency use only" and normally locked. The area in the rear of the building is not to be used as a patron smoking area. Selam shall assure that the building is soundproof such that no noise from the establishment shall be audible in any residential premises. Windows in the Establishment shall not be opened. All fire doors shall remain closed at all times. Selam shall restrict the type of speakers used within the establishment to minimize bass levels. No speakers or public telephones will be placed on the exterior of the establishment. If necessary, Selam shall take reasonable steps to reduce noise emanating from the establishment from the opening of entrance and exit doors, which, in all events, shall remain closed except to accommodate patrons (front entrance only) or deliveries.

8. Hours. Entertainment (anything, other than background music or TV, that uses an amplifier, to include DJ or live performances) shall cease one (1) hour before closing time, and last call shall be made 30 minutes before closing time. Food service shall remain available until one hour before closing time.

9. Crowds. Occupancy shall not exceed the maximum authorized by the fire marshal.

10. Cleaning. Selam shall clean the front and rear of the Establishment and wash down the sidewalks daily, weather permitting.

11. Management and Supervision. Selam personnel shall be on the Premises at all times and shall be responsible for managing all events, parking, crowd control, towing and to assure that all events are conducted in accordance with the terms of this Voluntary Agreement.

12. Alcohol Awareness Training. Selam shall assure that all alcoholic-beverage-serving staff shall receive appropriate training in the sale, service and handling of alcoholic beverages from an alcohol awareness training provider approved by the Alcoholic Beverage Control Board.

13. Publication of Conditions. The conditions of this Voluntary Agreement shall be made known to all organizations or persons who book special events at Selam. A copy of this Voluntary Agreement shall be attached to all contracts for all special events and all parties to the contract shall agree to abide by the terms of this Voluntary Agreement.

14. Compliance with Laws and the Agreement. Selam shall fully comply with this Agreement, and all laws, ordinances and regulations governing the operation of its Establishment and shall satisfy all licensing requirements and conditions, particularly with respect to provisions regarding any proposed change in the operations of the Establishment or contemplated transfer of ownership. Selam shall make no substantial change in its operations without providing proper notice to the community and review by the ABC Board, in accordance with the ABC regulations.

15. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing of such violation. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, 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 Selam:

Mr Haile G Bainosai
1524 U St, NW
Washington, DC 20009

If to Protestants:

Jim Mears
1517 Caroline St, NW
Washington, DC 20009

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. 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. Following notice, any material violation by Selam of this Agreement or its ABC license which remains uncured for two (2) weeks after notice shall constitute cause for seeking a Show Cause Order from the ABC Board seeking suspension or revocation of the establishment's license, and Selam consents to the request by any ANC covering any area within 600 feet from Selam or a party hereto to receive notice of such proceedings and a right to be heard.

16. Communication with the Community. Signatories to this Agreement, and other residents, may call or e-mail members of the Selam management team to voice concerns. Selam shall respond to any such inquiries within one (1) business day.

17. Withdrawal of Protests. In consideration of Selam's agreement to the provisions of this Voluntary Agreement, the Protestants support the amendment of Selam's entertainment endorsement, and hereby withdraw their protests to the amendment and join with the applicant in requesting that the License be issued forthwith in accordance with the Board's normal procedures.



18. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and they 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

19. 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.

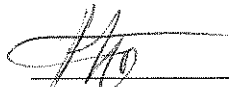

20. Successors and Partial Invalidity. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction to be invalid or unenforceable, the 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.

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

WITNESS:



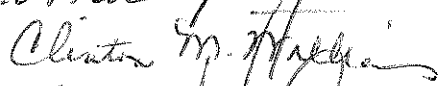







APPLICANT:

Selam

By: Haile G. Bamosai

PROTESTANTS:

Jim Mears		Rick Busch	
Clint Williams		Michael Schade	
Mary Hanley		Dan Gamber	
Helene Scher		Nancy Gamber	
Gilliam West		Greg DuRoss	
Gerry West	