

**AMENDMENT TO THE SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B  
and  
514 Partners, LLC, d/b/a Tortuga**

Pursuant to this Amendment to the Settlement Agreement, ("Amendment"), by and between 514 Partners, LLC, d/b/a Tortuga ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of the existing Settlement Agreement (SA) and this Amendment as it relates to the operation of Applicant's business located at 514 8<sup>th</sup> Street, SE, Washington, DC 20003 ("Premises")

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and to mutually memorialize in this Amendment to the existing SA the terms and conditions upon which ANC6B has agreed to support modification to Applicant's SA, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business, as amended by the substantial change in the license with the addition of an entertainment endorsement, limiting the hours of entertainment both in the interior and on the summer garden, language change to noise provision, and administrative correction to the numbering on the existing SA.

NOW, THEREFORE, Applicant and ANC 6B agree, as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Section 2. Nature of the Business. Replace in its entirety with the following:

Nature of the Business. Applicant will manage and operate a full-service seated Restaurant ("Establishment") with on-site prepared food available for purchase at the Premises and with a Sidewalk Café and Summer Garden endorsements. The Establishment seeks a total seating capacity for 190 patrons inclusive of 75 indoor seating, up to 30 sidewalk café seating and up to 85 roof top summer garden seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Add the following to Section 3, Hours of Operation, Sale, Service, and Consumption.

Applicant's Hours of Entertainment on the interior of the Premises will be as follows:

Monday thru Friday:	3:00 PM to 12:00 Midnight
Saturday and Sunday	11:00 AM to 12:00 Midnight

Applicant's Hours of Entertainment on the roof top Summer Garden will be as follows:

Monday thru Sunday: 3:00 PM to 8:30 PM

The Applicant voluntarily agrees to forego a cover charge endorsement but may avail itself of the 1-day substantial change permit afforded by ABRA for special events with a cover charge.

4. Section 5. Requirement for Operation of the Summer Garden. Change the number of the section on the existing SA from "5" to "4a."

5. Modify language in Section 6. Noise Mitigation with the following:

Replace the following language in the first sentence of Section 6, "No objectionable noises...emitted beyond the immediate proximity of the Premises will be created by Applicant." with "No objectionable noises...emitted beyond the street curbside of the Premises will be created by Applicant.

6. Add a new section to include a Notice to Cure provision in the SA as follows:


Section 12. Notice and Opportunity to Cure. In the event that the Applicant 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 through the submission of a formal complaint to ABRA or any other District of Columbia governmental agency. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant fails to cure within the 10-day period (or, with respect to a breach which reasonably requires more than 10 days to cure), fails to commence the cure or diligently to pursue such cure, shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-201(c)(6).

7. Agreement Otherwise in Full Force and Effect. Except as otherwise explicitly provided herein, the terms of the existing SA shall remain in full force and effect, and the SA and this Amendment shall constitute the agreement between the parties. This Amendment or the SA may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

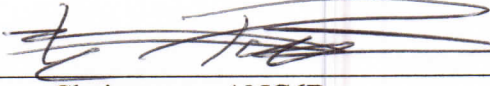
Applicant:

Tom Johnson for William Sport, Owner  
514 Partners, LLC, d/b/a Tortuga (ABRA# 086033)  
514 8<sup>th</sup> Street, SE  
Washington DC 20003

Signature  Date: 2-11-2020

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue SE  
Washington DC 20003

Signature  Date: 2-11-2020  
Chairperson, ANC6B