

AGREEMENT

Made the 20th day of September 2004 by and among SODEDHO MANAGEMENT, INC., T/A SODEDHO @ INTELSTAT (the "applicant"), Intelstat Global Service Corporation ("Intelstat") and ADVISORY NEIGHBORHOOD COMMISSION 3F, North Cleveland Park Forest Hills and Tonley (the "ANC" or "ANC 3F").

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Regulation Administrator ("ABRA") Board is Applicant's application for a Retailer's Class "CR" liquor license for the premises known as Intelstat, 3400 International Drive, N.W. (the "premises"), Application Number 50179; and

WHEREAS, Applicant, Intelstat, and the ANC (the "parties") desire to enter into an agreement commensurating certain understandings regarding Applicant's and Intelstat's operating plans:

NOW, THEREFORE in consideration of the premises recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a bona fide restaurant/cafe/teria on the premises of 3400 International Drive, N.W.
2. Applicant shall use this license only for brunches, luncheons, receptions, dinners, and business events connected with the mission and operations of Intelstat or as provided below.
3. Applicant shall not use this "CR" license to establish a restaurant open to the general public in the Intelstat building, nor shall applicant serve beer, wine, or other alcoholic beverages on the premises to any Intelstat, corporation, organization, or individual that rents space from Intelstat. This agreement shall not restrict Sodedho or a business, corporation, organization, or individual renting space from Intelstat from seeking a one-day special event permit for a function in its rental space.
4. The license is limited to the 4th floor atrium, 5th floor main lobby, 6th floor cafeteria, 7th floor conference room, and 8th floor reception area of Intelstat, 3400 International Drive, N.W. Alcoholic beverages will be served primarily in conjunction with hors d'oeuvre and/or meal service.
5. Intelstat may make its facilities available to no more than six (6) events to outside groups and/or non-profit organizations a year. All such events will be limited to no more than 250 people. Intelstat will make reasonable efforts to ensure that participants do not park on residential streets. Each contract or agreement for such event(s) will include a clause requiring the use of valet parking in the Intelstat visitor garage, the garage of the University of the District of Columbia, or the local public garage. These restrictions do not apply to meetings of Advisory Neighborhood Commission 3F, which may, with Intelstat permission, be held at the Intelstat Building, or functions related to the State Department.
6. Applicant's normal hours of operation for the service of alcoholic beverages will be 11 a.m. to 6:00 p.m., Monday through Friday. Provided, however, that:
 - a) For the ten receptions/dinner events hosted by Intelstat, including the maximum of five satellite lunches by Intelstat, Sodedho may serve alcoholic beverages from 11:00 a.m. to 2:00 a.m.
 - b) For the maximum of six events that Intelstat permits outside organizations and/or non-profits use of its facilities, Sodedho may serve alcoholic

beverages in conjunction with reception type and/or full meal service from 8:00 p.m. to 12 midnight. These events normally occur on Fridays or Saturdays.

c) Sodecbe shall not seek any one-day event licenses in order to cater to outside events for other business, organizations, non-profit associations, or individual functions on the 4th, 5th, 6th, 7th, or 8th floors of the Intelsat Building.

7. At no time shall a patron be allowed to be served alcoholic beverages and not be allowed to be served snacks, hors d'oeuvres, or a meal from the Applicant. Applicant will not provide take-out alcoholic beverages, nor permit any beer, wine, or alcoholic beverages to leave the Intelsat building.
8. Applicant shall be permitted to present recorded music and/or a trio (Maximum of three singers and/or musicians) as soft background music for receptions and dining; provided, however, that no doors to the exterior of the Intelsat building shall be propped open at any time when music is being played. Applicant shall permit no form of dancing.
9. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the corporate identification sign permitted by the zoning code above its establishment.
10. Intelsat shall care for the public spaces that border the property on Connecticut Avenue and Van Ness Street, including provision of landscaping, plantings, and associated maintenance.
11. Intelsat shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Intelsat shall ensure that its trash is removed in a timely manner. Intelsat shall ensure that its trash receptacle remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
12. Applicant shall instruct all of its vendors, and shall itself remain vigilant to ensure that delivery and trash trucks shall not block any access to any other loading dock, driveway or entrance. In deference to the residential community, applicant shall use its best efforts to encourage delivery and trash vehicles not to use loud horns or make deliveries before 8:00 a.m., Monday through Friday, nor prior to 9:00 a.m. Saturday and Sunday, nor after 8:00 p.m. Sunday through Saturday.
13. Intelsat shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
14. Intelsat shall comply with §5(d)(3) of the D.C. Noise Control Act as it applies to businesses not to residential neighborhoods and ensure that noise from all mechanical equipment/air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment (regardless of location) shall be prohibited in excess of sixty (60)dB when measured at the property line or as close to the property line as practical if there is an obstruction.
15. An ABRA licensed individual, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation when alcoholic beverages are being served.
16. Any and all contemplated changes to Applicant's operation regarding the service of alcoholic beverages at the premises, as set forth herein or otherwise, will be submitted in writing and brought to the attention of the ANC prior to implementation. Changes shall be implemented only after the approval of the ANC and/or when required by the rules and regulations of the Alcoholic Beverage Regulation Administration Board, pursuant to the terms of this agreement. Such approval by the ANC shall not be unreasonably withheld, and shall be deemed granted

unless ANC shall provide notice of its disapproval in writing within 72 hours after its next scheduled meeting following notification of the contemplated changes.

- 17. This agreement shall be terminated should Intelat cease using the services of Applicant as its caterer
- 18. In consideration of, and in reliance upon, the commitments reflected in paragraphs 1 through 16 above, the ANC will advise the ABRA Board that it does not oppose Applicant's pending application for a Retailer's Class "CR" license
- 19. The parties further agree that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABRA Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed herunto their hands and seals on the year and day first above written.

**APPLICANT. SODEXHO MANAGEMENT. INC
T/A SODEXHO INTELAT**

By Carol Kramer
(Signature)

Carol Kramer
Title: Sr. Vice President, Mid-Atlantic

INTELAT GLOBAL SERVICE CORPORATION

Robert A. Lambert
(Signature)

ROBERT A. LAMBERT
Title:

Director, Corporate Real Estate

ADVISORY NEIGHBORHOOD COMMISSION SF

Karen Lee Perry
(Signature)

Karen Lee Perry
Chair, ANC SF