

## AGREEMENT

This Agreement ("Agreement") is made this 11th day of February, 2008 by and between NJA Hotel, LLC t/a Courtyard by Marriott, 140 L Street, SE, Washington, DC (License No. 74495), ("Licensee") and Scott B. Swenson, individually and as a representative of a group of Protestants ("Protestants").

WHEREAS, Licensee has filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for renewal of its CH License, which included use of a summer garden, which summer garden was previously approved by the ABC Board but not utilized;

WHEREAS, the Protestants have objected to the Application for use of the summer garden; and

WHEREAS, in order to secure the Protestants' withdrawal of the protest pending before the ABC Board, Licensee has agreed to enter into this Agreement specifying the parties' Agreement and understanding regarding the Applicant's operations in connection with the summer garden entered into between the parties.

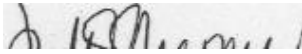
NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Occupancy of Outdoor Seating. The Licensee shall have a maximum capacity in its summer garden of 40 seats as specified in the seating diagrams received.
2. Hours of Operation. The hours of operation for the outdoor seating shall be 11:00 a.m. to 10:30 p.m. Sunday through Thursday and 11:00 a.m. to 11:30 p.m. on Friday and Saturday.
3. Indoor Entertainment, Noise Control and Promotional Events. The Licensee shall not offer live entertainment or recorded music of any kind on the summer garden.
4. The Licensee shall place smokeless ashtrays on all tables on the summer garden. Licensee shall install potted plants in front of the ledge on New Jersey Avenue where Capitol Hill Towers and the Hotel join in an attempt to discourage congregation. Licensee agrees not to install gas heat lamps in this area at any time.
5. Binding Agreement. This Agreement is binding upon all parties hereto. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified only by the written agreement of both parties or by order of the Board.

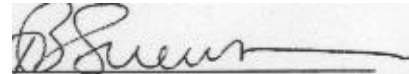
WITHDRAWAL OF PROTEST

In consideration of the execution of this Agreement, Protestants do hereby withdraw their protest to the renewal of Licensee's Renewal Application.

NJA HOTEL, LLC



y:  
Licensee



Scott B. Swenson,  
On Behalf of all Protestants