

MEMORANDUM OF AGREEMENT
REGARDING WINGSTOP AT 406 8TH STREET, SE

This MEMORANDUM OF AGREEMENT (“**MOA**”) is made this ____ day of June, 2026, by and between Emerald Wings LLC, a Delaware limited liability company (“**Applicant**”) and Advisory Neighborhood Commission (“**ANC**”) 6B. The Applicant and ANC 6B are together referred to herein as the “Parties.”

RECITALS

WHEREAS, Applicant has filed an application with the D.C. Board of Zoning Adjustment (hereinafter referred to as “**BZA**” or the “**Board**”) requesting special exception approval for (i) a fast food restaurant use and (ii) relief from Subtitle U § 513.1(e)(2) relating to the refuse dumpster requirements (the “**Application**”) for the property at 406 8th Street, SE (the “**Property**”).

WHEREAS, the Application is being processed as BZA Case No. 21438 and, if approved, would permit the operation of a Wingstop at the Property.

WHEREAS, the Applicant and its representatives have discussed the Application extensively with representatives from ANC 6B and neighborhood stakeholders at the following meetings:

12/8/25	Meeting with Commissioner Brian Gorman, SMD for ANC 6B04.
1/8/26	ANC 6B Planning & Zoning Committee Meeting
1/15/26	Meeting with ANC 6B Commissioners
2/5/26	Meeting with Planning & Zoning Subcommittee
2/11/26	Community Meeting at the Property
3/2/26	Virtual Meeting with Neighborhood Stakeholders
3/4/26	Meeting with the Fire Station
3/4/26	Capitol Hill Restoration Society’s Zoning Committee
3/5/26	ANC 6B Planning & Zoning Committee Meeting
3/9/26	Virtual Meeting with Neighborhood Stakeholders
4/13/26	ANC 6B Planning & Zoning Committee Meeting
4/30/26	Meeting with Fire Station, DDOT and Dept. of For-Hire Vehicles at PM Peak Hour
5/4/26	Meeting at Property with Engineers
5/7/26	ANC 6B Planning & Zoning Committee Meeting
6/4/26	ANC 6B Planning & Zoning Committee Meeting
6/9/26	ANC 6B Regular Meeting

WHEREAS, as a condition of ANC 6B's support of the Application, the Applicant and the ANC desire to enter into this MOA upon the terms below, regardless of whether the conditions are included in the BZA Order;

WHEREAS, the BZA is scheduled to hold a public hearing on the Application on June 17, 2026; and

WHEREAS, several neighborhood stakeholders have filed a request for party status as Proponents of the Application; subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term Limit and Applicant's Good Faith Commitment.** This approval shall become effective the date this order becomes final and shall remain valid for a period of ten (10) years following the issuance of Applicant's Certificate of Occupancy (the "Term"). Throughout the Term, Applicant commits to using commercially reasonable efforts to work in good faith with the community to address reasonable concerns related to operations regarding noise, odors and pests, consistent with the intent of these conditions and applicable laws and regulations. For purposes of this condition, the Applicant shall provide to the ANC the name and contact information for the person designated to serve as a community liaison.
2. **Hours of Operation.** Applicant's operations hours for the restaurant shall be from 10:30 a.m. to 12:00 a.m. (midnight), Sunday through Thursday and from 10:30 a.m. to 2:00 a.m., Friday and Saturday. Notwithstanding the foregoing, on Friday and Saturday between the hours of 1:00 a.m. and 2:00 a.m., the establishment shall only accommodate mobile and online orders, no walk-in orders shall be permitted.
3. **Restaurant Trash and Recycling Pick-Ups.** Applicant shall provide for the onsite storage of trash and recycling in enclosed refrigerated storage areas, substantially consistent with the plans on Sheet M1 (Mechanical Floor Plan), marked as Revision 5 and dated 06/23/26 (attached hereto as **Exhibit 1**), and in accordance with applicable health and building code requirements, until removal from the building. Applicant shall arrange for trash pick-up service six (6) days per week and recycling pick-up service five (5) days per week. All trash pick-ups shall be from the abutting 8th Street, SE curb.
4. **Grease Collection, Storage & Removal.** The Applicant shall install a grease interceptor and oil collection system on the Property, designed to collect and store used

cooking grease indoors on the Property. The equipment and schedule of maintenance and oil collection shall be operated and maintained in a commercially reasonable manner consistent with similarly situated restaurant uses in the District of Columbia and in accordance with applicable laws, regulations, and manufacturer recommendations.

5. **Rodent and Pest Control.** During the operation of the Wingstop, the Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents to the Property by a licensed exterminator on a monthly basis. In the event that any such pests are discovered on the Property, the Applicant shall take all commercially reasonable and appropriate measures to promptly relieve the Property of such pests.

6. **Customer Trash Receptacle.** During the operation of the Wingstop, the Applicant shall provide a trash receptacle in the customer waiting/pick up area in order to reasonably discourage littering in and around the Property.

7. **No Littering Sign.** Prior to the issuance of a final certificate of occupancy for the Wingstop, the Applicant shall place an anti-littering sign on the Property, in accordance with the signage to be finalized and attached with the MOA and subject to applicable laws and regulations.

8. **Pollution Control Unit.** In order to mitigate odors from the fast food establishment, the Applicant agrees to install a pollution control unit ("PCU") as part of the exhaust system. The PCU shall be substantially the same as the PCU specs reflected in Drawing No. 4LU1A1DK15FE2, and the installation shall be substantially the same as the engineering sketch represented in Sheet M1 (Mechanical Floor Plan), marked as Revision 5 and dated 06/23/26, Sheet M1.2 (Mechanical Roof Plan), marked as Revision 5 and dated 06/23/26, and Sheet M2 (Mechanical Schedules), marked as Revision 5 and dated 6/23/26. (All five documents are attached as **Exhibit 2.**)

9. **Minor Design Flexibility.** Applicant is granted minor design flexibility from the attached plans, including modifications to the layout, dimensions, configuration, screening, location, and specifications of the PCU, exhaust systems, rooftop equipment, HVAC equipment, mechanical systems, trash facilities, and related architectural or engineering elements as may be required by field conditions, permitting requirements, Historic Preservation Office review, Historic Preservation Review Board review, engineering considerations, manufacturer requirements, or code compliance, provided the overall intent of the Conditions 3 and 8 and the incorporated Exhibits 1 and 2 are maintained and such changes do not materially increase external impacts. Mechanical equipment may be repaired, replaced, relocated, upgraded, or modified over time with substantially equivalent or improved equipment, provided such changes comply with applicable law, and provided the overall intent of Conditions 3 and 8 and the incorporated

Exhibits 1 and 2 are maintained and such changes do not materially increase adverse external impacts. Nothing herein shall prohibit repairs, replacements, maintenance, upgrades, or modifications required by applicable law, permitting authorities, manufacturers, insurers, or operational necessity, provided the overall intent of Conditions 3 and 8 and the incorporated Exhibits 1 and 2 are maintained and such changes do not materially increase adverse external impacts.

10. **Instructions for Delivery Drivers.** The Applicant shall use commercially reasonable efforts, where able, to guide app-based delivery drivers to adhere to all signage along the Bus Only Lanes and to only park or stand in legal spaces, including the curbside spaces along the west side of 8th Street SE, the south side of Pennsylvania Avenue SE, and on D Street SE. The instructions shall specifically include a note that parking or standing in front of the fire station driveway is prohibited.

Miscellaneous

11. **ANC Support of Project.** The terms and provisions of the MOA are conditioned upon a written letter of support for the Application from ANC 6B to the BZA, prior to the BZA hearing scheduled for June 17, 2026.

12. **Incorporation into BZA Order.** The Applicant shall enter this MOA into the case record for the Application and request that the BZA include the foregoing provisions (paragraphs 1-10) as conditions in the BZA order approving the Application. Any provision not so incorporated into the BZA order shall be fully enforceable between the Parties (“**Privately-Enforceable Provisions**”). Any disputes arising out of or related to Privately-Enforceable Provisions shall be decided by binding arbitration between the Parties in the District of Columbia pursuant to the rules of the American Arbitration Association.

13. **Default and Opportunity to Cure.** In the event that the Applicant fails to perform any of its obligations under this MOA, ANC 6B shall notify the Applicant and the Applicant shall be given thirty (30) days to cure the defect. If the Applicant does not cure the defect within such period, the ANC may (1) notify the Department of Buildings (“DOB”) in order for DOB to take the appropriate action, which may include revocation of the establishment’s certificate of occupancy; or (2) seek to enforce this MOA in accordance with the laws of the District of Columbia, including any remedies at law or in equity, including the remedy of specific performance.

14. **Entire Agreement and Modification.** This MOA constitutes the complete agreement among the Parties and shall not be modified or amended except by written agreement of the Parties hereto.

15. **Counterparts.** This MOA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same MOA.

IN WITNESS WHEREOF, Emerald Wings, LLC and ANC 6B, have each caused this Memorandum of Agreement to be executed and delivered in its name by its duly authorized representative(s) as of the day and year first above written.

EMERALD WINGS LLC



Saad Usman, Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 6B



Samuel Pastore, Chair