

COMMUNITY AGREEMENT

Emerald Wings, LLC and Advisory Neighborhood Commission 4C

Re: BZA Application No. 21462 — 3831 Georgia Avenue, NW

Background

Emerald Wings LLC (“Emerald Wings”) is the franchisee proposing to operate a Wingstop restaurant at the ground-floor commercial space of 3831 Georgia Avenue, NW — the building known as The Augusta on Georgia. Emerald Wings has applied to the District of Columbia Board of Zoning Adjustment (“BZA”) for a special exception to permit a fast-food use at this location under Subtitle H § 6009.1(c)/6007.1(e) of the Zoning Regulations.

Emerald Wings appeared before Advisory Neighborhood Commission 4C (“ANC 4C”) on June 10, 2026, to present its application and to engage with topics raised in advance by ANC 4C Commissioners. Following that meeting, and in recognition of the important role the ANC plays in representing the interests of neighboring residents, Emerald Wings and ANC 4C have reached the following agreement.

Agreement

In consideration of ANC 4C’s support for BZA Application No. 21462, Emerald Wings agrees to operate the Wingstop restaurant at 3831 Georgia Avenue, NW in accordance with the commitments set forth below. Emerald Wings shall use commercially reasonable efforts to comply with the commitments set forth below. These commitments are in addition to, and not in lieu of, any obligations imposed by applicable law, the Zoning Regulations, the lease agreement between Emerald Wings LLC and Thomas Jefferson Real Estate LLC, or the BZA in connection with the special exception.

1. Delivery Traffic and Driver Conduct

ANC 4C raised the topic of third-party delivery drivers and traffic management near the Georgia Avenue and Randolph Street intersection during peak hours. Emerald Wings notes that Wingstop's peak order volume is anticipated on Friday and Saturday evenings between approximately 7:00 p.m. and 9:00 p.m., with typical order turnaround times of approximately ten minutes. Third-party delivery platforms generally dispatch drivers based on their own proprietary systems, with drivers typically arriving near the anticipated completion time of an order rather than immediately after it is placed. In the case of DoorDash, Wingstop is further incentivized to place food in the hands of a delivery driver within 120 seconds of that point. As a result, delivery drivers typically spend only a brief period at the premises, reducing the likelihood of vehicles lingering or contributing to congestion. In addition to its operating model being conducive to minimizing vehicle traffic relative to other potential commercial uses, Emerald Wings commits to the following:

Emerald Wings will, where delivery platforms allow, include pickup instructions encouraging delivery drivers to comply with all applicable traffic and parking laws and to avoid obstructing travel lanes, sidewalks, driveways, and neighboring properties. Emerald Wings will directly, or through its Landlord, discuss with the District Department of Transportation (“DDOT”) options

for installing additional bike rack infrastructure or converting an existing parking space to scooter and motorized bike parking to accommodate delivery vehicles in a designated area and reduce alley and intersection congestion. Emerald Wings will provide ANC 4C with an update on those discussions within ninety (90) business days of opening.

In further response to this topic, Emerald Wings will adopt and maintain written policies, and will train its employees, so that orders are not knowingly handed to, and deliveries are not knowingly accepted from, any person whose vehicle is stopped in an active travel lane of Georgia Avenue, NW. Emerald Wings will ensure that its employees are reasonably able to observe the area of Georgia Avenue, NW immediately in front of the premises, whether through the storefront windows or an interior camera, in support of this commitment. The parties acknowledge that this commitment is intended to prevent a recurring pattern of travel-lane pickups attributable to Emerald Wings' operations, and not to impose responsibility on Emerald Wings for isolated acts of third parties outside its reasonable control.

2. Pest Control

ANC 4C raised the topic of pest management.

Emerald Wings commits to maintaining a pest control service arrangement providing, at a minimum, monthly extermination services — including treatment for insects, spiders, rats, and other rodents — performed by a licensed exterminator, at Emerald Wings' expense. Emerald Wings will exercise care in its handling of garbage, waste, and refuse, and will remove such materials from the building as frequently as necessary to prevent pests from entering the premises or surrounding areas. In the event pests are discovered in or about the premises that are reasonably attributable to Emerald Wings' operations, Emerald Wings will promptly take all commercially reasonable, necessary, and appropriate measures to address the issue.

3. Grease Management

Emerald Wings will install a grease interceptor, grease trap, or equivalent collection system as required by applicable local codes and ordinances. Emerald Wings will maintain that system in accordance with applicable law and commercially reasonable industry practices and in a manner that is reasonably necessary to prevent odors, rodents, or other adverse conditions. Used cooking oil will be collected and recycled by a licensed third-party recycling company on a regular schedule.

4. Trash and Refuse

ANC 4C raised the topic of trash management and the adequacy of the building's existing trash room for a restaurant tenant.

Emerald Wings commits to storing all trash in the existing rear trash room and arranging for collection four times per week. Emerald Wings will work with the building landlord, Thomas Jefferson Real Estate LLC, to ensure adequate waste capacity within the trash room or other location as necessary and to reasonably ensure that the pedestrian pathway adjacent to the trash area allows for rolling collection without obstruction. Collection frequency will be evaluated following opening based on actual operational experience and adjusted as appropriate to ensure

refuse management remains efficient and responsive to the needs of the building and surrounding area.

5. Noise and Lighting

ANC 4C raised the topics of noise and nighttime lighting affecting nearby residences.

Emerald Wings will conduct its operations and maintain its equipment so that sound originating from the premises does not exceed 55 decibels inside any nearby residence when the doors of the premises and of the residence are closed. Emerald Wings will use commercially reasonable efforts to minimize light spill onto adjacent residential properties — including, where practicable, by shielding or directing exterior fixtures under its control away from residential windows — while complying with applicable law and maintaining the lighting levels necessary for the safe operation of the restaurant.

6. Community Programs and Economic Opportunity

Emerald Wings and Wingstop are committed to being a positive presence in the community. Wingstop Charities supports the neighborhoods Wingstop serves through grant programs focused on education, entrepreneurship, and community development. Wingstop also maintains the Wingstop Foundation, which provides team members with emergency financial assistance and scholarship opportunities, including the Morrison Family Scholarship Program for first-generation team members pursuing higher education. Beyond these programs, this project will create jobs and economic opportunity for residents of the surrounding community. Additional information about these programs is available at wingstopcharities.org/our-programs.

7. Review and Communication

Emerald Wings agrees to designate a local point of contact for ANC 4C and neighboring residents to raise operational concerns. ANC 4C may contact Emerald Wings directly with any concerns, and Emerald Wings will respond within a reasonable time. The parties agree to meet informally if significant operational concerns arise that are not otherwise resolved.

Following the opening of the business, Emerald Wings and ANC 4C will maintain open lines of communication regarding opportunities for community engagement and charitable support. Emerald Wings will check in with the ANC 4C Chair on a semi-annual basis to discuss opportunities for Emerald Wings to contribute to local events, organizations, or initiatives, and will consider such opportunities in good faith and to the extent feasible, based on the business's operational and financial circumstances at that time.

Effective Date and Conditionality

This Agreement is entered into contingent upon ANC 4C's support of BZA Application No. 21462. The commitments set forth herein shall take effect upon the issuance of the BZA special exception and shall remain in effect for the duration of Emerald Wings' operation of a Wingstop restaurant at 3831 Georgia Avenue, NW. Emerald Wings shall not be deemed in default of this Agreement for matters resulting from the acts or omissions of third-party providers, the landlord,

utility providers, governmental agencies, or other persons or entities outside Emerald Wings' reasonable control.

This Agreement is intended solely to memorialize voluntary commitments made in connection with the BZA application and shall not create an independent cause of action or private right of enforcement by any third party. The parties acknowledge that the BZA may incorporate the operational commitments set forth in this Agreement, in whole or in part, as conditions of its order in BZA Application No. 21462, and that any question of compliance with any such condition may be raised with the Department of Buildings and with the BZA, which together provide the appropriate mechanism for identifying and addressing any alleged noncompliance. Nothing in this Agreement limits any rights that employees of Emerald Wings may otherwise have under applicable law.

EMERALD WINGS LLC

Name: Saad Usman

Title: Managing Member

Date: _____

ADVISORY NEIGHBORHOOD COMMISSION 4C

Name:

Title:

Date: _____