

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)
)
Nando's at the Yards, LLC)
t/a Nando's Peri Peri)
)
Holder of a)
Retailer's Class CR License)
)
at premises)
300 Tingey Street, S.E.)
Washington, D.C. 20003)
_____)

License No. ABRA-092802
Order No. 2014-521

Nando's at the Yards, LLC, t/a Nando's Peri Peri (Licensee)

Andy Litsky, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Nando's at the Yards, LLC, t/a Nando's Peri Peri, (Licensee), and ANC 6D have entered into a Settlement Agreement (Agreement), dated September 9, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Andy Litsky, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 10th day of December, 2014, **ORDERED** that:

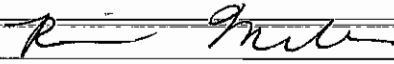
1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

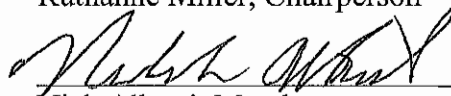
Section 11 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant, as licensee, fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-day to cure, fails to commence cure of such breach and diligently pursued such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3).”

The parties have agreed to this modification.

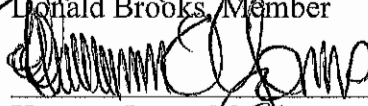
2. Copies of this Order shall be sent to the Licensee and ANC 6D.

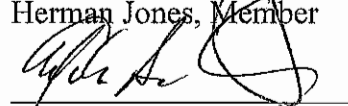
District of Columbia
Alcoholic Beverage Control Board

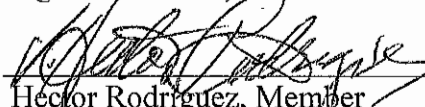

Ruthanne Miller, Chairperson

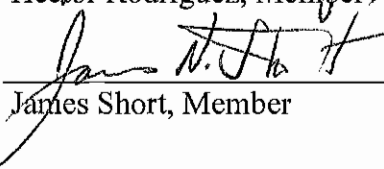

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



Advisory Neighborhood Commission 6D

1001 4th Street, SW, Suite W130
• Washington, DC 20024-

ANC Office: 202 554-1795 ■ FAX: 202
554-1774
office@anc6d.org

SETTLEMENT AGREEMENT

9th THIS SETTLEMENT/COOPERATIVE AGREEMENT ("Agreement") is made on this day of September 2013 by and between Nando's at the Yards, LLC, a District of Columbia limited liability company, having a business address 819 7th Street, NW, 2nd Floor, Washington, D.C, 20001, being ABRA License # 92802 ("Applicant"), and Advisory Neighborhood Commission 6D (sometimes "ANC 6D or "Protellant", with Applicant and ANC 6D being sometimes collectively referred to as the "Parties").

PREAMBLE

Through this Agreement, the Parties aim to create an environment in which Applicant may operate as a viable contributing establishment in the ANC 6D community.

WITNESETH

WHEREAS, Applicant has applied for a license Retailer Class CR for its "Nando's Peri Peri" restaurant ("Establishment") both for its indoor space and its summer garden café located at 300 Tingley Street, SE, Suite 150, Washington, DC 20003 ("Premises"); and

WHEREAS, Applicant agrees to work regularly with ANC 6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect, within ANC 6D, on (i) the peace, order and quiet of the neighborhood and (ii) parking, pedestrian safety and vehicular traffic, to protect the interests of the neighborhood, its residents and other businesses, and to eliminate the need for a protest hearing before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") regarding the Applicant's license application.

WHEREAS, the Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will manage and operate an Establishment with seats located both inside the Premises and in the associated outdoor summer garden area, with the total occupancy of the establishment of not to exceed 140 (88 interior/52 in summer garden area).
3. **Hours of Operation and Sales**

The applicant's normal hours of operation of the Establishment and the hours of sale and service of alcohol shall be:

Sunday to Thursday, 11:00 a.m. to 11:00 p.m.

Friday and Saturday, 11:00 a.m. to 12:00 a.m. (Midnight);

Provided, that the applicant's hours of operation and sales and service of alcohol may be occasionally extended with approval by the Board in accordance with applicable regulations and policies of the Board pertinent to its extended hours program.

4. **Public Transportation Notification.** ANC 6D recognizes that Applicant has no dedicated vehicular parking spaces and that often a large number of patrons and attendees of special events will be expected; therefore, ANC 6D encourages Applicant to notify patrons when appropriate about convenient public transportation available nearby.
5. **Noise and Privacy.** Applicant will comply with D.C. Official Code 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment (including the outdoor spaces) are not audible to the extent provided for in DC Official Code 25-725. If mutually determined by ANC 6D and Applicant that the area surrounding the Establishment has developed with additional residential and business occupants that are negatively affected by noise from the Establishment as provided for in D.C. Official Code 25-725, Applicant and ANC 6D (as represented by the SMD Commissioner and its ABC Committee) shall work together to determine the most appropriate options for noise mitigation, especially in the summer garden area.
6. **Public Space and Trash.** Applicant shall keep the Premises, including the summer garden area and adjoining sidewalks, clean and free of litter and other debris in compliance with D.C. Code and Municipal Regulations. Applicant will use the trash facilities provided by the landlord of the building in which the Premises are located, and not install any trash receptacles

related to the Premises in public space.

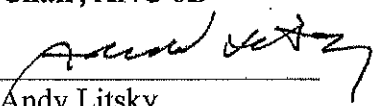

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7. ***Rats and Vermin Control.*** Applicant shall be responsible for providing rat and vermin control for the Premises.
8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that sale of alcoholic beverages shall be restricted on on-premises consumption only within the Premises, including the summer garden area. Applicant shall take all reasonable steps to prevent removal from the Premises of any alcoholic beverages served at the Establishment. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant shall not permit the use of illegal drugs on the Premises. Applicant shall have security cameras in several locations which record and store information for at least 30 days whose recordings shall be made available to representatives of ABRA and/or MPD.
9. ***License Ownership and Compliance with ABRA Regulations.*** Applicant represents to ANC 6D that it shall abide by all applicable Alcoholic Beverage Regulations Administration regulations (the "ABC Regulations") regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC 6D, as a Protestant, shall have standing to ask the ABC Board to enforce any violations of those ABC Regulations, and this Agreement.
10. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with ANC 6D, and the community for which ANC 6D acts.
11. ***Notice and Opportunity to Cure.*** In the event that any of the parties 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant, as licensee, fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Nando's at the Yards, LLC
 c/o Nando's Restaurant Group, Inc.
 819 7th Street, NW
 2nd Floor
 Washington, D. C. 20001
 Attention: C. Burton Heiss
 Managing Director/Senior Vice President

~~If to Protestants: Advisory Neighborhood Commission 6D~~
 1101 4th Street, S.W., Suite W130
 Washington, DC 20024
 Attn: Chair, ANC
 (202) 202 554-1795
 Fax (202) 202 554-1774
 Email: office@anc6D

Failure to give notice shall not constitute waiver or acquiescence to any violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

11. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, ANC 6D, as Protestant, has agreed to withhold from filing with the ABC Board a Protest, or, if a Protest shall have been filed, to withdraw the Protest to the Applicant's application based upon the Parties having entered into this Agreement.

PROTESTANT:	APPLICANT:
<p>Chair, ANC 6D</p>  <p>Andy Litsky</p> <p>Date: September 8, 2013</p>	<p>Nando's at the Yards, LLC</p>  <p>By: C. Burton Heiss, Manager</p> <p>Date: September _____, 2013</p>

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