

VOLUNTARY AGREEMENT

Made this 20th day of May 2002 by and between Chipotle Mexican Grill, Inc. (the Applicant) and Advisory Neighborhood Commission 3F, N.Cleveland Park and Forest Hills (the ANC).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC), is the Applicant's application to renew a Class CR license for its premises at 4301 Wisconsin Avenue, NW, ABC application # 50092; and


WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

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

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. Applicant agrees to serve only those alcoholic beverages which it offers for sale to its customers in the majority of Chipotle restaurants nationwide (currently beer and margaritas). Applicant agrees that at no time will it operate the restaurant with a "full bar."
3. The restaurant shall have a maximum of 109 seats for the exclusive use of dining patrons— 85 indoors and 24 outdoors. Alcoholic beverages will be served primarily in conjunction with full meal service and will be brought to customers once they are seated at the table. No alcoholic beverages will be served at the sidewalk café or for take-out.
4. The bar/lounge area will have a maximum of n/a seats for the primary use of patrons waiting for dining service.
5. The Applicant's hours of operation shall be
8am to 11pm, Sunday through Thursday; and
8am to 12midnight, Friday and Saturday.
6. The Applicant shall stop serving alcoholic beverages at
10pm, Sunday through Thursday; and
11pm, Friday and Saturday.
7. Applicant shall present no form of live entertainment. Applicant shall present no form of recorded music other than background music for dining inside the restaurant. No music shall be piped outside to the sidewalk café.

8. Applicant shall permit no form of dancing.
9. Applicant shall not install or utilize: any equipment for the showing of videos; juke boxes; or video games.
10. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any alleged violations left uncorrected may be referred by the ANC to the appropriate agency.
11. Applicant will post no signs advertising liquor sales, happy hours, or the like.
12. Applicant will care for the public spaces that border the restaurant on Wisconsin Avenue and Warren Street, including provision of suitable plantings.
13. An ABC licensed manager who is conversant with all aspects of this agreement shall be on site at Applicant's premises during all hours of operation and will ensure that there is no consumption of alcoholic beverages at the sidewalk café.
14. Any and all contemplated changes to Applicant's operation, as set forth herein, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
15. In consideration of, and in reliance upon, the commitments reflected in paragraphs 1-14 preceding, the ANC will advise the ABC Board that it has no objection to Applicant's pending license application.
16. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5, to gain the Applicant's compliance with the terms of this Agreement.

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

By: , for Applicant

By: Catherine J. Wiers, Chair, ANC 3F