

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on the 6th day of March 2024 by and between Sequential LLC t/a Green Theory ("Applicant"), and Advisory Neighborhood Commission 3D ("ANC 3D"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for Medical Cannabis Retailer's License #126813 with a Delivery Endorsement for a business establishment ("Establishment") located at 4828 MacArthur Boulevard, NW, Washington, DC ("Premises");

WHEREAS, the Parties desire to enter into a Settlement Agreement pursuant to DC Code §7-1671.05(b)(18)(D) for the operation and maintenance of the Establishment in such a manner as to minimize or eliminate any negative effect on (i) the peace, order and quiet of the neighborhood, (ii) residential parking needs and vehicular and pedestrian safety, and (iii) surrounding real property values;

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. The Applicant shall manage and operate a medical cannabis retail store at 4828 MacArthur Boulevard, NW. The Certificate of Occupancy shall provide for combined total occupant load for the Establishment.
3. Hours of operation. The Applicant's hours of operation shall be as follows:
 - Monday through Saturday, 11:00am – 8:00pm; and
 - Sunday, Noon – 7:00pm.
4. Delivery. Applicant has applied for a delivery endorsement to allow cannabis products to be delivered within the District of Columbia. If the order is being delivered by an employee of Applicant, said employee shall be at least 21 years old and will deliver only to persons who display a valid medical cannabis patient's card. Applicant may also use third-party delivery services licensed by the Alcoholic Beverage and Cannabis Administration ("ABCA") to fulfill such orders. Applicant shall make reasonable efforts to compel third-party delivery services to adhere to the parking arrangements discussed in Section 5.
5. Parking arrangements. It is a principal concern of ANC 3D that the Applicant's operation of the Establishment does not create or exacerbate parking problems or impede or endanger

pedestrian, bicycle, or vehicle traffic within the immediate ANC boundaries. To that end, the Applicant shall encourage its management and employees to park legally at all times and in compliance with the posted parking regulations of the District of Columbia. Applicant shall make reasonable efforts (e.g., on Applicant's website) to inform patrons of nearby off-street parking options and alternative transportation options. Applicant shall not knowingly accept any deliveries from nor provide any items for delivery to an illegally stopped or parked vehicle.

6. Security and privacy. The applicant commits to meeting all security requirements required by ABCA:

- a. This shall include 24/7 video surveillance of both the interior and exterior of the property.
- b. The Applicant commits to apply to the DC Office of Victim Service & Justice Grants' Private Security Rebate Program to ensure adequate exterior surveillance coverage.
- c. The Applicant's property shall remain locked during all operating hours. Customers will only be allowed entry after presenting valid photo ID confirming they are above the legal age to enter the facility.
- d. Upon entry into the facility, all customers will have their ID electronically scanned to ensure its authenticity and that the photo & accompanying information matches the customer.
- e. All customers will be required to present their DC Medical Cannabis Patient card along with a valid photo ID. If a customer needs assistance with registering for their card, a staff member will assist but no customers will be permitted on the sales floor without a valid patient card. Customers will be asked to leave the premises if they do not comply.
- f. On-site security will be provided by licensed security contractors.
- g. The Applicant will not display any visual references to cannabis products as viewed from outside the store, such as a marijuana leaf or similar.

7. Public consumption. The Applicant commits to policing public space immediately in front of the Establishment and will make best faith efforts to prevent public consumption of cannabis, including both smoking and vaping. Any incidents of public consumption will be reported immediately to the Metropolitan Police Department.

8. Product disposal. The Applicant commits to adhering to all cannabis waste procedures in accordance with ABCA regulations. These efforts will be coordinated with MPD and reported to ABCA each month.

9. License ownership and compliance with ABCA regulations. Applicant promises that it shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to medical cannabis licensees and agrees that ANC 3D shall have standing to ask the Board to enforce any violations of this Agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to file a complaint

with the Board, and subject to the Notice provision below, to gain Applicant's compliance with the terms of this Agreement. Applicant shall make reasonable efforts to familiarize its personnel with the terms of this Agreement.

10. Notice and opportunity to cure. In the event that either Party 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, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant 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 cause for filing a complaint with the Board. Notices required to be made under this Agreement shall be in writing and sent via email or hand-delivered to the other Party to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

If to the Applicant:

sequentialbusiness@gmail.com

with copy to:

info@GreenTheoryDC.com

If to the ANC:

3D@anc.dc.gov

with copy to:

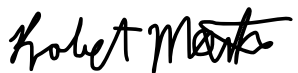
3D05@anc.dc.gov

11. Entire agreement. This Agreement sets forth the entire understanding of the Parties with respect to the Applicant's ABCA application and issuance of a License. There are no other warranties or representations which have been made or shall be relied upon by any of the Parties to this Agreement other than those expressly set forth herein.

Signed:



For ANC 3D, Tricia Duncan, Chairman



03/08/2024

For Sequential LLC

Robert Martin, Co-Founder