

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION



ALCOHOLIC BEVERAGE
 REGULATION ADMINISTRATION
 2023 DEC 12 P 8:50
 ABRA

TRADE NAME CHANGE – NO SUBSTANTIAL CHANGE APPLICATION

OFFICIAL USE ONLY

Date Accepted:			Accepted by:		
Fees Paid: \$	From	To	Issue Date:	From	To
Date Approved by Board / /	Initial: →				
Date Denied by Board / /	Initial: →				

TO BE COMPLETED BY APPLICANT

1. License Holder: Sequential LLC		2. License Number: 126813	
3. License Class/Type: Medical Cannabis - Retailer License	4. Phone Number: 2-534(a)(2)	5. E-mail Address: 2-534(a)(2)	
6. Premise Address: 4828 MacArthur Blvd	City: Washington	State: DC	Zip Code: 20007
7. <input type="checkbox"/> Additional Trade Name:	8. <input checked="" type="checkbox"/> New Trade Name:		
9. Current Trade Name: Dessert First		10. Additional/New Trade Name: Green Theory	

11. **Certification:** I hereby certify under penalty of perjury that the information in this application is true and correct. I also certify that the above named applicant is the true and actual owner of the business. (If the applicant is a Sole Proprietor, the individual must sign; if Partnership, each Partner must sign; if Corporation, the President or Vice President must sign; if Limited Liability Company, the Managing Member must sign below.)

Printed Name: Jonathan Crandall 2-534(a)(2)	Subscribed and sworn to before me on this 14th day of 12, 2023	<i>Matthew Gallo</i> Notary Public	My commission expires on 08/14/2024
Printed Name: Robert Martin 2-534(a)(2)	Subscribed and sworn to before me on this 14 day of 12, 2023	<i>Elise Marie McPherson</i> Notary Public	My commission expires on October 10, 2026
Printed Name: Ian Tsang 2-534(a)(2)	Subscribed and sworn to before me on this 14th day of 12, 2023	<i>Matthew Gallo</i> Notary Public	My commission expires on 08/14/2024

SPECIAL NOTICE

The District of Columbia will provide the appropriate services and auxiliary aids, including sign language interpreters, whenever necessary to ensure effective communication with members of the public who are deaf, hearing impaired or who have other disabilities affecting communications. Requests for services and auxiliary aids should be made at least ten (10) days prior to any scheduled hearing. Please notify the ADA Coordinator at (202) 442-4423.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable Trade Name requirements of the Omnibus Regulatory Reform Act of 1998 have been complied with and accordingly, this ***CERTIFICATE OF TRADE NAME REGISTRATION*** is hereby issued to:

SEQUENTIAL LLC

Trade Name: Green Theory

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 11/9/2023 9:53 AM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: gYYEVweY

MEDICAL CANNABIS ACKNOWLEDGMENT AND ATTESTATION FORM

This form must be signed and notarized as part of the application process by either the President or Vice President of the corporation.

1. The undersigned applicant is not a licensed practitioner making medical cannabis patient recommendations.
2. The undersigned applicant is not a person whose authority to be a caregiver or qualifying patient has been revoked by the ABC Board or the Department of Health.
3. The undersigned entity and all of its owners do not owe more than \$100.00 to the District of Columbia Government. The applicant has attached with its application clean hands certifications for both its business entity and each proposed owner.
4. In the event that ABCA determines that my application otherwise qualifies and is ready for license acceptance, the undersigned applicant subsequently authorizes ABCA to conduct a criminal background check to verify that none of the applicant's owners have been convicted of a felony for a crime of violence, gun offense, tax evasion, fraud, or credit card fraud within the three (3) years preceding the date the application is filed.
5. The undersigned applicant attests that he/she has read the Legalization of Marijuana for Medical Treatment Initiative of 1999 (Act), effective July 27, 2010, Title 22-C of the District of Columbia Municipal Regulations, and has knowledge of District and federal laws and regulations relating to cannabis and medical cannabis.
6. The undersigned applicant assumes any and all risk or liability that may result under District of Columbia and federal laws and regulations from the operation of a medical cannabis cultivation center, manufacturer, retailer, internet retailer, courier, or testing laboratory.
7. The undersigned applicant acknowledges and understands that the medical cannabis laws and enforcement thereof of the District of Columbia and the Federal government are subject to change at any time and that the District of Columbia shall not be liable as a result of these changes.
8. The undersigned applicant attests to the fact that the applicant is the true and actual owner of the business for which the license is sought; the applicant intends to carry on the business for the entity identified in the application and not as the agent of any other individual, partnership, association, or corporation not identified in the application; and the establishment proposed to be licensed will be managed by the applicant in person or by a licensed manager approved by the ABC Board.
9. The undersigned applicant understands that straw ownership for purposes of meeting the medical cannabis ownership requirements set forth in D.C. Official Code § 7-1671.06 is prohibited both for a District resident and an out-of-state resident. I understand that a person who is found to have willfully asserted straw ownership shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not more than the amount set forth in section 101 of the Criminal Fine Proportionality Amendment Act of 2012, effective June 11, 2013 (D.C. Law 190317; D.C. Official Code § 22-3571.01), or imprisoned for not more than one year or both, and shall also have its license application denied.
10. The undersigned applicant understands that the ABC Board is not required to issue all of the available licenses to operate a cultivation center, manufacturer, retailer, internet retailer, courier, or testing laboratory.
11. The undersigned specifically acknowledges receipt and advisement of the notices below. The undersigned agrees to and accepts the limitation of liability against the District, and the requirement to indemnify, hold harmless, and defend the District.

- (A) Limitation of Liability—The District of Columbia shall not be liable to the licensee, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, accident, loss, compensation or claim, based on, arising out of or resulting from the licensee's participation in the District of Columbia's medical cannabis program, including but not limited to the following: arrest and seizure of persons and/or property, prosecution pursuant to federal laws by federal prosecutors, interruption in the licensee's ability to operate its medical cannabis cultivation center, manufacturer, retailer, internet retailer, courier, or testing laboratory; any fire, robbery, theft, mysterious disappearance or any other casualty; the actions of any other registrants or persons within the cultivation center, manufacturer, retailer, internet retailer, courier, or testing laboratory. This Limitation of Liability provision shall survive expiration or the earlier termination of this license if such license is granted.
- (B) Indemnification, Hold Harmless and Defense Obligations—The licensee hereby indemnifies and holds the District of Columbia, its officers, directors, employees, affiliates and agents ("Indemnified Parties") harmless and shall defend the Indemnified Parties (with counsel satisfactory to District of Columbia) from and against any and all losses, costs, damages, liabilities, expenses, claims and judgments (including, without limitation, attorney's fees and court costs) suffered by or claimed against the Indemnified Parties, directly or indirectly, based on, arising out of or resulting from (i) the licensee's establishment and operation of a cultivation center, manufacturer, retailer, internet retailer, courier, or testing laboratory in the District's medical cannabis program, (ii) the negligence or willful misconduct of the licensee or its employees, contractors, agents, licensees, guests or invitees, (iii) any breach or default by the licensee in the performance or observance of its covenants or obligations under this license, or (iv) any violations of law by of the licensee or its employees, contractors, agents, licensees, guests or invitees.
- (C) Federal Prosecution—The United States Congress has determined that cannabis is a controlled substance and has placed cannabis in Schedule I of the Controlled Substance Act. Growing, distributing, and possessing cannabis in any capacity, other than as a part of a federally authorized research program, is a violation of federal laws. The District of Columbia's law authorizing the District's medical cannabis program will not excuse any registrant from any violation of the federal laws governing cannabis or authorize any registrant to violate federal laws.

12. The undersigned applicant certifies that all of the information provided in this Acknowledgment and Attestation Form (Form) is complete, true and correct to the best of my knowledge and belief. I understand that any misrepresentation, falsification, or omission of any facts called for in this Form or in the application may render the application void and subject to denial by the ABC Board. I also understand that the making of false statements may be punishable by the imposition of a fine or may constitute the basis for a criminal offense under D.C. Official Code § 22-2514. I authorize ABCA to conduct any investigation it deems necessary and appropriate to ascertain the veracity of this Form and my application.

13. The undersigned chooses to sign this Acknowledgment and Attestation Form willingly and without reservation and is fully aware of its meaning and effect.

Certification

I hereby certify under penalty of perjury that the information in this form and on my application is true and correct.

Jonathan Crandall Founder Desser & First
Applicant First and Last Name Title Company

2-534(a)(2) 10/12/23
Applicant Signature Date

Subscribed and sworn to before me [Signature] on this 12 day of OCTOBER, 2023
Notary Public Signature

ROBERT M. ROBERTS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 15, 2024
Commission Expiration Date

SECTION VII | PROPOSED HOURS

Enter general hours of operation and hours for each endorsement/permitted activity. The latter may not exceed the stated hours of operation.

Hours of Operation

	Hours of Operation
Sunday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Monday	Start: <u>10 AM</u> am/pm End: <u>9 PM</u> am/pm
Tuesday	Start: <u>10 AM</u> am/pm End: <u>9 PM</u> am/pm
Wednesday	Start: <u>10 AM</u> am/pm End: <u>9 PM</u> am/pm
Thursday	Start: <u>10 AM</u> am/pm End: <u>9 PM</u> am/pm
Friday	Start: <u>10 AM</u> am/pm End: <u>9 PM</u> am/pm
Saturday	Start: <u>10 AM</u> am/pm End: <u>9 PM</u> am/pm

Hours Open to the Public (Retailers Only)

	Hours Open to the Public
Sunday	Start: <u>12 PM</u> am/pm End: <u>7 PM</u> am/pm
Monday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Tuesday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Wednesday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Thursday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Friday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Saturday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm

Delivery (Retailers and Internet Retailers Only)

	Hours of Delivery
Sunday	Start: <u>12 PM</u> am/pm End: <u>7 PM</u> am/pm
Monday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Tuesday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Wednesday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Thursday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Friday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm
Saturday	Start: <u>11 AM</u> am/pm End: <u>8 PM</u> am/pm

Safe-Use Treatment Facility (Retailers Only, if applicable)

	Hours of Service/Consumption
Sunday	Start: _____ am/pm End: _____ am/pm
Monday	Start: _____ am/pm End: _____ am/pm
Tuesday	Start: _____ am/pm End: _____ am/pm
Wednesday	Start: _____ am/pm End: _____ am/pm
Thursday	Start: _____ am/pm End: _____ am/pm
Friday	Start: _____ am/pm End: _____ am/pm
Saturday	Start: _____ am/pm End: _____ am/pm

Question: Detail how you will ensure that all employees receive regular training on DC laws, medical cannabis use, security, and theft prevention. Specify any ABCA approved medical cannabis certified training providers being utilized. Attached supporting documentation, if necessary.

In order to ensure that all employees receive regular training on DC laws, medical cannabis use, security, and theft prevention, the following comprehensive approach will be implemented at Dessert First.

Training Program Development: Dessert First has partnered with ABCA approved Green CulturED to administer all required industry training. All owners have completed this certification.

In addition, a structured training program will be developed to cover all necessary areas including but not limited to opening and closing procedures, cash and product management, security protocols, and theft prevention measures (See supporting opening, closing, cash management and patient experience procedures for more details). This program will be designed to cater to employees at different levels within the organization, from entry-level staff to managerial positions.

Content and Curriculum:

The training content will be developed in collaboration with legal advisors, industry professionals, and MPD to ensure accuracy and relevance. It will be inline with all training and information sessions provided by ABCA. It will cover the following areas:

- **DC Laws and Regulations:** Comprehensive training on the legal framework governing medical cannabis in Washington D.C., including compliance with licensing requirements, patient registration, and product restrictions.
- **Medical Cannabis Use:** Detailed information about the various strains, delivery methods, and dosages of medical cannabis as well as its potential therapeutic uses and side effects. Emphasis will be placed on responsible consumption and patient care.
- **Security and Theft Prevention:** In-depth training on security protocols, access controls, surveillance systems, and procedures to prevent theft, diversion, and unauthorized access to medical cannabis products and sensitive areas of the facility. Including, communicating with MPD around incident reporting and product disposal.

Training Frequency: Training sessions will be conducted on a regular basis, ensuring that all employees undergo refresher training at least annually. New hires will receive

comprehensive training as part of their onboarding process. As new legislation and industry standards are adopted, all staff will be required to demonstrate their knowledge.

Training Delivery: Training will be delivered in-person by owners and/or City Certified management staff. Green CulturED modules will be delivered online.

Certified Training Providers: Dessert First has partnered with ABCA certified training provider Green CulturED to administer required training for staff. All hires will be required to complete the Washington D.C. Cannabis Industry Certification course prior to their first day of employment. See attached certificates confirming that all owners have completed the Washington D.C. Cannabis Industry Certification course.

Documentation and Tracking: All training progress and certifications will be tracked through Green CulturED's learning management portal. Attendance records, training materials, and assessment results will be meticulously documented and tracked for each employee. This documentation will serve as evidence of compliance in case of regulatory audits. All employee related certifications will be tracked in our HR software.

Ongoing Assessment: Regular assessments and evaluations will be conducted to gauge the effectiveness of the training program. Feedback from employees and supervisors will be collected to identify areas for improvement and refinement.

By implementing this comprehensive training program, we are committed to ensuring that our employees are well-informed, compliant, and equipped to contribute to a safe and responsible medical cannabis manufacturing environment as per Washington D.C. regulations.

Question: Detail your knowledge of DC and federal law related to medical cannabis. Attach supporting documentation, if necessary.

Washington D.C. Medical Cannabis Laws:

In Washington D.C., medical cannabis use is legal under specific conditions. The "Legalization of Possession of Minimal Amounts of Marijuana for Personal Use Act of 2014" (Initiative 71) decriminalized the possession of small amounts of marijuana for personal use by adults aged 21 and older. However, the Act did not establish a system for legal sales or commercial production.

For medical cannabis specifically, the "Legalization of Marijuana for Medical Treatment Initiative of 1998" (Initiative 59) was approved by D.C. voters but faced numerous

delays due to federal interference. It wasn't until 2010 that Congress allowed D.C. to implement Initiative 59, leading to the establishment of a medical cannabis program.

On March 4, 2014, the Council of the District of Columbia decriminalized possession of cannabis. The new law went into effect in July, following the mandatory 30-day congressional review period.

Initiative 71 was a Washington, D.C. voter-approved ballot initiative that legalized the recreational use of cannabis. The short title of the initiative was Legalization of Possession of Minimal Amounts of Marijuana for Personal Use Act of 2014. The measure was approved by 64.87% of voters on November 4, 2014 and went into full effect February 26, 2015.

Under the legalization measure that went into effect in 2015, persons over the age of 21 in D.C. may possess up to two ounces of marijuana, grow up to six plants of three mature and three immature marijuana plants in their homes, and transfer up to one ounce of marijuana to another individual. Drug paraphernalia, such as bongs, were also legalized. The legalization measure allows for the sale of marijuana by licensed retailers but no regulatory system has been implemented due to Congressional opposition. However, the legalization of transferring up to one ounce of cannabis as outlined in Initiative 71, has created a transfer economy, where stores and businesses in D.C. exchange cannabis as a gift with the purchases of items such as t-shirts, stickers etc, which are actually being purchased by customers. Public consumption of marijuana remains illegal.

The Medical Cannabis Amendment Act (Act) of 2022 signed by Mayor Muriel Bowser, took effect on March 22, 2023. Key provisions include:

- Name change for the agency, Board
- Introduction of new medical cannabis license, endorsement types.
- Elimination of medical cannabis facility caps, competitive scoring.
- Increased ANC public comment period for medical cannabis facility applications.
- Allows ANCs to file protests, reach Settlement Agreements with medical cannabis business applicants
- Inclusion of social equity initiatives, pathway for unlicensed operators to become licensed
- Increased enforcement authority, introduction of civil penalties
- Introduction of annual medical cannabis sales tax holiday

Federal Cannabis Laws:

At the federal level, cannabis remains classified as a Schedule I controlled substance under the Controlled Substances Act (CSA). This classification means that, according to

federal law, cannabis is considered illegal for all purposes, including medical use. This creates a complex legal landscape where state laws legalizing medical cannabis directly conflict with federal law.

However, there have been developments that have somewhat altered the federal government's stance:

- **Cole Memorandum:** Under the Obama administration, the Cole Memorandum provided guidance to federal prosecutors, suggesting that they prioritize enforcement on specific issues related to cannabis, such as preventing distribution to minors and preventing revenue from going to criminal enterprises.
- **Rohrabacher-Farr Amendment (later known as the Rohrabacher-Blumenauer Amendment):** This budget amendment prohibited the Department of Justice from using federal funds to interfere with state medical cannabis laws. It was renewed annually as part of the federal budget process.

At Dessert First, our unwavering commitment is to prioritize strict adherence to the prevailing Washington D.C. Medical Cannabis laws. Above all else, we are dedicated to upholding the regulations set forth by the local authorities, ensuring that every aspect of our operations is conducted within the bounds of legal compliance. Our pledge to diligently follow these laws is not only a fundamental obligation but a testament to our respect for the community, our customers, and the industry as a whole. We view this commitment as an integral part of our mission to provide safe, responsible, and transparent access to medical cannabis, fostering an environment of trust and integrity for the betterment of our valued patrons and the broader community.

Question: Detail the source of funds being used to acquire or develop the proposed medical cannabis facility. Attach supporting documentation.

Our proposed medical cannabis company financial foundation is built upon a dual approach, combining self-funding and strategic collaboration with private investors. This comprehensive funding strategy reflects our commitment to the project's success and our dedication to ensuring a secure and well-capitalized endeavor. By leveraging our personal resources and forming partnerships with private investors who share our vision, we aim to create a robust financial framework that will enable the development and operation of a responsible and sustainable medical cannabis company in accordance with the highest standards of excellence and compliance. An initial \$250,000 has been committed to this enterprise with additional capital being available should the need arise.

1. Self-Funding: \$125,000 - All owners have combined to personally invest this amount

2. Private Investors: \$125,000

3. We have opened an account with FVC bank to secure all cash deposits and maintain operating accounts through which wages, taxes, and capital expenditures will be paid.

We will be privately funded to start with each owner contributing and raising additional funds from friends, family, and private investors. We see the potential need for future investment to fund potential expansion of existing footprint, opening a second location, adding a cultivation license, etc. See attached funding agreement detailing the financial commitments made to the enterprise. \$250,000 was estimated as more than enough to cover start-up costs including securing a lease, outfitting the location to meet ABCA requirements, purchase industry specific seed-to-sale tracking and point of sale systems Metrc and Dutchie, cover training costs for owners and staff, and purchase initial inventory. Initial profits will be reinvested back into the business to enhance our retail location and to provide world class service to our patients.

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 12/6/2017
Category: 4003
License#: 400318000410
License Period: 12/1/2017 - 11/30/2019

BASIC BUSINESS LICENSE

Billing Name and Address:
ODYSSEY ENTERPRISES LLC.
JONATHAN CRANDALL

Premise/Application's Name and Address:
ODYSSEY ENTERPRISES LLC.

Registered Agent's Name and Address:
JONATHAN CRANDALL

1026 8TH STREET N.E.
UNIT #A
WASHINGTON, DC 20002

1026 8th ST NE, UNIT A
WASHINGTON, DC 20002

1026 8TH STREET N.E. UNIT #A
WASHINGTON DC20002

Owner's Name
Corp. Name **ODYSSEY ENTERPRISES LLC.**
Trade Name

CofO/HOP#:HO1800096	SSL: 00	Zone:	Ward:	ANC:	PERM NO.
		UNITS: 1			

General Business - General Business Licenses

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

Melinda Bolling

Director:
Melinda Bolling

*License Effective from the later of Issued or Start of License-Period Date

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

BUSINESS INFORMATION RELEASE AUTHORIZATION

This authorization form must be completed for your business entity. The signatory must be the President or Vice President if your business entity is a for-profit or non-profit Corporation.

Failure to complete this form may result in delays of obtaining your license and may result in the license being denied if this information cannot otherwise be obtained.

- I authorize any agent from the Alcoholic Beverage and Cannabis Administration, to obtain any information, relating to the business entity's activities, financial or lending institutions, credit bureaus, consumer reporting agencies and retail business establishments, or individuals. This information may include all aspects of the business entity.
- I release any individual, including records custodians, from all liability for damages that may result to me because of compliance, or any attempts to comply, with this authorization. This release is binding, now and in the future, on my heirs, assignees, associates and personal representative(s) of any nature. Copies of the authorization that show my signature are as valid as the original release signed by me.
- I hereby certify under penalty of perjury that the foregoing information is true and correct. I further, hereby, authorize the ABC Board or its employees to investigate any and all of the information provided by me in this application.

Jonathan Crandall

Full Legal Name

Founder

2-534(a)(2)

Title

FEIN

Sequential LLC

Entity Name

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

City

ST

Postal Code

2-534(a)(2)

10/27/23

Signature

Date

Camera 5 - Monitors back exit and surrounding parking lots and alleys

Door contact 3

Motion Sensor 3

METAL EGRESS BACK DOOR OUTS WING

**Dessert First -
4828 McArthur Blvd NW
Wash dc
Proposed retail location**

BACK ROOM STORAGE

RESTRICTED AREA

Alarm Control Panel and DVR

Camera 3 - Monitors bathroom entrance & sales counter including cash register/POS

Door Contact 2

Camera 4 - Monitors product preparation areas, inventory, and rear exit

Motion Sensor 2

EXISTING BATHROOM

HEAT PUMP FOR FRONT AND BACK ROOMS

FRONT RETAIL SPACE

FRONT RETAIL SPACE

EXISTING RETAIL
-NO ELECTRICAL CHANGES NEEDED
-EXISTING LIGHTING NO CHANGED NEEDED

Camera 2 - Monitors cash register/POS, sales floor, and secure door to inventory control room

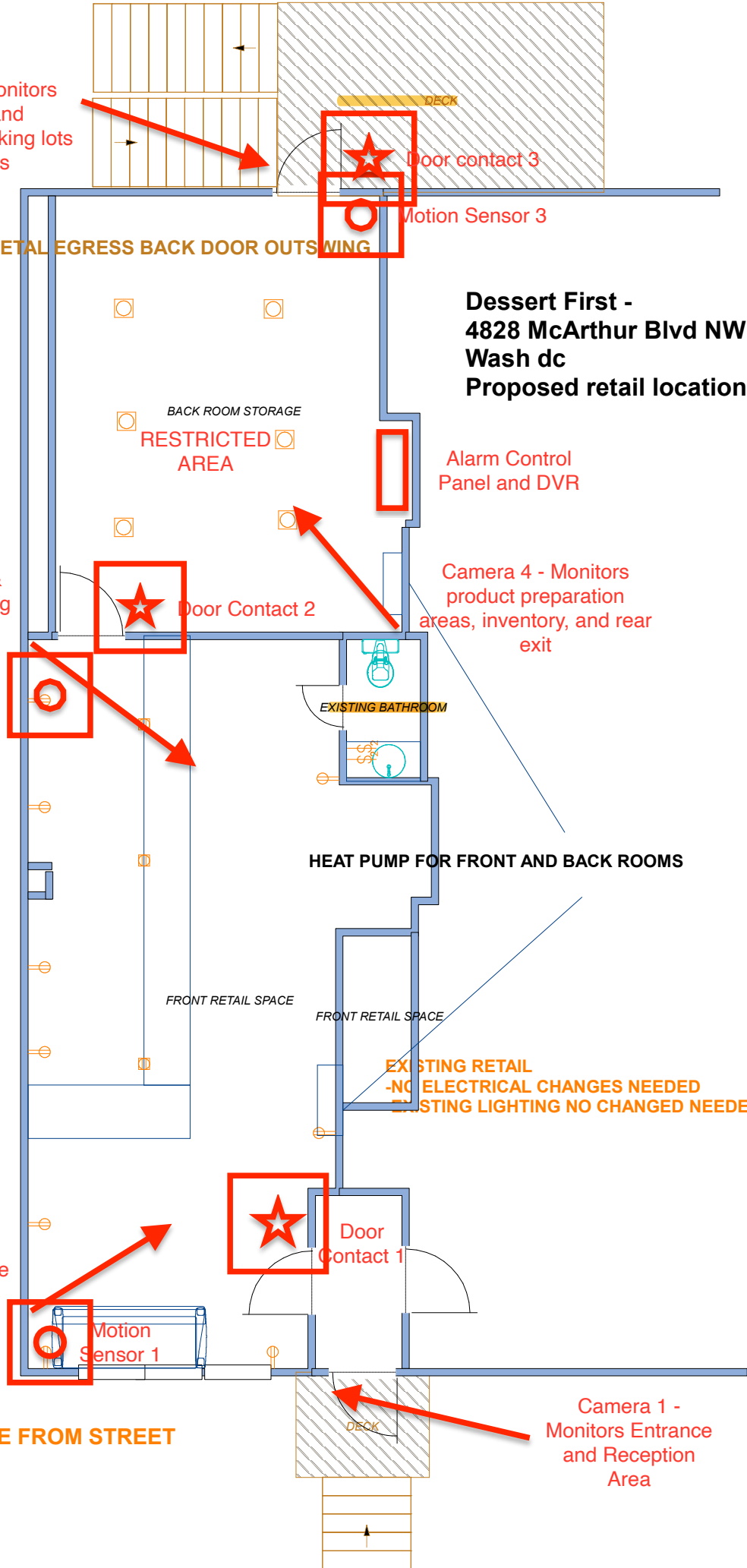
Door Contact 1

Motion Sensor 1

MAIN ENTRANCE FROM STREET

DECK

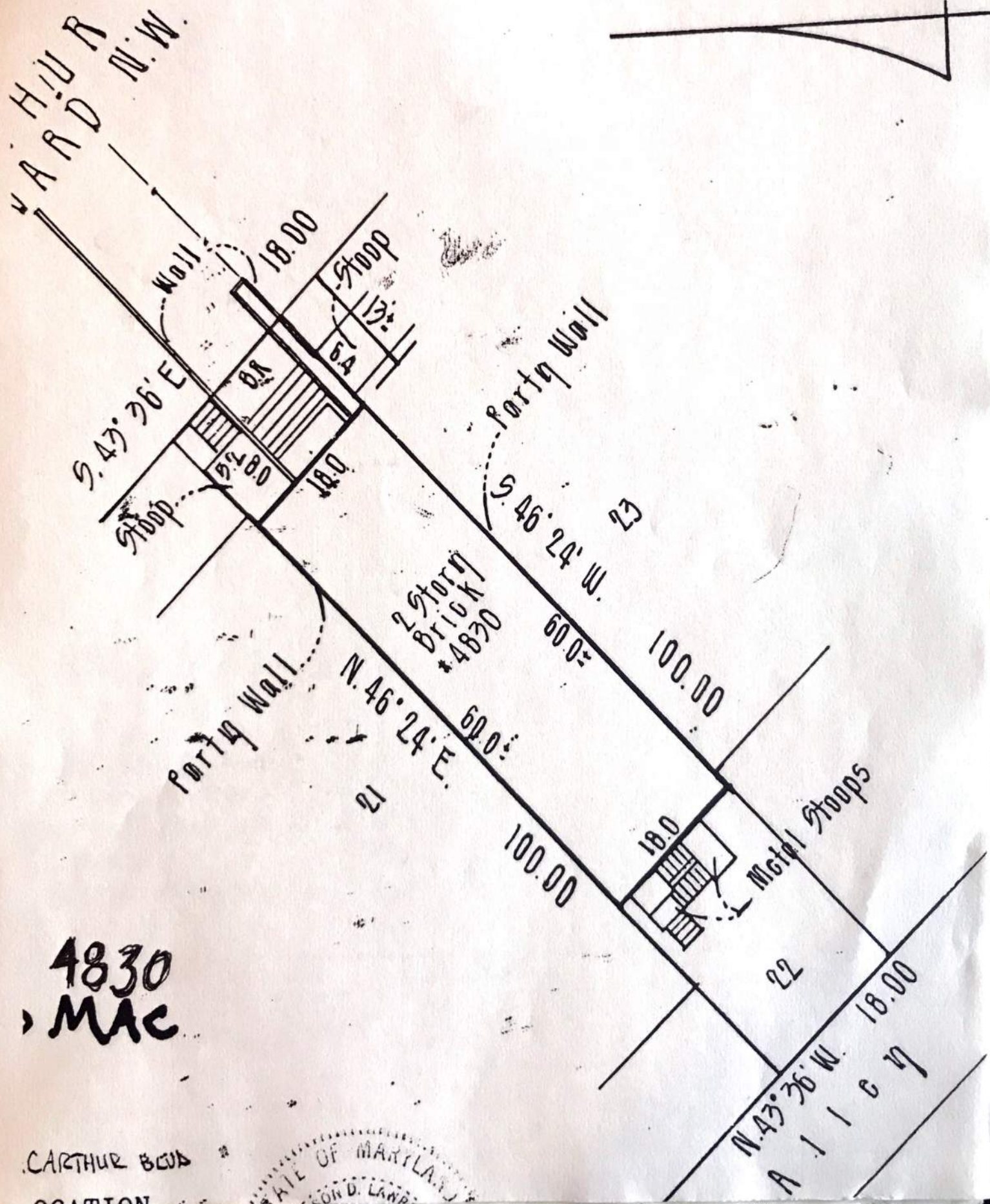
Camera 1 - Monitors Entrance and Reception Area



4830 MAC

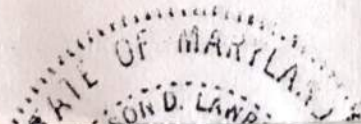
4830

Survey for title purposes only - not to be used for determining property lines. Property corner markers not guaranteed



4830
MAC

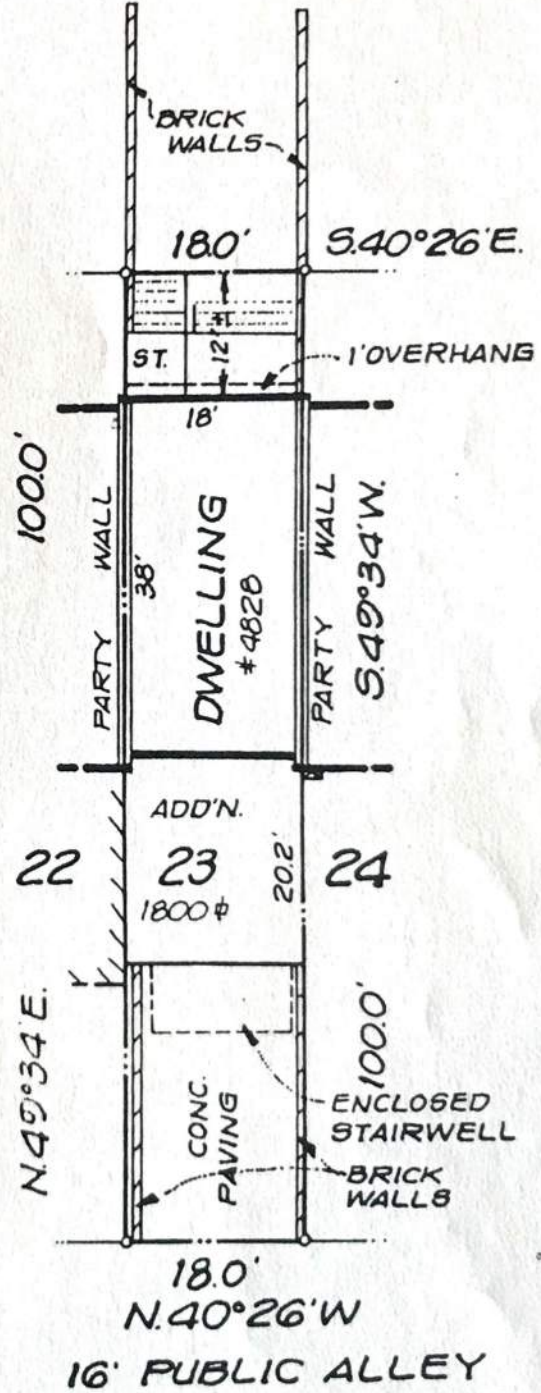
CARTHUR BEVIS
LOCATION



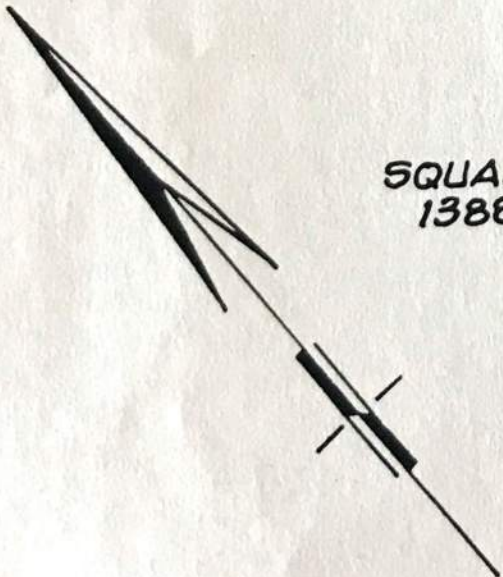
2-534(a)(2)

4828 MAC
MACARTHUR

MACARTHUR BOULEVARD, N.W.



SQUARE 1388



4828 MAC

NOTE: THIS PROPERTY DOES NOT LIE WITHIN THE LIMITS OF A FLOOD HAZARD AREA AS DELINEATED ON THE MAPS OF THE NATIONAL FLOOD INSURANCE PROGRAM



Date of Notice: August 30, 2023

Notice Number: L0010071437

SEQUENTIAL LLC

2-534(a)(2)
2-534(a)(2)

FEIN: 2-534(a)(2)

Case ID: 1759302



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

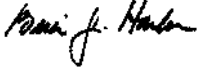


CO

CERTIFICATE OF OCCUPANCY

PERMIT #CO2400184

ISSUED DATE: 10/30/2023

Address 4828 MACARTHUR BLVD NW, WASHINGTON,		Zone MU-4	Ward 3	Square 1388	Suffix -	Lot 0023
Description of Occupancy						
Approved Building Code Use PROFESSIONAL SERVICES - B		Occupant Load LOAD TYPE: OCCUPANTS OCCUPANT LOAD (MAXIMUM TOTAL NUMBER OF PEOPLE THAT OCCUPY THE SPACE): 17				
Approved Zoning Code Use RETAIL ESTABLISHMENT						
Approved Zoning General Use BUSINESS						
Additional Info -						
Permission is hereby granted to SEQUENTIAL LLC	Trading Name DESSERT FIRST		Floor(s) Occupied SECOND			
Property Owner THE BENSON TARRANT FOGLE REVOCABLE TRUST THE SONJA LANELLE FOGLE REVOCABLE LIVING TRUST	Address 4828 MACARTHUR BLVD NW, WASHINGTON, DISTRICT OF COLUMBIA 20007		BZA/PUD Number -		Occupied Sq. Footage 1080.0	
					Permit Fee \$82.50	
Building Permit Number (if applicable) -			Approved C of O CHANGE PERMANENT			
Conditional Restriction -						
Legal notes THIS CERTIFICATE MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS MAIN ENTRANCE, EXCEPT PLACES OF RELIGIOUS ASSEMBLY. USE COMPLIES WITH DCMR TITLE 11 (ZONING) AND TITLE 12 (CONSTRUCTION). AS A CONDITION PRECEDENT TO THE ISSUANCE OF THIS CERTIFICATE, THE OWNER AGREES TO CONFORM WITH ALL CONDITIONS SET FORTH HEREIN, AND TO MAINTAIN THE USE AUTHORIZED HEREBY IN ACCORDANCE WITH THE APPROVED APPLICATION AND PLANS ON FILE WITH THE DISTRICT GOVERNMENT AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE DISTRICT OF COLUMBIA. THE DISTRICT OF COLUMBIA HAS THE RIGHT TO ENTER UPON THE PROPERTY AND TO INSPECT ALL SPACES WHOSE USE IS AUTHORIZED BY THIS CERTIFICATE AND TO REQUIRE ANY CHANGES WHICH MAY BE NECESSARY TO ENSURE COMPLIANCE WITH ALL THE APPLICABLE REGULATIONS OF THE DISTRICT OF COLUMBIA.						
Acting Director BRIAN J. HANLON, AIA LEED AP® 						
10/30/2023		TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639				



Dessert First

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Executive Summary

Dessert First's mission is to create the model for responsible and sustainable cannabis distribution, consumption, and education in Washington, D.C. We will live at the intersection of cannabis, music, and art culture providing customers with an elevated experience that creates loyal patronage for life.

We do not aim to simply be a cannabis retailer, but rather a lifestyle brand focused on holistic living, narcotic harm reduction, and medicinal uses for marijuana. We will build a fully licensed, completely compliant medical cannabis mercantile containing goods from local artisans that empower customers to live healthier lives.

The current i-71 cannabis "gifting" economy is rapidly coming to its conclusion in Washington D.C. When i-71 passed in 2014, it launched a gray market that has largely been left unregulated. Cannabis shops line the streets of D.C., but few aim to provide an elevated, curated experience to customers. The current model for most shops is sterile, bare bones, uninviting, and caters to a transactional at best, and shady at times, experience.

Fast forward to today, and regulations are changing once again. Starting in November 2023, cannabis stores will be required to apply for "retailer licenses" and customers will be required to hold medical cannabis patient cards which can be self attested to without the need for a doctor's signature.

In 2024, the District of Columbia Alcoholic Beverage and Cannabis Administration Board will begin enforcing the new legislation in an effort to legitimize the industry, enforce tax compliance, and standardize product quality. Dessert First aims to be a leader in this new market; providing a space for the communities we serve to come together, learn from and support one another.

Dessert First is uniquely positioned to capture market share given our eligibility and strong case for a retailer license in the first wave beginning in November 2023. Public data from D.C. ABCAB showed that in 2022 the 7 licensed medical cannabis dispensaries in D.C. grossed over \$36 million in revenue¹ while the gifting economy was estimated to generate substantially more than that amount². Our first mover's advantage will be key in establishing a lasting foothold. We estimate gross revenues of \$4,264,000 in the first year of business reflecting a modest share of this newly expanded market.

In addition to our Medical Retailer license, we will be seeking 'Summer Garden, Safe-Use Treatment Facility, Delivery, and Educational Tasting' license endorsements. These additional endorsements allow for outdoor consumption via private outdoor space or rooftop, in-door consumption in designated areas, and educational events such as cooking classes. All of these will be novel experiences never before permitted in D.C.

Founded by Jonathan Crandall in partnership with Robbie Martin and Ian Tsang, Dessert First is led by a team with years of i-71, business management, events, and philanthropic experience. The team's vision is

¹ <https://abca.dc.gov/node/1582236#gsc.tab=0>

² <https://hightimes.com/news/washington-d-c-passes-bill-to-expand-medical-weed-sales/> Chairman of the Council of DC, Phil Mendelson estimated the i-71 economy to be worth \$600 million

to set the new standard for responsible cannabis education in the Nation's Capital. Full founder bios can be found beginning on page 5.

I. Company Purpose

Dessert First was formed to provide an approachable and enjoyable cannabis buying experience for life long consumers and first timers alike. We are passionate about the medicinal benefits of cannabis including its place in narcotic harm reduction and use by patients of diseases such as cancer and epilepsy.

II. Retail

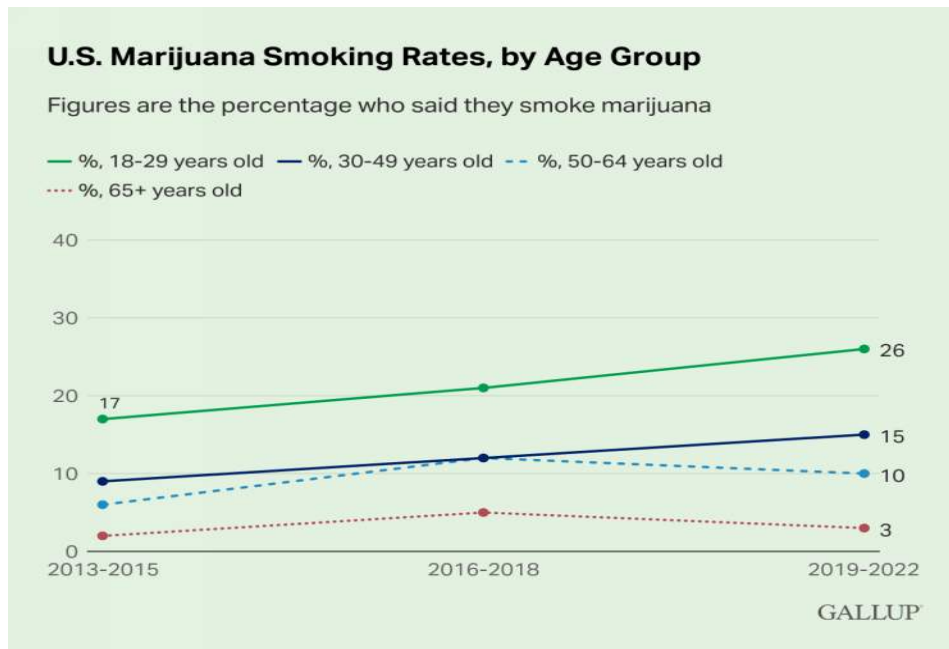
Our retail location will strive to provide a product for all types of customers, offering an experience based in knowledgeable discourse and thoughtful recommendation. We want our customers to leave feeling confident and educated on what they are purchasing and consuming.

Our target market is the 71% of District of Columbia residents who are age 21 and older. Nationally 16% of Americans say that they actively consume cannabis products³. Based on D.C.'s latest population estimate, there are 482,112 adults 21+ in D.C.⁴. Cannabis consumption has seen year over year increases and those trends show no sign of slowing down.

We believe the gap in the D.C. market is on the high end. Currently there are very few groups aiming to provide their target market with anything but a transactional experience. We are confident that by creating a higher end safe retail space, we will increase our average spend per customer and create repeat business, lowering our customer acquisition costs over time.

³ <https://news.gallup.com/poll/284135/percentage-americans-smoke-marijuana.aspx>

⁴ <https://news.gallup.com/poll/284135/percentage-americans-smoke-marijuana.aspx>



Mission & Vision Statement

Dessert First's mission is to elevate the Washington, D.C. cannabis industry by providing customers a curated and experiential environment. Our sights are set on building the model for responsible cannabis distribution, consumption, and education. Long-term, we plan to open additional retail locations and diversify into cultivation as well. Integrating cannabis cultivation will allow for greater brand value while reducing the need for 3rd party product suppliers.

Core Values

Our core values are Quality, Transparency, Approachability, Education, and putting the Consumer Experience First.

Team Structure

Founder: Jonathan Crandall

A D.C. local, Jonathan (Johan) Crandall has years of experience in the cannabis space, having helped build a thriving brand and distribution company in California called Zuggati, license no. C11-0001368. His group completed a warehouse buildout in

accordance with state regulations on zoning, water, and state cannabis board regulations. It was during this process that he became intimately familiar with the rules and regulations associated with the legal cannabis market. Distribution licenses focus on making sure cultivators and retailers can move their products statewide in accordance with state laws and regulations. Under the distribution license we sought to gain as many licensed retailers and cultivators as we could that were interested in using our services. In that time, we also added a cultivation license and a refrigerated transport business to our portfolio. Zugatti has since grown into a well known brand in Los Angeles and the surrounding areas. We want to bring that level of professionalism and successful growth to D.C. We hope to launch a new brand in our local area and believe a retail location is necessary to support this endeavor. Jonathan is a graduate of Radford University with a degree in marketing and calls NOMA home. He is also a touring musician and producer.

Co-Founder: Robbie Martin

Robbie was born and raised in Atlanta, GA before completing his undergraduate studies at Virginia Tech. While at VT, he graduated with dual degrees in business management and marketing with a concentration in entrepreneurial studies and professional sales. Post-grad, he moved to the D.C. area and has called Adams Morgan home for the last two years. Professionally, Robbie has forged a successful career working with businesses of all sizes on process automation, tax and regulatory compliance, benefit administration, and cyber security. Robbie is passionate about philanthropy and aims to give back to the local community via fundraising, job creation, and professional development.

Co-Founder: Ian Tsang

Originally from New York, Ian moved to D.C. in 2011 to study at American University. He graduated in 2015 and has called D.C. home ever since. Ian was a partner in starting the Zugatti brand in California and has worked closely with Jonathan as business partners for over 7 years. During this time, Ian learned about the growing legal cannabis market and has had hands-on experience working in cultivation centers and dispensaries. Most recently, Ian worked as general manager of the D.C. dispensary Tree of Life where he gained knowledge on the D.C. local market. He became an expert in retail operations in the cannabis industry.

III. Products and Services

Product Offerings:

We will provide our customers a full range of cannabis products including flower, edibles, concentrates, oils, and disposable vapes. We aim to also cater to first time or novice consumers by providing “low gravity” strains ranging from 5-8% THC. All cannabis products will be sourced from registered cultivators and manufacturers.

In addition, we will provide non-alcoholic beverages, coffee drinks, and potentially light food fare to further monetize our space and create a vibe similar to the world famous Amsterdam Coffee Shops.

Cannabis, Music, and Arts Events

To drive traffic to the store and increase brand loyalty and exposure, we will host the following activities:

- Presentations by cannabis industry experts
- Lectures by healthcare professionals on the safe use and medicinal benefits of cannabis
- Musical performances
- Art showcases
- Open mic opportunities

Pricing Model:

Flower:

- Cost per pound: \$2,000, translating to roughly \$15.63 per 8th/oz
- Retail pricing per 8th/oz is \$50-\$65
- Total markup of roughly 300-400%

*Other products such as vape cartridges, concentrates, and edibles will have a similar cost and pricing structure per unit. We plan to do extensive research and testing with numerous suppliers to make sure we have the highest quality products at the best rate possible.

Location Analysis

We are currently searching for our first location. The goal is to be located in a neighborhood with sufficient foot traffic so we can support local customers. On-site parking is a plus, as we do expect customers to drive once most i-71 shops close out. A space with an outdoor area or space to create one is a major want, as we plan to use it to host events, seminars, and as our "summer garden" outdoor consumption area. Our aim is to be a valued member of the community while establishing our brand, hence, we are trying to avoid being in direct local competition with another retailer.

Competitor Analysis:

Top Competitors:

- 6 Licensed Cannabis Retailers:
 - Capital City, Herbal Alternatives, National Holistic Healing Center, Takoma Wellness, Cannabliss, Anacostia Organics
 - The currently licensed retailers have not needed to operate competitively because of *D.C.*'s decade long freeze on new licenses. The space is ripe for new entrants to disrupt the status quo and provide customers a more curated experience.
 - Their strengths are their current customer base. However, with the shift from i-71 to medical, we expect a boom in legal cannabis spending which cannot be met by the existing suppliers.

Secondary Competitors:

- Potential for continued gray and black market competition. Depending on *D.C.*'s aggressiveness with enforcement, we expect the gray and black markets to linger. This could impact pricing as most cannabis in *D.C.* is currently imported from places like California and Maine, putting pressure on local growers and retailers.

IV. Marketing Plan

Positioning Strategy

The cannabis market is large, and growing. Potential buyers will be interested in our medical cannabis retail store for several reasons:

- I. High-Quality and Safe Products: We are committed to offering only the highest quality medical cannabis products that meet strict quality control standards. Our buyers can trust that they are purchasing safe and effective products to address their health needs. All products will be lab tested in compliance with D.C. regulation.
- II. Expert Consultation: We provide personalized consultations with knowledgeable staff who can guide buyers through our product offerings, helping them find the right products based on their medical conditions and preferences.
- III. Variety and Innovation: Our diverse range of medical cannabis products caters to a wide range of needs and preferences. We stay updated with the latest advancements in cannabis research and technology to offer innovative solutions.
- IV. Education and Resources: We understand that many buyers are new to medical cannabis. Through our in-store resources and online content, we offer educational materials to help buyers make informed decisions about their treatment options.

We have identified our buyer persona's biggest challenges and goals, which include:

- Navigating Legal and Regulatory Complexity: We are dedicated to ensuring all products are sourced and sold in accordance with local laws and regulations. Our staff educates buyers on legal requirements, putting them at ease.
- Effective Treatment for Medical Conditions: We work closely with medical professionals to understand common conditions that our products can address. Our staff is trained to provide personalized recommendations based on buyers' health goals.
- Lack of Knowledge: Many buyers are unfamiliar with the medical benefits of cannabis. We will address this by providing educational resources, in-store workshops, and online content that covers the science behind cannabis and its potential therapeutic uses.

Our website will play a pivotal role in enhancing the overall customer experience and driving business growth:

- E-Commerce Platform: Our website will serve as an e-commerce platform, allowing buyers to conveniently browse our product catalog, place orders online, and even schedule in-store pickups and deliveries.
- User Reviews and Testimonials: By showcasing reviews and testimonials from satisfied buyers, we build trust and credibility, encouraging potential buyers to choose us for their medical cannabis needs.

In summary, potential buyers will be drawn to our medical cannabis retail store due to our commitment to quality, expertise, and customer education. We will address their challenges and goals through compliance, personalized consultations, and educational resources. Our website will serve as an essential tool for e-commerce, education, and building trust with our audience.

Acquisition Channels

Our medical cannabis retail store will employ a mix of customer acquisition channels to effectively reach our target audience and drive sales. These channels include:

- **Search Engine Marketing (SEM)**: We will invest in pay-per-click (PPC) advertising campaigns on search engines like Google to ensure our store appears prominently when potential buyers search for medical cannabis products online.
- **Social Media Marketing**: Leveraging platforms such as Instagram, Facebook, and Twitter, we will share engaging content, product updates, and educational materials to connect with our audience and build a loyal following.
- **Email Marketing**: We will implement an email marketing strategy to keep our customers informed about new products, promotions, and educational resources. This will help nurture our customer relationships and encourage repeat business.
- **Local Events and Workshops**: Hosting and/or participating in local events, workshops, and seminars related to medical cannabis will allow us to engage directly with our community and showcase our expertise.
- **Influencer Partnerships**: Collaborating with influencers and thought leaders in the medical cannabis field can help us reach a wider audience and gain credibility.
- **Print Marketing**: We plan to utilize print marketing to offer a tangible and memorable way to engage with our target audience. Stickers, flyers, and other

print products showcase our products, special offers, and educational content. We'll use eye-catching visuals and clear messaging to attract attention and educate customers.

In the first year of operation, our focus will be on establishing a strong online presence and creating meaningful connections with our local community. Therefore, we plan to prioritize the following channels:

- **Search Engine Marketing (SEM):** Given the high search volume for medical cannabis-related terms, we'll allocate a significant portion of our marketing budget to SEM to ensure that potential buyers find us easily when searching for medical cannabis solutions.
- **Local Events and Workshops:** Establishing a physical presence and fostering relationships with our local community is essential. We'll host educational workshops and participate in local events to engage with potential buyers face-to-face.
- **Social Media Marketing:** We'll use social media to amplify our content and engage with our audience. Sharing success stories, product highlights, and educational snippets will help us build a loyal online following.
- **Email Marketing:** Implementing an email marketing strategy from the outset will allow us to stay in touch with early customers, inform them about new products, and provide educational updates.

By focusing on these channels in our first year, we aim to create a strong foundation for growth and establish ourselves as a trusted resource for medical cannabis products and information. As we learn more about our audience and their preferences, we will continue to refine our customer acquisition strategy to maximize its effectiveness.

Tools and Technology

We currently employ Wix website builder as the content management system for our website. Social media is a huge part of our marketing portfolio and the team has extensive knowledge of all social media platforms including, but not limited to, Instagram, Twitter, TikTok, Facebook, and Snapchat for social media promotion. Canva is another tool our team will utilize to produce quality content for our different platforms. We have experience using GoogleAds as a means of promotion along with social media tools such as the Instagram Ads tool. We also plan to utilize MailChimp as our email marketing software to help us manage and track our email campaigns.

V. Sales Plan

Sales Methodology

We will employ a combination of inbound and outbound strategies to reach and engage new leads effectively:

Inbound Strategy:

Our inbound strategy will focus on attracting potential leads who are actively seeking information and solutions related to medical cannabis. This will involve:

- **Content Marketing:** We will create high-quality content, videos, and informative guides that address common questions and concerns about medical cannabis. By providing valuable information, we'll position ourselves as a trusted resource and attract organic traffic to our website and retail location.
- **Search Engine Optimization (SEO):** We'll optimize our website for relevant keywords to ensure that when potential leads search for medical cannabis products or information, they find our content and website easily.
- **Social Media Engagement:** We'll actively engage with our audience on social media platforms by sharing educational content, product offerings, and interacting with comments and messages.

Our outbound strategy will involve proactive efforts to identify and connect with potential leads who might benefit from our medical cannabis products. This will include:

- **Email Campaigns:** We'll develop targeted email campaigns to introduce our products, share educational content, and offer special promotions to a segmented list of leads who have shown interest.
- **Networking and Partnerships:** We'll attend relevant industry events, conferences, and local health fairs to connect with potential leads face-to-face and forge partnerships with medical professionals and advocacy groups.
- **Influencer Collaborations:** Partnering with reputable influencers and experts in the medical cannabis field can help us reach a wider audience and gain credibility.

Our prospecting strategy aligns with the nature of our business and the needs of our target audience. As a medical cannabis retail store, it's essential for us to educate

potential leads about the benefits and proper use of medical cannabis products. Our strategy makes sense for several reasons:

- **Educational Focus:** Medical cannabis is still relatively new to many individuals, and misinformation is common. By focusing on education, we build trust and establish ourselves as a reliable source of accurate information.
- **Long-Term Relationship:** Our goal is not just a one-time sale, but to foster long-term relationships with our customers. An inbound approach allows us to provide ongoing value, creating loyal customers who return for their medical cannabis needs.
- **Building Authority:** By consistently sharing well-researched and informative content, we position ourselves as industry experts. This authority can drive organic growth as satisfied leads share our content and recommend our store.

In summary, our hybrid strategy of combining inbound and outbound approaches allows us to cast a wide net to reach potential leads while maintaining a focus on education and building trust. This approach is ideal for a medical cannabis retail business, as it aligns with the need for accurate information and personalized solutions in a rapidly evolving industry.

Sales Organization Structure

Our team consists of members who all have extensive experience in sales and marketing. The team will be responsible for converting leads into customers, building relationships, and ensuring a positive buying experience. We'll also be focusing on generating leads, creating brand awareness, and providing valuable content to educate and engage potential customers. These sales and marketing components will work closely together to ensure a cohesive strategy that drives leads through the sales funnel. Ways in which we ensure this collaborative environment include:

- **Regular Communication:** The sales and marketing teams will hold regular meetings to align on goals, discuss lead quality, and exchange insights from customer interactions.
- **Lead Handoff:** Marketing will pass qualified leads to the sales team, ensuring smooth transition and effective follow-up.
- **Feedback Loop:** Sales teams will provide feedback to marketing about the quality of leads, common objections, and customer insights. This information will help marketing refine their strategies.

- **Shared Objectives:** Both teams will share common objectives, such as revenue targets and customer satisfaction metrics, fostering a sense of unity and shared purpose.

By utilizing this collaborative approach between sales and marketing, our medical cannabis retail business can effectively generate leads, nurture relationships, and drive sales conversions.

Sales Channels

We will offer in-store, delivery, and pick up purchase options for all licensed customers. We will deploy a seed-to-sale POS and inventory tracking system to manage sales and comply with inventory management requirements.

Website and Ecommerce Sales Integrations: Our website will be equipped with seamless ecommerce integration, enabling customers to browse our product catalog, add items to their carts, and complete purchases online. This user-friendly online shopping experience will provide convenience for customers who prefer to buy directly from our website, contributing to increased sales volume and revenue.

The website and ecommerce sales integrations provide customers with a seamless and hassle-free way to browse, select, and purchase products. This user-friendly experience encourages online sales, contributing to achieving our revenue targets.

VI. Legal Notes

Legal Structure

Sequential LLC dba Dessert First is owned in partnership by Jonathan Crandall, Ian Tsang, and Robbie Martin.

Legal Considerations

Dessert First will operate within all required D.C. legislation governing the medical sale of cannabis products and paraphernalia. This includes hours of operation, adequate staffing levels, on-site security, cash management, seed-to-sale inventory tracking, and destruction of expired or unsold products.

Our retail location will not be located within 300 feet of a daycare, primary/secondary school, or recreation center. Additionally, it will not be within 400 feet of another licensed cannabis retailer.

VII. Financial Considerations

Start-up Costs

Our start-up costs for establishing our medical cannabis retail store have been carefully calculated to ensure a successful launch and sustainable growth. These costs encompass various essential components that lay the foundation for our operations and customer engagement. They are based on historical data and represent the local market. While the following is a high-level overview, we have provided a comprehensive breakdown of these costs in the appendix section of this business plan.

1. Store Location Lease and Security Deposit: \$5,833
2. Store Renovation and Setup: \$8,000
3. Initial Inventory Purchase: \$4,200
4. POS System and Hardware: \$50
5. Website Development and Design: \$500
6. Marketing and Advertising: \$10,000
7. Legal and Licensing Fees: \$10,000
8. Furniture and Fixtures: \$2,000
9. Utilities Setup and Deposits: \$500
10. Insurance Premiums: \$500
11. Miscellaneous Startup Expenses: \$5,300

Total Start-up Costs: \$41,050

Sales Forecasts

Based on historical data and the current existence of seven medical cannabis retailers, we've come up with projected forecasts for our business. We looked at the sales data for all D.C. medical dispensaries in operation and found the total number of unique patients to assess our potential customer base along with the total gross revenue for the combined retailers. From this we calculated an average of 2,425 customers per month and \$150.83 average sales per customer in our first year of operation⁵. This provides us with an average Gross Profit of \$234,127.92 per month. This is based on both retail and delivery sales.

⁵ <https://abca.dc.gov/node/1582236#gsc.tab=0> Based on real, public data from the 7 licensed cannabis dispensaries in DC for calendar year 2022

For expenses, we utilized our knowledge gained when starting our previous brand and extrapolated start-up costs and monthly recurring expenses based on this. We also consulted with contractors to understand the associated costs with a build-out.

- Total operating expenses 12-month average: \$84,382.60
- Total payroll expenses 12-month average: \$15,300
- Total store expenses 12-month average: \$7,078

This leaves us with an average estimated monthly expense of \$106,760.60 and an average estimated monthly net profit of \$127,367.31 during our first year.

Break-Even Analysis

Based on our estimated start-up costs of \$41,050 and our first quarter net profit of \$214,468, we expect to break-even by our second quarter of operation.

Full projected first year sales and expenses can be found here:

[x Dessert First Sales and Budget Forecast.xlsx](#)

Funding Requirements

We will be privately funded to start with each owner contributing and raising additional funds from friends, family, and private investors. We see the potential need for future investment to fund potential expansion of existing footprint, opening a second location, adding a cultivation license, etc.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable Trade Name requirements of the Omnibus Regulatory Reform Act of 1998 have been complied with and accordingly, this ***CERTIFICATE OF TRADE NAME REGISTRATION*** is hereby issued to:

SEQUENTIAL LLC

Trade Name: Green Theory

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 11/9/2023 9:53 AM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: gYYEVweY



Date of Notice: August 25, 2023

Notice Number: L0009978852

JONATHAN CRANDALL

2-534(a)(2)

SSN: **2-534(a)(2)**

Case ID: 1601947



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.



Date of Notice: August 25, 2023

Notice Number: L0009970400

ROBERT MARTIN

2-534(a)(2)

SSN: **2-534(a)(2)**
Case ID: 1601042



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

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Authorized By Melinda Jenkins
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.



Date of Notice: August 28, 2023

Notice Number: L0009956015

MR IAN TSANG

SSN: 2-534(a)(2)

Case ID: 1603555

2-534(a)(2)



CERTIFICATE OF CLEAN HANDS

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Government of the District of Columbia
District Treasury
Standard Deposit Ticket

Agency: Alcoholic Beverage Regulation Administration

Date: 12/18/2023

Division: MCP

Agency Code: LQ0

Treasury Use Only	Revenue/Fund Name	Index	PCA	Agency Object	Amount
	Import Fees	60017	20100	9011	
	Alcohol Tax	50611	GENRV	8430	
	Copy Fees	60017	40100	9014	
					50.00
Total Collection					50.00

Deposit Count	Amount	Bag/Check Count
Credit Cards		
Checks	50.00	
Money Orders		
Total Deposit	50.00	

Prepared by: B. Ando

Phone: **2-534(a)(2)**

Received from: Sequential LLC

WHITE - Treasurer's Copy

CANARY - Bank Copy

GOLDENROD - Collection Unit Copy
PS Form 720716-01

Office of Finance
and Treasury

Date: 12/18/2023 8:13 AM
Office: ABRA Term: ABRA-JTNYQJ3
Batch: 82322 Batch Date: 12/18/2023
Cashier: C303
Trans #: 1

ALCOHOLIC BEVERAGE REGUL Rcpt: 03002339
Comment/Document: MCP-SEQUENTIAL LLC

Payment Total: \$50.00
Payment Distribution:
5517 L00 (3025) 6020T-60100 \$50.00
CK Tendered: \$50.00

Thank you for your payment.
Have a nice day!

- Change from Desert First to Green Theory -

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



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Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: gYYEVweY

SUMMARY OF SHARES/PERCENTAGES OF INTEREST

This form must be completed by all persons that own stock or own 1 percent interest or more in the entity.

Sequential LLC

Dessert First

Entity Name		Trade Name		
First and Last Name	Title	Email Address	No. of Shares	% of Interest
Jonathan Crandall	Founder	2-534(a)(2)		50
Robert Martin	Co-Founder	2-534(a)(2)		25
Ian Tsang	Co-Founder	2-534(a)(2)		25

I hereby certify under penalty of perjury that the information provided is correct.

Jonathan Crandall	2-534(a)(2)	10/27/23
First and Last Name	Signature	Date
Robert Martin	2-534(a)(2)	10/27/23
First and Last Name	Signature	Date
Ian Tsang	2-534(a)(2)	10/27/23
First and Last Name	Signature	Date
First and Last Name	Signature	Date
First and Last Name	Signature	Date
First and Last Name	Signature	Date

SUMMARY OF SHARES/PERCENTAGES OF INTEREST

This form must be completed by all persons that own stock or own 1 percent interest or more in the entity.

Sequential LLC

Dessert First

Entity Name

Trade Name

First and Last Name	Title	Email Address	No. of Shares	% of Interest
Jonathan Crandall	Founder	2-534(a)(2)		50
Robert Martin	Co-Founder	2-534(a)(2)		25
Ian Tsang	Co-Founder	2-534(a)(2)		25

I hereby certify under penalty of perjury that the information in this application is true and correct.

Jonathan Crandall	2-534(a)(2)	10/27/23
First and Last Name	Signature	Date
Robert Martin	2-534(a)(2)	10/27/23
First and Last Name	Signature	Date
Ian Tsang	2-534(a)(2)	10/27/23
First and Last Name	Signature	Date

First and Last Name	Signature	Date
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First and Last Name	Signature	Date
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First and Last Name	Signature	Date
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First and Last Name	Signature	Date
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PERSONAL HISTORY AFFIDAVIT

This affidavit must be completed by Sole Proprietor, Partner(s), Corporate Officer(s), Director(s), Managing Member(s), General Partner(s), Investor(s), or any person or any officer in an entity that has an ownership interest of one (1) percent.

Application Type New Transfer (with sale of entity or stock) Transfer (without sale: change location)

Sequential LLC

Dessert First

Entity Name

Trade Name

4828 MacArthur Blvd NW Fl 1 Washington DC 20007

Licensed Premises Address

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Licensed Premises Phone

Licensed Premises Email

Jonathan Crandall

Founder

Applicant First and Last Name

Title

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

Home Address

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Mobile Phone

Email

2-534(a)(2)

2-534(a)(2)

Date of Birth

Place of Birth (City, State, Country)

Are you eligible to work in the U.S.? Yes No

Document Type U.S. Passport Drivers License Naturalization Papers Work Permit Green Card Visa

Credential No: 2-534(a)(2) Expiration Date: 2-534(a)(2)

Have you ever:

- Applied for or received a cannabis business license in DC or any state or territory? Yes No
- Had any cannabis business suspended or revoked in DC or any state or territory? Yes No

Does any member of your immediate family hold an ABCA license (alcohol or cannabis) or have any financial interest, directly or indirectly, in any alcohol or cannabis establishment in DC? Yes No

If yes to any of the above, provide an explanation below.

Conditional Medical Cannabis License - Manufacturer (Type 1) ABRA-126475

I hereby certify under penalty of perjury that the information in this application is true and correct.

2-534(a)(2)

10/27/23

Applicant Signature

Date

PERSONAL HISTORY AFFIDAVIT

This affidavit must be completed by Sole Proprietor, Partner(s), Corporate Officer(s), Director(s), Managing Member(s), General Partner(s), Investor(s), or any person or any officer in an entity that has an ownership interest of one (1) percent.

Application Type New Transfer (with sale of entity or stock) Transfer (without sale: change location)

Sequential LLC

Dessert First

Entity Name

Trade Name

4828 MacArthur Blvd NW Fl 1 Washington DC 20007

Licensed Premises Address

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Licensed Premises Phone

Licensed Premises Email

Robert Martin

Co-Founder

Applicant First and Last Name

Title

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

Home Address

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Mobile Phone

Email

2-534(a)(2)

2-534(a)(2)

Date of Birth

Place of Birth (City, State, Country)

Are you eligible to work in the U.S.? Yes No

Document Type U.S. Passport Drivers License Naturalization Papers Work Permit Green Card Visa

Credential No: 2-534(a)(2)

Expiration Date: 10/28/2029

Have you ever:

- Applied for or received a cannabis business license in DC or any state or territory?
- Had any cannabis business suspended or revoked in DC or any state or territory?

Yes No

Yes No

Does any member of your immediate family hold an ABCA license (alcohol or cannabis) or have any financial interest, directly or indirectly, in any alcohol or cannabis establishment in DC?

Yes No

If yes to any of the above, provide an explanation below.

Conditional Medical Cannabis License - Manufacturer (Type 1) ABRA-126475

2-534(a)(2)

Application is true and correct.

10/27/23

Applicant Signature

Date

PERSONAL HISTORY AFFIDAVIT

This affidavit must be completed by Sole Proprietor, Partner(s), Corporate Officer(s), Director(s), Managing Member(s), General Partner(s), Investor(s), or any person or any officer in an entity that has an ownership interest of one (1) percent.

Application Type New Transfer (with sale of entity or stock) Transfer (without sale: change location)

Sequential LLC

Dessert First

Entity Name

Trade Name

4828 MacArthur Blvd NW Fl 1 Washington DC 20007

Licensed Premises Address

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Licensed Premises Phone

Licensed Premises Email

Ian Tsang

Co-Founder

Applicant First and Last Name

Title

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

Home Address

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Mobile Phone

Email

2-534(a)(2)

2-534(a)(2)

Date of Birth

Place of Birth (City, State, Country)

Are you eligible to work in the U.S.? Yes No

Document Type U.S. Passport Drivers License Naturalization Papers Work Permit Green Card Visa

Credential No: 2-534(a)(2)

Expiration Date: 02/02/2026

Have you ever:

- Applied for or received a cannabis business license in DC or any state or territory?
- Had any cannabis business suspended or revoked in DC or any state or territory?

Yes No
 Yes No
 Yes No

Does any member of your immediate family hold an ABCA license (alcohol or cannabis) or have any financial interest, directly or indirectly, in any alcohol or cannabis establishment in DC?

If yes to any of the above, provide an explanation below.

Conditional Medical Cannabis License - Manufacturer (Type 1) ABRA-126475

I hereby certify under penalty of perjury that the information in this application is true and correct.

2-534(a)(2)

10/27/23

Applicant Signature

Date

PERSONAL INFORMATION RELEASE AUTHORIZATION

This authorization form must be completed by each Sole Proprietor, Partner(s), Corporate Officers, Directors of Corporation, Managing Member(s), and General Partner(s).

Failure to complete this form may result in delays of obtaining your license and may result in the license being denied if this information cannot otherwise be obtained.

I authorize any agent from the Alcoholic Beverage and Cannabis Administration, to obtain any information, relating to my activities, from employers, criminal justice agencies, financial or lending institutions, credit bureaus, consumer reporting agencies and retail business establishments, or individuals. This information may include, but is not limited to, my residential, personal, or criminal history record and financial and credit information.

I further authorize release of my criminal history from criminal justice agencies for the purposes of determining my eligibility for a liquor license as either a licensee and/or investor. I understand that the information released is for official use by the Alcoholic Beverage and Cannabis Administration, and that these users may re-disclose this information as authorized by law.

I release any individual, including records custodians, from all liability for damages that may result to me because of compliance, or any attempts to comply, with this authorization. This release is binding, now and in the future, on my heirs, assignees, associates and personal representative(s) of any nature. Copies of the authorization that show my signature are as valid as the original release signed by me.

I hereby certify under penalty of perjury that the foregoing information is true and correct. I further, hereby, authorize the ABC Board or its employees to investigate any and all of the information provided by me in this application.

Jonathan Crandall

2-534(a)(2)

First and Last Name

SSN No. (XXX-XX-XXXX)

Other Names

<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Partner	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Managing Member	<input type="checkbox"/> General Partner
--	---	--	--	--

2-534(a)(2)

Home Address

2-534(a)(2)

City

ST

Postal Code

2-534(a)(2)

2-534(a)(2)

Email

10/27

Applicant Signature

Date

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I release any individual, including records custodians, from all liability for damages that may result to me because of compliance, or any attempts to comply, with this authorization. This release is binding, now and in the future, on my heirs, assignees, associates and personal representative(s) of any nature. Copies of the authorization that show my signature are as valid as the original release signed by me.

I hereby certify under penalty of perjury that the foregoing information is true and correct. I further, hereby, authorize the ABC Board or its employees to investigate any and all of the information provided by me in this application.

Robert Martin

2-534(a)(2)

First and Last Name

SSN No. (XXX-XX-XXXX)

Other Names

<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Partner	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Managing Member	<input type="checkbox"/> General Partner
--	---	--	--	--

2-534(a)(2)

Home Address

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10/27

Date

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I further authorize release of my criminal history from criminal justice agencies for the purposes of determining my eligibility for a liquor license as either a licensee and/or investor. I understand that the information released is for official use by the Alcoholic Beverage and Cannabis Administration, and that these users may re-disclose this information as authorized by law.

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I hereby certify under penalty of perjury that the foregoing information is true and correct. I further, hereby, authorize the ABC Board or its employees to investigate any and all of the information provided by me in this application.

Ian Tsang

2-534(a)(2)

First and Last Name

SSN No. (XXX-XX-XXXX)

Other Names

<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Partner	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Managing Member	<input type="checkbox"/> General Partner
--	---	--	--	--

2-534(a)(2)

Home Address

[REDACTED]

City

[REDACTED]

ST

[REDACTED]

Postal Code

[REDACTED]

2-534(a)(2)

Applicant Signature

[REDACTED]

Email

10/27

Date

2-534(a)(2)

2-534(a)(2)



2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

2-534(a)(2)

Security Plan & Training Certifications

Dessert First Security Plan

PURPOSE

Safety and security should be top-of-mind all day, every day, not just during operating hours. It's imperative for Dessert First to have strict procedures around employee and customer health and safety, product security, cash handling, and incident management.

Failing to properly mitigate risk, secure products, and ensure employee and customer safety is a compliance, trust, and potential legal issue. Providing employees with a safe place to work is required by law. We will be staffed with at least 2 people during our hours of operation.

This document details the following safety and security processes:

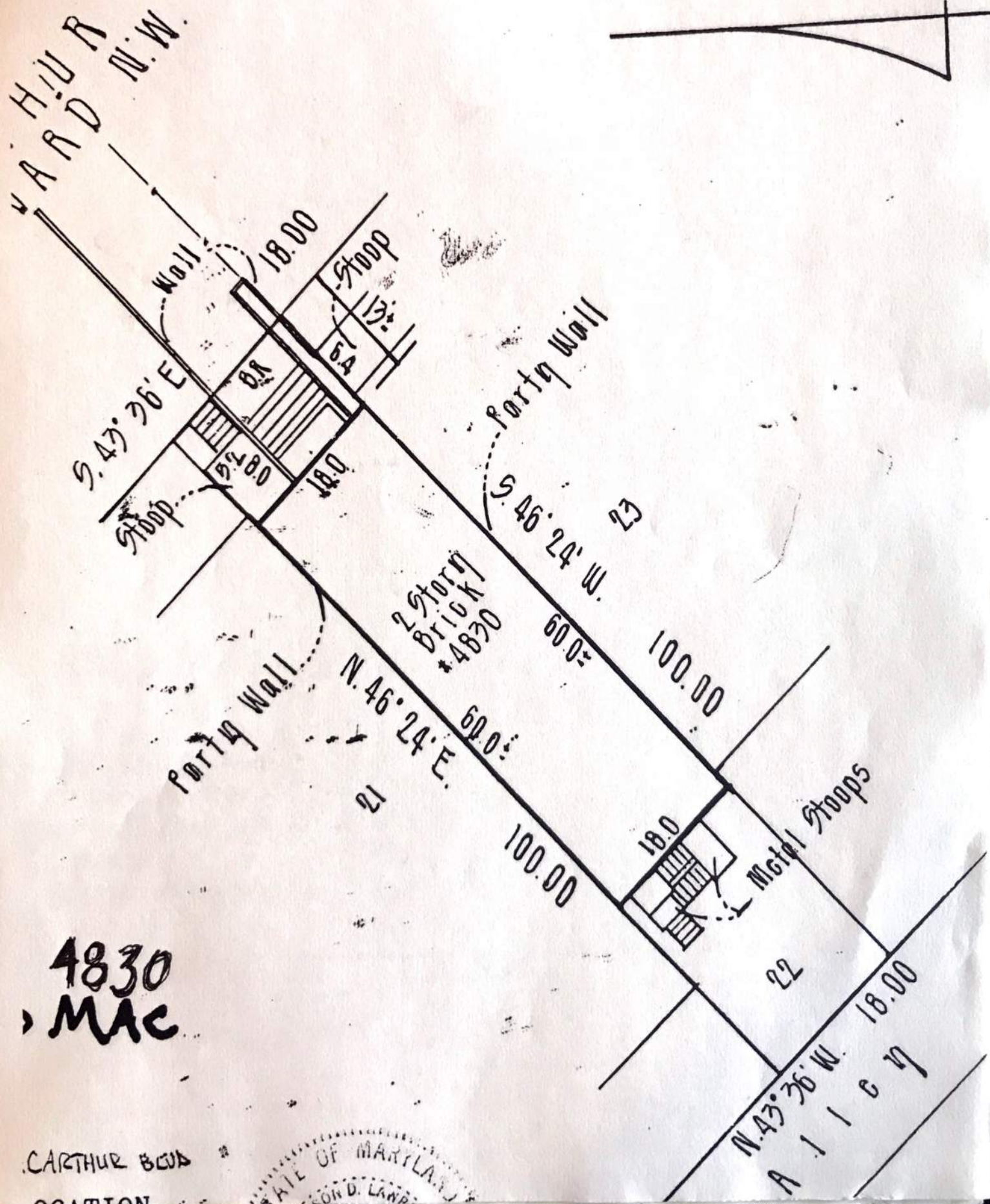
- I. Site plan
- II. Floor plan
- III. Security systems
- IV. Limited access areas & process for securing products
- V. Theft prevention & incident handling
- VI. Closing procedures
- VII. Security training

I. SITE PLAN & II. FLOOR PLAN

4830 MAC

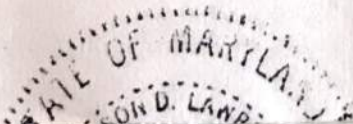
4830

Survey for title purposes only - not to be used for determining property lines. Property corner markers not guaranteed



4830
MAC

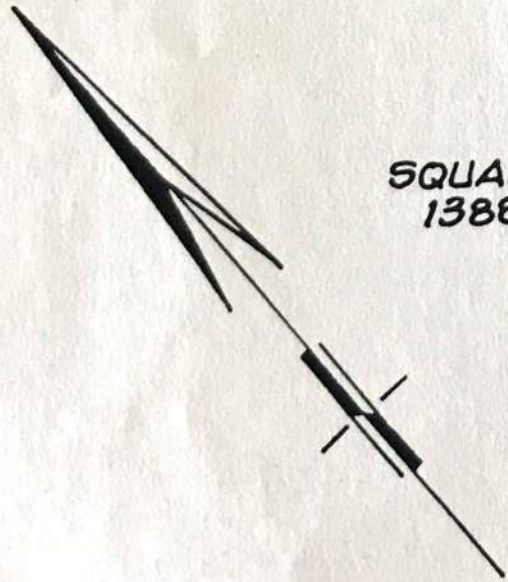
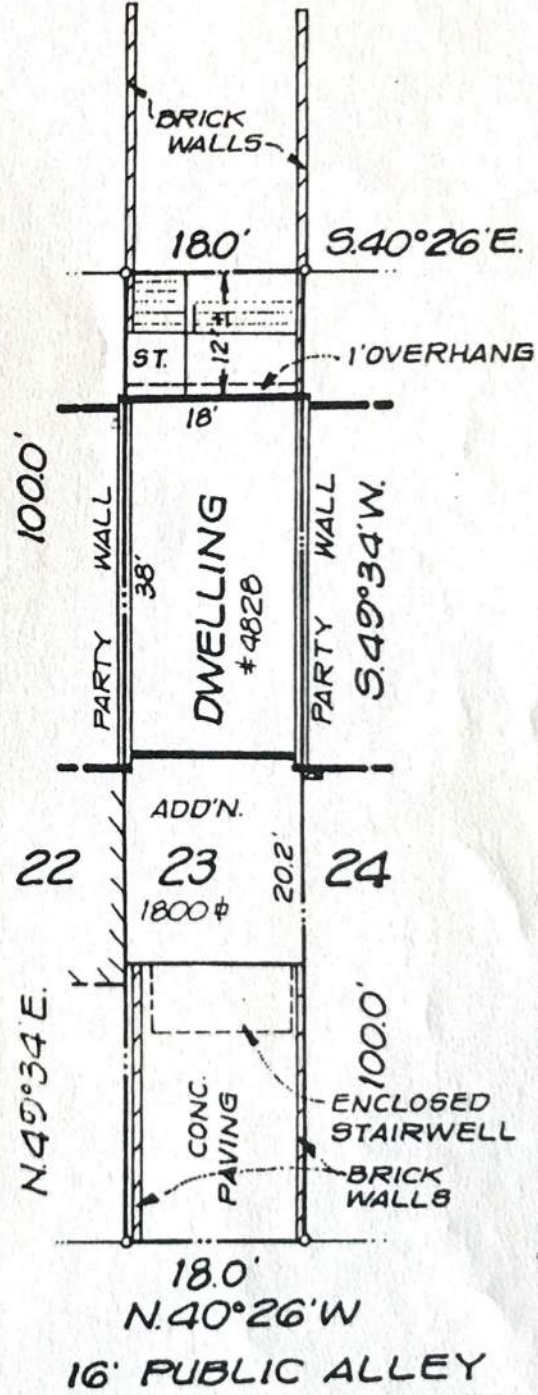
CARTHUR BEVIS
LOCATION



2-534(a)(2)

4828 MAC
MACARTHUR

MACARTHUR BOULEVARD, N.W.



SQUARE 1388

4828 MAC

NOTE: THIS PROPERTY DOES NOT LIE WITHIN THE LIMITS OF A FLOOD HAZARD AREA AS DELINEATED ON THE MAPS OF THE NATIONAL FLOOD INSURANCE PROGRAM

Camera 5 - Monitors back exit and surrounding parking lots and alleys

Door contact 3

Motion Sensor 3

METAL EGRESS BACK DOOR OUTS WING

**Dessert First -
4828 McArthur Blvd NW
Wash dc
Proposed retail location**

BACK ROOM STORAGE

RESTRICTED AREA

Alarm Control Panel and DVR

Camera 3 - Monitors bathroom entrance & sales counter including cash register/POS

Door Contact 2

Camera 4 - Monitors product preparation areas, inventory, and rear exit

Motion Sensor 2

EXISTING BATHROOM

HEAT PUMP FOR FRONT AND BACK ROOMS

FRONT RETAIL SPACE

FRONT RETAIL SPACE

EXISTING RETAIL
-NO ELECTRICAL CHANGES NEEDED
-EXISTING LIGHTING NO CHANGED NEEDED

Camera 2 - Monitors cash register/POS, sales floor, and secure door to inventory control room

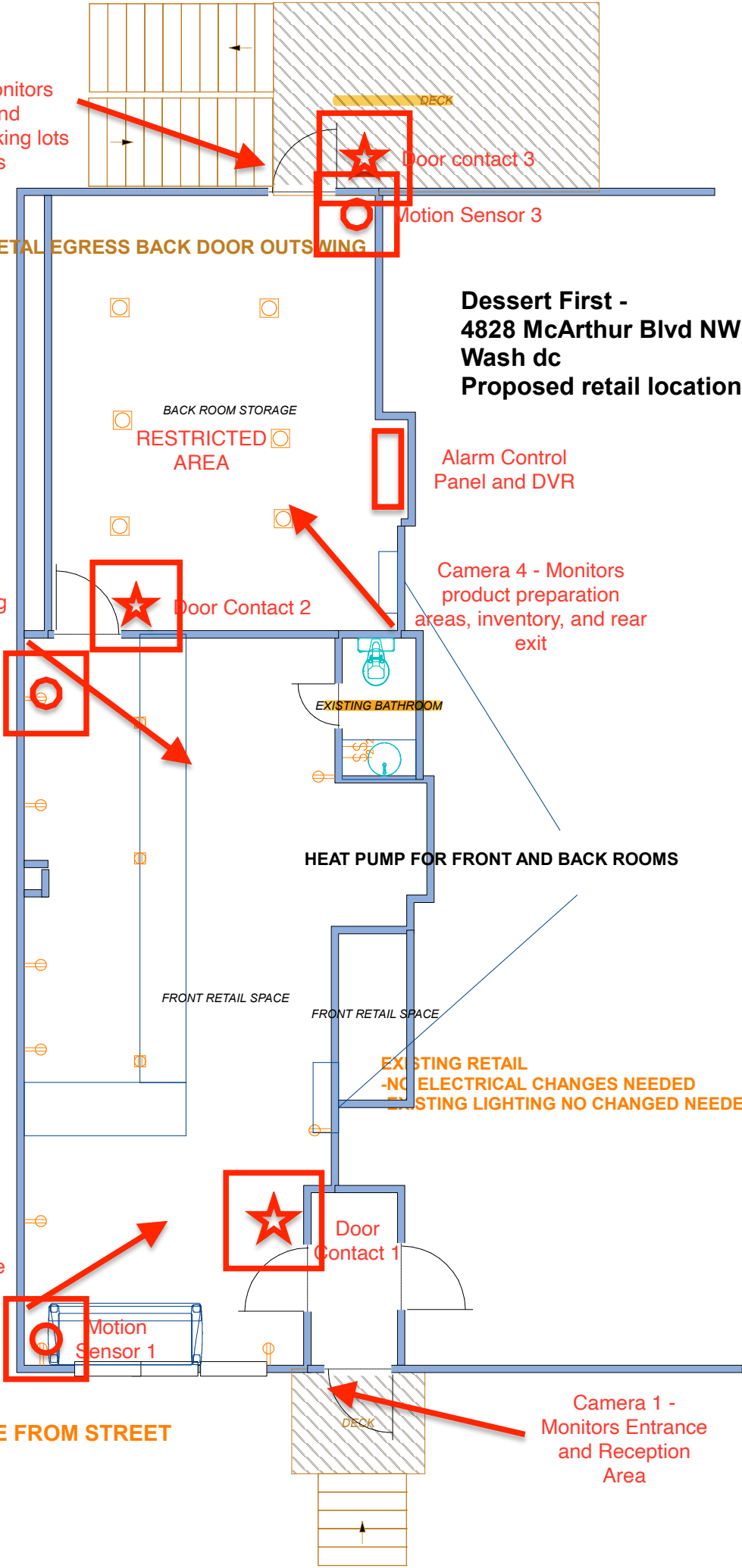
Door Contact 1

Motion Sensor 1

MAIN ENTRANCE FROM STREET

Camera 1 - Monitors Entrance and Reception Area

DECK



III. SECURITY SYSTEMS

Dessert First's security system is designed to protect our assets and people 24/7. We have contracted ADT to provide a closed-circuit CCTV surveillance system including intercom systems, command security, and video surveillance that will operate 24 hours a day, 7 days a week. We also have a monthly plan for providing regular assistance and inspections. The ADT system provides coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage rooms that contain safes.

Security cameras: Dessert First's retail location will be monitored 24/7 by high definition CCTV cameras covering all entries, exits, registers/point of sale systems, inventory management areas, parking lots, and the secured area containing the safe. Fixed cameras will be installed to provide a consistent recorded image of these areas. We will also instruct ADT to maximize the quality of facial and body images and to avoid backlighting and physical obstructions.

Owners and senior management will have access to footage which will be saved for a minimum of 30 days in case the need arises for review. Recordings will be made available to MPD or other required departments immediately upon request. Staff will be instructed to notify owners as soon as any malfunction occurs with the surveillance system. We will have the following five security cameras in place:

- Front door
- Main Floor
- Checkout area
- Inventory/back office
- Back Door

These cameras will display a date and time stamp on all recorded video and be able to produce a PC-compliant CD or DVD directly from the unit. We will also have a display monitor connected to the security recording system at all times. This system will be kept in good working order at all times. Staff will be trained to oversee the functioning of the video recording system to immediately report any malfunctioning or technical problems with the system.

Cameras installed outdoors and in low-light interior areas shall be day/night cameras with a minimum resolution of six hundred (600) lines per inch (analog) or D1 (IP) and a minimum light factor requirement of seven tenths (0.7) LUX. Cameras shall be calibrated and focused to maximize the quality of the recorded image. Security

recordings will have an image resolution of at least D1 with an image frame rate of at least 3 frames per second.

Outdoor lighting will be in place at both the front and back entrances to help illuminate cameras and posted signage. This will also assist in increasing picture clarity and brightness for the cameras. These will be sufficiently lit between sunset and sunrise each day to light the dispensary and its immediate surrounding area, including storage areas, parking lots, entry areas such as the front façade, and any adjoining public sidewalk. The lights will be hooded or oriented so as to deflect light away from adjacent properties.

Alarm system: Dessert First's alarm system will have several components to identify intruders after hours and notify authorities. In addition to the five security cameras mentioned above, we will also have

- 3 motion sensors
- 3 door contacts
- 2 mobile panic buttons (holdup alarms for staff use)

The alarm system and cameras will cover all entrances, exits, floor space, and secure areas. In the event that a motion sensor or door contact is triggered, notifications are immediately sent to the management team for assessment. Access to updating, monitoring, and changing the alarm system will remain only with the management team.

The control panel will be a UL listed burglar alarm control panel and will report to ADT's UL listed central monitoring station. A test signal shall be transmitted to the central station every 24 hours to ensure functioning. Dessert First will maintain any reports of incidents that triggered an alarm for a period of 3 years. These reports will be made available to the Department during any inspection of the location. We will notify ABCA of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the location.

Access control system: Our 3 door contacts prevent unauthorized access to secure areas or rooms. The front door, back door, and inventory management area door (which includes the safe) will have a door contact. This alerts the management team whenever opened - providing an online log of tracking via our ADT plan. This will be reviewed weekly or more frequently if needed due to any incidents. Only management team or trained employees may access these doors. During business hours, our front door contact will be in place - if a patron rings the bell for the security system, our internal security pad will display a video and audio of the patron as an additional layer of

security before they are allowed entrance. Locks are integrated into the door contact system from ADT.

Panic button: Dessert First will have two mobile panic buttons allowing staff to notify police of an issue at the store. The mobile panic buttons, which can be activated with the click of a button, will be attached to staff members during store hours. After hours, they will be secured in the locked inventory management system for charging. If the panic button is activated it will notify ADT and then MPD that an incident requiring assistance is occurring at our retail location. Owners and senior management will have access to updating, monitoring, and changing any panic button details.

An employee would typically activate a panic button to contact law enforcement in situations where there is an immediate threat to the safety and security of employees, customers, or the store itself. Scenarios that would warrant the use of a panic button include:

- **Robbery or Armed Intrusion:** If an armed individual enters the store with the intent to rob or harm people, employees may activate the panic button to alert law enforcement.
- **Violent Altercations:** In the case of a physical altercation between customers or an aggressive customer, a panic button may be used to request police assistance.
- **Active Shooter Situation:** If there is an active shooter in the store, the panic button can be used to alert law enforcement to the presence of an immediate threat.
- **Threats or Hostage Situations:** When someone threatens store employees or takes hostages, a panic button may be used to initiate a police response.
- **Suspicious Activity:** In some cases, employees may activate the panic button when they observe suspicious behavior or individuals that may pose a security risk to the store.

It's important to Dessert First that all retail employees be trained on when and how to use panic buttons, as well as our specific procedures for such emergencies. The purpose of the panic button is to quickly and discreetly notify law enforcement and enhance the safety of everyone in the store during a crisis.

IV. LIMITED ACCESS AREAS & PROCESS FOR SECURING PRODUCTS

Dessert First will keep all medical marijuana located on the premises in a separate storage area which is securely closed and locked during all hours via an ADT door contact locking system. The door contact and motion sensor in the back area will act as our volumetric intrusion detection device and be connected to our ADT security system. We will have designated limited access areas with entrance allowable only to people with a valid registration card issued by the Department and a valid government issued photo identification document displaying proof of age that matches the name on the registration card. This will be designated with a posted sign provided by the Department. Staff will wear their Mayor-issued registration identification at all times while working or when in the limited access area.

Dessert First will also have a safe for overnight storage of any processed marijuana, transaction records, and cash on the premises. The safe will be a UL listed burglar-proof safe with a minimum rating of TL-30. Our safe will weigh seven hundred fifty pounds (750 lb.) and, if needed, be securely anchored to a fixed part of the inventory management floor.

Products on the sales floor: Our approach to keeping products safe and secure, even when customers have access to them throughout the day, is multifaceted:

- Strategic Layout: Our dispensary is thoughtfully designed to minimize blind spots, ensuring that all product displays and shelves are within the line of sight of our trained staff.
- Secure Display Cases: Cannabis products, including flowers, edibles, concentrates, and accessories, are stored within secure, locked display cases on the sales floor. Each display case is equipped with a high-quality locking mechanism to prevent unauthorized access.
- Surveillance: High-definition cameras, positioned throughout the sales area, continuously monitor customer interactions. This video surveillance not only deters theft but also allows us to review and address any incidents promptly.
- Access Control: Access to specific product displays will be limited, with our budtenders assisting customers in a controlled manner. Our controlled access approach ensures that only staff or authorized customers can handle the products. This will include the use of locked shelving only accessible by trained staff.
- A Team of Knowledgeable Budtenders: Our friendly and well-trained budtenders are always available to provide guidance, answer questions, and monitor product interactions. They are vigilant, ensuring that products are handled appropriately and returned to their rightful place.

- **Inventory Management:** Products are tracked in real-time, enabling us to quickly identify discrepancies and ensure that all items are accounted for.

Only a select sampling of products will be on the sales floor for customers to browse. This will allow us to retrieve any necessary items before a sale, either from our back stock or from locked containers on the sales floor, limiting the amount of access a customer has and keeping our products secure.

Products in 'back stock': Behind the scenes, our products are stored securely to maintain their integrity and compliance with regulations:

- **Limited Access:** Our backstock areas are accessible only to authorized personnel, ensuring that only trained employees can access products.
- **Surveillance Continues:** These areas will also be monitored 24/7 by our surveillance system, guaranteeing their security.
- **Access Logs:** We will maintain detailed access logs to track who enters these areas and when, maintaining strict accountability.
- **Security Measures:** Backstock areas are equipped with enhanced security measures, including locked doors and controlled access points.
- **Regular Audits:** Our inventory is audited regularly to confirm that products are accounted for and to prevent any discrepancies.

At Dessert First, we take security seriously, and our comprehensive approach ensures that our products remain safe and secure at all times. Your trust in our commitment to safety is our top priority.

Overnight product storage: At the end of each day, our entire stock of cannabis products will be securely locked up via our secure display cases on the sales floor or in a locked area in back stock.

Inventory auditing: Regular inventory audits will not only keep the dispensary compliant and inventories accurate, but will help identify product loss or theft.

- We will conduct a full inventory audit monthly to ensure compliance and identify any discrepancies in our inventory.

If discrepancies are identified, Dessert First will notify MPD and ABCA, including any relevant security system details and video surveillance, if necessary.

Transporting cannabis: Transport will be provided by the cultivation center for wholesale products. Dessert First's delivery process will abide by all rules and regulations set forth for the Delivery Endorsement.

V. THEFT PREVENTION & INCIDENT HANDLING

Dessert First's security system will be implemented with theft prevention in mind and will include surveillance cameras, access controls, motion sensors, panic buttons, employee training, inventory control, and regular security assessments.

Destruction and disposal of unused or surplus medical marijuana: Dessert First will destroy or dispose of unused or surplus medical marijuana and its by-products by providing it to MPD for destruction. All unused or surplus medical marijuana and its by-products will be weighed and documented and submitted to MPD on a form provided by MPD prior to being delivered to MPD for destruction. Maintaining levels of product below a surplus will help in deterring theft.

Process for health and safety protocols: This process is ongoing and aims to reduce risk of exposure to illness or injury for employees and customers. Below are some of the protocols we will have in place for safety:

- Daily store cleaning and frequent disinfecting.
- All employees must wash their hands after using the restroom or eating.
- Employees are to wear gloves and/or use tongs when handling flower to ensure no contamination occurs.
- The entryway, waiting room, and sales floor must always be clear of debris that could be a tripping hazard.
- All back of house spaces must have clear walkways and signage to prevent injuries.
- Spills must be cleaned up immediately, and wet areas properly marked to caution customers and employees of slippery conditions.
- Any issues with broken equipment, structural issues, or other workplace hazards must be addressed immediately.
 - Scales must be checked and calibrated daily.

Incident prevention: In addition to the robust security system we will have, outlined in section III. Security Systems, the following measures will be put in place to assist with incident prevention:

- Strict cash handling procedures (See included cash management procedure for more detail): Regular removal of cash from the front of house to the safe will be prioritized to reduce the risk of theft.

- Minimizing the amount of cash on hand by making regular deposits to a secure bank account.
- Using cash-handling safes with time-delayed locks to prevent unauthorized access to cash.
- Easily visible security cameras in place.
- Secure delivery procedures:
 - Delivery protocols, including GPS tracking, two-person delivery teams, and customer verification upon delivery.
- Cybersecurity:
 - Protecting the dispensary's computer systems and customer data with robust cybersecurity measures to prevent data breaches and cyber theft.
- Fostering a culture of awareness among employees, encouraging them to report any suspicious behavior or security concerns promptly.
- Developing an emergency response plan that outlines what to do in the event of a theft or security breach with training for employees on this plan regularly.

Preventing theft in a medical cannabis dispensary requires a multi-faceted approach, including a combination of physical security, employee training, inventory controls, and compliance with regulations. It's essential to our team at Dessert First that these measures are regularly reviewed and updated to adapt to evolving threats and ensure the safety of our business and personnel.

Incident handling: Handling a security incident at our dispensary will require a well-defined and well-practiced response plan to minimize potential harm and losses. Below are measures we will take, should an incident occur:

- Ensure staff safety:
 - The safety of our employees and customers is the top priority. If an incident occurs, we will instruct staff to remain calm and take shelter in a secure area.
 - Avoid confronting the intruders or escalating the situation.
- Notify authorities:
 - As soon as it's safe to do so, we will call 911 to report the incident to MPD, providing them with all relevant details, such as the nature of the incident, location, and a description of the suspects.
- Alert security personnel:
 - If ADT has not yet been automatically notified through our security system, we will report the incident to them and have them respond according to their training and security protocols.
- Lockdown the dispensary:

- If the incident involves a threat to people or property, we will consider initiating a lockdown procedure to secure the premises. This will include, but is not limited to, locking all entry and exit points and turning on security systems if they are not already activated.
- Cooperate with law enforcement:
 - Upon arrival, cooperate fully with law enforcement. Provide access to video surveillance footage, witness statements, and any other information they may need for their investigation.
- Communicate with Employees and Customers:
 - Will we keep our employees and customers informed about the situation and any measures being taken, reassuring them that their safety is a top priority.
- Document the Incident:
 - Documenting the incident in detail, including the time, date, location, and descriptions of suspects will be a priority. This will include confirming video surveillance is available and saved.
- Inventory and asset check:
 - After the incident is resolved, we will conduct a thorough inventory check to assess any potential losses or damages to products, equipment, or cash.
- Report to Regulatory Authorities:
 - We will report the incident to the ABCA promptly, providing any necessary information or documentation requested.
- Evaluate and improve security measures:
 - After the incident, we will conduct a thorough post-incident review to identify vulnerabilities or weaknesses in our security plan.
 - We will implement necessary changes or improvements to prevent a similar incident from occurring in the future.

Having a well-documented and practiced security incident response plan is crucial to minimize the impact of an incident and ensure the safety and security of Dessert First's dispensary. We plan to regularly review and update our plan to adapt to new risks and challenges.

Reporting theft: Dessert First will report any stolen or lost medical marijuana by filing a police report with MPD within 24 hours of becoming aware of the theft or loss. We will also notify ABCA.

VI. CLOSING PROCEDURES (See included closing and opening procedure guidelines for more detail)

Closing procedures at the end of each business day are crucial for ensuring the security of Dessert First's dispensary, as well as maintaining compliance with rules and regulations. Below is an outline of our closing procedures that all staff will be trained on and follow:

- Secure all inventory: Ensure that all cannabis products are securely stored in locked display cases, safes, or vaults. High-value items should not be left out in the open.
- Close all entry and exit points: Lock all doors and windows securely. Check that all entry and exit points are properly closed and locked to prevent unauthorized access.
- Activate security systems: Arm all security systems, including alarms, surveillance cameras, and motion sensors to monitor the premises during non-business hours.
- Cash handling and deposits: Count the cash in the register and prepare it for deposit. Avoid leaving excess cash on the premises.
- Inventory check and reconciliation: Conduct an inventory check to ensure that the quantity and quality of your cannabis products match the records. Resolve any discrepancies or discrepancies in the presence of a manager.
- Shutdown equipment and systems: Power down and secure all equipment and systems, including cash registers, computers, and any cannabis storage systems.
- Cleaning and maintenance: Ensure that the dispensary is clean and tidy for the next business day. Perform routine cleaning and maintenance tasks as needed.
- Remove all waste and trash: Dispose of any waste, including packaging materials, securely and in compliance with regulations.
- Check for any unusual activity: Walk through the dispensary to check for any unusual or suspicious activity, signs of tampering, or damage to property.
- Backup data: Regularly back up critical data and ensure that backups are stored securely off-site.
- Set alarms and lock safe: Ensure that alarms are set and that all safes and vaults are locked securely before leaving the premises.
- Environmental controls: Adjust environmental controls, such as temperature and humidity, to protect the quality and integrity of your cannabis products.
- Double-check security measures: Verify that all security measures, such as cameras and motion sensors, are functioning correctly.
- Documentation: Maintain a log or checklist of closing procedures and have designated personnel responsible for completing and verifying each task.

- Key and access control: Ensure that all keys, access cards, and panic buttons are accounted for and securely stored.
- Secure important documents: Secure any sensitive documents, including financial records and compliance paperwork.
- Employee check-out: Follow the check-out procedure in place for employees at the end of their shifts, ensuring that all personnel have left the premises.

VII. SECURITY TRAINING

Dessert First believes that effective security training is the cornerstone of a safe and secure workplace. In a rapidly evolving world, where threats can come from various sources, from physical intrusions to digital breaches, robust security training is essential. It empowers employees with the knowledge, skills, and mindset needed to detect, deter, and respond to security challenges.

Dessert First founders and team have all taken Green CulturED's Washington D.C. Cannabis Industry Certification and received their certificates. This training program covers a wide range of topics for both security and general operations, including:

- Dispensary technician role
- Valid and fake identification
- Cannabis effects and impairment
- Minor patient and caregiver interactions
- United States Cannabis Law history
- Preventing and detecting diversion
- Medical Cannabis Laws (DC)
- Cannabis impaired driving

Green CulturED's certification description:

"The Washington D.C. Department of Health (DOH) established the Medical Cannabis Certification Provider to promote the recognition of quality and excellence of service in the District's medical cannabis industry. Green CulturED is designated as a medical cannabis certification provider as a separate entity that's independent from the DOH to conduct the medical cannabis and education training program for Washington D.C. licensed operations. This intensive certification guides aspiring agents through rigorous levels of training and examinations, culminating in becoming certified agents. A medical cannabis dispensary agent is responsible for a variety of patient-oriented tasks that also help support the day-to-day licensed retailer operations by interfacing with patients, promoting compliant dispensary operations, and helping manage and maintain the

workplace. Learners will become knowledgeable about the medical benefits of cannabis, provide product and industry knowledge to patients, and help them find products to meet their individual medical needs. Primarily, learners will provide a quality cannabis dispensary to all patients by understanding their medical needs, however, they should never provide medical advice as they will be required to share relevant information to help patients make informed medical cannabis decisions.”

This course will be a requirement of all new staff. Managers will also be required to complete their Manager registration with ABCA. In addition to this formalized course, employees will be required to learn and regularly review the material detailed in this security plan, with emphasis on sections V. Theft Prevention and Incident Handling and VI. Closing Procedures. The leadership team of Dessert First will prioritize training new staff and providing refreshers for existing staff to ensure proper procedures are known and followed at all times. New staff will receive training on our general operating procedures as well as our security plan and protocols during their first shifts as employees. In addition to regular training for our employees, Dessert First also plans to regularly participate in MPD’s community outreach programs for police engagement training.

Dessert First Store Opening Procedure

Version 1 - Fall 2023

MANAGER: OPENING PROCESS

Managers should arrive 15 minutes prior to budtenders and other junior staff to ensure the facility is prepared for business each day.

- 1) Inspect all doors, windows, entrances, and exits for signs of breakin. If there is an obvious breakin, contact MPD first before contacting an owner.
- 2) Go to the back of house inventory control area and audit the safe to ensure the amounts match what was recorded during the prior evening's audit. Confirm closing manager's cash and product inventory counts. Refer to the laminated sheet hung by the inventory room door - once complete, mark your initials to certify. If cash or inventory amounts exceed approved levels, notify an owner and arrange cash pick up and/or product removal. Bring pre-counted labeled cash bags to the front of the house to prepare cash drawers.
- 3) Prepare drawers with \$200 in varying denominations. Make sure every drawer has enough change.
- 4) As other employees arrive, let them in using the "Entering the Building Process" below. Only Managers and on-site security guards are permitted to grant entry to the store.
- 5) Budtenders will come grab their drawers. Have budtenders count their drawers to ensure the correct starting amount.
- 6) If you have any nearly-expired products to discount, bring them out onto the sales floor and notify budtenders.
- 7) If there are any new specials for the day, print out a cheat-sheet for budtenders with the code and details of the special. Ensure that all specials for the day are coded into inventory and POS systems.
- 8) Have a team huddle to start the day to schedule lunches and breaks based on patient volume and staffing levels for the day. Ensure that all staff is wearing name tag and appropriate badges at this time.
- 9) 5 minutes before opening, ensure Receptionist, Budtenders, and all customer-facing spaces are clean, stocked, and ready for the day. Also ensure every employee has their badge visible

- 10) At opening time, unlock the front door and welcome any waiting customers. Close and lock the door behind any initial patients.

BUDTENDER: OPENING PROCESS

This process outlines budtender responsibilities at opening, with a focus on the bud room.

- 1) Turn on all computers and ensure POS, inventory management, and all other necessary tech is working properly.
- 2) Turn on music, menu-displaying TVs
- 3) Go to the manager and get your drawer. Count your drawer to ensure the correct starting denomination.
 - a) If you need any change, inform the manager.
 - b) Put your drawer into your till.
 - c) Assign the drawer to yourself in the POS system.
 - d) Log into the POS system on your terminal.
- 4) Communicate with the manager on appropriate product inventory levels for the day. Manager will retrieve required inventory from the secured back room.
- 5) Ensure all products are stocked based on expected sales for that day. Aim to have enough product stocked to get you through at least mid-day.
- 6) Refresh bud pods. If jars were cleaned the night before, fill and label as appropriate. If not cleaned, ensure the flower is fresh, fragrant, correctly labeled, and free from dust/debris.
- 7) Ensure the check out area is clean, tidy, and that receipt and label printer are well-stocked.
- 8) 5 minutes before opening, you must be done with opening tasks and ready to start helping customers. Ensure your badge is visible.
- 9) Throughout the day:
 - a) Package up cash into appropriate bundles to make it easier to count at the end of the shift or at closing (1's = \$25; 5's = \$50; 10's = \$100).
 - b) Sanitize regularly as outlined by your regional and business's COVID protocols.
 - c) Clean and tidy the bud room and check out area as time allows to make the closing cleaning process smoother.

RECEPTIONIST: OPENING PROCESS

- 1) Visually inspect the front desk/waiting room area and note immediate tasks to complete before customers start arriving.
- 2) Turn on the front desk computer. Log into patient management software and ensure the ID scanner is functioning properly.
- 3) Make sure all tech is charged and ready for use. If not, plug it in immediately.
- 4) Check trash cans, water stations, coffee stations, and refill as necessary
- 5) Check chairs, furniture, and magazines/educational materials. Spot clean and straighten as necessary.
- 6) Tidy, refold, or restock merchandise or other non-cannabis items for sale in your waiting area.
- 7) 5 minutes before opening, you must be done with opening tasks and seated at the front desk. Ensure your badge is visible.

PROCESS FOR ENTERING THE BUILDING - ALL STAFF

- 1) Opening manager arrives. Drive around the building to make sure nothing looks suspicious. Once inside, inspect all spaces for signs of break in or theft.
- 2) If the exterior of the dispensary looks ok, park. Public parking is available in front of and behind the location
- 3) If you spot something suspicious, call MPD and notify an owner.
- 4) The Opening Manager unlocks the door and enters the building. OM should be accompanied by a security guard or another employee to ensure safety.
- 5) Manager immediately locks the door after entering.
- 6) Manager disarms the alarm system.
- 7) Manager turns on the lights and does a visual inspection of the interior of the store, including whether the closing staff completed their procedures adequately, and looking for any water or rodent issues from overnight.
- 8) As other staff arrive, first check the cameras to make sure no one else is waiting outside. If clear, let them in the front door. Immediately lock the door behind them.
- 9) Clock in, securely store personal belongings in the back room, and get started on opening procedures.

Dessert First Store Closing Procedure

Version 1 - Fall 2023

BUDTENDER: CLOSING PROCESS

- 1) If it's not busy, begin closing drawers one at a time 1 hour before closing unless instructed otherwise by a manager.
- 2) Budtenders on closed drawers will count their drawer, then begin closing duties, focusing on back of house duties so as to not disturb customers.
 - a) Budtenders still serving customers are expected to provide great service, but aim to get all customers out by closing time.
 - b) Count drawers and submit them to the manager for review.
 - c) The closing manager will verify and close the drawer.
 - d) Divide up closing duties.
 - e) Lock up every product for the evening. Display inventory should be inspected for cleanliness and cleaned if display cases are dirty.
 - f) Empty and clean bud pods.
 - g) Ensure the check out area is clean, tidy, and well-stocked
 - h) Ensure the bud room is clean and tidy. The evening staff cleans the store (opening staff will tidy and spot clean where necessary).
 - i) Do multiple walk-throughs of the store to make sure no messes remain, and that no products are hidden somewhere.
- 3) Log out of POS and turn off all computers. Plug in any devices that need to be charged.
- 4) Turn off the sound system and menu-displaying TV.
- 5) Clock out of your shift.

RECEPTIONIST: CLOSING PROCESS

- 1) If it's not busy, begin closing cleaning/tidying tasks as appropriate.
- 2) At closing time, the manager will lock the front door.
- 3) After all customers have been served, check the POS system to make sure no patients are still in que.

- 4) Tidy and fold merchandise or other non-cannabis items for sale in your waiting area.
- 5) Tidy chairs, furniture, and magazines/educational materials. Sweep/vacuum floors, with special focus on entryway rugs. Wipe down any customer-facing surfaces
- 6) Close out of all computers, plug in anything that needs to be charged.
- 7) Clock out of your shift.

MANAGER: CLOSING PROCESS

- 1) 30 minutes prior to closing, start closing tasks.
 - a) Assign closing duties to budtenders and receptionist
 - b) Bring in outdoor signage
 - c) Lock door and turn off open sign
- 2) After the last customer leaves the store, perform a store security check, making sure no customers remain anywhere in the store.
- 3) Go to the secure back room and watch the cameras every 5 minutes to look for anything suspicious during the closing process.
- 4) Reconcile all drawers. Note: Some drawers may be closed and reconciled prior to closing if it's slow.
 - a) Budtender informs the closing manager that their drawer is ready for review.
 - b) Review the counts and notes submitted by the budtender into the POS system. Compare the expected cash with the actual cash and look for over/unders for debit or cash.
 - i) If totals match, close the drawer.
 - ii) If totals don't match, recount and update totals and reconcile the difference
 - iii) Count out your daily starting amount for each drawer for the morning shift. Put in secure bags in the safe.
 - c) Put empty drawers back in the till, and leave the till open.
- 5) Upload the daily sales into Metrc
- 6) Count the safe and record totals. Keep the safe open for as short a time as possible.
- 7) As other employees complete their duties, let them out using the "Leaving the Building Process" below.
- 8) Send a closing note to the opening manager.
- 9) Clock out of your shift.

PROCESS FOR LEAVING THE BUILDING - ALL STAFF

- 1) Clock out and grab personal belongings.
- 2) Closing manager lets employees out. First check cameras to make sure no one is outside. Immediately lock the door behind them.
- 3) Closing manager and the last employee leave together.
- 4) Closing manager and last employee to leave:
 - a) Does a final visual inspection of the interior of the store, confirming all products are put away and all areas are clean. Turn off all lights, leaving one set of lights on until it's time to exit the building.
 - b) Check the camera to make sure no one is outside.
 - c) If all is clear, activate the alarm.
 - d) Turn off the remaining lights, lock the door, and step outside.
 - e) Confirm that the door is locked.
 - f) Closing manager and final employee walk quickly and directly to cars.
 - g) Closing manager drives around the building to confirm nothing suspicious and both employees drive away together.

Dessert First Cash Management Procedures

Version 1 - Fall 2023

OPENING A CASH DRAWER PROCESS

A drawer is the physical register or till used to check out customers. The drawer is opened at the start of each day, or with a new employee starting a shift.

- 1) Budtender gets a new cash drawer from the manager at opening.
- 2) Manager puts the days' starting cash, in various bills, into the drawer. Manager will retrieve no more than \$200 from the safe to stock till at opening.
- 3) Put the till into the cash drawer at your terminal.
- 4) Record starting cash in POS system.

CLOSING A CASH DRAWER PROCESS

A drawer is closed at the end of each day or shift to confirm cash/debit totals.

Steps for budtenders:

- 1) After the last transaction is processed, count all monies in the drawer. If the store is open, count in the secured back staff area. If the store is closed, locked, and the security system is armed, money can be counted at the terminal.
- 2) Count the drawer down to zero, meaning no money is left uncounted in the drawer.
- 3) Put the cash in a sealed cash bag and take the cash and physical drawer to your manager to review and close.
 - a) Note: Be cautious about carrying cash throughout the store when it's open and customers are present.

Steps for Managers:

- 1) Receive the cash and physical drawer from the budtender. If the store is open, complete the closing process in the secured back office. If the store is closed, money can be counted at the terminal as long as the store is locked and the security system is armed.

- 2) Count the monies in the drawer and compare the expected cash with the actual cash.
 - a) If they match, close the drawer in the POS system.
 - b) If they do not match, recount and update as necessary.
 - c) If they still don't match, follow the discrepancy process below.
- 3) Add any relevant notes.

CASH DROP PROCESS

Managers are expected to perform a cash drop every hour or whenever a drawer exceeds \$1,000.

Aim to count and remove cash when as few customers are in the store as possible to ensure safety.

- 1) Count the drawer and physically remove the desired amount of cash.
 - a) Put the removed cash into a sealed cash bag
 - b) Count twice to ensure accuracy.
 - c) Note: Be sure the surroundings are safe to count money before doing so.
- 2) Record amount of removed cash in POS system.
- 3) Immediately deposit the cash and deposit slip into the safe inside of the secured inventory room.

DEPOSITING MONEY INTO THE SAFE PROCESS

Only owners and senior management staff will have access to the safe.

- 1) Ensure the surroundings are appropriate to open the safe.
- 2) Open the safe
- 3) Fill out your deposit slip with the pertinent information (i.e. amount being deposited, name of employee, where the cash came from, date, time, and notes, if applicable.)
- 4) Attach the deposit slip to the cash.
- 5) Put the cash and deposit slip in the safe.
- 6) Close and lock the safe.

COLLECTING PAYMENT/GIVING CHANGE PROCESS

- 1) For each customer/transaction, build the cart in the POS system.
- 2) Once all products are added, and specials applied, tell the customer their total.
- 3) Confirm payment method and ask the customer for their payment in full.
- 4) Count cash to confirm the amount, or if using another payment method follow the POS process to facilitate payment.
- 5) Close the drawer if there is a cash transaction.
- 6) Provide the customer with the receipt, product, any change and educational materials

CASH STORAGE & TRANSPORT PROCESS

- 1) During the business day, all cash being used for transactions is stored with the open drawers/tills.
 - a) Aim to keep drawer totals below \$300, notify a manager that a cash drop needs to be performed if drawer approaches \$1,000.
- 2) Do drops hourly.
- 3) Count down and close drawers at the end of the day or your shift.
- 4) Put all cash from drops and drawer closing into the time-triggered safe in the secured back room, along with a deposit slip.
 - a) Only count money when and where it is safe to do so.
 - b) Do not count or transport cash when or where customers may see.
 - c) Only open the safe when no other employees are around.
- 5) All excess cash is to be transported to FVC bank by an owner or senior manager daily.

Dessert First Patient Experience

Version 1 - Fall 2023

PROCESS FOR GREETING PATIENTS

- 1) Patient approaches the front door of the store.
- 2) Receptionist coordinates with on-site security guard who will open the door and ask to check ID and DC Cannabis Patient ID card.
- 3) If there is suspicion that ID fraud is occurring, the patient will be turned away and not granted access to the waiting area or sales floor.
- 4) If the initial ID check is cleared, the patient will be directed to the reception desk where the receptionist will scan their ID and confirm the ID info matches the cannabis patient card information.

CHECK IN PROCESS - All PATIENTS TRACKED IN POS SYSTEM

- 1) Patient steps up to the check-in counter.
- 2) Receptionist verbally greets the patient within 2 seconds, and says, "Welcome to Dessert First. Could I please see your ID and medical card?"
 - a) Patient hands the receptionist their ID and DC medical card
 - b) Receptionist looks at the ID/med card to verify age and authenticity. ID will be scanned to ensure authenticity. Name and date of birth will be checked to ensure that ID and medical card info match.
 - c) If this is a new patient, the receptionist will build a new customer profile for them in the POS system.
 - d) If an existing patient, they will be added to the queue and asked to wait in the lobby area until the next budtender is available to assist them.
- 3) Patients in que will be seated in the waiting area in front of the reception desk. The waiting area is partitioned to separate patients in que from those currently being assisted by a budtender. Patients are not permitted to enter the sales floor until they are greeted by the next available budtender.

PATIENT MOVEMENT PROCESS

- 1) After completing check in, the receptionist tells the patient where to wait, and gives an estimated wait time if available.
- 2) The patient must stay within the waiting area. They will be permitted to use the restroom if there is available staff member to unlock the restroom for them. Restrooms are not available to the public.
- 3) The patient must wait to be greeted by a budtender before they are directed to enter the sales floor.
- 4) Once a budtender is available assisting their last patient, they will walk to the waiting area to bring the next patient onto the sales floor.
- 5) Budtender will consult with the patient to identify their specific needs and goals for medical cannabis usage.
 - a) Budtender will discuss delivery methods, dosages, and the risks/benefits of medical cannabis consumption
 - b) If the patient would like to discuss their needs privately, the budtender will escort them to the consultation area to continue the conversation
- 6) Once appropriate product mix is determined, the patient will be directed to the checkout counter where their order will be fulfilled by their budtender, while the cashier builds their order in the POS system.
- 7) Once order is fulfilled, the patient will be given their products in an opaque bag along with their receipt, change, and any necessary educational materials
- 8) The patient will be then directed back towards the front of the space to exit the facility.

ORDER AHEAD PROCESS

- 1) When an order-ahead patient arrives, follow the typical greeting, new patient set up, and ID/med card verification steps.
- 2) Instead of checking in the patient as you normally would, select "Order Pick Up" in the POS system.
- 3) Make sure that the order is marked as "ready for pickup" in the POS system.
- 4) If order is not ready, instruct the patient to wait in the holding area until it is prepared
- 5) The next available budtender will meet the patient, take them to the sales area, and process the transaction as usual.

CERTIFICATE OF COMPLETION

This is to certify that

Jonathan Crandall

Has demonstrated mastery and successful completion of the necessary study requirements as prescribed by administrators that confers this certificate for

Washington D.C. Cannabis Industry Certification



Evan Erickson
Chief Training Officer

 Green CulturED



Date Issued: October 31, 2023

Expiry Date: October 31, 2026

Certificate Code: 75C16155B8-75B5194158-1333BCFDC

CERTIFICATE OF COMPLETION

This is to certify that

Robbie Martin

Has demonstrated mastery and successful completion of the necessary study requirements as prescribed by administrators that confers this certificate for

Washington D.C. Cannabis Industry Certification



Evan Erickson
Chief Training Officer

 Green CulturED



Date Issued: October 9, 2023

Expiry Date: October 9, 2026

Certificate Code: 75C161554F-75B5191DC7-1333BCF19

CERTIFICATE OF COMPLETION

This is to certify that

Ian Tsang

Has demonstrated mastery and successful completion of the necessary study requirements as prescribed by administrators that confers this certificate for

Washington D.C. Cannabis Industry Certification



Evan Erickson
Chief Training Officer

 Green CulturED



Date Issued: October 23, 2023

Expiry Date: October 23, 2026

Certificate Code: 75C1615746-75B51942E6-1333BD110

Security Plan & Training Certifications

Dessert First Security Plan

PURPOSE

Safety and security should be top-of-mind all day, every day, not just during operating hours. It's imperative for Dessert First to have strict procedures around employee and customer health and safety, product security, cash handling, and incident management.

Failing to properly mitigate risk, secure products, and ensure employee and customer safety is a compliance, trust, and potential legal issue. Providing employees with a safe place to work is required by law. We will be staffed with at least 2 people during our hours of operation.

This document details the following safety and security processes:

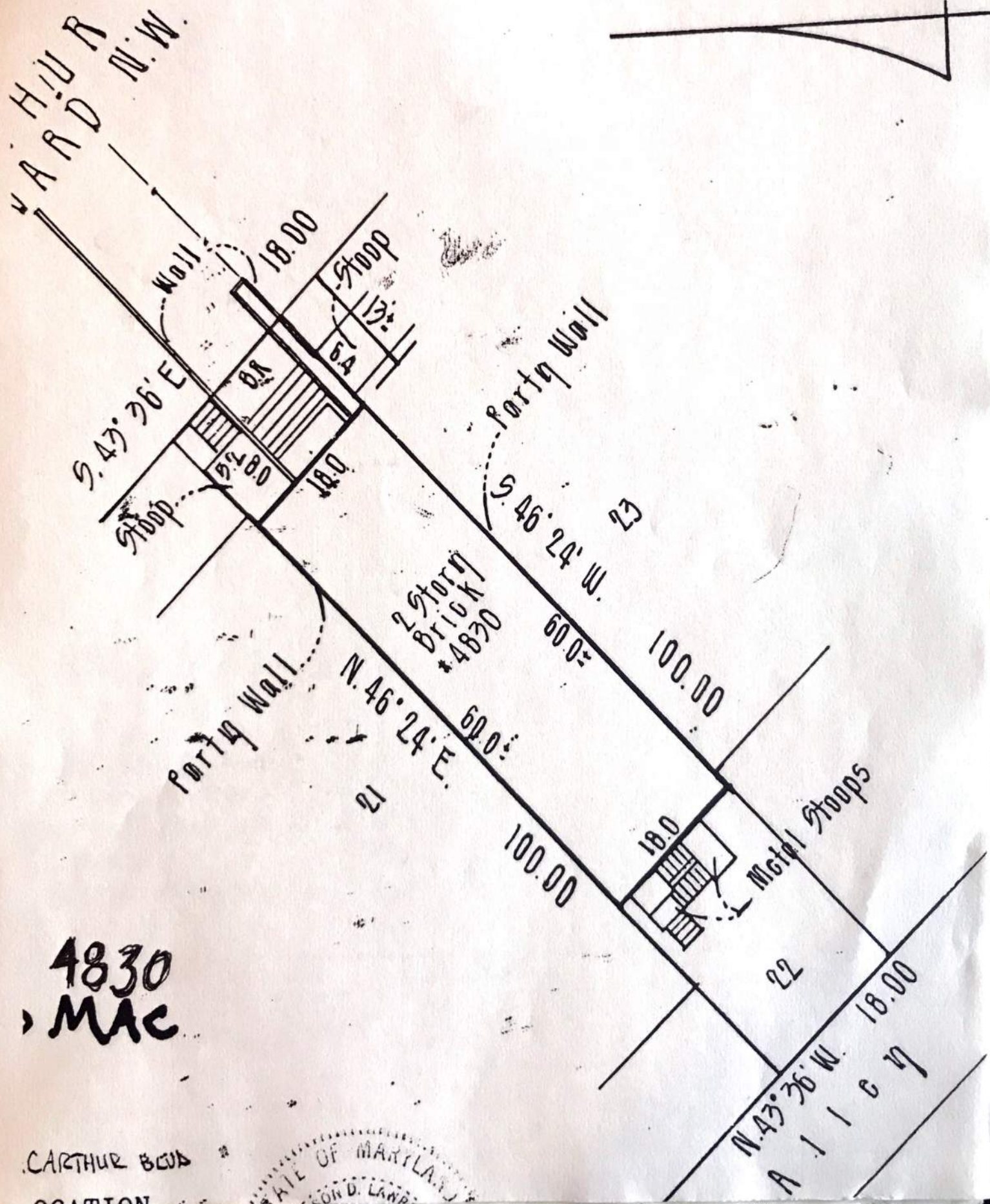
- I. Site plan
- II. Floor plan
- III. Security systems
- IV. Limited access areas & process for securing products
- V. Theft prevention & incident handling
- VI. Closing procedures
- VII. Security training

I. SITE PLAN & II. FLOOR PLAN

4830 MAC

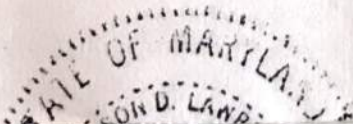
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Survey for title purposes only - not to be used for determining property lines. Property corner markers not guaranteed



4830
MAC

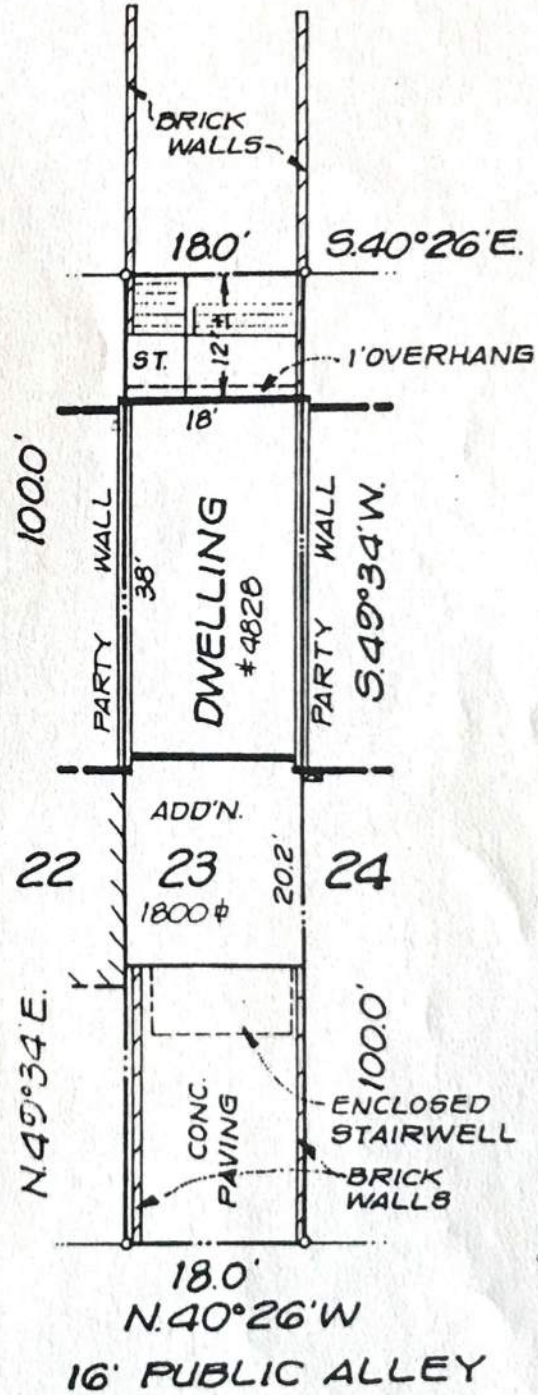
CARTHUR BEVIS
LOCATION



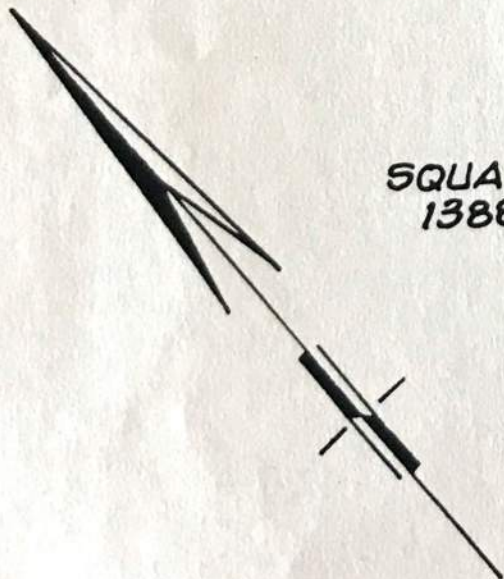
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4828 MAC
MACARTHUR

MACARTHUR BOULEVARD, N.W.



SQUARE 1388



4828 MAC

NOTE: THIS PROPERTY DOES NOT LIE WITHIN THE LIMITS OF A FLOOD HAZARD AREA AS DELINEATED ON THE MAPS OF THE NATIONAL FLOOD INSURANCE PROGRAM

Camera 5 - Monitors back exit and surrounding parking lots and alleys

Door contact 3

Motion Sensor 3

METAL EGRESS BACK DOOR OUTS WING

**Dessert First -
4828 McArthur Blvd NW
Wash dc
Proposed retail location**

BACK ROOM STORAGE

RESTRICTED AREA

Alarm Control Panel and DVR

Camera 3 - Monitors bathroom entrance & sales counter including cash register/POS

Door Contact 2

Camera 4 - Monitors product preparation areas, inventory, and rear exit

Motion Sensor 2

EXISTING BATHROOM

HEAT PUMP FOR FRONT AND BACK ROOMS

FRONT RETAIL SPACE

FRONT RETAIL SPACE

EXISTING RETAIL
-NO ELECTRICAL CHANGES NEEDED
-EXISTING LIGHTING NO CHANGED NEEDED

Camera 2 - Monitors cash register/POS, sales floor, and secure door to inventory control room

Door Contact 1

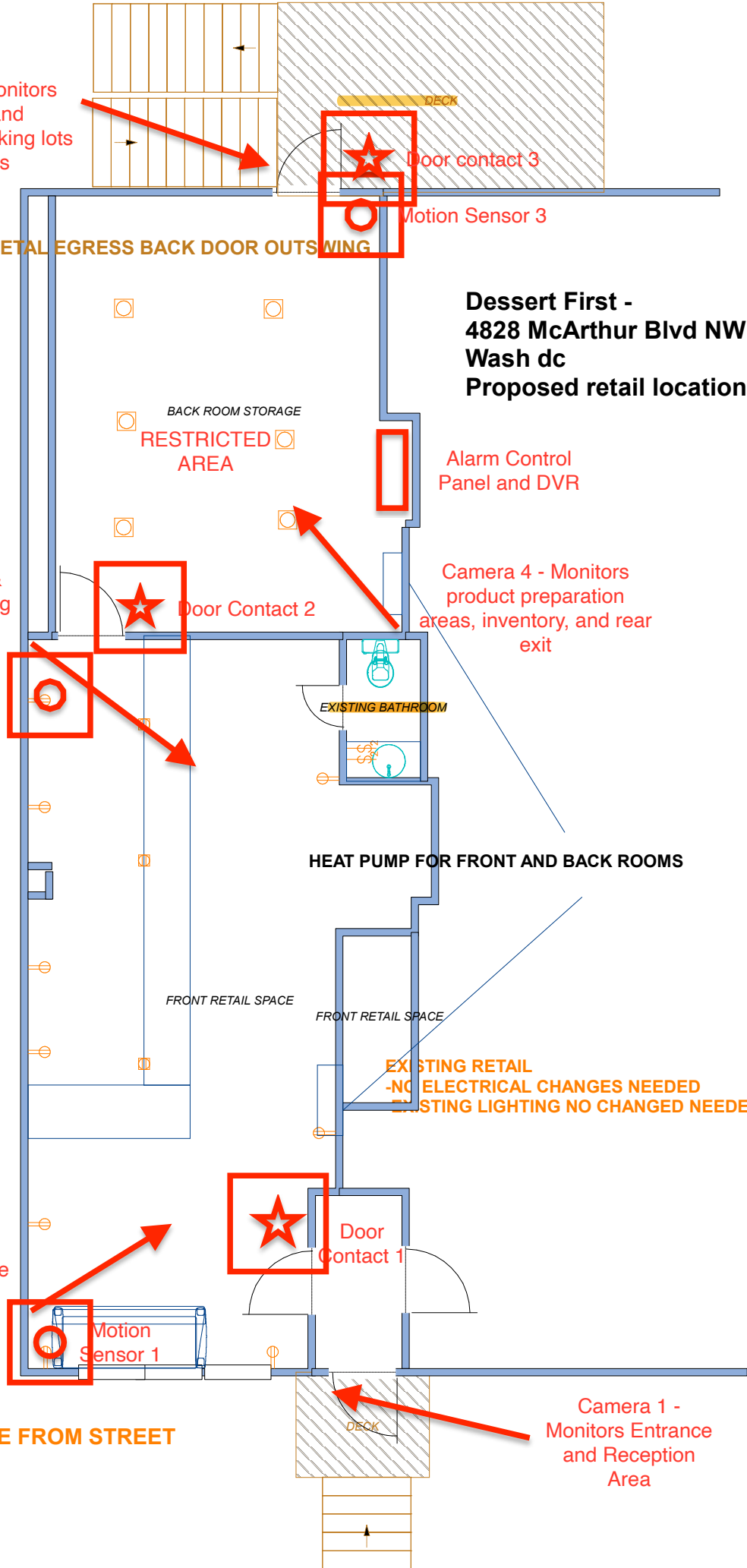
Motion Sensor 1

MAIN ENTRANCE FROM STREET

Camera 1 - Monitors Entrance and Reception Area

DECK

DECK



III. SECURITY SYSTEMS

Dessert First's security system is designed to protect our assets and people 24/7. We have contracted ADT to provide a closed-circuit CCTV surveillance system including intercom systems, command security, and video surveillance that will operate 24 hours a day, 7 days a week. We also have a monthly plan for providing regular assistance and inspections. The ADT system provides coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage rooms that contain safes.

Security cameras: Dessert First's retail location will be monitored 24/7 by high definition CCTV cameras covering all entries, exits, registers/point of sale systems, inventory management areas, parking lots, and the secured area containing the safe. Fixed cameras will be installed to provide a consistent recorded image of these areas. We will also instruct ADT to maximize the quality of facial and body images and to avoid backlighting and physical obstructions.

Owners and senior management will have access to footage which will be saved for a minimum of 30 days in case the need arises for review. Recordings will be made available to MPD or other required departments immediately upon request. Staff will be instructed to notify owners as soon as any malfunction occurs with the surveillance system. We will have the following five security cameras in place:

- Front door
- Main Floor
- Checkout area
- Inventory/back office
- Back Door

These cameras will display a date and time stamp on all recorded video and be able to produce a PC-compliant CD or DVD directly from the unit. We will also have a display monitor connected to the security recording system at all times. This system will be kept in good working order at all times. Staff will be trained to oversee the functioning of the video recording system to immediately report any malfunctioning or technical problems with the system.

Cameras installed outdoors and in low-light interior areas shall be day/night cameras with a minimum resolution of six hundred (600) lines per inch (analog) or D1 (IP) and a minimum light factor requirement of seven tenths (0.7) LUX. Cameras shall be calibrated and focused to maximize the quality of the recorded image. Security

recordings will have an image resolution of at least D1 with an image frame rate of at least 3 frames per second.

Outdoor lighting will be in place at both the front and back entrances to help illuminate cameras and posted signage. This will also assist in increasing picture clarity and brightness for the cameras. These will be sufficiently lit between sunset and sunrise each day to light the dispensary and its immediate surrounding area, including storage areas, parking lots, entry areas such as the front façade, and any adjoining public sidewalk. The lights will be hooded or oriented so as to deflect light away from adjacent properties.

Alarm system: Dessert First's alarm system will have several components to identify intruders after hours and notify authorities. In addition to the five security cameras mentioned above, we will also have

- 3 motion sensors
- 3 door contacts
- 2 mobile panic buttons (holdup alarms for staff use)

The alarm system and cameras will cover all entrances, exits, floor space, and secure areas. In the event that a motion sensor or door contact is triggered, notifications are immediately sent to the management team for assessment. Access to updating, monitoring, and changing the alarm system will remain only with the management team.

The control panel will be a UL listed burglar alarm control panel and will report to ADT's UL listed central monitoring station. A test signal shall be transmitted to the central station every 24 hours to ensure functioning. Dessert First will maintain any reports of incidents that triggered an alarm for a period of 3 years. These reports will be made available to the Department during any inspection of the location. We will notify ABCA of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the location.

Access control system: Our 3 door contacts prevent unauthorized access to secure areas or rooms. The front door, back door, and inventory management area door (which includes the safe) will have a door contact. This alerts the management team whenever opened - providing an online log of tracking via our ADT plan. This will be reviewed weekly or more frequently if needed due to any incidents. Only management team or trained employees may access these doors. During business hours, our front door contact will be in place - if a patron rings the bell for the security system, our internal security pad will display a video and audio of the patron as an additional layer of

security before they are allowed entrance. Locks are integrated into the door contact system from ADT.

Panic button: Dessert First will have two mobile panic buttons allowing staff to notify police of an issue at the store. The mobile panic buttons, which can be activated with the click of a button, will be attached to staff members during store hours. After hours, they will be secured in the locked inventory management system for charging. If the panic button is activated it will notify ADT and then MPD that an incident requiring assistance is occurring at our retail location. Owners and senior management will have access to updating, monitoring, and changing any panic button details.

An employee would typically activate a panic button to contact law enforcement in situations where there is an immediate threat to the safety and security of employees, customers, or the store itself. Scenarios that would warrant the use of a panic button include:

- **Robbery or Armed Intrusion:** If an armed individual enters the store with the intent to rob or harm people, employees may activate the panic button to alert law enforcement.
- **Violent Altercations:** In the case of a physical altercation between customers or an aggressive customer, a panic button may be used to request police assistance.
- **Active Shooter Situation:** If there is an active shooter in the store, the panic button can be used to alert law enforcement to the presence of an immediate threat.
- **Threats or Hostage Situations:** When someone threatens store employees or takes hostages, a panic button may be used to initiate a police response.
- **Suspicious Activity:** In some cases, employees may activate the panic button when they observe suspicious behavior or individuals that may pose a security risk to the store.

It's important to Dessert First that all retail employees be trained on when and how to use panic buttons, as well as our specific procedures for such emergencies. The purpose of the panic button is to quickly and discreetly notify law enforcement and enhance the safety of everyone in the store during a crisis.

IV. LIMITED ACCESS AREAS & PROCESS FOR SECURING PRODUCTS

Dessert First will keep all medical marijuana located on the premises in a separate storage area which is securely closed and locked during all hours via an ADT door contact locking system. The door contact and motion sensor in the back area will act as our volumetric intrusion detection device and be connected to our ADT security system. We will have designated limited access areas with entrance allowable only to people with a valid registration card issued by the Department and a valid government issued photo identification document displaying proof of age that matches the name on the registration card. This will be designated with a posted sign provided by the Department. Staff will wear their Mayor-issued registration identification at all times while working or when in the limited access area.

Dessert First will also have a safe for overnight storage of any processed marijuana, transaction records, and cash on the premises. The safe will be a UL listed burglar-proof safe with a minimum rating of TL-30. Our safe will weigh seven hundred fifty pounds (750 lb.) and, if needed, be securely anchored to a fixed part of the inventory management floor.

Products on the sales floor: Our approach to keeping products safe and secure, even when customers have access to them throughout the day, is multifaceted:

- **Strategic Layout:** Our dispensary is thoughtfully designed to minimize blind spots, ensuring that all product displays and shelves are within the line of sight of our trained staff.
- **Secure Display Cases:** Cannabis products, including flowers, edibles, concentrates, and accessories, are stored within secure, locked display cases on the sales floor. Each display case is equipped with a high-quality locking mechanism to prevent unauthorized access.
- **Surveillance:** High-definition cameras, positioned throughout the sales area, continuously monitor customer interactions. This video surveillance not only deters theft but also allows us to review and address any incidents promptly.
- **Access Control:** Access to specific product displays will be limited, with our budtenders assisting customers in a controlled manner. Our controlled access approach ensures that only staff or authorized customers can handle the products. This will include the use of locked shelving only accessible by trained staff.
- **A Team of Knowledgeable Budtenders:** Our friendly and well-trained budtenders are always available to provide guidance, answer questions, and monitor product interactions. They are vigilant, ensuring that products are handled appropriately and returned to their rightful place.

- **Inventory Management:** Products are tracked in real-time, enabling us to quickly identify discrepancies and ensure that all items are accounted for.

Only a select sampling of products will be on the sales floor for customers to browse. This will allow us to retrieve any necessary items before a sale, either from our back stock or from locked containers on the sales floor, limiting the amount of access a customer has and keeping our products secure.

Products in 'back stock': Behind the scenes, our products are stored securely to maintain their integrity and compliance with regulations:

- **Limited Access:** Our backstock areas are accessible only to authorized personnel, ensuring that only trained employees can access products.
- **Surveillance Continues:** These areas will also be monitored 24/7 by our surveillance system, guaranteeing their security.
- **Access Logs:** We will maintain detailed access logs to track who enters these areas and when, maintaining strict accountability.
- **Security Measures:** Backstock areas are equipped with enhanced security measures, including locked doors and controlled access points.
- **Regular Audits:** Our inventory is audited regularly to confirm that products are accounted for and to prevent any discrepancies.

At Dessert First, we take security seriously, and our comprehensive approach ensures that our products remain safe and secure at all times. Your trust in our commitment to safety is our top priority.

Overnight product storage: At the end of each day, our entire stock of cannabis products will be securely locked up via our secure display cases on the sales floor or in a locked area in back stock.

Inventory auditing: Regular inventory audits will not only keep the dispensary compliant and inventories accurate, but will help identify product loss or theft.

- We will conduct a full inventory audit monthly to ensure compliance and identify any discrepancies in our inventory.

If discrepancies are identified, Dessert First will notify MPD and ABCA, including any relevant security system details and video surveillance, if necessary.

Transporting cannabis: Transport will be provided by the cultivation center for wholesale products. Dessert First's delivery process will abide by all rules and regulations set forth for the Delivery Endorsement.

V. THEFT PREVENTION & INCIDENT HANDLING

Dessert First's security system will be implemented with theft prevention in mind and will include surveillance cameras, access controls, motion sensors, panic buttons, employee training, inventory control, and regular security assessments.

Destruction and disposal of unused or surplus medical marijuana: Dessert First will destroy or dispose of unused or surplus medical marijuana and its by-products by providing it to MPD for destruction. All unused or surplus medical marijuana and its by-products will be weighed and documented and submitted to MPD on a form provided by MPD prior to being delivered to MPD for destruction. Maintaining levels of product below a surplus will help in deterring theft.

Process for health and safety protocols: This process is ongoing and aims to reduce risk of exposure to illness or injury for employees and customers. Below are some of the protocols we will have in place for safety:

- Daily store cleaning and frequent disinfecting.
- All employees must wash their hands after using the restroom or eating.
- Employees are to wear gloves and/or use tongs when handling flower to ensure no contamination occurs.
- The entryway, waiting room, and sales floor must always be clear of debris that could be a tripping hazard.
- All back of house spaces must have clear walkways and signage to prevent injuries.
- Spills must be cleaned up immediately, and wet areas properly marked to caution customers and employees of slippery conditions.
- Any issues with broken equipment, structural issues, or other workplace hazards must be addressed immediately.
 - Scales must be checked and calibrated daily.

Incident prevention: In addition to the robust security system we will have, outlined in section III. Security Systems, the following measures will be put in place to assist with incident prevention:

- Strict cash handling procedures (See included cash management procedure for more detail): Regular removal of cash from the front of house to the safe will be prioritized to reduce the risk of theft.

- Minimizing the amount of cash on hand by making regular deposits to a secure bank account.
- Using cash-handling safes with time-delayed locks to prevent unauthorized access to cash.
- Easily visible security cameras in place.
- Secure delivery procedures:
 - Delivery protocols, including GPS tracking, two-person delivery teams, and customer verification upon delivery.
- Cybersecurity:
 - Protecting the dispensary's computer systems and customer data with robust cybersecurity measures to prevent data breaches and cyber theft.
- Fostering a culture of awareness among employees, encouraging them to report any suspicious behavior or security concerns promptly.
- Developing an emergency response plan that outlines what to do in the event of a theft or security breach with training for employees on this plan regularly.

Preventing theft in a medical cannabis dispensary requires a multi-faceted approach, including a combination of physical security, employee training, inventory controls, and compliance with regulations. It's essential to our team at Dessert First that these measures are regularly reviewed and updated to adapt to evolving threats and ensure the safety of our business and personnel.

Incident handling: Handling a security incident at our dispensary will require a well-defined and well-practiced response plan to minimize potential harm and losses. Below are measures we will take, should an incident occur:

- Ensure staff safety:
 - The safety of our employees and customers is the top priority. If an incident occurs, we will instruct staff to remain calm and take shelter in a secure area.
 - Avoid confronting the intruders or escalating the situation.
- Notify authorities:
 - As soon as it's safe to do so, we will call 911 to report the incident to MPD, providing them with all relevant details, such as the nature of the incident, location, and a description of the suspects.
- Alert security personnel:
 - If ADT has not yet been automatically notified through our security system, we will report the incident to them and have them respond according to their training and security protocols.
- Lockdown the dispensary:

- If the incident involves a threat to people or property, we will consider initiating a lockdown procedure to secure the premises. This will include, but is not limited to, locking all entry and exit points and turning on security systems if they are not already activated.
- Cooperate with law enforcement:
 - Upon arrival, cooperate fully with law enforcement. Provide access to video surveillance footage, witness statements, and any other information they may need for their investigation.
- Communicate with Employees and Customers:
 - Will we keep our employees and customers informed about the situation and any measures being taken, reassuring them that their safety is a top priority.
- Document the Incident:
 - Documenting the incident in detail, including the time, date, location, and descriptions of suspects will be a priority. This will include confirming video surveillance is available and saved.
- Inventory and asset check:
 - After the incident is resolved, we will conduct a thorough inventory check to assess any potential losses or damages to products, equipment, or cash.
- Report to Regulatory Authorities:
 - We will report the incident to the ABCA promptly, providing any necessary information or documentation requested.
- Evaluate and improve security measures:
 - After the incident, we will conduct a thorough post-incident review to identify vulnerabilities or weaknesses in our security plan.
 - We will implement necessary changes or improvements to prevent a similar incident from occurring in the future.

Having a well-documented and practiced security incident response plan is crucial to minimize the impact of an incident and ensure the safety and security of Dessert First's dispensary. We plan to regularly review and update our plan to adapt to new risks and challenges.

Reporting theft: Dessert First will report any stolen or lost medical marijuana by filing a police report with MPD within 24 hours of becoming aware of the theft or loss. We will also notify ABCA.

VI. CLOSING PROCEDURES (See included closing and opening procedure guidelines for more detail)

Closing procedures at the end of each business day are crucial for ensuring the security of Dessert First's dispensary, as well as maintaining compliance with rules and regulations. Below is an outline of our closing procedures that all staff will be trained on and follow:

- Secure all inventory: Ensure that all cannabis products are securely stored in locked display cases, safes, or vaults. High-value items should not be left out in the open.
- Close all entry and exit points: Lock all doors and windows securely. Check that all entry and exit points are properly closed and locked to prevent unauthorized access.
- Activate security systems: Arm all security systems, including alarms, surveillance cameras, and motion sensors to monitor the premises during non-business hours.
- Cash handling and deposits: Count the cash in the register and prepare it for deposit. Avoid leaving excess cash on the premises.
- Inventory check and reconciliation: Conduct an inventory check to ensure that the quantity and quality of your cannabis products match the records. Resolve any discrepancies or discrepancies in the presence of a manager.
- Shutdown equipment and systems: Power down and secure all equipment and systems, including cash registers, computers, and any cannabis storage systems.
- Cleaning and maintenance: Ensure that the dispensary is clean and tidy for the next business day. Perform routine cleaning and maintenance tasks as needed.
- Remove all waste and trash: Dispose of any waste, including packaging materials, securely and in compliance with regulations.
- Check for any unusual activity: Walk through the dispensary to check for any unusual or suspicious activity, signs of tampering, or damage to property.
- Backup data: Regularly back up critical data and ensure that backups are stored securely off-site.
- Set alarms and lock safe: Ensure that alarms are set and that all safes and vaults are locked securely before leaving the premises.
- Environmental controls: Adjust environmental controls, such as temperature and humidity, to protect the quality and integrity of your cannabis products.
- Double-check security measures: Verify that all security measures, such as cameras and motion sensors, are functioning correctly.
- Documentation: Maintain a log or checklist of closing procedures and have designated personnel responsible for completing and verifying each task.

- Key and access control: Ensure that all keys, access cards, and panic buttons are accounted for and securely stored.
- Secure important documents: Secure any sensitive documents, including financial records and compliance paperwork.
- Employee check-out: Follow the check-out procedure in place for employees at the end of their shifts, ensuring that all personnel have left the premises.

VII. SECURITY TRAINING

Dessert First believes that effective security training is the cornerstone of a safe and secure workplace. In a rapidly evolving world, where threats can come from various sources, from physical intrusions to digital breaches, robust security training is essential. It empowers employees with the knowledge, skills, and mindset needed to detect, deter, and respond to security challenges.

Dessert First founders and team have all taken Green CulturED's Washington D.C. Cannabis Industry Certification and received their certificates. This training program covers a wide range of topics for both security and general operations, including:

- Dispensary technician role
- Valid and fake identification
- Cannabis effects and impairment
- Minor patient and caregiver interactions
- United States Cannabis Law history
- Preventing and detecting diversion
- Medical Cannabis Laws (DC)
- Cannabis impaired driving

Green CulturED's certification description:

"The Washington D.C. Department of Health (DOH) established the Medical Cannabis Certification Provider to promote the recognition of quality and excellence of service in the District's medical cannabis industry. Green CulturED is designated as a medical cannabis certification provider as a separate entity that's independent from the DOH to conduct the medical cannabis and education training program for Washington D.C. licensed operations. This intensive certification guides aspiring agents through rigorous levels of training and examinations, culminating in becoming certified agents. A medical cannabis dispensary agent is responsible for a variety of patient-oriented tasks that also help support the day-to-day licensed retailer operations by interfacing with patients, promoting compliant dispensary operations, and helping manage and maintain the

workplace. Learners will become knowledgeable about the medical benefits of cannabis, provide product and industry knowledge to patients, and help them find products to meet their individual medical needs. Primarily, learners will provide a quality cannabis dispensary to all patients by understanding their medical needs, however, they should never provide medical advice as they will be required to share relevant information to help patients make informed medical cannabis decisions.”

This course will be a requirement of all new staff. Managers will also be required to complete their Manager registration with ABCA. In addition to this formalized course, employees will be required to learn and regularly review the material detailed in this security plan, with emphasis on sections V. Theft Prevention and Incident Handling and VI. Closing Procedures. The leadership team of Dessert First will prioritize training new staff and providing refreshers for existing staff to ensure proper procedures are known and followed at all times. New staff will receive training on our general operating procedures as well as our security plan and protocols during their first shifts as employees. In addition to regular training for our employees, Dessert First also plans to regularly participate in MPD’s community outreach programs for police engagement training.

Dessert First Store Opening Procedure

Version 1 - Fall 2023

MANAGER: OPENING PROCESS

Managers should arrive 15 minutes prior to budtenders and other junior staff to ensure the facility is prepared for business each day.

- 1) Inspect all doors, windows, entrances, and exits for signs of breakin. If there is an obvious breakin, contact MPD first before contacting an owner.
- 2) Go to the back of house inventory control area and audit the safe to ensure the amounts match what was recorded during the prior evening's audit. Confirm closing manager's cash and product inventory counts. Refer to the laminated sheet hung by the inventory room door - once complete, mark your initials to certify. If cash or inventory amounts exceed approved levels, notify an owner and arrange cash pick up and/or product removal. Bring pre-counted labeled cash bags to the front of the house to prepare cash drawers.
- 3) Prepare drawers with \$200 in varying denominations. Make sure every drawer has enough change.
- 4) As other employees arrive, let them in using the "Entering the Building Process" below. Only Managers and on-site security guards are permitted to grant entry to the store.
- 5) Budtenders will come grab their drawers. Have budtenders count their drawers to ensure the correct starting amount.
- 6) If you have any nearly-expired products to discount, bring them out onto the sales floor and notify budtenders.
- 7) If there are any new specials for the day, print out a cheat-sheet for budtenders with the code and details of the special. Ensure that all specials for the day are coded into inventory and POS systems.
- 8) Have a team huddle to start the day to schedule lunches and breaks based on patient volume and staffing levels for the day. Ensure that all staff is wearing name tag and appropriate badges at this time.
- 9) 5 minutes before opening, ensure Receptionist, Budtenders, and all customer-facing spaces are clean, stocked, and ready for the day. Also ensure every employee has their badge visible

- 10) At opening time, unlock the front door and welcome any waiting customers. Close and lock the door behind any initial patients.

BUDTENDER: OPENING PROCESS

This process outlines budtender responsibilities at opening, with a focus on the bud room.

- 1) Turn on all computers and ensure POS, inventory management, and all other necessary tech is working properly.
- 2) Turn on music, menu-displaying TVs
- 3) Go to the manager and get your drawer. Count your drawer to ensure the correct starting denomination.
 - a) If you need any change, inform the manager.
 - b) Put your drawer into your till.
 - c) Assign the drawer to yourself in the POS system.
 - d) Log into the POS system on your terminal.
- 4) Communicate with the manager on appropriate product inventory levels for the day. Manager will retrieve required inventory from the secured back room.
- 5) Ensure all products are stocked based on expected sales for that day. Aim to have enough product stocked to get you through at least mid-day.
- 6) Refresh bud pods. If jars were cleaned the night before, fill and label as appropriate. If not cleaned, ensure the flower is fresh, fragrant, correctly labeled, and free from dust/debris.
- 7) Ensure the check out area is clean, tidy, and that receipt and label printer are well-stocked.
- 8) 5 minutes before opening, you must be done with opening tasks and ready to start helping customers. Ensure your badge is visible.
- 9) Throughout the day:
 - a) Package up cash into appropriate bundles to make it easier to count at the end of the shift or at closing (1's = \$25; 5's = \$50; 10's = \$100).
 - b) Sanitize regularly as outlined by your regional and business's COVID protocols.
 - c) Clean and tidy the bud room and check out area as time allows to make the closing cleaning process smoother.

RECEPTIONIST: OPENING PROCESS

- 1) Visually inspect the front desk/waiting room area and note immediate tasks to complete before customers start arriving.
- 2) Turn on the front desk computer. Log into patient management software and ensure the ID scanner is functioning properly.
- 3) Make sure all tech is charged and ready for use. If not, plug it in immediately.
- 4) Check trash cans, water stations, coffee stations, and refill as necessary
- 5) Check chairs, furniture, and magazines/educational materials. Spot clean and straighten as necessary.
- 6) Tidy, refold, or restock merchandise or other non-cannabis items for sale in your waiting area.
- 7) 5 minutes before opening, you must be done with opening tasks and seated at the front desk. Ensure your badge is visible.

PROCESS FOR ENTERING THE BUILDING - ALL STAFF

- 1) Opening manager arrives. Drive around the building to make sure nothing looks suspicious. Once inside, inspect all spaces for signs of break in or theft.
- 2) If the exterior of the dispensary looks ok, park. Public parking is available in front of and behind the location
- 3) If you spot something suspicious, call MPD and notify an owner.
- 4) The Opening Manager unlocks the door and enters the building. OM should be accompanied by a security guard or another employee to ensure safety.
- 5) Manager immediately locks the door after entering.
- 6) Manager disarms the alarm system.
- 7) Manager turns on the lights and does a visual inspection of the interior of the store, including whether the closing staff completed their procedures adequately, and looking for any water or rodent issues from overnight.
- 8) As other staff arrive, first check the cameras to make sure no one else is waiting outside. If clear, let them in the front door. Immediately lock the door behind them.
- 9) Clock in, securely store personal belongings in the back room, and get started on opening procedures.

Dessert First Store Closing Procedure

Version 1 - Fall 2023

BUDTENDER: CLOSING PROCESS

- 1) If it's not busy, begin closing drawers one at a time 1 hour before closing unless instructed otherwise by a manager.
- 2) Budtenders on closed drawers will count their drawer, then begin closing duties, focusing on back of house duties so as to not disturb customers.
 - a) Budtenders still serving customers are expected to provide great service, but aim to get all customers out by closing time.
 - b) Count drawers and submit them to the manager for review.
 - c) The closing manager will verify and close the drawer.
 - d) Divide up closing duties.
 - e) Lock up every product for the evening. Display inventory should be inspected for cleanliness and cleaned if display cases are dirty.
 - f) Empty and clean bud pods.
 - g) Ensure the check out area is clean, tidy, and well-stocked
 - h) Ensure the bud room is clean and tidy. The evening staff cleans the store (opening staff will tidy and spot clean where necessary).
 - i) Do multiple walk-throughs of the store to make sure no messes remain, and that no products are hidden somewhere.
- 3) Log out of POS and turn off all computers. Plug in any devices that need to be charged.
- 4) Turn off the sound system and menu-displaying TV.
- 5) Clock out of your shift.

RECEPTIONIST: CLOSING PROCESS

- 1) If it's not busy, begin closing cleaning/tidying tasks as appropriate.
- 2) At closing time, the manager will lock the front door.
- 3) After all customers have been served, check the POS system to make sure no patients are still in que.

- 4) Tidy and fold merchandise or other non-cannabis items for sale in your waiting area.
- 5) Tidy chairs, furniture, and magazines/educational materials. Sweep/vacuum floors, with special focus on entryway rugs. Wipe down any customer-facing surfaces
- 6) Close out of all computers, plug in anything that needs to be charged.
- 7) Clock out of your shift.

MANAGER: CLOSING PROCESS

- 1) 30 minutes prior to closing, start closing tasks.
 - a) Assign closing duties to budtenders and receptionist
 - b) Bring in outdoor signage
 - c) Lock door and turn off open sign
- 2) After the last customer leaves the store, perform a store security check, making sure no customers remain anywhere in the store.
- 3) Go to the secure back room and watch the cameras every 5 minutes to look for anything suspicious during the closing process.
- 4) Reconcile all drawers. Note: Some drawers may be closed and reconciled prior to closing if it's slow.
 - a) Budtender informs the closing manager that their drawer is ready for review.
 - b) Review the counts and notes submitted by the budtender into the POS system. Compare the expected cash with the actual cash and look for over/unders for debit or cash.
 - i) If totals match, close the drawer.
 - ii) If totals don't match, recount and update totals and reconcile the difference
 - iii) Count out your daily starting amount for each drawer for the morning shift. Put in secure bags in the safe.
 - c) Put empty drawers back in the till, and leave the till open.
- 5) Upload the daily sales into Metrc
- 6) Count the safe and record totals. Keep the safe open for as short a time as possible.
- 7) As other employees complete their duties, let them out using the "Leaving the Building Process" below.
- 8) Send a closing note to the opening manager.
- 9) Clock out of your shift.

PROCESS FOR LEAVING THE BUILDING - ALL STAFF

- 1) Clock out and grab personal belongings.
- 2) Closing manager lets employees out. First check cameras to make sure no one is outside. Immediately lock the door behind them.
- 3) Closing manager and the last employee leave together.
- 4) Closing manager and last employee to leave:
 - a) Does a final visual inspection of the interior of the store, confirming all products are put away and all areas are clean. Turn off all lights, leaving one set of lights on until it's time to exit the building.
 - b) Check the camera to make sure no one is outside.
 - c) If all is clear, activate the alarm.
 - d) Turn off the remaining lights, lock the door, and step outside.
 - e) Confirm that the door is locked.
 - f) Closing manager and final employee walk quickly and directly to cars.
 - g) Closing manager drives around the building to confirm nothing suspicious and both employees drive away together.

Dessert First Cash Management Procedures

Version 1 - Fall 2023

OPENING A CASH DRAWER PROCESS

A drawer is the physical register or till used to check out customers. The drawer is opened at the start of each day, or with a new employee starting a shift.

- 1) Budtender gets a new cash drawer from the manager at opening.
- 2) Manager puts the days' starting cash, in various bills, into the drawer. Manager will retrieve no more than \$200 from the safe to stock till at opening.
- 3) Put the till into the cash drawer at your terminal.
- 4) Record starting cash in POS system.

CLOSING A CASH DRAWER PROCESS

A drawer is closed at the end of each day or shift to confirm cash/debit totals.

Steps for budtenders:

- 1) After the last transaction is processed, count all monies in the drawer. If the store is open, count in the secured back staff area. If the store is closed, locked, and the security system is armed, money can be counted at the terminal.
- 2) Count the drawer down to zero, meaning no money is left uncounted in the drawer.
- 3) Put the cash in a sealed cash bag and take the cash and physical drawer to your manager to review and close.
 - a) Note: Be cautious about carrying cash throughout the store when it's open and customers are present.

Steps for Managers:

- 1) Receive the cash and physical drawer from the budtender. If the store is open, complete the closing process in the secured back office. If the store is closed, money can be counted at the terminal as long as the store is locked and the security system is armed.

- 2) Count the monies in the drawer and compare the expected cash with the actual cash.
 - a) If they match, close the drawer in the POS system.
 - b) If they do not match, recount and update as necessary.
 - c) If they still don't match, follow the discrepancy process below.
- 3) Add any relevant notes.

CASH DROP PROCESS

Managers are expected to perform a cash drop every hour or whenever a drawer exceeds \$1,000.

Aim to count and remove cash when as few customers are in the store as possible to ensure safety.

- 1) Count the drawer and physically remove the desired amount of cash.
 - a) Put the removed cash into a sealed cash bag
 - b) Count twice to ensure accuracy.
 - c) Note: Be sure the surroundings are safe to count money before doing so.
- 2) Record amount of removed cash in POS system.
- 3) Immediately deposit the cash and deposit slip into the safe inside of the secured inventory room.

DEPOSITING MONEY INTO THE SAFE PROCESS

Only owners and senior management staff will have access to the safe.

- 1) Ensure the surroundings are appropriate to open the safe.
- 2) Open the safe
- 3) Fill out your deposit slip with the pertinent information (i.e. amount being deposited, name of employee, where the cash came from, date, time, and notes, if applicable.)
- 4) Attach the deposit slip to the cash.
- 5) Put the cash and deposit slip in the safe.
- 6) Close and lock the safe.

COLLECTING PAYMENT/GIVING CHANGE PROCESS

- 1) For each customer/transaction, build the cart in the POS system.
- 2) Once all products are added, and specials applied, tell the customer their total.
- 3) Confirm payment method and ask the customer for their payment in full.
- 4) Count cash to confirm the amount, or if using another payment method follow the POS process to facilitate payment.
- 5) Close the drawer if there is a cash transaction.
- 6) Provide the customer with the receipt, product, any change and educational materials

CASH STORAGE & TRANSPORT PROCESS

- 1) During the business day, all cash being used for transactions is stored with the open drawers/tills.
 - a) Aim to keep drawer totals below \$300, notify a manager that a cash drop needs to be performed if drawer approaches \$1,000.
- 2) Do drops hourly.
- 3) Count down and close drawers at the end of the day or your shift.
- 4) Put all cash from drops and drawer closing into the time-triggered safe in the secured back room, along with a deposit slip.
 - a) Only count money when and where it is safe to do so.
 - b) Do not count or transport cash when or where customers may see.
 - c) Only open the safe when no other employees are around.
- 5) All excess cash is to be transported to FVC bank by an owner or senior manager daily.

Dessert First Patient Experience

Version 1 - Fall 2023

PROCESS FOR GREETING PATIENTS

- 1) Patient approaches the front door of the store.
- 2) Receptionist coordinates with on-site security guard who will open the door and ask to check ID and DC Cannabis Patient ID card.
- 3) If there is suspicion that ID fraud is occurring, the patient will be turned away and not granted access to the waiting area or sales floor.
- 4) If the initial ID check is cleared, the patient will be directed to the reception desk where the receptionist will scan their ID and confirm the ID info matches the cannabis patient card information.

CHECK IN PROCESS - All PATIENTS TRACKED IN POS SYSTEM

- 1) Patient steps up to the check-in counter.
- 2) Receptionist verbally greets the patient within 2 seconds, and says, "Welcome to Dessert First. Could I please see your ID and medical card?"
 - a) Patient hands the receptionist their ID and DC medical card
 - b) Receptionist looks at the ID/med card to verify age and authenticity. ID will be scanned to ensure authenticity. Name and date of birth will be checked to ensure that ID and medical card info match.
 - c) If this is a new patient, the receptionist will build a new customer profile for them in the POS system.
 - d) If an existing patient, they will be added to the queue and asked to wait in the lobby area until the next budtender is available to assist them.
- 3) Patients in que will be seated in the waiting area in front of the reception desk. The waiting area is partitioned to separate patients in que from those currently being assisted by a budtender. Patients are not permitted to enter the sales floor until they are greeted by the next available budtender.

PATIENT MOVEMENT PROCESS

- 1) After completing check in, the receptionist tells the patient where to wait, and gives an estimated wait time if available.
- 2) The patient must stay within the waiting area. They will be permitted to use the restroom if there is available staff member to unlock the restroom for them. Restrooms are not available to the public.
- 3) The patient must wait to be greeted by a budtender before they are directed to enter the sales floor.
- 4) Once a budtender is available assisting their last patient, they will walk to the waiting area to bring the next patient onto the sales floor.
- 5) Budtender will consult with the patient to identify their specific needs and goals for medical cannabis usage.
 - a) Budtender will discuss delivery methods, dosages, and the risks/benefits of medical cannabis consumption
 - b) If the patient would like to discuss their needs privately, the budtender will escort them to the consultation area to continue the conversation
- 6) Once appropriate product mix is determined, the patient will be directed to the checkout counter where their order will be fulfilled by their budtender, while the cashier builds their order in the POS system.
- 7) Once order is fulfilled, the patient will be given their products in an opaque bag along with their receipt, change, and any necessary educational materials
- 8) The patient will be then directed back towards the front of the space to exit the facility.

ORDER AHEAD PROCESS

- 1) When an order-ahead patient arrives, follow the typical greeting, new patient set up, and ID/med card verification steps.
- 2) Instead of checking in the patient as you normally would, select "Order Pick Up" in the POS system.
- 3) Make sure that the order is marked as "ready for pickup" in the POS system.
- 4) If order is not ready, instruct the patient to wait in the holding area until it is prepared
- 5) The next available budtender will meet the patient, take them to the sales area, and process the transaction as usual.

CERTIFICATE OF COMPLETION

This is to certify that

Jonathan Crandall

Has demonstrated mastery and successful completion of the necessary study requirements as prescribed by administrators that confers this certificate for

Washington D.C. Cannabis Industry Certification



Evan Erickson
Chief Training Officer

 Green CulturED



Date Issued: October 31, 2023

Expiry Date: October 31, 2026

Certificate Code: 75C16155B8-75B5194158-1333BCFDC

CERTIFICATE OF COMPLETION

This is to certify that

Robbie Martin

Has demonstrated mastery and successful completion of the necessary study requirements as prescribed by administrators that confers this certificate for

Washington D.C. Cannabis Industry Certification



Evan Erickson
Chief Training Officer

 Green CulturED



Date Issued: October 9, 2023

Expiry Date: October 9, 2026

Certificate Code: 75C161554F-75B5191DC7-1333BCF19

CERTIFICATE OF COMPLETION

This is to certify that

Ian Tsang

Has demonstrated mastery and successful completion of the necessary study requirements as prescribed by administrators that confers this certificate for

Washington D.C. Cannabis Industry Certification



Evan Erickson
Chief Training Officer

 Green CulturED



Date Issued: October 23, 2023

Expiry Date: October 23, 2026

Certificate Code: 75C1615746-75B51942E6-1333BD110

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 22nd day of October, 2023 by and between **2-534(a)(2)**, hereinafter referred to as “Landlord”, and Sequential LLC, herein referred to as “Tenant”, a District of Columbia limited liability corporation.

WITNESSETH:

1.01 **PREMISES** – In consideration of the rent hereinafter reserved and of the covenant hereinafter contained, Landlord does hereby lease to the Tenant, and Tenant hereby leases from Landlord two retail bays containing approximately 1080 square feet, situated on the main floor of 4828 MacArthur Boulevard, N.W., Washington, D.C. 20007, which space is hereinafter referred to as the Premises, reserving, however, to Landlord space all necessary pipes and wires leading to and from the portions of the Building not hereby leased, which will not unreasonably interfere with Tenant’s use of the premises. Use of the ground floor patio is not included in this lease, nor is the rear parking space. The front entrance to the Premises is a shared doorway at 4828 MacArthur Blvd.

2.01 **TERM** – the term of this Lease shall commence on the 1st day of November, 2023 and shall terminate at 12:00 o’clock, midnight, on October 31st, 2024 one (1) full year of tenancy hereunder. Landlord and Tenant agree to a 30-day cancellation of the lease if Tenant is unable to receive the necessary permit for their business. Tenant shall have one (1) option to extend the Term for one (1) additional year, at market rent to be agreed upon at least 120 days prior to the expiration of the current term or the option is null and void.

2.02 If delivery of possession of the premises shall be delayed beyond the date specified above for the commencement of the term of this Lease through no fault of the Landlord, the latter shall not be liable to the Tenant for any damage resulting from such delay and the Tenant’s obligation to pay rent shall be suspended and abated until possession of the premises is delivered. In the event of such a delay, it is understood and agreed that the commencement of the term of this Lease shall also be postponed until delivery of possession and that the termination date of the term shall be correspondingly extended.

2.03 – Tenant agrees to take possession of the premises “as is.”

3.01 **RENT** – Tenant hereby covenants and agrees to pay Monthly Rent in the amount of Seven Thousand Dollars (\$7,000.00), on the first day of each calendar month during the term of this Lease. Landlord will waive the Rent for the first (1) month of the term.

3.02 – If the Lease term begins on a day other than the first day of a month, rent from such a date until the first of the next succeeding month shall be prorated on the basis of the actual number of days in each such month and shall be payable in advance.

3.03 – Cost of Living Adjustment. Each year that this Lease remains in effect after the first full year of the term hereof, Tenant shall pay to Landlord as Basic Rent 1.5% of the Basic Rent due for the past full year.

3.04 – Rent as Separate Covenant. Tenant must pay rent in full and on time, without offset or deduction unless specifically granted permission in writing by Landlord. Tenant is aware that the Landlord’s obligations are separate and apart from the Tenant’s duty to pay rent.

3.05 – All payments of rent shall be made via Zelle or by check payable to Benson T Fogle Irrevocable Trust and delivered to Sabina Fogle or to such other person and place as designated by notice in writing from Landlord to Tenant.

3.06 – No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any enforcement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. A late penalty of 5% of rent due will be added to rent not received by the 5th day of each month.

4.01 **SECURITY DEPOSIT** – Tenant has deposited with Landlord the sum of Seven Thousand Dollars (\$ 7,000.00) as security deposit for the faithful performance and observance by Tenant of the terms, provisions and conditions of the Lease. It is agreed that in the event Tenant defaults in respect of any other terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the reletting of the premises, whether such damage or deficiency occurred before or after summary preceding or other re-entry by Landlord without waiving any other remedies Landlord may have hereunder.

4.02 – In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Landlord. The security deposit may not be used by Tenant as rent.

4.03 – In the event Landlord shall sell, assign or otherwise transfer the security to such successor in interest, or its duly authorized agent and Landlord shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new landlord.

4.04 – Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

5.01 **LANDLORD'S SERVICES** – Landlord shall not be liable in any way for any damages or inconvenience caused by the cessation or interruption of such heating, air conditioning, electricity, elevator, or occasioned by fire, accident, strikes, necessary maintenance, alterations, or repairs, or other causes, beyond Landlord control. It is understood that employees of Landlord are prohibited as such from receiving any package or other articles delivered to the Building for the Tenant and that should any such employee receive any such packages or articles, he or she in so doing shall be the agent of Tenant and not Landlord.

6.01 **UPKEEP OF PREMISES** – Subject to the provisions hereinafter contained in regard to damage by fire, Tenant agrees to maintain the premises in good order and repair during the term of this Lease. Tenant must keep main entrance free of debris, including leaves and snow.

7.01 **USE OF PREMISES** – Tenant covenants to use the Premises in compliance with the current Certificate of Occupancy, which designates the space as Retail, and will not use the Premises for any other

purpose without Landlord's prior written consent. Tenant covenants to provide security at their sole expense.

8.01 TENANT'S AGREEMENT – Tenant covenants and agrees:

(a) to pay to Landlord said rent during the term and until possession of the premises is redelivered to Landlord free and clear.

(b) to save Landlord harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by any person whomsoever by reason of Tenant's neglect or use of the premises or of said Building or of anything therein, or of water, steam, electricity, or other agency, or by reason of any injury, loss or damage to any person or property upon the premises, or cause by Tenant in said Building, or on the approached thereto;

(c) not to strip or overload, damage or deface the premises or hallways, stairways, or other approaches thereto, of said Building, or the fixtures therein or used therewith, not to permit any hole to be made in any of the same without the prior written consent of Landlord;

(d) not to suffer or permit any trade or occupation to be carried on or use made of the premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on said Building, or which may render any increase or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by any public authority;

(e) not to move any furniture or equipment into or out of the premises except at times as Landlord may from time to time designate;

(f) not to place upon the interior or exterior of the building or any part thereof or door of the premises any placard, sign, or lettering, except such and in such place and manner as shall have been first approved in writing by Landlord, and not to use any floor adhesive in installation of any carpeting;

(g) to conform to all rules or regulations from time to time established by the appropriate insurance rating organization. Landlord shall not be liable to Tenant for the violation of any of said rules and regulations, or the breach of any covenant or condition in any Lease or by any other tenant in the building, or by an employee, servant or agent of the Landlord or by any visitor or Licensee.

(h) that Landlord shall be under no obligation to arrange for or supply to the Tenant, electricity, power, janitorial services, or any services whatsoever. The Tenant will arrange for, supply and pay for electricity, janitorial services, and all services it may require or desire for the Premises. Utility bills include any and all bills for heating, cooling, electrical, and communications. The supply of water and gas shall be provided for the first 6 (six) months of this agreement, after which Landlord shall re-evaluate the cost of such bills and discuss with Tenant if any additional fees apply.

8.02 Representations. Tenant represents that Sequential LLC is in good standing with the District of Columbia at the time of entering into this Lease Agreement and has or will have acquired all necessary licenses and permits to operate its business legally during its tenancy.

9.01 REPAIRS AND ALTERATIONS – The Tenant shall have the right, at its sole cost and expense at any time during the term of this Lease or any renewal thereof, to make changes, alterations,

repairs and improvements in the interior of the demised premises, but in no event shall the Tenant make any significant changes or any changes to the front or exterior without the written consent of the Landlord . It is understood that all such work shall be done and performed by the Tenant in full accordance with all the laws and ordinances applicable thereto and such work shall be done in good and workmanlike manner at the Tenant's sole cost and expense. Landlord must give his prior written approval for any and all alterations, improvements, or renovations of any type. Landlord shall repair the structural damage only limited to the exterior building walls and foundations, including roof, gutters and downspouts. Landlord shall repair and maintain the air-conditioning, heating and plumbing systems. The Tenant shall keep the demised premises in good repair and in good appearance at all times during the demised term and shall surrender the premises at the end of the demised term or any renewal thereof in as good condition as they were at the commencement of the term, except for reasonable use and damage by the elements. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises by the Tenant, except furniture, trade fixtures or any other property including movable partitions installed at the expense of the Tenant shall be the property of the Landlord and shall remain upon and surrendered by the premises as a part thereof at the termination of this Lease without compensation to the Tenant. If, in the removal of any property of the Tenant, any damage is done to the freehold, the same shall be repaired by and at the expense of the Tenant.

10.01 TENANT'S WAIVER OF CLAIMS – Tenant covenants that no claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be in the premises or in said Building through or under Tenant, for any injury, loss or damage to person or property occurring upon the premises from any cause other than the gross negligence of Landlord.

11.01 LIEN ON TENANT'S PROPERTY – Landlord shall have a lien for the payment of the rent aforesaid upon all of the goods, wares, chattels, fixtures, furniture and other personal property of Tenant which may be in or upon the premises. Tenant hereby specifically waiving any and all exemptions allowed by the law; and such lien may be enforced on the nonpayment of any installment of rent by the taking and selling of such property in the same manner as in the case of chattel mortgages on default thereunder; said sale to be made upon ten (10) days' notice served upon the Tenant by posting upon the premises or leaving same at this place of residence; or such lien may be enforced in any other lawful manner at the option of the Landlord.

12.01 ASSIGNMENT & SUBLETTING – Tenant covenants not to assign this Lease nor to sublet the premises or any portion thereof, nor rent space therein, without the consent of Landlord, not to be unreasonably withheld first obtained in writing, however, neither such assignment or subletting nor the consent of the Landlord thereto shall release, discharge or affect the liability of Tenant as provided in this Lease, for the full term hereof. The Landlord specifically reserves the right, at this sole discretion, to either terminate the lease (in the event of the total vacating) or to sublease the unneeded part of the premises back from the Tenant at the same rental the Tenant is paying the Landlord. If the Tenant is a C corporation, this lease shall not be deemed as asset of the corporation subject to transfer, sale or assignment without prior written consent of the Landlord.

13.01 LANDLORD'S RIGHT TO ACCESS – Landlord may, at any time during Tenant's occupancy during reasonable business hours and with reasonable advance notice, enter either to view the premises or to show the same to others, or to make repairs to said Building or to introduce, replace, repair, alter or make new or change existing connections from any fixtures, pipes, wires, ducts, conduits, or other construction therein or remove, without being held responsible therefore, placards, signs, lettering, window or door coverings and the like not expressly consented to.

13.02 – If Tenant shall carpet over the access panels of the underfloor duct system in the floor of the Premises, Landlord is hereby authorized and permitted to cut such carpeting to reach the ducts in such

panels in order to make any necessary connections therefrom to service other parts of the Building, without being held liable therefore, provided Landlord shall have the carpeting re-stitched in a workmanlike manner, but Tenant agrees to reimburse the Landlord for the cost of such cutting and re-stitching.

13.03 – Landlord may, within sixty (60) days next preceding the expiration of the term enter, place and maintain notices for letting, free from hindrance or control of Tenant, and to show the premises to prospective tenants thereof at times which will not unreasonably interfere with Tenant’s business. If Tenant shall vacate the premises during the last month of the term of this Lease, Landlord shall have the unrestricted right to enter the same after Tenant’s moving to commence preparations for succeeding tenant or for any other purpose whatever, without affecting Tenant’s obligation to pay rent for the full term.

14.01 SURRENDER OF POSSESSION – Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the premises not the property of Landlord, and to yield up to Landlord the premises and all keys, locks and other fixtures connected herewith in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire, or other casualty, not caused by Tenant’s act of neglect only excepted.

15.01 FIRE CLAUSE – This Lease is made on condition that, if the premises or any part thereof, or the hallways, stairways or other approaches thereto, be damaged or destroyed by fire or other casualty from any cause, so as to render said premises and/or approaches unfit for use and occupancy, a just and proportionate part of the rent, according to the nature and extent of the injury to said premises and/or approaches, shall be suspended or abated until said premises and approaches have been put in as good condition for use and occupancy as at the time immediately prior the damage, unless, because of the substantial extent of the damage or destruction, Landlord should decide not to repair or restore the premises or the Building, in which event and at Landlord’s sole option, Landlord may terminate this Lease forthwith, by giving Tenant a written notice of its intention to terminate with ninety (90) days after the date of the casualty.

16.01 CONDEMNATION – This Lease shall be terminated and the rental payable hereunder shall be abated to the date of such termination in either of the two following events, namely: 1) the forcible leasing or condemnation of the premises or any part thereof by any competent authority under right of eminent domain for any public or quasi public use or purpose; and 2) the condemnation by competent authority under right of eminent domain for any public or quasi public use or purpose of 25% or more of the Building in which the premises are located. The forcible leasing of any competent authority of any portion of said Building other than the premises will have no effect whatever upon this Lease. In case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord and Tenant hereby assigns to Landlord all its right, title and interest in and to any such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the Court in addition to the award made by it to Landlord for the land and improvements or part thereof so taken.

17.01 DEFAULTS AND REMEDIES – It is hereby mutually covenanted and agreed that:

- (a) if Tenant shall fail to keep and perform each and every covenant, condition and agreement herein contained and on the part of Tenant to be kept and performed, or
- (b) if Tenant shall abandon or evidence any intention to abandon the premises, or,
- (c) if the estate hereby created shall be taken on execution or other process of law, or
- (d) if Tenant shall petition to be declared bankrupt or insolvent according to law, or

- (e) if a receiver or other similar officer shall be appointed to take charge of any part of the property of, or to wind up the affairs of Tenant, and it is not discharged within thirty (30) days, or
- (f) if any assignment shall be made of Tenant's property for the benefit of creditors, or
- (g) if a petition shall be filed for Tenant's reorganization under Chapter X of the Bankruptcy Act.

Then and in each and every such case, from thenceforth and at all time thereafter, at the sole option of Landlord shall be entitled to the possession of the premises and to remove all persons and property therefrom and to re-enter the same without further demand of rent or demand of possession of said premises, either with or without process of law and without becoming liable to prosecution therefor, any notice to quit or of intention to re-enter being hereby expressly waived by Tenant; and in the event of such re-entry or retaking by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the full rental to the date of retaking or re-entry and Tenant shall also be and remain answerable in damages for the deficiency or loss of rent which Landlord may thereby sustain in respect of the balance of the term including all costs of reletting the premises; and in such case Landlord reserves full power, which is hereby acceded to by Tenant, to let said premises for the benefit of Tenant in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease, and such damages, at the option of the Landlord, may be recovered by it at the time of the retaking or re-entry, or in separated actions from time to times, as Tenant's obligation to pay rent would have accrued if the term had continued or from time to time, as said damages shall have been made more easily ascertainable by relettings of the premises, or such action by Landlord may at the option of Landlord be deferred until the expiration of the term, in which latter event the cause of action shall not be deemed to have accrued until the date of their termination of said term.

17.02 – All rents received by Landlord in any such reletting shall be applied first to the payment of such expenses as Landlord may have incurred in recovering possession of the premises and in reletting the same, second, to the payment of any costs and expenses incurred by Landlord either for making necessary repairs to the premises or incurring any default on the part of Tenant, in any covenant or condition herein made binding upon Tenant, and, last, any remaining rent shall be applied toward the payment of rent due from Tenant under the terms of this Lease, with interest at the highest legal rate, and Tenant expressly agrees to pay any deficiency then remaining. Landlord, however, at its option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full term thereof.

17.03 – Tenant expressly agrees to reimburse Landlord for any expenses, including reasonable counsel fees, Landlord may incur in enforcing the latter's rights against Tenant under this Lease, including, but not being limited to, the collection of rent and the securing of possession of the premises.

18.01 – **SUBORDINATION CLAUSE** – This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust encumbrance or encumbrances which may now or which may at any time hereafter be made a lien upon the Building of which the premises are a part or upon Landlord's interest therein. Tenant shall execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or deed or trust encumbrances as shall be desired by any mortgagee or party secured or proposed mortgagee or party proposed to be secured; and Tenant hereby appoints Landlord the attorney-in-fact of Tenant, irrevocably, to execute and deliver any such instrument or instruments for Tenant.

19.01 – **TENANT HOLDING OVER** – If Tenant shall not immediately surrender possession of the premises at the termination of this Lease, Tenant shall become a tenant from month to month, provided

rent shall be paid to and accepted by Landlord, in advance at the rate of rental payable hereunder most prior to the termination of this Lease, but unless and until Landlord shall accept such rental from Tenant, Landlord shall continue to be entitled to retake or recover possession of the premises as herein before provided in case of default on the part of Tenant, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the premises immediately upon the expiration of the term hereof, the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month to month tenancy shall have been created as aforesaid.

20.01 – **WAIVER AND NOTICE** – No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

21.01 – **MISCELLANEOUS** – The term “Tenant” shall include legal representatives, successors and assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon his agents, employees and others claiming the right to be in the premises or in said building through or under Tenant.

21.02 – If more than one individual, firm, or corporation shall join as Tenant, singular context shall be construed to be plural wherever necessary, and the covenants of Tenant to be the joint and several obligation of each party signing as Tenant, and when the parties signing as Tenant are partners, shall be obligations of the firm and of the individual members thereof.

21.03 – Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases, or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

22.01 **LANDLORD'S SUCCESSORS** – This Lease shall likewise be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

23.01 **ENTIRE AGREEMENT** – This Lease contains the entire agreement of the parties in regard to the premises. There are no oral agreements existing between them.

24.01 **NOTICE & DEMANDS** – All notices required or permitted hereunder shall be deemed to have been given if mailed in any United State Post Office by certified or registered mail, postage prepaid, addressed to Landlord or Tenant, respectively, at the following addresses or to such other addresses as the parties may designated in writing from time to time.

LANDLORD	TENANT
2-534(a)(2) _____	<u>Sequential LLC,</u>
2-534(a)(2) _____	_____
2-534(a)(2) _____	_____

24.02 – Tenant hereby elects domicile at the premises for the purpose of service of all notices, writs of summons, or other legal documents, or process, in any suit action, or proceeding which Landlord may undertake under this Lease.

25.01 **QUIET ENJOYMENT** – Landlord covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease, and to the mortgages and deeds of trust herein before mentioned.

26.01 **WAIVER OF TRIAL BY JURY** – Landlord and Tenant each agree to and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said premises and/or any claim of injury or damage, and any statutory remedy.

Attorneys' Fees and Costs. The Parties agree that each shall be responsible to bear its/his own costs, expenses and attorneys' fees with respect to the Lease, provided however, that each Party acknowledges and agrees that if any action or proceeding is brought to enforce this Lease, the non-prevailing party shall pay the prevailing party's fees, costs and expenses, including its reasonable attorneys' fees and costs, wherever incurred.

27.01 **GOVERNING LAW** – This Lease shall be construed and governed by the laws of the District of Columbia in which the premises are situated. Should any provision of this Lease and/or its conditions be illegal or not enforceable under the laws of the District of Columbia, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties as though the said provision had never been included.

28.01 **SALE OF PREMISES** - Landlord may terminate this lease within 30 days upon written notice to Tenant that the Premises has been sold.

29.01 **INDEMNITY AND LIABILITY INSURANCE** – The Tenant shall and will indemnify and keep indemnified and save harmless the Landlord from all liability, demands, claims, causes of action and damages, arising from or growing out of any personal injury, loss of life or damage to property sustained in or about the demised premises and from and against all cost, counsel fees, expenses, interest and liabilities incurred in connection with any such claim, the investigation thereof or the defense of any action or proceeding brought thereon (regardless of whether any such defense shall be successful) and from and against any orders, judgments or decrees which may be entered therein. The Tenant shall and will, at its own cost and expense and as a further security for the Landlord keep the Landlord and the owner of the demised premises insured in a company authorized to transact business in the District of Columbia throughout the term of this lease and from all liability, demands, claims, causes or action and damages arising from or growing out of any personal injury, loss of life or damage to property sustained in or about the demised premises or the building or improvements thereon or the appurtenances thereto, or on or under the adjacent sidewalk, or streets, in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for injuries to or death of any one person in any one accident and One Million Five Hundred Thousand Dollars (\$1,500,000.00) for injuries to or death of more than one person in any one accident and One Hundred Thousand Dollars (\$100,000.00) for damage to property. The Tenant agrees to deliver to the Landlord, prior to commencement of the term hereof, certificates evidencing the existence of the insurance referred to, and to deliver renewal certificates from time to time as renewal shall occur. If the Tenant shall omit to deliver such certificates evidencing the existence of such insurance or any renewal thereof, at the

commencement of the term hereof, or at least ten (10) days prior to the expiration date of existing policies, as the case may be, the Landlord may obtain such insurance and pay the premiums therefore and the amount of cost thereof, together with interest, shall be added to and deemed part of the next installment of rent falling due hereunder.

29.02 Operation of the Business. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of any business to be conducted in the Premises. With respect to any liability and responsibility for any reason in or about the Premises, the Tenant hereby agrees to assume, discharge and to save the Landlord harmless therefrom.

29.03 The Tenant covenants and agrees that during the entire term of the Lease, Tenant will indemnify and save harmless the Landlord against any and all claims, debts, demands or obligations which may be made arising by reason of, or in connection with, any alleged act or omission of Tenant and if it becomes necessary for Landlord to defend any action seeking to impose any such liability, Tenant will pay the Landlord all costs of court and attorney's fees incurred by the Landlord in effecting such defense in addition to any other sums which the Landlord may be called upon to pay by reason of the entry of a judgment against the Landlord in the litigation in which such claim is asserted.

30.01 REAL ESTATE TAXES – For the purpose of this Article:

(a) the term “real estate taxes” means: all taxes, rates and assessments, general and special, levied or imposed with respect to the land, Building and improvements construed thereon including all taxes, rates and assessments, general and special, levied or imposed for school, public betterment, general and local improvements. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, Building and improvements and/or Landlord, in substitution for real estate taxes presently levied or imposed on immovables in the jurisdiction where the property is located, then any such new tax or levy shall be included within the term “real estate taxes”.

(b) Each year Tenant shall pay to Landlord within thirty (30) days after demand in writing therefor (accompanied by a statement showing the computation of Tenant’s share) as additional rent, which shall not be deductible from percentage or other rental, Tenant’s pro rata share, of the then current real estate taxes. Tenant’s share, as aforesaid, shall be **25%** of the total taxes for the Building. Landlord agrees to waive Tenant’s share of real estate taxes for the first 4 (four) months.

(c) Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of any real estate taxes shall be added to and included in the amount of any such real estate taxes. Real estate taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under paragraph (b) hereof, provided, however, that in the event that Tenant shall have paid any amount of increased rent pursuant to this Article 30 and Landlord shall thereafter receive a refund of any portion of any real estate taxes on which such payment shall have been based, Landlord shall pay to Tenant the appropriate portion of such refund. Landlord shall have no obligation to contest, object or litigate the levying or imposition or any real estate taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any real estate taxes without consent or approval of Tenant.

(d) Nothing contained in this Article shall be construed at any time to reduce the monthly installments or rent payable hereunder below the amount stipulated in Article 3 of this Lease.

31.01 FIRE INSURANCE – The Landlord shall undertake to obtain and pay the cost and expense of fire insurance coverage on the building in a reasonable amount in standard form and from a reputable

fire insurance carrier or carriers. Tenant shall also procure such insurance as part of their renter's insurance coverage.

32.01 **PLATE GLASS** – In case of any damage or injury occurring to the glass in the Premises or damage and injury to the said Premises of any kind whatsoever, then the said Tenant shall cause the said damage or injury to be repaired as speedily as possible at Tenant's own cost and expense.

33.01 **WATER DAMAGE** – It is expressly agreed and understood by and between the parties to this agreement that the Landlord shall not be liable for any damage or injury by water which may be sustained by the said Tenant or other persons or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other tenant or agents or employees, or by reason of the breakage, leakage or obstruction of the water or soil pipes, or other leakage in or about the said buildings.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lease the day and year herein above written.

BY 2-534(a)(2) 10/22/23
Seq Date
(Jonathan Crandall, Managing Member)

2-534(a)(2)
Benson T Fogle Irrevocable Trust, LANDLORD Date
(Sabina Fogle, Trustee)

WITNESS OR ATTEST:

2-534(a)(2)

Attached to and made part of the Lease Agreement

Dated October 22nd, 2023 between

2-534(a)(2) (“Landlord”) and Sequential LLC (“Tenant”)

The undersigned “Guarantor,” in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the financial duties and obligations under the Lease Agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally guarantees the performance under the Lease of Sequential LLC (Tenant).

Executed to be effective as of the 22nd day of October, 2023

Guarantor:

Name : Jonathan Crandall

Signature: **2-534(a)(2)**

Address: **2-534(a)(2)**

Email Address: **2-534(a)(2)**

Guarantor:

Name : Robert Martin **2-534(a)(2)**

Signature: **2-534(a)(2)**

Address: **2-534(a)(2)**

Email Address: **2-534(a)(2)**

Guarantor:

Name : Ian Tsang

Signature: **2-534(a)(2)**

Address: **2-534(a)(2)**

Email Address: **2-534(a)(2)**

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable Trade Name requirements of the Omnibus Regulatory Reform Act of 1998 have been complied with and accordingly, this **CERTIFICATE OF TRADE NAME REGISTRATION** is hereby issued to:

SEQUENTIAL LLC

Trade Name: Dessert First

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 8/30/2023 2:24 PM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: 5rA1xTj2

Basic Business License

Basic Business License

Dessert First has been operating since 2017, transferring cannabis in accordance with I-71 regulations. This basic business license was licensed to Dessert First's previous LLC, Odyssey Enterprises, under which we originally operated. This was provided to ABCA on October 10th, 2023 and shown to the board for transparency prior to submitting our application for the retail license. We were told that this would suffice as our company's BBL in this application process. Every year we have been operational, we have paid our state and federal taxes (as evidenced in the upcoming Business Taxes section) and hope to continue our track record of compliance under Sequential LLC, Dessert First's current LLC.

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 12/6/2017
Category: 4003
License#: 400318000410
License Period: 12/1/2017 - 11/30/2019

BASIC BUSINESS LICENSE

Billing Name and Address:
ODYSSEY ENTERPRISES LLC.
JONATHAN CRANDALL

Premise/Application's Name and Address:
ODYSSEY ENTERPRISES LLC.

Registered Agent's Name and Address:
JONATHAN CRANDALL

1026 8TH STREET N.E.
UNIT #A
WASHINGTON, DC 20002

1026 8th ST NE, UNIT A
WASHINGTON, DC 20002

1026 8TH STREET N.E. UNIT #A
WASHINGTON DC20002

Owner's Name
Corp. Name **ODYSSEY ENTERPRISES LLC.**
Trade Name

CofO/HOP#:HO1800096	SSL: 00	Zone:	Ward:	ANC:	PERM NO.
		UNITS: 1			

General Business - General Business Licenses

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

Melinda Bolling

Director:
Melinda Bolling

*License Effective from the later of Issued or Start of License-Period Date

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Business Taxes