March 6,2024

Mr. Donvan Anderson, Chair
District of Columbia Alcoholic Beverage and Cannabis Administration
2000 14th Street NW
Suite 400 S
Washington, DC 20009

RE: Medical cannabis retail license #126813 for Sequential LLC t/a Green Theory at 4828 MacArthur Blvd.

Dear Members of the ABCA Board:

ANC 3D writes in support of a license in the above-referenced case with the attached Settlement Agreement. At its duly noticed, regularly scheduled, public meeting on March 6, 2024, with a quorum present at all times, Advisory Neighborhood Commission 3D voted 6-1-0 to approve this letter.

The applicant, Green Theory, proposes to open a medical cannabis retail store on the first above-ground floor at 4828 MacArthur Blvd. This is among a row of stores and restaurants in an MU-4 zone that includes a liquor store and a CVS across the street. The applicant first reached out to ANC 3D in November 2023 and gave a presentation at our December 6 meeting. The applicant also made a presentation and answered questions at a Palisades Community Association meeting in February.

ANC 3D received many comments from constituents. Some were in favor of this business, and some were adamantly opposed. Consequently, ANC 3D negotiated the attached Settlement Agreement with Green Theory that addresses the concerns of our constituents and we believe ensures protection of the neighborhood from potential adverse impacts. The greatest concern of our constituents is that there are young children attending daycare or school in the surrounding blocks. After examining this matter, ANC 3D anticipates that this store is not likely to have a negative impact on the students or schools because the applicant's premises will be locked at all times and only persons 21 years or older will be admitted. In addition, no cannabis products will be consumed on the premises and the applicant will police the nearby plaza to assure that these products are not consumed there.

However, based on the minimum amount of experience across the District with regard to these wider impacts across our community, we must conclude that we do not have enough evidence to oppose this application. Therefore, we will be monitoring the impact of this facility in the

community carefully after they begin operations and will be prepared, if necessary, to bring to the Board our conclusions that this facility is having a negative impact on the peace, order, and quiet of our neighborhood.

Another concern of our constituents is an impact on the limited parking in the area. We do not anticipate that the parking demands of this establishment will be any greater than other businesses operating in the vicinity. Furthermore, the Settlement Agreement provides additional safeguards against any out-of-the-ordinary parking impacts. More importantly, based on our interaction with the applicants, we are confident that if some unforeseen circumstance should arise, the owners of Green Theory will work closely with the community to remedy any negative impacts.

In summary, with this agreement, the ANC currently believes that the proposed establishment is not likely to have a significant negative impact on (1) peace, order, and quiet of the relevant area; (2) residential parking needs and vehicular pedestrian safety; or (3) real property values, as listed in DC Code Sec. 7-1671.06a(i).

ANC 3D authorizes Vice-Chairperson Bernie Horn (SMD 3D05) to speak on its behalf with regard to this application.

Sincerely yours,

Tricia Duncan

Tricia Duncan
ANC3D Chairman

SETTLEMENT AGREEMENT

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

WITNESSETH

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

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

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

1. Recitals incorporated. The recitals set forth above are incorporated herein by reference.

2. Nature of the business. The Applicant shall manage and operate a medical cannabis retail store at 4828 MacArthur Boulevard, NW. The Certificate of Occupancy shall provide for combined total occupant load for the Establishment.

3. Hours of operation. The Applicant's hours of operation shall be as follows:

- Monday through Saturday, 11:00am – 8:00pm; and
- Sunday, Noon – 7:00pm.

4. Delivery. Applicant has applied for a delivery endorsement to allow cannabis products to be delivered within the District of Columbia. If the order is being delivered by an employee of Applicant, said employee shall be at least 21 years old and will deliver only to persons who display a valid medical cannabis patient's card. Applicant may also use third-party delivery services licensed by the Alcoholic Beverage and Cannabis Administration ("ABCA") to fulfill such orders. Applicant shall make reasonable efforts to compel third-party delivery services to adhere to the parking arrangements discussed in Section 5.

5. Parking arrangements. It is a principal concern of ANC 3D that the Applicant's operation of the Establishment does not create or exacerbate parking problems or impede or endanger

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

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

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

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

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

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

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

10. Notice and opportunity to cure. In the event that either Party is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure), failure shall constitute cause for filing a complaint with the Board. Notices required to be made under this Agreement shall be in writing and sent via email or hand-delivered to the other Party to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

If to the Applicant:
sequentialbusiness@gmail.com
with copy to:
info@GreenTheoryDC.com

If to the ANC:
3D@anc.dc.gov
with copy to:
3D05@anc.dc.gov

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

Signed:

Tricia Duncan

For ANC 3D, Tricia Duncan, Chairman

Robert Martin 03/08/2024

For Sequential LLC Robert Martin, Co-Founder