

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**") is made on this 13th day of March, 2024, by and between Top Level, LLC, d/b/a Aligned ("**Applicant**"), at 3715 Macomb Street NW, Washington, DC 20016 (ABCA-129007), and Advisory Neighborhood Commission 3A (the "**ANC**") (collectively, the "**Parties**"). Capitalized terms not defined herein shall have the meaning ascribed to them by the DC Alcohol Control Board regulations.

PREAMBLE

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

WITNESSETH

WHEREAS, Applicant has applied to operate a Licensed Medical Cannabis Retailer ("**Establishment**") at 3715 Macomb Street NW, Washington, DC 20016 ("**Premises**") to provide cannabis flowers, cannabis concentrates, a line of edible products and home delivery services to registered patients in Washington, DC. Applicant is requesting a Delivery Endorsement (the "**Application**"). The Application does not include endorsements for a (1) Safe-Use Treatment Facility, (2) Summer Garden, or (3) Education Tasting.

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

WHEREAS, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the license application;

WHEREAS, all Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("**ABC Board**") approve Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement; and NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

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

- 2. Nature of the Business.** Applicant is requesting approval to be licensed to operate as a medical cannabis retailer authorized to provide cannabis flowers, cannabis concentrates, and a line of edible products. The Establishment shall have one Home Delivery Endorsement. Applicant may engage in additional services at a later time upon approval by the ABC Board.
- 3. Floors Utilized and Occupancy.** Applicant will operate its establishment on the second floor of the Premises, in a space of approximately 1,541 square feet including retail space, staff workspace, and secure storage space for products. The Establishment will have no more than forty (40) occupants at any one time, which includes ten (10) employees.
- 4. Hours of Operation and Sales.**

Applicant's Hours of Operation for Retailer shall not exceed:

<i>Monday-Saturday</i>	<i>8:00 am – 9:00 pm</i>
<i>Sunday</i>	<i>9:00 am – 7:00 pm</i>

Applicant's Hours of Retailer Sales open to the public shall not exceed:

<i>Monday-Saturday</i>	<i>9:00 am – 9:00 pm</i>
<i>Sunday</i>	<i>10:00 am – 6:00 pm</i>

Applicant's Hours of Delivery Services shall not exceed:

<i>Monday-Saturday</i>	<i>9:00 am – 9:00 pm</i>
<i>Sunday</i>	<i>10:00 am – 6:00 pm</i>

- 5. Security.** Applicant shall carry out all commitments in the Security Plan submitted to ABCA as part of the initial application, until or unless an amended Security Plan is submitted to the Alcoholic Beverage and Cannabis Administration ("**ABCA**") and accepted as the guiding document for the Establishment.
- 6. Parking and Traffic.** There is limited on-street parking in the vicinity of the Premises, and it is a concern of the ANC that Applicant's operation of the Establishment does not create or exacerbate parking problems. Applicant shall make reasonable efforts to inform its patrons (e.g., on Applicant's website) of transportation options for commuting to the Establishment other than modes of transportation that require parking, and include information about free or paid off-street parking options available in the area, such as the Cathedral Commons garage. Applicant

shall use commercially reasonable efforts to encourage all vendor delivery vehicles to park legally.

7. Home Delivery Services. When and if Applicant proposes to launch home delivery services, Applicant is encouraged to provide the ANC with written plans for operating such services including location of pick-ups of products by the drivers or licensed courier service from the Premises, the location where patients would receive the products at a multi-family residence or commercial building, and security for products and drivers in transit and at points of pick-up and delivery.

Applicant shall not permit its vehicles used for its home delivery services to park illegally (such as double parking or parking in illegal spaces on the street, curb, sidewalks, crosswalks, or reserved private parking spaces). Applicant shall inform all drivers of its home delivery service about these rules during initial employment and training, and ensure that all of its home delivery service vehicles are swiftly moved to legal parking areas if any staff member(s) of the Establishment are informed that the vehicles are parked illegally.

8. Customer Education and Information. Applicant shall provide clear information to all customers for cannabis products at the Establishment explaining that any consumption or other use, sale or transfer of said products is strictly prohibited by law on the Premises, in any other portion of the building at 3715 Macomb Street NW and in any public space in the area. This information shall be posted in large size printed material posted at the entrance/exit to the Premises where it is readily visible to all registered patients making purchases of cannabis flowers, cannabis concentrates, and edible products containing cannabis at the Establishment. This information also shall be shared with each individual customer purchasing such products from the Establishment on their initial visit, which may include but is not limited to written materials provided to each customer and spoken reminders by the staff to each customer at the Establishment.

9. Working with MPD Applicant shall cooperate with MPD in the investigation of criminal offenses on the Premises. Applicant shall have sufficient security cameras in place to cover the interior of the Premises. Applicant shall maintain its security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABCA or the MPD.

10. License Ownership and Compliance with ABCA Regulations. Applicant promises to the ANC that it shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to medical cannabis retailers, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.

11. ANC Monitoring and Meetings. The ANC will monitor constituents' comments or complaints about the operations of the Establishment, focusing on adverse effects on peace, order and quiet of the community. If or when the ANC contacts the Establishment with concerns about the effect of the operations on peace, order and quiet and/or violations of DC Code, ABCA regulations, or this Cooperative Agreement, Applicant is encouraged to respond within seven (7) days to address the concerns. Upon request from the ANC as a whole or an individual Commissioner on the ANC about a) any application by the Establishment for a license renewal or application for a Substantial Change or a new endorsement, or b) a "vetted complaint" to the ANC from one or more constituents about adverse effects of the Establishment's operations on the peace, order and quiet of the community, or c) a documented violation of DC law or regulations, the ANC agrees to give the Applicant the opportunity to have a representative participate in the next ANC public meeting, make a presentation, and/or answer questions on the matters at issue. Applicant is encouraged to work with the ANC on finding mutually agreeable solutions to the complaints or violations that are identified to, or by, the ANC. A "vetted complaint" shall mean a complaint reviewed by the ANC and deemed to be significant.

12. Participation and Communication with the Community. Applicant is encouraged to maintain open communication with the ANC and the community. Applicant shall have available on the Premises a copy of this Agreement and any amendments to the Agreement.

13. Notice and Opportunity to Cure. In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant 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 within 30 days or diligently pursue such cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446.

If to Applicant: Top Level, LLC
 Attention: Brittney General
 phone: (301) 247-6120 cell
 e-mail: General.Brittney@gmail.com

If to the ANC: Advisory Neighborhood Commission 3A
 Attn: Chair, ANC 3A
 e-mail: 3A@anc.dc.gov

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 ABC Board or any other enforcement action.

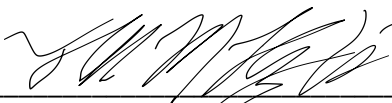
- 14. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest against Applicant’s ABC license application.

- 15. **Entire Agreement.** This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

- 16. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

SIGNATURES

For the ANC:

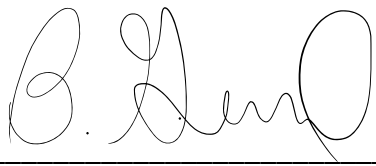


Thaddeus Bradley-Lewis
Chair, ANC 3A
(202) 594-8631 cell
3A01@anc.dc.gov

3/13/2024

Date

For the Applicant:



Brittney General
Top Level, LLC
(301) 247-6120 cell
General.Brittney@gmail.com

3/13/24

Date