



# Massachusetts Cannabis Control Commission

#### Marijuana Retailer

General Information:

License Number:	MR281374		
Original Issued Date:	11/23/2021		
Issued Date:	10/13/2022		
Expiration Date:	11/23/2023		

#### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: KG Collective Brockton, LLC					
Phone Number: 617-866-3466					
Business Address 1: 1536 Tremont Street Business Address 2:					
Business City: Boston	Business State: MA	Business Zip Code: 02120			
Mailing Address 1: 701 Mt Auburn St Mailing Address 2:					
Mailing City: Cambridge	Mailing State: MA	Mailing Zip Code: 02138			

#### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

#### **PRIORITY APPLICANT**

Priority Applicant: yes Priority Applicant Type: Economic Empowerment Priority Economic Empowerment Applicant Certification Number: EE201965 RMD Priority Certification Number:

#### **RMD INFORMATION**

Name of RMD:

Department of Public Health RMD Registration Number:

**Operational and Registration Status:** 

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

#### PERSONS WITH DIRECT OR INDIRECT AUTHORITY Person with Direct or Indirect Authority 1

Percentage Of Ownership: 67

Percentage Of Control:

67

Role: Owner / Partner	Other Role:
First Name: Michael	Last Name: Pires Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnic Somali)	city?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian
Specify Race or Ethnicity: Cape Ve	erdean
Person with Direct or Indirect Auth	pority 2
Percentage Of Ownership: 33	Percentage Of Control:
<b>.</b> .	33
Role: Owner / Partner	Other Role:
First Name: Marcus	Last Name: Johnson- Suffix: Smith
Gender: Male	User Defined Gender:
What is this person's race or ethnic Somali)	city?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitia
Specify Race or Ethnicity:	
CLOSE ASSOCIATES AND MEMBE No records found	RS
CAPITAL RESOURCES - INDIVIDUA	ALS
Individual Contributing Capital 1 First Name: Michael	Last Name: Pires Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital: Total Value of the Capital Provided: \$24000 Percentage of Initial Capital: 100
Capital Attestation: Yes	
CAPITAL RESOURCES - ENTITIES No records found	
BUSINESS INTERESTS IN OTHER S No records found	STATES OR COUNTRIES
DISCLOSURE OF INDIVIDUAL INTE No records found	ERESTS
MARIJUANA ESTABLISHMENT PR	ROPERTY DETAILS
Establishment Address 1: 912 Cre	escent Street
Establishment Address 2:	
Establishment City: Brockton	Establishment Zip Code: 02302
-	e establishment: 2135 How many abutters does this property have?: 58
Approximate square footage of the	e establishment: 2135 How many abutters does this property have?: 58 otified of the intent to open a Marijuana Establishment at this address?: No
Approximate square footage of the	otified of the intent to open a Marijuana Establishment at this address?: No

**Document Name** 

**Document Category** 

Upload

ID

Туре

				Date
Certification of Host Community	Brockton HCA Certification.pdf	pdf	5ded64fe40e34857919802fa	12/08/2019
Agreement				
Community Outreach Meeting	Community Outreach Documentation2.pdf	pdf	5e0dff84541f65570b94810b	01/02/2020
Documentation				
Plan to Remain Compliant with	KGB Plan to Remain Compliant with Local	pdf	5e1363e2fab70557127f123b	01/06/2020
Local Zoning	Zoning_V2.pdf			

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Туре	ID	Upload Date
Plan for Positive Impact	KG Positive Impact Plan 010620.pdf	pdf	5e13654538abaf57497ac466	01/06/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION Individual Background Information 1

Individual Background Information 1	
Role:	Other Role:
First Name: Michael	Last Name: Pires Suffix:
$\ensuremath{RMD}$ Association: Not associated with an $\ensuremath{RMD}$	
Background Question: yes	
Individual Background Information 2	
Role:	Other Role:
First Name: Marcus	Last Name: Johnson-Smith Suffix:
$\ensuremath{RMD}$ Association: Not associated with an $\ensuremath{RMD}$	
Background Question: no	

#### ENTITY BACKGROUND CHECK INFORMATION No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

#### Required Business Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Articles of Organization	KGB Cert of Organization.pdf	pdf	5dedc793b4f83557d6cca5cc	12/08/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing_DOR.pdf	pdf	5dedc79c40e3485791980349	12/08/2019
Secretary of Commonwealth - Certificate of Good Standing	KGB Cert of Good Standing_SOS.pdf	pdf	5dedc7a70f35e05798b3ac2e	12/08/2019
Bylaws	KG Collective Brockton Operating Agreement FINAL.pdf	pdf	5dedc860160e3b57a3dd5ebc	12/08/2019

Date

#### Certificates of Good Standing:

Document Category	Document Name	Туре	ID	Upload
				Date
Department of Revenue -	Certificate of Good Standing - KG Collective	pdf	631f4e9144fa35000aeaca44	09/12/2022
Certificate of Good standing	Brockton _8_30_22.pdf			
Secretary of Commonwealth -	COGS - KG Collective Brockton_8_29_22.pdf	pdf	631f4e9344fa35000aeaca58	09/12/2022
Certificate of Good Standing				
Department of Unemployment	KG Brockton	pdf	631f4eaa44fa35000aeacada	09/12/2022
Assistance - Certificate of Good	dua_certificate_ccc_renewal_signed.pdf			
standing				

#### Massachusetts Business Identification Number: 001321323

#### Doing-Business-As Name:

DBA Registration City: Boston

#### **BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Plan for Liability	KG Liability Insurance Plan.pdf	pdf	5dedc948160e3b57a3dd5ec0	12/08/2019
Insurance				
Business Plan	KG Collective Brockton_BusinessPlan_123119.pdf	pdf	5e0e0247cb8cc6573ebd22ca	01/02/2020
Proposed Timeline	Operational Timeline for KG Collective	pdf	631f4efdd239e20007f1dde6	09/12/2022
	Brockton_8_30_22.pdf			

#### **OPERATING POLICIES AND PROCEDURES**

#### Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Plan for obtaining marijuana or marijuana products	KG Plan to obtain marijuana and marijuana products -BROCKTON.pdf	pdf	5ded8267170b4c5353e3dd1c	12/08/2019
Restricting Access to age 21 and older	KG SOP for Limiting Access to Age 21 and Older - Brockton.pdf	pdf	5ded833166a32657cfbde9bc	12/08/2019
Security plan	KG Security Plan - BROCKTON.pdf	pdf	5ded864b7aad8653363c09e0	12/08/2019
Prevention of diversion	KG Prevention of Diversion Policy and Procedure - BROCKTON.pdf	pdf	5ded8670b4f83557d6cca59c	12/08/2019
Transportation of marijuana	KG Policy and Procedure for the Transportation of Marijuana - BROCKTON.pdf	pdf	5ded87a77aad8653363c09e4	12/08/2019
Inventory procedures	KG Inventory and Tracking SOP - BROCKTON.pdf	pdf	5ded87f4d5b0805341c65a6d	12/08/2019
Dispensing procedures	KG Dispensing Procedure - BROCKTON.pdf	pdf	5ded88378bdcfd57ae529636	12/08/2019
Personnel policies including background checks	KG Personnel Policies_ Background Checks Final.pdf	pdf	5ded88897aad8653363c09e8	12/08/2019
Quality control and testing	KG Quality Control and Testing SOP - BROCKTON.pdf	pdf	5ded98fda9ef3857c445d271	12/08/2019
Record Keeping procedures	KG Record Keeping Procedure - BROCKTON.pdf	pdf	5ded9a24d5b0805341c65a7b	12/08/2019

Date generated: 09/05/2023

Maintaining of financial	KG Maintenance of Financial Records SOP -	pdf	5ded9af326aa77532085f02e	12/08/2019
records	BROCKTON.pdf			
Separating recreational from	KG Policy for Separating Recreational from	pdf	5ded9bf466a32657cfbde9c8	12/08/2019
medical operations, if	Medical Operations - BROCKTON.pdf			
applicable				
Storage of marijuana	KG Storage SOP - BROCKTON.pdf	pdf	5ded9c0eea4df3530e648239	12/08/2019
Qualifications and training	KG Qualifications and Trainnig SOP -	pdf	5ded9e2ea9ef3857c445d277	12/08/2019
	BROCKTON.pdf			
Diversity plan	KG Collective Diversity Plan -	pdf	632b5d728f0d7a00097bc6a3	09/21/2022
	BROCKTON_Renewal_9_21_22.pdf			

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

#### Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Document Name Category		Туре	ID	Upload Date
	Marijuana Retailer Specific Requirements - CCC Brockton	pdf	631f4fecd239e20007f1e118	09/12/2022
	renewal.pdf			

#### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: | Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: | Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: | Agree

#### Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: | Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: | Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN Progress or Success Goal 1

Description of Progress or Success: Given that KG Collective, license number MRR206251, is not yet operational, there is no positive impact progress to report.

#### COMPLIANCE WITH DIVERSITY PLAN Diversity Progress or Success 1

Description of Progress or Success: Given that KG Collective, license number MRR206251, is not yet operational, there is no diversity progress to report.

#### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM



# **Host Community Agreement Certification Form**

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

### Applicant

I, <u>MICHAEL PIRES</u>, (insert name) certify as an authorized representative of <u>K6 COLLECTIVE BROLICON</u>(insert name of applicant) that the applicant has executed a host community agreement with <u>CITY OF BROLICTON</u> (insert name of host community) pursuant to G.L.c. 94G § 3(d) on <u>OCTOBEN ZY</u>, ZOIG (insert date).

Signature of Authorized Representative of Applicant

#### **Host Community**

I, MILES M. RODAGOS, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for <u>MECLYON</u> (insert name of host community) to certify that the applicant and <u>MECLYON</u> (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on <u>1044/19</u> (insert date).

Signature of Contracting Authority or Authorized Representative of Host Community

Massachusetts Cannabis Control Commission 101 Federal Street, 13th Floor, Boston, MA 02110 (617) 701-8400 (office) | mass-cannabis-control.com



# **Community Outreach Meeting Attestation Form**

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, <u>MICHAEL PIRES</u>, (insert name) attest as an authorized representative of <u>KG COLLECTIVE BRANTOM</u> (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

- 1. The Community Outreach Meeting was held on <u>NOV 21, 2019</u> (insert date).
- 2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on <u>November 4, 2019</u> (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
- 3. A copy of the meeting notice was also filed on <u>OCTOBER 74, 2019</u> (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
- 4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on <u>NOVember 7, 2019</u> (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

Massachusetts Cannabis Control Commission 101 Federal Street, 13th Floor, Boston MA 02110 1617) 701-8400 (office) | mass-cannabis-control.com

Initials of Attester: MP



- 5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
- 6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

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## Attachment A

The Enterprise, MONDAY, November 4, 2019 Find more at www.enterprisenew Lega General Hel wickedlocalsearch.com ON THE SPOT INTERVIEWS VAN DRIVERS Special needs. P/T, M-F Bonus plan. Co. van Drug Free Workplace 7D preferred. not reqd 1-866-WRK4VHS plumbing TAUNTON HOUSING AUTHORITY PUBLIC NOTICE FOR Invitation to Bid ħ This is a Multi Housing Authority solicitation tha La more nousing Authority solicitation that will be administered by and through the Taunton Housing Authority. The Taunton and Stoughton Housing Authorities are requesting sealed bids from qualified and experienced contractors to provide 24 hour on-call as needed non-routine Plumbing and TVAC Services at unance-To Place an Advertisement Call 508-588-5000 • Mon-Fri 9am-5pm JOBS SERVICES STUFF HOMES WHEELS \$\$\$ new Legals Legals Legals Legals Legals non-routine Plumbing and HVAC Services at various housing developments located in Taunton and Stoughton. Bouquet V. Bouquet LEGAL NOTICE COMMONWEALTH OF MASSACHUSETTS The Trial Court Probate and Family Court Department Plymouth Division North Easton, 28 Columbus Avenue 71 hearthstone way 36 black brook road today MERCHANDISE LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE Ô Ŵ Bid packages are on file and may be obtained at the Taunton Housing Authority, Maintenance Department, 97 Kilmer Avenue, Taunton, MA, by calling (508) 824-0942 or emailing locsta & tauntonhousing.co m. It is the contractor's responsibility to obtain copies of specifications and requirements. By vitue of and in execution of the Power of Sale contained in a certain mortgage given by Donal H - Jackson, Jr. and Louise A. Jackson 16 Mortgage Electronic Registration Systems, Inc. acting subley is as 13. 2005 and recorded in Piymouth County Registry of Deeds in Book 3033, Page 147 (the "Mortgage") of wrich mortgage LoanGrand, LLC is the present holder by assign-ment from Mortgage Electronic Registration Systems, Inc. its successors and assigns to BAC Home Loans Servicing, LP Na Countrywide Home Loans Servicing, D - do Deeds in Book 39209; Page 104; assignment from Bank of America N.A, successor by merger to BAC Home Loans Servicing, LP Na Countrywide Home Loans Servicing, LP Na Countrywide Home Loans Servicing, LP Na Countrywide Home Loans Servicing, LP to Dirach Financial LLC dated Movember 16. 2015 recorded In Piymouth County Registry of Deeds in Book 1382, Page 035, for theach of conditions 0 said mort-mortgage and rother purpose of forecolsing the same, the mortgage duranties and the conditions 0 said mort-mises described in said mortgage, to write the and singular the premises described in said mortgage, to write the land with the buildings thereon situated on the north-By virtue of and in execution of the Powe Flea Market General Help COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 19 SM 004906 ORDER OF NOTICE SCANDINAVIAN SCANDINAVIAN Christmas Bazaar Sat., 11/9, 10am-4pm Viking Club 410 Quincy Ave. (Rte, 53), Braintree. Lge, variety of items. Coffee Shop. Lunch avail. 781-837-7222. COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 19SM 004190 ON THE SPOT Docket No. PL19D1425DR INTERVIEWS VAN DRIVERS Divorce/Separate Support Summons By Publication Special needs. P/T, M-F Bonus plan. Co. van Drug Free Workplace 7D preferred, not req'o 1-866-WRK4VHS Peggy Bouquet To: Brenda Tunon Yariel Tunon and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 Senant (dt seni): Vs. requirements. Bids must be delivered to the Taunton Hossing office, 30 Olney Street, Taunton, MA 02780 by 10:00 a.m. on Thursday, November 14, 2019 at which time all bids will be opened and publicly read abad. Bids must be in A pened and publicly read abad. Bids must be in A pened and publicly read abad. Bids must be in A pened and public bids will be accepted. Each authority researce the ORDER OF NOTICE Gabriel Bouquet Miscellaneous for Sale To the Defendan Automotive Aftermarket TO: Jennifer Regan McGarry and Kanneth E. Winner and basefic its Servicemembers Civil Reief Act, 50 U.S.C. a 50 3990 (10 seq) U.S. Bank U.S. 2000 (10 seq) U.S. Bank Heater I. and Antipace con-ering real property in North Heators II an another the Utiliaans to Reameth E. Williams to Count Reameth E. Williams to Count Heighstration Systems Inc. as nomines for Homestand Heighstration Systems Inc. as nomines for Homestand Heighstration Systems Inc. Bank Ide With His Court a complant for determination of Defendante' Services of the Servicemembers Status. If Servicemembers Civil Reief Act. The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce for irretriev-able breakdown 40 BOOKS by Mary Higgins Clark, paperbacks. \$60/bo for all. 508-577-7146. CASH FOR CARS 508-577-0073 §3901 (et seq): Nationstar Mortgage LLC d/b/a Mr. Cooper 45 PHOTOGRAPHS OF VINTAGE STEAMSHIPS \$50 781-878-4468 daming to have an interest in Motepse contingent and the control of the states in the states of the states of the Motepse control of the states Road and the states of the Road given by Brenda Lucon and Yafar Tunon to Mortgage Electronic Registration Systems, Inc., as a nominee for 18 New England Mortgage Corp., dated May 26, 2005, and recorded in Biston Control (Northern Desirch Registry) of Desige for Book 14823 to an Modification Or Desige for Book 14823 Loan Modification Or Desige for Book 14823 Loan Modification Or Desige for Book 14823 Loan Modification Control Control Design Book 2015, Page 83, and Design Control Design Book 2015, Page 83, and Defendant's/Delendants Servicemembers Stutis If you row are, or recently servicemembers. Civil a Servicementbers. The Enterprise allow the plaintiff to the former name of Peggy Princivil Classified Advertising KEN ELITE DRYER Elect, front loader 1 old. SAFA The Complaint if on file at the Court. 508-588-5000 The land with the buildings thereon stuated on the north-westery side of Heatthione Way in Hanover, Plymouth Courtly, Massachusetts, being sidvom as Lot 50A on "Plan of Lots, Hanover, MA," dated July 18, 1981, drawn by S.J. Siegl, J.Y., Surveyr, within plan is recorded with Plymouth County Registry of Deeds as No. 488 of 1981 in Plan Book 22, Page 505, said bit being bounded as Biolows: Elect, front loader, 1yr old, \$450. Full size ad bed, \$175. 781-975-660 Retail Advertising An automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current linancial status of either party. SEE Supplemental Probate Court Rule 411 for more information. Each Authority reserves the right to reject any or all bids in whole or part if it deter-mines it to be in the best interest of the Authority to do so, All contracts award-ed are subject to approval by each Authority's Board of Commissioners. 508-638-5580 15 Pacella Park Drive Randolph, MA Wanted to Buy Southeasterly: by Hearthstone Way, by a curved line, measuring two hundred sixteen and 32/100 (612.32) feet; Southwesterly: by Lot 49 on said plan, two hundred ten and 27/100 (210.27) feet; 22 DIABETIC TEST STRIPS You are required to serv 13843193 10/28, 11/4, 2019 Cash Paid. Up to \$35 per 100. Top prices paid. Wayne: 508-689-7686 Northwesterly: by Lot 48 on said plan, seventy-seven and 08/100 (77.08) feet; Peggy Bouquet 645 Plain Street Brockton, MA 02302 Northeasterly: by Lot 51A on said plan, two hundred twen-ty-seven and 34/100 (227.34) feet. NOTICES your answer, if any, on or before 11/29/2019, if you faily to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this court. For mortgagor's title see deed recorded with the Plymouth County Registry of Deeds in Book 30353, Page 145. PACE MASONRY Legals σ The premises will be sold subject to any and all umpaid taxes and other municipal assessments and lines, and subject to prior lines or other enforceable ensum-branes of record relified to precedence over this mort gage, and subject to and with the benefit of all easements, relifications, reservations and conditions of record and subject to all tenances and/or rights of parties in posses-sion. Walks, Walls, steps, pat Free est, (774) 259-852 912 Crescent Street LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE CANNABIS ESTABLISHMENT THE KG COLLECTIVE BROCKTON, LLC 912 Crescent Street, Brockton MA 02302 Helef Act. If you object to a foredo-sure of the above-men-tioned property on that basis, then you or your appearance and asswer in this court at Three Pemberton Square, Boston, MA 02108 on or before November 25, 2019 Boston, WA 02108 on or before November 25, 2019 cosare on ground of non-compliance with the Act. RENTALS WITNESS, Hon. Katherine A Field, First Justice of this Court Rubbish Remo Terms of the Sale: Cash, cashiar's or certified check in the sum of \$5,000,00 as a deposit must be shown at the time and place of the sale in order to quality as a bidder (the mortgage holder and its designee(s) are description this tequirement; high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of him/ (20) days from the date of the sale at the offices of mortgagee's attorney. Korde & Associates, P.C., 900 Cheminford State. Suite 13(2, CueNell, MA (1851 or such other time as may be designated by mortgagee. The description for the permissic contrader in sale mortgage shall control in the event of a typographical error in this publication. Date: October 17, 2019 Balance Par Talan Pala Rooms for Ren Matthew J McDonough Register of Probate Notice is hereby given that the KG COLLECTIVE BROCKTON, LLC, with the mailing address, 1536 Tremont Street, Boston, Massachusetts will conduct a Community Outreach Macting on the following BRIDGEWATER- Benow safe. Incl utils., fridge micro Great location. Fron \$155/wk. 508-807-0320 \$ CASH \$ AD#13845436 BE 11/4/19 Witness, GORDON H. PIPER, Chief Justice of said Court on October 10, 2019 Paid for Junk Cars, Vans, Truck 5 & Heavy Equipment Tremoni Street, Boston, Accommunity Outreach a Community Outreach matter on Thursday, November 21st, 2019 at the Brockton Public Library at 54 Kingman ther Street Street Tom 6pm - 7pm. The KG GOLLECTIVE BROCK-Tom 6pm - 7pm. The KG GOLLECTIVE BROCK-Tom 6pm - 7pm. The KG GOLLECTIVE BROCK-Tom 6pm - 7pm. The KG GOLLECTIVE BROCK-Distance of the Street BROCK of the Street and Chapter 55 of the Acts and Chapter 55 of the Acts and the Street Brock-meast diversities explicitly the street and the Street Massachuest Cannabis Control Commission on the ground of no pliance with the Act. Witness, Gordon H. Piper, Chief Justice of this Court on October 18, 2019 Attest Deborah J. Patterson Recorder 19-035477/FC01 Aparte No title, no key, no problem!! Immediate Pick up 24/ 7 Attost LOOK! Deborah J. Patterson Recorder 11/04/19 BROCKTON/Metro South 1, 2 & 3 Bedrooms No fee. 1st & security. 508-587-3349 Other terms to be announced at the sale. Enterprise 11/4/2019 CN13845941 508-388-4062 LoanCare, LLC Korde & Associates, P.C. 900 Chelmsford Street Suite 3102 ANNOUNCEMENTS 2006 Toyota Prius To be auctioned off 11/19/19 One 2006 Toyota Prius VIN JTDKB20U967529710 at Express Towing (781) 443-6909, Pursuant to MGL C.255, S.39A. 13843150 11/4/19 EASTON, SO. 55+ apt. bldg. 1 BR \$1900 & 2 BR, 2 BA \$2600. Incls: Heat, hot wtr & use of all amenities. 508-238-5540. RICH'S REMOVAL Attics, Cellars, Yards Suite 3102 Lowell, MA 01851 (978) 256-1500 Jackson Jr., Donald H., 18-032731 motor vehicle license ellars, Want Garages. Want it gon or just moved? Free Est: 781-588-3932 City of Brockton Public Hearing Lost & Found FOUND WATCH In Raynham. Must identify. Call 508-967-5325 Notice is hereby given that the Brockton City Council will meet on Tuesday. November 12, 2019 at 7:00PM at the Council Chambers, City Hall, 45 School St., Brockton to review the following peti-tions at which time all inter-tions at which time all inter-tions at which time all inter-13843176 10/21,28, 11/4, 2019 PH/22 Acres Central Street Realty Trust/Janell Rotondi AD#13846636 11/4, 11/11, 11/18/19 TOWN OF EAST BRIDGEWATER PLANNING BOARD NOTICE OF PUBLIC HEARING 1---garage license Community members will be permitted and are encouraged to ask ques-tions and receive answers from representatives of the KG COLLECTIVE BROCK-TON, LLC. The PLANING BOAT DOUGH ILLANING The PLANING BOAT DOUGH ILLANING will hold a public hearing on Monday, Movember 18, 2019 at 700 part, in the Torum Office Bubling, 175 Central 32, Planning Bulking Conference Room, The parpose of the hearing will be to review a Form B Deinhore Plan. The application and plans have been submitted by 22 Acress Central Street Review T Taskianal Revind, and plan pre-pared by River Hawk Environmental, LLC. City of Brockton Public Hearing ested parties may be heard: Public Hearing Notice is hereby given that the Brockton City Council will meet on Tuesday. November 12, 2019 at 7:00PM at the Council Chambers, City Hall, 45 School SL, Brockton to review the following petition at which time all interested parties may be heard: 14 **EMPLOYMENT** AUTOMOTIVE Petition of ICC Inc dba Insurance Collision Center. Insurance Collision Center, Inc., Admilson Santos, Tr., of 8 Cushing Ave., Apt. 1, Boston, MA for a Transfer of a Motor Vehicle Repair Mechanical License located at 50 Meadowbrook Rd., Unit 7. Automotive **BUSINESS SERVICES** Tow, Ltc. A copy of this notice was sent to the Brockton Planning Board, the Brockton Public Health Department, the Legal Departmen pare or ynwel name Environmental, LLL. The subject property is located on General Street and con-stet of approximately 2544 sorte of land, The zoning district le Residue (1F) and the grane la secon on East Bridgewater Assessor: Map 76 Lot 8, proposed entrance located between 1554 Central St, and 1544 Central St. The Planning Board, pursuant to Massachuster General Law. Charter 41, Section 811 and the East Bridgewater Subdivision Rules and Regulations, seeks public input relative to this proposed Definitive Subdivision Plan. Bridgewater State University seeks an Asst. Professor, Dept. of Mathematics in Bridgewater.MA to teach undergrad. & graduate courses thron-majors to upper-graduate courses thron-majors to upper-centration, develop a program of continuing scholarship to indude undergrads; advise undergrads; advise undergrads; advise undergrads; advise no committee work & scholarship to indude undergrads; advise program of continuing entreling the state scholarship to indude undergrads; advise program of continuing scholarship to indude undergrads; advise program of continuing scholarship to indude undergrads; advise undergrads; advise scholarship to indude undergrads; advise scholarship to indude undergrads; advise undergrads; advise scholarship to indude undergrads; advise schola CASH FOR CARS 508-577-0073 Roofing 8 Gutters Petition of ICC Inc dba Insurance Collision Center, Inc., Admilson Santos, Tr., of & Cushing Ave., Apt. 1, Boston, MA for a Transfer of a Motor Vehicle Repair Body License located at 50 Meadowbrook Rd., Unit 7. Petition of SMG Commercial, Steven Glass, 62 Old South Main St., Middleton, MA for a Transfer of a Garage License located at 50 Meadowbrook Rd., Unit 7. WEATHERTITE ROOFING Many roof repairs under \$200.30 year New Roofs, Free rool/gutter inspection. Porches All rotted wood replaced. Ins. Reg#168929. 508-942-4200 weathertiteroofingma.com LEGAL ADVERTISING/ CONTACTS The Plans are on file with the Planning/Building Department and can be reviewed between the hours of 8:30 a.m. to 4:30 p.m. Monday through Thursday and Friday 8:30 a.m. to 12:00 noon. Anthony J. Zeoli, City Clerk Anthony J. Zeoli, City Clerk For rates and 13844681 11/4/19 Notice to Advertiser to place a lega 13844679 11/4/19 Enterprise 11/4 & 11, 2019 CN13845672 2008 Ford Escape 2004 Honda Civic To be auctioned off 11/19/19 One 2004 Honda Civic VIN 2HGES16514H5654 at Express Towing (78) 843-6909, Pursuant to MGL C.255, S.39A. advertisement Written with consideration, The KG COLLECTIVE BROCKTON, LLC To be auctioned off nprovement contr quired to be regis the Massachuset of public sat lo be auctioned off 11/19/19 One 2008 Ford Escape VIN 1FMCU93148KA21374 at Express Towing (781) 843-6909, Pursuant to MGL C.255, S.39A Call 1-800-624-7355 PhD in Stats, Math o related field and 1yr exp teaching undergrad university courses in Math Send resume to Visit the ext.6930 ichael Pires Classifieds dy s. smittes home im, advertise s Advertisers neo. Dept. of Por 617-7 'umodia' or on ine! Marcus Johnson-Sr email legals@wickedloca resumes@bridgew.edu & incl Job Code The Enterprise AD#13846638 11/4, 11/11, 11/18/19 AD#13846632 11/4, 11/11, 11/18/19 AD#13845674 BE 11/4/19 www.enterprisenews.com WICKEDI DCAL

## NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE CANNABIS ESTABLISHMENT THE KG COLLECTIVE BROCKTON, LLC 912 Crescent Street, Brockton MA 02302

Notice is hereby given that the KG COLLECTIVE BROCKTON, LLC, with the mailing address, 1536 Tremont Street, Boston, Massachusetts will conduct a Community Outreach Meeting on the following matter on **Thursday, November 21<sup>st</sup>, 2019 at the Brockton Public Library at 54 Kingman Street in Brockton, MA from 6pm – 7pm**. The KG COLLECTIVE BROCKTON, LLC intends to apply for a Marijuana Retailer license, at 912 Crescent Street in Brockton, MA 02302 (the "premises") pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

- 1. The type of adult use establishment to be located at the premises;
- 2. Background information about the operators of the intended establishment;
- 3. Steps to be taken by adult use establishment to prevent diversion to minors;
- 4. A plan for the adult use establishment to positively impact the community;
- Information adequate to demonstrate that the adult use establishment location will be maintained securely.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of the KG COLLECTIVE BROCKTON, LLC.

A copy of this notice was sent to the Brockton Planning Board, the Brockton Public Health Department, the Legal Department and is on file with the Mayor's Office, at City Hall, located 45 School Street, Brockton MA 02301. A copy of this notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the adult use establishment, owners of land directly opposite of any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, not withstanding that the land of any such owner is located in another city or town.

Written with consideration,

Michael Pires Co-owner

Marcus Johnson-Smith Co-owner



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Written with consideration,

The KG COLLECTIVE BROCKTON, LLC

Michael Pires Co-owner

Marcus Johnson-Smith Co-owner

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Attachment B

2019 OCT 24 PM12:19

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Written with consideration,

Michael Pires

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Marcus Johnson-Smith

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# Plan to Remain Compliant with Local Zoning

## <u>Purpose</u>

The purpose of this plan is to outline how KG Collective Brockton, LLC. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 912 Crescent Street in Brockton which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

#### **Background**

The City of Brockton enacted a Zoning Ordinance that established zoning restrictions for Adult-Marijuana Establishments.

Under Article III, Section 27-24.4 of the Zoning Ordinance eligible zones for adult use Retail Manufacturing Establishments may be allowed by Special Permit issued by the SPGA in C-2 General Commercial Zones and the C-3 Central Business District. Additionally, Marijuana Retail Establishments may not be located within 500 feet of:

- 1. A public or private school providing education in Kindergarten or any grades 1 through 12
- 2. Another presently existing or permitted Marijuana Dispensary or Recreational Retail Facility.

Our location at 912 Crescent Street is located in the C-2 Zoning District and is compliant with all required setbacks.

The City of Brockton requires a local license to operate a Marijuana Establishment. KG Collective Brockton will apply for this license once we are Provisionally Licensed by the Commission and have received our Special Permit from the City of Brockton. There is no term or length of a special permit issued by the City of Brockton. Once a special permit is issued it is valid unless revoked or surrendered. After our special permit is issued, we will have one year to commence buildout of the facility.

## Plan:

KG Collective Brockton, LLC. is currently fully compliant with all of the requirements outlined in the Ordinance.

It is the intention of KG Collective Brockton to remain compliant with all relevant local codes, ordinances and applicable to a Marijuana Retail Establishment.

In addition to KG Collective Brockton, LLC. remaining compliant with the existing Brockton Zoning Ordinance, our executive management team will continually engage with the City of Brockton to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.

# Municipal Response Attestation

In accordance with GL C94G Sec. 3(d) A marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of longer than 5 years. Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.

I, Michael Pires, contacted Mayor Sullivan and Megan Bridges of the Brockton Law Dept. on 8/30/2022, for use in requesting community impact costs for the city of Brockton in relation to KG Collective Brockton, LLC, license number MR281374.

As of 9/3/2022, KG Collective, LLC has not received a response from Brockton Municipal Representatives in regard to the cost documentation of our community impact fee.

Michael Pires, CEC Mil 9/3/2022 [DATE] [SIGN]



# **Records Request - Cannabis License Renewal (KG Collective Brockton, LLC)**

1 message

**Mike Pires** <mike@kushgroove.com> To: mayor@cobma.us, Megan Bridges <mbridges@cobma.us> Cc: Bethany Couture <bcouture@cobma.us> Tue, Aug 30, 2022 at 10:31 AM

Good Afternoon,

I hope this email finds you safe and well. As part of KG Collective Brockton LLC's cannabis license renewal process we are required to contact our host city to request the following:

I am seeking the costs the City of Brockton has incurred or anticipates incurring as the result of the operation of our retail cannabis business. I reference the Section of Commonwealth GL that allows for the imposition of this tax below, and which is referenced in our Host Community Agreement. Further, there are reporting and payment requirements for us forthcoming. Please contact me at your earliest convenience and provide the information, which I am now formally requesting through the Freedom of Information Act.

GL C94G Sec. 3(d) A marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.

Thank you in advance for your help on this...

--Thank You,

Michael Pires Co-Owner/CEO Kush Groove P.O Box 240196 Boston, MA 02124

mike@kushgroove.com www.kushgroove.com

# KG Collective Brockton Plan for Positive Impact

## **General Requirements**

In accordance to all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB"), the KG Collective Brockton is required to include a plan of action to positively impact areas of disproportionate impact.

KG Collective Brockton will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

Any actions taken, or programs instituted, by KG Collective Brockton will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

#### <u>Intent</u>

KG Collective Brockton management team feels strongly about its obligation and related commitment to positively impacting the communities and residents it serves and operates in, as well as the residents and individuals from communities of disproportionate impact.

#### **Plan Populations**

We are committed to providing economic opportunities and involvement in the cannabis industry to the following demographics:

- Past or present residents of "areas of disproportionate impact," which have been defined by the Commission.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

#### <u>Goals</u>

**1.** Goal **1.** Provide jobs in the legal cannabis industry to individuals and communities that have been disproportionately harmed by marijuana prohibition.

Our goal is that 60% of KG Collective Brockton Agents will meet the criteria outlined in our Plan Populations.

2. Goal 2. Provide Skills, Education and Training to individuals and communities that have been disproportionately harmed by marijuana prohibition.

Our goal is to provide 50 hours of free training and educational seminars to individuals who meet the criteria outlined in our Plan Populations. These seminars will be focused on operating or working in the legal marijuana industry.

# **3.** Goal **3.** Provide financial resources to social service programs and/or organizations that provide services to populations that have been disproportionately harmed by marijuana prohibition.

#### **Employment Program**

Expanding opportunities for gainful employment is a key driver in helping populations disproportionately affected by marijuana prohibition. Quality jobs that pay above minimum wage and offer benefits assists individuals and families in breaking cycles of poverty and incarceration. This program includes:

- 1. Hiring Preference will be given to individuals who meet the Program Populations outlined above.
- 2. Postings will be listed with the MassHire Greater Brockton Career Center. This organization is a One Stop Career Centers that serves Brockton, Abington and Randolph which are all areas of disproportionate impact.
  - a. Our first job postings will be placed within 90 days of receiving our Provisional License from the Commission.
- 3. We will host at least 2 job fairs that will be targeted towards commission designated areas of disproportionate impact. One will be held in Boston and will be offered to past and present residents of Boston residents of Census Tracts 808.01, 103, 104.05, 806.01 and 804.01. The second job fair will be held in Brockton.
  - a. These job fairs will be held within 90 days of receiving our Provisional License from the Commission.
- 4. Additionally, we will post all job postings and advertise our job fairs on our website and other social media pages including, Facebook, Twitter and LinkedIn.

## **Skills Education and Training Program**

Providing skills, education and training to individuals looking to enter the legal marijuana industry as an operator or employee provides them with knowledge that can give them a head start in the industry. KG Collective Brockton will provide at least 50 hours of training and educational workshops/seminars to individuals who meet the Plan Populations outlined above. These workshops/seminars will cover such topics as: Retail Marijuana Operations, Regulatory Compliance in the Cannabis Industry, Applying for Cannabis Licenses, Business Plan Development and other related topics.

These workshops/seminars will be held in two locations, one in Brockton and the other in Boston. The Boston location will target individuals from Census Tracts 808.01, 103, 104.05, 806.01 and 804.01. We will advertise these seminars on our website and other social media pages including, Facebook, Twitter, LinkedIn, Eventbrite and Meetup.

Our first 3-hour seminar will take place within 45 days of our receipt of Provisional License. We will hold seminars monthly at both locations.

#### **Donation Program**

KG Collective Brockton has chosen two social service groups that provide services to individuals who meet the criteria outlined in our Plan Populations. Each group will receive a one-time donation annually of at least \$2,500. These groups are:

1. Women with Purpose <u>https://www.bwomenwithpurpose.com/</u> Women with Purpose is an organization whose primary goal is to empower and unite women of color in the greater Boston area through a series of Professional Development seminars. The program, which takes place over a series of three consecutive months in the Fall and Spring, convenes women who are movers and shakers in the community to meet, discuss and learn about a variety of topics which vary from but are not limited to personal branding, negotiation, networking tactics and financial literacy.

Our financial contribution will help expand seminar programming to include an increased number of Black and Latinx women of color living in the following communities: Boston, Brockton, Chelsea, Haverhill, Lowell, Lynn, Worcester and Taunton.

 Minorities for Medical Marijuana <u>https://minorities4medicalmarijuana.org/</u> Minorities for Medical Marijuana is committed to cultivating a culturally inclusive environment where diversity of thought, experience and opportunities are valued, respected, appreciated and celebrated. M4MM will serve as a resource to our community by providing information, referrals, advocacy, coordination and education regarding cannabis legislation, events, activities, initiatives and discussions.

Our financial contribution will be made to the Massachusetts Chapter of M4MM and earmarked for events and services for individuals and communities that are Commission designated Areas of Disproportionate Impact and to Massachusetts residents who have past drug convictions or whose parents or spouses who have drug convictions.

#### **Measurement and Accountability**

KG Collective Brockton will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our goals. We will produce a full report annually which outlines this plan, data collected, whether the goals have been met and if any changes are necessary. Quarterly, our management team will meet to discuss the report and make any necessary adjustments.

60 days prior to our license renewal, and annually thereafter, we will produce a comprehensive report on our Goals and Programs which will outline the metrics for each program and whether we have met our goals. We acknowledge that progress or success of this plan, in its entirety, is required to be documented annually upon renewal and that renewal occurs one year from provisional licensure whether or not we have a final license.

This report will be made available to the Commission and will include the following data:

- 1. Number and percentage of employees hired, retained, or promoted that come from the Plan Populations.
- 2. The demographics of all employees, applicants, new hires and promotions;
- 3. Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact;
- 4. Recruitment and hiring data including job postings, advertising, sourcing of candidates, offers of employment, and actual hires;
- 5. Data on all job fairs help by KG Collective Brockton including the number, locations, and the number of applicants generated.

- 6. A comprehensive report on our Skills Education and Training Program which will include the number of workshops/seminars help by KG Collective Brockton, the number of hours, times, locations, topics, presenters and attendance;
- 7. Reports of donations to our chosen recipients;



To whom it may concern,

Women with Purpose (<u>https://www.bwomenwithpurpose.com/</u>) is an organization that empowers, educates and advances women of all cultural and ethnic backgrounds through professional development seminars, women empowerment workshops and networking events. Women with Purpose creates safe and inclusive spaces for women of all ages and ethnic backgrounds to engage in meaningful discussions and learn crucial skills, such as public speaking, negotiation, financial literacy, civic engagement, emotional wellness and entrepreneurship, so that they can thrive both personally and professionally. Our mission is to build a supportive, inspiring tribe of diverse women throughout the greater Boston area who lead authentically, empower one another, share their knowledge and give back to their communities.

Women with Purpose has been in partnership with the Moakley Center at Suffolk University for the past 4 years and is now looking to expand its professional development seminars to service a greater amount of women at universities, corporate companies and community events throughout the Greater Boston area and beyond. For this reason, we are currently looking for community funding and investors to support us in our endeavor so that we may grow the reach and impact of our organization.

We will be accepting a donation from **The KG Collective** this year to fund the growth and social impact of Women with Purpose.

Sincerely,

Cristina Costa President of Women with Purpose





To whom it may concern,

My name is Derrell Black and I am the Chapter President of Massachusetts for the nonprofit organization Minorities for Medical Marijuana (M4MM). Minorities for Medical Marijuana, Inc. (M4MM) is organized as a non-profit organization with its corporate office based in Orlando, Florida. The organization was established in May 2016 and currently has 22 state chapter locations throughout the country and 7 national programs. M4MM's mission is focused on providing advocacy, outreach, research, and training as it relates to the business, social reform, public policy, and health /wellness in the cannabis industry. I have been working closely with the owners of KG Collective Mike Pires and Marcus Johnson-Smith on improving the awareness in the disproportionate communities at Kush Groove Smoke Shop. M4MM is committed to community outreach and working with the owners of KG Collective, we would be honored to accept financial donations from their cannabis business. Thank you.

Respectfully,

Derrell Black

Massachusetts Chapter President M4MM

S A		monwealth of Villiam Franci		S Minimum Fee: \$50
	•	he Commonwealth, ne Ashburton Place	Corporations Division, 17th floor	on
ALL TOTAL	Boston, MA 02108-1512 Telephone: (617) 727-9640			
ertificate of Organ General Laws, Chapter )				
dentification Number	: <u>001396304</u>			
. The exact name of	the limited liability	<b>company is</b> : <u>KG</u>	COLLECTIVE BR	OCKTON, LLC
a. Location of its pri	-			
lo. and Street: City or Town:	<u>1536 TREMO</u> BOSTON	<u>NT ST</u> State: <u>MA</u>	Zip: 02120	Country: USA
				· <u> </u>
b. Street address of	the office in the Co	ommonwealth at w	hich the records wil	I be maintained:
lo. and Street:	<u>1536 TREMO</u>	NT ST		
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Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
	• • • •	to execute, acknowledge, deliver and record
any recordable instrument p	ourporting to affect an interest in re	eal property:
Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL PIRES	1536 TREMONT ST BOSTON, MA 02120 USA
9. Additional matters:		
SIGNED UNDER THE P	ENALTIES OF PERJURY, this 7	Day of August, 2019.
MICHAEL PIRES		2 uj 01 11 ugust, 2012,
(The o	certificate must be signed by the po	erson forming the LLC.)
© 2001 - 2019 Commonwealth of Ma All Rights Reserved	ssachusetts	

# THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 07, 2019 12:02 PM

Heterian Fraing Palies

## WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



mass.gov/dor



# CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

#### 

1536 TREMONT ST BOSTON MA 02120-2929

## Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, KG COLLECTIVE BROCKTON LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

# This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

#### What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

#### Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

end b. Glfr

Edward W. Coyle, Jr., Chief Collections Bureau



William Francis Galvin Secretary of the Commonwealth **The Commonwealth of Massachusetts** Secretary of the Commonwealth State Rouse, Boston, Massachusetts 02133

October 24, 2019

## TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

## KG COLLECTIVE BROCKTON, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on August 7, 2019.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: MICHAEL PIRES, MARCUS JOHNSON-SMITH

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: MICHAEL PIRES, MARCUS JOHNSON-SMITH

The names of all persons authorized to act with respect to real property listed in the most recent filing are: MICHAEL PIRES



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Villian Traning Staliein

Secretary of the Commonwealth

Processed By:TAA

## **OPERATING AGREEMENT**

of

## KG Collective Brockton, LLC

This Operating Agreement (the "Agreement") made and entered into this  $15\pi$  day of Avgust , 2019 (the "Execution Date"),

#### AMONGST:

Michael Pires of 720 Columbia Road, Boston, MA 02125, Marcus Johnson-Smith of 16 Reed Street, Cambridge, MA 02140 (individually the "Member" and collectively the "Members").

### **BACKGROUND:**

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

### Formation

 By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

#### Name

2. The name of the Company will be KG Collective Brockton, LLC.

#### Purpose

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Page 1 of 17

3. To engage in the dispensing and sale of marijuana and marijuana products in Massachusetts, as permitted by Massachusetts law, and to engage in all activities that are related or incidental thereto and all other activities that are permitted by Limited Liability Corporations in Massachusetts.

# Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

# Place of Business

5. The Principal Office of the Company will be located at 1536 Tremont Street or such other place as the Members may from time to time designate.

# **Capital Contributions**

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Michael Pires	Michael Pires has contributed \$25,000.00 cash and has provided professional services in the preliminary stages of launch.	\$50,000.00
Marcus Johnson-Smith	Marcus Johnson-Smith has contributed \$25,000.00 cash and has provided professionally services in the preliminary stages of launch.	\$50,000.00

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Page 2 of 17

# Allocation of Profits/Losses

Member	Profit/Loss Percentage
Michael Pires	80.00%
Marcus Johnson-Smith	20.00%

7. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be allocated between the Members in the following manner:

- 8. Distributions to Members will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
- 9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

# Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

# Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

# **Liability for Contribution**

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of

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Page 3 of 17

any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

## **Additional Contributions**

- 13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
- 14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

## **Capital Accounts**

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

# **Interest on Capital**

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

## Management

17. Management of this Company is vested in the Members.

# Authority to Bind Company

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18. Only the following individuals have authority to act for or bind the Company in contract:
 o Michael Pires and Marcus Johnson-Smith

## **Duty of Loyalty**

19. While a person is a Member of the Company, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

## Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

## **Member Meetings**

- 21. A meeting may be called by any Member providing that reasonable notice has been provided to the other Members.
- 22. Member meetings will be held at any location that the Members may from time to time designate.
- 23. Regular Member meetings will be held only as required.

## Voting

24. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

## Admission of New Members

- 25. A new Member may only be admitted to the Company with a majority vote of the existing Members.
- 26. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will

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receive such business interest in the Company as determined by a unanimous decision of the other Members.

## Voluntary Withdrawal of a Member

- 27. Where the Company consists of two or more Members, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
- 28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

# Involuntary Withdrawal of a Member

- 29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
- 30. Where the Company consists of two or more Members, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

# **Dissociation of a Member**

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any

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buyout of a Member's interest will be determined as set out in the Valuation of Interest section of this Agreement.

- 32. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
- 33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
- 34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

### **Right of First Purchase**

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

### Assignment of Interest

- 36. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full Membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.
- 37. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not

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Page 7 of 17

acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

### Valuation of Interest

38. In the event of a dissociation or the dissolution of the Company, each Member's financial interest in the Company will be in proportion to the following schedule:

Member	Dissolution Distribution Percent
Michael Pires	80.00%
Marcus Johnson-Smith	20.00%

- 39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
- 40. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### Dissolution

- 41. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
- 42. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

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- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
- b. in satisfaction of Company debt obligations to current Members; and then
- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

### Records

- 43. The Company will at all times maintain accurate records of the following:
  - a. Information regarding the status of the business and the financial condition of the Company;
  - b. A copy of the Company federal, state, and local income taxes for each year;
  - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member;
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
  - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

### **Books of Account**

45. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

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Page 9 of 17

### **Banking and Company Funds**

46. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

### Audit

47. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

### Tax Treatment

48. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

### **Annual Report**

49. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

a. A copy of the Company's federal income tax returns for that fiscal year;

- b. A breakdown of the profit and loss attributable to each Member;
- c. Balance sheet;
- d. Income statement; and
- e. Cash flow statement.

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Page 10 of 17

### Goodwill

50. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

### **Governing Law**

51. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

### **Forbidden Acts**

- 52. No Member may do any act in contravention of this Agreement.
- 53. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 54. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
- 55. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 56. No Member may confess a judgment against the Company.
- 57. Any violation of the above forbidden acts may be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

#### Indemnification

58. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

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### Liability

59. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

### **Liability Insurance**

60. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

### Life Insurance

61. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

### **Actions Requiring Unanimous Consent**

- 62. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:
  - a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;
  - b. Sell, loan or otherwise endanger the ownership or possession of any Company property;
  - c. Release any Company claim or debt except for payment in full; and
  - d. Alter the rights, duties or obligations of any class or series of Members.

### **Amendment of Operating Agreement**

63. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

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Page 12 of 17

### **Title to Company Property**

64. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

### Miscellaneous

- 65. Time is of the essence in this Agreement.
- 66. This Agreement may be executed in counterparts.
- 67. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 68. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 69. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
- 70. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
- 71. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

Mys M.P

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72. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

### Definitions

- 73. For the purpose of this Agreement, the following terms are defined as follows:
  - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
  - c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.
  - d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
  - e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
  - f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
  - g. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.

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IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this is The day of August, 2019.

Michael Pires (Member)

Marcus Johnson-\$mith (Member)

Mys m.P

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## THE FOLLOWING PAGE IS NOT PART OF YOUR AGREEMENT

## THIS PAGE IS PROVIDED FOR INFORMATION ONLY

### How do I file my LLC Operating Agreement?

You do <u>not</u> need to file your LLC Operating Agreement. The Operating Agreement is simply an agreement between the members of the LLC.

An LLC is created by preparing and filing an Articles of Organization document with the state where the LLC will operate.

### What is a Tax Matters Partner?

The Tax Matters Partner (Member) is the Member selected by the LLC to represent the company to the Internal Revenue Service and to make decisions on behalf of the LLC concerning taxation issues. The Internal Revenue Code requires that the company designate a Member for this purpose.

### How do I choose my tax treatment category?

It is important to note that how the LLC is taxed does not affect the legal protections the LLC provides. For example, an LLC could be set up to be taxed like a sole proprietorship while still providing limited liability protection.

### One Member LLC

An LLC with 1 member will be treated as a disregarded entity by default. This means the LLC will be taxed as a sole proprietorship.

### Two Member LLC

An LLC with 2 or more members will be taxed as a partnership by default. If you choose to be taxed as a partnership, the income from your LLC passes through to the members and is declared as personal income. In this way income is only taxed once but the personal income tax rates paid by the members may be much higher than the applicable corporate rate.

Mys M.P

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Additionally, any LLC has the option to be taxed as a corporation. A disadvantage of a corporate tax model is double taxation - where the LLC pays taxes on company income and the members also pay tax on any income that members receive as dividends from the LLC. The advantage of the corporate tax model is that if most of the profits of the LLC can be retained in the company then double taxation can be minimized and overall tax paid at a lower corporate tax rate.

Your choice of taxation method should result in the lowest taxes. If you have any further questions you should contact a local tax lawyer or accountant.

### Are there any limits on distributions?

State law often restricts the amount of company distributions in order to ensure the company remains solvent. For example, some states have a distribution limit that prevents the company's liabilities from exceeding assets after a distribution is made.

### What is an allocation?

Where an LLC is classified as a partnership for federal income tax purposes, profits and losses are allocated among members. The LLC itself will not pay income tax in that case.

### What are the benefits of requiring unanimous agreement?

Requiring unanimous consent is typically reserved for issues critical to the company. By requiring unanimous consent, all Member's Interests are protected against unreasonable majority decisions.

### Do I need witnesses?

It is a good idea to have your signatures witnessed even though most documents and contracts do not require a witness for them to be legally valid.

Many banks and other institutions have their own internal policies about signing requirements, and may refuse to accept documents that are not witnessed regardless of the fact that the documents are legally valid. If you want to avoid bureaucratic hold-ups, it may be a good idea to have your document witnessed.

### How do I choose a witness?

Generally, the person you choose to witness a document should be a neutral third party with no financial or other interest in the agreement.

Ideally, a witness will observe the parties signing the document and sign the document as proof that they witnessed the parties signing. The witness is not usually required to know or understand the contents of the document.

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## KG Collective Brockton Plan for Obtaining Liability Insurance

### <u>Purpose</u>

The purpose of this plan is to outline how KG Collective Brockton will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

### **Research**

KG Collective Brockton has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

### <u>Plan</u>

- 1. Once KG Collective Brockton receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experience in the legal marijuana industry.
  - a. KG Collective Brockton will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
  - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
- 2. In the event that KG Collective Brockton cannot obtain the required insurance coverage, KG Collective Brockton will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
  - a. KG Collective Brockton will replenish this account within ten business days of any expenditure.
- KG Collective Brockton will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

## KG COLLECTIVE BROCKTON, LLC. BUSINESS PLAN DECEMBER 2019



Stephen Chaisson

## **Table of Contents**

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# **Executive Summary**

### **Company Summary**

THE KG COLLECTIVE Brockton is organized as a Massachusetts Limited Liability Company owned by Michael Pires and Marcus Johnson-Smith, who will serve as Executives/Co-Owners and operators.

### **Products & Services**

Aside from the dispensing of dried cannabis and concentrates which are our core products, THE KG COLLECTIVE Brockton will sell a wide range of additional cannabis Infused products such as edibles and topicals. We will also engage in the sale of accessories and supplies related to concentrate delivery methods.

THE KG COLLECTIVE Brockton store will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique medicinal needs.

**Our mission:** To provide high quality cannabis to customers with a product and service they can trust. To build our brand on the core values of customer service and care, hospitality, highest standards of quality, honesty, integrity and community outreach.

Vision: Be the number one cannabis store in Massachusetts.by what measure? Revenue, followers?

**Goal:** Our primary goal is to advocate and support a proactive approach to health management by providing a local and safe environment to dispense cannabis products.

**Management:** Our owners have several years of retail experience and will develop strong vendor relationships and many strategic partnerships extending nationally and covering all areas of the Cannabis Industry.

## **Market Opportunities**

According to the report by ArcView Market Research and BDS Analytics: "The Road Map to a \$57 Billion Worldwide Market"<sup>1</sup>, spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

The North America legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$24.5 billion by 2021 with the compound annual growth rate (CAGR) to almost 28%.

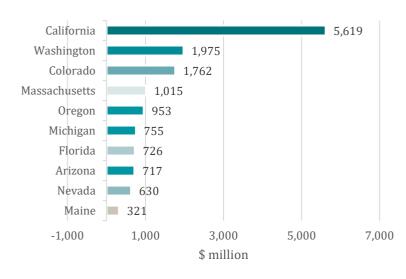


Figure 1. Medical and recreational cannabis sales in top states, 2020

Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry's immense potential for future growth.

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18<sup>th</sup> state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts

voters approved Question 4, the initiative to legalize the recreational use of cannabis and first retail cannabis business was opened in Massachusetts in November 2018.

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in February 2019 total legal cannabis sales exceeded \$40 million, according to figures released by the Cannabis Control Commission.

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

<sup>&</sup>lt;sup>1</sup> https://arcviewgroup.com/research/reports/

### **Financial Summary**

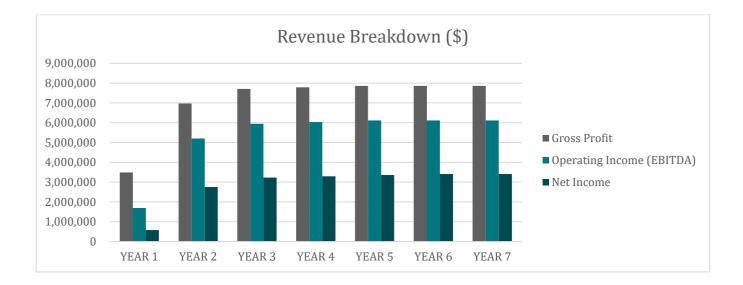
THE KG COLLECTIVE Brockton will fund its startup costs largely through personal savings and private investments.

From a total investment of \$1,000,000 million, THE KG COLLECTIVE Brockton is expected to generate nearly \$14.9 million in gross revenues with net income of nearly \$2.3 million in Year 2, its first full year of operations. Revenues are expected to grow to nearly \$16.6 million in Year 3 and \$16.9 million in Year 4, with net income of nearly \$2.7 million and over \$2.9 million respectively.

After the first year of operations, it is expected that THE KG COLLECTIVE Brockton will be able to trim expenses through realizing business efficiencies in operating multiple locations, gaining operational experience and industry expertise.

### **Direct and Indirect Social Impacts**

THE KG COLLECTIVE Brockton will create more than a dozen new jobs in the city of Brockton with over \$1.3 million in salaries with 12 positions? That likely includes you both- I would remove this number and say a dozen living wage jobs, \$80,600 in Social Security taxes, \$19,500 in Medicare taxes and \$91,000 for health insurance each year. Through the HCA, a portion of sales will be allocated to the schools and different community programs.



# **Market Overview**

## **Global Market**

The global legal cannabis market amounted to \$9.5 billion in 2017, growing by 37 percent on the year, according to the report "The Road Map to a \$57 Billion Worldwide Market"<sup>2</sup>.

Spending on legal cannabis worldwide is expected to hit \$57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about \$46.5 billion and other \$10.5 billion would go to other markets.

The largest growth rate is predicted within the rest-of-world markets, from \$52 million spent in 2017 to a projected \$2.5 billion in 2027.

The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

According to a report provided by Energias Market Research, the global medical cannabis market is projected to increase in value from \$8.28 billion in 2017 to \$28.07 billion in 2024 and at a CAGR of 19% from 2018 to 2024.

### Key Trends:

- The initial decision by many U.S. states and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.
- South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru and Uruguay, the South American medical cannabis market may grow from \$125 million in 2018 to \$776 million in 2027.
- Germany is ready to become the leader of the European cannabis market, and Italy is expected to be second with \$1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.
- Australia's legal cannabis market is forecast to grow from \$52 million in 2018 to \$1.2 billion in 2027, the 5th largest in the world.
- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

<sup>&</sup>lt;sup>2</sup> https://arcviewgroup.com/research/reports/

## North American Cannabis Market

The North America legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion.

The report from cannabis industry analysts ArcView Market Research, in partnership with BDS Analytics<sup>3</sup>, forecasts that the entire legal cannabis market in North America to reach \$24.5 billion in sales – a 28% annual growth rate by 2021 - as more countries and states legalize cannabis for recreational use and existing markets mature and will grow to \$47.3 billion six years later.

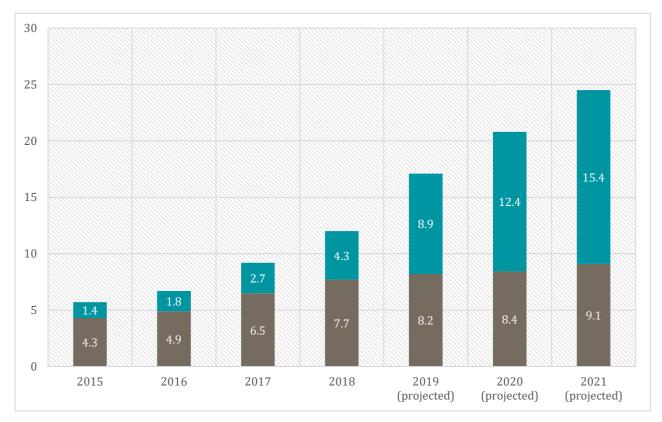
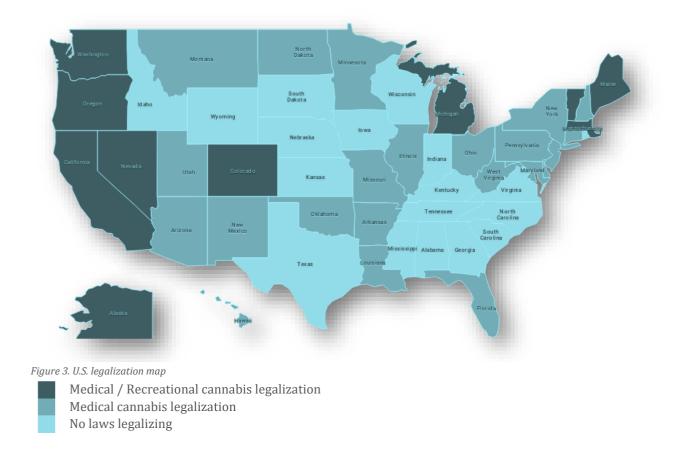


Figure 2. Medical and recreational cannabis sales forecast, billion \$

<sup>&</sup>lt;sup>3</sup> https://bdsanalytics.com/

## The U.S. Cannabis Market

In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%)<sup>4</sup>. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but ten states – Alaska, California, Colorado, Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, legalizing the recreational use.



As a result, there are 32 States that allow cannabis for medical use, 16 States allow Cannabidiol (CBD), 10 States and the District of Columbia allow cannabis for recreational use.

<sup>4</sup> Pew Research Survey, http://www.pewresearch.org/fact-tank/2018/10/08/americans-supportmarijuana-legalization/

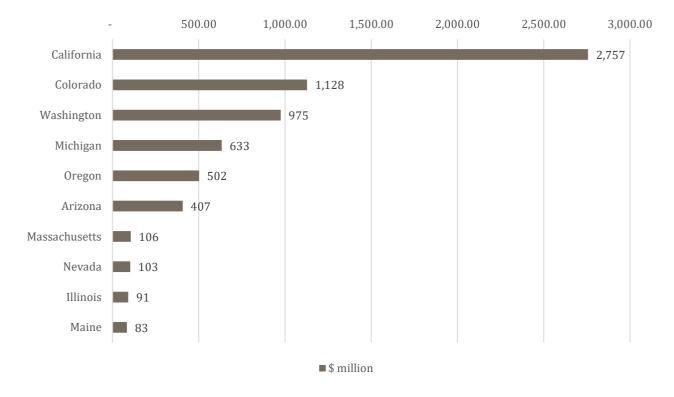


Figure 4. Medical and recreational cannabis sales in top states, 2017

There are about 10,000 active licenses for cannabis businesses in the U.S., according to Statista<sup>5</sup>. This includes cultivation, extraction and manufacturing, retail, distribution and testing licenses.

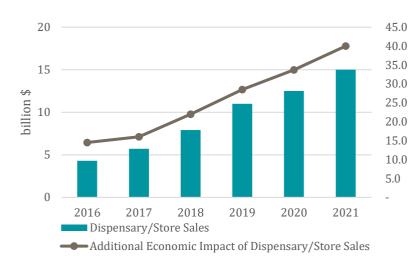
The industry employed 121,000 people in 2017 and 259,000 people in 2018. If cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 by 2022, according to New Frontier Data.

<sup>&</sup>lt;sup>5</sup> https://www.statista.com/statistics/596641/us-cannabis-businesses-number/

## **U.S. Cannabis Retail Market**

Figure 5. Cannabis retail industry economic impact

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon's adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as patient counts rose in new states and continued climbing in mature markets.



According to a BDS Analytics report, the retail sector owed \$1 billion in state taxes in 2016 and another \$1.4 billion in 2017.

In 2017, overall cannabis sales in the United States at the retail level to soar by 31.5%, hitting \$5.7 billion on the back of continued growth in existing recreational cannabis markets.

Recreational sales are expected to surpass medical this year for the first time ever. Medical cannabis sales also are expected to sustain the industry.

The cannabis retail market is growing at a high rate in the United States alone, with there currently being over 3,000 open and operating dispensaries and retail stores throughout the country according to data from Statista<sup>6</sup>. The growing numbers of dispensaries is a large part as to why New Frontier projects the industry to top \$25 billion in revenue by 2025.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from \$16 billion in 2017 to \$40 billion by 2021, according to the "US Legal Cannabis: Driving \$40 Billion Economic Output" report released by Arcview Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the cannabis industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member's cannabis business. But in general, more investors are pumping money into the cannabis industry than ever before, and they're also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed \$450,000 in cannabis companies.

## **Cannabis Market in Massachusetts**

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18<sup>th</sup> state to legalize medical cannabis through a ballot initiative.

<sup>&</sup>lt;sup>6</sup> https://www.statista.com/statistics/596641/us-cannabis-businesses-number/

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and first retail cannabis business opened in Massachusetts in November 2018.

In 2018, there were over 60,000 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. They were served by 47 medical cannabis dispensaries.

As of February 2019, there are over 300 pending applications, including 130 retailer, 87 cultivator, 44



manufacturer, 12 microbusiness, 11 transporter and 4 testing licenses. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in February 2019 total legal cannabis sales exceeded \$40 million, according to figures released by the Cannabis Control Commission.

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

### **Cannabis Taxes**

Under the new law, recreational cannabis is taxed 17 to 20%. The baseline tax is 17%, which is determined from a combination of a 6.25% sales tax and a 10.75% special excise tax on adult use. Cities and towns can choose to add a 3% tax on top of the 17%, tallying up to a 20% tax on adult use cannabis.

# **Marketing Strategy**

## **Marketing Plan**

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana-related concerns such as health and wellness. The marketing and sales strategy of THE KG COLLECTIVE Brockton store will be based on generating long-term personalized relationships with growers and manufactures.

Marketing and advertising campaigns will include:

- Meeting with growers and manufactures
- E-mail Marketing
- Advertising and articles in the thematic Magazines, including:
  - Cannabis Now
  - 420 Magazine
  - Marijuana Venture
  - MG Magazine

WEEDMAP https://weedmaps.com/	Cannabis finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFY https://www.leafly.com/	Leafy is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafy has 226.27 thousand total visits each month.

Table 1. Cannabis business directories

## **Target Customers**

Aside from the dispensing of cannabis products, THE KG COLLECTIVE Brockton Store will sell a wide range of cannabis infused products to customers who are based in Cambridge and every other city where our stores will be opened. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

THE KG COLLECTIVE Brockton Cannabis Store will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers engaged in their own personal health decisions to make the right choices for their unique medicinal needs.

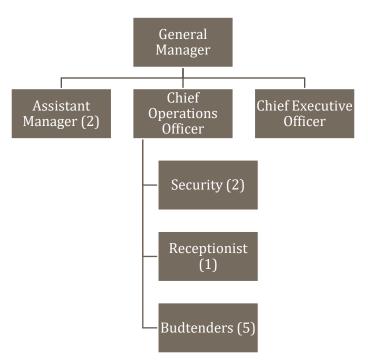
Medical cannabis customers come from diverse groups, ages, races and socioeconomic backgrounds. Ranging from young to old, treating chronic and terminal illnesses such as cancer, epilepsy, HIV/AIDS, and beyond.

# Organizational Structure

THE KG COLLECTIVE Brockton is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We are quite aware of the rules and regulations governing the cannabis industry of which cannabis dispensing falls under which is why we decided to recruit experienced and qualify employees as foundational staff of the organization. We hope to leverage on their expertise to build our business brand to be well accepted in the United States.

These are the positions that will be available at THE KG COLLECTIVE Brockton:

Figure 6. Organizational structure



## KG Collective Brockton Policy for Restricting Access to Age 21 and Older

### I. Intent

KG Collective Brockton Retail Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

### II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

#### III. Definitions

Consumer means a person who is 21 years of age or older.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Proof of Identification** means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). KG Collective Brockton will only accept the following forms of proof of identification that include all of the above criteria;

- 1. Massachusetts driver's license
- 2. Massachusetts Issued ID card
- 3. Out-of-state driver's license or ID card
- 4. Government issued Passport
- 5. U.S. Military I.D.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that <u>no such individual shall be younger than 21 years old</u>.

IV. Responsibilities

KG Collective Brockton Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of KG Collective Brockton are 21 years of age or older.

### V. Access to the Facility

KG Collective Brockton facility located 912 Crescent St Brockton, MA 02302, allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by KG Collective Brockton for the transportation of Marijuana:

- 1. KG Collective Brockton Agents (including board members, directors, employees, executives, managers, or volunteers)
  - a. While at the facility or transporting marijuana for the facility all KG Collective Brockton Agents must carry their valid Agent Registration Card issued by the Commission
  - b. All KG Collective Brockton Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- 2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals)
  - a. To verify a customer is 21 or older a KG Collective Brockton Agent must receive and examine from the customer one of the following authorized government issued ID Cards;
    - i. Massachusetts Issued driver's license
    - ii. Massachusetts Issued ID card
    - iii. Out-of-state driver's license or ID card (with photo)
    - iv. Passport
    - v. U.S. Military I.D.
  - b. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by KG Collective Brockton.
  - c. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available of if the ID is questionable the Agent must use the **FLAG** methodology of ID verification
    - i. **F**. Feel
      - 1. Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)
      - 2. Feel for information cut-out or pasted on (especially near photo and birth date areas)
      - 3. Feel the texture most driver's license should feel smooth, or (depending on your State) they will have an identifying texture
    - ii. **L**. Look

- 1. Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- 3. Look at the height and weight. They should reasonably match the person.
- 4. Look at the date of birth and do the math!
- 5. Compare the age on the ID with the person's apparent age.
- 6. Look at the expiration date. If the ID has expired, it is not acceptable.
- 7. If needed, compare the ID to the book of Government Issued ID's
- iii. **A**. Ask
  - Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
  - 2. If you have questions as to their identity, ask the person to sign their name, and then compare signatures.
- iv. **G**. Give Back
  - 1. If the ID looks genuine, give the ID back to the customer and allow entry.
- d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.
- 3. Visitors (including outside vendors and contractors)
  - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age of older.
    - i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
  - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
  - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
  - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
    - i. The visitor log will be available for inspection by the Commission at all times

- 4. Access to the Commission, Emergency Responders and Law Enforcement.
  - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - ii. Representatives of other state agencies of the Commonwealth; and
    - iii. Emergency responders in the course of responding to an emergency.
    - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - b. Individuals described above in this policy will be granted immediate access to the facility.

#### VI. Training

KG Collective Brockton will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All KG Collective Brockton agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

- a. Diversion prevention and prevention of sales to minors;
- b. Acceptable forms of identification, including:
  - i. How to check identification;
  - ii. Spotting false identification;
  - iii. Medical registration cards issued by the DPH;
  - iv. Provisions for confiscating fraudulent identifications; and
  - v. Common mistakes made in verification.

## KG Collective Personnel and Background Check Policy

### <u>Intent</u>

To provide clear and concise instructions for KG Collective Brockton ("KG Collective") employees regarding Personnel Policies that are compliant with the regulations.

KG Collective is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

### <u>Purpose</u>

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant will all relevant regulations and laws.

### Personnel Records

KG Collective will maintain the following information in personnel records:

- 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- 2. A personnel record for each KG Collective agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with KG Collective and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action/performance issues; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours
- 4. Personnel policies and procedures; and
- 5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access

to the electronic records will only be allowed to KG Collective management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only KG Collective Management agents who require access. These records will be made available for inspection by the Commission upon request.

### KG Collective Agents

All KG Collective board members, directors, employees, executives, managers and volunteers will register with the Commission as an KG Collective Marijuana Establishment Agent ("KG Collective Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Retail Establishment related to the packaging, storage, testing, or dispensing of marijuana.

All KG Collective Agents shall:

- 1. Be 21 years of age or older;
- 2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
- 3. Be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

KG Collective will submit to the Commission an application for every KG Collective Agent, this application will include;

- 1. the full name, date of birth, and address of the individual;
- 2. all aliases used previously or currently in use by the individual, including maiden name, if any;
- 3. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- 4. an attestation that the individual will not engage in the diversion of Marijuana or Marijuana Products;
- 5. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense Marijuana in the Commonwealth;
- 6. background information, including, as applicable:
  - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
  - c. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
- 7. a nonrefundable application fee paid by the Marijuana Establishment with which the Marijuana Establishment Agent will be associated; and

8. any other information required by the Commission

The KG Collective Brockton CEO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom KG Collective seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

- 1. The CORI report obtained by the KG Collective will provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
- 2. The KG Collective collection, storage, dissemination and usage of any CORI report or background check information obtained for Marijuana Establishment Agent registrations will comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

KG Collective will notify the Commission no more than one business day after an KG Collective agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, KG Collective will renew each KG Collective Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an KG Collective Agent registration card, KG Collective will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

### **Background Checks**

KG Collective will comply with all Background Check requirements in the regulations and any other subregulatory guidance issued by the Commission.

- 1. **Application Process-** During the application process KG Collective will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1.;
  - b. Information for each individual identified in 935 CMR 500.101(1)(a)1. which shall include:
    - i. the individual's full legal name and any aliases;
    - ii. the individual's address;
    - iii. he individual's date of birth;
    - iv. a photocopy of the individual's driver's license or other government-issued identification card;
    - v. a CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
    - vi. authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission; and

- vii. any other authorization or disclosure deemed necessary by the Commission, for the purposes of conducting a background check.
- c. Relevant Background Check Information. All Persons and Entities Having Direct or Indirect Control, including those individuals and entities contributing 10% or more in the form of a loan, shall provide information detailing involvement in any of the following criminal, civil, or administrative matters:
  - a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - ii. a description and the relevant dates of any civil action under the laws of the Commonwealth, or an Other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
  - a description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adultuse purposes;
  - iv. a description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - v. a description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by an Other Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
  - vi. a description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
  - vii. any other information required by the Commission

KG Collective will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

 Background Checks not included in the Application Process- For all Marijuana Establishment Agent Registrations not included in the application process KG Collective will submit Marijuana Establishment Agent applications for all required individuals. KG Collective will perform is own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

### Equal Opportunity Employment Policy

It is the policy of KG Collective to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

KG Collective expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, KG Collective will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on KG Collective operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with KG Collective in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), KG Collective provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. KG Collective may require medical certification of both the disability and the need for accommodation. Keep in mind that KG Collective can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. KG Collective will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

### **Anti-Harassment and Sexual Harassment Policy**

KG Collective will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of KG Collective employees to perform their expected job duties will not be tolerated.

It is illegal and against KG Collective policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise

out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. KG Collective will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

KG Collective will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

KG Collective will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

### **Americans with Disability Act**

KG Collective strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. KG Collective judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. KG Collective will provide reasonable accommodations to any persons with disabilities who require them, who advise KG Collective of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

### **Drug/Alcohol Free Workplace**

KG Collective is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess,

sell, purchase or transfer illegal drugs at any time while on KG Collective premises or while using KG Collective vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

### **Employee Assistance Policy**

To help employees in circumstances where counseling services would be helpful, KG Collective will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

### **Employee Diversion of Marijuana**

If an KG Collective Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

### **Employee Handbook**

KG Collective will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with KG Collective. These subjects will include, but not me limited to;

- 1. KG Collective Mission and Vision
- 2. Organizational Structure
- 3. General Employment Policies
- 4. Employee Categories
- 5. Conflicts of Interest
- 6. Access to Personnel Files
- 7. Performance Evaluations
- 8. Hours of Work

- 9. Compensation
- 10. Benefits
- 11. Code of Conduct
- 12. Discipline
- 13. Training

# KG Collective Brockton Quality Control and Testing of Marijuana Products Policy and Procedure

This policy and procedure outlines the Quality Control and Testing of marijuana and marijuana products at our facility. This policy and procedure is compliant with both 935 CMR 500.000 ("the Regulations")

# Intent

To provide clear and concise instructions for KG Collective Brockton, LLC. employees who will be involved with product sampling or testing that are in compliance with The Regulations set forth by the State of Massachusetts.

Superb quality control and the testing of marijuana products are essential for the operation of the KG Collective Brockton marijuana establishments. KG Collective Brockton uses best industry practices when it comes to quality control and product testing, furthermore KG Collective Brockton will not produce or sell any marijuana product that is a potentially hazardous food (PHF) or time/temperature control for safety food (TCS food).

# I. General Requirements

**Quality Control**- Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with the Regulations, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments,* the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food,* and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine.* 

KG Collective Brockton will ensure that all of our marijuana products are tested in accordance with the Regulations.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

KG Collective Brockton will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

- 1. For a single serving of an Edible Marijuana Product, five milligrams (5.00 mg) of active tetrahydrocannabinol (THC);
- 2. In a single package of multiple Edible Marijuana Product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams (100.00mg) of active THC; and
- 3. The THC content must be homogenous, or evenly distributed throughout the Edible Marijuana

Product. A Retail Marijuana Product shall be considered to not be homogenous if 10% of the infused portion of the Marijuana Product contains more than 20% of the total THC contained within entire Marijuana Product.

KG Collective Brockton will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

**Testing of Marijuana Products-** KG Collective Brockton will ensure all marijuana products are tested as required by the Regulations. Our policy and procedure for sampling and testing are compliant with the Regulations and more specifically with the testing requirements outlined in 935 CMR 500.160 and the *"Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries"* and *"Protocol for sampling and analysis of for Massachusetts Registered Medical Marijuana Dispensaries"* and *"Protocol for sampling and analysis of Protocol for Sampling and Context Registered Medical Marijuana Dispensaries"* and *"Protocol for sampling and analysis of Protocol for Sampling and Context Registered Medical Marijuana Dispensaries"* and *"Protocol for Sampling and analysis of Protocol for Sampling and Context Registered Medical Marijuana Dispensaries"* and *"Protocol for Sampling and Context Registered Medical Marijuana Dispensaries"* and *"Protocol for Sampling and Context Registered Medical Marijuana Dispensaries"* and *"Protocol for Sampling and Context Registered Medical Marijuana Dispensaries."* 

KG Collective Brockton will not sell or otherwise market for adult use any marijuana product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. *Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.* 

### II. Laboratory Testing

All products sourced from other Licensed Marijuana Establishments will be tested in compliance with the regulations by the source Marijuana establishment. For quality assurance KG Collective Brockton will retain one of two Licensed Independent Testing Laboratories to test samples of the sourced products to ensure contaminant-free purity and correct dosage and potency. These labs, CDX Analytics and MCR Labs are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and are licensed by the Commission.

Required testing includes:

- 1. Cannabinoid Profile
- 2. Residual Solvents (if applicable)
- 3. Contaminants as specified by the Department/Commission including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals

- d. Plant-Growth Regulators and Pesticides
- e. Bacteria
- f. Fungi
- g. Mycotoxins.

This policy and procedure requires that:

- 1. KG Collective Brockton maintains these results of all testing for no less than one year.
- 2. All Marijuana products will be transported to and from the lab, by the lab in accordance with the KG Collective Brockton Transportation SOP and the Regulations, specifically 935 CMR 500.105(13).
- 3. KG Collective Brockton will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
- 4. KG Collective Brockton will arrange for testing to be conducted in accordance with the frequency required by the Regulations and sub-regulatory guidance.
- 5. Any and all excess marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to our facility for disposal or by the Independent Testing Laboratory disposing of it directly

# V. Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a KG Collective Brockton marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) KG Collective Brockton will:

- 1. Immediately segregate the production batch and evaluate next steps.
  - a. Using the flowchart titled "Actions in Response to Laboratory Analytical Results", the CEO or designee will determine whether to:
    - i. Retest the Production Batch
    - ii. Remediate the Production Batch
    - iii. Dispose of Production Batch
- 2. If the test result indicates has a contaminant level for Pesticides that are above the acceptable limits the Production Batch will be immediately disposed of.
- 3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
- 4. In the case of disposal under 1 and 2 above the KG Collective Brockton CEO will:
  - a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.

- b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- 5. In the case of any test result that indicates that a KG Collective Brockton marijuana product sample has contaminant levels above the acceptable limits, the CEO and COO will conduct an assessment of the source of the contamination.
  - a. This extensive assessment will include investigating all possible sources of contamination including source products and ingredients, environmental conditions and employee factors.
  - b. The assessment should include a corrective action plan and be shared as a training tool with all production and processing agents.

# VI. Quality Control- Sanitation Standard Operating Procedure (SSOP)

## **Facility**

The KG Collective Brockton Retail facility ("the facility") is designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

- 1. The walls, ceiling and floors of all storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - a. There is coving at base junctures that is compatible with both wall and floor coverings. The coving has a 1/4-inch radius and is at least 4" in height.
- 2. Our facility provides sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
- 3. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating marijuana products with clothing or personal contact.
- 4. Lighting and Light Fittings Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over production, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
  - b. Adequate lighting is installed in hand-washing areas, toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
  - c. Adequate safety lighting in all areas, as well as areas where equipment or utensils are cleaned

- 5. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition
- 6. Ventilation Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
  - a. Fans and other air-blowing equipment is operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
- 7. Hand-washing facilities are adequate and convenient and are furnished with running water at a suitable temperature.
  - a. Located in all areas and where good sanitary practices require employees to wash and sanitize their hands
  - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
- 8. The facility water supply comes from the City of Brockton and is sufficient for necessary operations.
- 9. The facilities plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - a. Plumbing properly conveys sewage and liquid disposable waste from the facility.
  - b. There is no cross-connections between the potable and wastewater lines;
- 10. The facility provided its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- 11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

# **Contamination Control**

- 1. All entrance and exit doors to the facility are self-closing and rodent proof;
  - a. Our mantrap doors help prevent insects and microbial contaminants from entering the building when doors are in use;
  - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside; and
  - c. KG Collective Brockton will engage the services of a licensed commercial pest control company to inspect and control any pest infiltration into the facility
- 2. Handling and storage of marijuana product or marijuana plant waste
  - a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in the vault.
    - i. This container is impervious and covered

- b. Regularly the contents of the "Marijuana Waste" container must be transported to another licensed marijuana establishment for destruction.
- 3. Handling and storage of non-marijuana waste.
  - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
    - i. Recyclable
    - ii. Organic
    - iii. Solid waste
  - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
- 4. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are stored

in an area away from production, processing and storage areas.

# **Sanitation**

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments;* and
- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
- 1. <u>Hand Washing</u>- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent;
  - a. Each handwashing sink provides hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
- 2. <u>Toilet Room</u>- A toilet room is available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels are provided for hand washing in toilet rooms.
- 3. <u>Cleaning and Sanitation</u>- All contact surfaces such as counters, storage areas, displays and other areas will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
  - a. Wash surface with recommended strength solution of detergent.
  - b. Rinse with water and wipe dry.
  - c. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
    - i. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds

d. Allow to air dry.

### **Personnel**

- 1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Brockton Board of Health.
  - b. KG Collective Brockton will voluntarily comply with any and all isolation and/or quarantine orders issued by the Brockton Board of Health or the Department of Public Health.
  - c. KG Collective Brockton Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
    - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
- 2. All KG Collective Brockton Agents shall conform to sanitary practices while on duty, including
  - a. Maintain adequate personal cleanliness:

### Grooming:

- i. Arrive at work clean clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - In the restroom after toilet use and when you return to your workstation.
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.

- After eating or drinking.
- Any other time an unsanitary task has been performed i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

### Proper Attire:

- i. Wear appropriate clothing clean uniform with sleeves and clean non-skid close-toed work shoes.
- ii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iii. Wear gloves when cleaning.
- iv. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

### Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

### Smoking, eating, and gum chewing:

- i. The KG Collective Brockton facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- Eat and drink in designated areas only. A closed beverage container may be used in the retail area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

### **Training**

KG Collective Brockton will provide training and training opportunities to all of its employees. In addition to required training, KG Collective Brockton will encourage advanced training to all employees in the areas of Quality Control and Sanitation.

# KG Collective Brockton Record Keeping Procedure

### Intent

KG Collective Brockton is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for KG Collective Brockton employees regarding Record Keeping that are in compliance with the Regulations

### Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

# Access to the Commission

KG Collective Brockton electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

#### Types of Records

The following records will be maintained and stored by KG Collective Brockton and available to the Commission upon request:

- 1. Operating procedures as required by 935 CMR 500.105(1)
  - a. Security measures in compliance with 935 CMR 500.110;
  - b. Employee security policies, including personal safety and crime prevention techniques;
  - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
  - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- I. A policy for the immediate dismissal of any marijuana establishment agent who has:
  - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- M. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- 2. Operating procedures as required by 935 CMR 500.120(12);

- Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
- b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
- c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
- f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- 3. Inventory records as required by 935 CMR 500.105(8); and
- 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - v. Documentation of periodic performance evaluations;

- vi. A record of any disciplinary action taken; and
- vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe work conditions;
- d. Personnel policies and procedures; and
- e. All background check reports obtained in accordance with 935 CMR 500.030
- 6. Business records, which shall include manual or computerized records of:
  - a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - d. Sales records including the quantity, form, and cost of marijuana products; and
  - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 7. Waste disposal records as required under 935 CMR 500.105(12); and
- 8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- 9. Responsible vendor training program compliance records.
- 10. Vehicle registration, inspection and insurance records.

All records kept and maintained by KG Collective Brockton will be securely held. Access to these records will only be accessible to those KG Collective Brockton Agents who require access as a part of their job duties.

# Maintaining Financial Records Policy and Procedure

## I. <u>Intent</u>

KG Collective Brockton is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for KG Collective Brockton employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

## II. <u>Purpose</u>

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

### III. <u>Policy</u>

All KG Collective Brockton financial records will be kept and maintained according to generally accepted accounting principles. Our CFO will be responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

- 1. All KG Collective Brockton financial/business records will be available for inspection to the Commission upon request.
- 2. KG Collective Brockton will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
  - a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - d. Sales records including the quantity, form, and cost of marijuana products; and
  - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records KG Collective Brockton will incorporate the following into our business operations;

- 1. KG Collective Brockton will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
- 2. KG Collective Brockton has and will maintain a banking relationship with Century Bank to provide banking services for our company.
- 3. KG Collective Brockton will use up to date financial software programs for all financial transactions.
- 4. KG Collective Brockton does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
- 5. On an annual basis KG Collective Brockton will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of KG Collective Brockton finances (books).
- 6. KG Collective Brockton will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
- 7. At the end of each business day a reconciliation audit will be done on each POS station by the Facility Manager or designee.
- 8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
- 9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
- 10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

### Access to the Commission

KG Collective Brockton electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

### Access to the Massachusetts Department of Revenue ("DOR")

KG Collective Brockton books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, KG Collective Brockton will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

### Point of Sale (POS) Systems

KG Collective Brockton will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 "*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*". The POS System will be approved by the Commission

- 1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, KG Collective Brockton will maintain the following records:
  - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- 2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
- 3. KG Collective Brockton will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:

- a. Internal sequential transaction numbers;
- b. Records of all POS terminal activity; and
- c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
- d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
- e. Any and all activity related to other operating modes available in the system, such as a training mode; and
- f. Any and all changes in the setup of the system.
- 4. KG Collective Brockton will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
  - a. KG Collective Brockton will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - b. KG Collective Brockton may utilize a sales recording module approved by the DOR.
  - c. KG Collective Brockton will not utilize software or other methods to manipulate or alter sales data.
  - d. KG Collective Brockton will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. KG Collective Brockton will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If KG Collective Brockton determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    - i. We will immediately disclose the information to the Commission;
    - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
  - e. KG Collective Brockton will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
  - f. KG Collective Brockton will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
  - g. KG Collective Brockton will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

# KG Collective Brockton Policy for Separating Recreational from Medical Operations

# **Not Applicable**

(KG Collective Brockton, LLC. is not a Medical Marijuana Treatment Center or existing RMD Applicant)

# KG Collective Brockton Qualifications and Training Policy and Procedure

### I. Intent

KG Collective Brockton is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for KG Collective Brockton employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

### II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

### III. Qualifications for a KG Collective Brockton Marijuana Establishment Agent

The minimum requirements to become a KG Collective Brockton Marijuana Establishment Agent ("KG Collective Brockton Agent") are outlined below. All KG Collective Brockton board members, directors, employees, executives, managers or volunteers will register with the Commission as a KG Collective Brockton Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All KG Collective Brockton Agents must;

- 1. Be 21 years of age or older;
- 2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
- 3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802

KG Collective Brockton will develop a job description for all positions with the company. While all KG Collective Brockton Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

### IV. Required Training for KG Collective Brockton Agents

Pursuant to 935 CMR 500.105(2)(a) KG Collective Brockton will ensure all KG Collective Brockton Agents complete training prior to preforming job functions. Training will be tailored to the role and responsibilities of the job function.

- KG Collective Brockton will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.
- 2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - a. Code of Conduct;
  - b. Marijuana Regulations;
  - c. Security and Safety;
  - d. Emergency Procedures/Disaster Plan;
  - e. Diversion of Marijuana;
  - f. Terminatable Offences;
  - g. Confidential Information;
  - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
    - i. Alcohol, smoke and drug-free workplace;
    - ii. Equal Employment Policy;
    - iii. Anti-Harassment and Sexual Harassment Policy;
    - iv. Americans with Disability Act;
    - v. Employee Assistance Policy; and
    - vi. Diversity Plan
  - 3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
  - 4. All KG Collective Brockton Agents will receive a minimum of 8 hours of training annually.
  - 5. KG Collective Brockton will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retrained by KG Collective Brockton for at least one year after agents' termination.
  - 6. Within 90 days of hire, KG Collective Brockton will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor."

- a. After the responsible vendor designation is applied each KG Collective Brockton owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
- b. KG Collective Brockton will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
- 7. All KG Collective Brockton Agents responsible for tracking and entering product into the Seed-tosale SOR (Metrc) will receive training in a form and manner determined by the Commission.
- 8. All retail employees will be trained on:
  - a. Safety and Security;
  - b. Disaster plan;
  - c. Privacy;
  - d. Cash handling;
  - e. Diversion prevention and prevention of sales to minors, including best practices;
  - f. Compliance with all tracking requirements;
  - g. Acceptable forms of identification. Training shall include:
  - h. How to check identification;
  - i. Spotting false identification; and
  - j. Common mistakes made in verification

# KG Collective Brockton Diversity Plan

### **General Requirements**

As a certified economic empowerment applicant **[certification # EEA201959].** The KG Collective Brockton ownership and management team is made up of individuals from Black, African American, Hispanic or Latino descent and have articulable demonstration of past experience in or business practices that promote diversity and equity.

KG Collective Brockton will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

Any actions taken, or programs instituted, by KG Collective Brockton will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

### <u>Intent</u>

KG Collective Brockton management team is committed to fostering a diverse and equitable workplace.

### Plan Populations

We are committed to providing economic opportunities and involvement in the cannabis industry to the following demographics:

- Minorities;
- Women;
- Veterans;
- People with disabilities; and
- People who are LBGTQ+

### <u>Goals</u>

1. Goal 1. Provide jobs in the legal cannabis industry to previously underrepresented populations

Our goal is that 50% of KG Collective Brockton Agents are Woman and 60% of KG Collective Brockton Agents will be minorities, 5% will be veterans, 5% will be people with disabilities and 5% will be people who are LBGTQ+.

2. Goal 2. Provide Skills, Education and Training to diverse individuals who have previously been underrepresented in the legal marijuana industry

Our goal is to provide 20 hours of free training and educational seminars to individuals who meet the criteria outlined in our Plan Populations. These seminars will be focused on operating or working in the legal marijuana industry.

## **Employment Program**

Expanding opportunities for gainful employment is a key driver in helping previously underrepresented populations enter and benefit from the industry. Quality jobs that pay above minimum wage and offer benefits assists individuals in benefiting from this new industry. This program includes:

- 1. Hiring Preference will be given to individuals who meet the Program Populations outlined above.
  - a. Our first job postings will be placed within 30 days of receiving our Post Provisional License Inspection approval from the Commission.
- 2. We will host at least 2 job fairs that will be held in diverse communities. One will be held in Boston and the second will be held in Brockton.
  - a. These job fairs will be held within 30 days of receiving our Post Provisional License Inspection approval from the Commission.
- 3. Additionally, we will post all job postings and advertise our job fairs on our website and other social media pages including, Facebook, Twitter and LinkedIn.
- 4. All job postings and job fair advertisements will clearly outline our diversity hiring preference and encourage women, minorities, veterans, people with disabilities and/or people who are LBGTQ+ to apply.
- 5. Additional programs to attract Minorites, Women and LBQTQ+ applicants include:
  - a. **Minorities:** Our cannabis industry jobs, skills education training and networking programming hosted through our affiliated business, Kush Groove Clothing, are a natural pipeline for community networking, job recruitment, and hiring. KG Collective Brockton management will continue this programming as a means of hiring and recruiting for its retaillocation. Hiring events and outreach will take place at both Kush Groove Clothing Boston and Rockland locations, serving adults in Roxbury, (targeting hiring in Boston) and Rockland (targeting Brockton)
  - b. **Women:** Modeled after a unique hiring program piloted by Latin American restaurant chain, Crepes & Waffles that reports 96% of staff are women, KG Collective Brockton management team plans to prioritize hiring for single mothers, primarily those living in proximity to the business operation and/or in public housing. The program model has been billed as a model of women's economic empowerment in the private sector in Latin America.
  - c. **LGBQT+:** Edge Media Boston, one of Boston's leading LGBTQ online media destinations, is our leading partner for dedicated job outreach reaching Boston's LBGTQ community. KG Collective Brockton management will procure annual advertising space on the company website. KG Collective Brockton has advertised with Edge Media Boston in early 2019.

## **Skills Education and Training Program**

Providing skills, education and training to individuals looking to enter the legal marijuana industry as an operator or employee provides them with knowledge that can give them a head start in the industry. KG Collective Brockton will provide at least 20 hours of training and educational workshops/seminars to individuals who meet the Plan Populations outlined above. These workshops/seminars will cover such topics as: Retail Marijuana Operations, Regulatory Compliance in the Cannabis Industry, Applying for Cannabis Licenses, Business Plan Development and other related topics.

These free workshops/seminars will be held in two locations, one in Brockton and the other in Boston and will target women, minorities, veterans, people with disabilities and/or people who are LBGTQ+ to attend.

We will advertise these seminars on our website and other social media pages including, Facebook, Twitter, LinkedIn, Eventbrite and Meetup.

Our first 2-hour seminar will take place within 45 days of our receipt of Provisional License. We will hold seminars monthly at both locations.

### Measurement and Accountability

KG Collective Brockton will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our goals. We will produce a full report annually which outlines this plan, data collected, whether the goals have been met and if any changes are necessary. Quarterly, our management team will meet to discuss the report and make any necessary adjustments.

60 days prior to our license renewal, and annually thereafter, we will produce a comprehensive report on our Goals and Programs which will outline the metrics for each program and whether we have met our goals. We acknowledge that progress or success of this plan, in its entirety, is required to be documented annually upon renewal and that renewal occurs one year from provisional licensure whether or not we have a final license.

This report will be made available to the Commission and will include the following data:

- 1. Number and percentage of employees hired, retained, or promoted that meet the criteria of the Plan Populations.
- 2. The demographics of all employees, applicants, new hires and promotions;
- 3. Recruitment and hiring data including job postings, advertising, sourcing of candidates, offers of employment, and actual hires;
- 4. Data on all job fairs help by KG Collective Brockton including the number, locations, and the number of applicants generated.
- 5. A comprehensive report on our Skills Education and Training Program which will include the number of workshops/seminars help by KG Collective Brockton, the number of hours, times, locations, topics, presenters and attendance;