Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284796

Original Issued Date: 04/11/2024

Issued Date: 08/14/2025

Expiration Date: 08/14/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Porter Square Remedies LLC

Phone Number: 978-770-8163 **Email Address:** portersqremedies@gmail.com

Business Address 1: 1908 Massachusetts Avenue **Business Address 2:**

Business City: Cambridge **Business State:** MA **Business Zip Code:** 02140

Mailing Address 1: 2408 Princeton Way **Mailing Address 2:**

Mailing City: Westford **Mailing State:** MA **Mailing Zip Code:** 01886

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

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: 100 **Percentage Of Control:** 51

Role: Owner / Partner **Other Role:**

First Name: Laxmi **Last Name:** Pradhan **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity: Nepalese

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 49 **Percentage of Ownership:**

Entity Legal Name: Cambridge Gardens LLC **Entity DBA:** **DBA City:**

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: Cambridge Gardens is the fundraising and funding mechanism for the development of the real estate where the dispensary will be located. Cambridge Gardens will also provide funds for all other pre-operational expenses. It will also manage operations through a management agreement.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Cambridge Gardens LLC **Entity DBA:**

Email: cgmgmt1908@gmail.com **Phone:** 310-437-9979

Address 1: 252 West Longden Avenue **Address 2:**

City: Arcadia **State:** CA **Zip Code:** 91007

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $1024000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Laxmi **Last Name:** Pradhan **Suffix:**

Marijuana Establishment Name: Union Leaf **Business Type:** Marijuana Retailer

Marijuana Establishment City: Somerville **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1908 Massachusetts Avenue

Establishment Address 2:

Establishment City: Cambridge **Establishment Zip Code:** 02140

Approximate square footage of the establishment: 1550 **How many abutters does this property have?:** 235

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Porter Square Remedies LLC - Certification Form.pdf	pdf	636153caa311610008b2b128	11/01/2022
Community Outreach Meeting Documentation	1908 Mass Ave Certified Abutters List REDACTED.pdf	pdf	63766ee1a0fd020008bd324c	11/17/2022
Community Outreach Meeting Documentation	C Legal Notice submitted.pdf	pdf	63766ee9522535000828b0ba	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1316.pdf	pdf	63766f00a0fd020008bd32d3	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1317.pdf	pdf	63766f08a0fd020008bd3361	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1314.pdf	pdf	63766f16a0fd020008bd33fd	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1315.pdf	pdf	63766f1f522535000828b170	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1320.pdf	pdf	63766f29522535000828b1d6	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1321.pdf	pdf	63766f33522535000828b27d	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1324.pdf	pdf	63766f40a0fd020008bd342a	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1325.pdf	pdf	63766f4d522535000828b2cf	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1326.pdf	pdf	63766f56522535000828b2e3	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1327.pdf	pdf	63766f61522535000828b2f7	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1328.pdf	pdf	63766f6b522535000828b326	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1329.pdf	pdf	63766f7952253500828b34a	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1330.pdf	pdf	63766f83a0fd020008bd3495	11/17/2022
Community Outreach Meeting Documentation	C Abutters envelopes IMG_1331.pdf	pdf	63766f8b522535000828b3ce	11/17/2022
Community Outreach Meeting Documentation	C Abutters Envelopes IMG_1332.pdf	pdf	63766fc9522535000828b415	11/17/2022
Plan to Remain Compliant with Local Zoning	9 Plan to Remain Compliant with Local Zoning 110822.pdf	pdf	63766ff1a0fd020008bd35ce	11/17/2022

Community Outreach Meeting Documentation	COM Packet Attachment A REV.pdf	pdf	644940580dd43c00070e4082	04/26/2023
Community Outreach Meeting Documentation	Updated COM documentation 071123.pdf	pdf	64adc43ee317fe0008de9e15	07/11/2023
Executed HCA	Porter Square Remedies_new City of Cambridge HCA - signed HCA.pdf	pdf	682b861c6cf3645b62fc2c0d	05/19/2025
Plan to Remain Compliant with Local Zoning	2025-06-19 PSR LLC - Updated Plan to Remain Compliant.pdf	pdf	6854192d09aba19a8bd1dada	06/19/2025

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PSR Positive Impact Plan - revised .pdf	pdf	64addd66cabc87000711bd73	07/11/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Laxmi **Last Name:** Pradhan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Cambridge Gardens LLC **Entity DBA:**

Entity Description: Funding and development vehicle

Phone: 978-770-8163 **Email:** cgmgmt1908@gmail.com

Primary Business Address 1: 252 W Longden Ave **Primary Business Address 2:**

Primary Business City: Arcadia **Primary Business State:** CA **Principal Business Zip Code:** 91007

Additional Information: Cambridge Gardens LLC is a funding and development vehicle for Porter Square Remedies. Cambridge Gardens's funds will be used to build out and develop Porter Square Remedies' retail store. Cambridge Gardens will enter into a Managed Services Agreement with the Applicant, whereby the Applicant will, once operational, follow Cambridge Gardens' SOPs and will remit a portion of its profits to Cambridge Gardens.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	PSR Certificate of	pdf	6379044e52253500082b9b28	11/19/2022

	Organization.pdf			
Department of Revenue - Certificate of Good standing	012723 good Standing DOR.pdf	pdf	6407736a3a44570008a7cac3	03/07/2023
DUA attestation if no employees	031723 DUA Good Standing Exemption.pdf	pdf	641cd91c50e43b00083b8bfc	03/23/2023
Secretary of Commonwealth - Certificate of Good Standing	PSR Good Standing.pdf	pdf	64494a050dd43c00070e6293	04/26/2023
Bylaws	PSR Operating Agreement.pdf	pdf	64b7dfdecabc87000719a04c	07/19/2023

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUIA CERTIFICATE 2025.pdf	pdf	67ffe263d80aaa0db44fead7	04/16/2025
Department of Revenue - Certificate of Good standing	DOR Porter.pdf	pdf	67ffe268d80aaa0db44feaeb	04/16/2025
Secretary of Commonwealth - Certificate of Good Standing	2025-07-08 Porter Square Remedies LLC - Cert of Good Standing SOC.jpg	jpeg	686da386e57fbdf593026f5a	07/08/2025
Department of Revenue - Certificate of Good standing	2025-07-08 PSR LLC - Note re DOR Registration.pdf	pdf	686da46ae57fbdf59302708d	07/08/2025
Department of Revenue - Certificate of Good standing	2025-07-08 Porter Square Remedies LLC - Correspondence re DOR Certificate.pdf	pdf	686da46ee57fbdf5930270a1	07/08/2025
Department of Revenue - Certificate of Good standing	2025-07-14 PSR LLC - Additional Correspondence re DOR Status.pdf	pdf	687540c7d82325fae4099db7	07/14/2025

Massachusetts Business Identification Number: 001382536

Doing-Business-As Name: CannaDeli

DBA Registration City: Cambridge

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	112022 Plan to Obtain Insurance REV.pdf	pdf	63d3fc18a6f09f000861eb8f	01/27/2023
Business Plan	BUSINESS PLAN_Redacted REV.pdf	pdf	63d3fd22a8e2750007118b09	01/27/2023
Proposed Timeline	CCC Project Timeline.png	png	64077b46d523e300086a7335	03/07/2023
Proposed Timeline	2025-04-16 Porter Square Remedies LLC - Projected Timeline (2025).pdf	pdf	67ffe2fb3b8f2e45c6f155ef	04/16/2025
Capitalization Table	2025-06-19 PSR LLC - Capitalization Table Disclosure.pdf	pdf	6854181409aba19a8bd1d93b	06/19/2025
Operating Agreement or Articles of Incorporation	PSR Operating Agreement.pdf	pdf	68541816579f40c1438c7fea	06/19/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	2 PSR_Plan for Restricting Access to Ages 21 and Older.pdf	pdf	637abe5752253500082c074d	11/20/2022
Security plan	3 PSR_Security Plan.pdf	pdf	637abe5fa0fd020008c085b1	11/20/2022
Prevention of diversion	4 PSR_Prevention of Diversion.pdf	pdf	637abe6ca0fd020008c085c8	11/20/2022
Storage of marijuana	5 Porter Square Remedies_Storage of Marijuana.pdf	pdf	637abe77a0fd020008c085dc	11/20/2022
Transportation of marijuana	6 PSR_Transportation of Marijuana.pdf	pdf	637abe82a0fd020008c085f0	11/20/2022
Inventory procedures	7 PSR_Inventory Procedures.pdf	pdf	637abe8ba0fd020008c08604	11/20/2022
Quality control and testing	8 PSR_Quality Control and Testing.pdf	pdf	637abe94a0fd020008c0861b	11/20/2022
Personnel policies including background checks	10 PSR_Personnel Policies Including Background Checks rev.pdf	pdf	637abea552253500082c0781	11/20/2022
Qualifications and training	14 PSR_Qualifications and Training Materials.pdf	pdf	637abed752253500082c07d4	11/20/2022
Energy Compliance Plan	15 Energy Compliance Plan.pdf	pdf	637abee052253500082c07eb	11/20/2022
Security plan	3 PSR_Security Plan REV.pdf	pdf	6408d2ce3a44570008a9699e	03/08/2023
Record Keeping procedures	11 PSR_Recordkeeping Procedures REV.pdf	pdf	640a31703a44570008ab0f54	03/09/2023
Maintaining of financial records	12 PSR_Maintaining of Financial Records REV.pdf	pdf	640a33323a44570008ab1777	03/09/2023
Plan for obtaining marijuana or marijuana products	1 PSR_Plan for Obtaining Marijuana or Marijuana Products REV.pdf	pdf	640a33aa3a44570008ab19cd	03/09/2023
Diversity plan	13 Diversity Plan REV.pdf	pdf	640a8705d523e300086e2d0c	03/09/2023
Dispensing procedures	07212023 Dispensing Procedure rev copy.pdf	pdf	64bae325e317fe0008ead5f2	07/21/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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.: I 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.: I 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.: I Agree

Notification:

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.: I 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.: I Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: See attached.

Diversity Progress or Success 2

Description of Progress or Success: See attached.

Diversity Progress or Success 3

Description of Progress or Success: See attached.

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 11:00 PM
Tuesday From: 10:00 AM	**Tuesday To:** 11:00 PM
Wednesday From: 10:00 AM	**Wednesday To:** 11:00 PM
Thursday From: 10:00 AM	**Thursday To:** 11:00 PM
Friday From: 10:00 AM	**Friday To:** 11:00 PM
Saturday From: 10:00 AM	**Saturday To:** 11:00 PM
Sunday From: 10:00 AM	**Sunday To:** 11:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

   Porter Square Remedies LLC

2. Name of applicant's authorized representative:

   Laxmi Pradhan, Manager

3. Signature of applicant's authorized representative:

   Laxmi Pradhan

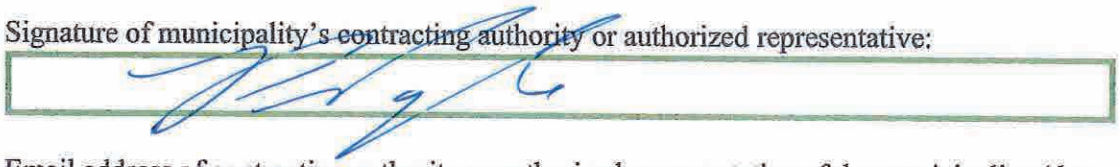
4. Name of municipality:

   City of Cambridge

5. Name of municipality's contracting authority or authorized representative:

   Louis A. DePasquale, City Manager

6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality *(this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).)*:

Citymanager@cambridgema.gov

8. Host community agreement execution date:

April 5, 2022

Attachment C

CITY OF CAMBRIDGE
ASSESSING DEPARTMENT
795 MASS. AVE., CAMBRIDGE, MA 02139
Tel.: 617-349-4343 Fax: 617-349-4357

Gayle Willett
Director of Assessment

Andrew J. Johnson
Deputy Director

Walter H. Pennell
Assessor

Date: October 18, 2022

Certified List of Abutters

From: Cambridge Board of Assessors

Location: 1908 Massachusetts Ave

This is to certify that the names and addresses for the map and lot numbers stated on the attached list are correct according to the most current records in the Assessor's Office. Owners listed as of January 1, 2022.

Sincerely,

Gayle Willett

Gayle Willett
Assessor

Attachment C

83/ / 1/ /
NAVEO CREDIT UNION
493 SOMERVILLE AVE
SOMERVILLE, MA 02143

83/ / 5/ /
CERQUEIRA, JOSE B. & MARIA P. SO
16 SPRINGFIELD ST
CAMBRIDGE, MA 02139

83/ / 6/ /
FERNANDES, FERNANDO M.
90 NORWICH CIR
MEDFORD, MA 02155

83/ / 7/ /
WEINMAN PROPERTIES,LLC
281 WABAN AVE
WABAN, MA 02468

83/ / 8/ /
225-227 BANYAN TREE REALTY LLC
225 HAMPSHIRE ST
CAMBRIDGE, MA 02139

83/ / 11/ /
LUBAVITCH OF CAMBRIDGE INC
38 BANKS ST
CAMBRIDGE, MA 02138

83/ / 15/ /
DOO SPRINGFIELD ASSOCIATES LLC.
101 INMAN ST
CAMBRIDGE, MA 02139

83/ / 98/ /
PACHECO, ALVARO M.
1335 CAMBRIDGE STREET
CAMBRIDGE, MA 02140

83/ / 63/ /
GOLDFINE, SETH

,

83/ / 63/ 6/
PHILIPPON, VALERIE, TRUSTEE
THE VALERIE PHILIPPON LIVING TRU
6 OAK ST
CAMBRIDGE, MA 02139

83/ / 63/ 8/
GOLDFINE, SETH
8 OAK STREET
CAMBRIDGE, MA 02139-1995

83/ / 63/ 10/
LESATELE, ELLA & TALANOA LESATEL
10 OAK ST
CAMBRIDGE, MA 02139

83/ / 63/ 12/
SLEMENDA, JANET M.
12 OAK STREET
CAMBRIDGE, MA 02139-1995

83/ / 92/ /
KEANE, ROBERT E., TR. 237 INMAN
229-241 HAMPSHIRE ST

CAMBRIDGE , MA 02139

83/ / 92/ 1/
CAMBRIDGE PUBLIC HEALTH
COMMISSI
D/B/A CAMBRIDGE HEALTH ALLIANCE
ATTN: MR. TOM LESLIE
1493 CAMBRIDGE ST
CAMBRIDGE, MA 02139

83/ / 92/ 2/
KEANE, KATHLEEN M. & ROBERT E. K
21 NASSAU DR
WINCHESTER, MA 01890

83/ / 92/ 3/
CAMBRIDGE HEALTH ALLIANCE
229 HAMPSHIRE ST
CAMBRIDGE, MA 02139

83/ / 93/ /
WOLF, GERALD H., TRUSTEE OF
1369 REALTY TRUST
106 BROOKS STREET
MEDFORD, MA 02155

83/ / 94/ /
COMMONWEALTH PROPERTY FUND,
LLC.
187 FAYERWEATHER ST
CAMBRIDGE, MA 02138

83/ / 95/ /
1357-1359 CAMBRIDGE STREET HOLDI
1357 CAMBRIDGE ST
CAMBRIDGE, MA 02139

83/ / 96/ /
AHARON, GILL &
CAROLINE LOGAN
1353 CAMBRIDGE ST
CAMBRIDGE, MA 02139

83/ / 97/ /
7-9 SPRINGFIELD ST LLC
93 BROADWAY
SOMERVILLE, MA 02145

84/ / 1/ /
MITCHELL, CHESTER D. &
ROBERT M. WHEELER
1334 CAMBRIDGE ST
CAMBRIDGE, MA 02139-3301

84/ / 91/ /
MITCHELL, DORIS L., CHESTER D. M
& GARY J. MITCHELL TRS.
1334 CAMBRIDGE ST
CAMBRIDGE, MA 02139

84/ / 97/ /
EAST CAMBRIDGE SAVINGS BANK
292 CAMBRIDGE ST
CAMBRIDGE, MA 02141

84/ / 98/ /
SEEGER, JEREMY
148 OAKLEY RD.
BELMONT, MA 02478

110/ / 12/ /
114 INMAN, LLC.
ONE WELLS AVE. SUITE 527
NEWTON, MA 02459

110/ / 14/ /
JFRET 120 INMAN STREET, LLC
ATTN: ANTHONY JORGE
31 OVERLOOK DRIVE
CHELMSFORD, MA 01824

110/ / 15/ /
CORREIA, DIANE F.
A LIFE ESTATE
122 INMAN ST
CAMBRIDGE, MA 02139

110/ / 16/ /
126 INMAN LLC,
7 MARSH ST.
BELMONT, MA 02474

110/ / 17/ /
212 HAMPSHIRE ST LLC,
8 CURTIS ST
SOMERVILLE, MA 02144

110/ / 18/ /
RIGGINS HOLDINGS LLC
40 RICHARDSON DR
NEEDHAM, MA 02492

110/ / 19/ /
PAVAO, NELSON V. & PAULINE P. PA
50 GOSS AVE.
MELROSE, MA 02176

110/ / 21/ /
RIGGINS HOLDINGS LLC
40 RICHARDSON DR
NEEDHAM, MA 02492

110/ / 22/ /
TSAI, WAI-NEE, AI CHEN TSAI,
SHIH CHU WU & CHANG SHIUEI FENG
155 AMORY STREET
CAMBRIDGE, MA 02139-1229

110/ / 23/ /
SPINOSA, CARLO R.,
& MARY L. SPINOSA
153 AMORY ST.
CAMBRIDGE, MA 02139

110/ / 24/ /
LYMAN, MELA & MOLLIE LYMAN
147 AMORY ST
CAMBRIDGE, MA 02139

110/ / 25/ /
PIRES, MARIA H. & CELESTINO PIRE
135 AMORY ST
CAMBRIDGE, MA 02139-1229

110/ / 26/ /
PIRES, MARIA & CELESTINO PIRES
TRUSTEE, THE M.G. REALTY TRUST
135 AMORY ST
CAMBRIDGE, MA 02139

110/ / 75/ /
JANE DLORAH, LLC.
66 BEAVER POND ROAD
LINCOLN, MA 01773

110/ / 93/ /
COSTA, LUIZ D. & LUIZ SANTOS COS
THE COSTA FAMILY REV TRUST
21-23 JOHNSON RD
ARLINGTON , MA 02474

110/ / 98/ /
CADET, S. VICTOR
& RITA L. CADET
123 INMAN ST
CAMBRIDGE, MA 02139-1207

110/ / 100/ /
BRAUDE, JAMES & KRISTINE RONDEAU
108 INMAN ST
CAMBRIDGE, MA 02139

110/ / 101/ /
CHIARA JILL
,

110/ / 101/ 1/
ROSENBERG, AARON &
LYDIA CARMICHAEL
108.5 INMAN ST UNIT #1
CAMBRIDGE, MA 02139

110/ / 101/ 2/
ROMERO, HERNAN & TERRI J. XIAO
73 ATHELSTANE RD
NEWTON, MA 02459

110/ / 101/ 3/
WICHERS, CHRISTINE & THOMAS E. K
108 1/2 INMAN ST. UNIT#3
CAMBRIDGE, MA 02139

110/ / 113/ /
ZARA, CATALIN & AMALIA C. ZARA
112 INMAN ST
CAMBRIDGE, MA 02139

110/ / 114/ /
CUSUMANO, MICHAEL A.
112A INMAN ST.
CAMBRIDGE, MA 02139

110/ / 115/ /
MIAW, DENNIS
112B INMAN ST
CAMBRIDGE, MA 02139

110/ / 116/ /
KARAGUEUZIAN, VAHE &
ANAHID MIKIRDITSIAN
112C INMAN ST
CAMBRIDGE, MA 02139

110/ / 117/ /
RHOADS, JOHN G. & SUSAN S. BEAN
112 D INMAN STREET
CAMBRIDGE, MA 02139

110/ / 118/ /
BARRETT, LINDY &
KONRAD HOCHEDLINGER
110C INMAN ST
CAMBRIDGE, MA 02139

110/ / 119/ /
BROADNAX, WALTER D. AND
ANGEL W. BROADNAX
137 AVRIEL DRIVE,
FAYETTEVILLE , NY 13066

110/ / 120/ /
REESE, DAVID & ALLISON REESE
110A INMAN ST
CAMBRIDGE, MA 02139

110/ / 121/ /
POBURKO NICHOLAS & MARY JO MAHL
NICHOLAS POBUKO & MARY JO LIVING
110 INMAN ST
CAMBRIDGE, MA 02139

110/ / 122/ /
COSTA, LUIZ D.
LUIZ SANTOS COSTA
21-23 JOHNSON RD
ARLINGTON , MA 02474

110/ / 123/ /
CREIGHTTON, JAMES
MICHELLE PROBERT
54 GLENWOOD HILL RD
BRUNSWICK , ME 04011

110/ / 124/ /
JFRET 118 INMAN STREET LLC
31 OVERLOOK DR
CHELMSFORD, MA 01824

111/ / 28/ /
IANELLI, JOSEPH J. &
NINA R. IANELLI, TRS.
OF JACI REALTY TRUST
80 PARK AVE.
CAMBRIDGE, MA 02138

111/ / 30/ /
CAMBRIDGE CITY OF
COMM DEV
57 INMAN ST
CAMBRIDGE, MA 02139

111/ / 31/ 240/1/
ZHOU, JIANHUA &
ZHAOHUI SHAO
10 FRANCIS ST
BROOKLINE, MA 02446

111/ / 31/ 242/2/
CAMBRIDGE AFFORDABLE HOUSING
COR
C/O CAMBRIDGE HOUSING AUTHORITY
362 GREEN ST
CAMBRIDGE, MA 02139

111/ / 31/ 242/3/
MANDEL, DEBRA H TRS
THE DEBRA H MANDEL LIVING TR
242 HAMPSHIRE ST
APT 3
CAMBRIDGE, MA 02139

111/ / 31/ 244/1/
CHA RAD PROPERTIES LLC
362 GREEN ST
CAMBRIDGE, MA 02139

111/ / 31/ 246/2/
BELOPOLSKY, ILYA & ARIELLA BELOP
246 HAMPSHIRE ST., #246/2
CAMBRIDGE, MA 02139

111/ / 31/ 246/3/
SIGEL, ADAM & SARA SIGEL
246 HAMPSHIRE ST. UNIT 3
CAMBRIDGE, MA 02139

111/ / 31/ 248/2/
SECOR DANIEL J
248 HAMPSHIRE ST UNIT 2
CAMBRIDGE, MA 02139

111/ / 31/ 248/3/
TEZER CEREN
248 HAMPSHIRE ST
UNIT 3
CAMBRIDGE, MA 02139

111/ / 31/ 250/1/
SMITH, WILLIAM E. & DEBORAH L. S
TRUSTEES OF THE SMITH FAMILY IRR
250 HAMPSHIRE ST, UNIT #1
CAMBRIDGE, MA 02139

111/ / 31/ 252/1/
PRICE, MATTHEW, TRUSTEE
THE JUDITH PRICE IRREV TRUST
21 HELDUN ST., #1
WEST ROXBURY, MA 02132

111/ / 31/ 254/2/
NOYER, CHRISTOPHER M. & SHANNON
61 ELM ST
SOMERVILLE, MA 02144

111/ / 31/ 256/2/
BUDMAN, LUCY J. & CATHERINE A. C
301 ALLSTON ST., #6
CAMBRIDGE, MA 02139

111/ / 31/ 256/3/
PENG, FEI &
JIN CHEN
256 HAMPSHIRE ST UNIT #256/3
CAMBRIDGE, MA 02139

111/ / 31/ 258/1/
LEE, CHIHMING WANG
C/O GROVER TAYLOR
69 PARTRIDGE AVENUE #2
SOMERVILLE, MA 02145

111/ / 31/ 258/3/
SARNI, GAIL
107 GREENWOOD ST
WAKEFIELD, MA 01880

114A/ / 15/ /
ZARZYCKI, ANDREZ &
MALGORZATA STARUK-ZARZYCKI
78-80 FAYETTE ST
CAMBRIDGE, MA 02139

114A/ / 16/ /
STEG, ALBERT L.

,

114A/ / 16/ 1/
CARREIRO, MANUEL V.
& MARIA L. CARREIRO
1 TAUNTON ST
SOMERVILLE, MA 02143

114A/ / 16/ 2/
FAYAD, DONNA, TRUSTEE
THE DONNA FAYAD REALTY TRUST
50 BARTON DR
SUDBURY, MA 01776

114A/ / 16/ 3/
DESAI ADITYA
SHETH LABDHI
1426 CAMBRIDGE ST UNIT 3
CAMBRIDGE, MA 02141

114A/ / 17/ /
FIRST UNITED PRESBYTERIAN CHURCH
OF CAMBRIDGE
P.O BX 398089
CAMBRIDGE, MA 02139

114A/ / 19/ /
FOSS, DAVID W. & LISE W. FOSS

,

114A/ / 19/ A/
KIM, LARRY E.
135 ANTRIM ST., UNIT #A
CAMBRIDGE, MA 02139

114A/ / 19/ B/
FLIPPO, RONA F.
135 ANTRIM ST., UNIT B
CAMBRIDGE, MA 02139

114A/ / 19/ C/
GRAHAM SARA HEEKIN
135 ANTRIM ST
UNIT C
CAMBRIDGE, MA 02139

114A/ / 57/ /
FIRST REFORMED PRESBYTERIAN
CHUR
OF CAMBRIDGE
106 ANTRIM STREET
CAMBRIDGE, MA 02139

114A/ / 58/ /
LAUFFENBURGER, DOUGLAS A. &
LINDA G. GRIFFITH, TR. 110 ANTRI
110 ANTRIM ST
CAMBRIDGE, MA 02138-1102

114A/ / 60/ /
SHAIKH, RASHID
SHARON DEVOS, TRS
118 ANTRIM ST
CAMBRIDGE, MA

114A/ / 61/ /
MOORE, RICHARD C. JR.&ELIZABETH
THE 124 ANTRIM STREET REALTY TRU
124 ANTRIM ST
CAMBRIDGE, MA 02139-1102

114A/ / 62/ /
JAFFE, JACOB D. & IRIS Z. JAFFE
130 ANTRIM ST
CAMBRIDGE, MA 02139

114A/ / 63/ /
ARIELY, DAN & SUMEDHA
132 ANTRIM ST
CAMBRIDGE, MA 02139

114A/ / 64/ /
138 ANTRIM STREET LLC
1346 LAKEVIEW DRIVE
SOUTHLAKE, TX 76092

114A/ / 66/ /
1400 CAMBRIDGE REALTY LLC
1540 CAMBRIDGE ST
CAMBRIDGE, MA 02139

114A/ / 67/ /
CAMBRIDGE CITY OF
FIRE DEPT
491 BROADWAY
CAMBRIDGE, MA 02138

114A/ / 68/ /
ROTHMAN, STUART J., LEWIS H. ROB
ALEX M. STEINBERGH, & NIEN-HSI H
C/O NASIM G. MEMON
135 INMAN STREET #2
CAMBRIDGE, MA 02139

114A/ / 71/ /
KORN, CHARLES H. M.
KAREN E.H. KORN
113 INMAN ST
CAMBRIDGE, MA 02139

114A/ / 72/ /
A
A
A
A, A A

114A/ / 72/ A/
JANES, STEPHANIE & KENNETH W. PE
111 1/2 INMAN ST., #A
CAMBRIDGE, MA 02139

114A/ / 72/ B/
PAGE, STEPHANIE C.
111 1/2 INMAN ST., #B
CAMBRIDGE, MA 02139

114A/ / 72/ C/
SCHEINER, DAVID
111 1/2 INMAN ST.,UNIT C
CAMBRIDGE, MA 02139

114A/ / 73/ /
MCDERMOTT, THOMAS M.
111 INMAN ST
CAMBRIDGE, MA 0-2139

114A/ / 73/ A/
GALLANT, BETAR
111 INMAN ST., #A
CAMBRIDGE, MA 02139

114A/ / 73/ B/
BURKE, JANE S. & CARRIE R. BURKE
111 INMAN ST. UNIT B
CAMBRIDGE, MA 02139

114A/ / 73/ C/
DARWIN, STEVEN T. & ISABEL B. DA
111 INMAN STREET, UNIT C
CAMBRIDGE, MA 02139

114A/ / 74/ /
INMAN DEVELOPMENT LLC,
45 SUDBURY RD.
WESTON, MA 02493

114A/ / 98/ /
SUR, MRIGANKA & ABHA SUR
131 ANTRIM ST
CAMBRIDGE, MA 02139

114A/ / 98/ 1/
SUR, MRIGANKA & ABHA SUR
131 ANTRIM ST. UNIT#1
CAMBRIDGE, MA 02139

114A/ / 98/ 2/
SUR, MRIGANKA, ABHA SUR &
SAMIR SUR
131 ANTRIM ST., #2
CAMBRIDGE, MA 02139

114A/ / 98/ 3/
SUR, MRIGANKA & ABHA SUR
131 ANTRIM ST. #3
CAMBRIDGE, MA 02139

114A/ / 99/ /
74 FAYETTE STREET LLC,
C/O MORAN LINDSEY
74 FAYETTE ST #1
CAMBRIDGE, MA 02139

114A/ / 101/ /
NETHERLAND DOMESTIC
INVESTMENTS,
174 MAPLEWOOD STREET
WATERTOWN, MA 02472

114A/ / 102/ /
CADET RITA
123 INMAN ST
CAMBRIDGE, MA 02138

114A/ / 105/ /
TAYLOR, JEFFREY M. & RUTH HAGOPI
58 FAYETTE STREET
CAMBRIDGE, MA 02139

114A/ / 106/ /
SPINOS, CONSTANCE, TR.
OF FAYETTE 62 REALTY TRUST
C/O ELAINE PITENIS
2828 N. ATLANTIC AVE STE #806
DAYTONA BEACH, FL 32118

114A/ / 107/ /
DARLING, GRACE
ALBERT T. DARLING, TRS
66 FAYETTE ST
CAMBRIDGE, MA 02139

114A/ / 108/ /
SHEEHAN, JULIA B.
125 ANTRIM ST.
CAMBRIDGE, MA 02139

114A/ / 109/ /
KLINE, MARTIN I. & DIANE KLINE
,

114A/ / 109/ 1/
MCGREGOR, THOMAS B. &
STELLA A. MCGREGOR
119 ANTRIM ST
CAMBRIDGE, MA 02139

Attachment C

114A/ / 109/ 2/
EWING LUCAS BUCHANAN TRS
EWING FAMILY 2020 TR
119 ANTRIM ST #2
CAMBRIDGE, MA 02139

114A/ / 109/ 3/
KLINE, MARTIN I. & DIANE KLINE T
OF THE DIANE L. KLINE TRUST
119 ANTRIM ST UNIT #3
CAMBRIDGE, MA 02139

114A/ / 110/ /
CARLETON, SARAH

,

114A/ / 110/ 1/
WANG, ZACHARY H.
XIN QI ZHANG
113 ANTRIM ST #1
CAMBRIDGE, MA 02139

114A/ / 110/ 2/
DOMENICO NINA TRS
NINA DOMENICO TR
113 ANTRIM ST #2
CAMBRIDGE, MA 02139

114A/ / 110/ 3/
BAUER, ANGELA & IRMA LEVESQUE
113 ANTRIM ST., #3
CAMBRIDGE, MA 02139

114A/ / 111/ /
NONE

,

114A/ / 111/ 1/
HIBERT, EILEEN N., TRUSTEE
THE EILEEN N. HIBERT FAM TRUST
109 ANTRIM ST., #1
CAMBRIDGE, MA 02139

114A/ / 111/ 2/
MCMULLEN WILLIAM DEWIGHT &
ELIZABETH THOMAS MCMULLEN
109 ANTRIM ST
UNIT 2
CAMBRIDGE, MA 02139

114A/ / 111/ 3/
LEFF, ROBERT D.
109 ANTRIM ST. UNIT#3
CAMBRIDGE, MA 02139

114A/ / 112/ /
HARDWICK, DORIAN P.
107 ANTRIM ST
CAMBRIDGE, MA 02139

114A/ / 112/ 1/
CAMBRIDGE INSIGHT MEDITATION CEN
331 BROADWAY
CAMBRIDGE, MA 02139

114A/ / 112/ 2/
HENSON, JAMES A. & SUSAN YOUNG
107 ANTRIM ST., UNIT #2
CAMBRIDGE, MA 02138

114A/ / 112/ 3/
HARDWICK, DORIAN P.
107 ANTRIM ST #3
CAMBRIDGE, MA 02139

114A/ / 115/ /
COHEN, VERA S. TR. THE 139 ANTRI
REALTY TRUST
546 NEWTOWN RD
LITTLETON, MA 01460

114A/ / 120/ /
REPPUCCI, MICHAEL F., JR., TR
OF THE INMAN REALTY TRUST
1414 CAMBRIDGE ST
CAMBRIDGE, MA 02139

114A/ / 121/ /
CORDEIRO, DOROTHY
A LIFE ESTATE
112 ANTRIM ST
CAMBRIDGE, MA 02139

114A/ / 122/ /
ARSHAM, DOUGLAS &
JENNIFER A. EFFRON
115 INMAN ST
CAMBRIDGE, MA 02139

114A/ / 123/ /
DOHERTY, ROBERT J. &
TERESA ANN DOHERTY
117 INMAN ST
CAMBRIDGE, MA 02139-1207

114A/ / 105/ 1/
KELVIN GROUP CORPORATION
3 GROVE ISLE DR #1706
MIAMI, FL 33133

114A/ / 105/ 2/
BOWMAN, CHRISTOPHER S. &
KATHLEEN M. BOWMAN
58 FAYETTE ST. UNIT#2
CAMBRIDGE, MA 02139

114A/ / 105/ 3/
MUSCHENETZ, ROLAND I. & JANE VEI
58 FAYETTE ST., UNIT #3
CAMBRIDGE, MA 02139

114A/ / 68/ 1/
LYN-SHUE, DENISE N.
135 INMAN STREET, UNIT #1
CAMBRIDGE, MA 02139

114A/ / 68/ 12/
XIE, XIAO BING
61 BAKER ST.
BELMONT, MA 02478-4024

114A/ / 68/ 11/
ADL PROPERTIES, LLC
ATTN: JUDIT SAENZ-BADILLOS
2 NOKOMIS WAY
NATICK, MA 01760

114A/ / 68/ 10/
DINGLEY, MICHAEL A.
135 INMAN ST. UNIT#10
CAMBRIDGE, MA 02139

114A/ / 68/ 9/
CAO, SHUXUN
755 SENECA TERRACE
SUNNYVALE, CA 94087

114A/ / 68/ 8/
CHAWARPATIL, KAVITA
CHAWARPATIL, ABHISHEK
6 AUTUMN RIDGE DRIVE
HOPKINTON, MA 01748

114A/ / 68/ 7/
CHANG, SHEY-SHEEN & YA-CHUN LI
8 DEACON LANE
SUDBURY, MA 01776

114A/ / 68/ 6/
YUKSEK, ERAY
135 INMAN ST., UNIT #6
CAMBRIDGE, MA 02139

114A/ / 68/ 5/
WANG, LEI
135 INMAN ST., #5
CAMBRIDGE, MA 02139

114A/ / 68/ 4/
BERKOWITZ, NINA B.
83 MERRIAM ST UNIT 3
SOMERVILLE, MA 02143

114A/ / 68/ 3/
MIRAS, DEMETRIOS & MARGARITA MIR
135 INMAN ST 3
CAMBRIDGE, MA 02139

114A/ / 68/ 2/
DEWHURST, ANDREW
135 INMAN ST., #2
CAMBRIDGE, MA 02139

114A/ / 15/ 1/
LICKLIDER, TRACY & JANANN LICKLI
78 FAYETTE ST. UNIT#1
CAMBRIDGE, MA 02139

114A/ / 15/ 2/
KEOUGH, MICHELE
PHILIP D. COOPER
80 FAYETTE ST UNIT 2
CAMBRIDGE, MA 02139

114A/ / 99/ 1/
SCHAUDT, BARRY
74 FAYETTE ST., UNIT #1
CAMBRIDGE, MA 02139

114A/ / 99/ 3/
KOTLER, DANA
74 FAYETTE ST., #3
CAMBRIDGE, MA 02139

114A/ / 99/ 2/
VIG, TARUN & ROZY VIG
74 FAYETTE ST., #2
CAMBRIDGE, MA 02139

83/ / 94/ 1/
LEVENBAUM-ISSOKSON REALTY, INC
1534 DORCHESTER AVE.
DORCHETER, MA 02122

83/ / 94/ 2/
LEVENBAUM-ISSOKSON REALTY, INC
1534 DORCHESTER AVE
DORCHESTER, MA 02124

83/ / 94/ 3/
NAHAS, MICHELLE K.
1365 CAMBRIDGE ST 3
CAMBRIDGE, MA 02139

114A/ / 63/ 1/
WILKINS, DAVID J. & MARY C. VELA
132 ANTRIM ST., #1
CAMBRIDGE, MA 02139

114A/ / 63/ 2/
GOVIGNON, JACQUES P. &
KATHARINA VON HAMMERSTEIN
132 ANTRIM ST., #2
CAMBRIDGE, MA 02139

114A/ / 74/ 107.5/1/
GRANIER, MIGUEL & REBECCA MAYA L
340 BROOKS AVE NE
ATLANTA, GA 30307

114A/ / 74/ 109/2/
GAGNE, JOSHUA J. &
JAIME M. GAGNE
109 INMAN ST., #2
CAMBRIDGE, MA 02139

114A/ / 74/ 109/1/
SHARPE, NATHANIEL & JULIA SHARPE
109 INMAN ST., #1
CAMBRIDGE, MA 02139

114A/ / 74/ 107.5/3/
HEALD, COLETTE LARA
107 1/2 INMAN ST., #3
CAMBRIDGE, MA 02139

114A/ / 74/ 107.5/2/
CHEN KEHAN
107 1/2-109 INMAN ST
UNIT 2
CAMBRIDGE, MA 02139

114A/ / 16/ 1B/
CARREIRO, MANUEL V., TRUSTEE
THE UNIT 1B REALTY TRUST
1 TAUNTON ST
SOMERVILLE, MA 02143

83/ / 99/ /
UCA LLC
135 MYSTIC STREET
ARLINGTON, MA 02474

110/ / 12/ 1/
READ, NICHOLAS
ANNE R. READ
114 INMAN ST UNIT 1
CAMBRIDGE, MA 02140

110/ / 12/ 2/
SU KAREN LIN
114 INMAN ST
UNIT 2
CAMBRIDGE, MA 02140

110/ / 12/ 3/
FU, HELEN
JOSHUA K. HARTSHORNE
114 INMAN ST UNIT 3
CAMBRIDGE, MA 02139

110/ / 12/ 4/
MAZUMDAR, CLAIRE
THOMAS ROBERTS
114 INMAN ST, UNIT 4
CAMBRIDGE, MA 02139

110/ / 12/ 114/
MCCULLOUGH, EILEEN
114 INMAN ST
CAMBRIDGE, MA 02140

110/ / 24/ 1/
LYMAN, MELA & MOLLIE LYMAN
147 AMORY ST
CAMBRIDGE, MA 02139

110/ / 24/ 3/
WONG, WESLEY
HEIDI SHIN
145-147 AMORY ST, UNIT 3
CAMBRIDGE, MA 02139

83/ / 11E/ /
LUBAVITCH OF CAMBRIDGE INC
38 BANKS ST
CAMBRIDGE, MA 02138

Exhibit C

Notice is hereby given that a Community Outreach Meeting for a proposed adult-use marijuana retail establishment is scheduled for November 3, 2022 at 6pm at 1908 Massachusetts Avenue, Cambridge, MA, which is also the proposed location. There will be an opportunity for the public to ask questions.


Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
114 INMAN ST
CAMBRIDGE, MA 02140
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
114 INMAN ST
UNIT 2
CAMBRIDGE, MA 02140
Attachment C
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
147 AMORY ST
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
56 FAYETTE STREET
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
78 FAYETTE ST. UNIT#1
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
124 ANTRIM ST
CAMBRIDGE, MA 02139-1102
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
135 INMAN ST., #2
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 018
174 MAPLEWOOD STREET
WATERTOWN, MA 02472
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
114 INMAN ST, UNIT 4
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
74 FAYETTE ST #1
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
132 ANTRIM ST
CAMBRIDGE, MA 02139
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 018
123 INMAN ST
CAMBRIDGE, MA 02138

Attachment C





Attachment C

Attachment C



Attachment C





Attachment C



Attachment C

Attachment C



Attachment C





Attachment C

Attachment C



Attachment C




Attachment C
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
18 SPRINGFIELD ST
CAMBRIDGE, MA 02139
1357 CAMBRIDGE ST
CAMBRIDGE, MA 02139
93 BROADWAY
SOMERVILLE, MA 02145
1334 CAMBRIDGE ST
CAMBRIDGE, MA 02139
107 ANTRIM ST #3
CAMBRIDGE, MA 02139
A LIFE ESTATE
112 ANTRIM ST
CAMBRIDGE, MA 02139
490 SOMERVILLE AVE
SOMERVILLE, MA 02143
1253 CAMBRIDGE ST
CAMBRIDGE, MA 02139
1334 CAMBRIDGE ST
CAMBRIDGE, MA 02139-3301
105 BROOKS STREET
MEDFORD, MA 02155
1135 INMAN ST UNIT #1
CAMBRIDGE, MA 02139
596 NEWTOWN RD
LITTLETON, MA 01460


Attachment C
Yoo Dean Law
BOSTON | PHILADELPHIA
234 Littleton Rd., Ste. 1B Westford, MA 01886
8 OAK STREET
CAMBRIDGE, MA 02139
1035 CAMBRIDGE STREET
CAMBRIDGE, MA 02140
8 OAK ST
CAMBRIDGE, MA 02139
85 BANKS ST
CAMBRIDGE, MA 02139
54 GLENWOOD HILL RD
BRUNSWICK, ME 04011
101 INMAN ST
CAMBRIDGE, MA 02139
10 OAK ST
CAMBRIDGE, MA 02139
225 HAMPSHIRE ST
CAMBRIDGE, MA 02139
50 BARTON DR
SUDBURY, MA 01776
281 WABAN AVE
WABAN, MA 02468
1 TAUNTON ST
SOMERVILLE, MA 02143
90 NORWICH CIR
MEDFORD, MA 02155

Attachment C



Plan to Remain Compliant with Local Zoning

The City of Cambridge's Zoning Bylaws require any marijuana business to obtain a Special Permit from the City's Special Permit Granting Authority, which is the Planning Board. Additionally, the Bylaws impose the following requirements on Cannabis Retail Stores:

- Cannabis Retail Stores shall be allowed only in those districts set forth in the Table of Use Regulations (Section 4.30 of the Cambridge Zoning Ordinance) and special districts and overlay districts whose use regulations are based on those districts, subject to any limitations set forth in the regulations of those districts. In the Business A-1 district, only applicants that have been designed as Economic Empowerment Applicants or certified as eligible to participate in the Social Equity Program by the Massachusetts Cannabis Control Commission may be permitted and it shall be made a condition of the special permit that such designation or eligibility shall be maintained.
- A Cannabis Retail Store shall not be permitted within one thousand and eight hundred (1,800) feet of another Cannabis Retail Store, except if the applicant has been designated as an Economic Empowerment Applicant or certified as eligible to participate in the Social Equity Program by the Massachusetts Cannabis Control Commission and it is made a condition of the special permit that such designation or eligibility shall be maintained.
- All products offered to consumers shall be pre-packaged off-site, and no packaging or repackaging of cannabis or marijuana products shall take place on the premises of a Cannabis Retail Store unless it is also meets the requirements for a Cannabis Production Facility.

The applicant will comply with all of the applicable rules above. Applicant has already received its Special Permit from the Planning Board.

The applicant will continue to ensure compliance with local zoning requirements by meeting any reporting requirements or other obligations owed to the Planning Board, including responding to informational and inspection requests from the Planning Board, the Building Inspector, and any other relevant local governmental authorities.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): _____

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

    a. Date of publication:

    b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

    a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

    a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

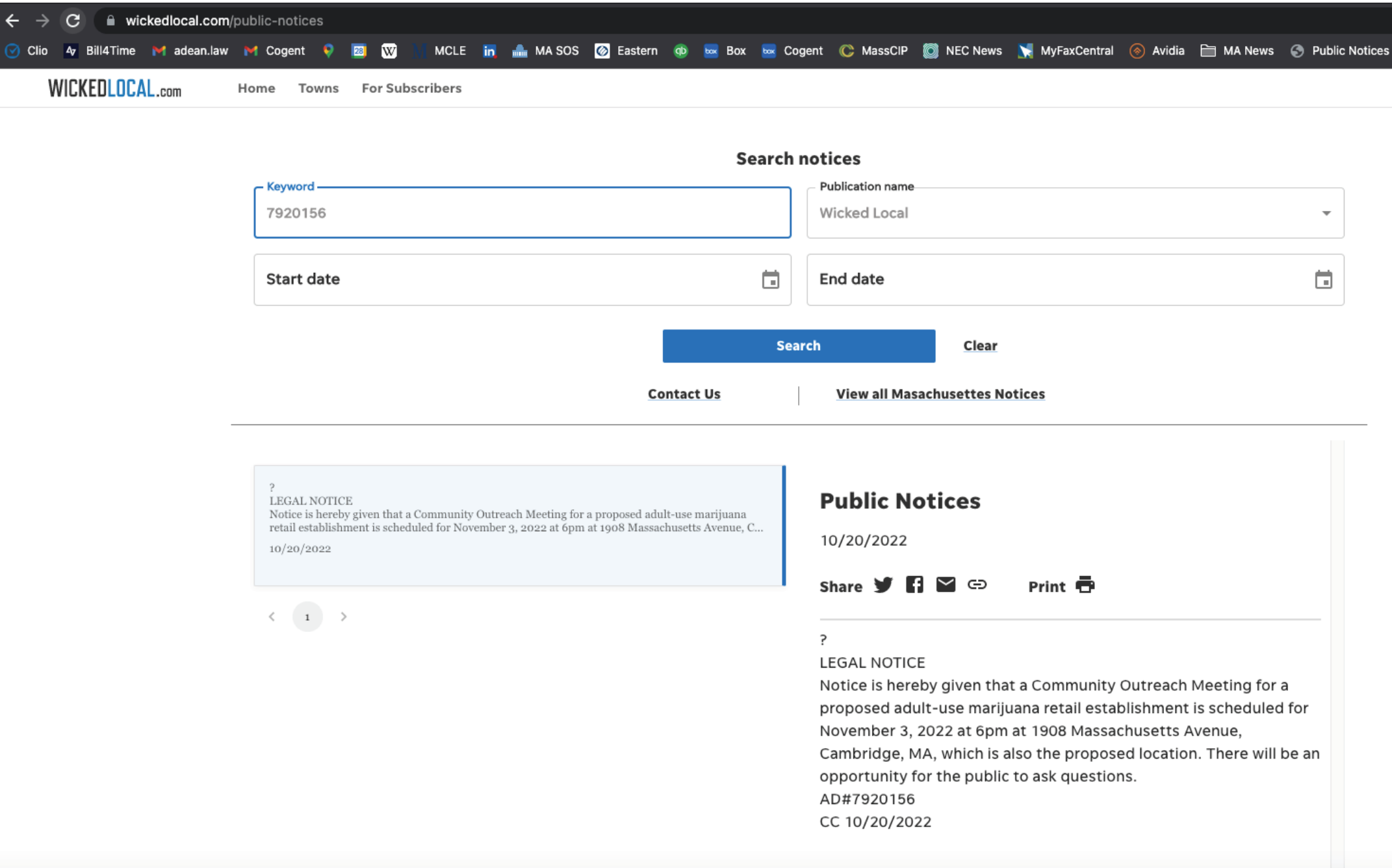
Name of applicant's authorized representative:

Signature of applicant's authorized representative:

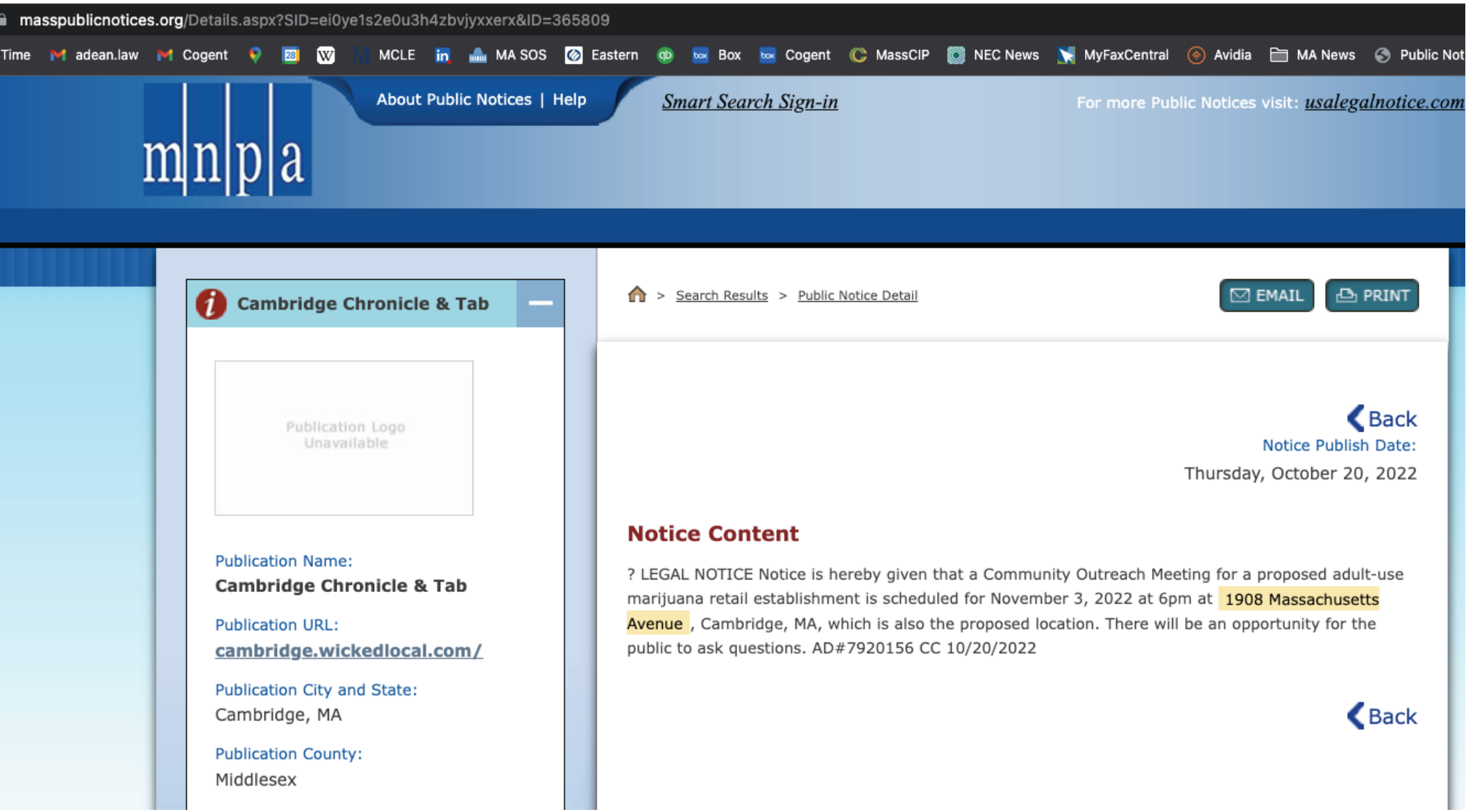
Attachment A

Notice is hereby given that a Community Outreach Meeting for a proposed adult-use marijuana retail establishment is scheduled for November 3, 2022 at 6pm at 1908 Massachusetts Avenue, Cambridge, MA, which is also the proposed location. There will be an opportunity for the public to ask questions.

Attachment A



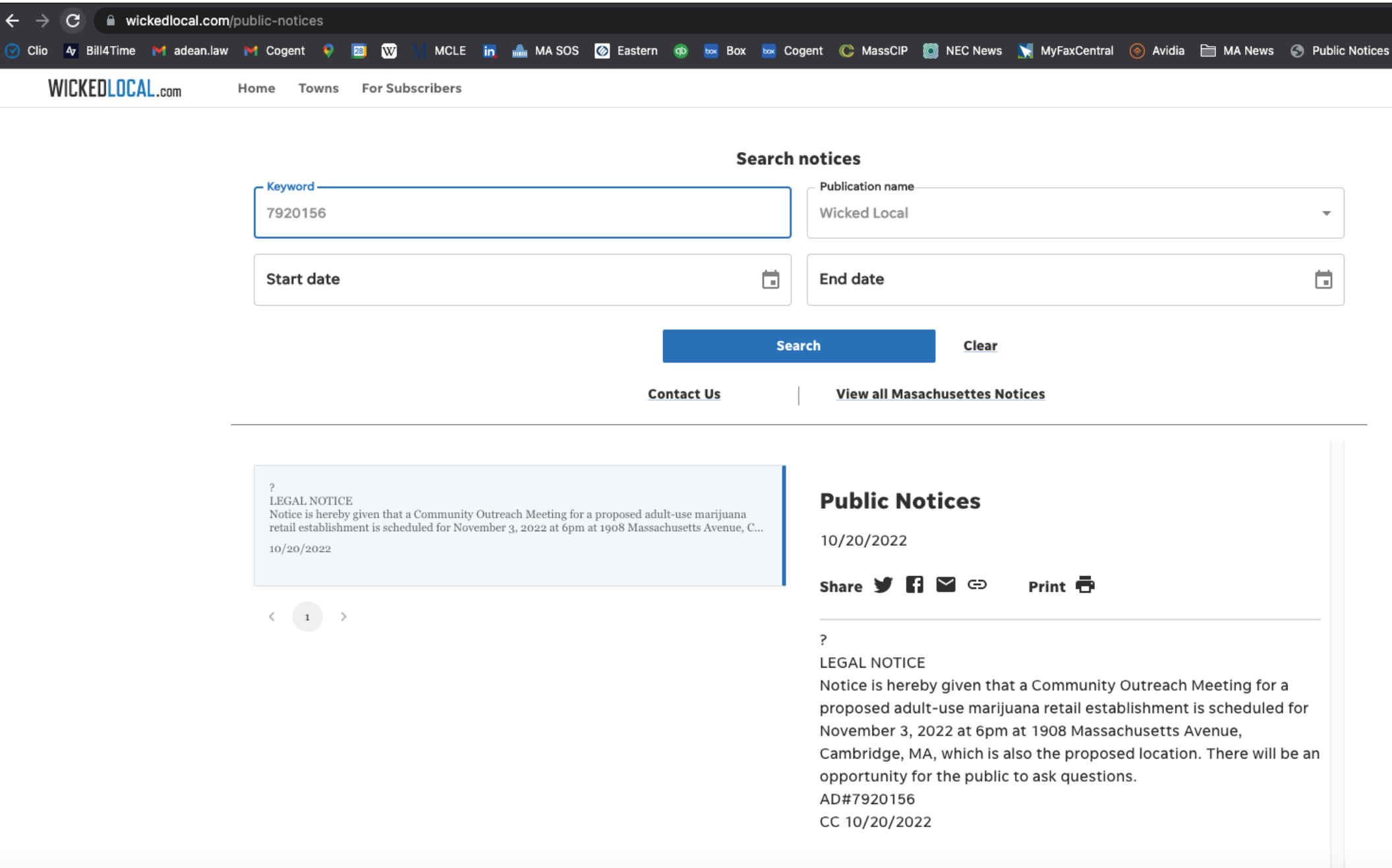
Attachment A



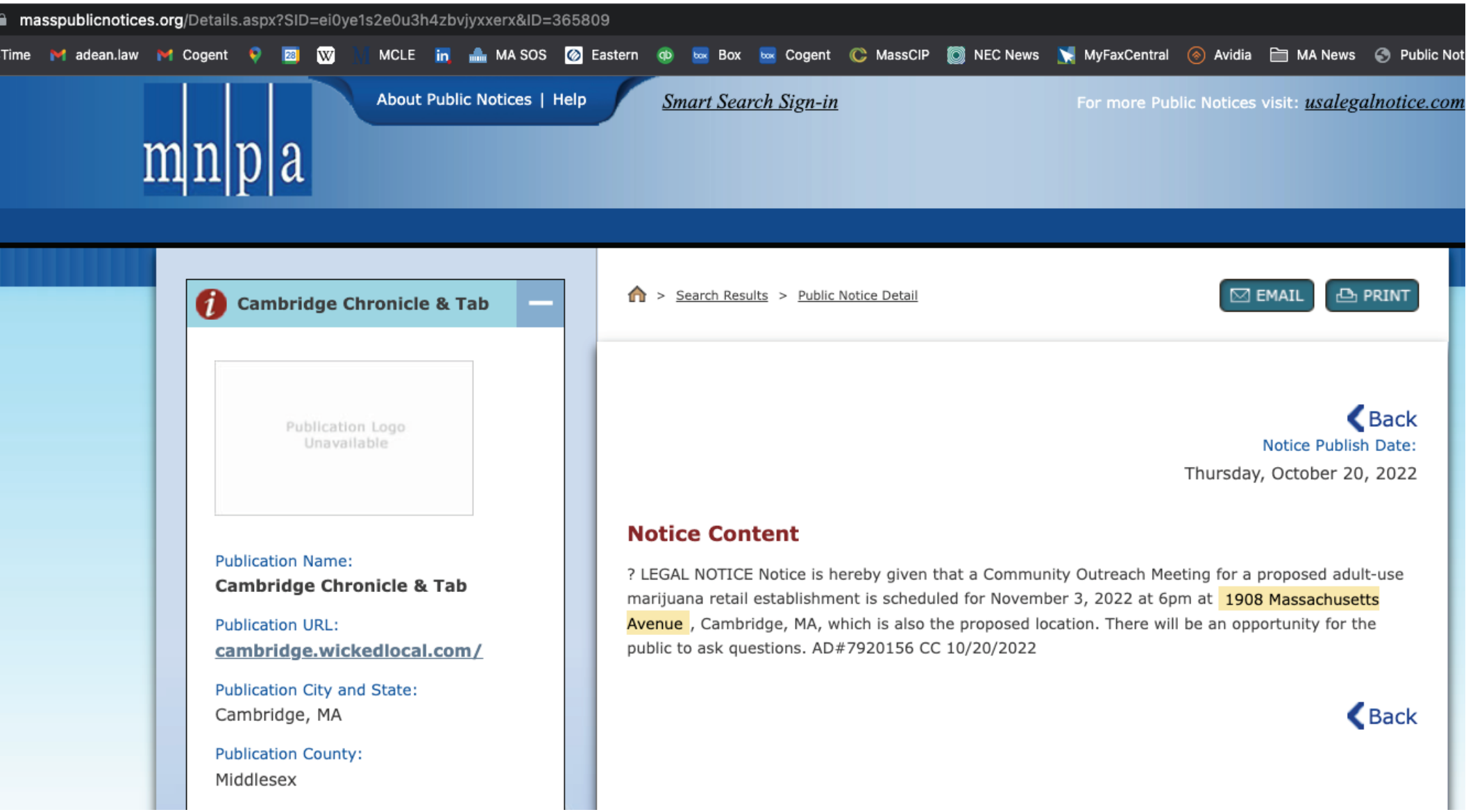
Attachment A

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Attachment A



Attachment A



Attachment B

Notice is hereby given that a Community Outreach Meeting for a proposed adult-use marijuana retail establishment is scheduled for November 3, 2022 at 6pm at 1908 Massachusetts Avenue, Cambridge, MA, which is also the proposed location. There will be an opportunity for the public to ask questions.

Attachment B

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cambridge City Clerk
795 Massachusetts Ave
Cambridge, MA ~~01~~ 02139

9590 9402 6537 1028 3695 36

2. Article Number *(Transfer from service label)*

7021 2720 0002 7001 4366

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
10-31-22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Iram Farooq
Assistant City Manager
344 ~~Broadway~~ Broadway
Cambridge, MA 02139

9590 9402 7180 1284 4794 54

2. Article Number *(Transfer from service label)*

7021 2720 0002 7001 4359

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
10/31/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Cambridge Planning Board c/o Community Dev. Dept.
Lisa Paden
344 Broadway
Cambridge, MA 02139

9590 9402 6537 1028 3695 43

2. Article Number *(Transfer from service label)*

7021 2720 0002 7001 4342

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
10/31/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Plan to Remain Complaint with Local Zoning (2025 Update)

Porter Square Remedies LLC ("Porter Square Remedies") believes that it is fully compliant with local zoning requirements and has submitted a Post Provisional License Inspection with documentation of its current compliance. Porter Square Remedies has received a Certificate of Occupancy demonstrating compliance with local laws. Further, Porter Square Remedies has recently renewed its license to conduct cannabis business in Cambridge as required by the local Cambridge ordinances. Further, as of June 9, Cambridge has voted to and is implementing a change to its regulations to remove the requirement to obtain a Host Community agreement. Porter Square Remedies is currently in compliance with all local zoning requirements and laws.

Positive Impact Plan

Porter Square Remedies LLC intends to benefit the disproportionately impacted population of individuals with drug convictions by donating money to Greater Boston Legal Services, an organization that provides services around CORI sealing and re-entry for previously incarcerated individuals. Porter Square Remedies LLC will donate at least $1,500 to Greater Boston Legal Services each year to support their CORI sealing and re-entry project (see attached Donation Letter).

GBLS provides educational seminars on CORI sealing via Zoom on the 2nd and 4th Wednesday of each month. Additionally, they provide direct client representation and take on cases such as the following:

- Legal advice on CORI issues and representation of clients at criminal record sealing hearings.
- Appeal of denials of criminal record and juvenile sealing petitions.
- Fixing mistakes on CORI reports and problems with juvenile court youthful offender records being listed on adult CORI reports in violation of the law.
- Denial of the right to seal all of one's Boston Municipal Court (BMC) cases from all divisions of the BMC in a single division of the court under BMC Standing Order 1-09.
- Cases where a judge ordered sealing or expungement, but the Commissioner of Probation will not seal or expunge the CORI as ordered.
- Violations of the BAN the BOX law where a job application asked about criminal records.
- People who were denied or may be denied a trade or professional license (barbers, driving for Uber or other transportation companies, real estate appraiser, etc.) by an agency because of their CORI especially where: (1) the application asks about arrests and/or non-convictions; or (2) the application does not warn people not to list sealed records.
- Rejections for housing, training or education programs, jobs or other opportunities based on CORI.
- Other CORI problems that arise.

METRIC: Porter Square Remedies' plan will be considered to be successful if, during the first year of the company's operation, it donates at least $1,500 to Greater Boston Legal Services.

The company hereby acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

The plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of Marijuana Establishments.

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

GREATER BOSTON LEGAL SERVICES
... and justice for all

March 7, 2023

Porter Square Remedies
c/o Adrienne Dean, Esq.
A. Dean Law, P.C.
234 Littleton Road, #1B
Westford, MA 01886

Dear Ms. Dean,

On behalf of Greater Boston Legal Services, I am delighted to hear that Porter Square Remedies LLC plans to support GBLS' CORI & Re-Entry Project with a financial donation of $1,500 or more. This letter is to confirm that GBLS will happily accept donations from Porter Square Remedies.

GBLS' mission is to help individuals and families who are living in poverty to assert their rights and meet their basic needs. Civil legal aid is an important tool in ensuring a person's ability to maintain stable housing, provide for their family, access healthcare, and more. In particular, GBLS' CORI & Re-Entry Project is a vital resource to individuals with criminal records as they seek gainful employment and housing opportunities. We appreciate Porter Square Remedies' intention to partner with GBLS to support this important work.

Donations can be sent to my attention at GBLS' headquarters (197 Friend Street, Boston MA 02116) or made online at https://www.gbls.org/donation-form. We look forward to being able to count Porter Square Remedies among our corporate and community supporters. Please do not hesitate to contact me with any questions.

Sincerely,

Ana Cruz
Chief Development Officer
Greater Boston Legal Services
197 Friend Street
Boston, MA 02114

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001382536

1. The exact name of the limited liability company is: PORTER SQUARE REMEDIES LLC

2a. Location of its principal office:

No. and Street: 907 MASS AVE
3RD FLOOR
City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 907 MASS AVE
3RD FLOOR
City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE COMPANY IS ORGANIZED: (A) TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION; (B) TO ENGAGE IN ALL ACTIVITIES INCIDENTAL THERETO; AND (C)TO ENGAGE IN ANY OTHER ACTIVITIES IN WHICH A COMPANY FORMED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: RICKY OTERO
No. and Street: 907 MASS AVE
3RD FLOOR
City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

I, RICKY OTERO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	BINOJ PRADHAM	907 MASS AVE CAMBRIDGE, MA 02139 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BINOJ PRADHAN	907 MASS AV, 3RD FLOOR CAMBRIDGE, MA 02139 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of May, 2019,
RICKY OTERO

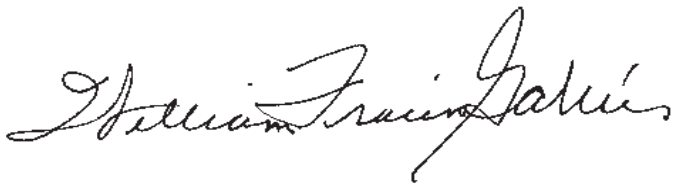
(The certificate must be signed by the person forming the LLC.)

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All Rights Reserved

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:

May 07, 2019 03:39 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0611272224
Notice Date: January 27, 2023
Case ID: 0-001-873-444

CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS

000096

ADRIENNE DEAN ESQ
PORTER SQUARE REMEDIES LLC
2408 PRINCETON WAY
WESTFORD MA 01886-1574

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for PORTER SQUARE REMEDIES LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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, 9:00 a.m. to 4:00 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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: pf259s

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

March 21, 2023

TO WHOM IT MAY CONCERN:

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

PORTER SQUARE REMEDIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 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: **LAXMI PRADHAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LAXMI PRADHAN, ADRIENNE DEAN ESQ.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:sam

Porter Square Remedies LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of June 22, 2022

Porter Square Remedies LLC

LIMITED LIABILITY COMPANY AGREEMENT

Preliminary Statement

THIS LIMITED LIABILITY COMPANY AGREEMENT of Porter Square Remedies LLC , a Massachusetts limited liability company (the "Company") is entered into this day by and among each of the Persons identified as Members in Schedule A attached hereto (each such Person being individually referred to as a "Member" and collectively as the "Members").

WHEREAS, the Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act (as amended from time to time, the "Act"); and

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties regarding the Company and its assets and liabilities;

ARTICLE I
Defined Terms

The defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means the firm of independent public accountants as may be engaged by Manager.

"Act" means the Massachusetts Limited Liability Company Act, as amended from time to time, and any successor to such Act.

"Affiliate" means as to any named Member or Members (or as to every Member if none is specifically named) (i) any such Member; (ii) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, any such Member; (iii) any Entity of which a majority of the voting interests is owned by any one or more of the Persons referred to in the preceding clauses (i) and (ii); (iv) any partner of or holder (directly or beneficially) of 10% or more of the stock of any Person referred to in the preceding clauses (i), (ii) and (iii); and (v) any Person directly controlling, or under direct common control with, any Person referred to in any of the preceding clauses.

"Agreement" means this Limited Liability Company Agreement as it may be further amended from time to time.

"Capital Account" shall have the meaning provided in Section 4.2B.

"Capital Contribution" means the total value of cash and other consideration contributed and agreed to be contributed to the Company by each Member as shown in Schedule A. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member for such Company interest of such then Member.

"Certificate" or "Certificate of Organization" means the Certificate of Organization of the Company as filed with the Filing Office, as amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Porter Square Remedies LLC , a Massachusetts limited liability company.

"Consent of the Members" means the prior written consent or approval of all of the Members.

"Effective Date" means the effective date of the Certificate of Organization.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, association or other business entity.

"Event of Bankruptcy" means the entry of an order for relief pursuant to the federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal, state bankruptcy, insolvency or other similar law, or an assignment for the benefit of creditors, insolvency as determined by court proceedings, the filing of a petition to accomplish any the foregoing (unless such petition shall have been dismissed within one year of filing) or a like event.

"Filing Office" means the Office of the Secretary of State of the Commonwealth of Massachusetts.

"Managing Member" or "Managing Members" means Laxmi Pradhan individually or jointly as the case may be.

"Member" or "Members" means any or all of those Persons designated in Schedule A as a Member or any Person who becomes a Substitute Member as provided herein, in each such Person's capacity as a Member of the Company.

"Percentage Interest" means the percentage ownership interest of a Member in the Company as set forth in Schedule A.

"Person" means any individual or Entity.

"Project" means a cannabis business endeavor as determined by the Member(s)

"State" means the Commonwealth of Massachusetts.

"Substitute Member" means any Person who is admitted to the Company as a Member under the provisions of Section 6.2.

ARTICLE II
Continuation; Name; and Purpose

Section 2.1 Continuation

The parties hereto hereby agree to operate a limited liability company known as "Porter Square Remedies LLC " in accordance with the provisions of the Act.

Section 2.2 Name, Office and Resident Agent

The Company shall be conducted under the name and style of Porter Square Remedies LLC and its principal office shall be 8 Curtis Street, Somerville, MA 02144. The agent for service of process on the Company shall be Sean D. Hope, c/o Porter Square Remedies LLC , 907 Massachusetts Avenue Cambridge, MA 02139. Such agent shall deliver a copy of any and all notices serviced pursuant to the preceding sentence to Manager.

Section 2.3 Purposes

The general character of the Company's business is to submit an application to the Cannabis Control Commission for uses are permitted under the laws of the Commonwealth of Massachusetts.

Section 2.4 Term and Dissolution

There is no date upon which the company is to dissolve except that the Company shall be dissolved and its assets liquidated prior to such date upon the happening of any of the following events:

A. The sale or other disposition of all or substantially all of the assets of the Company; or

B. The election to dissolve the Company, so long as such election shall receive the Consent of the Members.

Upon dissolution of the Company, Manager for purposes of this paragraph, their trustees, receivers or successors) shall cause the cancellation of the Certificate of Organization, liquidate the Company assets and apply and distribute the proceeds thereof in accordance with Section 8.2 of this Agreement. Notwithstanding the foregoing, if, during liquidation, Manager shall determine that an immediate sale of part or all of the Company's assets would cause undue loss to the Members, Manager may, to avoid such loss, defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Company except those necessary to satisfy the Company debts and obligations.

C. Death or Incapacity of a Member: Death or Incapacity of Member.

Death or Incapacity of a Member shall not constitute dissolution of the Company and the surviving member shall have full authority to operate the company. In the event of the death or incapacity of any Member, his or her legal representative shall have the status of an assignee of the interest of such Member unless and until the Managing Member shall permit such legal representative to become a Substitute Member on the same terms and conditions as herein provided for assignees generally. The Company shall not be dissolved upon the death of a Member.

ARTICLE III
Intentionally Omitted

ARTICLE IV
Members, Capital

Section 4.1 Members

The Members of the Company shall be those Persons identified as such on Schedule A and their addresses, Capital Contributions and Percentage Interests shall be as set forth on Schedule A. Additional Members may be admitted only with the Consent of the Members.

Subject to the terms of Section 5.1 herein, Laxmi Pradhan shall initially be the Managing Member of the Company.

Section 4.2 Capital and Capital Accounts

A. The Capital Contribution of each Member shall be as set forth on Schedule A. No interest shall be paid on the Capital Contribution of any Member. No Member shall have the right to withdraw all or any part of its Capital Contribution or to demand and receive property of the Company in return for its Capital Contribution except as may be specifically provided in this Agreement.

B. An individual Capital Account shall be established and maintained on behalf of each Member, including any additional or substituted Member who shall hereafter receive an interest in the Company. The Capital Account of each Member shall consist of (a) the amount of cash such Member has contributed to the Company plus (b) the fair market value of any property such Member has contributed to the Company net of any liabilities assumed by the Company or to which such property is subject plus (c) the amount of profits or gain allocated to such Member less (d) the amount of losses and deductions allocated to such Member less (e) the amount of all cash distributed to such Member less (f) the fair market value of any property distributed to such Member net of any liabilities assumed by such Member or to which such property is subject less (g) such Member's share of any other expenditures which are not deductible by the Company for Federal income tax purposes or which are not allowable as additions to the basis of Company property and shall be (h) subject to such other adjustments as may be required under the Code. The Capital Account of a Member shall not be affected by any adjustments to basis made pursuant to Section 743 of the Code.

The original Capital Account established for any substituted Member shall be in the same amount as, and shall replace, the Capital Account of the Member which such substituted Member succeeds, and, for the purposes of this Agreement, such substituted Member shall be deemed to have made the Capital Contribution, to the extent actually paid in, of the Member which such substituted Member succeeds. The term "substituted Member," as used in this paragraph, shall mean a Person who shall become entitled to receive a share of the profits, losses and distributions of the Company by reason of such Person succeeding to the interest in the Company of a Member by assignment of all or any part of a Member's interest in the Company. To the

extent a substituted Member receives less than 100% of the interest in the Company of a Member it succeeds, the original Capital Account of such substituted Member and its Capital Contribution shall be in proportion to the interest it receives and the Capital Account of the Member who retains a partial interest in the Company and its Capital Contribution shall continue, and not be replaced, in proportion to the interest it retains. Nothing in this Section 4.2 shall affect the limitations on transferability of Company interests set forth in Article VI or Section 10.1 of this Agreement.

Section 4.3 Liability of Members

No Member shall be liable for any debts, liabilities, contracts, or obligations of the Company. A Member shall be liable only to make payments of its Capital Contribution as and when due hereunder. Except as set forth in the next sentence, after its Capital Contribution shall be fully paid, no Member shall, except as otherwise required by the Act, be required to make any further Capital Contributions or lend any funds to the Company.

ARTICLE V
Rights, Powers and Duties of the Members

Section 5.1 Management and Control of the Company

Manager shall have the sole responsibility for the business and operations of the Company. Manager shall have full authority to act on behalf of the Company in all matters relating to the business and affairs of the Company and shall make all decisions regarding the business of the Company in its sole and absolute discretion. Manager shall have all of the rights and powers that are necessary for or convenient or incidental to the accomplishment of the Company's purposes and the conduct of the Company's business. The signature of Manager acting singly on any agreement, contract, instrument or other document shall be sufficient to bind the Company in respect thereof and conclusively evidence the authority of Manager and the Company with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party to bind the Company or to evidence such authority.

Specifically, but not by way of limitation, and subject to all other provisions of this Agreement, Manager shall be authorized in the name of and on behalf of the Company to do all things necessary or appropriate to carry on the business and purposes of the Company.

(i) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company;

(ii) to determine the appropriate accounting method or methods to be used by the Company;

(iii) to establish and maintain reserves for such purposes and in such amounts as it deems reasonably appropriate from time to time;

(iv) to pay all reasonable and appropriate organizational expenses and general and administrative expenses of the Company incurred in the ordinary course of business;

(v) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company in the ordinary course of business;

(vi) to pay any and all fees and to make any and all expenditures Manager in their reasonable discretion, deems necessary or appropriate in connection with the organization of the Company, the management of the affairs of the Company, and the carrying out of the Company's obligations and responsibilities under this Agreement;

(vii) to exercise all powers and authority granted by the Act to members, except as otherwise provided in this Agreement;

(viii) to cause the Company and its property to be maintained and operated in a first class manner; and in compliance with the obligations imposed by applicable laws and by any mortgage or security interest encumbering the Company or its property from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(ix) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the Company's business, or determined by Manager to be in the best interests of the Company;

(x) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the Company unless the same are contested by Manager and

(xi) to perform any other act in the ordinary course of business that Manager may deem necessary, convenient or desirable for the Company or the conduct of the Company's business acting in the best interest of the Company.

Section 5.1.1 Any Person dealing with the Company may rely upon a certificate signed by Manager as to:

(1) the identity of the Members;

(2) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Members or in any other matters germane to the affairs of the Company;

(3) the Persons who are authorized to execute and deliver any instrument or document of the Company; or

(4) any act or failure to act by the Company or, as to any other matter whatsoever involving the Company or any Member.

Section 5.1.2 Any document executed by Manager while acting in the name, in the best interest of and on behalf of the Company, shall be deemed to be the action of the Company vis-a-vis any third parties (including any Member as a third party for such purpose).

Section 5.2 Indemnification

No Member (or Affiliate thereof) shall be liable, responsible or accountable for any loss or damage incurred by reason of any act or omission performed or omitted by such person in good faith either on behalf of the Company or in furtherance of the interests of the Company and in a manner reasonably believed by such person to be within the scope of the authority granted to such person by this Agreement or by law, provided that such person was not guilty of gross negligence, willful misconduct or breach of fiduciary duty with respect to such act or omission. To the fullest extent permitted by law, the Company, out of its assets and not out of the assets of any Member, shall indemnify and hold harmless a Member (or Affiliate thereof) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company), by reason of any act or omission or alleged act or omission arising out of the activities of such person if such activities were performed in good faith either on behalf of the Company or in furtherance of the interests of the Company, and in a manner reasonably believed by such person to be within the scope of the authority conferred by this Agreement or by law, against losses, damages, or expenses for which such person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding so long as such person was not guilty of gross negligence, willful misconduct or breach of fiduciary duty with respect to such acts or omissions, and provided that the satisfaction of any indemnification and any holding harmless shall be from and limited to Company assets.

ARTICLE VI
Member Transfers

Section 6.1 Assignment

A. Except by operation of law (including the laws of descent and distribution), a Member may not assign all or any part of its interest in the Company without the Consent of the Members.

B. Upon any inter vivos assignment of a Member's interest in the Company, there shall be filed with the Company an executed and acknowledged assignment and the written acceptance by the assignee of all the terms and provisions of this Agreement all in form and substance satisfactory to the Members; if such assignment and acceptance are not so filed, the Company need not recognize such assignment for any purpose.

C. An assignee of a Member's interest who does not become a Substitute Member as provided in Section 6.2 shall have the right to receive the share of profits, losses and distributions of the Company to which the assigning Member would have been entitled if no such assignment had been made by such Member.

D. Every assignee of a Member interest who desires to make a further assignment of its interest shall be subject to all the provisions of this Article VI to the same extent and in the same manner as a Member.

Section 6.2 Substitute Members

A. No Member shall have the right to substitute an assignee as a Member in its place. The Members may, however, permit an assignee to become a Substitute Member with the Consent of the Members. The Consent of the Members to an assignment of a Member interest under Section 6.1 shall not, in and of itself, constitute permission under this Section 6.2.

B. Each Substitute Member shall execute such instrument or instruments as shall be required by the Members to signify its agreement to be bound by all the provisions of this Agreement and shall pay the Company's reasonable legal fees and filing costs in connection with its substitution as a Member.

Section 6.3 Restrictions

A. No sale or exchange of any Company interest may be made if such sale or exchange would violate Section 10.1.

B. In no event shall all or any part of a Member's interest in the Company be assigned or transferred to a minor or to an incompetent.

C. Manager may, in addition to any other requirement it may impose, require as a condition of sale, transfer, exchange, assignment or other disposition of any interest in the Company, that the transferor assume all costs incurred by the Company in connection therewith.

D. Any sale, exchange, transfer or other disposition in contravention of any of the provisions of this Section 6.3 shall be void and ineffectual and shall not bind or be recognized by the Company.

ARTICLE VII
Borrowings

All Company borrowings shall be subject to the terms of this Agreement. Borrowings may be made from any source including Members and Affiliates. If any Member shall lend any monies to the Company, such loan shall bear interest and be on such other terms as may be determined by Manager, but which shall in any event be no less favorable to the Company than comparable loans from non-Affiliates. The amount of any loan made by a Member shall not be an increase of its Capital Contribution or increase its share of the profits, losses, tax credits or distributions of the Company, except as may be required by Section 8.3.B.

ARTICLE VIII
Profits, Losses and Distributions

Section 8.1 Profits, Losses and Distributions

A. All profits, losses and tax credits arising from the normal course of business operations or otherwise, shall be allocated to the Members according to their Percentage Interests.

B. At Manager's reasonable discretion, all cash available for distribution from whatever source, commencing with the date of this Agreement, shall be allocated or distributed: a) first to a set aside to pay for expenses incurred or to be incurred by the Company; b) second to the Member's to return any Capital Contributions made by the Members (pro rata based to the relative amounts owed if there is not sufficient cash available to repay such Capital Contributions in full) and c) thereafter to the Members according to their Percentage Interests.

C. All profits and losses allocated to the Members shall be credited or charged, as the case may be, to their Capital Accounts. The terms "profits" and "losses" as used in this Agreement shall mean income and losses, and each item of income, gain, loss, deduction or credit entering into the computation thereof, as determined in accordance with the accounting methods followed by the Company and computed in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv). Profits and losses for Federal income tax purposes shall be allocated in the same manner as profits and losses for purposes of this Article VIII, except as provided in Section 8.3.A.

D. The Members shall be permitted to convey no more than 49% of its individual interest in the company after prior written notice to the all of the other Members of the Company stating the person or entity buying the interest, the consideration paid, and the percentage interest at least seven (7) business days prior to the sale. The purchaser of the Members interest (the "Purchaser") shall only be conferred rights to the Distributions based on Members interest but shall EXPRESSLEY have no other rights as a Member of the Company including but no limited to the voting, management and daily operations. Any sale of a Member interest of more than 49% shall require the written consent of all the Managing Members of the Company..

ARTICLE IX

Section 9.1 Distributions Upon Dissolution

A. Upon dissolution and termination, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company assets, as may be determined by the remaining or surviving Members(s)) shall be distributed to the Members in accordance with the positive balances in their Capital Accounts after taking into account all Capital Account adjustments for the Company taxable year.

B. With respect to assets distributed in kind to the Members in liquidation or otherwise, (i) any unrealized appreciation or unrealized depreciation in the values of such assets shall be deemed to be profits and losses realized by the Company immediately prior to the liquidation or other distribution event; and (ii) such profits and losses shall be allocated to the Members and credited or charged to their Capital Accounts, and any property so distributed shall be treated as a distribution of an amount in cash equal to the excess of such fair market value over the outstanding principal balance of and accrued interest on any debt by which the property is encumbered. For the purposes of this Section 8.2B, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the fair market value of such assets, taking into

account the fair market value of the associated financing but subject to Section 7701(g) of the Code, and the Company's basis in such assets as determined under Treasury Regulation Section 1.704-1(b). This Section 8.2B is merely intended to provide a rule for allocating unrealized gains and losses upon liquidation or other distribution event, and nothing contained in this Section 8.2B or elsewhere in this Agreement is intended to treat or cause such distributions to be treated as sales for value. The fair market value of such assets shall be determined by by mutual agreement of the Managing Members and if no agreement can be reached than an appraiser to be selected by Manager.

Section 9.2 Special Provisions

Notwithstanding the foregoing provisions in this Article VIII:

A. Income, gain, loss and deduction with respect to Company property which has a variation between its basis computed in accordance with Treasury Regulation Section 1.704-(b) and its basis computed for Federal income tax purposes shall be shared among Members so as to take account of the variation in a manner consistent with the principles of Section 704(c) of the Code and Treasury Regulation Section 1.704-3.

B. Section 704 of the Code and the Regulations issued thereunder, including but not limited to the provisions of such regulations addressing qualified income offset provisions, minimum gain chargeback requirements and allocations of deductions attributable to nonrecourse debt and partner nonrecourse debt, are hereby incorporated by reference into this Agreement.

ARTICLE X
Books and Records, Accounting and Reports

Section 10.1 Books and Records

The books and records of the Company shall be maintained at the principal office of the Company and shall be available for examination there by any Member, or its duly authorized representatives, at any and all reasonable times. The Company may maintain such books and records and may provide such financial or other statements as Manager deems advisable.

Section 10.2 Bank Accounts

The bank accounts of the Company shall be maintained separately from any other funds and in such financial institutions as Manager shall determine. Withdrawals shall be made only in the regular course of Company business on such signature or signatures as Manager may determine.

Section 10.3 Accountants

The Accountants shall prepare, for execution by Manager all tax returns of the Company.

Section 10.4 Tax Elections

Subject to the provisions of Section 9.5, all elections required or permitted to be made by the Company under the Code shall be made by Manager in such manner as will be most advantageous to a majority of the Members.

Section 10.5 Special Basis Adjustments

In the event of a transfer of all or any part of the interest of any Member for consideration in excess of the adjusted basis for such interest for Federal income tax purposes, Manager shall have the right, to be exercised in its sole discretion, to cause the Company to elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law) to adjust the basis of the Company property. Notwithstanding anything contained in Article IX hereof, any adjustments made pursuant to said Section 754 shall affect only the successor in interest to the transferring Member. Each Member will furnish the Company all information necessary to give effect to such election.

Section 10.6 Fiscal Year

The fiscal and tax year of the Company shall be the calendar year. The books of the Company shall be kept on an accrual basis, provided that Manager shall have the right to change to the cash basis if such change is, in the opinion of Manager, advantageous to the Members and if the use of the cash basis is permitted under the Code.

Section 10.7 Information to Members

A. Within ninety (90) days after the end of each fiscal year, Manager shall deliver to all Persons who were Members at any time during the fiscal year all necessary Federal income tax information.

B. Within one hundred twenty (120) days after the end of each fiscal year, Manager shall deliver to all Members an unaudited financial report of the Company for the prior fiscal year including a balance sheet, a profit and loss statement and a statement of changes in financial position.

ARTICLE XI
General Provisions

Section 11.1 Section 708 Restrictions

Except as otherwise agreed by the Members, notwithstanding any other provisions of this Agreement, no sale or exchange of any Member's interest in the Company may be made if the interest sought to be sold or exchanged, when added to the total of all other interests in the Company sold or exchanged within the period of twelve consecutive months prior to the proposed date of sale or exchange, could, in the opinion of tax counsel to the Company, result in the termination of the Company under Section 708 of the Code. Any sale, exchange or other transfer in contravention of any of the provisions of this Section 10.1. shall be void ab initio and ineffectual, and shall not bind or be recognized by the Company.

Section 11.2 Amendments to Schedule A and Certificate

Upon any change in the composition of the Company, to the extent required by the Act, Schedule A shall be amended only by written agreement of Manager to reflect the then current composition of the Company.

Section 11.3 Notices

Any notice called for under this Agreement shall be in writing and shall be deemed adequately given if and when sent by registered or certified mail, postage prepaid, to the party for whom such notice is intended at its last address of record on the Company books. Each Member shall give written notice to the Company of any change in its address.

Section 11.4 Word Meanings

The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

Section 11.5 Binding Effect

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Section 11.6 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State.

Section 11.7 Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 11.8 Separability of Provisions

Each provision of this Agreement shall be considered separable and (a) if for any reason any provision is determined to be invalid, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (b) if for any reason any provision would cause the Members to be bound by the obligations of the Company such provision or provisions shall be deemed void and of no effect.

Section 11.9 Paragraph Titles

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 11.10 Amendment Procedure

This Agreement may be amended only by the Members upon obtaining the Consent of the Members.

[Signature Pages Follow]

Subscribed and sworn to under seal as of the date first above written.

MEMBERS/MANAGING MEMBERS:

By: Laxmi Pradan
Name: Laxmi Pradhan
Title: Managing Member

Porter Square Remedies LLC

SCHEDULE A

As of March __, 2019

Members	Capital Contribution	Capital Account Value	Percentage Interest
Laxmi Pradhan 8 Curtis Street Somerville, MA (Member and Managing Member)			100%
(Member and Managing Member)			

Plan to Obtain Insurance

Porter Square Remedies LLC will obtain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate for which the deductible is no higher than $5,000 per occurrence. Porter Square Remedies LLC intends to purchase product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, with a deductible no higher than $5,000 per occurrence, from the Massachusetts-based insurance brokerage Budrisk.

Paul Pierce's Private Lounge (coming soon)

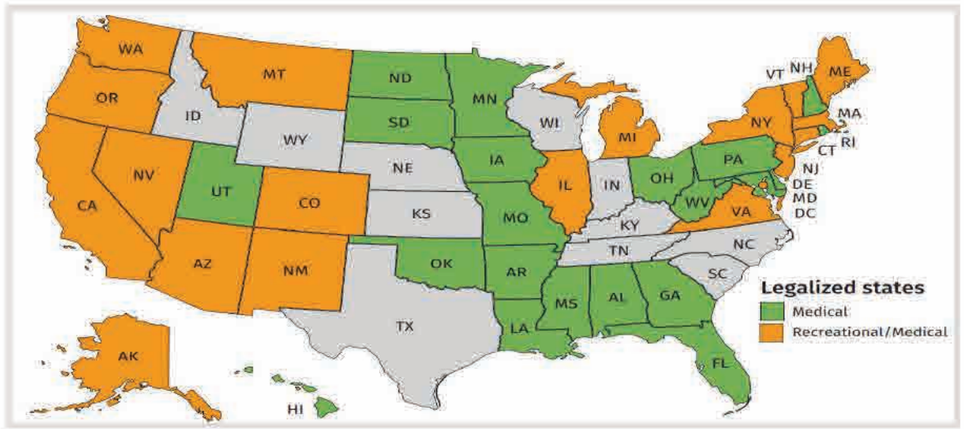
Porter Square Remedies Presents

Vacant future expansion site



MARKET DATA

Legalization by State

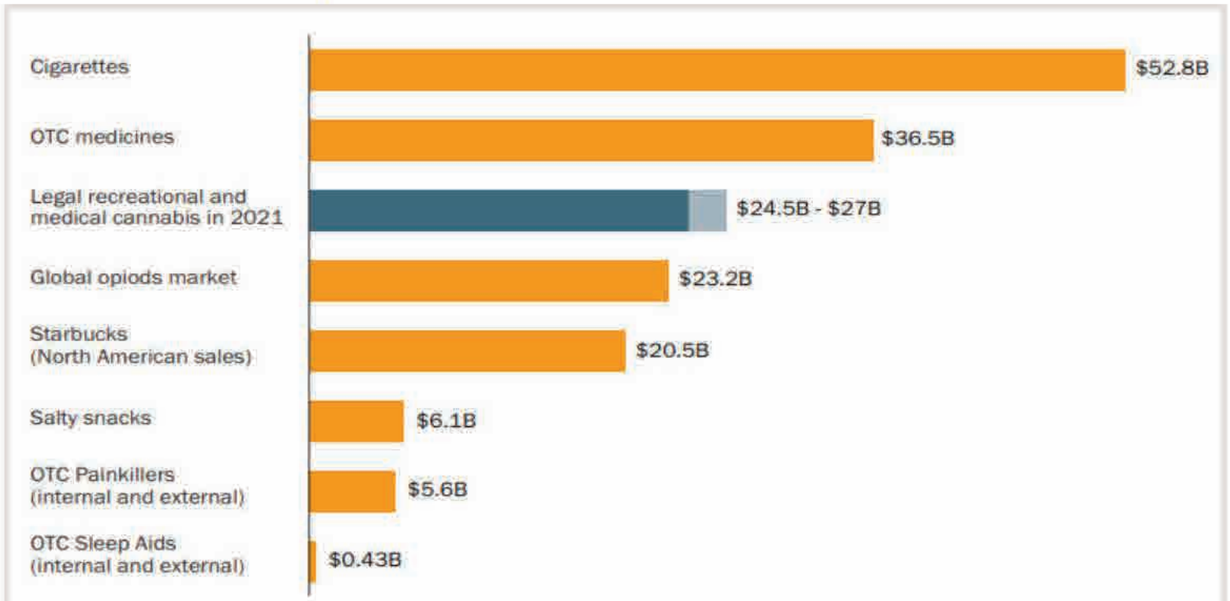


77% of the US Population has legal access to cannabis

- 39 states have either medical or recreational cannabis programs.

Source: MJBizFactbook

Cannabis vs Cigarettes, Opioids & Starbucks



2021 Highlights:

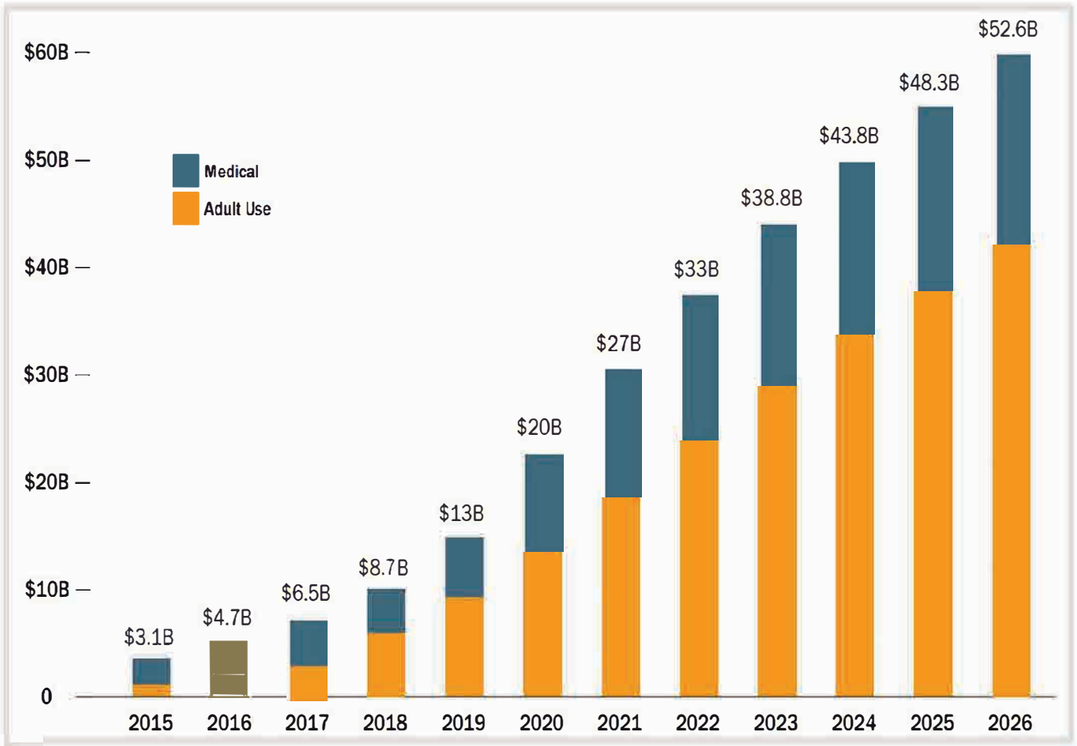
- Legal and medical cannabis sales have eclipsed global opioids for the first time. (estimated black market sales not calculated)
- Overall, the marijuana industry has been growing more rapidly than many other comparable categories in the U.S.

Source: MJBizFactbook research, Statista, Consumer Healthcare Products Association, BCC Research, Mordor Research, Allied Research, Starbucks financial filings, IRI Market Advantage

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MARKET DATA

US Retail Sales $50+ Billion by 2026



From 2021-2022, adult use cannabis sales increased 70.4% from $830 million to $1.42 billion. Sales came from only 194 retailers which is an industry record.
The Industry brings in between $3 million to $5 million per day with tax revenues having surpassed alcohol taxes in the state.

Source: https://masscannabiscontrol.com/open-data/

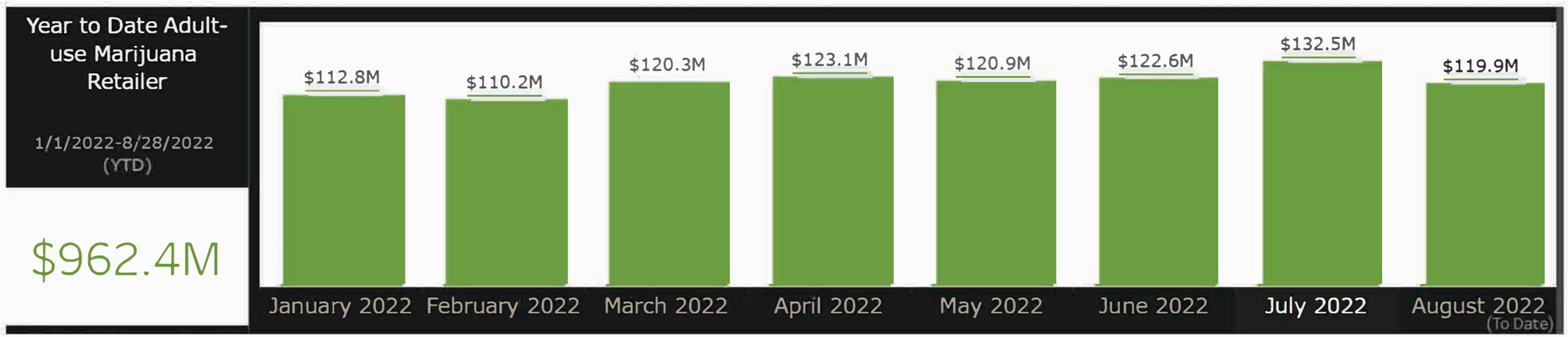
Medical & Retail Sales in the United States

- Retail marijuana sales in the United States are expected to surpass $30 billion by the end of 2022

Source: MJBIZ Factbook

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Massachusetts retail sales per month year to date



GENERAL INFORMATION

There are only 2 Adult use dispensaries in the City of Cambridge open. (Aug 31, 2022)

Cambridge is only 7.10 square miles and was named no.7 on Zillow's list of top cities where millennials live*, and Nerdwallet listed the city as the 4th wealthiest in the Northeast and the "greenest commuting city in the nation".

TRUTH retail is located in a dense urban neighborhood and is directly across the street from the Porter Square station housing the MBTA Red Line "T" stop, Route 1 MBTA Bus Line, and commuter rail. The Porter Square T stop alone has over 8,000 passengers board daily on average.

TRUTH retail is also directly across the street from Porter Square Shopping Center, a local and regional shopping destination with stores such as Target, Star Market grocery, Michael's, CVS, Ace Hardware and restaurants. The Shopping Center has over 350 free 2-hour parking spaces, and there is a crosswalk linking the Shopping Center to Truth retail.

Porter Square was named the second most walkable neighborhood in Cambridge, holding a walking score of 95, a public transit score of 76 and a bike score of 95.

DEMOGRAPHICS

2021 Estimates	3 miles	5 miles	15-minute drive time
Population	370,882	965,240	429,788
Avg. Household Income	$133,551	$131,979	$141,445
Median Age	33	34	34
Population w/ Bachelors Degree+	69%	61%	69%

Source: 2022 Sites USA, Porter Square Shopping Center :Wilder (wilderco.com)

Store information

- 1,872 ft^2 space, with plans for a 1,100 ft^2 dispensary with 6 registers
- Lease Term: 10-year term
- In discussions to expand store to 2,400 ft^2 total by acquiring the vacant restaurant next door (see initial slide, restaurant name Rod Dee).

*https://www.boston.com/real-estate/home-buying/2016/03/17/cambridge-has-among-the-highest-percentages-of-rich-millennial-households-in-the-country/

**aaaa

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STORE DIFFERENTIATION

CRITICAL SUCCESS FACTORS

- **Unique and Exclusive Benefits:**
    - Store will be the first of many Paul Pierce's namesake retail stores called "Truth". Boston takes their sports teams very seriously and Paul is the person who won them a championship since 1986 and the team is currently tied with the Los Angeles Lakers.
    - Regular celebrity appearances by Paul Pierce, Whoopi Goldberg, Gary Payton, Rick Ross, Red Café and more to come.
- **Exclusive Product Launches and Offerings:**
    - Celebrity Brands, West Coast Brands & Lifestyle Brands (ex. Music and Surfer)
- **World-renowned Location in Cambridge (800,000+ population)**
    - The Cambridge appellation provides global recognition and a stellar reputation with 31 colleges in the city.
    - Close to 4 universities- Store is 1 block from Lesley University, 1 mile away from Harvard University, Tufts University, and Longy school of Music of Bard college, and 2 miles from MIT
    - MIT is 3 subway stops away while Harvard is 1st stop.
    - Close to public transportation hub, a shopping center and 350+ spaces of free parking.
    - Favorable cannabis consumers – The Cambridge population has been described as progressive, highly competitive (and stressed), and with a large discretionary income; the population includes those who are curious about cannabis and regular avid users.
- **Experienced Team**: Operating since 2001 in San Francisco, 2004 in West Hollywood
- **Private Consumption Lounge**: Paul Pierce's TRUTH private social consumption lounge will be located next door.

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MAP



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FINANCIAL PROFORMA – 5 YEAR

	2023*	2024	2025	2026	2027
Average Daily Visitors	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Total Customers Purchasing Cannabis	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Average Basket Size - cannabis	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]
Total Customers - ancillary goods	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Average Basket Size - ancillary goods	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]
Gross Revenue	$ 11,365,905	$ 29,358,742	$ 30,455,685	$ 31,915,131	$ 32,868,437
Total Inventory Costs	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Total Admin, Support, Sales	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]
Total Expenses	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]
Operating Income	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]
Operating Margin	39%	45%	46%	46%	46%
	*Calculation starts in May 2023				

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USE OF FUNDS

- Capital Expense ($1,095,000)
  - HCA, Special Permit & Lease Acquisition Expense ([redacted])
  - Build-out Expense ([redacted])
  - Capital Equipment ([redacted])
- Operational Expense ([redacted])
  - Rent ([redacted])
  - Advertising/Promotional Expenses ([redacted])
  - Administrative/Consulting Fees ([redacted])
  - Pre-Operations Salaries ([redacted])
  - Opening Inventory ([redacted])
  - Contingency Fund ([redacted])
- Overall Capital Raise Capped at [redacted]

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Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(4), the retail facility operated by Porter Square Remedies LLC ("Porter Square Remedies") will only be accessible to individuals aged 21 and older who present a valid government-issued ID. Once inside Porter Square Remedies' mantrap entrance, a Porter Square Remedies agent will immediately inspect the patient's individuals government-issued identification. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older.

Porter Square Remedies will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Porter Square Remedies will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Porter Square Remedies will not engage in any Brand Name sponsorship, advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor Advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Porter Square Remedies will not sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)2.a.7., any marketing, advertising and branding materials for public viewing will include the statement, "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement, and shall include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement: "This product may cause impairment and may be habit forming;" "Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug;" "There may be health risks associated with consumption of this product;" or "Marijuana should not be used by women who are pregnant or breastfeeding." Pursuant to 935 CMR 500.105(6)(a), packaging for any marijuana or marijuana products shall be opaque and plain in design, and will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Porter Square Remedies' website will require all online visitors to verify that the entrant is 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(8).

Quality Control and Testing

Quality Control

Porter Square Remedies LLC ("Porter Square Remedies") will comply with the following sanitary requirements:

1. Any Porter Square Remedies agent whose job includes contact with marijuana or nonedible marijuana products through repackaging is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Porter Square Remedies agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
    c. Porter Square Remedies' hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature.
3. Hand-washing facilities will be in Porter Square Remedies' production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Porter Square Remedies' facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Porter Square Remedies will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Porter Square Remedies' floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Porter Square Remedies' facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Porter Square Remedies' building, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Porter Square Remedies will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces 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. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products;
11. Porter Square Remedies will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Porter Square Remedies' plumbing will be of adequate size and design, and adequately installed and maintained to carry enough water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Porter Square Remedies will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Porter Square Remedies will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Porter Square Remedies will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
16. Porter Square Remedies' vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Porter Square Remedies shall comply with sanitary requirements during the development or Processing of Edibles. All Edibles shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments.*

All Marijuana in the process of preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft, or loss.

1. Such items shall be accessible only to the minimum number of specifically authorized ME Agents essential for efficient operation;
2. Such items shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day; and
3. If a repackaging process cannot be completed at the end of a working day, the Processing area containing Marijuana shall be securely locked inside an area or building that affords adequate security.

Porter Square Remedies will ensure that its facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Porter Square Remedies will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Porter Square Remedies to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Porter Square Remedies will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Porter Square Remedies' marijuana products will 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.

Personnel Policies Including Background Checks

Overview

Porter Square Remedies LLC ("Porter Square Remedies") will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Porter Square Remedies will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Personnel Policies

I. Code of Ethics

Porter Square Remedies is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Porter Square Remedies' mission to provide a professional workplace free from harassment and discrimination for employees. Porter Square Remedies will not tolerate harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination based on any protected trait or characteristic is contrary to Porter Square Remedies' values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Porter Square Remedies employees or customers is also condemned and will be promptly addressed.

II. Whistleblower Policy

It is the responsibility of every Porter Square Remedies Employee who witnesses or suspects criminal activity at the ME to report it immediately to Management.

As part of the whistleblower policy, Porter Square Remedies' Management will have an open-door policy, and Porter Square Remedies employees will be able to make such reports confidentially, without fear of reciprocity or retaliation. All Porter Square Remedies employees and management will receive training on the whistleblower policy to ensure that appropriate policies are followed, and employee rights are protected.

The Marijuana Establishment's whistleblower policy will:

- Protect any person whose disclosure of corruption is supported by a reasonable belief that it is true.
- Protect those who challenge national or international illegality, as well as abuse of authority, mismanagement, gross waste, or a substantial health or safety threat.
- Protect those who refuse to violate the law.
- Protect not only staff, but contractors and their employees, private citizens, or any entity exercising free speech rights to challenge abuses of power.
- Prohibit all forms of harassment, including threatened or recommended harassment.
- Establish confidentiality protection, including the right for prior review by whistleblowers of releases that otherwise might inadvertently disclose their identities, and accountability by designating confidentiality breaches as actionable misconduct.
- Commit to an independent Alternative Disputes Resolution in which Porter Square Remedies employees are partners in establishing the rules for resolution of their cases.

Porter Square Remedies will notify the Commission and the Police Chief immediately upon becoming aware of any reportable event listed above.

Porter Square Remedies will maintain and make available all documentation related to an occurrence that is reportable and will cooperate with any law enforcement investigations or directives from the Commission.

III. Policy of Notifying Persons with Disabilities of Accommodation Rights

It is Porter Square Remedies' policy that we will not discriminate against qualified individuals with disabilities regarding any aspect of their employment. Porter Square Remedies is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. Porter Square Remedies recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should consult https://www.mass.gov/service-

details/about-employment-rights as well as contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Porter Square Remedies, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Porter Square Remedies agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Porter Square Remedies facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Porter Square Remedies facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Porter Square Remedies agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Porter Square Remedies' security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Porter Square Remedies facility by verifying appropriate forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Porter Square Remedies agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Porter Square Remedies facility;
- Answer routine inquiries;

- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Porter Square Remedies agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the Metrc system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Porter Square Remedies' policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Porter Square Remedies will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Porter Square Remedies, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Porter Square Remedies agents;
- Review and revise Porter Square Remedies personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Porter Square Remedies agents under the supervision of the executive management team and department managers;
- Handle all agent discipline as necessary;
- Ensure compliance with all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;

- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Porter Square Remedies facility and that each customer receives the appropriate amount of individualized attention to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Porter Square Remedies facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Porter Square Remedies;
- Properly setting up product displays pursuant to Porter Square Remedies policies and procedures;
- Executing and enforcing compliance with Commission regulations and Porter Square Remedies policies and procedures;
- Understanding sales transactions using Metrc;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Porter Square Remedies and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- 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;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required because of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

Porter Square Remedies' Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Porter Square Remedies' personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Porter Square Remedies' Diversity Plan;
- Porter Square Remedies' Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Violence and Weapons in the Workplace

All acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Porter Square Remedies facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at Porter Square Remedies varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Retailer

Porter Square Remedies will abide by the terms of the special permit. The planned operating hours are listed below:

Monday:	9:00 AM - 11:00PM
Tuesday:	9:00 AM - 11:00PM
Wednesday:	9:00 AM - 11:00PM
Thursday:	9:00 AM - 11:00PM
Friday:	9:00 AM - 11:00PM
Saturday:	9:00 AM - 11:00PM
Sunday:	9:00 AM - 11:00PM

Overview of Personnel Policies and Procedures

Standard Employment Practices

Porter Square Remedies values the contributions of its management and staff positions. Porter Square Remedies will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Porter Square Remedies' written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Porter Square Remedies will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

Porter Square Remedies may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at Porter Square Remedies are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs daily and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting monthly. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews

must consider positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Porter Square Remedies leave policies will comport with all state and federal statutes.
All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Porter Square Remedies will determine which holidays will be observed and which departments will not be required to work. Porter Square Remedies will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Porter Square Remedies anticipates observing the following holidays:

- New Year's Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Porter Square Remedies' progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Porter Square Remedies' progressive discipline policies and procedures have been designed consistent with Porter Square Remedies' organizational values, best practices, and state and federal employment laws.

Porter Square Remedies reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Porter Square Remedies as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's

signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Porter Square Remedies recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Porter Square Remedies will try to

utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Porter Square Remedies reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Porter Square Remedies and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end because of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Porter Square Remedies, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. *Resignation*
   Resignation is a voluntary act initiated by the employee to end employment with Porter Square Remedies. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. *Retirement*
   An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Porter Square Remedies to give special recognition to employees at the time of their retirement.

3. *Job Abandonment*
   An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. *Termination*
   Employees of Porter Square Remedies are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. *Reduction in Workforce*
   An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. *Release*
   Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to

return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Porter Square Remedies to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Porter Square Remedies is eligible to receive benefits if the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Porter Square Remedies believes that it is in the best interest of both the organization and Porter Square Remedies' employees to fairly compensate its workforce for the value of the work provided. It is Porter Square Remedies' intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.

2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Porter Square Remedies, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Porter Square Remedies.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The COO is charged with ensuring that Porter Square Remedies is staffed with highly qualified, fully competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the COO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The COO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

<u>Agent Background Checks</u>

- In addition to completing the Commission’s agent registration process, all agents hired to work for Porter Square Remedies will undergo a detailed background investigation prior to being granted access to a Porter Square Remedies facility or beginning work duties.

- Background checks will be conducted on all agents in their capacity as employees or volunteers for Porter Square Remedies pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030(1), Porter Square Remedies will consider:
    a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
    b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
    c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Porter Square Remedies will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Porter Square Remedies will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
        ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time

of the offense including, but not limited to, professional or educational certifications obtained; and

x. Any other relevant information, including information submitted by the subject.

c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- Upon adverse determination, Porter Square Remedies will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Porter Square Remedies along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g., members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Porter Square Remedies or the Commission.

Qualifications and Training

Porter Square Remedies LLC ("Porter Square Remedies") will ensure that all employees hired to work there will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Porter Square Remedies believes in hands-on learning and will implement this kind of training with all employees. As a result, there is no standard training program/module outside of the outline below, but rather each new employee will have a tailored training experience and mentorship under the General Manager.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Porter Square Remedies will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. If Porter Square Remedies discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Porter Square Remedies will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Porter Square Remedies' agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

All of Porter Square Remedies' current owners, managers, and employees have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Porter Square Remedies' new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Porter Square Remedies' owners, managers, and employees will then successfully complete the program once every year thereafter. Porter Square Remedies will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Porter Square Remedies' records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Porter Square Remedies' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
    - Local and state licensing and enforcement;
    - Incident and notification requirements;
    - Administrative and criminal liability and license sanctions and court sanctions;
    - Waste disposal and health and safety standards;
    - Patrons prohibited from bringing marijuana onto licensed premises;
    - Permitted hours of sale and conduct of establishment;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Licensee responsibilities for activities occurring within licensed premises;
    - Maintenance of records and privacy issues; and
    - Prohibited purchases and practices.

Standard Operating Procedure

General Commercial Cannabis Cultivation

Objective Statement : **Commercial Cannabis Cultivation Sec. 14.1.1**

Activity : **Policies and Procedures for Energy Efficiency and Conservation**

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i) Energy Use Reduction Opportunities

Written Operating Procedures must incorporate the following:

(1) Description of how will ME monitor its energy consumption and make adjustments to operations based on energy-usage data
    i. Lighting, dehumidification, HVAC
(2) Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations and expansions
(3) Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced

ii) **Opportunities for Renewable Energy Generation**

Written Operating Procedures must incorporate the following:

(i) Description of how ME will make energy suppy decisions and regularly evaluate renewable options
(ii) Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations or expansions and
(iii) Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced

iii) **Strategies to Reduce Electric Demand** (such as lighting schedules, active load management and energy storage); and

Written Operating Procedures must incorporate the following:

(i) Description of how the ME will monitor energy demand and make adjustment to operations based on data and
(ii) Procedures for participation in load curtailment, energy storage or other active demand management programs as applicable

iv) **Engagement with Energy Efficiency Programs** offered pursuant to M.G.L. c. 25, §21 or through municipal lighting plants.

Written Operating Procedures explain how company will have:

(a) Regular engagement with energy efficiency programs (account representatives, vendors, etc.) to ensure awareness of new opportunities and incentives

Recordkeeping Procedures

General Overview

Porter Square Remedies LLC ("Porter Square Remedies") has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Porter Square Remedies documents. Records will be stored at Porter Square Remedies in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Porter Square Remedies is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Porter Square Remedies' quarter-end closing procedures. The financial records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. In addition, Porter Square Remedies' operating procedures will be updated on an ongoing basis as needed and undergo a review by the CLO on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
    - Insurance Coverage:
        - Directors & Officers Policy
        - Product Liability Policy
        - General Liability Policy
        - Umbrella Policy
        - Workers Compensation Policy
        - Employer Professional Liability Policy
    - Third-Party Laboratory Contracts
    - Commission Requirements:
        - Annual Agent Registration
        - Annual Marijuana Establishment Registration
    - Local Compliance:
        - Certificate of Occupancy
        - Special Permits
        - Variances
        - Site Plan Approvals
        - As-Built Drawings
    - Corporate Governance:
        - Annual Report
        - Secretary of State Filings

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Porter Square Remedies, including members, if any.
    - The financial records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles.

- **Personnel Records: The following personnel records shall be maintained:**
    - **Job descriptions for each agent;**
    - **A personnel record for each marijuana establishment agent.** Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Porter Square Remedies and will include, at a minimum, the following:
        - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        - Documentation of verification of references;
        - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        - 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;
        - Documentation of periodic performance evaluations; and
        - A record of any disciplinary action taken.
        - Notice of completed responsible vendor and eight-hour related duty training.
    - **A staffing plan that will demonstrate accessible business hours and safe operating conditions**;
    - **Personnel policies and procedures** including, at a minimum, the following:
        - Code of ethics
        - Whistle-blower policy; and
        - A policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a

comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations, and

- **All background check reports obtained in accordance** with M.G.L. c. 6, §172, 935 CMR 500.029:*Registration and Conduct of Independent Testing Laboratory Agents*, **935 CMR 500.030**: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

- Handling and Testing of Marijuana Records
  - Porter Square Remedies will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
  - Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal.
  - A Marijuana Establishment shall:
  - Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products in the process of cultivation, and finished, stored Marijuana;
  - Conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored Marijuana;
  - Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
  - Promptly transcribe inventories if taken by use of an oral recording device.
  - The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
  - A Marijuana Establishment shall attach plant tags to all Marijuana, Clones, and plants and attach package tags to all Finished Marijuana and Marijuana Products, and track all Marijuana seeds, Clones, plants, and Marijuana Products, using a Seed-to-sale methodology in a form and manner to be approved by the Commission.
  - The failure to enter inventory into the Seed-to-sale SOR may result in the suspension or revocation of a Marijuana Establishment License.
  - Any distribution and acquisition of Marijuana and Marijuana Products shall be tracked in the Seed-to-sale SOR in a form and manner determined by the

Commission. Any distribution of Marijuana and Marijuana Products that is not tracked in the Seed-to-sale SOR may result in the suspension or revocation of a Marijuana Establishment License or other administrative action.
    - No Marijuana Product, including Marijuana, may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000: Adult Use of Marijuana.

- Seed-to-Sale Tracking Records
    - Porter Square Remedies will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, as applicable, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
    - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
    - Within ten (10) calendar days, Porter Square Remedies will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Porter Square Remedies for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
    - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, Porter Square Remedies will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Porter Square Remedies agents present during the disposal or handling, with their signatures. Porter Square Remedies will keep disposal records for at least three (3) years. This

period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
    - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
    - Porter Square Remedies will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
    - In the event Porter Square Remedies closes, all records will be kept for at least two (2) years at Porter Square Remedies' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Porter Square Remedies will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Porter Square Remedies' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
    - Security measures in compliance with 935 CMR 500.110;
    - Agent security policies, including personal safety and crime prevention techniques;
    - A description of Porter Square Remedies' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
    - Storage of marijuana in compliance with 935 CMR 500.105(11);
    - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
    - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;

- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the Commission;
    - Engaged in unsafe practices with regard to Porter Square Remedies operations, which will be reported to the Commission; or
    - 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.
- A list of all executives of Porter Square Remedies and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Porter Square Remedies' website.
- Policies and procedures for the handling of cash on Porter Square Remedies 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.
- Policies and procedures for energy efficiency and conservation that will 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;
    - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

<u>Record-Retention</u>

Porter Square Remedies will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Maintaining of Financial Records

Porter Square Remedies LLC's ("Porter Square Remedies") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Porter Square Remedies is prohibited from utilizing software or other methods to manipulate or alter sales data.
- Porter Square Remedies shall conduct a monthly analysis of its 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.
- If a retailer 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:
    - It shall immediately disclose the information to the Commission;
    - It shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    - Take such other action directed by the Commission to comply with 935 CMR 500.105.

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
    - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
        - Assets and liabilities;
        - Monetary transactions;
        - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
        - Sales records that indicate the name of the Registered Qualifying Patient or Personal Caregiver to whom marijuana has been dispensed and the quantity, form, and cost of marijuana products; and
        - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with

Porter Square Remedies including Persons or Entities Having Direct or Indirect Control over Porter Square Remedies, and any stipend or compensation paid to each of board of directors member, if any.

- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
    - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
    - Fines or penalties, if any, paid under 935 CMR 500.450 or any other section of the Commission's regulations.

DIVERSITY PLAN

Overview

Porter Square Remedies LLC ("Porter Square Remedies") is dedicated to creating a diverse culture that invests in people of all backgrounds and equips them with the tools and support they need to flourish in this industry. Porter Square Remedies' diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Porter Square Remedies acknowledges that the progress of success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

Porter Square Remedies will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of Marijuana Establishments.

Goals

Porter Square Remedies' primary goal is to hire a workforce with diverse composition. Porter Square Remedies intends to meet the following hiring targets:

- 65% women
- 35% minorities
- 10% LGBTQ+
- 5% veterans
- 5% persons with disabilities

Porter Square Remedies' second goal is to create an inclusive environment by requiring all employees to complete training on cultural sensitivity and recognizing unconscious bias upon hire and at least once per year. This training will ensure that all employees understand what Porter Square Remedies (and the law) considers appropriate and inappropriate behavior towards people based on their race, ethnicity, age, religion, disability or gender identity or sexual orientation. In addition to the list of characteristics that are protected against discrimination and harassment, this training will also explore the types of inclusive actions that can improve teamwork and motivation. This training will help employees understand the nuances of cross-culture communication, and the importance of words, actions, gestures and body language in cultivating relationships with different people and groups. This training should stimulate ongoing conversations among co-workers about how to deal with bias and insensitive remarks and behavior. It will also encourage employees to speak up, ask questions, raise concerns and report

incidents of discrimination they experience or observe.

Porter Square Remedies' third goal is to support its diverse workforce by providing biweekly one-on-one mentorship meetings between members of the above-listed groups and the General Manager or Chief Operating Officer. These meetings are intended to provide a forum for the employee to discuss his or her personal development goals directly with management and to come up with strategies to meet those goals. Employees will be encouraged to share any challenges that they are facing in their employment with the intention that management will provide guidance on how to resolve the conflict or, if appropriate, will address the matter directly with the appropriate individuals. These meetings will also present an opportunity for employees to share their ideas about how to improve the company privately and directly with management.

The next section delineates the programs Porter Square Remedies proposes to fulfill its diversity goals. Each program identifies a target goal and metric for evaluating progress in these pursuits.

Programming

1. **Establish recruiting programs at women's colleges**.
    - Goal: Porter Square Remedies will provide recruitment materials geared towards students at least 21 years of age **twice per year**, at the beginning of the Fall and Spring semesters, to career development centers at the following women's colleges and community colleges where students of color are in the majority:
        1. Leslie College in Cambridge
        2. Simmons College in Boston
        3. Bunker Hill Community College in Boston
        4. Roxbury Community College in Boston

    - Metric: Document how many materials are distributed and to whom they are given. Porter Square Remedies will ensure that the materials are geared towards students at least 21 years of age and will ensure this requirement is clearly communicated to the career centers. Porter Square Remember will track responses to these materials and report annually on ratesof interview, hiring, and retention.

2. **Provide mandatory cultural sensitivity and recognizing unconscious bias training upon hire and annually**.
    - Goal: Ensure that 100% of employees will receive cultural sensitivity training within 120 days of hire. There will also be an annual training for all employees.
    - Metric: Document and report on numbers of employees completing training, including signatures and a reflection from each employee about what the training meant to them.

3. **Provide biweekly one-on-one mentorship meetings between General Manager or Chief Operating Officer and diverse employees**.

- Goal: Provide biweekly one-on-one mentorship meetings between Director of Operations and employees belonging to the groups listed on page 1.
- Metric 1: Document and report on numbers of employees completing meetings.
- Metric 2: Document number of promotions given to employees who are mentored.

- *How would scheduling conflicts be handled and reasons recorded?*

- In the event that a mentorship meeting cannot be held at its dedicated scheduled time, the meeting shall be rescheduled to a different time on a date within one week of the dedicated scheduled time.

- *How will the results of these discussions between employees and management be document in terms of company policy or procedure changes suggested?*

  The General Manager or COO would report the outcome of these conversations to the CEO, and they would jointly decide what policies or procedures to adopt to address the concerns/issues raised by employees.