



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284652  
Original Issued Date: 10/19/2023  
Issued Date: 10/19/2023  
Expiration Date: 10/19/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Kur Retailers, LLC

Phone Number: 773-457-0190 Email Address: bhorrigan@pandasolutions.co

Business Address 1: 46 Moore St

Business Address 2:

Business City: E. Longmeadow Business State: MA

Business Zip Code: 01028

Mailing Address 1: 2611 Woodruff Rd

Mailing Address 2:

Mailing City: Spokane

Mailing State: WA

Mailing Zip Code: 99206

### 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: 36

Percentage Of Control:

Role: Other (specify)

Other Role: Investor

First Name: John

Last Name: Norton

Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	
Person with Direct or Indirect Authority 2	
Percentage Of Ownership: 46	Percentage Of Control: 100
Role: Owner / Partner	Other Role:
First Name: Katrina	Last Name: Hewitt-McKinley Suffix:
Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 91	
Entity Legal Name: KUR Investments LLC	Entity DBA:	DBA City:
Entity Description: Parent Company		
Foreign Subsidiary Narrative:		
Entity Phone: 509-991-3520	Entity Email: queenpanda@growopfarms.com	Entity Website:
Entity Address 1: 2611 N. Woodruff Rd.,	Entity Address 2:	
Entity City: Spokane Valley	Entity State: WA	Entity Zip Code: 99206
Entity Mailing Address 1: 2611 N. Woodruff Rd.,	Entity Mailing Address 2:	
Entity Mailing City: Spokane Valley	Entity Mailing State: WA	Entity Mailing Zip Code: 99206
Relationship Description: Holding company of KUR Retailers, LLC		

#### Entity with Direct or Indirect Authority 2

Percentage of Control:	Percentage of Ownership: 54.5	
Entity Legal Name: PS Retail LLC.	Entity DBA:	DBA City:
Entity Description: 60% Owner of KUR Investments		
Foreign Subsidiary Narrative:		
Entity Phone: 509-991-3520	Entity Email: queenpanda@growopfarms.com	Entity Website:
Entity Address 1: 2611 N. Woodruff Rd.,	Entity Address 2:	
Entity City: Spokane Valley	Entity State: WA	Entity Zip Code: 99206
Entity Mailing Address 1: 2611 N. Woodruff Rd.,	Entity Mailing Address 2:	
Entity Mailing City: Spokane Valley	Entity Mailing State: WA	Entity Mailing Zip Code: 99206
Relationship Description: 54.5% Owner of Kur Retailers, LLC.		

#### Entity with Direct or Indirect Authority 3

Percentage of Control:	Percentage of Ownership: 36.5	
Entity Legal Name: North Family Trust	Entity DBA:	DBA City:
Entity Description: 40% Owner of KUR Investments		
Foreign Subsidiary Narrative:		
Entity Phone: 831-229-5388	Entity Email: jpnorton1@aol.com	Entity Website:
Entity Address 1: 22203 NE 128th Cir	Entity Address 2:	
Entity City: Brush Prarie	Entity State: WA	Entity Zip Code: 98606

Entity Mailing Address 1: 22203 NE 128th Cir		Entity Mailing Address 2:	
Entity Mailing City: Brush Prairie	Entity Mailing State: WA	Entity Mailing Zip Code: 98606	
Relationship Description: 36.5% Owner of Kur Retailers, LLC.			

Entity with Direct or Indirect Authority 4

Percentage of Control:	Percentage of Ownership: 54.5		
Entity Legal Name: Panda Solutions LLC	Entity DBA:	DBA City:	
Entity Description: 100% owner of PS Retail LLC			
Foreign Subsidiary Narrative:			
Entity Phone: 509-991-3520	Entity Email: queenpanda@growopfarms.com	Entity Website:	
Entity Address 1: 2611 N. Woodruff Rd	Entity Address 2:		
Entity City: Spokane	Entity State: WA	Entity Zip Code: 99206	
Entity Mailing Address 1: 2611 N. Woodruff Rd	Entity Mailing Address 2:		
Entity Mailing City: Spokane	Entity Mailing State: WA	Entity Mailing Zip Code: 99206	
Relationship Description: Panda Solutions LLC is 100% owner of PS Retail LLC			

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Panda Solutions, LLC.		Entity DBA:	
Email:	Phone:		
queenpanda@growopfarms.com	509-991-3520		
Address 1: 2611 N. Woodruff Rd	Address 2:		
City: Spokane	State: WA	Zip Code: 99206	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided:	Percentage of Initial Capital:
		\$10000	100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name:	Owner Last Name: Hewitt-McKinley	Owner Suffix:
Katrina		
Entity Legal Name: GrowOp Farms, LLC		Entity DBA:
Entity Description: Washington Licensed Cultivation and Processing Establishment		
Entity Phone:	Entity Email:	Entity Website:
509-991-3520	queenpanda@growopfarms.com	
Entity Address 1: 10717 E. Pierce Ln.		Entity Address 2:
Entity City: Spokane	Entity State: WA	Entity Zip Code: 99206      Entity Country: United States
Entity Mailing Address 1: 10717 E. Pierce Ln.		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State: WA	Entity Mailing Zip Code:      Entity Mailing Country: United States
Spokane		99206

Date generated: 11/01/2023

### Business Interest in Other State 2

#### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name:	Owner Last Name: Hewitt-McKinley	Owner Suffix:					
Katrina							
Entity Legal Name:	Phat N Sticky, LLC	Entity DBA:					
Entity Description:	Washington Licensed Cultivation and Processing Establishment						
Entity Phone:	Entity Email:	Entity Website:					
509-991-3520	queenpanda@growopfarms.com						
Entity Address 1:	10717 E. Pierce Ln.	Entity Address 2:					
Entity City:	Spokane	Entity State:	WA	Entity Zip Code:	99206	Entity Country:	United States
Entity Mailing Address 1:	10717 E. Pierce Ln.	Entity Mailing Address 2:					
Entity Mailing City:	Spokane	Entity Mailing State:	WA	Entity Mailing Zip Code:	99206	Entity Mailing Country:	United States

### Business Interest in Other State 3

#### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name:	Katrina	Owner Last Name:	Hewitt-McKinley	Owner Suffix:			
Entity Legal Name:	Ctrl Alt Destroy, Inc.			Entity DBA:			
Entity Description:	California Medicinal Retailer License Holder						
Entity Phone:	858-382-9958	Entity Email:	jnocella99@gmail.com	Entity Website:			
Entity Address 1:	8039 Balboa Avenue			Entity Address 2:			
Entity City:	San Diego	Entity State:	CA	Entity Zip Code:	92111	Entity Country:	United States
Entity Mailing Address 1:	8039 Balboa Avenue			Entity Mailing Address 2:			
Entity Mailing City:	San Diego	Entity Mailing State:	CA	Entity Mailing Zip Code:	92111	Entity Mailing Country:	United States

### Business Interest in Other State 4

#### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name:	Katrina	Owner Last Name:	Hewitt-McKinley	Owner Suffix:			
Entity Legal Name:	GREENFIELD ORGANIX 4TH ST			Entity DBA:			
Entity Description:	Adult Use and Medicinal Provisional Distributor License. Indoor Cultivation, nursery and extraction licenses.CDPH-10002336, CCL20-0002420, CCL20-0002430,						
Entity Phone:	509-991-3520	Entity Email:	queenpanda@growopfarms.com	Entity Website:			
Entity Address 1:	48 4th Street			Entity Address 2:			
Entity City:	Greenfield	Entity State:	CA	Entity Zip Code:	93927	Entity Country:	USA
Entity Mailing Address 1:	48 4th Street			Entity Mailing Address 2:			
Entity Mailing City:	Greenfield	Entity Mailing State:	CA	Entity Mailing Zip Code:	93927	Entity Mailing Country:	USA

### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 461 Boston Road / SS Boston Road

Date generated: 11/01/2023

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Establishment Address 2:

Establishment City: Springfield

Establishment Zip Code: 01109

Approximate square footage of the establishment: 3000

How many abutters does this property have?: 42

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	HCA Cert.pdf	pdf	6279d387560e3c0008912d02	05/09/2022
Plan to Remain Compliant with Local Zoning	Plan to remain compliant.pdf	pdf	62ded3f4fad139000865debe	07/25/2022
Community Outreach Meeting Documentation	KUR COM Documentation 7 2022 - Redacted_Redacted.pdf	pdf	62ed2c22b027db00094ff996	08/05/2022

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	KUR Positive Impact Plan_2.1.pdf	pdf	63169d43d239e20007e9d3f5	09/05/2022

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Katrina

Last Name: Hewitt-McKinley Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: John

Last Name: Norton Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: KUR Investments LLC.

Entity DBA:

Entity Description: Parent Company

Phone: 509-991-3520

Email: queenpanda@growopfarms.com

Date generated: 11/01/2023

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Primary Business Address 1: 2611 N. Woodruff Road Primary Business Address 2:  
 Primary Business City: Spokane Primary Business State: WA Principal Business Zip Code: 99206  
 Additional Information:

#### Entity Background Check Information 2

Role: Parent Company Other Role:  
 Entity Legal Name: PS Retail, LLC. Entity DBA:  
 Entity Description: 60% Owner of KUR Investments  
 Phone: 509-991-3520 Email: queenpanda@growopfarms.com  
 Primary Business Address 1: 2611 N. Woodruff Road Primary Business Address 2:  
 Primary Business City: Spokane Primary Business State: WA Principal Business Zip Code: 99206  
 Additional Information:

#### Entity Background Check Information 3

Role: Parent Company Other Role:  
 Entity Legal Name: North Family Trust Entity DBA:  
 Entity Description: 40% Owner of KUR Investments  
 Phone: 831-229-5388 Email: jpnorton1@aol.com  
 Primary Business Address 1: 22203 NE 128th Cir. Primary Business Address 2:  
 Primary Business City: Brush Prairie Primary Business State: WA Principal Business Zip Code:  
 98606  
 Additional Information:

#### Entity Background Check Information 4

Role: Parent Company Other Role:  
 Entity Legal Name: Panda Solutions, LLC. Entity DBA:  
 Entity Description: 100% Owner of PS Retail, LLC.  
 Phone: 509-991-3520 Email: queenpanda@growopfarms.com  
 Primary Business Address 1: 2611 N. Woodruff Road Primary Business Address 2:  
 Primary Business City: Spokane Primary Business State: WA Principal Business Zip Code: 99206  
 Additional Information:

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	KUR Retailers LLC Limited Liability Company Agreement.pdf	pdf	6279df95560e3c00089130ad	05/09/2022
Department of Revenue - Certificate of Good standing	Kur Retailers LLC - DOR Certificate of Good Standing.pdf	pdf	627ea3513bea2b0008ba73db	05/13/2022
Secretary of Commonwealth - Certificate of Good Standing	CGS - Commonwealth 2022 - KUR Retailers.pdf	pdf	6297d541eb816b00086ec67d	06/01/2022
Secretary of Commonwealth - Certificate of Good Standing	KUR DUA Attestation Form 2022 EXE.pdf	pdf	62ea8a021e960b0009f11d50	08/03/2022
Articles of Organization	Kur_Certificate of Amendment and Related Filings.pdf	pdf	63e6bf2935eb06000887ba21	02/10/2023

Articles of Organization	Kur_PDIC Attestation_Executed.pdf	pdf	64417bf50dd43c000708a859	04/20/2023
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No documents uploaded

Massachusetts Business Identification Number: 001487713

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Timeline.pdf	pdf	62757490560e3c00088e67df	05/06/2022
Business Plan	Mgmt Plan.pdf	pdf	6275749a4d83ec000a4487e2	05/06/2022
Plan for Liability Insurance	Plan for Insurance.pdf	pdf	627574aa4d83ec000a4487f6	05/06/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	[KUR] Dispensing Procedures SOP.pdf	pdf	62757a08560e3c00088e7c18	05/06/2022
Energy Compliance Plan	[KUR] Energy Compliance SOP.pdf	pdf	62757aa74d83ec000a449b50	05/06/2022
Maintaining of financial records	[KUR] Maintenance of Financial Records SOP.pdf	pdf	62757bcd560e3c00088e8271	05/06/2022
Plan for obtaining marijuana or marijuana products	[KUR] Plan for Obtaining MJ SOP.pdf	pdf	62757c15560e3c00088e8301	05/06/2022
Storage of marijuana	[KUR] Storage SOP.pdf	pdf	62757c804d83ec000a449e31	05/06/2022
Transportation of marijuana	[KUR] Transportation SOP.pdf	pdf	62757d2c4d83ec000a44a03e	05/06/2022
Inventory procedures	[KUR] Inventory SOP.pdf	pdf	62757dad560e3c00088e86e3	05/06/2022
Quality control and testing	[KUR] QC Testing SOP.pdf	pdf	62757e784d83ec000a44a45b	05/06/2022
Separating recreational from medical operations, if applicable	[KUR] Separation of Rec & Medical SOP.pdf	pdf	62757ec84d83ec000a44a478	05/06/2022
Prevention of diversion	[KUR] Diversion SOP.pdf	pdf	62757f25560e3c00088e888d	05/06/2022
Qualifications and training	[KUR] Agent Qualifications & Training SOP.pdf	pdf	62757f71560e3c00088e8a0b	05/06/2022
Record Keeping procedures	[KUR] Record Keeping SOP.pdf	pdf	62757fc6560e3c00088e8b41	05/06/2022
Security plan	[KUR] Security SOP.pdf	pdf	6275806e4d83ec000a44a957	05/06/2022
Personnel policies including background checks	[KUR] Personnel Policies incl. Bkgd Cks SOP.pdf	pdf	627581344d83ec000a44aaeb	05/06/2022
Restricting Access to age 21 and older	[KUR] Limiting Access to Age 21 and Older SOP 2022.pdf	pdf	62ea8ad81e960b0009f12020	08/03/2022
Diversity plan	KUR Diversity Plan_V3.0.pdf	pdf	6332371176c66600081057b0	09/26/2022

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

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

## Host Community Agreement Certification Form

### 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):

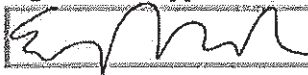
1. Name of applicant:

Kur Retailers, LLC

2. Name of applicant's authorized representative:

Ezra Parzybok

3. Signature of applicant's authorized representative:



4. Name of municipality:

Springfield

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

Edward M. Pikula, City Solicitor



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

 (EDWARD M. PIKULA)  
City Solicitor

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).*):

epikula@springfieldcityhall.com

8. Host community agreement execution date:

August 6, 2021



## **Plan to Remain Compliant with Local Zoning**

### **Purpose**

The purpose of this plan is to outline how KUR Retailers, LLC. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 461 Boston Road, aka SS Boston Rd., in Springfield which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### **Background**

Per the Springfield Zoning Ordinance (Section 4.7.110), Adult Use Marijuana Retail Establishments are allowed in the Business A Zoning District and requires the issuance of a Special Permit. Additionally, no adult use marijuana establishment shall be located within five hundred (500) feet of pre-existing public or private school providing education in kindergarten or any of grades one (1) through twelve (12).

The Special Permit will lapse if a substantial use has not commenced within two (2) years, or in the case of construction, if construction has not begun within two (2) years. Exception may be made for good cause by the City Council upon the filing of a request for an extension, for a maximum of one (1) year, with the City Council prior to the lapse of such Special Permit.

Our location at 461 Boston Road (SS Boston Rd.) in Springfield is within the Business A Zoning District and compliant with all required setbacks. We have also executed Host Community Agreement with the City of Springfield and have received our Special Permit from the Springfield City Council. There are no licensing requirements from the City.

### **Plan:**

It is the intention of KUR Retailers, LLC. to remain compliant with all relevant local codes, and ordinances applicable to a Marijuana Establishment.

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

# 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): 07/18/22
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:

07/04/22

b. Name of publication:

Republican

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:

07/07/22

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:

07/29/22

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - 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:

Kur Retailers LLC

Name of applicant's authorized representative:

Ezra Parzybok, Consultant to Kur Retailers LLC

Signature of applicant's authorized representative:





# The Republican.



For the latest forecast,  
go to [MassLive.com](https://www.masslive.com)



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## MOSTLY SUNNY WITH LOW HUMIDITY

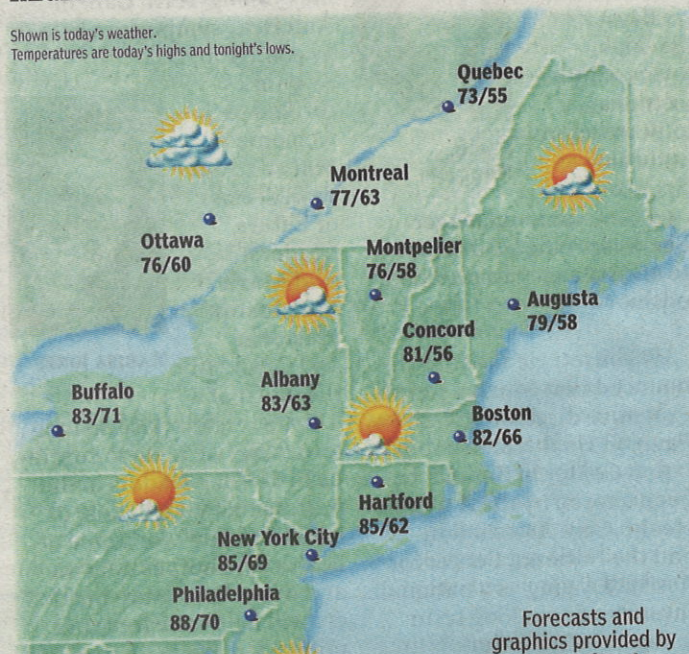
Sunny to partly cloudy today with low humidity; nice weather to celebrate Independence Day. Mainly clear this evening, then becoming cloudy; good viewing conditions for fireworks. Times of clouds and sun tomorrow; a thunderstorm late in the afternoon, except a couple of thunderstorms late in the afternoon near the New York Border and dry in the east. Wednesday: a couple of morning showers near Springfield. Thursday: partial sunshine. Friday: a thunderstorm in the afternoon. Saturday: clouds and sun.

## THE WEATHER FORECAST

TODAY	TONIGHT	TOMORROW	WEDNESDAY	THURSDAY
High 85 Low 58		High 86 Low 66	High 85 Low 58	
Sunny with low humidity	Mainly clear	Clouds and sun; breezy	A couple of showers	Partial sun

## REGIONAL WEATHER MAP

Shown is today's weather.  
Temperatures are today's highs and tonight's lows.



Forecasts and  
graphics provided by

## ALMA

At The

## TEMPI

Sunday  
Sunday  
Normal  
Normal  
Record  
Record  
No  
rt

## ATMO

Sunday  
Low hu  
High b  
Low ba  
Peak v  
Pollen  
Grass  
Trees  
Weeds  
Mold  
Air Qu

check within thirty (30) days from the date of sale and thereafter to be deposited in escrow with Weiner Law Firm, P.C., 1441 Main Street, Suite 610, Springfield, Hampden County, Massachusetts, pending recording of the deed which is to be delivered, accepted and recorded within ten (10) days thereafter, or at such other time as may be designated by Mortgagee. Other terms to be announced at the sale. IKE345 LLC The Present Holder of Said Mortgage By: Gary M. Weiner, Esq. Weiner Law Firm, P.C. 1441 Main Street, Suite 610 Springfield, MA 01103 (413) 732-6840 Attorneys for the Mortgagee (June 27, July 4, 11)

### Springfield

Due to a clerical error, a quaternary Community Outreach Meeting will be held for Kur Retailers LLC, the proposed marijuana retailer, and Springfield selectee on 7/18/22, 5:15pm at 55 Boston Rd. aka 461 Boston Rd. 01109. The plan is unchanged. Meeting is public and open to questions, or please email [ezparz@gmail.com](mailto:ezparz@gmail.com). (July 4)

The best local classifieds  
in print in The Republican  
and online  
[www.masslive.com](https://www.masslive.com)



LIFE	Sleeping With a Killer
MSNBC	The Beat With Ari Me
MTV	Ridiculous Ridicul
NATG	Life Below Zero: Nort
NBCSB	American Ninja Warri
NESN	Shuffle Minor L
NICK	Patrick Star Sponge
PARMT	(5:59) Yellowstone 88
SYFY	** Jaws 2 (:32) *
TBS	*** "Friends With Ber
TCM	(5:15) *** "The Musi Robert Preston, Shirle
TLC	The Family Chantel '
TNT	"Star Wars: R"
TOON	Teen Titans Go! 88
TRV	Mysteries of the Unkn
TRUTV	Imp. Jokers Imp. Jol
TVLAND	Andy Griffith Andy Gi
UNI	Noticiero Noticier
USA	(5:00) *** "John Wicl
VH1	Basketball Wives ' 88
WE	Criminal Minds '
ENCORE	(5:14) *** "The Babe"
HBO	Westworld ** "Fan
HBO2	(:15) *** "Cry Macho"
MAX	(5:53) *** "Jennifer Eig
MAX2	(5:45) *** "Voyagers"
SHOW	(:15) *** "The Contrac
SHOW2	(:05) "Deadlock" (202
TMC	(5:50) *** "Midnight

Kur Retailers LLC  
SS Boston Rd.  
aka 461 Boston Rd.  
Springfield, MA 01109

To: Abutters within 300' of SS Boston rd. aka 461 Boston Rd, & City Clerk, Planning dept, and Mayor's office

June 28, 2022

Dear Abutters and City departments,

Due to a clerical error, an additional Community Outreach Meeting will be held for Kur Retailers LLC, the proposed marijuana retailer, on 7/18/22, 5:15pm at the site of our above location. The plan is unchanged. The meeting is public and open to questions if you'd like to hear an update. Or, email: [ezparz@gmail.com](mailto:ezparz@gmail.com).

Sincerely,



Kur Retailers Management

RECEIVED  
2022 JUL - 7 P 3:18  
CITY CLERK'S OFFICE  
SPRINGFIELD, MA



Attachment C

Mailed June 29<sup>th</sup>  
Cyril

Kur Retailers LLC  
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aka 461 Boston Rd.  
Springfield, MA 01109

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Sincerely,



Kur Retailers  
Consultant Ezra Parzybok

PID	OWNER	ADDRESS	CITY	STATE_ZIP	
16550076	[REDACTED]	43 HOLLIS LANDING	GLASTONBURY	CT 06033	
74700006	[REDACTED]	15 WIGHT FARM RD	NATICK	MA 01760	
74700008	[REDACTED]	15 WIGHT FARM RD	NATICK	MA 01760	
16550074	[REDACTED]	LLC	38 WASHINGTON SQUARE	NEWPORT	RI 02840
74700090	[REDACTED] A	129 AMHERST ST	SPRINGFIELD	MA 01109	
49300077	[REDACTED]	21 FARGO ST	SPRINGFIELD	MA 01108	
16550696	[REDACTED]	437 BOSTON RD	SPRINGFIELD	MA 01119	
60700014	[REDACTED]	76 GRESHAM ST	SPRINGFIELD	MA 01119	
60700008	[REDACTED]	36 GRESHAM ST	SPRINGFIELD	MA 01119	
16550077	[REDACTED]	7 DEERFIELD DR	WILBRAHAM	MA 01095	
74700094	[REDACTED]	19 LAMONT ST	SPRINGFIELD	MA 01119	
88600119	[REDACTED]	39 MORTON ST	SPRINGFIELD	MA 01119	
16550693	[REDACTED]	2622 HELENA ST	HOUSTON	TX 77006	
74700003	[REDACTED]	2622 HELENA ST	HOUSTON	TX 77006	
88600124	[REDACTED]	2622 HELENA ST	HOUSTON	TX 77006	
88600122	[REDACTED]	25 MORTON ST	SPRINGFIELD	MA 01119	
88600123	[REDACTED]	25 MORTON ST	SPRINGFIELD	MA 01119	
88600121	[REDACTED]	29 MORTON ST	SPRINGFIELD	MA 01119	
16550684	[REDACTED]	493 BOSTON RD	SPRINGFIELD	MA 01119	
74700095	[REDACTED]	15 LAMONT ST	SPRINGFIELD	MA 01119	
16550685	[REDACTED]	475 BOSTON RD	SPRINGFIELD	MA 01119	
16550686	[REDACTED]	475 BOSTON RD	SPRINGFIELD	MA 01119	
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16550690	[REDACTED]	475 BOSTON RD	SPRINGFIELD	MA 01119	
74700088	[REDACTED]	51 LAMONT ST	SPRINGFIELD	MA 01119	
74700004	[REDACTED]	34 LAMONT ST	SPRINGFIELD	MA 01119	
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16550697	[REDACTED]	417 BOSTON RD	SPRINGFIELD	MA 01109	
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60700015	[REDACTED]	82 GRESHAM ST	SPRINGFIELD	MA 01119	
74700091	[REDACTED]	82 GRESHAM STREET	SPRINGFIELD	MA 01119	
74700002	[REDACTED]	28 LAMONT ST	SPRINGFIELD	MA 01119	
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16550083	[REDACTED]	592 BIRN E AVE	WEST SPR NGFIELD	MA 01089	
16550079	[REDACTED]	36 COURT ST	SPRINGFIELD	MA 01103	
88600120	[REDACTED]	35 MORTON STREET	SPRINGFIELD	MA 01119	
74700005	[REDACTED]	346 RACE ST	HOLYOKE	MA 01040	

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[REDACTED]  
346 RACE ST  
HOLYOKEMA 01040



## **KUR Plan for Positive Impact**

KUR is committed to allowing people from areas of disproportionate impact experience a positive impact from the operation of our Marijuana Establishments. Our Marijuana Establishments are in or around several of the 29 communities designated as “areas of disproportionate impact” meaning these municipalities have been disproportionately affected by cannabis prohibition and enforcement. Marijuana prohibition and enforcement has produced profoundly unequal outcomes for these communities with higher arrest and incarceration rates.

Through its regulations the Commonwealth of Massachusetts and the Cannabis Control Commission has required the promotion and encouragement of full participation in the marijuana industry by people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. To this end, KUR is also committed to employing, partnering with, and providing programs that will help reverse the negative impacts that marijuana prohibition has had on populations of disproportionate impact.

In the geographic area of the KUR marijuana establishments there are several communities that have been determined to be “Areas of Disproportionate Impact” by the Commission. **Holyoke, Springfield and West Springfield are the communities that KUR has identified as the communities we will engage with to implement our programs.**

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

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

### **Plan Populations:**

The programs in this plan will be aimed to positively impact the following populations:

1. Past or present residents of “areas of disproportionate impact,” which have been defined by the Commission, specifically the communities of **Holyoke, Springfield, and West Springfield**
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

### **I. GOALS**

1. Create jobs for people from areas of disproportionate impact with a progressive compensation structure, employee benefits and growth opportunities that provide a living wage and encourage consumer spending. Specifically, our goal is

to have **40%** of our workforce to fall into one or more of the populations identified in Section I **(Holyoke, Springfield, and West Springfield)**

2. Create opportunities for individuals and businesses to participate in the industry by utilizing qualified contractors, suppliers and vendors who have been negatively impacted from marijuana prohibition. Our goal is to source **50%** of our contractors, suppliers and vendors from the populations identified in Section I **(Holyoke, Springfield, and West Springfield)**.

## **II. PROGRAMS**

### **Recruitment and Hiring Program**

Expanding opportunities for gainful employment is a key driver in helping populations disproportionately affected by marijuana prohibition. Quality jobs that pay above minimum wage, offer benefits and encourage volunteerism assist individuals and families in breaking cycles of poverty and incarceration. KUR expects to positively impact employment in these areas as follows:

1. Hiring Preference will be given to individuals who meet the criteria of the Plan Populations that are outlined above.
2. Promote our Hiring policy on recruitment websites, our social media presence and other hiring platforms. We will engage the communities of Holyoke, Springfield, and West Springfield which are all designated as areas of disproportionate impact, with the goal of attracting and retaining a qualified workforce from these areas.
3. We will post job postings at JobsInTheValley.com, MassLive, The Chicopee register, Daily Hampshire Gazette, and through Indeed and hold a job fair in Springfield.
  - i. Job postings and our job fair(s) will promote our hiring priorities and encourage individuals who fall into the Plan Populations to apply.
  - ii. Job postings will be posted approximately 60 days prior to our expected opening date and annually thereafter.
  - iii. Our job fair will be scheduled approximately 60 days prior to our expected opening date, subsequent job fairs will be held as needed.

### **Supplier Contractor Program**

To expand access to the marijuana industry for individuals and businesses who meet the Plan Populations, KUR will give preference to suppliers, contractors and Marijuana Establishments

that meet these population criteria. Our goal is to have at least 50% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

1. Priority will be given to vendors and contractors whose owners, or a majority of the employees meet the Plan Population criteria.
2. KUR will advertise opportunities for vendors, suppliers and contractors on our website and with MassLive, The Chicopee register, Daily Hampshire Gazette, along with the preferences outlined in this plan.
3. Wholesale Marijuana partners who are Commission-designated Economic Empowerment Priority applicants or Social Equity Program participants will be given priority in for wholesale contracts.

### **III. PLAN MEASUREMENT**

KUR realizes that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 2 goals.

**We will produce a full report annually which outlines this policy, data collected, whether the goals have been met and if any changes are necessary. This report will be documented upon each renewal and each year thereafter.**

This report will be made available to the Commonwealth of Massachusetts. Managers and appropriate community leaders will meet to discuss the report and make any necessary adjustments. This report, at a minimum will include:

1. The demographics of all employees and applicants;
2. Attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement;
3. The demographics, numbers, amounts and percentages of all third-party suppliers, contractors and Marijuana Industry Partners that KUR has engaged with and done business with;
4. The number and percentage of Commission-designated Economic Empowerment Priority applicants or Social Equity Program participants that we have contracted with as our wholesale partners; and
5. Conclusions and recommendations.

**60 days prior to License renewal, and annually thereafter KUR will produce a comprehensive report on our Goals and Programs which will outline the metrics for each program and whether we have met our goals. This report will be made available to the Commission.**

KUR Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.

**Limited Liability Company Agreement of  
Kur Retailers, LLC  
A Limited Liability Company**

**THIS OPERATING AGREEMENT** (this “Agreement”) of Kur Retailers, LLC, (the “Company”), is executed and agreed to, for good and valuable consideration, by the undersigned members (the “Members”).

**I. Formation.**

A. State of Formation. This is a Limited Liability Company Operating Agreement (the “Agreement”) for Kur Retailers, LLC, a Manager-managed, Massachusetts limited liability company (the “Company”) formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members of the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is: 46 Moore Street, East Longmeadow, Massachusetts, 01028, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company’s initial agent (the “agent”) for service of process is Sabino Caracciolo. The Agent’s registered office is 46 Moore Street, East Longmeadow, Massachusetts, 01028. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member, a partner, or joint venture of or with any other Member, for any purposes other than state tax purposes.

**II. Purposes and Powers.**

A. Purpose. The Company is created for the following business purpose of providing the public with a retail cannabis experience.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration. The Company’s term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the Commonwealth of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts Law.

### **III. Members.**

A. Members. The Members of the Company (jointly the “Members”) and their Membership Interest at the time of adoption of this Agreement are as follows:

Ezra Parzybok, 51%

Bay State Canna Holdings, 49%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contribution of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories’ respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities, or obligations of the Company beyond their respective Initial Contributions, including liability arising under a judgment, decree, or order of a COURT. The Members shall look solely to the Company property for the returns of their Initial Contribution, or value thereof, and if this Company property remaining after payment or discharge of the debts, liabilities, or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by their Agreement or as otherwise allowed by law.

D. Death, Incompetency, Resignation, or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company voluntarily or

involuntarily, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. If a Member is removed involuntarily, it must be by vote recorded in the official minutes. If a Member resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 30 days to decide if they want to buy the Membership Interest together and disperse equally. If all members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchasing agreement by 30 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company, or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent, or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferring Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial Transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this agreement.
3. Whether a substitute Member or an additional Member absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of



the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting Power.* The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of the Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writings by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing, and dissemination of all necessary returns, notices, statements, reports, minutes, or other information to the Internal Revenue Service, the Commonwealth of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless, that Member is a Manager of the Company, in which instance they shall owe only the fiduciary duties of a Manager. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition; Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up, or terminate of the Company. No Member shall have any interest in any specific assets of the Company.

**IV. Accounting and Distributions.**

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued on an annual basis based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each member shall received a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

**V. Tax Treatment Election.**

A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as an S-corporation.

**VI. Board of Managers.**

A. Creation of a Board of Managers. The Members shall create a bored of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to service as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The unauthorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated, or appointed shall hold office under a successor Manager is elected and qualified or until such Manager's earlier death, resignation, or removal.

B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient, or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

1. *Meetings*. The Board may hold meetings, both regulate and special, within or outside the Commonwealth of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail, or any other means of communication.
  - i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any

meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

- ii. Managers may participate in meeting of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a state salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receive any compensation therefor.

D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.

E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company. Notwithstanding any other provisions of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petitions seeking, or consent to, reorganization or relief with respect to the Company under any applicable federally or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts federally as they become due, or to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board. The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its

existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to do:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks, and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conducts its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain, and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operation;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;

14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above;
3. Incur, create, or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

## **VII. Fiduciary Duties of the Board**

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of the Commonwealth of Massachusetts.

B. Competition with the Company. The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager consents thereto.

C. Duties Only to the Company. The Manager's fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith, and fair dealings to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.

D. Reliance on Reports. In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

## **VIII. Dissolution.**

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II (C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distribution in Kind. Any non-cash asset distribution to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The

fair market value of such assets shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities, and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in the Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share profits (upon dissolution or otherwise) against any other Member.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Members with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with the Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continued tenure as a Member of the Company shall be responsible for the filing of such notices.

## **IX. Exception and Indemnification.**

A. No Member, Manager, employee, or agent of the Company and no employee, agent, or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage, or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement,

Expenses, including legal fees, uncured by a Covered Person defending any claim, demand, action, suit, or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. NO Covered Person shall be entitled to the indemnified in respect of any loss, damage, or claim incurred by such Covered Person by reason to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of the Article IX shall survive any termination of this Agreement.

#### **X. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engage.

#### **XI. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from the Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the Commonwealth of Massachusetts.



## **XII. Independent Counsel.**

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

## **XIII. General Provisions.**

A. Notices. All notices, offers, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally serviced or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provide, however, that if the final day of any time period falls on a Saturday, Sunday, or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflicts of law principles thereof).


G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

H. Amendment. This Agreement may be amended only by written consent of the Board and the Members. Upon obtaining the approval of any such amendments, supplement, or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or


Amended and Restated Certificate to be prepared, executed, and filed in accordance with Massachusetts law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

**IN WITNESS WHEREOF**, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective this 9th day of March, 2021.

By:   
**Ezra Parzybok**

Date: 3/9/21

By:   
**Sabino Caracciolo**  
**Representative of Bay State Canna Holdings, LLC**

Date: 3/9/21

**ATTACHMENT A**  
**Initial Contributions of the Members**

The Initial Contribution of the Members of Kur Retailers, LLC are as follows:

**Ezra Parzybok**

Contribution: \$0

**Bay State Canna Holdings, LLC**

Contribution: \$1000.00



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

mass.gov/dor

Letter ID: L0752256448  
Notice Date: May 10, 2022  
Case ID: 0-001-503-700



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KUR RETAILERS, LLC  
46 MOORE ST  
EAST LONGMEADOW MA 01028-1748

### ***Why did I receive this notice?***

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

May 6, 2022

TO WHOM IT MAY CONCERN:

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

**KUR RETAILERS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on  
**FEBRUARY 12, 2021.**

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 or withdrawal; 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: **ROBERT MCKINLEY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT MCKINLEY**

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

**KUR Retailers, LLC**

Retain Marijuana Establishment (Springfield)

**Initial License Application # MRN284652**

**Department of Unemployment Assistance – Attestation Form**

*Signed under the pains and penalties of perjury, I, Brian Horrigan, an authorized representative of KUR Retailers, LLC, certify the KUR Retailers, LLC does not currently have employees under this license and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing.*



8/2/2022

Brian Horrigan

Date

**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

(General Laws, Chapter )

Identification Number: 001487713The date of filing of the original certificate of organization: 2/12/20211.a. Exact name of the limited liability company: KUR RETAILERS, LLC1.b. The exact name of the limited liability company *as amended*, is: KUR RETAILERS, LLC**2a. Location of its principal office:**No. and Street: 144 KING ST.City or Town: NORTHAMPTONState: MAZip: 01060Country: USA**3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:****4. The latest date of dissolution, if specified:****5. Name and address of the Resident Agent:**Name: CORPORATE CREATIONS NETWORK INC.No. and Street: 225 CEDAR HILL STREET #200City or Town: MARLBOROUGHState: MAZip: 01752Country: USA**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
MANAGER	KATRINA MCKINLEY	2611 N. WOODRUFF RD. SPOKANE VALLEY, WA 99206 USA

**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

**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
-------	--	---

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

**9. Additional matters:**

**10. State the amendments to the certificate:**

REMOVING ROBERT MCKINLEY AS MANAGER AND APPOINTING KATRINA MCKINLEY AS MANAGER.

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of February, 2023,  
ROBERT MCKINLEY , Signature of Authorized Signatory.**



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:

February 09, 2023 12:54 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

(General Laws, Chapter )

Identification Number: 001487713The date of filing of the original certificate of organization: 2/12/20211.a. Exact name of the limited liability company: KUR RETAILERS, LLC1.b. The exact name of the limited liability company *as amended*, is: KUR RETAILERS, LLC**2a. Location of its principal office:**No. and Street: 144 KING ST.City or Town: NORTHAMPTONState: MAZip: 01060Country: USA**3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:****4. The latest date of dissolution, if specified:****5. Name and address of the Resident Agent:**Name: SABINO J. CARACCILONo. and Street: 46 MOORE STREETCity or Town: EAST LONGMEADOWState: MAZip: 01028Country: USA**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
MANAGER	ROBERT MCKINLEY	2611 N. WOODRUFF RD. SPOKANE VALLEY, WA 99206 USA

**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

**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
-------	--	---

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

**9. Additional matters:**

**10. State the amendments to the certificate:**

THE LOCATION OF ITS PRINCIPAL OFFICE IS AMENDED TO 144 KING ST. NORTHAMPTON, MA 01060 USA. THE NAME AND BUSINESS ADDRESS OF EACH MANAGER IS AMENDED TO ROBERT MCKINLEY 2611 N. WOODRUFF RD. SPOKANE VALLEY, WA 99206 USA. VINCENZO CARACCILO, EZRA PARZYBOK, AND BAY STATE CANNA HOLDINGS ARE HEREBY REMOVED.

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of March, 2022,  
ROBERT MCKINLEY , Signature of Authorized Signatory.**

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:

March 30, 2022 10:08 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Restated Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001487713

**The date of filing of the original certificate of organization:** 2/12/2021

**1. The exact name of the limited liability company is:** KUR RETAILERS, LLC  
**and if changed, the name under which it was originally organized:**

**2a. Location of its principal office:**

No. and Street: 46 MOORE STREET  
 City or Town: EAST LONGMEADOW State: MA Zip: 01028 Country: USA

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

No. and Street: 46 MOORE STREET  
 City or Town: EAST LONGMEADOW State: MA Zip: 01028 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:**  
RETAIL CONVENIENCE STOREFRONTS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: SABINO J. CARACCILO  
 No. and Street: 46 MOORE STREET  
 City or Town: EAST LONGMEADOW State: MA Zip: 01028 Country: USA

**I, SABINO J. CARACCILO 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
MANAGER	EZRA PARZYBOK	30 NORWOOD AVENUE FLORENCE, MA 01062 USA
MANAGER	BAY STATE CANNA HOLDINGS	46 MOORE STREET EAST LONGMEADOW, MA 01028 USA

**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	VINCENZO CARACCILO	69 BASSING STREET SPRINGFIELD, MA 01108 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	VINCENZO CARACCILO	69 BASSING STREET SPRINGFIELD, MA 01108 USA

**9. Additional matters:**

1. MEETINGS OF MEMBERS ARE AUTHORIZED TO TAKE PLACE ANYWHERE IN THE UNITED STATES. 2. THE MANAGERS MAY MAKE, AMEND, OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW, THE ARTICLES OF ORGANIZATION, OR THE BY-LAWS REQUIRED ACTION BY THE MEMBERS. 3. NO MANAGER SHALL BE PERSONALLY LIABLE TO THE COMPANY FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS MANAGER NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED HOWEVER THAT THIS PROVISION SHALL NOT ELIMINATE THE LIABILITY OF A MANAGER, TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW; A.) FOR ANY BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE COMPANY. B.) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; AND C.) FOR ANY TRANSACTION FROM WHICH THE MANAGER DERIVED AN IMPROPER PERSONAL BENEFIT. 4. THE COMPANY MAY DO BUSINESS, CARRY OUT ITS OPERATIONS, AND HAVE OFFICES AND EXERCISE THE POWERS GRANTED BY MASSACHUSETTS GENERAL LAWS, CHAPTER 156C, AS NOW IN FORCE OR AS HEREAFTER AMENDED, IN ANY JURISDICTION WITHIN OR OUTSIDE OF THE UNITED STATES OF AMERICA.

**10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:**

A MEMBER HAS BEEN REMOVED FROM THE LLC AND THE PRINCIPAL PLACE OF BUSINESS HAS CHANGED.

**11. The restated certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of March, 2021,  
SABINO J. CARACCILO , Signature of Applicant.**

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:

March 09, 2021 11:45 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**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:** 001487713

**1. The exact name of the limited liability company is:** KUR RETAILERS, LLC

**2a. Location of its principal office:**

No. and Street: 1 FEDERAL STREET  
BUILDING 103, BOX 1  
 City or Town: SPRINGFIELD State: MA Zip: 01105 Country: USA

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

No. and Street: 1 FEDERAL STREET  
BUILDING 103, BOX 1  
 City or Town: SPRINGFIELD State: MA Zip: 01105 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:**  
RETAIL CONVENIENCE STOREFRONTS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: SABINO J. CARACCILO  
 No. and Street: 46 MOORE STREET  
 City or Town: EAST LONGMEADOW State: MA Zip: 01028 Country: USA

**I, SABINO CARACCILO 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
MANAGER	ELLEN S. BOYNTON	110 PRESTON STREET WINDSOR, CT 06095 USA
MANAGER	EZRA PARZYBOK	30 NORWOOD AVENUE FLORENCE, MA 01062 USA
MANAGER	BAY STATE CANNA HOLDINGS	46 MOORE STREET EAST LONGMEADOW, MA 01028 USA

**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	VINCENZO CARACCIOLO	69 BASSING STREET SPRINGFIELD, MA 01108 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	VINCENZO CARACCIOLO	69 BASSING STREET SPRINGFIELD, MA 01108 USA

9. Additional matters:

1. MEETINGS OF MEMBERS ARE AUTHORIZED TO TAKE PLACE ANYWHERE IN THE UNITED STATES. 2. THE MANAGERS MAY MAKE, AMEND, OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW, THE ARTICLES OF ORGANIZATION, OR THE BY-LAWS REQUIRED ACTION BY THE MEMBERS. 3. NO MANAGER SHALL BE PERSONALLY LIABLE TO THE COMPANY FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS MANAGER NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED HOWEVER THAT THIS PROVISION SHALL NOT ELIMINATE THE LIABILITY OF A MANAGER, TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW; A.) FOR ANY BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE COMPANY. B.) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; AND C.) FOR ANY TRANSACTION FROM WHICH THE MANAGER DERIVED AN IMPROPER PERSONAL BENEFIT. 4. THE COMPANY MAY DO BUSINESS, CARRY OUT ITS OPERATIONS, AND HAVE OFFICES AND EXERCISE THE POWERS GRANTED BY MASSACHUSETTS GENERAL LAWS, CHAPTER 156C, AS NOW IN FORCE OR AS HEREAFTER AMENDED, IN ANY JURISDICTION WITHIN OR OUTSIDE OF THE UNITED STATES OF AMERICA.

**SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of February, 2021,**  
**SABINO CARACCIOLO**

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

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:

February 12, 2021 03:39 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

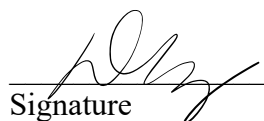
WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**PERSONS HAVING DIRECT/INDIRECT CONTROL ATTESTATION FORM**

Signed under the pains and penalties of perjury, I, Derek Young, an authorized representative of Kur Retailers, LLC ("Kur"), certify and attest to the following:

- Robert McKinley has been removed as a Person Having Direct or Indirect Control of Kur.
- Robert McKinley no longer meets any of the following criteria with respect to Kur:
  - A financial interest in the form of equity of 10% or greater, directly or indirectly, in Kur;
  - A voting interest of 10% or greater;
  - A right to veto significant events;
  - A relevant managerial, operational, or financial interest in the business of Kur and, by virtue of that interest, the ability to exercise a significant influence over the corporate governance of Kur;
  - The right to control or authority to make decisions regarding operations and strategic planning, capital allocations, acquisitions, and divestments;
  - The right to control or authority to appoint more than 50% of the directors or their equivalent;
  - The right to control or authority to appoint or remove corporate-level officers or their equivalent;
  - The right to control or authority to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
  - The right to control or authority to earn 10% or more of the profits or collect more than 10% of the dividends.
- Robert McKinley also no longer meets any of the above criteria with respect to an indirect holding or parent company of Kur (which includes Kur Investments LLC, PS Retail LLC, and Panda Solutions LLC).
- Robert McKinley is the Manager of PS Springfield LLC, which serves as the Landlord for Kur for the premises located at 461 Boston Road, Springfield, Massachusetts 01109. The relationship between PS Springfield LLC and Kur is as described in the Commercial Lease provided to the Commission.

  
\_\_\_\_\_  
Signature

04/19/23

\_\_\_\_\_  
Date

Name: Derek Young

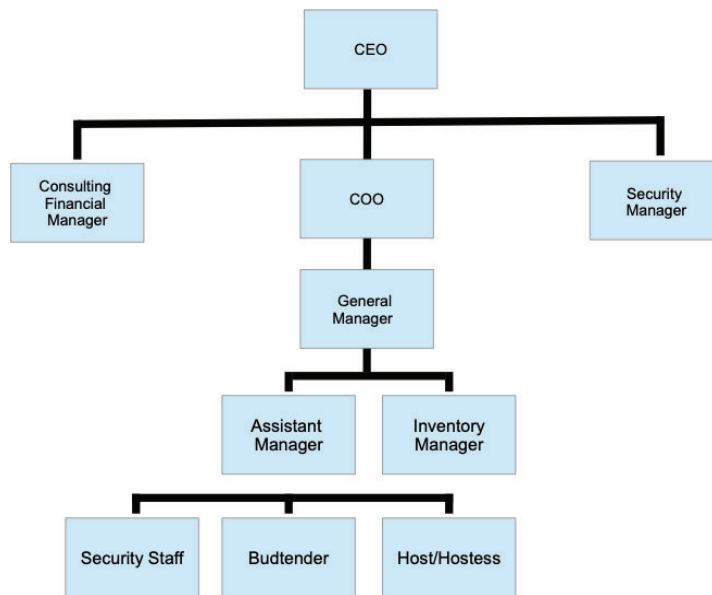
Title: Counsel for Kur Retailers, LLC

## MANAGEMENT PLAN

The management and operations of Kur will occur similarly to any retail establishment, with a General Manager and an Inventory manager. Staff will create delivery manifests, work METRC, the seed to sale system, and be trained on the POS system for checking customers out.

Products will be supplied by state-licensed cultivators and manufacturers. All packaging and products will be pre-approved by the CCC prior to Kur purchasing products. All deliveries will be made in state-inspected vehicles, with two drivers and GPS tracking and deliveries will occur via the secure sally port. Kur will not own its own vehicles.

Corporate structure:



The plans that follow were reviewed by the City of Springfield in the RFP process and have been deemed compliant by the CCC. These plans are available upon request and a summary is below.

**Operating procedures:** All below SOPs for retail are reviewed by CCC Licensing and Inspections departments and deemed compliant before operations. As we have opened several retail stores, our SOPs are compliant.

1. *Plan for obtaining marijuana or marijuana products*
2. *Restricting Access to age 21 and older*
3. *Security plan*
4. *Prevention of diversion*
5. *Storage of marijuana*
6. *Transportation of marijuana*
7. *Inventory procedures*
8. *Quality control and testing*
9. *Dispensing procedures*

10. *Plan for obtaining marijuana or marijuana products*
11. *Restricting Access to age 21 and older*
12. *Security plan*
13. *Prevention of diversion*
14. *Storage of marijuana*
15. *Transportation of marijuana*
16. *Inventory procedures*
17. *Quality control and testing*
18. *Dispensing procedures*
19. *Personnel policies including background checks*
20. *Record Keeping procedures*
21. *Maintaining of financial records*
22. *Diversity plan*
23. *Qualifications and training*
24. *Energy Compliance*

**Marketing and advertising:** All advertising will comply with state rules and regulations. No marijuana leaves, child-like images, or slang terms are permitted.

**Waste disposal:** Although minimal in a retail, waste will first be stored in vault and will be rendered unusable while being videotaped. Waste is then delivered to the locked dumpster by manager.

**Transportation and delivery of marijuana or marijuana products:** Kur will neither transport nor deliver marijuana products. Deliveries to the facility are discussed above.

**Energy efficiency and conservation** will consist of passive solar lighting, energy efficient LEDs and a mini split, closed loop system

**Security and alarms** are detailed in the security plan as submitted and comply with CCC regulations for 24-hour surveillance, panic alarms, glass-break sensors, 90-day cloud storage and 2-minute law enforcement contact timeline.

**Decommissioning:** Kur Retailers will follow regulations as per 935 CMR 500.105 (16) (a) & (B) in that Prior to commencing operations, we will provide proof of having obtained a surety bond in an amount equal to its licensure fee (\$10,000) payable to the Cannabis Control Commission to ensure payment of the cost incurred for: the destruction of Cannabis goods to adequately support the dismantling and winding down of the Marijuana Establishment necessitated by a violation of M.G.L. c. 94G or 935 CMR 500.000; or , 935 CMR 500, the costs and compensation of a Court Appointee; the cessation of operation of the Marijuana Establishment; or such other uses that the Commission may authorize to ensure public health, safety and welfare.

**From:** Jeremy Kahn <jeremy-kahn@leavitt.com>  
**Sent:** Friday, March 25, 2022 3:05 PM  
**To:** Brian Horrigan <bhorrigan@pandasolutions.co>  
**Subject:** Kur Retailers inquiry

Brian,

Thank you for your call regarding Kur Retailers, LLC. The plan to insure this new entity will be identical to the execution to secure coverage for another Massachusetts based MJ Establishment, Apical; EMBR in Northampton. We secured both General Liability and Product Liability, both with limits of \$1M/\$2M which matches the CCC requirements stated. We would add other pertinent coverages to the policy as they become applicable for items such as Stock and Inventory, Business Income, etc. I have attached the policies for this entity for reference.

I have also pre-qualified this with Golden Bear insurance.

Please let me know what else I may provide to help with this venture.

Thank you,

Jeremy



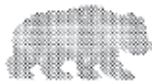
**Jeremy Kahn, Commercial Risk Advisor**  
**Leavitt Group of Boise**

6220 N. Discovery Way, Suite 100 | Boise, Idaho 83713  
Phone: 208.672.6159 | [Jeremy-Kahn@Leavitt.com](mailto:Jeremy-Kahn@Leavitt.com)

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# Golden Bear Insurance Company

NO FLAT CANCELLATIONS

## Cannabis Products Declarations

A. The surplus lines insurer with whom the insurance was placed is not licensed in Massachusetts and is not subject to Massachusetts regulations; and  
B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

Policy Number GBQ03000099-00

Named Insured and Mailing Address	Producer
Apical, Inc; dba: EMBR 2611 N Woodruff Rd. Spokane WA 99206	Cochrane and Company P.O. Box 19150 Spokane, WA 99219

**Policy Period** from **January 5, 2022** to **January 5, 2023** - 12:01 A.M. Standard Time at the mailing address  
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE					
Each Occurrence Limit					\$9,000
Products - Completed Operations Aggregate Limit					\$2,700,000
Deductible per claim:	\$5,000				
RETROACTIVE DATE (CG 0038 ONLY)					
Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the retroactive date, if any, shown here: January 5, 2022					
BUSINESS INFORMATION					
Business Description: Retail Store/Dispensary					
PREMIUM & RATING					
Classification	Rate No.	Premium Basis	Exposure	Rate	Advanced Premium
Stores - Food or Drink & dispensaries over 1,000 sq feet		Gross Sales	\$3,000,000	\$0.90	\$2,700.00

PREMIUM SUMMARY			
		Cannabis Products Premium Subtotal	\$2,700.00
		Limited Products Withdrawal Expense	N/A
		Additional Insured(s)	N/A
		Coverage for Certified Acts of Terrorism	Excluded - N/A
		<b>Premium Subtotal</b>	<b>\$3,700.00</b>
		<b>Policy Fee (fully-earned)</b>	<b>\$100.00</b>
		<b>Total Advanced Premium</b>	<b>\$2,800.00</b>
25%	of the Advanced Premiums are fully-earned at Policy Inception.		

**FORMS AND ENDORSEMENTS**  
This policy consists of the Declarations together with all coverage forms listed in Forms Schedule GB-M-FS01 (12/15)

Cochrane and Company  
Authorized Broker, License Number 0E50890

GOLDEN BEAR INSURANCE COMPANY  
P.O. Box 271  
Stockton, CA 95201  
(A stock company)

In witness whereof, the Company has executed and attested these presents; but this policy shall not be valid unless countersigned by a duly authorized agent of this Company at Stockton, California.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

Example



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be more than pro rata. The cancellation will be effective even if we have not made or received a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains the agreements between you and us concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by an endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premium to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the safety of workers or the public and we do not warrant that conditions:

- a. Are safe, healthful, or
- b. Conform with laws, regulations, codes or standards.

3. Paragraphs 1. a and b. of this condition apply not only to the first Named Insured but also to any rating, advisory, rate service or other organization which makes inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

# Energy Compliance Plan

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In compliance with 935 CMR 500.105(15) KUR has:

Identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and implemented these opportunities to the extend possible;

Considered opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

Reduced electric demand (such as lighting schedules, active load management, and energy storage); and

Engaged with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

1. KUR will work closely with Utility companies to create and execute interactive Energy Savings Plans, by means of:
  - Understanding how we use energy through analysis generation;
  - Compare our operation with similar businesses and act accordingly;
  - Intake customized energy improvement recommendations from professionals;
  - Cost incentives through utility energy performance.
2. Contracted Construction Administrators, Superintendents, Project Managers, and their subcontracted team of Architects, Designers, and Engineers, execute retail buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:
  - The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
  - The purchase and installation of LED lighting systems;
  - The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.
3. Further practices to maintain energy efficiency throughout daily operations include:
  - Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);
  - Using communal printers, coffee makers, microwave ovens, and refrigerators;
  - Turning off monitors when leaving for more than one hour;

- Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
- Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
- Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;
- Prohibiting the use of individual space heaters;
- Using Energy Star labeled appliances.

# Maintaining of Financial Records Policy and Procedure Summary

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## **Intent**

To provide clear and concise instructions for KUR employees regarding the Maintenance of Financial Records that are compliant with the regulations.

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

## **Purpose**

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

## **Policy**

KUR financial records will be kept and maintained according to generally accepted accounting principles. The Finance Director is responsible for all accounting responsibilities and will engage the services of external professional accounting firm to ensure proper financial compliance.

All KUR financial/business records will be available for inspection to the Cannabis Control Commission upon request.

KUR will maintain all business records in Manual and electronic form. These records include, but are not limited to;

1. Assets and liabilities;
2. Banking transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

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

1. KUR will engage the services of a professional payroll and human resources company to assist in human resources management and payroll services for our employees
2. KUR will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. KUR will utilize financial/accounting software programs and an e-bill payment provider for all financial record keeping.

4. All inter-LME transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis an independent certified public accountant who is experienced in the legal marijuana industry, will conduct a financial audit.
6. KUR will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Retail Manager or designee.
8. A comprehensive financial audit will be done at the end of every month by the Finance Director and report their findings to the CEO and outside accounting firm.

#### **Access to the Commission**

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

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

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

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

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

#### **Point of Sale (POS) Systems**

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

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, KUR will maintain the following records:
  - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;

- c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - e. A ledger to which totals from the journal, cash journal and other records have been posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- 2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
- 3. KUR will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - a. Internal sequential transaction numbers;
  - b. Records of all POS terminal activity; and
  - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - f. Any and all changes in the setup of the system.
- 4. KUR will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
  - a. KUR will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - b. KUR may utilize a sales recording module approved by the DOR.
  - c. KUR will not utilize software or other methods to manipulate or alter sales data.
  - d. KUR will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. KUR will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If KUR determines that software has been installed for the purpose of

manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

- i. We will immediately disclose the information to the Commission;
  - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- e. KUR will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. KUR will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. KUR will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935

# Policy for Quality Control and Testing of Marijuana and Marijuana Products

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## **Intent**

To provide clear and concise instructions for KUR' employees on Quality Control and Testing that are compliant with the regulations.

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

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

## **General Requirements**

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

In the case of acquiring wholesale products, KUR will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment KUR will view and confirm that the source products have been tested in accordance with the regulations and will store the testing records.

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

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

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

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

KUR will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including



those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. If minimum standards or best management practices are not established by the time of an application for initial licensure, an KUR will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

### **Sanitation**

KUR' Retail Marijuana facility ("the facility or facilities") will be designed and constructed with sanitation in mind.

All product contact surfaces will be smooth, durable, non-porous and easily cleanable.

1. The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - a. There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
  - b. The Retail Manager will prepare a cleaning and sanitation checklist for the staff to that cleaning and sanitation is performed in a consistent and satisfactory manner.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.
3. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - a. Suspended lighting is constructed from non-corrodible and cleanable assemblies.
  - b. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - c. Adequate safety lighting in all areas.
4. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
5. Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
  - a. Pre-scrape surface to remove any soils.
  - b. Wash surface with recommended strength solution of pot & pan detergent.
  - c. Rinse with water and wipe dry.
  - d. Using trigger sprayer bottle and a different wiping cloth, applying hydrogen peroxide.
  - e. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds

- f. Allow to air dry.
- 6. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - a. Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands
  - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
- 7. Each of the facilities water supply comes from the municipal water supply and is sufficient for necessary operations.
- 8. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - b. There will be no cross-connections between the potable and wastewater lines;
- 9. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
- 10. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

- 1. Training
  - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
- 2. Traps for monitoring
  - a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
- 3. Handling and storage of marijuana product or marijuana plant waste
  - a. All marijuana plant waste will be placed in the hermetically sealed "Marijuana Waste" container.
    - i. This container must impervious and covered
  - b. All marijuana waste will be stored in the waste room in sealed containers until disposal
- 4. Handling and storage of non-marijuana waste.
  - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
    - i. Recyclable
    - ii. Organic
    - iii. Solid waste

- b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate secure containers to await pickup
5. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

### **Personnel**

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Local Board of Health.
  - b. KUR will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
  - c. KUR Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
2. All KUR Agents shall conform to sanitary practices while on duty, including
  - a. Maintain adequate personal cleanliness:

#### **Grooming:**

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

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

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.

Cuts, Abrasions, and Burns:

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

Smoking, eating, and gum chewing:

- i. KUR facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only.
- iii. Refrain from chewing gum or eating candy during work.

**HACCP- Hazard Analysis and Critical Control Point**

KUR will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address packaging of all marijuana products that will take place in the facility. Once operational KUR will:

1. Assemble the HACCP team
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

## **Training**

KUR will provide training and training opportunities to all of its employees. In addition to required training, KUR will encourage advanced training to packaging agents in the areas of Good Manufacturing Practices and HACCP.

1. All employees will be trained on Good Manufacturing Practices ("GMP") and Sanitation prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. Employees engaging in the packaging will be trained and certified in;
  - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. At least one manager must be a Certified Food Protection Managers (CFPM) by completing a ServSafe or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide GMP, Sanitation and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

## **Testing of Marijuana and Marijuana Products**

The KUR Retail Marijuana Establishments will only have marijuana and marijuana products that have passed the required testing at a Licensed Testing Lab.

KUR will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment KUR will view and confirm that the source products have been tested in accordance with the testing requirements outlined in 935 CMR 725.160 and the *"Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries"* published by DPH. These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure

We will contract with a Licensed Independent Testing Laboratory for the purposes of "Quality Control Testing." Our quality control testing will be used to ensure that the products we are receiving from our wholesale partners are consistent with the testing records that have been reported to us. These quality control tests will help us to ensure that our products are contaminant-free and the correct dosage and

potency. We plan to use CDX Analytics which is Accredited by International Organization for Standardization (ISO) 17025 by Perry Johnson Laboratory Accreditation, Inc. (PJLA), 755 W. Big Beaver, Suite 1325 Troy, Michigan 48084, a third-party accrediting body that is a signatory to the International Laboratory Accreditation cooperation (ILAC) Mutual Recognition Arrangement. CDX Analytics will be Licensed by the Commission prior to KUR contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab.
2. KUR will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess KUR marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to KUR Facility for disposal or by the Independent Testing Laboratory disposing of it directly.

KUR will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
  - e. Bacteria
  - f. Fungi
  - g. Mycotoxins.

KUR will maintain the results of all testing for no less than one year.

If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other product and the Department and the Source Marijuana establishment will be notified immediately. KUR will submit to the Department upon their request, any information regarding contamination. The entire batch of the product will be quarantined and not sold to customers. If through a re-test of the product, it is determined that there is no contamination, the product may be removed from quarantine status and sold. Product that is confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be returned to the Source Marijuana Establishment.

# Policy for Separating Recreational from Medical Operations

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***Not Applicable***

This license is not for a Medical Marijuana Treatment Center

# Qualifications and Training Policy and Procedure

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## **Intent**

To provide clear and concise instructions for KUR employees regarding the qualifications for employment and agent training that are compliant with the regulations.

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

## **Purpose**

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

## **Qualifications for an KUR Marijuana Establishment Agent**

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

All KUR Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

KUR will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications based on the specific duties of the position.

## **Required Training for KUR Agents**

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

1. KUR will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;



- a. Code of Conduct;
  - b. Verifying Identifications;
  - c. Marijuana Regulations;
  - d. Security and Safety;
  - e. Emergency Procedures/Disaster Plan;
  - f. Diversion of Marijuana;
  - g. Terminatable Offences;
  - h. Confidential Information;
  - i. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
    - i. Alcohol, smoke and drug-free workplace;
    - ii. Equal Employment Policy;
    - iii. Anti-Harassment and Sexual Harassment Policy;
    - iv. Americans with Disability Act;
    - v. Employee Assistance Policy; and
    - vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training ("OJT") or through external training platforms.
4. All KUR Agents will receive a minimum of 16 hours of training annually.
5. KUR will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by KUR for at least one year after agents' termination.
6. Within 90 days of hire, KUR will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor"
- a. After the responsible vendor designation is applied each KUR owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
  - b. KUR will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
7. All retail employees will be trained on:
- a. Safety and Security;
  - b. Disaster plan;

- c. Privacy ;
- d. Cash handling;
- e. Diversion prevention and prevention of sales to minors, including best practices;
- f. Compliance with all tracking requirements;
- g. Acceptable forms of identification. Training shall include:
- h. How to check identification;
- i. Spotting false identification; and
- j. Common mistakes made in verification

**Additional Training**

KUR will provide training and training opportunities to its employees. In addition to required training, KUR will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company's, our Agents and our customers safety and shopping experience.

# Record Keeping Procedure

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## **Intent**

To provide clear and concise instructions for KUR employees regarding record keeping that are compliant with the regulations.

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

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our record keeping procedures are compliant with all regulations and laws.

## **Access to the Commission**

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

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

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

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

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

### **1. Point of Sale (POS) Systems**

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

- a. Our POS system will record all transactions in a manner that will allow the DOR to verify what items were sold and confirm if the appropriate amount of tax was collected. In addition to the data in the POS system, KUR will maintain the following records:

- i. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - ii. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - iii. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - iv. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - v. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- b. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - i. individual item(s) sold,
  - ii. selling price,
  - iii. tax due,
  - iv. invoice number,
  - v. date of sale,
  - vi. method of payment, and
  - vii. POS terminal number and POS transaction number.
- c. KUR will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - i. Internal sequential transaction numbers;
  - ii. Records of all POS terminal activity; and
  - iii. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - iv. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
    - v. Any and all activity related to other operating modes available in the system, such as a training mode; and
    - vi. Any and all changes in the setup of the system.

## **2. Types of Records**

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

- a. Operating procedures as required by 935 CMR 500.105(1)

- i. Security measures in compliance with 935 CMR 500.110;
- ii. Employee security policies, including personal safety and crime prevention techniques;
- iii. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- iv. Storage of marijuana in compliance with 935 CMR 500.105(11);
- v. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- vi. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- viii. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- x. Alcohol, smoke, and drug-free workplace policies;
- xi. A plan describing how confidential information will be maintained;
- xii. A policy for the immediate dismissal of any marijuana establishment agent who has:
  - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - 2) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - 3) 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.
- xiii. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- xiv. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- xv. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- xvi. Policies and procedures for energy efficiency and conservation that shall include:

- 1) 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;
  - 2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - 3) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - 4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. Operating procedures as required by 935 CMR 500.12012)
- i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
  - iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
  - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Inventory records as required by 935 CMR 500.105(8);
- d. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- e. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
- i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - ii. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 2) Documentation of verification of references;
  - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 4) 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;
  - 5) Documentation of periodic performance evaluations;
  - 6) A record of any disciplinary action taken; and
  - 7) Notice of completed responsible vendor and eight-hour related duty training.
- iii. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - iv. Personnel policies and procedures; and
  - v. All background check reports obtained in accordance with 935 CMR 500.030
- f. Business records, which shall include manual or computerized records of:
- i. Assets and liabilities;
  - ii. Monetary transactions;
  - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - iv. Sales records including the quantity, form, and cost of marijuana products; and
  - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- g. Waste disposal records as required under 935 CMR 500.105(12); and
- h. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- i. Responsible vendor training program compliance records.
- j. Vehicle registration, inspection and insurance records. (If Applicable)

All records kept and maintained by KUR will be securely stored. Access to these records will only be granted to those KUR Agents who require access as a part of their job duties.

# Personnel and Background Check Policy Summary

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## **Intent**

To provide clear and concise instructions for KUR employees regarding Personnel Policies that are compliant with the regulations.

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

## **Purpose**

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

## **Personnel Records**

KUR will maintain the following information in personnel records:

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

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to KUR management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room



accessible to only KUR Management agents who require access. These records will be made available for inspection by the Commission upon request.

### **KUR Agents**

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

All KUR Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

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

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

7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

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

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

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

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

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

### **Background Checks**

KUR will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process KUR will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
  - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
    - i. The individual's full legal name and any aliases;
    - ii. The individual's address;
    - iii. The individual's date of birth;
    - iv. A photocopy of the individual's driver's license or other government-issued identification card;
    - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;

- vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
  - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
  - iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
  - iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
  - vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
  - vii. Any other information required by the Commission.

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

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

### **Equal Opportunity Employment Policy**

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

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

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

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

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

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

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. KUR will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

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

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

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

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

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

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

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

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

### **Americans with Disability Act**

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

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

KUR is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on KUR premises or while using KUR vehicles or equipment, or at any location during work time.

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

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

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

### **Smoke Free Workplace**

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

### **Employee Assistance Policy**

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

### **Employee Diversion of Marijuana**

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

### **Employee Handbook**

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

1. KUR Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training

# Restricting Access to Age 21 and Older

## *Standard Operating Procedure*

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### **Purpose & Policy**

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

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

### **Definitions:**

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

**Law Enforcement Authorities** means local law enforcement including, but not limited to, the local police and fire departments within the municipality where the Licensee is sited, unless otherwise indicated.

**Marijuana Establishment Agent** means any Owner, employee, Executive, , or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

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

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

**Visitor** means an individual, other than a Marijuana Establishment Agent or Laboratory Agent authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

### **Access to the Facility**

KUR's management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of KUR's are 21 years of age or older. For the purposes of this Policy, the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by KUR's for the transportation of Marijuana. KUR's retail facilities allows only the following individuals access:

1. KUR's Agents (including board members, directors, employees, executives, managers, or volunteers) while at the facility or transporting marijuana for the facility all KUR's Agents must carry their valid Agent Registration Card issued by the Commission.



# Restricting Access to Age 21 and Older

## *Standard Operating Procedure*

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- a. All KUR's Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals):
  - a. To verify a customer is 21 or older KUR's Agents must receive and examine from the customer one of the following authorized government issued ID Cards;
    - i. Massachusetts Issued driver's license
    - ii. Massachusetts Issued ID card
    - iii. Out-of-state driver's license or ID card (with photo)
    - iv. Passport
    - v. U.S. Military I.D.
  - b. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by KUR's.
  - c. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Agent must use the **FLAG** methodology of ID verification:

### **F. Feel**

- ✓ Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document).
- ✓ Feel for information cut-out or pasted on (especially near photo and birth date areas).
- ✓ Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture.

### **L. Look**

- ✓ Look for the State seals or water marks; these seals are highly visible without any special light.
- ✓ Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- ✓ Look at the height and weight. They should reasonably match the person.
- ✓ Look at the date of birth and do the math!
- ✓ Compare the age on the ID with the person's apparent age.
- ✓ Look at the expiration date. If the ID has expired, it is not acceptable.
- ✓ If needed, compare the ID to the book of Government Issued ID's.

# Restricting Access to Age 21 and Older

## *Standard Operating Procedure*

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### A. Ask

- ✓ Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- ✓ If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

### G. Give Back

- ✓ If the ID looks genuine, give the ID back to the customer and allow entry.

- d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.

### 3. Visitors (including outside vendors and contractors)

- a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
  - i. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
- b. After the age of the visitor is verified they will be given a Visitor Identification Badge.
- c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
- d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
  - i. The visitor log will be available for inspection by the Commission at all times.

### 4. Access to the Commission, Emergency Responders and Law Enforcement.

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

## **Training**

# **Restricting Access to Age 21 and Older**

## *Standard Operating Procedure*

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

All KUR's Agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

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

# KUR

## Diversity Plan

KUR is an involved advocate of the cannabis industry and profoundly embraces the inclusion and promotion of diversity and social equity as established not only by the City of Springfield but also adopted by many other markets nationwide. KUR is committed to this effort and has supporting plans and programs in development.

KUR intends to hire and staff the store exclusively with Springfield residents. Hiring from within the community will ensure customers will come to know and trust the service they provide. Further it has a goal of hiring as close to 80% of their people who are minorities (particularly Black, African American, Hispanic, Latinx, and Indigenous people), veterans, LGBTQ+, and people with disabilities. It intends to hire 50% women, with an emphasis on those that are single mothers. In doing so it is prepared to be agile with the hours of staffing to accommodate unique needs of single moms. It will be deliberate and intentional with hiring goals and will seek engagement with local workforce development organizations be they public, private, and non-profit to identify, hire and train individuals.

KUR anticipates a minimum of 20-25 full-time employees and numerous part time staff. To ensure performance and retention salaries and wages will exceed the norm.

KUR is also committed to being a valued member of the community. It has already retained a local African American Community Leader, Ryan McCollum to facilitate outreach and identify meaningful causes it can support.

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

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

KUR is committed to a diverse and equitable workforce and will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics this plan promotes are outlined below:

### **Plan Populations:**

1. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LGBTQ+

### **I. GOALS**

KUR is committed to achieving the following goals through this plan, and our vision includes;

1. Make KUR workplace and management team as diverse as possible to include attracting and retaining qualified employees with no regard to race, gender, disability, LBGTQ+ orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:
  - 50% female;
  - 80% will be People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, veterans, people with disabilities and people who are LBGTQ+. Of this 80%, our goal is to have 65% of our employees be People of color (particularly Black, African American, Hispanic, Latinx, and Indigenous people), 5% veterans, 7% LBGTQ+, and 3% People who are disabled.
    - ✓ *Upon renewal, progress documentation will reflect the breakdown percentages of each demographic within the current employment pool.*
2. Ensure the KUR workplace environment is an inclusive environment that provides employees with the desire and compensation that fosters a long-term work relationship with KUR. Our goals are:
  - *To have an employee retention rate of 75% or higher each year; and*
  - *80% of our employees will respond to our employee satisfaction survey rating KUR at 90% or higher on all survey questions*
    - ✓ *Upon renewal, KUR will conduct an employee satisfaction survey and will upload results on an annual basis.*
3. Include as our suppliers and contractors, businesses owned by people of color and women. In addition, our goal is to also include as our wholesale partners Marijuana Establishments that are owned by minorities or women. Our goal is to have the following demographic:
  - 10% female;
  - 25% will be People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, veterans, people with disabilities and people who are LBGTQ+. Of this 25%, our goal is to have 20% of our employees be People of color (particularly Black, African American, Hispanic, Latinx, and Indigenous people), 2% veterans, 2% LBGTQ+, and 1% People who are disabled.
    - ✓ *Upon renewal, progress documentation will reflect the breakdown percentages of each demographic within the current contractor pool.*

## **II. PROGRAMS**

### **Recruitment and Hiring Program**

KUR looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people who are LBGTQ+ in the operation of our company. To promote diversity and equity KUR will;

1. Give hiring preference to individuals from Springfield who meet the criteria of the Plan Populations that are outlined above.
2. Institute a “blind hiring” policy that anonymizes or “blinds” demographic-related information about a candidate from the recruiter or hiring manager that can lead to bias about the candidate.

3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
4. Promote our Diversity Hiring policy on recruitment websites, our social media presence and traditional hiring platforms. We will engage the communities of Chicopee, Springfield, and Holyoke who have higher populations of people of color, with the goal of attracting and retaining a qualified diverse workforce.
  1. We will post job postings at JobsInTheValley.com, MassLive, The Chicopee register, Daily Hampshire Gazette, and through Indeed and hold a job fair in Springfield 60 days prior to our expected opening date, subsequent job fairs will be held as needed.
    - i. Job postings and our job fair(s) will promote our hiring priorities and encourage individuals who fall into the Plan Populations to apply.
    - ii. Job postings will be posted approximately 60 days prior to our expected opening date and annually thereafter.
    - iii. Our job fair will be scheduled approximately 60 days prior to our expected opening date, subsequent job fairs will be held as needed.
  - a. We will make every effort to provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement, including Minority Business Enterprises, Women Business Enterprises, and Veteran Business Enterprises in all of our hiring practices.
  - b. We will work directly with local veteran organizations, including the West Springfield Veteran's Services, to notify their members of any and all hiring fairs and open positions and will actively recruit veterans.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion including:
  - a. Mass CBA;
  - b. THC Staffing Group; and
  - c. Elevate NE

#### **Inclusion and Retention Program**

KUR is determined to provide a work environment that is a diverse and inclusive workplace where employees and stakeholders form long term relationships and tenure. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace KUR will:

1. Provide training to all employees regarding inclusion in the workplace.
  - a. This training will be conducted as part of the new employee training curriculum and annually thereafter.

2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment.
  - a. The training for managers will occur with 90 days of promotion or hiring.
3. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
4. Periodically evaluate the workplace climate through observations, employee meetings and individual conversations with employees to ensure our workplace is inclusive.

### **Supplier Contractor Program**

KUR is committed to utilizing, to the extent possible, Springfield individuals and companies that are minority-owned, women owned, veteran owned, LGBTQ+ -owned and business owned by persons with disabilities as suppliers, contractors, and wholesale partners. KUR recognizes that sourcing products and services from previously under-represented suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the communities in which we operate by recording transactions with diverse suppliers.

KUR will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Plan Populations that are outlined above.

1. KUR will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. KUR will actively recruit these individuals or companies and promote this Program when sourcing these services.
  - a. As part of any bid or solicitation for services, KUR will request demographic information from the business or individual in order to see if they meet the Program Populations outlined above.
  - b. When requesting bids from suppliers and contractors we will expressly promote the Supplier Contractor priority outlined in this plan.
  - c. KUR will search the SDO website for MBE, WBE, LGTBE, SDVOBE and DOBE business when sourcing suppliers and contractors
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Plan Populations that are outlined above when sourcing wholesale products.

### **III. PLAN MEASUREMENT**

KUR realizes that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 3 goals. We will produce a full report annually which outlines this policy, data collected, whether the goals have been met and if any changes are necessary.

This report will be made available to the Commonwealth of Massachusetts. KUR Managers and appropriate community leaders will meet to discuss the report and make any necessary adjustments. This report, at a minimum will include:

1. The demographics of all employees and applicants;

2. Attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement;
3. Report of workplace environment that includes feedback from employees;
4. Rate of retention of all employees;
5. The demographics, numbers, amounts and percentages of all third-party suppliers, contractors and Marijuana Industry Partners that KUR has engaged with and done business with; and
6. Conclusions and recommendations.

60 days prior to License renewal, and annually thereafter KUR will produce a comprehensive report on our Goals and Programs which will acknowledge the progress and/or success of our plan and outline the metrics for each program. This report will be submitted as part of our annual renewal and each year thereafter.

KUR Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.