



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282631  
Original Issued Date: 10/15/2021  
Issued Date: 10/15/2021  
Expiration Date: 10/15/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: PR MA LLC

Phone Number: 774-254-0441 Email Address: lori@purerootsmi.com

Business Address 1: 80 E. Washington St Business Address 2:

Business City: North Attleborough Business State: MA Business Zip Code: 02760

Mailing Address 1: 1 Lowe Meadow Lane Mailing Address 2:

Mailing City: North Attleborough Mailing State: MA Mailing Zip Code: 02760

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

### 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: 5 Percentage Of Control: 51

Role: Executive / Officer Other Role: CEO-DAY TO DAY OPERATIONS

First Name: Lori Last Name: Stalker Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Jewish

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 90

Percentage Of Control: 49

Role: Board Member

Other Role: Chairman

First Name: Aziz

Last Name: Naser

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 5

Percentage Of Control:

Role: Employee

Other Role: Operations

First Name: Matthew

Last Name: George

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Aziz

Last Name: Naser

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$4000000

Percentage of Initial Capital:  
100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### 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: Aziz

Owner Last Name: Naser

Owner Suffix:

Entity Legal Name: Pure Roots Collective LLC

Entity DBA:

Entity Description: Medical Marijuana Company in the State of Michigan

Entity Phone: 248-727-1465

Entity Email:

Entity Website:

info@purerootsmi.com

Entity Address 1: 2804 Orchard Lake Road Suite 205

Entity Address 2:

Entity City: Keego Harbor

Entity State: MI

Entity Zip Code: 48320

Entity Country: United State of  
America

Entity Mailing Address 1: 2804 Orchard Lake Rd Suite 205

Entity Mailing Address 2:

Entity Mailing City: Keego

Entity Mailing State: MI

Entity Mailing Zip Code:

Entity Mailing Country: United States

### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 80 East Washington Street

Establishment Address 2:

Establishment City: North Attleborough

Establishment Zip Code: 02760

Approximate square footage of the establishment: 3846

How many abutters does this property have?: 13

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
Community Outreach Meeting Documentation	CM Attestiaon Form final.pdf	pdf	5dc3067ad5b0805341c6072d	11/06/2019
Community Outreach Meeting Documentation	NA Attachment A April 16th.pdf	pdf	5dc30713ea4df3530e642e81	11/06/2019
Community Outreach Meeting Documentation	NA Newspaper Notice May 1st - Attachment B.pdf	pdf	5dc3071ebcb01253152f45f8	11/06/2019
Community Outreach Meeting Documentation	PR MA LLC CERTIFIED LETTER FINAL Attachment C.pdf	pdf	5dc307249c1081532b9a3b2d	11/06/2019
Plan to Remain Compliant with Local Zoning	Compliance Letter.pdf	pdf	5dc455e7170b4c5353e38d87	11/07/2019
Certification of Host Community Agreement	HCA North Attleboro.pdf	pdf	5e012f5bfab70557127ef987	12/23/2019
Certification of Host Community Agreement	NA HCA Certification.pdf	pdf	5e0508a8d74bf6532ea008cf	12/26/2019
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5ec6c46e7dc0413492817c6f	05/21/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5ec6c4a8502f482d4899121e	05/21/2020
Certification of Host Community Agreement	Host Community Agreement Certification Form - Pure Roots.pdf	pdf	5ec6c4e68caba634a843a6e9	05/21/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5fab0bf1edc7d60856d97854	11/10/2020
Community Outreach Meeting Documentation	Community Outreach Notice to Town.pdf	pdf	60247a2872b5633675943d06	02/10/2021

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
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				Date
Other	Letter to CCC for Pure Roots re Host Agreement 2-25-21.pdf	pdf	604916c79a694b3583a73942	03/10/2021
Plan for Positive Impact	Positive Impact Plan 4-21-2021 (1).pdf	pdf	60809f7c2e84db44a04c98a1	04/21/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Executive / Officer      Other Role:

First Name: Lori      Last Name: Stalker      Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 2

Role: Board Member      Other Role:

First Name: Aziz      Last Name: Naser      Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 3

Role: Employee      Other Role:

First Name: Matthew      Last Name: George      Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Certifacte of Good Standing (1).pdf	pdf	5ff631eae826e207c07dbd91	01/06/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of good standing Mass.pdf	pdf	5ff6339cd18fa907c7d92d2c	01/06/2021
Articles of Organization	MA Corporations Search Entity Summary.pdf	pdf	5ff635482027b107e8dc9270	01/06/2021
Department of Revenue - Certificate of Good standing	DOR Certifacte of Good Standing.pdf	pdf	6000eeca79776c07d15e9865	01/14/2021
Bylaws	PR MA LLC LIMITED LIABILITY AGREEMENT FINAL.pdf	pdf	601186a2bb013b08020891f5	01/27/2021
Department of Revenue - Certificate of	unemployment letter.pdf	pdf	60248ca9d44ed235c8c47167	02/10/2021



Good standing

No documents uploaded

Massachusetts Business Identification Number: 001366394

Doing-Business-As Name: PR MA LLC

DBA Registration City: Boston

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	PRMA LLC Plan for Insurance.pdf	pdf	5dceedf07aad8653363bd020	11/15/2019
Business Plan	Business Plan Print Now_V3 - North Attleborough .pdf	pdf	5e3da76ed43df3043d4b812b	02/07/2020
Plan for Liability Insurance	Facility Insurance (1).pdf	pdf	5fab123c57d9d707ee4d8a09	11/10/2020
Proposed Timeline	Time Line Letter for MASS CCC final.pdf	pdf	6000f02d36d86207eb96b201	01/14/2021
Proposed Timeline	Time Line Letter for MASS CCC 2-10-21 .pdf	pdf	60248d874e95aa35cfc233e6	02/10/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures.pdf	pdf	5e28670a69dc9d0456db4cf1	01/22/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e2867d9d43df3043d4b4fc6	01/22/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5e2868c15a2369047f221b57	01/22/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5e2874c381ae16046bec4ffc	01/22/2020
Security plan	Security plan R1.pdf	pdf	5fab1933edc7d60856d97883	11/10/2020
Storage of marijuana	Storage of Marijuana R1.pdf	pdf	5fac3f21edc7d60856d97b3e	11/11/2020
Transportation of marijuana	Transportation of Marijuana R1.pdf	pdf	5fac449fdd2d7407bedec68c	11/11/2020
Inventory procedures	Inventory Procedures R1.pdf	pdf	5fac470dbd0d8e081433d528	11/11/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older R1.pdf	pdf	5fac4788dd2d7407bedec69b	11/11/2020
Quality control and testing	Quality Control and Testing R1.pdf	pdf	5fac494308242707d4a78357	11/11/2020
Personnel policies including background checks	Personnel policies including background checks R1.pdf	pdf	5fac4b567083620840286a67	11/11/2020
Maintaining of financial records	Maintaining of Financial Records R1.pdf	pdf	5fac4c9cdfcf9f07cd945511	11/11/2020
Qualifications and training	Qualifications and Training R1.pdf	pdf	5fac4dae5b823307b79b739f	11/11/2020
Diversity plan	diversity plan 4-2-2021.pdf	pdf	60708123a6d53445a21e3802	04/09/2021

## 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 Understand

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

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: I Understand

## COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

## COMPLIANCE WITH DIVERSITY PLAN

No records found

## HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 12:00 PM	Sunday To: 5:00 AM

## Community Outreach Meeting Attestation Form

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

I, Lori Stalker, (*insert name*) attest as an authorized representative of PRMA LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 13th, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 1st, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 16th, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 25th, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



Received

APR 16 2019

Attleborough Planning  
DepartmentSUN CHRONICLE  
34 SOUTH MAIN STREET  
ATTLEBORO MA 02703  
USA  
(508) 236-0365APR 16 2019  
NA 150N  
ACT

## ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 04/12/19 14:37 by mdulu-sc

Acct #: 88313

Ad #: 390621

Status: New

JARED MAYNARD  
SUITE 205  
2804 ORCHARD LAKE ROAD  
KEEGO HARBOR MI 48320Start: 05/01/2019 Stop: 05/01/2019  
Times Ord: 1 Times Run: \*\*\*  
ALEG 2.00 X 9.00 Words: 71  
Total ALEG 18.00  
Class: A100 LEGAL  
Rate: ALEG Cost: 41.40  
# Affidavits: 1

Contact:

Phone: (586) 854-8242

Fax#:

Email: jaredgop@gmail.com

Agency:

Ad Descript: OUTREACH MEETING LEGAL NO  
Given by: \*

P.O. #:

Created: mdulu 04/12/19 14:22

Last Changed: mdulu 04/12/19 14:36

PUB ZONE EDT TP RUN DATES  
SC A 95 S 05/01

## PAYMENTS:

-- 04/12/2019 41.40 VS \*\*\*\*\*4735 053614[61674333144]

## AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

JARED MAYNARD

Name (print or type)

Name (signature)

## Outreach Meeting

## LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 13th, 2019 at 6 P.M. at Town Hall Located at 43 S. Washington Street, North Attleborough, MA 02760. The proposed Marijuana Retail Center is anticipated to be located at 80 E Washington Street, North Attleboro, MA 02760. There will be an opportunity for the public to ask questions.  
05/01/19



2019 APR 16 AM 8:36



## Attachment B



Call 508-222-4091 or visit [thesunchronicle.com/subscribe](http://thesunchronicle.com/subscribe).



# What Matters.

## LEGALS

200 & 210 East Side Rd



In compliance with the Mass. Gen. Laws Ch. 131, Section 40 and the Wrentham Wetland Protection By-Law, the Wrentham Conservation Commission will hold a public hearing at the Wrentham Town Hall, Meeting Room, 79 South Street, Thursday evening, May 9, 2019 at 8:00 P.M. for a Notice of Intent from Richard Anderson for the proposed septic system upgrade and lakefront wall construction at the property located at 200 & 210 East Side Road. Said work to be within 100 of wetlands. Persons wanting to see the plans prior to the hearing, call 508-384-5417.

WRENTHAM CONSERVATION COMMISSION  
5/1/19

Outreach Meeting

### LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 13th, 2019 at 6 P.M. at Town Hall Located at 43 S. Washington Street, North Attleborough, MA 02760. The proposed Marijuana Retail Center is anticipated to be located at 80 E Washington Street, North Attleboro, MA 02760. There will be an opportunity for the public to ask questions.

05/01/19

230 & 240 East Side Rd



In compliance with the Mass. Gen. Laws Ch. 131, Section 40 and the Wrentham Wetland Protection By-Law, the Wrentham Conservation Commission will hold a public hearing at the Wrentham Town Hall, Meeting Room, 79 South Street, Thursday evening, May 9, 2019 at 7:45 P.M. for a Notice of Intent from Robin McDonald & Mark Cuddy for the proposed septic system upgrade at the property located at 230 & 240 East Side Road. Said work to be within 100 of wetlands. Persons wanting to see the plans prior to the hearing, call 508-384-5417.

WRENTHAM CONSERVATION COMMISSION  
5/1/19

Maduskuile

## LEGALS

Foxborough Housing Authority



### ADVERTISEMENT TO BID

The Foxborough Housing Authority, the Awarding Authority, invites sealed bids from Contractors for the **705-C8 Septic Sewer System Replacement, #099085** in Foxborough, Massachusetts, in accordance with the documents prepared by GCG Associates and all incidental work necessary to complete the Project.

The Project consists of: The proposed project is a family housing duplex building (705- C8) located at 104-106 Morse Street, Foxborough for the Foxborough Housing Authority. The work consists of the installing a new 6" PVC sewer service and abandonment the existing septic system..

The work is estimated to cost **\$15,000.**

Bids are subject to M.G.L. c.30B§39M and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

**THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED.** Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at [www.biddocsonline.com](http://www.biddocsonline.com). Tutorials and instructions on how to complete the electronic bid documents are available online (click on the Tutorial tab at the bottom footer).

Sealed Bids will be received until **11:00 AM on Thursday, 16 May 2019** and publicly opened online, forthwith.

All Bids should be submitted online at [www.biddocsonline.com](http://www.biddocsonline.com) and received no later than the date and time specified above.

**Bid Deposit - Not required.**

Bid Forms and Contract Documents will be available for pick-up at [www.biddocsonline.com](http://www.biddocsonline.com) (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).

There is a plan deposit of **\$25.00** per set payable to BidDocs ONLINE Inc.

Plan deposits may be electronically paid or by check. This deposit will be refunded upon return of the plans in good



## Attachment C

Dear Property Owner,

You are invited to an outreach meeting to discuss a retail marijuana operation at 80 E. Washington. A presentation will be made and an opportunity to ask questions will be provided.

PR MA LLC dba Pure Roots is a vertically integrated cannabis company in the State of Massachusetts. Our operations focus on bringing high end apothecary style retail store to North Attleboro and other communities. Our goal is to serve the needs of the population of North Attleboro with organic, tested, high quality products that we stand by. Our typical build out cost ranges from \$750,000 to \$1,000,000. We pride ourselves in using local labor, and high-quality finishes as part of our brand look.

Owners of the company have extensive medical and retail experience with over 300 + locations across the country under brands such as T-Mobile, and others.

If you are unable to attend but still wish to comment, please send your comments to [info@purerootsmi.com](mailto:info@purerootsmi.com).

As required a copy of the legal notice printed in the Sun Chronicle is below. If you have further questions, please feel free to email the address above.

Sincerely,

Mike Yaldoo  
PR MA LLC

Outreach Meeting

### LEGAL NOTICE

Notice Is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 13th, 2019 at 6 P.M. at Town Hall Located at 43 S. Washington Street, North Attleborough, MA 02760. The proposed Marijuana Retail Center is anticipated to be located at 80 E Washington Street, North Attleboro, MA 02760. There will be an opportunity for the public to ask questions. 05/01/19



## Compliance Letter

Massachusetts Cannabis Control Commission  
101 Federal Street 13<sup>th</sup> Floor  
Boston, MA 02110

Dear Cannabis Control Commission,

Pursuant to the Commonwealth of Massachusetts Law 935 CMR 500.00 for the Adult Use of Marijuana, PR MA LLC is writing this letter to confirm that we will follow all the laws and regulations governing Adult Use Marijuana as set forth by the Commonwealth of Massachusetts and in the town of North Attleborough. Further, PR MA LC will remain in close communication with Commonwealth and Town Officials regarding all applicable regulations regarding our operation.

Sincerely,

Lori Stalker  
CEO  
PR MA LLC



TOWN OF NORTH ATTLEBOROUGH  
AND PURE ROOTS MASSACHUSETTS LLC

**HOST COMMUNITY AGREEMENT**

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 20<sup>TH</sup> day of December, 2019 (the "Effective Date") by and between Pure Roots MA LLC., a Massachusetts limited liability corporation with a principal office address of 80 E. Washington Street, North Attleborough, MA 02760 (the "Company"), and the Town of North Attleborough, a Massachusetts municipal corporation with a principal address of 43 South Washington Street, North Attleborough, MA 02760 (the "Town") (Company and Town, collectively the "Parties"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

**RECITALS**

WHEREAS, the Company wishes to locate a collocated 3,230 square foot Medical Marijuana Dispensary and Adult Use Marijuana Retailer Establishment, which shall be limited in its operations to retail sales of medical and adult use marijuana at 80 East Washington Street, North Attleborough, MA 02760 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and G.L. c.94I, as well as the applicable regulations, including 935 CMR 500.000, 935 CMR 501.000 and 935 CMR 502.000 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Town recognizes this development and Facility will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite Final Certificate of Registration and License from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this AGREEMENT to satisfy the provisions of M.G.L. c. 94G, § 3(d) applicable to the operation of Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town; and

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

**1. Representations and Warranties**

The Parties respectively represent and warrant that:

- a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this AGREEMENT, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any AGREEMENT or instrument to which either is a party or by which either party may be bound or affected; and
- b. Once this AGREEMENT has been duly authorized, executed and delivered, this AGREEMENT constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; and
- c. There is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this AGREEMENT.

**2. Annual Payments**

In the event that the Company obtains the requisite Final Certificate of Registration and License from the CCC and all necessary and required state approvals required for the operation of the Facility, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Community Impact Fee:

**A. Community Impact Fee**

In order to mitigate the anticipated impacts of the Facility on the Town, including, but not limited to impacts on roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town's resources, the Company agrees to pay an Annual Community Impact Fee to the Town to account for both quantifiable and unquantifiable impacts to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross annual sales of marijuana and marijuana products at

the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.

2. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Facility commences operations ("Commencement of Operations"). The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final License and "Approval to Sell" at the Facility from the CCC.
3. The Company shall pay the Annual Community Impact Fee in quarterly installments as follows:
  - For sales between January 1 and March 31, payment shall be made on or before May 1;
  - For sales between April 1 and June 30, payment shall be made on or before August 1;
  - For sales between July 1 and September 30, payment shall be made on or before Nov. 1;
  - For sales between Oct. 1 and December 31, payment shall be made on or before Feb 1.

With regard to any quarter year of operation for the Facility which is not a full quarter year, the applicable quarterly installment of the Community Impact Fee shall be pro-rated accordingly.

4. At the conclusion of the five (5) year term, the Parties shall negotiate the terms of a new Annual Community Impact Fee as an Amendment to this AGREEMENT; provided, however, that if the parties are unable to reach an AGREEMENT on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this AGREEMENT shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.
5. The Town may use the above referenced payments as it deems appropriate in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, drug prevention programs as well as unforeseen impacts upon the Town.
6. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this



AGREEMENT are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable and customary consulting costs and fees, including without limitation, reasonable attorneys' fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings not held in public buildings and forums not within the Town's regularly scheduled public hearings and meetings, which are solely devoted to discussing the Facility.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this AGREEMENT. In the event that any such payments are not fully made within ten (10) business days of receipt of written notice from the Town indicating delinquency, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Community Benefit Payment

1. The Company shall provide Community Benefits to the Town through the establishment of a Community Foundation Grant Program through which the Company shall make contributions and gifts to local charities, non-profits and the Town for purposes of supporting municipal improvement projects. The Company commits to provide financial benefits equal to 3% of the Company's gross annual sales each year for a term of five years for purposes of establishing the Community Foundation Grant Program.
2. The Town and/or other local charities and non-profit organizations shall be eligible to request gift funds and donations through the Community Foundation Grant program to support the interests of the Town and its residents. Funds awarded shall be at the discretion of the Company. The Company shall provide an annual report to the Town Manager of the contributions made through its Community Foundation Grant Program.

3. The parties hereby recognize and agree that any Community Benefit contributions paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

**D. Annual Reporting for Host Community Impact Fees and Compliance**

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance all other requirement of this AGREEMENT. During the term of this AGREEMENT the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this AGREEMENT. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this AGREEMENT in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a License for the Facility.

During the term of this AGREEMENT, and for seven (7) years following the termination of this AGREEMENT, the Company shall agree, upon request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this AGREEMENT. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this AGREEMENT. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

**3. Education and Outreach**

The Company shall work with the Town's Police Department to partially fund programs developed for the School Resource Officer to educate students on the negative effects of Vaping, Drug Use and the consequences of such behavior. The Company shall fund these programs with \$5,000 a year for five years, paid out of the Community Foundation Grant Program, commencing six (6) months into the first year of operations. Should the programs prove effective and cost more than \$5,000 annually, the Company may elect to fund more of the cost through its Community Foundation Grant in any given year.

The Company shall work with the Town's Public Health Department partially funding programs developed or currently in place for the counselling of substance abuse users and victims of substance abuse. The company shall fund these programs with \$10,000 a year for five years, paid out of the Community Foundation Grant Program, commencing six (6) months into the first year of operations. Should the programs prove effective and cost more than \$10,000 annually, the Company may elect to fund more of the cost through its Community Foundation Grant in any given year.

#### **4. Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive, and shall use good faith efforts to hire Town residents.

#### **5. Local Taxes**

At all times during the term of this AGREEMENT, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek any non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this AGREEMENT.

#### **6. Security and Safety**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

The Company shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.

The Company agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

#### **7. Community Impact Hearing Concerns**

The Company agrees to conduct a Community Outreach Meeting prior to commencement of operations to work collaboratively and cooperatively with its neighboring businesses and residents. The Company shall, as a result of community feedback and neighborhood concerns, provide written responses to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies shall be reviewed annually by the Town Manager as part of the Company's annual report.

#### **8. Additional Obligations**

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a Final License from the CCC for operation of a MMR in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This AGREEMENT does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this AGREEMENT, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.



#### **9. Support**

The Town agrees to submit to the CCC, the required certifications required to support the Company's License Application, including the issuance of a Letter of Support or Non-Opposition for the Medical Marijuana Dispensary and Adult Use Marijuana Retailer Establishment, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

#### **10. Term**

Except as expressly provided herein, this AGREEMENT shall take effect on the date set forth above (the "Effective Date"), and shall be applicable for as long as the Company operates the Facility in the Town, with the exception of the Community Impact Fee, which shall be governed by the provisions of Paragraph 2.A of this AGREEMENT.

In the event the Company has not secured a Final License and Certificate of Registration from the CCC and all necessary local permits from the Town and commenced operations at the Facility within one (2) years from the Effective Date of this AGREEMENT, this AGREEMENT shall expire and the Company shall be required to negotiate a new AGREEMENT in order to operate the Facility within the Town, unless the Board of Selectmen, in its discretion, agrees to an additional extension of time, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

#### **11. Successors/Assigns**

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this AGREEMENT, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this AGREEMENT, except by and with the written consent of the Town. This AGREEMENT is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer any interest in the AGREEMENT without the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

#### **12. Notices**



Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this AGREEMENT, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

**To Town:**

**Town Manager**  
Michael Gallagher  
Town Manager  
43 South Washington Street,  
North Attleborough MA 02760

**To Company:**

**Chief Operations Officer**  
Lori Stalker  
Pure Roots MA LLC  
2804 Orchard Lake Suite 205  
Keego Harbor, MI 48320

**13. Severability**

If any term or condition of this AGREEMENT or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this AGREEMENT shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this AGREEMENT; and to the extent the validity of this AGREEMENT is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this AGREEMENT.

**14. Governing Law**

This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this AGREEMENT.

**15. Entire Agreement**

This AGREEMENT constitutes the entire integrated AGREEMENT between the Company and the Town with respect to the matters described herein. This AGREEMENT supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**16. Amendments/Waiver**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this AGREEMENT may be made only by written amendment executed by authorized representatives of both parties to the original AGREEMENT, prior to the effective date of the amendment.

**17. Headings**

The article, section, and/or paragraph headings in this AGREEMENT are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this AGREEMENT.

**18. Counterparts**

This AGREEMENT may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this AGREEMENT by signing one or more counterparts.

**19. Signatures**

Facsimile signatures affixed to this AGREEMENT shall have the same weight and authority as an original signature.

**20. No Joint Venture**

The Parties hereto agree that nothing contained in this AGREEMENT or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

**21. Nullity**

This AGREEMENT shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

**22. Indemnification**

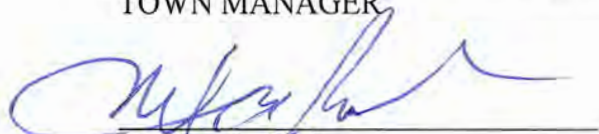
The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Facility to the extent caused by or contributed to by the Company, but specifically excluding such matters caused by the fraud or willful misconduct of the Town, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. As a condition of indemnification pursuant to this Section, the Town shall: (a) notify the Company within a reasonable period of time of any matter concerning which the Town may seek indemnification hereunder; (b) at the request of the Company give the Company control over the investigation, defense and/or settlement of such matter; and (iii) cooperate to the greatest possible extent in such investigation, defense and/or settlement.

### 23. Third-Parties

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first written above.

TOWN OF NORTH ATTLEBOROUGH  
TOWN MANAGER

  
\_\_\_\_\_  
Michael Gallagher

PURE ROOTS MA LLC

  
\_\_\_\_\_  
Name: Lori Stalker  
Title: CEO

662860/NATL/0009

## Host Community Agreement Certification Form

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

### Applicant

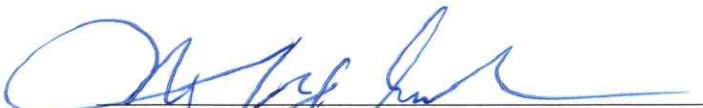
I, Lori Stalker, (*insert name*) certify as an authorized representative of PRMA LLC (*insert name of applicant*) that the applicant has executed a host community agreement with North Attleborough (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 12-20-2019 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, MICHAEL H. GAWAGHAN, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for NORTH ATTLEBOROUGH (*insert name of host community*) to certify that the applicant and TOWN OF NORTH ATTLEBOROUGH (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on DECEMBER 20, 2019 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community



## Attachment B



Call 508-222-4091 or visit [thesunchronicle.com/subscribe](http://thesunchronicle.com/subscribe).



# What Matters.

## LEGALS

200 & 210 East Side Rd



In compliance with the Mass. Gen. Laws Ch. 131, Section 40 and the Wrentham Wetland Protection By-Law, the Wrentham Conservation Commission will hold a public hearing at the Wrentham Town Hall, Meeting Room, 79 South Street, Thursday evening, May 9, 2019 at 8:00 P.M. for a Notice of Intent from Richard Anderson for the proposed septic system upgrade and lakefront wall construction at the property located at 200 & 210 East Side Road. Said work to be within 100 of wetlands. Persons wanting to see the plans prior to the hearing, call 508-384-5417.

WRENTHAM CONSERVATION COMMISSION  
5/1/19

Outreach Meeting

### LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 13th, 2019 at 6 P.M. at Town Hall Located at 43 S. Washington Street, North Attleborough, MA 02760. The proposed Marijuana Retail Center is anticipated to be located at 80 E Washington Street, North Attleboro, MA 02760. There will be an opportunity for the public to ask questions.

05/01/19

230 & 240 East Side Rd



In compliance with the Mass. Gen. Laws Ch. 131, Section 40 and the Wrentham Wetland Protection By-Law, the Wrentham Conservation Commission will hold a public hearing at the Wrentham Town Hall, Meeting Room, 79 South Street, Thursday evening, May 9, 2019 at 7:45 P.M. for a Notice of Intent from Robin McDonald & Mark Cuddy for the proposed septic system upgrade at the property located at 230 & 240 East Side Road. Said work to be within 100 of wetlands. Persons wanting to see the plans prior to the hearing, call 508-384-5417.

WRENTHAM CONSERVATION COMMISSION  
5/1/19

Maduskuile

## LEGALS

Foxborough Housing Authority



### ADVERTISEMENT TO BID

The Foxborough Housing Authority, the Awarding Authority, invites sealed bids from Contractors for the **705-C8 Septic Sewer System Replacement, #099085** in Foxborough, Massachusetts, in accordance with the documents prepared by GCG Associates and all incidental work necessary to complete the Project.

The Project consists of: The proposed project is a family housing duplex building (705- C8) located at 104-106 Morse Street, Foxborough for the Foxborough Housing Authority. The work consists of the installing a new 6" PVC sewer service and abandonment the existing septic system..

The work is estimated to cost **\$15,000.**

Bids are subject to M.G.L. c.30B§39M and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

**THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED.** Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at [www.biddocsonline.com](http://www.biddocsonline.com). Tutorials and instructions on how to complete the electronic bid documents are available online (click on the Tutorial tab at the bottom footer).

Sealed Bids will be received until **11:00 AM on Thursday, 16 May 2019** and publicly opened online, forthwith.

All Bids should be submitted online at [www.biddocsonline.com](http://www.biddocsonline.com) and received no later than the date and time specified above.

**Bid Deposit - Not required.**

Bid Forms and Contract Documents will be available for pick-up at [www.biddocsonline.com](http://www.biddocsonline.com) (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).

There is a plan deposit of **\$25.00** per set payable to BidDocs ONLINE Inc.

Plan deposits may be electronically paid or by check. This deposit will be refunded upon return of the plans in good



Received

APR 16 2019

Attleborough Planning  
DepartmentSUN CHRONICLE  
34 SOUTH MAIN STREET  
ATTLEBORO MA 02703  
USA  
(508) 236-0365APR 16 2019  
NA 150N  
ACT

## ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 04/12/19 14:37 by mdulu-sc

Acct #: 88313

Ad #: 390621

Status: New

JARED MAYNARD  
SUITE 205  
2804 ORCHARD LAKE ROAD  
KEEGO HARBOR MI 48320Start: 05/01/2019 Stop: 05/01/2019  
Times Ord: 1 Times Run: \*\*\*  
ALEG 2.00 X 9.00 Words: 71  
Total ALEG 18.00  
Class: A100 LEGAL  
Rate: ALEG Cost: 41.40  
# Affidavits: 1

Contact:

Phone: (586) 854-8242

Fax#:

Email: jaredgop@gmail.com

Agency:

Ad Descript: OUTREACH MEETING LEGAL NO  
Given by: \*

P.O. #:

Created: mdulu 04/12/19 14:22

Last Changed: mdulu 04/12/19 14:36

PUB ZONE EDT TP RUN DATES  
SC A 95 S 05/01

## PAYMENTS:

-- 04/12/2019 41.40 VS \*\*\*\*\*4735 053614[61674333144]

## AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

JARED MAYNARD

Name (print or type)

Name (signature)

## Outreach Meeting

## LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 13th, 2019 at 6 P.M. at Town Hall Located at 43 S. Washington Street, North Attleborough, MA 02760. The proposed Marijuana Retail Center is anticipated to be located at 80 E Washington Street, North Attleboro, MA 02760. There will be an opportunity for the public to ask questions.  
05/01/19



2019 APR 16 AM 8:36

## 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:

PR MA LLC

2. Name of applicant's authorized representative:

Lori Stalker

3. Signature of applicant's authorized representative:

*Lori Stalker*

4. Name of municipality:

*North Attleborough*

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

*Michael D. Borg*





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



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

MBORG@NATTLEBORD.COM

8. Host community agreement execution date:

December 20, 2019



Plan to Remain Compliant with Local Zoning #6

Massachusetts Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

Pursuant to the Commonwealth of Massachusetts Law 935 CMR 500.00 for the Adult Use of Marijuana, PR MA LLC is writing this letter to confirm that we will follow all the laws and regulations governing Adult Use Marijuana as set forth by the Commonwealth of Massachusetts and in the town of North Attleborough.

The following permits will be obtained and maintained in good standing in accordance with the regulations set forth by the Town of North Attleboro; A Board of Health Permit, a Planning Commission issued Marijuana Special Use Permit, and a Town Issued Marijuana Special Permit.

Our location, 80 East Washington Street, is properly approved by the Town of North Attleborough. It is correctly zoned for this use.

PR MA LLC will maintain close contact with the Town of North Attleboro and the Commonwealth of Massachusetts on all permits and compliance with any regulations associated with our operations. The point of contact will be Lori Stalker, CEO of PR MA LLC.

Please feel free to contact me with any questions regarding our plan to remain in compliance with local zoning, by email at [lori@purerootsmi.com](mailto:lori@purerootsmi.com) or by phone at 774-254-0441.

Sincerely,

A handwritten signature in black ink that reads "Lori Stalker". The signature is written in a cursive, flowing style.

Lori Stalker  
CEO  
PR MA LLC

Received

APR 16 2019

Attleborough Planning  
DepartmentSUN CHRONICLE  
34 SOUTH MAIN STREET  
ATTLEBORO MA 02703  
USA  
(508)236-0365APR 16 2019  
NA 1504  
ACT

## ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 04/12/19 14:37 by mdulu-sc

Acct #: 88313

Ad #: 390621

Status: New

JARED MAYNARD  
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2804 ORCHARD LAKE ROAD  
KEEGO HARBOR MI 48320Start: 05/01/2019 Stop: 05/01/2019  
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ALEG 2.00 X 9.00 Words: 71  
Total ALEG 18.00  
Class: A100 LEGAL  
Rate: ALEG Cost: 41.40  
# Affidavits: 1

Contact:

Phone: (586)854-8242

Fax#:

Email: jaredgop@gmail.com

Agency:

Ad Descript: OUTREACH MEETING LEGAL NO  
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PUB ZONE EDT TP RUN DATES  
SC A 95 S 05/01

## PAYMENTS:

-- 04/12/2019 41.40 VS \*\*\*\*\*4735 053614[61674333144]

## AUTHORIZATION

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JARED MAYNARD

Name (print or type)

Name (signature)

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05/01/19



2019 APR 16 AM 8:36

## Positive Impact Plan

Massachusetts Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

Dear Cannabis Control Commission,

PR MA LLC is proud to submit for review its Positive Impact Plan. PR MA LLC is seeking a retail license for a site in North Attleborough which is adjacent to the disproportionately impacted community of Mansfield and regionally sits among Brockton and Taunton.

PR MA LLC Positive Impact Plan is based upon the goals of:

- Providing a beneficial impact to geographically identified communities of disproportional impact in the region thru grants, volunteerism, and mentoring.
- Providing employment opportunities to individuals and/or their family members personally impacted by legacy cannabis laws **by hiring 25% of our staff drug conviction backgrounds.**
- Engaging social equity partners for products and services necessary to operate a retail marijuana establishment.

### **Program #1: Provide a beneficial impact to geographically identified communities of disproportional impact in the region.**

PR MA LLC is committed to partnering with and supporting regional organizations with a proven record of accomplishment of working with and serving the regions communities of disproportional impact. This support may be provided in the form of grants, employee volunteering, or mentoring among other avenues of support. It is important to PR MA LLC in meeting this goal that it remains open to new and creative ways to have a positive impact on these communities.

#### *Program Measurement & Accountability:*

PR MA LLC will seek to partner with community organizations, provide funding and provide employees for community service.

It is important to PR MA LLC in meeting this goal that it remains open to new and creative ways to have a positive impact on these communities. Our Employees will be required to perform 50 hours of community service in a calendar year. This service will be recorded quarterly. PR MA LLC will donate 3% of the gross number of sales in donations to the Town of North Attleborough. The donations and community service will be done on a quarterly basis. Records will be kept ensuring compliance with this program by PR MA LLC Management.

All grants offered will be decided on a yearly basis and paid out on a quarterly basis unless the need requires up-front payment. Organizations in the Commonwealth of Massachusetts and the Town of North Attleboro that have 501c3 organizations or are a local service club or local organization that perform community services are qualified to enter. The application for entry will be on our website. Additionally, PR MA LLC management will mail a copy of the application to each community organization in the Town of North Attleboro. All applications will be kept for one year and the amount of the grant award will be subject to the amount requested by the organization filing but shall not be less than \$1000. Currently PR MA LLC has no commitments to any institution for aid, either monetary or volunteering wise. As these donations are provided a record will be kept for your review at the annual renewal of our permit.



**Program #2: Provide employment opportunities to individuals and/or their family members personally impacted by legacy cannabis laws.**

PR MA LLC is acutely aware of the negative impact that legacy cannabis laws have had on many in the region and state. That negative impact in many cases has affected family members as well. As part of its hiring and outreach plan, PR MA LLC plans to place a specific focus on outreach to individuals who may have had previous drug arrests or convictions which would not disqualify them from an employment opportunity with PR MA LLC. In addition to its own efforts, PR MA LLC is excited to work with the Commission's Office of Community Outreach to help meet this goal and improve upon best practices in the area. In addition, PR MA LLC will follow the guidelines established by the Cannabis Control Commission under the "Guidance on Plans to Positively Impact Disproportionately Harmed People."

*Program Measurement & Accountability:*

Prior to commencing operations PR MA LLC will seek to hold at least three job fairs in locations of convenience for individuals negatively impacted by legacy drug laws. (PR MA LLC will actively hold jobs fairs in towns and cities that are negatively impacted by legacy drug laws.) In promoting these job fairs, PR MA LLC will be clear that prior drug offenses may not disqualify individuals from employment with PR MA LLC. Employment decisions for individuals with prior drug offenses will be made in accordance with 935 CMR 500.802(3). These job fairs will advertise in the SunChronicle in North Attleborough running for two Sundays prior to the job fair. PR MA LLC will also use digital marketing through our Facebook and Instagram ads targeting the local area for one week prior to the event to help attract applicants. Thirdly, PR MA LLC will inform all customers thru our online newsletter of the Job fair as well. 4<sup>th</sup>, PR MA LLC will post at the town hall available jobs in the company. Once open, PR MA LLC will continue its work with regional organizations to ensure that negatively impacted individuals have the opportunity to hear about new job opening as they become available. TO measure our activity, we will count the number of employees that are hired and of those employees the number of employees that fall under this subcategory to ensure that **25% of our total employees** with past drug convictions who meet this criterion.

**Program #3: Engage social equity partners for products and services necessary to operate a retail marijuana establishment.**

PR MA LLC recognizes that many people in the region who have been negatively impacted by legacy drug laws may not be interested in direct employment with PR MA LLC, and/or may have skills currently being utilized in a different field. Like many other businesses, PR MA LLC will need a number of products and services from local vendors. PR MA LLC is committed to sourcing these products and services locally with a focus on equity partners for ancillary services.

Please see the potential strategic sourcing that will take place in the first phase:

- Wood
- Plumbing
- Security
- Information Technology
- Retail Display
- Painting
- Movers
- HVAC

The second stage of local sourcing from businesses located in commission-approved geographical areas of disproportionate impact and from disproportionately harmed people.

Please see the potential strategic sourcing that will take place in the second phase:

- Business Cards
- Custodial Services
- Courier Services
- Paper/Copying and Printing Services

- Snowplow and Towing Services
- Graphic Design
- Catering

*Program Measurement & Accountability:*

PR MA LLC will seek to source 30% of ancillary products and services from business located in Commission-approved geographical areas of disproportionate impact and from disproportionately harmed people. We will measure this by keeping records of each business or persons address to prove they are located in areas that are located in commission approved areas. Additionally, PR MA LLC will administer this program within the guidelines found in the commissions Plans to Positively Impact Disproportionately Harmed People.

**Reporting**

PR MA LLC CEO Lori Stalker will upon renewal of provisional licensure, present yearly reports to the Town of North Attleboro and to the Commonwealth of Massachusetts Cannabis Control Commission on the metrics associated with this plan. PR MA LLC will report on all activities including donations, volunteering, hiring, contract opportunities and other metrics as applicable. Should the numbers not meet our plan, PR MA LLC will include what steps they are taking to remedy the situation.

All Activities undertaken with this plan will be done in accordance with all federal, Commonwealth and local regulations including those found in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Further this plan and actions taken from this plan will not violate any Commission regulations with respect to limitations on ownership or control.



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

mass.gov/dor

Letter ID: L0104460608  
Notice Date: November 25, 2020  
Case ID: 0-000-918-151



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PR MA LLC  
PR MA LLC  
27777 FRANKLIN RD STE 2500  
SOUTHFIELD MI 48034-8222

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

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

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

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

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

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

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

Visit [mass.gov/dor](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



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

William Francis Galvin  
Secretary of the  
Commonwealth

November 17, 2020

TO WHOM IT MAY CONCERN:

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

**PR MA LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 30, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **RENI GEORGE**

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

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



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



# Corporations Division

## Business Entity Summary

**ID Number: 001366394**[Request certificate](#)[New search](#)**Summary for: PR MA LLC****The exact name of the Domestic Limited Liability Company (LLC):** PR MA LLC**Entity type:** Domestic Limited Liability Company (LLC)**Identification Number:** 001366394**Date of Organization in Massachusetts:**  
01-30-2019**Last date certain:****The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 155 FEDERAL STREET SUITE 700

City or town, State, Zip code, BOSTON, MA 02110 USA

Country:

**The name and address of the Resident Agent:**

Name: NATIONAL REGISTERED AGENTS, INC.

Address: 155 FEDERAL STREET SUITE 700

City or town, State, Zip code, BOSTON, MA 02110 USA

Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	RENI GEORGE	C/O 27777 FRANKLIN ROAD SOUTHFIELD, MI 48150 US

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address

**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	Address
REAL PROPERTY	RENI GEORGE	C/O 27777 FRANKLIN ROAD SOUTHFIELD, MI 48150 US

**Consent****Confidential  
Data****Merger  
Allowed****Manufacturing****View filings for this business entity:**

ALL FILINGS

Annual Report

Annual Report - Professional

Articles of Entity Conversion

Certificate of Amendment

Certificate of Good Standing

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



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

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### ***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

---

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**PR MA LLC**

---

THE UNITS DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE OR OTHER FEDERAL SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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### **Schedule A**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
PR MA LLC**

THE UNDERSIGNED are executing this Limited Liability Company Agreement (as amended from time to time hereafter pursuant to its terms, this “Agreement”) as of January 1, 2020, pursuant to the provisions of the Massachusetts Limited Liability Company Act (the “Act”), and do hereby agree as follows:

**ARTICLE I**

**GENERAL PROVISIONS; DEFINITIONS**

Section 1.1 Formation of the Company; Term. PR MA LLC (the “Company”) was formed as of January 30, 2019, by the execution and filing of a certificate of organization of the Company with the Massachusetts Secretary of the Commonwealth setting forth the information required by the Act (the “Certificate”). The term of the Company commenced upon the filing of the Certificate and shall continue in perpetuity until the dissolution and termination of the Company in accordance with the provisions of Article VIII hereof.

Section 1.2 Limited Liability Company Agreement. The Members have entered into this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Act. The Members hereby agree that during the term of the Company set forth in Section 1.1, the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Act provides that such rights and obligations specified in the Act shall apply “unless otherwise provided in a limited liability company agreement” or words of similar effect and such rights and obligations are set forth in this Agreement, the Act shall apply.

Section 1.3 Name. The name of the Company shall be “PR MA LLC” or such other name or names as may from time to time be designated by the Managers. The Company’s business may be conducted under its name and/or any other name or names as the Managers may deem advisable.

Section 1.4 Purpose and Powers. The nature of the business or purposes to be conducted by the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act and in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing. The Company shall have any and all powers necessary or desirable to carry out the purposes and business of the Company, to the extent that the same may be lawfully exercised by limited liability companies under the Act.

Section 1.5 Principal Office; Registered Office and Agent. The principal office of the Company shall be located at such place (whether inside or outside the State of Massachusetts) as the Managers may from time to time designate. The Company may have such other offices (whether inside or outside the State of Massachusetts) as the Managers may from time to time designate. The registered office of the Company in the State of Massachusetts is

located at 155 Federal Street, Suite 700, Boston, MA 02110. The registered agent of the Company for service of process at such address is National Registered Agents, Inc. The Managers may, in their discretion, change the registered office and/or registered agent from time to time by (i) filing the address of the new registered office and/or the name of the new registered agent with the Massachusetts Secretary of the Commonwealth pursuant to the Act and (ii) giving notice of such change to each of the Members.

Section 1.6 Tax Characterization. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and the Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Section 1.7 Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the following meanings:

“Adjusted Capital Account Deficit” means with respect to any Capital Account as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Person’s Capital Account balance shall be

(i) reduced for any items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6), and

(ii) increased for any amount such Person is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to minimum gain).

“Affiliate” of any particular Person means (i) any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise, and (ii) if such Person (other than the Company) is a general partnership, any partner thereof.

“Book Value” means, with respect to any Company property, the value of the property for “book” or Capital Account purposes pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the generality of the preceding sentence: (a) the initial Book Value of any property contributed by a Member to the Company will be the fair market value of the property on the date of the contribution, as reasonably determined by the Managers; and (b) the Book Value of all Company properties shall be adjusted to equal their respective fair market values (as determined by the Managers), in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), immediately prior to: (i) the date of the acquisition of any additional interest in the Company by any additional or existing Member in exchange for more than a *de minimis* Capital Contribution, (ii) the date of the distribution of more than a *de minimis* amount of Company property to a Member and (iii) in connection with the grant of any Units or any other interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member, or by a new Member acting in a Member capacity or in anticipation of being a Member; provided that



adjustments pursuant to clauses (i) and (ii) above shall be made only if the Managers reasonably determine that the adjustments are necessary or appropriate to reflect the relative economic interests of the Members. The Book Value of any Company property that is distributed to any Member shall be adjusted immediately prior to the distribution to equal its fair market value. If any asset has a Book Value that differs from its adjusted tax basis, then the Book Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profits" and "Losses" rather than the amount of depreciation determined for United States federal income tax purposes.

"Capital Contributions" means the amount of any cash or cash equivalents and the fair market value of any property that a Member contributes to the Company with respect to the issuance of any Unit pursuant to Section 2.1.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Distribution" means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase or otherwise; provided that a Distribution shall not include any payments to employees or other service providers as compensation or any recapitalization or exchange of securities of the Company, or any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units.

"Event of Withdrawal" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Excess Cash" means, at any time, that portion of the cash and cash equivalent assets of the Company that the Managers determine, in their sole discretion, exceeds the amount of cash needed by the Company to (a) remain "solvent," (b) maintain adequate working capital and reserves, and (c) conduct its business and carry out its purposes. In making this determination, the Manager shall take into account the Company's then current and foreseeable sources of, and needs for, cash. For the purposes of this definition, the Company is "solvent" if it is capable of paying its debts as they become due in the usual course of business or the value of its assets are equal to or greater than the sum of its liabilities. This definition of the term "solvent" is intended to override, to the extent permitted under the Act, any inconsistent provisions of the Act.

"Fiscal Period" means any interim accounting period that is within a Taxable Year established by the Managers and is permitted or required by Code Section 706.

"Fiscal Year" means the Company's annual accounting period established pursuant to Section 9.3.

"Manager" or "Managers" means each representative initially named or duly elected as a Manager, as provided in Section 5.3.

“Member” means each of the Persons listed on the signature pages hereto as Members and each Person who is admitted to the Company as a Member pursuant to Section 2.1, or 7.2, in each case so long as such Person continues to hold any Units.

“Minimum Gain” means the partnership minimum gain determined pursuant to Treasury Regulation Section 1.704-2(d).

“Percentage Interest” means, with respect to any Member as of any date, the number of Units held by such Member on such date *divided by* the total number of Units outstanding on such date, expressed as a percentage.

“Permitted Transferee” means, with respect to (a) any Member who is an individual, (i) any trust that has been established for the primary benefit of such Member or such Member’s lineal descendants, spouse or siblings and of which such Member is the trustee, (ii) any family limited partnership, limited liability company or corporation which at the time is, and at all times thereafter shall be, controlled by such Member, provided that in each case such Member retains sole voting control over and decision-making authority under this Agreement with respect to the Units transferred to such entity and (iii) such Member’s lineal descendants, spouse or siblings, and (b) any Member that is an entity, any Affiliate or equity owner of such Member.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“Required Vote” means the affirmative vote of the holders of a majority of the Units outstanding as of the record date for such vote.

“Taxable Year” means the Company’s annual accounting period for federal income tax purposes determined pursuant to Section 9.4(a).

“Treasury Regulations” means the income tax regulations promulgated under the Code.

“Unit” means a Member’s interest in the Profits, Losses and Distributions of the Company representing a fractional part of the aggregate interests in the Profits, Losses, and Distributions of the Company of all Members; provided that any class or group of Units issued shall have the relative rights, powers, duties, and obligations specified with respect to such class or group of Units in this Agreement, and the interest of such class or group of Units in the Profits, Losses, and Distributions of the Company shall be determined in accordance with such relative rights, powers, duties, and obligations.

Section 1.8 Other Definitions. The following terms shall have the meanings defined for such terms in the sections set forth below:

<u>Term</u>	<u>Section</u>
Act	Preamble
Agreement	Preamble
Capital Account	2.2(a)
Certificate	1.1
Company	1.1
Equity Owners	9.6(d)
Former Members	9.6(c)
Indemnified Person	5.4(b)
Losses	2.2(b)
PR	9.6(a)
Profits	2.2(b)
Regulatory Allocations	3.3(f)
Transfer	7.1(a)
Transferee	7.2(a)(i)
Underpayment Share	9.6(b)

## ARTICLE II

### CAPITAL CONTRIBUTIONS AND ACCOUNTS

#### Section 2.1 Capital Contributions and Issuance of Units.

(a) In connection with the execution of this Agreement, each Member has made or will make a Capital Contribution to the Company in the amount set forth opposite such Member's name on Schedule A, and, as consideration therefor, the Company hereby issues to such Member the number of Units set forth opposite such Member's name on Schedule A.

(b) In the event that the Company shall require additional funds for its operations, the Managers may request such additional funds from the Members as they may determine to be necessary. However, no Member shall be obligated to make any additional Capital Contributions. Any expenditure that a Member makes on behalf of the Company, and that is approved by the Managers, shall be treated as a Capital Contribution by such Member.

(c) Schedule A attached hereto shall set forth each Member's name, address, Capital Contribution, number of Units held and Percentage Interest.

#### Section 2.2 Capital Accounts.

(a) The Company shall establish and maintain a separate capital account for each Member according to the rules of Treasury Regulation Section 1.704-1(b)(2)(iv) (a "Capital Account").

(b) "Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with

Section 703(a) of the Code (including all items required to be stated separately) with the following adjustments:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B) or Code Section 705(a)(2)(B) and Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes.

(ii) If the Book Value of any Company property is adjusted pursuant to clause (b) of the definition of “Book Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property’s Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

(v) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

(vi) Items of income, gain, loss and deduction of the Company shall be computed as if the Company had sold any property distributed to a Member on the date of such Distribution at a price equal to its fair market value at that date.

(vii) Any items that are specially allocated pursuant to Section 3.3, or which are allocated solely for tax purposes pursuant to Section 3.4, shall be disregarded and not taken into account in the computation of Profits and Losses.

**Section 2.3 Negative Capital Accounts.** No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member’s Capital Account (including upon and after dissolution of the Company).

**Section 2.4 No Interest.** Except as otherwise expressly provided in this Agreement, no Member shall be entitled to receive interest from the Company in respect of any positive balance in its Capital Account, and no Member shall be liable to pay interest to the Company in respect of any negative balance in its Capital Account.



Section 2.5 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from the Company, except as expressly provided in this Agreement.

### **ARTICLE III**

#### **DISTRIBUTIONS AND ALLOCATIONS**

##### **Section 3.1 Distributions.**

(a) Subject to Section 3.1(b) below, the Company shall make Distributions of Excess Cash, at such times and in such amounts determined by the Managers in their sole discretion, pro rata in proportion to the Members' respective Percentage Interests.

(b) The Members shall look solely to the assets of the Company for any and all Distributions. If the assets of the Company remaining after the payment or discharge, or the provision for payment or discharge, of the debts, obligations, and other liabilities of the Company are insufficient to make any Distributions, no Member shall have any recourse against the separate assets of any other Member (except as otherwise expressly provided in this Agreement).

Section 3.2 Allocations. Except as otherwise provided in Section 3.3, Profits and Losses for any Fiscal Year shall be allocated among the Members in such a manner that, as of the end of such Fiscal Year, the sum of (a) the Capital Account of each Member, (b) such Member's share of Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(g)), and (c) such Member's partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)) shall be equal to the respective net amounts, positive or negative, that would be distributed to such Member or for which such Member would be liable to the Company under the Act, determined as if the Company were to (x) liquidate the assets of the Company for an amount equal to their aggregate Book Value (without making any adjustment thereto under clause (b) of the definition of "Book Value" for such liquidation) and (y) distribute the proceeds of such liquidation pursuant to Section 8.2.

##### **Section 3.3 Special Allocations.**

(a) Items of loss and deduction attributable to partner nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i). If there is a net decrease during a Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)), items of income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Members in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(i)(4). This Section 3.3(a) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted in a manner consistent therewith.

(b) Nonrecourse deductions (as determined according to Treasury Regulation Section 1.704-2(b)(1)) for any Taxable Year shall be allocated to each Member ratably among such Members based upon each Member's Percentage Interest. If there is a net decrease in the Minimum Gain during any Taxable Year, each Member shall be allocated items of income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(f). This Section 3.3(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) If any Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Sections 3.3(a) and 3.3(b) but before the application of any other provision of this Article III, then items of income and gain for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 3.3(c) is intended to be a qualified income offset provision as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) Losses shall not be allocated to a Member if such allocation of Losses would cause the Member to have an Adjusted Capital Account Deficit. Losses that cannot be allocated to a Member shall be allocated to the other Members; provided, however, that, if no Member may be allocated Losses due to the limitations of this Section 3.3(d), Losses shall be allocated to all Members in accordance with their respective Percentage Interests.

(e) If, and to the extent that, any Member is deemed to recognize any item of income, gain, loss, deduction or credit as a result of any transaction between such Member and the Company pursuant to Code Section 83, 482, 483, 1272-1274 or 7872 or any similar provision now or hereafter in effect, and the Managers determine that any corresponding Profit or Loss of the Company should be allocated to the Members who recognized such item in order to reflect the Members' economic interests in the Company, then the Company may so allocate such Profit or Loss.

(f) The allocations set forth in Sections 3.3(a) through 3.3(d) (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to allocate Profit and Loss of the Company or make Distributions. Accordingly, notwithstanding the other provisions of this Article III, but subject to the Regulatory Allocations, income, gain, deduction, and loss shall be reallocated among the Members so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Members to be in the amounts (or as close thereto as possible) they would have been if Profit and Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Members anticipate that this will be accomplished by specially allocating other Profit and Loss (and such other items of income, gain, deduction and loss) among the Members so that the net amount of the Regulatory Allocations and such special allocations to each such Member is zero. In addition, if in any Taxable Year or Fiscal Period there is a decrease in partnership minimum

gain, or in partner nonrecourse debt minimum gain, and application of the minimum gain chargeback requirements set forth in Section 3.3(a) or Section 3.3(b) would cause a distortion in the economic arrangement among the Members, the Members may, if they do not expect that the Company will have sufficient other income to correct such distortion, request the Internal Revenue Service to waive either or both of such minimum gain chargeback requirements. If such request is granted, this Agreement shall be applied in such instance as if it did not contain such minimum gain chargeback requirement.

#### Section 3.4 Tax Allocations

(a) Except as provided in Sections 3.4(b), (c) and (d), the income, gains, losses, deductions and credits of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; except that, if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth in this Agreement in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value. In making allocations pursuant to this Section 3.4(b), the Managers shall apply, in their sole discretion, any method that may be permitted under Treasury Regulations Section 1.704-3.

(c) If the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Managers taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 3.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, Distributions or other Company items pursuant to any provision of this Agreement.

## ARTICLE IV

### CERTAIN TRANSACTIONS

Section 4.1 Transactions with Interested Persons. Unless otherwise provided herein or entered into in bad faith, no contract or transaction between the Company and one or more of the Managers or the Company's Members, or between the Company and any other corporation, partnership, association or other organization in which one or more of the Managers or the Company's Members have a financial interest or are directors, partners, members or officers, shall be voidable solely for such reason or solely because a Manager or such Member was present or participated in the authorization of such contract or transaction; provided, that the material facts as to the relationship or interest of a Manager or such Member and as to the contract or transaction were disclosed or known to the Managers, or, if a Manager is the interested person, any disinterested Members, and the contract or transaction reflects an arm's-length agreement with commercially reasonable terms and conditions, and the Member interested in such contract or transaction or a Manager, as the case may be, shall not be considered to be in breach of this Agreement or liable to the Company, any Member, or any other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

## ARTICLE V

### MANAGEMENT

Section 5.1 Management Authority. Except as otherwise expressly provided in this Agreement, (a) the Managers shall conduct, direct, and exercise full control over all activities of the Company, (b) all management powers over the business and affairs of the Company shall be exclusively vested in the Managers, (c) the Managers shall have the sole power to bind or take any action on behalf of the Company, or to exercise any rights and powers (including, without limitation, the rights and powers to take certain actions, give or withhold certain consents or approvals, or make certain determinations, opinions, judgments, or other decisions) granted to the Company under this Agreement or any other agreement, instrument, or other document to which the Company is a party, and (d) the Managers will have the sole power on behalf of and in the name of the Company to carry out any and all of the objects and purposes of the Company, and to perform all acts and enter into and perform all agreements and other necessary undertakings that, in its sole discretion, it deems necessary or advisable or incident thereto.

Section 5.2 Delegation of Authority. The Managers may, from time to time, (a) appoint one or more Persons to be officers of the Company and may assign such titles and functions, and delegate such authority and duties, to such officers as it shall deem necessary or desirable, (b) appoint, employ or otherwise contract with such other Persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion, and (c) delegate to any Person (including any Member or officer of the Company) such authority and powers to act on behalf of the Company as it shall deem advisable in its sole discretion. Any appointment, employment, or other delegation

pursuant to this Section 5.2 may be revoked at any time and for any or no reason by the Managers in their sole discretion.

### Section 5.3 Composition; Actions.

(a) Initially, the Company shall have two (2) Managers, who shall hold office until a successor is appointed or until his, her or its earlier death or resignation. Initially, the Managers shall be Aziz Naser and Lori Stalker. In the event of the death or resignation of Aziz Naser or Lori Stalker, the remaining Manager shall serve as the sole Manager of the Company. In the event of the death or resignation of Aziz Naser and Lori Stalker, a Manager shall be appointed by a Required Vote.

(b) The vote of all then serving Managers shall be required to take any Company action; provided, however, that if the Managers cannot agree on a Company Action, a Required Vote shall break the tie and the decision of a Required Vote shall bind the Company.

(c) The Managers shall hold regular meetings at least annually. Any Manager may call a special meeting of the Managers. Notice of any meeting of the Managers shall be given at least 24 hours prior to any meeting of the Managers. Notice may be waived before or after a meeting or by attendance at such meeting without protest as to the adequacy of notice. Notice shall be given in the manner described in Section 10.12 and shall be deemed received as provided in Section 10.12. Managers may participate in a meeting of the Managers by means of a telephone or other teleconferencing or videoconferencing equipment, and such participation shall constitute presence in person at such meeting. Any action required or permitted to be taken by the Managers at a meeting may be taken without a meeting with the written consent of those Managers who would be authorized to take such action at a meeting of the Managers. The Managers may adopt such other procedures governing meetings and the conduct of business as it shall deem appropriate.

### Section 5.4 Indemnification of Members, Manager, Officers, and Others

(a) A Manager shall discharge his, her or its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes is in the best interests of the Company and its Members. In discharging his, her or its duties, a Manager may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more Members or employees of the Company whom a Manager reasonably believes is reliable and competent with respect to the matter prepared or presented, or (ii) legal counsel, public accountants, engineers or other persons as to matters a Manager reasonably believes are within such person's professional or expert competency; provided that a Manager does not have knowledge concerning the matter in question that makes such reliance unwarranted.

(b) The Company hereby agrees to indemnify and hold harmless any Person (each an "Indemnified Person") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or



replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Member or is or was serving as a Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a manager, officer, director, principal, member, employee or agent of another partnership, corporation, joint venture, limited liability company, trust or other enterprise; provided that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its Affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorney fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(c) The right to indemnification and the advancement of expenses conferred in this Section 5.4 shall not be exclusive of any other right that any Person may have or hereafter acquire under any statute, agreement, action of the Managers or otherwise.

(d) The Company may maintain insurance, at its expense, to protect any Indemnified Person against any expense, liability or loss described in paragraph (a) above whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 5.4.

(e) Notwithstanding anything contained in this Agreement to the contrary (including in this Section 5.4), any indemnity by the Company relating to the matters covered in this Section 5.4 shall be provided out of and to the extent of Company assets only and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company.

(f) If this Section 5.4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 5.4 to the fullest extent permitted by any applicable portion of this Section 5.4 that shall not have been invalidated and to the fullest extent permitted by applicable law.

**Section 5.5    Compensation and Reimbursement** A Manager shall not receive compensation from the Company for his, her or its services as a Manager. However, each Manager shall be entitled to be reimbursed for his, her or its reasonable out-of-pocket costs and expenses incurred in the course of their service under this Agreement.

**Section 5.6    Devotion of Time to the Company.** A Manager shall not be required to manage the Company as his, her or its sole and exclusive function, and a Manager may have other business interests and may engage in other activities in addition to those relating

to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of a Manager or to the income or proceeds derived from such interests or activities. A Manager shall not incur liability to the Company or to any of the Members as a result of engaging in any other interests or activities.

## ARTICLE VI

### MEMBERS

Section 6.1 Limitation of Liability. Except as otherwise provided by applicable laws, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager of the Company; provided that a Member shall be required to return to the Company any Distribution made to it in error. The immediately preceding sentence shall constitute a compromise to which all Members have consented within the meaning of the Act. Notwithstanding anything contained in this Agreement to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

Section 6.2 Lack of Authority of Individual Members Unless delegated such power in accordance with Section 5.2, no Member shall in its capacity as such have the authority or power to act for or on behalf of the Company in any manner, to do any act that would be (or could be construed as) binding on the Company, or to make any expenditures on behalf of the Company, and the Members hereby consent to the exercise by the Managers of the powers and rights conferred upon them by law and this Agreement.

Section 6.3 No Right of Partition. No current or former Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

Section 6.4 Indemnification and Reimbursement for Payments on Behalf of a Member. If the Company is obligated to pay any amount to a governmental body (or otherwise makes a payment) because of a Member's status or that is otherwise specifically attributable to a Member (including, without limitation, federal withholding taxes with respect to foreign members, state personal property taxes, state unincorporated business taxes, etc.), then such Member shall indemnify the Company in full for the entire amount paid (including, without limitation, any interest, penalties and expenses associated with such payments). The Managers may offset Distributions to which a Member is otherwise entitled under this Agreement against such Person's obligation to indemnify the Company under this section.

Section 6.5 Voting Rights. On all matters which are required pursuant to this Agreement or the Act or other applicable law to be voted on by the Company's Members, the holders of Units shall be entitled to vote on all such matters voting together as a single class,

with each Unit entitled to one vote per Unit, and a Required Vote shall be necessary for all such matters, unless otherwise expressly set forth in this Agreement.

## **ARTICLE VII TRANSFERS OF UNITS**

### **Section 7.1    Transfers by Members.**

(a)     Subject to Section 7.1(d), no Member may directly or indirectly (including by means of a change of ownership or change of control of such Member or any Person directly or indirectly controlling such Member) sell, assign, transfer, exchange, mortgage, pledge, grant a security interest in, or otherwise dispose of or encumber (including by operation of law) all or any of such Member's Units (each such event, a "Transfer") without the express, written consent of the Managers, except as provided in Section 7.1(b), and no such Transfer shall relieve the Transferor of its obligations under this Agreement unless such Transferee is admitted as a substitute Member pursuant to Section 7.2.

(b)     The restrictions set forth in Section 7.1(a) shall not apply with respect to any Transfer of Units by any Member to a Permitted Transferee of such Member; provided that the restrictions contained in this Article VII shall continue to be applicable to the transferred Units after any such Transfer; provided further that the Transferees of such Units shall have executed and delivered to the Managers an agreement in form and substance satisfactory to the Managers to be bound by the terms in this Agreement on the same manner and to the same extent as the transferor thereof, and assuming the obligations of the transferor under this Agreement with respect to the Units so transferred. Notwithstanding the foregoing, no party hereto shall avoid the provisions of this Agreement by making one or more Transfers to one or more Permitted Transferees and then disposing of all or any portion of such party's interest in any such Permitted Transferee.

(c)     The restrictions set forth in this Section 7.1 shall continue with respect to each Unit covered thereby.

(d)     Notwithstanding anything to the contrary in this Agreement, no Transfer of Units shall be permitted, nor shall any Transferee become a beneficial owner of Units pursuant to a Transfer, if such Transfer would cause (i) the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code or (ii) the Company to have more than 100 members (as determined for purposes of Section 7704 of the Code, including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3)).

### **Section 7.2    Assignments Generally; Substituted Member**

(a)     *Validity.* To the extent a Transfer is permitted under this Article VII such Transfer shall be valid only if:

(i)     The Transferring Member and the recipient (the "Transferee") each execute and deliver to the Company such documents and instruments of conveyance as may be reasonably requested by the Managers to effect such

Transfer and to confirm the agreement of the Transferee to be bound by the provisions of this Agreement.

(ii) The Transferring Member and Transferee provide to the Managers any information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns (including the Transferee's taxpayer identification number). Without limiting the generality of the foregoing, the Company shall not be required to make any Distribution otherwise provided for in this Agreement with respect to any Units transferred until the Managers have received such information.

(iii) The Transferring Member furnishes to the Company an opinion of counsel, which counsel and opinion shall be reasonably satisfactory to the Managers (and which opinion may be waived, in whole or in part, at the Managers' discretion), dated as of a date immediately prior to the proposed Transfer that:

- a. the Transfer will not cause the Company to be deemed to be an "investment company" under the Investment Company Act of 1940, as amended,
- b. either the interest Transferred has been registered under the Securities Act and any applicable state securities laws or the Transfer is exempt from all applicable registration requirements and will not violate any Federal securities laws, state or provincial "blue sky" laws or other laws applicable to the Company or the interest and securities being transferred, and
- c. the Transfer would not cause the Company to have more than 100 partners (within the meaning of Treasury Regulation Section 1.7704-1(h), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3).

(iv) In all cases, the Company shall be reimbursed by the Transferring Member and/or Transferee for all costs and expenses that the Company reasonably incurs in connection with the Transfer.

(b) *Rights and Obligations of Transferees and Transferring Members.*

(i) A Transfer by a Member or other Person shall not itself dissolve the Company or entitle the Transferee to become a Member or exercise any rights of a Member.

(ii) A Transfer by a Member shall eliminate the Member's power and right to vote (in proportion to the extent of the interest transferred) on any matter submitted to the Members, and, for voting purposes, such interest shall not be counted as outstanding in proportion to the extent of the interest transferred. A

Transfer by a Member shall not cause such Transferring Member to be released from any liability to the Company solely as a result of the Transfer.

(iii) Profits, Losses, and other Company items shall be allocated between the Transferring Member and the Transferee according to Code Section 706.

(iv) A Transferee that is not admitted as a Member pursuant to Section 7.2(c) shall be entitled only to Distributions and allocations of Profits and Losses with respect to the Units held by such Transferee and shall have no other rights with respect to the Units transferred. The Transferee shall nevertheless be subject to all of the obligations applicable to a holder of Units under this Article VII. If the Transferee becomes a Member, the voting and other rights associated with the interest held by the Transferee shall be restored and be held by the Member along with all other rights with respect to the interest transferred.

(c) *Admission of Transferee as Member.* Subject to the other provisions of this Article VII, a Transferee may be admitted to the Company as a Member only upon satisfaction of all of the following conditions, upon which satisfaction the Transferee shall have, to the extent assigned, the rights and powers, and be subject to the restrictions and liabilities, of a Member under the Act and this Agreement, and shall be liable for any obligations of the Transferring Member:

(i) The Transferee becomes a party to this Agreement as a Member by executing a counterpart signature page to this Agreement and executing such documents and instruments as the Managers may reasonably request as necessary or appropriate to confirm such Transferee as a Member in the Company and such Transferee's agreement to be bound by the terms and conditions of this Agreement;

(ii) The Transferee pays or reimburses the Company for all reasonable legal, filing and publication costs that the Company incurs in connection with the admission of the Transferee as a Member; and

(iii) If the Transferee is not a natural person of legal majority, the Transferee provides the Company with evidence reasonably satisfactory to the Managers of the authority of the Transferee to become a Member and to be bound by the terms and conditions of this Agreement.

Section 7.3 Void Assignment. Any Transfer by any Member in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party. In the event of any Transfer in contravention of this Agreement, the purported transferee shall have no right to any profits, losses or Distributions of the Company or any other rights of a Member.



## ARTICLE VIII

### DISSOLUTION AND LIQUIDATION AND VALUATION

Section 8.1 Dissolution. The Company shall be dissolved, and its affairs shall be wound up and terminated, upon:

- (a) the unanimous approval of the Members; or
- (b) the entry of a decree of judicial dissolution of the Company under the Act.

Except as set forth above or as otherwise required by law, the Company is intended to have perpetual existence. The Company shall not be dissolved by the admission of additional or substitute Members or by an Event of Withdrawal, and upon and after any such admission or event the Company shall continue in existence subject to the terms and conditions of this Agreement.

#### Section 8.2 Liquidation of Company Interests.

(a) Upon dissolution, the Company shall be liquidated in an orderly manner. The Managers shall act (or it may appoint one or more Members, officers, or other Persons to act) as the liquidators to wind up the affairs of the Company pursuant to this Agreement and terminate the Company. The costs of liquidation shall be borne by the Company. Prior to final distribution and termination, the liquidators shall continue to operate the Company and its assets with all of the power and authority of the Managers. The steps to be accomplished by the liquidators are as follows:

- (i) the liquidators shall pay, satisfy and discharge all debts, obligations, and other liabilities of the Company to its creditors (including, without limitation, all sales commissions or other expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, establishing cash reserves to be held in escrow for contingent or unforeseen liabilities of the Company, in such amounts and for such holding periods as the liquidators may reasonably determine); and

- (ii) after payment or provision for payment of all of the Company's liabilities has been made in accordance with subparagraph (i), (A) a final allocation of all items of income, gain, loss, and expense shall be made in accordance with Section 3.2 hereof, and (B) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.1(a).

(b) The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to such Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and the Company's property. This paragraph constitutes a compromise to which all Members have consented within the meaning of the Act.

(c) Upon completion of the distribution of the Company's assets as provided in this Agreement, the Company shall be terminated (and the Company shall not be terminated prior to such time), and the Managers (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Massachusetts Secretary of the Commonwealth, cancel any other filings made pursuant to this Agreement that are or should be canceled and take all such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 8.2(c).

(d) A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to this Section 8.2 in order to minimize any losses otherwise attendant upon such winding up.

(e) The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to any Member (it being understood that any such return shall be made solely from Company assets).

## **ARTICLE IX**

### **BOOKS OF ACCOUNT**

Section 9.1 Records and Accounting. The Company shall maintain complete and accurate books of account of the Company's affairs at the Company's principal office, which books shall be open to inspection by any Member (or such Member's authorized representative) at any time during ordinary business hours.

Section 9.2 Bank Accounts. The Company may establish accounts for the deposit of Company funds, in such types and at such institutions, as shall be determined from time to time by the Managers.

Section 9.3 Fiscal Year. The Fiscal Year of the Company shall be the calendar year, or such other annual accounting period as may be established by the Managers.

#### Tax Elections.

(a) The Taxable Year of the Company shall be the same as the Company's Fiscal Year, unless the Managers shall determine otherwise in their sole discretion and in compliance with applicable laws.

(b) The Managers shall in their reasonable discretion determine whether to make or revoke any available election pursuant to the Code. Each Member will upon request supply any information necessary to give proper effect to any such election.

Section 9.5 Tax Reports. The Company shall deliver to each Member the Company's tax return and Form K-1 for each Taxable Year at such time as will enable the Members to file their respective tax returns on a timely basis (including extensions), and such other information as may be necessary for the preparation of each such Member's United States federal and state income tax returns.

## Section 9.6 Tax Controversies.

(a) The Managers hereby appoint Aziz Naser as the partnership representative as provided in Code Section 6223(a) (the “PR”). The PR can be removed at any time by the Managers. In the event of the resignation or removal of the PR, the Managers shall select a replacement. If the resignation or removal of the PR occurs prior to the effectiveness of the resignation or removal under applicable Treasury Regulations or other administrative guidance, the PR that has resigned or been removed shall not take any actions in its capacity as PR except as directed by the successor PR.

(b) The PR is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The PR shall promptly notify the Managers of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment, and shall keep the Managers reasonably informed of the status of any tax audit or resulting administrative or judicial proceeding. Without the consent of the Managers, the PR shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any taxing authority. No Member or Equity Owner (defined below) shall have the right to participate in the audit of any Company tax return or any administrative or judicial proceedings conducted by the PR arising out of or in connection with any such audit.

(c) The PR, with the consent of the Managers, shall have the right to make on behalf of the Company any and all tax elections under the Bipartisan Budget Act of 2015, including the following: (i) to opt out under Code Section 6221(b), if available; (ii) to pay the Company level imputed underpayment under Code Section 6225; or (iii) to push out any underpayment to Members and former Members (“Former Members”) under Code Section 6226. Each Member and Former Member shall take all such actions as requested by the PR, including without limitation, filing any amended tax returns, taking into account any adjustments and paying any taxes, interest and penalties arising from the PR’s election under Code Section 6226.

(d) If the Managers direct the PR to cause the Company to pay the imputed underpayment under Code Section 6225 (including any interest and penalties), the PR shall use commercially reasonable efforts to reduce any taxes payable by the Company by taking into account modifications available under Code Sections 6225(c)(2), (3), (4), and (5). The Managers may seek reimbursement from the Members and Former Members who were owners with respect to such audited tax year (collectively, the “Equity Owners”) for their equitable share of such imputed underpayment (including any interest and penalties) (the “Underpayment Share”) and each such Equity Owner agrees to pay such Underpayment Share to the Company. Any such payments made by an Equity Owner shall not be treated as a capital contribution. The Company shall have a right of setoff against distributions otherwise owing to an Equity Owner in the amount of his, her or its Underpayment Share. Any imputed underpayment paid by the Company on behalf of an Equity Owner and not reimbursed by that Equity Owner shall be treated as a distribution to such Equity Owner.

(e) The PR shall not have any liability to the Company or any Member for any acts or omissions in his, her or its capacity as the PR. The Company shall reimburse the PR for all costs and expenses reasonably incurred by him, her or it on behalf of the Company, other than as a result of the PR's fraud, willful misconduct or gross negligence. The Company shall indemnify, defend and hold harmless the PR from and against any and all claims, liabilities, costs and expenses (including reasonable attorney fees and court costs) incurred by him, her or it as a consequence as serving or acting as the PR, other than as a result of the PR's fraud, willful misconduct or gross negligence.

## ARTICLE X

### MISCELLANEOUS

Section 10.1 Further Action. The parties shall execute and deliver all documents, instruments, and certificates, provide all information, and take or refrain from taking all such further actions as may be necessary or appropriate to achieve the purposes of this Agreement and effect the provisions hereof, as determined in good faith by the Managers.

Section 10.2 Title to Company Assets. The Company's assets will be deemed to be owned by the Company as an entity, and no Member, individually or collectively, will have any ownership interest in any Company asset or any portion thereof.

Section 10.3 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than as a creditor.

Section 10.4 Amendments, Modifications, or Waivers. Any provision of this Agreement may be amended, modified or waived only upon a Required Vote; provided, however, that this Agreement may be amended by the Managers to correct any errors in this Agreement and to amend Schedule A hereto to reflect changes in ownership in accordance with this Agreement.

Section 10.5 Successors and Assigns. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Members and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, whether so expressed or not.

Section 10.6 Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated by this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this

Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 10.7 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

Section 10.8 Compliance with Laws. At all times during the term of this Agreement, the Company shall obtain and maintain all permits, licenses and approvals as may be required by applicable law in order to engage in its activities as described in this Agreement, and shall otherwise operate in such a manner so as to comply with all laws that may be applicable to the Company or its affairs.

Section 10.9 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 10.10 Counterparts. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

Section 10.11 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words “or,” “either” and “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.12 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (a) delivered personally to the recipient, (b) telecopied



to the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied before 5:00 p.m. Eastern time on a business day, and otherwise on the next business day, (c) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) sent by e-mail to the recipient. Such notices, demands and other communications shall be sent to the Members and to the Company at the addresses set forth on the attached Schedule A.

Section 10.13 Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and terminates, supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

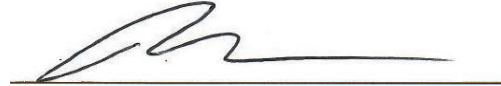
Section 10.14 Business Days. If any time period for giving notice or taking action under this Agreement expires on a day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the business day immediately following such Saturday, Sunday, or legal holiday.

Section 10.15 Delivery by Facsimile or other Electronic Means. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in "pdf" or comparable form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall reexecute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or "pdf" to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as a "pdf" as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

**MEMBERS:**



AZIZ NASER



LORI STALKER



MATTHEW GEORGE

## SCHEDULE A

### **TABLE OF MEMBERS** **(as of January 1, 2020)**

<b>Member/Address</b>	<b>Capital Contribution</b>	<b>Units Held</b>	<b>Percentage Interest</b>
Aziz Naser 1547 Washington Blvd Birmingham, MI 48009	\$ 4,000,000	900	90%
Lori Stalker 1 Lowe Meadow Lane North Attleborough, MA 02760	\$0	50	5%
Matthew George 2 Whitman Lane North Attleborough, MA 02760	\$0	50	5%
<b>Total</b>	<b>\$4,000,000</b>	<b>1,000</b>	<b>100%</b>





Massachusetts Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

Dear Cannabis Control Commission,

PR MA LLC is unable to register with the Department of Unemployment Assistance. Upon hiring of employees, we will promptly register with the Department of Unemployment Assistance.

Sincerely,

A handwritten signature in black ink that reads 'Lori Stalker'. The signature is written in a cursive, flowing style.

Lori Stalker  
CEO  
PR MA LLC






### **Plan for Obtaining Liability Insurance**

Massachusetts Cannabis Control Commission  
101 Federal Street 13<sup>th</sup> Floor  
Boston, MA 02110

Dear Cannabis Control Commission,

Upon granting of an operating license in the Commonwealth of Massachusetts, PR MA LLC will obtain the Insurance as required in 935.CMR.500.000. The insurance will be purchased through the Conifer Insurance Company.

Please feel free to contact PR MA LLC with any questions by phone at: 774-254-0441, or by email at: [lori@purerootsmi.com](mailto:lori@purerootsmi.com).

  
Sincerely,  
Lori Stalker  
CEO  
PR MA LLC





**BUSINESS PLAN**  
**PR MA LLC**  
**80 East Washington, North Attleborough**

PRIVATE & CONFIDENTIAL

# Executive Summary

## Company Summary

PR MA LLC is a vertically integrated marihuana company in the Commonwealth of Massachusetts. On October 4th, 2019 PR MA LLC successfully received approval from the Town of North Attleborough to proceed with a marijuana license to the Commonwealth for full licensure. PR MA LLC plans to build, develop, and operate multiple retail centers in the Commonwealth of Massachusetts. Owners of the company have extensive medical and retail experience, from founding one the largest orthotic retail stores in the state of Michigan, to the 2<sup>nd</sup> largest T-Mobile Retailer with 260 locations in 18 states.

PR MA LLC will develop a retail center located at **80 East Washington Street in the town of North Attleborough**. The location is well positioned to serve the local area consumers from the Town and the surrounding area.

PR MA LLC has developed a **proprietary Point of Sale System** to electronically record every dollar of revenue to ensure local, state, and federal tax participation is accurate and eliminates employee shrinkage of inventory and cash.

PR MA LLC has received approval for a retail center in North Attleborough. With this site, our future plan calls for a cultivation site and two additional retail sites to be added in the future. As we add the approvals, we will notify the state and add the corresponding paperwork.

Our knowledgeable bud tenders will navigate and guide our customers through our vast variety of products featuring locally sourced medicines along with our core product line of the highest quality cannabis flowers, concentrates, edibles, CBD products and more. In addition, our bud tenders will be trained to notice and effectively refer patients needing further treatment to a qualified Physician or care center.

PR MA LLC is a business in the Commonwealth of Massachusetts. PR MA LLC 's ownership Mr. Aziz Naser and Mrs. Lori Stalker. Mrs. Lori Stalker, a North Attleborough resident, will serve as CEO of PR MA LLC.

## Products & Services

Aside from the dispensing of dried cannabis and cannabis concentrates which is our core product, PR MA will sell a wide range of additional cannabis infused products such as edibles and topicals. We will also engage in the sale of accessories and supplies related to concentrate delivery methods.

PR MA LLC Retail Center will ensure that all our customers are given first class treatment whenever they visit our store. Our CRM software and custom, self-developed Point of Sale System will enable us to manage a one-on-one relationship with our patients no matter how large our patient base grows. We will ensure that our patients are involved in their own personal holistic health decisions to make the right choices for their unique medicinal needs.

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

**Our Values:** We believe marijuana has the potential to allow people to live a lifestyle of minimal pain and suffering from many chronic conditions. We are passionate about helping people to lead healthy, happy lives.

**Vision:** Bring a higher standard of holistic cannabis medicinal solutions to patients in the Town of North Attleborough and surrounding areas.

Our products will focus on evaluating medicinal efficacy of marihuana to address serious conditions including cancer, chronic pain, PTSD, autism, and Parkinson's disease.

**Goals:**

PR MA LLC is committed to serving the residents and patients in the Town of North Attleborough for their cannabis needs. Our primary goal is to advocate and support a proactive approach to holistic health management by providing a world class, safe environment to dispense cannabis products, which exceeds all Commonwealth of Massachusetts and the Town of North Attleborough's Laws and Regulations.

**Short Term Goals**

- To establish a fully operating, and compliant retail center in North Attleborough, Massachusetts.
- This facility will be the standard for safe, clean, and secure marijuana operations in North Attleborough
- To create a long-term economic benefit that will provide sustainable employment, expand the economic base, and improve the visual appeal of the neighborhood where we propose to locate.
- PR MA LLC will be a valued corporate citizen, giving back in multiple ways to North Attleborough; including supporting local charities, assisting with government projects, and sponsoring educational material to educate the public on substance abuse.
- Provide a non-addictive, natural alternative to pain management instead of opioids or narcotics.
- Develop and implement a Social Equity Program in our hiring processes.
- Deploy a \$5.7 million + investment in Town of North Attleborough.

**Long Term Goals**

- To create a long-term economic benefit that will provide sustainable employment, expand the economic base, and improve the visual appeal of the neighborhood where we propose to locate.
- To create a manufacturing facility and two more dispensaries in the Commonwealth of Massachusetts.
- Provide sustainable economic development in North Attleborough by honoring our commitment to our employee's and provide opportunities for internal growth and promotions.
- Continue to monitor and provide a non-addictive, natural alternatives to pain management instead of the opioids or narcotics.
- Work with universities and community groups to provide job training and educational programs in the cannabis industry
- Continue monitoring the PR MA LLC's Social Equity Program for compliance and success.

**Management:** Our owners have 20+ years of experience in founding and growing medical and retail businesses and will develop strong vendor relationships and many strategic partnerships extending nationally and covering all areas of the Cannabis Industry. Gary O'Mell, licensed caregiver, in the State of Michigan with 10 years of experience, has joined the PR MA LLC team as our cannabis expert.

## Market Opportunities

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

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

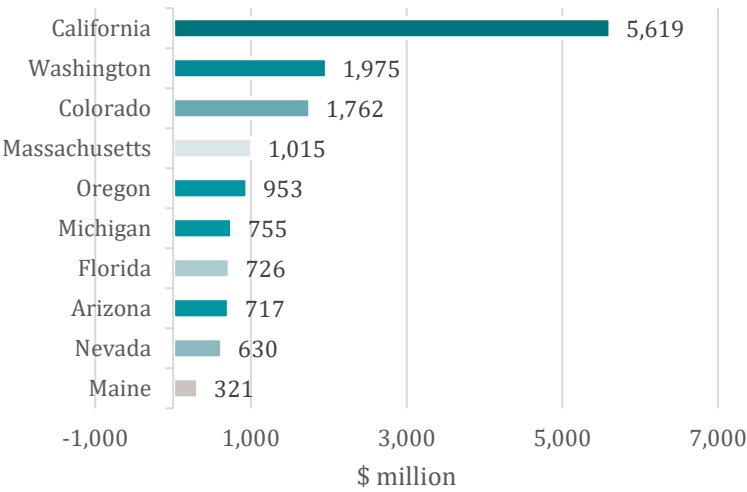


Figure 1. Medical and recreational cannabis sales in top states, 2020

The Commonwealth of Massachusetts passed three voter initiatives in regard to marijuana. The first ballot initiative was called the Massachusetts Medical Marijuana Initiative, passed on November 4<sup>th</sup>, 2008, which decriminalized the possession of small amounts of marijuana. The second initiative was the Massachusetts Medical Marijuana Initiative, passes on November 6<sup>th</sup>, 2012 with 63%. This law eliminated the criminal and civil penalties for possessing and using up to a 60-day supply of patients who had a valid state id card. The third initiative was question 4 on the November 8, 2016 election ballot, which made recreational use in the Commonwealth of Massachusetts legal.

There are 33 States that now allow cannabis for medical use, 16 States allow Cannabidiol (CBD), 11 States and the District of Columbia now allow for recreational cannabis use.

The Commonwealth of Massachusetts passed three voter initiatives in regard to marijuana. The first ballot initiative was called the Massachusetts Medical Marijuana Initiative, passed on November 4<sup>th</sup>, 2008, which decriminalized the possession of small amounts of marijuana. The second initiative was the Massachusetts Medical Marijuana Initiative, passes on November 6<sup>th</sup>, 2012 with 63%. This law eliminated the criminal and civil penalties for possessing and using up to a 60-day supply of patients who had a valid state id card. The third initiative was question 4 on the November 8, 2016 election ballot, which made recreational use in the Commonwealth of Massachusetts legal.

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

## Start-up Summary

Table 1. Start-up expenses, \$

\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
Land Acquisition	2,000,000	0	0	0
Land & Development Cost	1,120,000			
Security system including multiple camera feeds and metal/weapons detectors	25,600	0	0	0
Office Furniture, Computers, Printers, Scanners	14,850	0	0	0
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Point of Sale System, Vaults, Inventory	880,810	0	0	0
Signage, Compliance Signage	10,840			
OPEX				
Direct Costs	243,996	404,386	450,455	496,524
Initial & General Costs	50,400	3,900	3,900	3,900
Operating Expenses, including salaries	1,977,360	2,175,096	2,392,606	2,631,866
Marketing & Sales Expenses	24,230	26,314	26,314	26,314
Misc.	<u>2,707</u>	<u>4,079</u>	<u>4,102</u>	<u>4,124</u>
Total	<b>5,789,953</b>	<b>2,613,775</b>	<b>2,877,377</b>	<b>3,162,728</b>

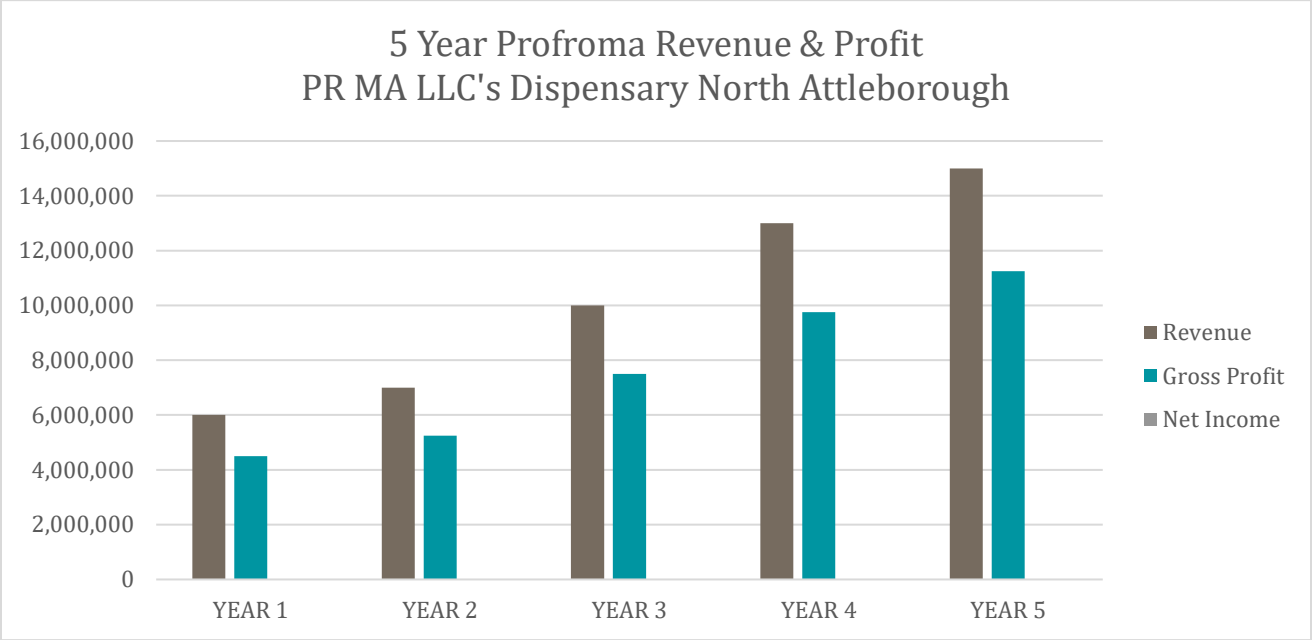


# Financial Summary

PR MA LLC will fund its startup costs through personal savings and private investments.

From a total investment of \$5,789,953, PR MA is expected to generate \$6.0 million in gross revenues with net income of \$1.5 million in Year 2, its first full year of operations. Revenues are expected to grow to nearly \$10.0 million in Year 3 and \$12.5 to 15 Million in Years 4 and 5.

After the first year of operations, it is expected that PR MA LLC will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.



## Direct and Indirect Social Impacts

Our Company will create more than 25 new jobs in Town of North Attleborough with over \$1.7 million salaries and benefits when we are fully operational. PR MA LLC will use three (3%) percent of gross store profits towards charitable giving including, schools, community projects such a playground equipment, specialized equipment for the Police and Fire Departments and working with different community groups to sponsor programs that help reduce teen drug use and adult and teen substance abuse. This is above and beyond the legal requirements set forth by the Commonwealth of Massachusetts. PR MA LLC has a commitment to hiring and sourcing staff from the Town of North Attleborough to meet our needs as well as local contractors both during the construction phase and for alarm and property maintenance after construction.

Table 2. community programs \$

	Year 1	Year 2	Year 3	Year 4	Year 5
Community Programs	\$180,000	\$150,000	\$300,000	\$390,000	\$450,000

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## Market Overview

# Market Overview

## Global Market

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

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

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

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

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

### Key Trends:

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

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

## North American Cannabis Market

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

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

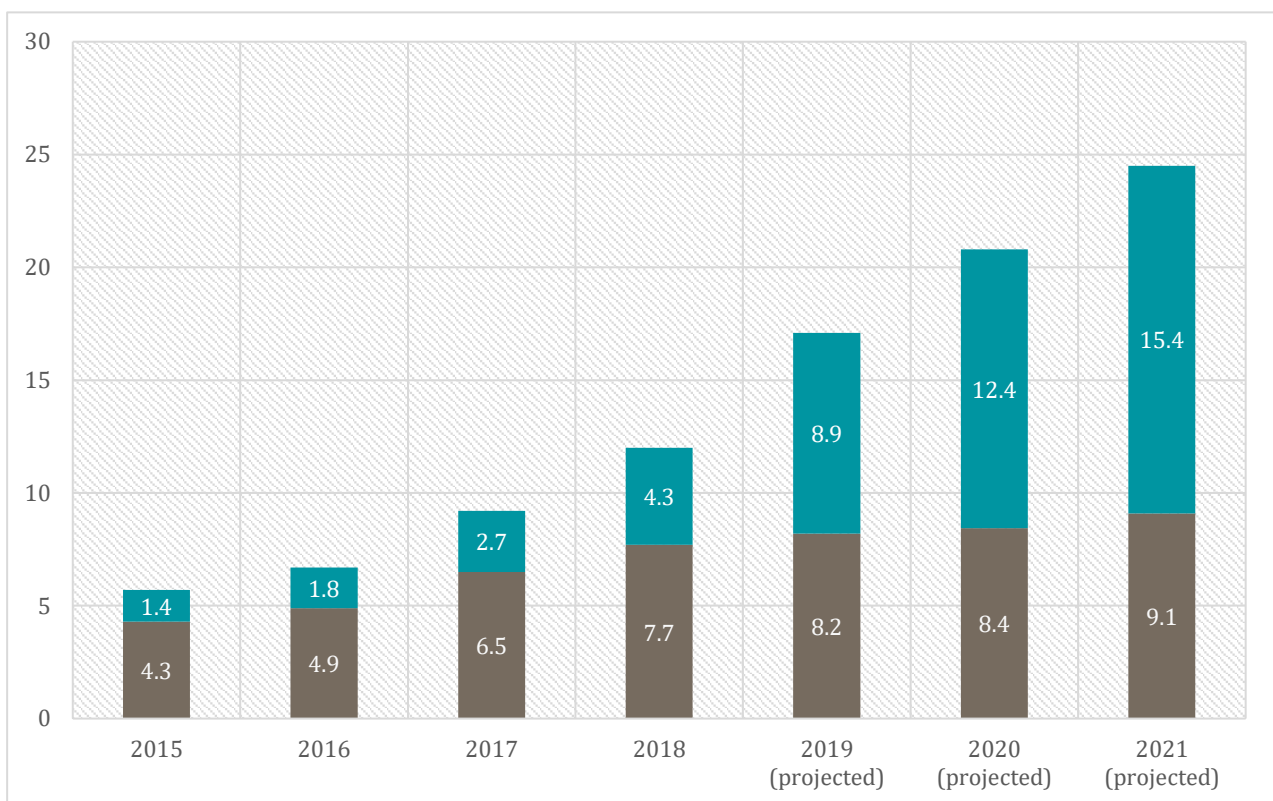


Figure 2. Medical and recreational cannabis sales forecast, billion \$

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<sup>3</sup> <https://bdsanalytics.com/>

## The U.S. Cannabis Market

In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%)<sup>4</sup>. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but ten states – Alaska, California, Colorado, Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, As a result, at November 2018, there are 32 States that allow cannabis for medical use, 16 States allow

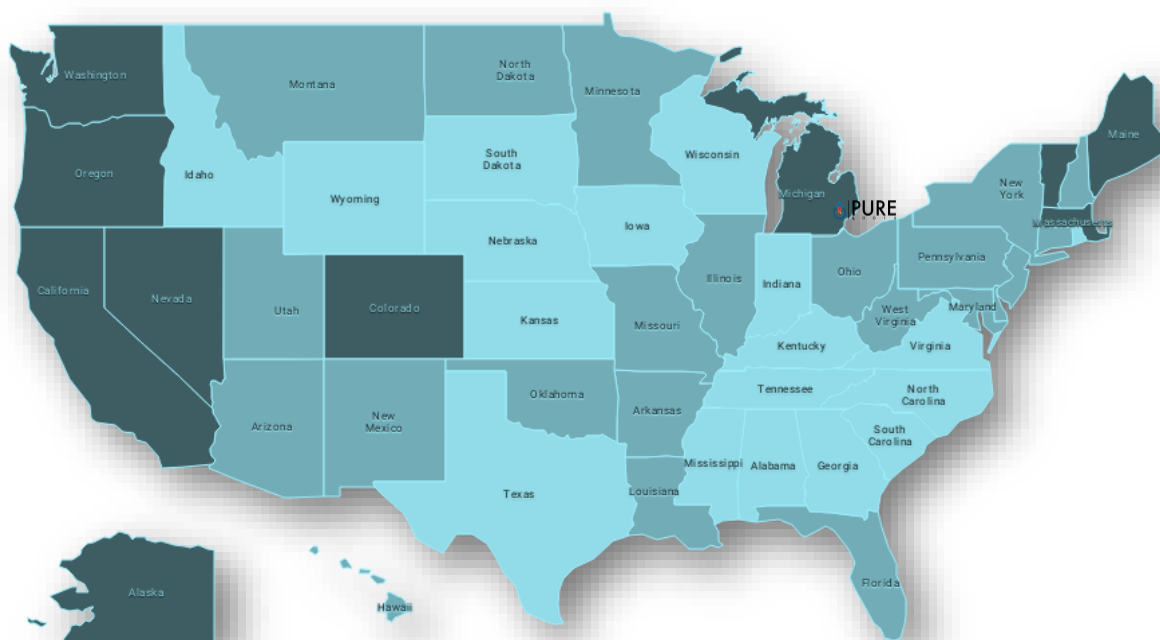
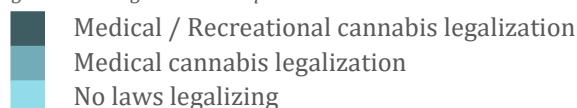


Figure 3. U.S. legalization map



Cannabidiol (CBD), 10 States and the District of Columbia allow cannabis for recreational use.

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

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

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

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



## U.S. Cannabis Retail Market

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

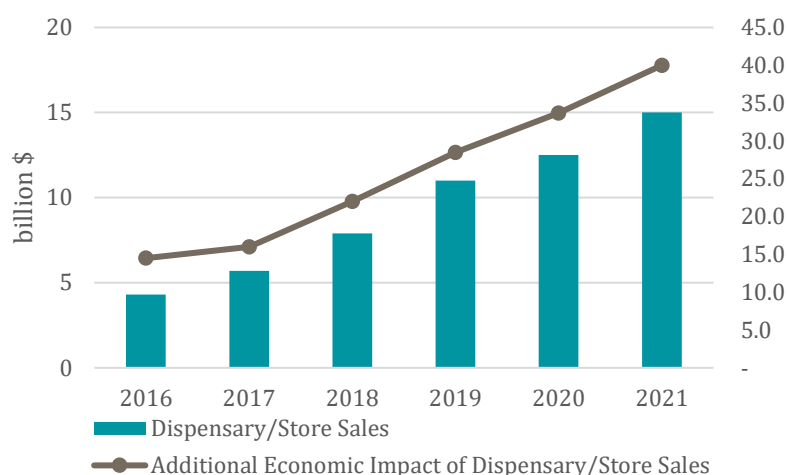


Figure 4. Cannabis retail industry economic impact

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

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

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

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

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

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

## Cannabis Market in Massachusetts

The Commonwealth of Massachusetts first legalized medical marijuana in 2012. Voters passed

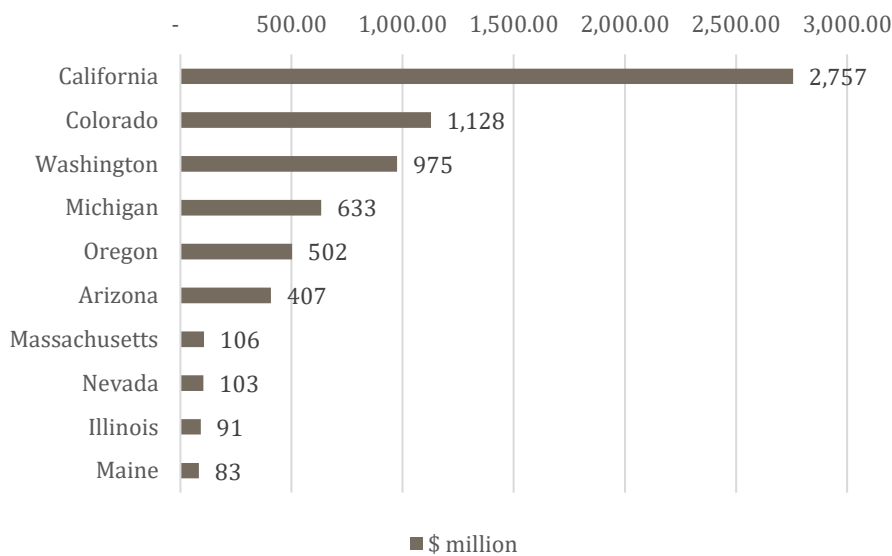


Figure 5. Medical and recreational cannabis sales in top states, 2017

“Question Three” the **Massachusetts Medical Marijuana Initiative** with 63%. This resulted in the Commonwealth of Massachusetts being the 18 state to allow marijuana for medical use. With this law, the commonwealth approved removing the criminal and civil penalties for possessing and using up to a 60-day supply for patients who had a valid state id card.

In November 2016, the voters of Massachusetts, passed “Question 4”, the **Massachusetts Marijuana Legalization Initiative**, which made recreational use of marijuana in the Commonwealth of Massachusetts legal.

### Limits established in the Massachusetts Marijuana Legalization Initiative

With the 2016 passage retailers can only sell an ounce of marijuana or five grams of concentrate. A resident can have up to 10 ounces at home. Additionally, retailers who sell recreational edibles, are required to have edibles that have up to 5 milligrams of THC (tetrahydrocannabinol) per a serving. There is also a requirement of 20 single servings or 100 milligrams of THC in packages that are selling multiple servings in one package. Retailers are only allowed to sell to those customers who have a valid state id and are 21 years of age or older.

### Limits established in the Medical Marijuana use in the Commonwealth of Massachusetts

Qualifying patients are those who are 18 years or older, with a card issued by the Commonwealth of Massachusetts. Patients are required to provide the commonwealth with a written document from a licensed doctor stating they have a debilitating condition to receive their card. Debilitating conditions may include the following; AIDS, ALS, Cancer, Crohns, Glaucoma, Hep C, HIV, MS, and Parkinson Disease. Qualifying patients can purchase a 60-day supply of up to 10 ounces per a prescription.

## SWOT Analysis

S

- Building of dependable relationships with sustainable farming cultivators, concentrates and edibles manufactures across Michigan
- Diversified, Strategic Partnerships
- Extensive industry knowledge

W

- Enhanced risk of banking / financial / IRS scrutiny
- Lack in professional workforce for a cannabis industry
- High starting capital

O

- High growth industry
- Growing interest and demand for natural, alternative medicine
- Trend toward greater cannabis legalization, including recreational purposes
- A significant drop in wholesale pricing
- Global Market

T

- Enforcement of federal law
- Possible cannabis law changing
- Indicators of a slowed global economy
- Large companies entering the market

Marketing Strategy  
&  
Implementation

## General Marketing Plan

The following Marketing Strategy will be implemented following all municipal ordinances, state laws and regulations governing all signs and advertising concerning marijuana in the Commonwealth of Massachusetts. PR MA LLC will not engage in and false or misleading advertising on any product or at any PR MA LLC Facilities. Our product or any advertising will not be visible on the outside of any PR MA LLC's Facility. The use of media such as radio, television, websites, billboards, in print publications or at community events will be restricted unless confirmation can be obtained that such viewership is less than 70% over the age of 18, to ensure reducing exposures to minors.

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

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

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana -related concerns such as health and wellness. The marketing and sales strategy of PR MA LLC Retail Centers will be based on generating long-term personalized relationships with growers and manufacturers. Marketing and advertising campaign materials will follow all local ordinances and as well as all regulations and laws enforced by the Cannabis Control Commission or the Commonwealth of Massachusetts. Our campaign materials include:

- E-mail Marketing to current patients that have opted-in and waived privacy notices (Verified list of emails to patients that +18)
- Advertising and articles in the thematic Magazines, including:
- Cannabis Now
- Marijuana Venture
- MG Magazine
- Holistic Cannabis Networks
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures:
- Materials will not include commonly used items such as green crosses, marijuana leaf's, other drug paraphernalia images or logos.

Table 3. Cannabis business directories

WEEDMAPS <a href="https://weedmaps.com/">https://weedmaps.com/</a>	Cannabis finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFLY <a href="https://www.leafly.com/">https://www.leafly.com/</a>	Leafly is a cannabis information resource for finding the right strains and products. Services include cannabis finder, online store, branding, doctors' portal.	Leafly has 226.27 thousand total visits each month.
CANNA-SAVER <a href="https://www.cannasaver.com/">https://www.cannasaver.com/</a>	Canna-Saver is website for cannabis and related coupons, devoted to cannabis deals and savings. Offers a constant flow of deals and savings from the top cannabis retailers.	Cannasaver has 310.04 thousand total visits each month.
CANNABIS COUPON CODES <a href="http://cannabiscouponcodes.com/">http://cannabiscouponcodes.com/</a>	Website with cannabis coupon codes.	Cannabiscouponcodes has 81.49 thousand total visits each month.

## Target Customers

PR MA's target customers are of legal age to purchase our product. A valid stat id from the Commonwealth of Massachusetts will be required prior to any purchases.

Aside from the dispensing of flower cannabis, which is our core product, PR MA LLCs' Retail Centers will retail a wide range of cannabis infused products to customers who are based in the Town of North Attleborough and every other city/township where our Retail Centers will be opened. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

PR MALLC's retail centers will ensure that all our customers/patients are given first class treatment whenever they visit our store. Our extensive retail experience helped us develop proprietary software that will enable us to manage a one-on-one relationship with our patients no matter how large our customers base grows. We will ensure that we get our patients involved in their own personal holistic health decisions to make the right choices for their unique medicinal needs.

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



## Sales Forecast

### Assumptions

During the first year, PR MA intends to launch sales of the vendors' product line and it is expected to generate \$4 to \$6 million in revenue.

From the second year PR MA will generate income from \$13,000-\$20,777 a day for the first few months with that number increasing to about \$27,000 a day within 2-3 years of the Retail Center's Grand Opening.

From the third year PR MA LLC projects a healthy annual increase in retail revenue.

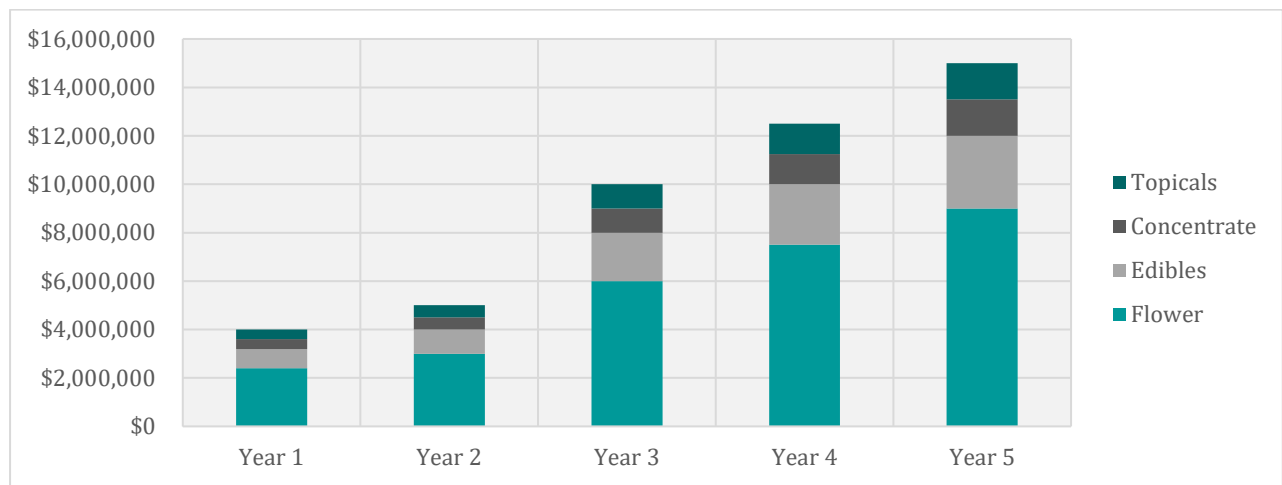
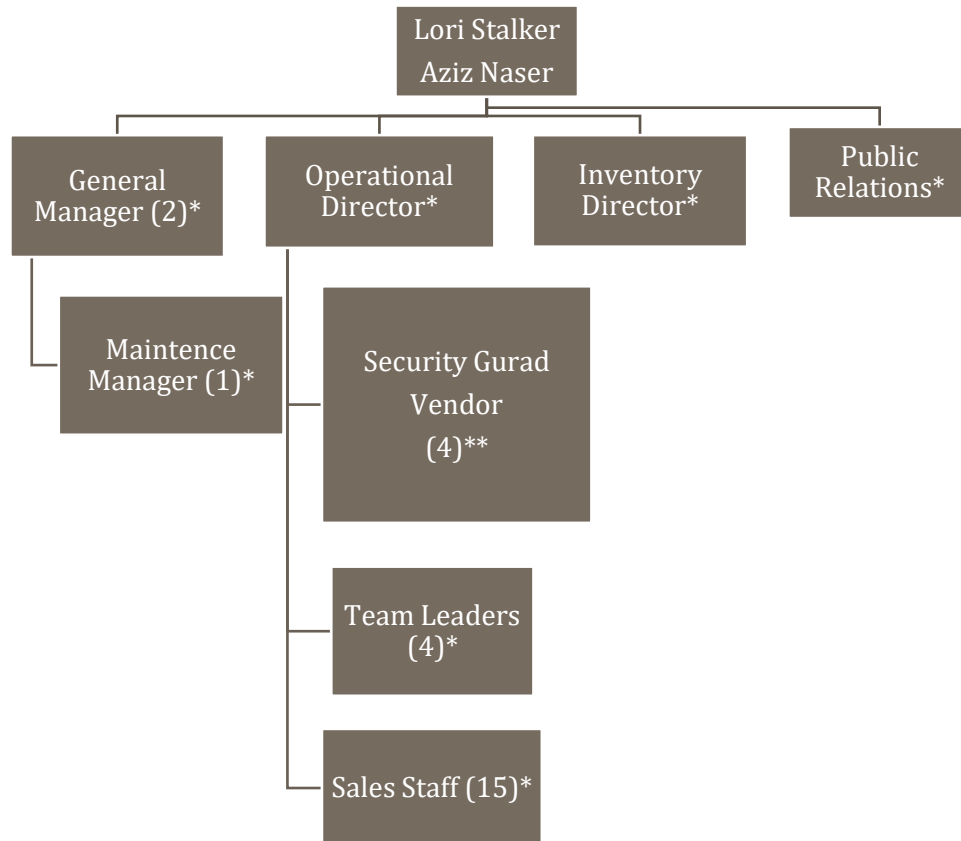


Figure 6. Sales forecast, \$

# Organizational Chart

# Organizational Chart

These are the positions that will be available at PR MA LLC's Retail Center:



\*denotes positions will be filled after license has been issued.

\*\* denotes private contractor will be hired to provide these services.

Figure 7. Organizational structure

# Ownership Structure

## **Lori Stalker**

Lori Stalker is a local businesswoman who has lived in the town of North Attleborough for the past 20 years. She has extensive experience not only as a successful entrepreneur, but as a sales leader managing teams of people, as well.

Lori's entire career has been in the healthcare industry and her passion is helping patients receive optimal care. She began her career with Pfizer, Inc. in 1997 and quickly rose through the ranks working with teaching hospitals throughout New England.

In 2013, Lori started her own company from the ground up. BrainCloud LLC is a distributor of diagnostic testing and she grew the North Attleboro-based company to over \$3 million dollars in the first year.

Lori was recruited for the position of Vice President of Sales for Total Toxicology Labs in 2015 and led a successful team there in the highly regulated industry of drug-testing in the addiction medicine space. In addition to these leadership roles, Lori has also been involved with several start-up companies in the healthcare and technology spaces. Her enthusiasm is contagious.

Currently, Mrs. Stalker is the CEO and owner of BrainCloud LLC. where she oversees the daily operations.

**Mrs. Stalker will serve as our Chief Executive Officer.**

## **Aziz Naser**

**Aziz "Ozzy" Naser** is an energetic entrepreneur who has been involved in several start-up companies. His primary focus has been on using his financing expertise and vision for improving medical systems we know today as well as developing new systems and technology to improve the overall quality of life.

In 1994, Ozzy founded Michigan Orthopedic Services and built a highly successful medical company from the ground up. Serving as the company's CEO and President, he grew the Livonia-based company to include six offices with more than 100 employees and gross revenues topping \$21 million.

In 2007, he sold Michigan Orthopedic Services to a private equity firm, staying on as CEO and chairman throughout the transition.

Currently, Mr. Naser is involved in the research and development of WellMetris testing as well as future medicinal and pharmaceutical application of algae technology in humans and animals. In addition, he sits on the Board of TCC Wireless LLC, America's 2<sup>nd</sup> largest T-Mobile National Dealer.

He has established several different programs for quality assurance in the medical technologies field.

**Mr. Naser will serve as the Board Director.**



## Financial Plan



## Financial Plan

### Profit & Loss Forecast

Business's revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Table 4. Income Statement, \$

\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>Revenue</b>	6,000,000	7,000,000	10,000,000	13,000,000	15,000,000
<b>Direct Costs</b>	1,500,000	1,750,000	2,500,000	3,250,000	3,750,000
<b>Gross Profit</b>	4,500,000	5,250,000	7,500,000	9,750,000	11,250,000
<b>Operating Expense</b>					
<b>Initial &amp; General Costs</b>	62,100	45,600	45,600	45,600	45,600
<b>Operating Expenses (retail)</b>	45,000	52,500	75,000	97,500	112,500
<b>Sales &amp; Marketing Expenses</b>	24,230	26,314	26,314	26,134	26,134
<b>Salaries &amp; Benefits</b>	1,977,360	2,175,096	2,392,606	2,631,866	2,895,053
<b>Misc.</b>	15,012	16,720	17,078	17,273	17,273
<b>Total Operating Expense</b>	2,123,702	2,316,230	2,556,598	2,818,373	3,096,560
<b>Operating Income (EBITDA)</b>	2,376,298	2,933,770	4,943,402	6,931,627	8,153,440
<b>% of revenue</b>	40%	42%	49%	53%	54%
<b>Depreciation and Amortization</b>	450,000	525,000	750,000	975,000	1,125,000
<b>Earnings Before Interest &amp; Taxes (EBIT)</b>	1,926,298	2,408,770	4,193,402	5,956,627	7,028,440
<b>Income Tax</b>	1,350,000	1,575,000	2,250,000	2,925,000	3,375,000
<b>Net Income</b>	1,026,298	1,358,770	2,693,402	4,006,627	4,778,440





## Cash Flow Statement

The cash flow projections show that business will have enough cash to support the activity. The following table presents a view of projected cash flow of the business.

	\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>Net Income</b>		1,026,298	1,358,770	2,693,402	4,006,627	4,778,440
<b>Cash Flow from Operations</b>						
<b>Depreciation</b>		450,000	525,000	750,000	975,000	1,125,000
<b>Change in Receivables</b>		-165,956	-59,744	-59,744	-4,979	0
<b>Change in Inventory</b>		-132,860	-48,636	-48,636	-6,293	0
<b>Change in Accounts Payable</b>		132,860	48,636	48,636	6,293	0
<b>Total Cash Flow from Operations</b>		284,044	465,256	690,256	970,021	1,125,000
<b>Cash Flow from Investing</b>						
<b>Capital Expenditures (CAPX)</b>		5,472,679	0	0	0	0
<b>Other</b>		0	0	0	0	0
<b>Total Cash Flow from Investing</b>		5,472,679	0	0	0	0
<b>Cash Flow from Financing</b>						
<b>Revolver Issuance / (Repayment)</b>		0	0	0	0	0
<b>Total Cash Flow from Financing</b>		6,000,000	0	0	0	0
<b>Total Change in Cash</b>			465,256	690,256	970,021	1,125,000
<b>Beginning Period Cash</b>		6,000,000	1,837,663	3,661,689	7,045,347	12,021,995
<b>Ending Period Cash</b>		1,837,663	3,661,689	7,045,347	12,021,995	17,925,435

Table 5. Cash Flow Statement, \$



## Economic Development- Job Creation

Attachment A: Pure Roots Staffing and Wage Assumptions for FULL OPERATIONS After Ramp									
Employee/Position	# of Employees per	Type of Compensation	Salary	Contract Rate	Hourly Wage	Monthly Wage @40hr.	Benefits	Wage + Benefits	Total Payroll by Class
Dispensary Manager	2	Salary	\$125,000			\$10,416.67	Y	\$150,000	\$300,000
Maintenance Manager	1	Salary	\$75,000			\$6,250.00	Y	\$90,000	\$90,000
Security Coordinator	1	Contract		\$6,000	per mo.		-	\$72,000	\$72,000
Armed Guards	3	Contract		\$4,000	per mo.		-	\$48,000	\$144,000
Lead Sales Staff	3	Hourly	\$62,400		\$30	\$5,200	Y	\$74,880	\$224,640
Sales Staff	15	Hourly	\$52,000		\$25	\$4,333	Y	\$62,400	\$936,000
<b>Total Head Count</b>	<b>25</b>							<b>Total Annual Payroll Expense</b>	<b>\$1,766,640</b>

We plan to create 25 full-time jobs at the PR MA LLC's Retail Center paying an average of \$70,665 annually with benefits. By comparison, the Median Household Income for the Town of North Attleborough, Massachusetts is \$81,259. We will offer competitive wages and benefits to all employees. PR MA LLC will comply with all FMLA rules and regulations and will provide 5 days of paid sick leave. PR MA LLC will also provide one (1) paid full month of maternity leave.

This will allow us to attract and retain very talented staff. Some of the benefits we intend to offer include:

- 2 Weeks of paid vacation time, after one year of employment
- BCBS PPO
- Delta Dental
- 401k 3% match



**Facility Insurance**

Massachusetts Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

Dear Commission Members,

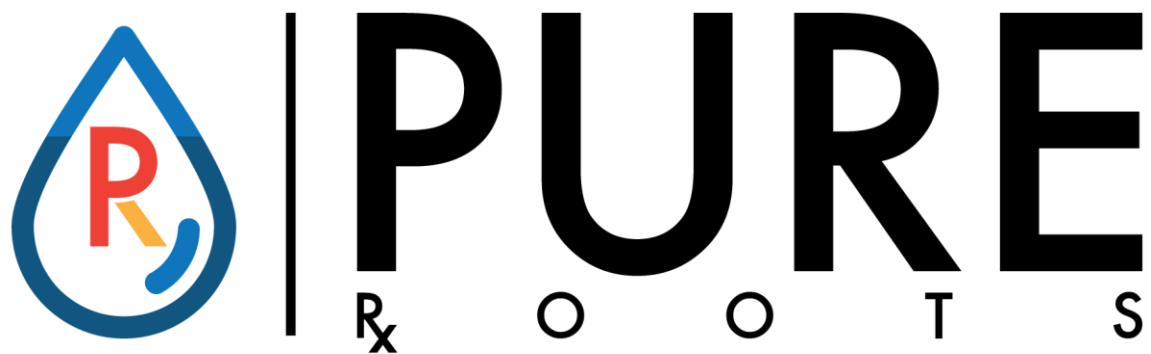
PR MA LLC's insurance policy will be in full compliance with 935 CMR 500.101 (1): 935 CMR 500.105 (1) will obtain a liability insurance policy that will include general liability and product liability coverage of one million dollars per an occurrence and two million dollars in aggregate annually. Our deductible for each policy will not exceed five thousand dollars.

If you have any further questions, please contact me via email at [lori@purerootsmi.com](mailto:lori@purerootsmi.com) or by phone at 774-254-0441.

Sincerely,

A handwritten signature in black ink that reads 'Lori Stalker'.

Lori Stalker  
CEO  
PR MA LLC



## **PR MA LLC Record Keeping Procedures**

PR MA LLC will be able to produce hard copy and electronic records indicating marijuana manufacturing and production records, sales, financial records, and employee records whenever the Cannabis Control Commission requests. All records will be maintained in accordance with generally accepted accounting principles for a minimum of 5 years—with the capacity for indefinitely—and be true, complete and legible. PR MA LLC will keep track of inventory and product manifests, complete with transportation information, with precision. PR MA LLC will comply with any and all regulations regarding inventory management and record keeping as stipulated in any section of 935 CMR 500, including:

1. Written operating procedures as required by 935 CMR 500.105(1)
2. Inventory records as required by 935 CMR 500.105(8)
3. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e)
4. Personnel records as required by 935 CMR 500.105(9)(d)
5. Records of monthly analysis of the POS system as required by 935 CMR 500.140(6)(d).
6. Business records as required by 935 CMR 500.105(e)
7. Waste disposal records as required by 935 CMR 500.105(f)

This information will be available for inspection by the Commission upon request. All records will be kept for at least two years in a form and location acceptable to the Commission, at the expense of PR MA LLC, following any closure of the establishment.

## **Product Traceability**

As described in the Inventory Procedures, PR MA LLC has created a unique internal software record keeping system that will allow the company to maintain electronic records in a data center at each of PR MA LLC's facilities; this data will be available to each and every component of their intended vertically integrated company. PR MA LLC will seek approval of this system from the Commission in consultation with the DOR, pursuant to 935 CMR 500.140(6). PR MA LLC will additionally maintain all records in the statewide METRC system.

PR MA LLC's STS inventory tracking reporting module can generate daily reports for inventory, acquisitions, sales, disbursements, and disposals. These records are kept indefinitely and the system can keep full record of every step of a particular marijuana product.

The system will keep record of the following, and much more: dates of transfers and transactions, sales records, batch numbers, quantity, product weight, forms and type of marijuana on-site daily, production records including planting, harvesting, curing, weighing, packaging and labeling, applications made to plants of fertilizers, pesticides or other chemicals, and the badged

employees' registration card numbers who handled the product at each step in the process. These records can be pulled up for any time period in the reporting module.

The system will continually be fine-tuned to reflect the most current requirements per the rules and regulations. Most reports have already been developed that might be considered; however, PR MA LLC has the ability to create customized reports specific to the workflow or standard operating procedures.

The reporting functionality from the system also allows PR MA LLC to pull reports regarding supply chain, employee actions, quality control, destruction, transportation, and various other events that take place within the processes of the cannabis industry.

PR MA LLC is a vertically integrated, full-service marijuana licensee applicant with cultivation, manufacturing, and retail facility operations. As such, PR MA LLC aims to provide a wide selection of marijuana products from plant cultivation to manufacturing to retail, which will allow greater service to consumers in Massachusetts. The vertically integrated structure allows for a critical level of quality control in all aspects of marijuana production and administration and contributes to the most efficient and effective tracking and recordkeeping systems. PR MA LLC will always ensure that marijuana and marijuana products obtained are from a licensed Marijuana Establishment, as outlined in 935 CMR 500.101.

PR MA LLC's electronic inventory monitoring system automatically assigns a globally unique and non-repeatable barcode number to every plant produced in PR MA LLC's cultivation operations. Further, the system auto-generates a globally unique and non-repeatable barcode number at every stage where dried marijuana must be separately identifiable from the original plant due to processing and packaging. These serial numbers, once generated and assigned, cannot be changed. The system will similarly generate unique barcodes and serial numbers for any and all products obtained by PR MA LLC for retail sale. PR MA LLC can collect, store, and retrieve all data and activity related to inventory records, distribution records, recall reports, sales/transaction records, product disposal records, and all scanned documents. That data can be accessed at any time (real-time), either in-system, or through the report creation tool.

Additionally, the system can adjust inventory and always requires a reason for removal when utilizing the inventory adjustment feature. It also has an auditing feature that can be used to track loss of product due to suspected diversion or theft. Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action.



Though system actions can be adjusted or voided, at no time can any data ever be fully deleted, as PR MA LLC's program maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and ability of the system to report data enables the user to produce any information necessary for the Commission during an inspection or at its request. The audit feature can track loss of product due to diversion or theft. PR MA LLC's STS tracking system creates redundancies to ensure standard operating procedures (SOPs) and regulations are followed.

PR MA LLC's STS traceability system allows for tracking at every stage in the cultivation, manufacturing, sale and storage of marijuana and marijuana products, as well as identification, batching, labeling, reporting, and transfers. PR MA LLC's SOPs include a redundant review and counting of each seed, immature plant, marijuana plant, extracted materials and produced materials, ensuring compliance and adherence to industry standards and Massachusetts law. This secure, cloud-based system provides detailed analytics. Detailed financial reports will be available for review at all times.

## **Product inventory and recordkeeping**

PR MA LLC's seed-to-sale reporting module can generate daily reports for inventory, acquisitions, harvests, sales, disbursements, and disposals. These records can be kept indefinitely. Whether harvesting or disposing of waste product, the system can keep full record of exactly every step of that marijuana product.

The system will keep record of the following, and much more: dates of transfers and transactions; sales records; batch numbers; quantity; product weight; forms and type of marijuana onsite daily; production records including planting, harvesting, curing, weighing, packaging and labeling; applications made to plants of fertilizers, pesticides or other chemicals; and the badged employee's registration card number who handled the product at every step in the process. These records can be pulled up for any time period in the reporting module.

The system will constantly be fine-tuned to reflect the most current requirements. Most reports have already been developed that might be considered, however The PR MA LLC system includes pre-developed reports that can be called on demand, as well as the ability to create customized reports specific to the workflow or standard operating procedures.

The reporting functionality from the system allows PR MA LLC to pull reports regarding supply chain, employee actions, quality control, destruction, transportation, and various other events that take place within the processes of the cannabis industry.

PR MA LLC will keep track of inventory and product manifests, complete with transportation information. PR MA LLC's SOPs call for implementing a tracking system with built-in redundancies of PR MA LLC's product. All marijuana, at all stages, will be tracked in the STS system, from seed, to plant, to harvest, until the marijuana is sold or transferred to a retail center or processor, and can be available to the Commission in real time.

## **Electronic tracking of product inventory**

PR MA LLC's electronic inventory monitoring system automatically assigns a globally unique and non-repeatable barcode number to every plant. Further, the system auto-generates a globally unique and non-repeatable 16-digit barcode number at every stage where dried marijuana must be separately identifiable from the original for processing. These serial numbers, once generated and assigned, cannot be changed.

Though system actions can be adjusted or voided, at no time is can any data ever be fully deleted as PR MA LLC's program maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the user to produce any information necessary for the Commission during an inspection or at its request.

The audit feature can track loss of product due to diversion or theft. Sales amounts to manufacturers or marijuana retailers—PR MA LLC's own or those of other companies—can be automatically set within the system to prevent any transaction outside of permitted limits. The time sales occur can be set in the system to prevent sales outside of hours of operation. PR MA LLC's STS tracking system creates redundancies to ensure SOPs and regulations are followed.

## **Point of Sale System**

PR MA LLC will utilize their proprietary software for both inventory tracking and POS functionality, following approval by the Commission and the DOR. This system will comply with all requirements included in 935 CMR 500.140(6), 830 CMR 62C.25.1, DOR directive 16-1, and any other relevant rules and regulations. The inventory functionality of this system will be configured to separate record keeping for marijuana and marijuana product tracking, and non-marijuana product tracking. Similarly, the POS functionality in the system will maintain separate accounting practices at POS for marijuana and marijuana product sales, and non-marijuana sales. The Commission and the DOR may audit and examine the POS system for compliance with MA laws at any time.

PR MA LLC will conduct a monthly analysis of sales equipment, sales data, records, and POS software to ensure that no software has been installed that could be used to manipulate or alter sales data, and that no other methodology has been employed to manipulate or alter sales data. PR MA LLC will maintain records of this analysis, available upon request to the Commission. If PR MA LLC determines the presence of any such software or other methods of data manipulation, it shall immediately disclose the information with the Commission, cooperate with any investigations, and take any other necessary action as directed by the Commission to comply with 935 CMR 500.105.

## **Product packaging and labeling**

PR MA LLC has developed training programs and SOP protocols to ensure proper packaging and labeling. PR MA LLC will package marijuana differently depending on whether it is packaging in bulk or whether it is packaging for final purchase.

All products that are packaged ready-for-sale will be placed in a tamper-evident, light-resistant, and childproof package. Sealed packages prevent exposure to oxygen and will maintain stability of the product. This will ensure that product will maintain its tested levels of cannabinoids while preventing contamination. Child-resistant packages and containers shall maintain their child-resistant effectiveness for multiple openings and will not be appealing to minors, resemble food or drink or be in the shape of any animal, vehicle, person or character.

Products packaged by PR MA LLC shall be identified on its labels by the name of the company and license number, the form and species of marijuana, the concentration of tetrahydrocannabinol and cannabinol contained in the product, the UIN ascribed by the internal STS inventory tracking system, PR MA LLC's internal tracking number and barcode and all other labeling required in 935 CMR 500.105(5). The name and license number of the facility receiving the product will also be applied to the label. Weather-resistant labels will only be printed immediately prior to being affixed to a package.

Similarly, only personnel with secure access capabilities will be able to print labels on the electronic tracking system. The label creation tool will enable PR MA LLC to create custom container-client labels with any fields necessary to comply with applicable law. Every label will have a unique tracking number that will identify the location of that label, and hence the product within it. PR MA LLC will add barcode readers and utilize barcodes on the label for a quicker inventory processing system.

## **Labeling of marijuana packages and containers**

Each form of marijuana prepared and packaged for sale shall be labeled at PR MA LLC's facility prior to transport or transfer to a marijuana establishment.

*Label identifier:* PR MA LLC's staff will ensure that each processed lot of marijuana shall be identified with a unique identifier number (UIN) for that lot of marijuana.

*Prior approval:* PR MA LLC shall obtain the prior approval of the Commission of the content of any label to be affixed to a marijuana package and container prior to transport or transfer to any marijuana business.

## **Unauthorized label information**

Labeling by PR MA LLC of any marijuana will follow the regulations in 935 CMR 500.105(5) and (6), and will not bear:

- Any false or misleading statement or design;
- Depictions of the product, cartoons, or images that are not registered with the Commission, which includes any insignia related to a governmental entity;
- Any information intended as advertisement, defined as any illustration, or depiction created to induce sales through the use of or a combination of letters, pictures, objects, lighting effects, illustrations, or other similar means;
- Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.
- Any statement, artwork or design that could reasonably lead an individual to believe that the package and container contains anything other than marijuana.
- Any cartoon, color scheme, image, graphic, or feature that might make the package attractive to children.

Sample Label

Company Name License#3267 1234 Main St. Akron, OH 44309 330.123.456	<b>Remedy (Indica)</b> Form: Flower / Bud 14.7% THC 1.5% CBD 0.3% CBN Contains: 10mg THC/pp Total THC: 100.00mg Exp. Date 11-4-17	Lot# 45678-A Harvested On: 5-1-17 Final Test: 5-24-17 Package On: 6-4-17 Packaging Emp ID# P-123456 Shipping Emp ID# S-23456 Testing Laboratory Name Final Test: 5-24-17
---	--	---

**Recipient**  
 Name  
 License number  
 Address  
 Phone Number:

**Storage**  
 Keep out of direct sunlight. Keep below 76 degrees in protective environment. Medical Marijuana must be kept in the original container in which it was dispensed.

This product is for medical use and not for resale or transfer to another person. This product may cause impairment and may be habit-forming. This product may be unlawful outside of the State of Ohio. Keep out of reach of children.

Net weight: .25 ounces (7 grams)

*[Image: Example of a retail label for a marijuana product]*

## Label creation tool

PR MA LLC's label creation tool will enable them to create custom container-client labels with any fields necessary to comply with applicable law. All aforementioned required fields can be added as variables. In addition to this, PR MA LLC can add custom disclaimers and warnings.

The system will automatically print the container-client specific label upon completion of the sale. Reports are retained within the system and can be accessed indefinitely. In addition to storing information, the system also has the ability to create custom labels for cultivation, manufacturing and testing results. PR MA LLC's label creation tool generates transaction specific information including all aforementioned criteria and can be easily customized upon request.



*[Image: Label creation tool]*

## **Package/container seal**

PR MA LLC's staff shall place a seal on the package and container to ensure the package and container have not been tampered with. The original seal on the package and container cannot be broken except for quality control testing at an approved laboratory, for adverse loss investigations conducted by the Commission, or by a manufacturer or marijuana retailer that has purchased the marijuana product.

PR MA LLC's staff will place the marijuana in a tamper-evident, light-resistant package or container that has been pre-approved by the Commission. The approved packages will maintain the integrity and stability of the product, while minimizing exposure to oxygen. Child-resistant packages and containers shall maintain their child-resistant effectiveness for multiple openings. PR MA LLC will ensure to always have approved packages and containers in stock. PR MA LLC is building relationships with packaging manufacturers, ensuring immediate access to these containers when licensed.

The following photos illustrate the types of packaging PR MA LLC will utilize.



Flower product packaging:



Processed product packaging:





PR MA LLC's compliance manager will oversee the requirements of the packaging and labeling procedures. PR MA LLC's SOPs require that the compliance manager receive training on labeling and packaging. This will be at least a full day training ahead of becoming operational. Ongoing and refresher training courses/classes are required for the compliance manager.

### **Label inspection training**

All inventory and transport agents will be expected to have a thorough understanding of proper packaging labeling of marijuana. Employees responsible for packaging, label creation, affixing labels, label and packaging inspections, shipment staging and preparation, and transportation of marijuana will be extensively trained in and tested on—both upon hire and during annual refresher training—creating, identifying and properly handling compliant and non-compliant labels. These SOPs will be covered at initial mandatory training at PR MA LLC's facilities.

The label inspection protocol that all applicable agents will be trained in will include the following steps:

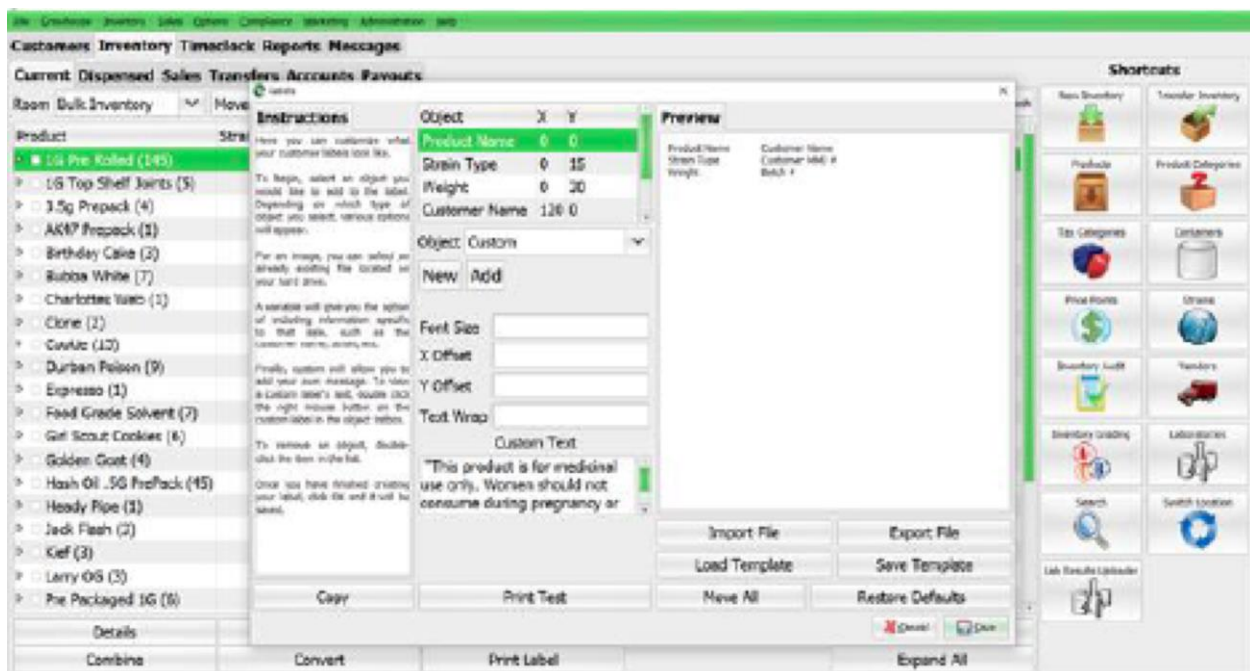
- Learning required information that must appear on each label created by PR MA LLC's organization
- Creating and affixing compliant labels using PR MA LLC's label-making equipment.
- Carefully inspecting all packages to confirm the presence of a label that identifies all essential information.

- Confirming the presence of a barcode that allows for accurate scanning of each marijuana package into PR MA LLC's electronic inventory tracking and recordkeeping system.
- Proper handling of marijuana packages that do not have a compliant label attached, including quarantine, inspection, re-labeling, and destruction / disposal procedures.

The supervisor responsible for overseeing preparation and shipping will be responsible for the presence of a compliant label on every package shipped. All packaging and labeling activities will be monitored and recorded by PR MA LLC's video surveillance system, and failure by any employee to adhere to the inspection protocol outlined above may lead to disciplinary measures up to suspension and/or termination.

## Diversion prevention through tracking

PR MA LLC is committed to preventing any chance of theft or diversion through its internal STS tracking system. Their customizable tracking system provides the most comprehensive information for efficient and thorough tracking.



[Image: Example of STS tracking dashboard]

The screenshot displays a software window titled "Customers (selected)". It features a "New Customer" button and a search bar. The interface is divided into several sections:

- Basic Info:** Includes fields for Last, First, Middle, Phone, Birthday, Email, Cell, Carrier, Rec. Num, Exp, DL #, Referral, Discount, and Member status (Member/Non-Member).
- Documents:** A tabbed section with "Prescriptions" selected. It contains fields for Medication, Quantity, Units (Grams, Ounces, Hours), Pharmacist, Doctor, Every, Sig, Days Supply, ICD Code, and Description. There are also buttons for "Clear" and "Save".
- History:** A section with tabs for "Notes", "Conditions", and "Caregiver". It includes a table with "Item" and "Quantity" columns.
- Buttons:** "Update", "Clear", "Check-in", "Print Ticket", "Print Labels", "Print History", "Remove", and "Close".

[Image: Example of software that records retail center sales]

This information includes the quantity that PR MA LLC sell or transfer to any other manufacturing center, permitted business, or facility. Sales amounts can be automatically set within the system to prevent any transaction outside of permitted limits. The time sales occur can be set in the system to prevent sales outside of hours of operation. PR MA LLC's seed-to-sale tracking system creates redundancies to ensure SOPs and regulations are followed.

The screenshot displays an "Inventory Forensics Report" window. It includes a sidebar with filters and a main table of data.

**Filters (Left Sidebar):**

- Start: 01/24/2017 11:00:00 AM
- End: 01/24/2017 11:59:59 PM
- Location: [Blank]
- State: 500mg CBD Tincture
- Product: [Blank]
- Category: [Blank]
- Inventory ID: [Blank]
- Action: [Blank]
- Sub: [Blank]
- User Date: [Blank]
- Inventory Tag: [Blank]

**Report Table:**

Location	Previous Quantity	New Quantity	Difference	Date	User	Action	New Product
BlueGrass Dispensary	48.00	48.00	0.00	01/24/2017 11:02 PM	ijones	New Inventory Screen	500mg CBD Tincture

**Buttons:** "Export", "Print", "View Report", "Customize".

[Image: Example of STS inventory software]

**Inventory Audit Reports**

**Instructions**

Here you can run an inventory audit on all of your current inventory.

To select an item, simply click on the item to the right, or scan the barcode on the item.

Once selected, please weigh the item. If your item is contained within multiple containers, you may weigh each in turn by clicking the consolidate button.

Additionally, if you are using a container, you may select it to the right. For the purpose of the inventory audit, the container weight will be saved for your next audit of that particular item.

After weighing the item, click Save and Continue to move on to the next item.

**Always zero the scale before use**

Gram Mode   Ounce Mode   Manual Mode   Zero Scale

**Bulk Inventory**

Print Barcode   Print Sheet   Edibles

Item	Original	New	Difference
15mg Cookie	136.00	135.00	-1.00
4249 2499 5634 9489	39.00	39.00	0.00
7764 8509 1927 7900	97.00	96.00	-1.00
Canna Punch 100mg	21.00	20.00	-1.00
1909 6048 7417 1985	21.00	20.00	-1.00
Cheeba Chews	567.00	564.00	-3.00
8436 1133 6161 0581	50.00	50.00	0.00
0609 8708 0533 7022	466.00	466.00	0.00
6720 9757 9324 5534	51.00	48.00	-3.00
Choc Bar 100mg			
5059 1556 8595 7072	100.00		
Cookies			
8201 0447 4786 0152	39.00		

Item: Choc Bar 100mg

Inventory ID: 5059 1556 8595 7072

New Count: 100.00

Consolidate   Reset   Zero

Container: None

Container Weight:

Save and Continue

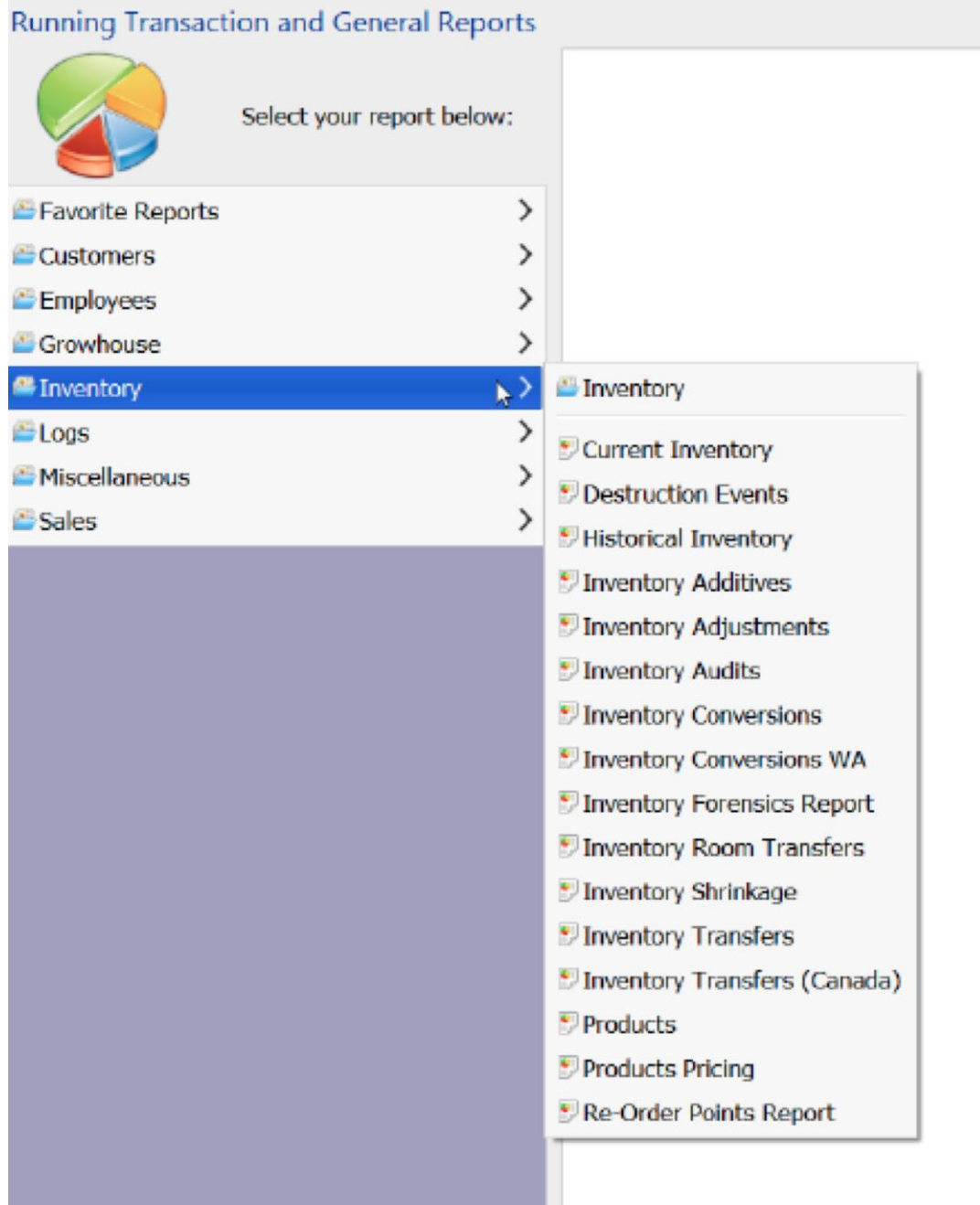
Notes:

Accounted For 6   Save Later   Remaining 2

Cancel   OK

[Image: Example of STS inventory audit report]

Additionally, the system can adjust inventory and always requires a reason for removal when utilizing the inventory adjustment feature. It has an auditing feature that can be used to track loss of product due to diversion or theft. Additionally, the system can adjust inventory and always requires a reason for removal when utilizing the inventory adjustment feature. It has an auditing feature that can be used to track loss of product due to diversion or theft.



*[Image: Example of STS inventory audit report]*

The Historical Inventory Report will reflect the inventory that was available in the system within any given time frame. The Products report will reflect all products within the system that were offered for distribution and can be narrowed down to a given time period.



**Inventory Adjust**

**Instructions**

To make an inventory adjust, simply weigh the inventory and the new amount will be shown to the right. When you are finished, click OK.

**Always zero the scale before use**

Gram Mode Ounce Mode Manual Mode Zero Scale

Product 500mg CBD Tincture

Barcode 6046 0434 0776 8672

Current Quantity 48

New Quantity 45

Difference -3, -6.25% variance

Adjustment Reason

Cancel OK

*[Image: Recording and tracking product weight]*

Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action.

## **Perpetual inventory auditing process**

Nightly, managers will run a report from PR MA LLC's STS tracking system listing all marijuana produced, trimmed, cultivated and shipped during the day. A manual hard copy inventory will be conducted matching product to report, it will be signed and filed. All inventory and reports will be reconciled with the internal STS tracking system.



## **Disposal and waste management tracking**

PR MA LLC will utilize the internal STS inventory tracking system to ensure its post-harvest waste materials are identified, weighed and tracked while on the premises until proper disposal. Logs of the waste materials will be maintained by the compliance manager. Hard copies and digital format of the records will be kept on-site in a secured area.

PR MA LLC will ensure that all marijuana waste is weighed before leaving the facility. A scale used to weigh marijuana waste prior to entry into the inventory tracking system shall be tested and approved in accordance with PR MA LLC's SOPs. The Compliance Manager will ensure the scale is properly calibrated and tested weekly.

PR MA LLC will maintain accurate and comprehensive records regarding waste material that accounts for, reconciles, and evidences all waste activity related to the disposal of marijuana. The Compliance Manager is responsible for these records and will keep these records on-site in a secured area. The records shall also be kept digitally on a drive and kept in a secured area.

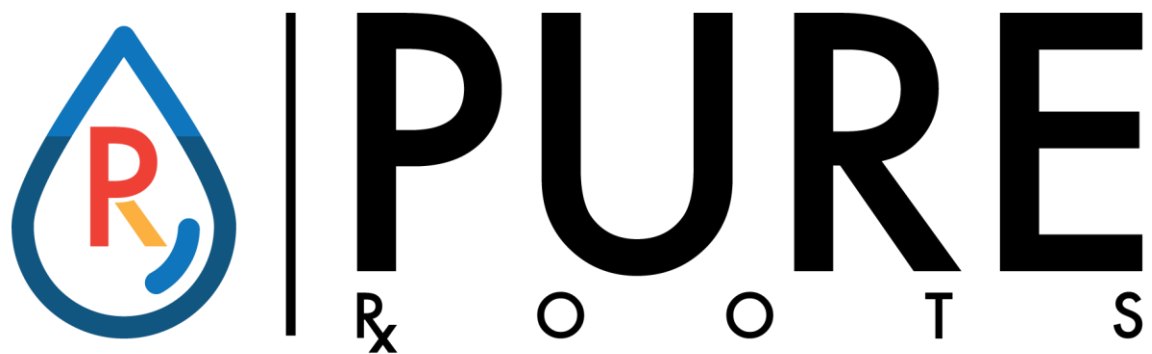
All waste will be disposed of in accordance with 935 CMR 500.105(12) and be made unusable and unrecognizable. The compliance manager is responsible for these records and making sure proper procedures are followed. Hard copies and digital format of the records will be kept on-site in a secured area.

Cameras will be placed in all disposal areas to ensure capture of these activities and storage areas of the waste as well as the areas where the waste will be rendered unusable and unrecognizable.

## **Compliance records**

As successful business owners, PR MA LLC's management understands that this company is in the compliance business first and foremost. Maintaining proper records allows PR MA LLC the privilege to cultivate and sell adult use marijuana. This is a responsibility PR MA LLC holds in the highest regard.

PR MA LLC will maintain all visitor log records in the Compliance Manager's office and under his/her purview. All security records will be maintained by the most senior security personnel. All production records maintained outside the electronic tracking system will be the responsibility of the Compliance Manager. All accountable staff will know that they will be held responsible for any lost or missing records. Penalties, up to and including termination, will occur in the event of record-keeping errors by staff.



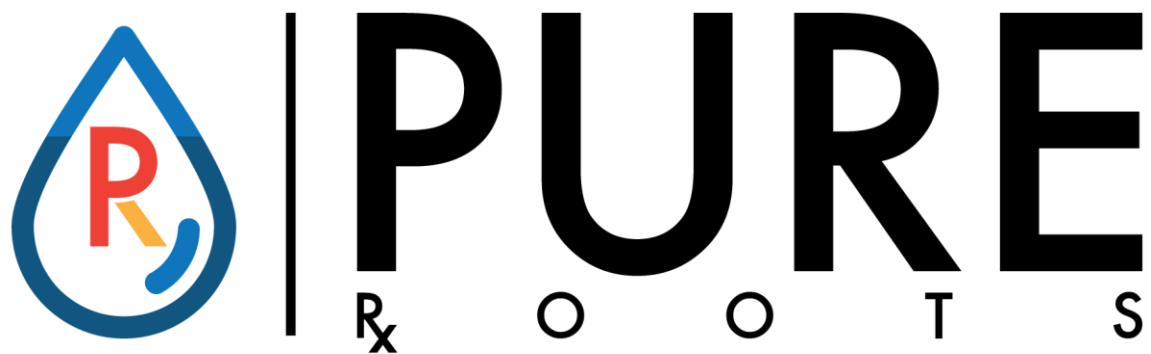
**PR MA LLC Restricting Access to Age 21 and Older**

PR MA LLC is vertically integrated company with proactive, monitored policies to ensure that marijuana access is restricted to adults ages 21 and older. **All employees and registered agents of PR MA LLC shall be 21 years of age or older.**

In any PR MA LLC marketing or outreach campaigns, tactics and strategies will target legal consumers exclusively (those 21 years or older). All marketing, advertising, and branding efforts will be diligently reviewed by PR MA LLC managers and executives to ensure that marijuana use is not targeted towards, promoted, or otherwise made attractive to those under 21 years old, intentionally or unintentionally. Further, PR MA LLC collateral, materials, and advertising will include the disclaimer, "For use only by adults 21 years of age or older. Keep out of the reach of children," as suggested in 935 CMR 500.105(4)(a).

On-premises verification of identification will be conducted at all Pure Roots locations pursuant to 935 CMR 500.140(2). Visitors to all PR MA LLC facilities will be met by security upon entrance of the premises to have their identity and age verified via government issued photo identification. Security will immediately escort any person off PR MA LLC property who lacks verifiable proof of identification that they are 21 years of age or older. Further, reasonable security and monitoring measures will be enforced to ensure that anyone escorted off premises does not approach verified consumers to have marijuana secured or diverted on their behalf. If this type of behavior occurs, or if fake proof of identification is flagged by security, local authorities will be called immediately.

If any PR MA LLC staff suspects that a consumer is purchasing marijuana on behalf of an individual younger than 21 years old, the sale will be denied, and security will escort that person from the premises. Further, all marijuana products will be held in enclosed areas with security measures in place to prevent diversion and theft, including by those under 21 years of age.



**PR MA LLC Quality Control and Testing**

## Quality Standards

PR MA LLC is committed to the quality of the product, facilities, and personnel. Pursuant to 935 CMR 500.105, only the leaves and flowers of female marijuana plants shall be used. Safety and sanitation standards shall be strictly followed, and all marijuana shall:

- be well cured and free of seeds and stems
- be free of dirt, sand, debris, and other foreign matter
- be free of contamination by mold, rot, other fungus, and bacterial diseases
- be prepared and handled on food-grade stainless steel tables
- packaged in a secure area

All personnel whose job includes contact with marijuana shall comply with the requirements for food handlers specified in 105 CMR 300.000, and shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands appropriately. Hand-washing facilities will be accessible in all PR MA LLC locations, including production areas and anywhere else required for good sanitary practices. The water supply will be sufficient for all necessary operations, including hand washing and other sanitation needs. The plumbing will be of adequate size and design to support the necessary water supply, and will be regularly maintained to ensure that the water supply is available consistently and reliably. PR MA LLC will also provide employees with adequate, readily accessible toilet facilities.

PR MA LLC facilities will include sufficient space for placement of equipment and storage of materials in order to maintain sanitary operations. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. All toxic items shall be identified, held, and stored in a manner that protects against any contamination of marijuana. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

All litter and waste will be properly removed to minimize the development of any odor and the potential for attracting and harboring pests.

Storage and transportation of products shall be conducted under conditions that will protect against physical, chemical, and microbial contamination. More information on storage and transportation can be found in the Storage of Marijuana and Transportation of Marijuana subsections, respectively.

## Procedures for Testing

Fail-proof testing protocols using state-of-the-art tracking and monitoring are critical and sit at the core of PR MA LLC's system. PR MA LLC cultivators and manufacturers will never ship product until a sample from the lot has passed testing requirements. Furthermore, when PR MA LLC's retail centers receive product, each lot will immediately be checked to ensure that each offering has been tracked and tested up to that point according to regulations. PR MA LLC will then implement a regular schedule of testing samples from each batch to ensure quality control through an Independent Testing Laboratory that uses analytical testing methodologies for the required quality assurance tests and is fully accredited by the International Organization for Standardization or an entity approved by the Commission.

PR MA LLC has established procedures detailing the conformity of each individual physical lot to a certificate of analysis (COA). Each COA must be tied to an individual lot to ensure the replicable and consistent quality of marijuana products. PR MA LLC will contract with an Independent Testing Laboratory that is approved by the Cannabis Control Commission. The chosen laboratory will ensure the samples of marijuana product are placed in secured, sealed containers that bear requisite labeling information, and shall enter the sample into a monitoring system, with information to include the date and time the marijuana product is collected, transferred, tested, and returned.

The rest of the lot for a product being tested by an Independent Testing Laboratory will be placed under quarantine until the results are established, which will render it unable to be sold or transferred; the sample being tested will also be logged in the monitoring system. In alignment with best practices nationwide, an Independent Testing Laboratory employee or its authorized agent shall be physically present when collecting the samples of marijuana product for testing.

The Independent Testing Laboratory will issue a certificate of analysis (COA) for each lot of marijuana products it analyzes. The COA will include supporting analytical data that confirms conformance to the specifications in each product lot for each of the following compounds:  $\Delta^9$ -tetrahydrocannabinol (THC), tetrahydrocannabinolic acid (THCA), tetrahydrocannabivarin (THCV), cannabidiol (CBD), cannabidiolic acid (CBDA), cannabidivarin (CBDV), cannabigerol (CBG), cannabinol (CBN), cannabichromene (CBC), other cannabinoid components at  $> 0.1\%$ , and the terpenes described in the most recent version of the Cannabis Inflorescence: Standards of Identity, Analysis, and Quality Control monograph published by the American Herbal Pharmacopoeia. In addition, testing will include, but not be limited to: moisture content, water activity levels, a foreign matter inspection, a microbial and mycotoxin screening,

pesticides, chemical residue, fungicides, insecticides, metals screening and residual solvents levels.

Upon receiving the COA, PR MA LLC management at the cultivation, manufacturing, or retail facility will verify the conformity of the lot with the supporting data. If the lot passes the test, the results will be entered into the monitoring system, as well as internal tracking systems. If the lot does not conform to the specifications stated within the testing facility's COA, PR MA LLC will freeze the lot from movement, putting it under the requisite quarantine, and flag it for retesting pursuant to 935 CMR 500.160, unless it failed to pass the original test for either pesticides or microbials, or if it is in the final packaging.

In the case of a failed test, PR MA LLC will dispose of the entire batch from which the sample was taken and document the disposal of the sample with the Cannabis Control Commission within 72 hours. This report to the Commission will include the disposal plan for the relevant lot, along with the plan of action to assess any potential sources of contamination. This report will be separate and distinct from a parallel report sent to the Commission directly by the Independent Testing Laboratory, to ensure accurate reporting and redundancy.

Following this reporting, PR MA LLC will internally investigate its own historical logs to determine if a deviation from the standard operations occurred causing an unconformity of the marijuana lot, in addition to which employees were responsible for following the procedures. Involved employees will be interviewed, and corrective action will take place, up to and including termination if applicable. PR MA LLC will constantly reevaluate and refine its internal procedures against its control standard operating procedures for improvements.

In the case of a failed or a passed test, certified testing results will be entered into PR MA LLC's and the Independent Testing Laboratory's monitoring systems, and will be made available to consumers in printed format on request, as well as prominently displayed in the products section of the retail facility.

## **Testing Results Standard Operating Procedures**

- The Independent Testing Laboratory will be instructed to email PR MA LLC's facility manager when the testing has been completed and the certificate of analysis is ready to be obtained from the facility.



- The Independent Testing Laboratory will also have an electronic account set up with PR MA LLC, referred to as an independent contractor portal, where all COAs and further supporting documentation will be sent for immediate results that can then be logged into any relevant statewide monitoring system and attached to particular batches, with their information and history. All testing records and results will be kept on a secure server by PR MA LLC for at least 12 months.
- The Independent Testing Laboratory will deliver by a licensed transporter compliant with all rules stipulated by 935 CMR 500.105(13).
- PR MA LLC will ensure it retains enough product from each released batch to allow for the Independent Testing Laboratory to perform stability testing at 6-month intervals and will provide supporting documentation for expiration dating, to include further samples in order to perform follow-up tests if needed.
- By including the above in PR MA LLC's written standard operating procedures for the Contents of Certificate of Analysis, PR MA LLC will have an outline for how to interact with Independent Testing Laboratories to ensure that every COA and all supporting documentation for every lot processed by PR MA LLC clearly indicates conformity or nonconformity with required specifications to the lot of compounds and the regulations.

## **Sample Size and Preservation Standard Operating Procedures**

- Samples taken will in total represent a minimum of 0.5 percent of the batch, consistent with the Independent Testing Laboratory's accredited sampling policies and procedures.
- Regarding cannabinoid concentrates, extracts and products, enough samples from a batch must be taken to ensure that the required attributes in the batch to be tested are homogenous and consistent with the Independent Testing Laboratory's accredited sampling policies and procedures.
- Samples must be stored out of direct sunlight and avoid high-heat environments.

## **Testing for THC**

Marijuana and marijuana products will be tested by an Independent Testing Laboratory to ensure that potency levels fall within the stipulations of 935 CMR 500 and other relevant regulations. Those are: five milligrams of active THC for a single serving of an edible marijuana product; not more than 20 servings or 100 milligrams of active THC in a single package of multiple edible marijuana products to be eaten, swallowed or otherwise ingested; THC content must be homogenous or evenly distributed throughout the edible marijuana product, per 935 CMR 500.150(4).

Further, the testing procedures of the Independent Testing Laboratory will ensure that in no instance shall an individual serving size of any marijuana product contain more than five milligrams of delta-ninetetrahydrocannabinol ( $\Delta^9$ -THC), per 935 CMR 500.105(c).

### **Testing for Microbials and Mycotoxins**

Usable marijuana required to be tested for microbiological contaminants must be sampled using appropriate aseptic technique and tested by an Independent Testing Laboratory for total coliform count.

- If an Independent Testing Laboratory detects the presence of any coliforms the sample must be assessed for *Escherichia coli* (E. coli).
- A batch fails microbiological contaminant testing if the Independent Testing Laboratory detects the presence of E. coli at more than 100 colony forming units per gram in a sample.

Mycotoxin testing must meet the following standards:

Test Specification: The total of aflatoxin B1, aflatoxin B2, aflatoxin G1 and aflatoxin

G2..... <20 uG/KG of Substance

Ochratoxin A.....<20 uG/KG of Substance

### **Testing for Metals**

Consumable marijuana will be tested by the Independent Testing Laboratory for the metals listed in in the table below.

Metal Natural Health Products Acceptable Limits uG/KG

Arsenic..... <0.14

Cadmium..... <0.09

Lead..... <0.29

Mercury..... <0.29

## Testing for Solvents

Usable marijuana required to be tested for solvents must be tested by the Independent Testing Laboratory for the analytes listed in table shown below.

A batch fails solvent testing if an Independent Testing Laboratory during an initial test:

- Detects the presence of a solvent above the action level listed in the table below; or
- Calculates a Relative Percent Difference of more than 20 percent between the field primary result of the sample and the field duplicate result.

Table 2. List of solvents and their action levels

Solvent	Chemical Abstract Services (CAS) Registry Number	Action Level (µg/g)
1,2-Dimethoxyethane	110-71-4	100
1,4-Dioxane	123-91-1	380
1-Butanol	71-36-3	5000
1-Pentanol	71-41-0	5000
1-Propanol	71-23-8	5000
2-Butanol	78-92-2	5000
2-Butanone	78-93-3	5000
2-Ethoxyethanol	110-80-5	160
2-methylbutane	78-78-4	5000 <sup>3</sup>
2-Propanol (IPA)	67-63-0	5000
Acetone	67-64-1	5000
Acetonitrile	75-05-8	410
Benzene	71-43-2	2
Butane	106-97-8	5000 <sup>3</sup>
Cumene	98-82-8	70
Cyclohexane	110-82-7	3880
Dichloromethane	75-09-2	600
2,2-dimethylbutane	75-83-2	290 <sup>4</sup>
2,3-dimethylbutane	79-29-8	290 <sup>4</sup>
1,2-dimethylbenzene	95-47-6	See Xylenes
1,3-dimethylbenzene	108-38-3	See Xylenes

<sup>3</sup> Limit based on similarity to pentane

<sup>4</sup> Limit based on similarity with n-hexane

<sup>5</sup> Combination of: 1,2-dimethylbenzene, 1,3- dimethylbenzene, 1,4-dimethylbenzene, and ethyl benzene

Solvent	Chemical Abstract Services (CAS) Registry	Action Level (µg/g)
1,4-dimethylbenzene	106-42-3	See Xylenes
Dimethyl sulfoxide	67-68-5	5000
Ethanol	64-17-5	5000
Ethyl acetate	141-78-6	5000
Ethylbenzene	100-41-4	See Xylenes
Ethyl ether	60-29-7	5000
Ethylene glycol	107-21-1	620
Ethylene Oxide	75-21-8	50
Heptane	142-82-5	5000
n-Hexane	110-54-3	290
Isopropyl acetate	108-21-4	5000
Methanol	67-56-1	3000
Methylpropane	75-28-5	5000 <sup>3</sup>
2-Methylpentane	107-83-5	290 <sup>4</sup>
3-Methylpentane	96-14-0	290 <sup>4</sup>
N,N-dimethylacetamide	127-19-5	1090
N,N-dimethylformamide	68-12-2	880
Pentane	109-66-0	5000
Propane	74-98-6	5000 <sup>3</sup>
Pyridine	110-86-1	200
Sulfolane	126-33-0	160
Tetrahydrofuran	109-99-9	720
Toluene	108-88-3	890
Xylenes <sup>5</sup>	1330-20-7	2170

## Testing for Pesticides

PR MA LLC will follow and make available through its intranet the list of approved pesticides, as indicated by the state and local regulatory agencies, for use in the cultivation and production

of marijuana plants and marijuana products to be sold or transferred in accordance with the act or these rules. All samples will undergo a pesticide chemical residue test by the Independent Testing Laboratory, and pursuant to the rules set forth by 935 CMR 500, will be deemed to have passed as to each chemical if the sample satisfies the most stringent acceptable standard for an approved pesticide chemical residue as set forth in 935 CMR 500.120(5) and in reference to M.G.L. c. 132B and the regulations of 333 CMR 2.00 through 333. CMR 14.00

If the amount of pesticides is not permissible by the relevant regulatory bodies, the marijuana product is ineligible for retesting and the product must be destroyed.

Further, per 935 CMR 500.120(7), no marijuana plant or product will be labeled organic unless cultivation practices are consistent with USDA organic requirements (7 CFR 205).

## **Sampling Personnel Requirements and Recordkeeping for Sampling Standard Operating Procedures**

An individual employed by the Independent Testing Laboratory, or its designated authorized agent, will be present during any and all sampling procedures at PR MA LLC facilities.

Independent Testing Laboratories must follow any and all regulations and rules regarding sampling and analyses as stipulated by 935 CMR 500 and the Cannabis Control Commission, including becoming fully accredited by the International Organization for Standardization (IOS), or by an entity approved by the Commission. The Independent Testing Laboratory will also be financially independent from any medical marijuana treatment center, marijuana establishment or licensee. Further, per 935 CMR 500.002, the Independent Testing Laboratory used by PR MA LLC will be qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Prior to shipping from a PR MA LLC facility or accepting a delivery, management must verify that the product has been compliantly transferred, packaged, and labeled. This process begins by bringing the delivery into the receiving room of the retail facility. The receiving room is a secured, video surveillance-monitored room with access limited to necessary licensed delivery personnel from manufacturers and cultivators, and key retail facility employees, including the manager, assistant manager, sales floor leads, and inventory specialists. It is also dry, well ventilated, temperature-controlled, and equipped with proper lighting and computers to verify transfers within all relevant monitoring systems.

The receiving employee will begin by verifying the information on the manifest generated within the monitoring system, including the shipper and recipient information, license numbers, date and time of transfer, and all product identification numbers or barcodes. Each item received will be weighed (on an approved scale that will be calibrated at the beginning of each intake and tared after each item) or counted according to the product type and cross-referenced with the manifest to ensure the item name, quantity, and identification number corresponds with the product actually received, with any discrepancies being noted on the manifest.

All products will then be inspected, and any product that is expired, damaged, deteriorated, misbranded, or adulterated will be rejected. Concentrates will be inspected for consistency and age, and PR MA LLC will double-check test results that measure the amount of residual solvent in the concentrate. Products will be inspected to make sure they are not expired, broken, melted, or otherwise unable to be sold and that they are compliant with all regulations regarding permissible shapes, required demarcation, and ingredient limitations.

PR MA LLC will also check test results for all mandatory product testing and will only accept product that has successfully passed such testing. All products that successfully pass through these quality assurance inspections will then be reviewed for packaging and labeling compliance, and any product that fails to meet regulation guidelines will be rejected.

When reviewing packaging and labeling of incoming or outgoing product, employees will ensure that each item conforms with state-mandated requirements as listed in 935 CMR 500.105 including but not limited to the THC level on the label, along with the requisite tag identification: the name, address, contact information, and registration number of the marijuana facility that cultivated, manufactured, or packaged the marijuana or marijuana-infused product; the quantity and full profile of usable marijuana contained within the package; the name of the marijuana-infused product; the ingredients of the marijuana-infused product, in descending order of predominance by weight; the net weight or net volume of the product; the date and details about the licensee that performed the packaging; the batch number, serial number, and bar code used to ID the batch, along with relevant testing certifications; the allergen labeling as specified by federal labeling requirements; and if any nutritional claim is made, appropriate labeling as specified by federal labeling requirements and these rules. In addition, all products will be labeled the following symbols as indicated by the Cannabis Control Commission:



Suppliers will be required to provide PR MA LLC retail facilities with child-resistant certifications for each distinctive package supplied, and management will keep all package certifications in an accessible file. Any products that do not meet labeling and packaging requirements will be rejected. All items that are properly designated on the manifest that also meet quality, labeling, and packaging standards will be acknowledged on the physical manifest that will be signed and dated by the receiving employee. The manifest will then be accepted in the internal tracking system, with any quantity discrepancies being noted and reported to the originating entity.

Once the Independent Testing Laboratory has entered the results into their monitoring system and filed with the Commission an electronic copy of the result for any batch that does not pass the required tests, it also transmits those results to the facility that provided the sample. In addition, the Independent Testing Laboratory shall maintain the test results for at least one year and make them available to the Commission upon request.

## **Failed Test Samples SOPs**

PR MA LLC will always maintain testing and sanitation standards consistent with 935 CMR 500.

- If a sample fails any original test, the Independent Testing Laboratory that did the testing may reanalyze the sample to validate the results of a failed quality assurance test, except in the case of a failed test for pesticides or microbials.
- The failed test sample will be required to pass two separate retests consecutively in order to be eligible to proceed to sale or transfer. If both retests pass, then the batch is out of quarantine and eligible for sale or transfer. If one or both retests fail, then the marijuana product must be destroyed as provided in these rules. The cost of this retesting will be paid by PR MA LLC.



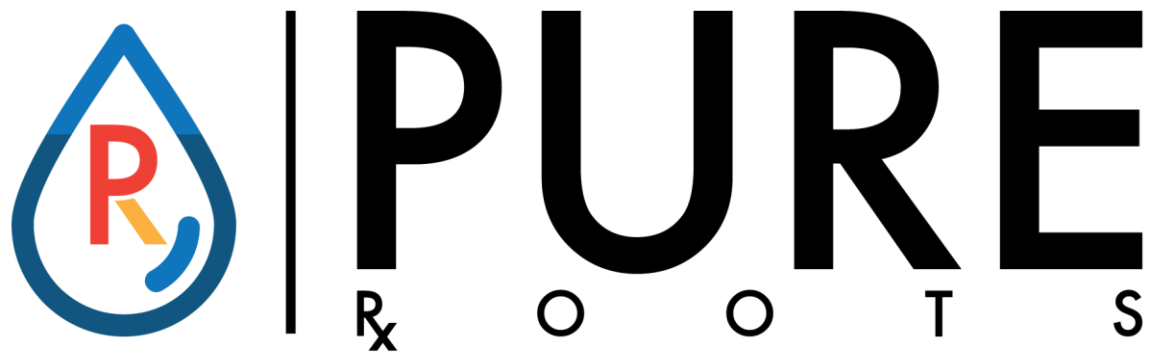
- The facility will have detailed procedures for removal of products that have failed testing; these procedures will be shared with all employees in initial training, regularly reinforced, and available in printed form and on the company's intranet.

## **Recall Plan and Disposal of Failed Testing Products**

PR MA LLC will be prepared to recall all marijuana products that fail testing requirements, including those which are unsafe for human consumption, or for which the labeling is inaccurate. In addition, in the event that a consumer lodges a complaint against PR MA LLC, PR MA LLC will immediately commence an investigation in collaboration with the affected cultivator / manufacturer. First, utilizing their internal tracking system, PR MA LLC will identify the location of all other products from the same batch. PR MA LLC will place a precautionary administrative hold on all other product from the same batch and will notify the Cannabis Control Commission of the hold.

Upon conclusion of the investigation, PR MA LLC will make a determination if a voluntary or mandatory recall of the product is necessary, if PR MA LLC will lift their internal administrative hold, or if any further action is required. PR MA LLC will perform a recall if their investigation indicates that products sold from their retail facility poses a risk to public health or fails potency testing requirements. PR MA LLC will also participate with recalls initiated by cultivators or manufacturers whose products are sold through at PR MA LLC facilities. During a recall, PR MA LLC will adhere to the following steps: immediately notify the Cannabis Control Commission and secure, isolate and prevent the distribution of the product that remains in their possession.

A manager will serve as the recall coordinator, and will be responsible for accepting the recalled product, coordinating procedures for isolating affected products from the batch, procedures to retrieve, return those products to the cultivator or manufacturer who produced them and document return of the affected product, and implementing a communications plan to notify those consumers who may be affected by the recall, including the use of press releases, electronic medium and other appropriate notifications. After recalled, the product will be securely stored, kept separate from other marijuana and marijuana products.



**PR MA LLC Personnel Policies**  
*Including Background Checks*

All items below consist of the PR MA LLC's Staffing and Records Keeping Plan. This plan is developed by following 935 CMR 500.105(9) and 935 CMR 500.105(1). Sections of this plan include but are not limited to Workplace policies governing Alcohol, smoke and drug free work place, The storage of employee records, terms of dismissal from the company and employee training.

## **Employment records**

The Compliance Manager will be responsible for maintaining employee logs in perpetuity for all staff. The materials that must be maintained, both electronically and manually include:

- Every current and former employee
- All records relating to hiring of employees, including applications, verification of references, and any other material
- Employee names, addresses, phone numbers and emergency contact
- Date of hire, separation date, and reason for separation, if applicable
- All training, education and disciplinary action
- Salary and wages paid to each employee, and any executive compensation, bonus, benefit or item of value paid to any individual or marijuana entity, including members of non-profit corporations
- Background checks

Hiring procedures will be recommended by the Human Resources/Diversity Director and approved by the General Manager.

Talent Attraction will include print and social media, while agency resources will be considered based on local recommendations. An online application will be required including prescreening questions, work history, education, and relevant certifications; the application process will require submission of a Letter of Interest and Curriculum Vitae. All applications will be reviewed and qualified applicants will be interviewed by members of the hiring team. Successful applicants will be subject to a Background Check, including employment, education, and criminal history. Candidates who pass the stringent interview process will be expected to pass a mandatory, in-person training.

## **Background Checks & Agent Registration**

All of PR MA LLC's employees, executives, managers, board members, and volunteers must be able to obtain registration as a Marijuana Establishment Agent from the Commission pursuant to 935 CMR 500.030 (and 935 CMR 500.029 where applicable). All personnel will be subject to a background check at the time of application for employment, which will include employment

history, education (where required), and criminal history. The criminal history background check will cover all items required by the state and any local jurisdictions, plus additional matters of interest to the Applicant.

Personnel will be required to carry their PR MA LLC associated Agent registration card with them, as required by 935 CMR 500.030(7), at all times while performing job-related duties, at a PR MA LLC facility, in possession of marijuana products, or transporting marijuana products. If an individual is associated with multiple Marijuana Establishments, PR MA LLC will require that they carry the appropriate Agent registration card for the relevant establishment.

If an individual ceases to be associated with PR MA LLC, PR MA LLC will notify the Commission no more than one business day after the association is terminated, pursuant to 935 CMR 500.030(4).

## **Recruitment and Hiring Procedures**

### **Talent Attraction**

- PR MA LLC will be engaged with local trade schools, universities and colleges with diverse student bodies for recruitment purposes.
- PR MA LLC will host or participate in local job fairs and, if necessary, will underwrite specialized job training programs (in addition to, not in lieu of, the standard staff training program).
- PR MA LLC will engage with the local workforce investment board.
- PR MA LLC will engage with local agricultural associations. Best practices indicate that some of the best prepared employees have an agricultural background, not necessarily a marijuana background.
- PR MA LLC will hire head hunters, staffing companies and other employment recruiters to assist us in finding the best local talent.
- PR MA LLC will encourage in-house networking and host company-wide events where employees can gain exposure to the various departments within the organization. Doing so will promote the development of new relationships and allow employees to become aware of new job opportunities within the company.
- PR MA LLC will develop an in-house mentoring program where entry level employees can build long lasting, meaningful relationships with management and other experienced personnel, which should have the net effect of increasing staff retention.

### **Applicant Referral Process**

All internal and external applicants will be referred to the hiring team. The hiring team will identify all qualified internal and external applicants for positions and refer to Managers for an interview.

### **College Recruitment**

The hiring team will notify the Career Service Departments of universities and colleges on a local, state and national level, to inform them of PR MA LLC's Diversity Mission Statement and initiatives to promote a diverse workforce and will request to interview students and graduates whose education, training and background have prepared them for open and upcoming positions at PR MA LLC.

### **Career Fairs**

Members of the hiring team and/or the Human Resources/Diversity Director will attend career fairs in which minorities, women, and other underrepresented groups traditionally participate and circulate open job postings and related information.

### **Leadership Development**

PR MA LLC will provide internal development opportunities for all employees and contractors. Every person in the company will have the opportunity to develop new skills and take on progressive responsibilities as part of their career path and the company's succession planning. Each manager will be required to develop employees for promotion and advancement within the company and encourage each employee to take advantage of the necessary training that will enable them the opportunity to qualify for a current or future open position.

### **Hiring Team and Review Procedures**

- The hiring team will be comprised of management personnel.
- The hiring team will develop job descriptions including Key Result Areas, Key Performance Indicators, and Position Requirements for each position in the Production Facility.
- Talent Attraction will include print and social media.
- Talent Acquisition will follow the guidelines outlined in the Diversity Plan.
- Agency resources will be considered based on local recommendation. Focus will be on local populations residing within 30 miles of the facility for turnover prevention and maximum local economic impact.
- An online application will be required, including prescreening questions, work history, education, and relevant certifications; the application process will require submission of a Letter of Interest and Curriculum Vitae.

- All applications will be reviewed, qualified applicants will be interviewed by members of the hiring team.
- Successful applicants will be subject to a Background Check

### **Employment Letter**

- An employment offer will be made and concluded with an Employment Letter. Management employees will typically receive a 6-month agreement. Hourly employees will receive an at-will offer of employment with a 90-day probationary period.
- The Employment Letter will include job specific, employment specific, and performance specific terms, along with employment terms.
- The Employment Letter can be renewed and/or extended based on the business requirements and the employee's individual performance.
- The Employment Letter will be concluded in writing prior to the employees' first day of work, typically during the employee's Orientation.

### **Employment Orientation**

The Orientation will be conducted prior to or on the employee's first day of work and will include the following information and acknowledgements:

- Execution of the Employment Letter
- Job description, Key Result Areas, and performance expectation
- Health Insurance and other company or social benefits
- Work Days and Hours (8 hours per day or 40 hours per week for full-time) and Holiday/Vacation Time (one week after 90 days of service, escalating after year 1 and year 3)
- Workplace policies, including those requiring an alcohol, smoke, and drug-free work environment
- Protection from Discrimination under EEOC and local laws and regulations
- Additional Company Policies and specific cannabis requirements
- Tour of the facility

At the completion of orientation, the employee will be asked to sign an acknowledgement of the following:

- Employees are required to report any new or pending legal charges or convictions immediately to the Human Resources/Diversity Director. If the employee is charged with a controlled substance-related felony or any other felony, the Director will report it to the Commission.

- Personnel must maintain and carry with them the appropriate Marijuana Establishment Agent identification at all times in a PR MA LLC facility, while in possession of marijuana, or while performing job-related duties.

PR MA LLC will implement SOPs to require that employees report any new or pending criminal charges or convictions. If an employee is charged or convicted of any felony, PR MA LLC shall report it immediately to the Commission.

### **Staff participation in SOP Review**

As a part of training, employees will be taught the importance of a regimented system that will ensure PR MA LLC Standard Operating Procedures (SOPs) are continually audited and updated. Consistent with PR MA LLC's efforts to emulate the requirements put in place by relevant governing entities, PR MA LLC will teach employees that the most frequently reported deficiencies during inspections are the outcome of a lack of written SOPs, outdated or unsuitable SOPs, and/or failure to adhere to available SOPs.

PR MA LLC will further empower employees to embrace the SOP program and participate in keeping it up-to-date by selecting an internal team of employees who will fill various roles as part of the SOP team. These roles will include SOP managers who oversee SOP program or subject matter experts (SME). Any employee employed with the company who knows their position fluently may serve as an SME. The SME for how to sanitize storage areas may be different from the SME for how to properly track seed inventory. By giving all employees the opportunity to become an SME within their position, PR MA LLC will empower and motivate employees to participate in the evolution of the SOP manual.

A key component of ensuring that all employees are trained on SOPs is including all staff in the process of revising SOPs in an ongoing, regimented manner. PR MA LLC's best practices for amending SOPs will be based on five key principles, which will be reinforced to all employees at each quarterly SOP meeting. These five principles include:

1. Reviewing the system to monitor each SOP and evaluate how current and accurate it is. This step invokes employee participation by encouraging all employees to report needed changes, updates, or concerns to management or SOP manager.
2. Assigning approved versions of SOPs a version number to make certain that it is always the most current and up-to-date SOP that is to be followed by all employees.
3. Reinforcing to all employees that the approved and updated versions of SOPs can only be found via the official, updated SOP manual or equivalent (such as a read-only document on the facility's intranet)

4. Employees should look for a watermark on all draft copies to clearly indicate them as "DRAFTS" or "APPROVED"
5. Reiterate to all employees that keeping PR MA LLC's SOP program current and up-to-date is essential for the company's survival, and that everybody is a part of this process and encouraged to participate in keeping the SOPs properly revised.

PR MA LLC shall retain all training material and attendance records for every employee and place them in each employee's personnel file for inspection by relevant governing bodies at any given time.

## **Policy for Complaint Resolution Process**

PR MA LLC will encourage fair and consistent treatment of all employees and operators and will not tolerate any form of harassment, intimidation or coercion of any employee, which will be emphasized in employee training modules.

PR MA LLC is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If an employee or operator believes he/she has been the victim of harassment or discrimination, or know of another employee who has, they are instructed to report it to a manager immediately. Employees can raise concerns and make reports without fear of reprisal. Any manager who becomes aware of possible harassment should promptly advise the Human Resources/Diversity Director, who will handle the matter in a timely and confidential manner.

The manager will take each complaint of discrimination/harassment seriously and will not make judgments or opinions as to the validity of the complaint. All allegations will be investigated by the Human Resources/Diversity Director in a confidential and timely manner. Appropriate corrective action will be taken when warranted.

Any employee who is found, because of the investigation, to have engaged in harassment or discrimination is in violation of this policy, and will be subject to disciplinary measures, up to and including termination of employment. Retaliation in any form against any employee who exercises his or her rights to make a complaint is strictly prohibited, and will itself be cause for disciplinary action being taken, up to and including termination.



## **Dismissal**

Any agent who has violated the PR MA LLC employee policies will be subject to behavioral review and possible employment termination. Any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor will be subject to immediate dismissal.

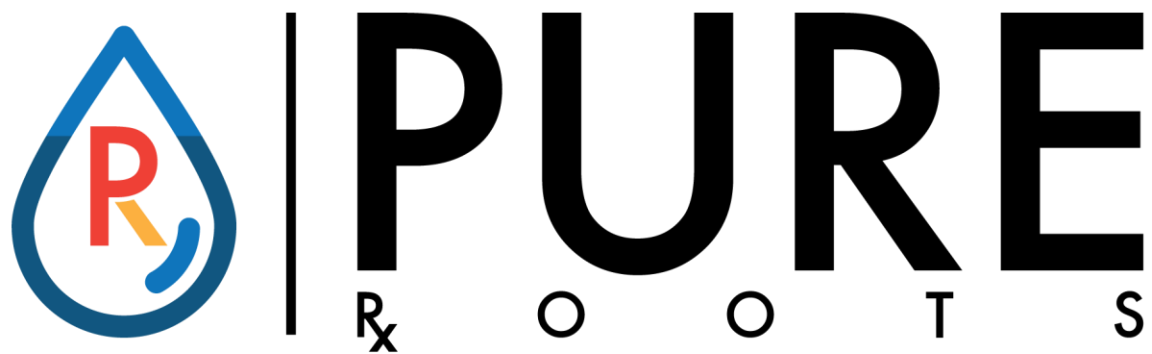
## **Storage and Security of Employee Records**

PR MA LLC will store employee records, including confidential information, on a secure, password protected server, managed by the Human Resources/Diversity Director. Employee records will also be backed up on an additional secure, password protected server, and will be maintained for at least 12 months after termination of the individual's affiliation with PR MA LLC. Records will include:

- Executed Employment Letter
- Background checks, applications, documentation of verified references, and other pertinent hiring documents
- Job description that includes duties, authority, responsibilities, qualifications, supervision, key result areas, and performance expectations
- Details on offered health and welfare insurance, work days and hours, and time off details, along with any relevant additional company benefits
- Training documentation, acknowledgements, and test scores. This will include all required training, including privacy and confidentiality requirements, and the signed statement of the agent indicating the date, time, and place the training was received, the topics discussed, and the name(s) and title(s) of training personnel. This will also include notice of completed responsible vendor and 8 hour related duty training.
- Continuing education requirements, and certificates
- Documentation of periodic performance evaluations
- Attendance and behavior or disciplinary action records, as relevant

All curriculum studied and pertinent test scores will be added to the employee's permanent file, and can easily be produced in case any regulatory authority requests to see this documentation.

All employee records will be maintained through secure systems in a dedicated file that includes their background check and all confirmations and acknowledgements of initial training and continuing education completions. These systems will also track employee attendance and house staffing plans, which will include accessible business hours and safe cultivation conditions. These secure systems track all activity so that information can only be edited, not deleted, and appropriate authority levels can be set for each employee with access to the records. Information on the systems is cloud-based, allowing for access to records regardless of computer used and minimizing the risk of record destruction.



**PR MA LLC Maintaining of Financial Records**

PR MA LLC will maintain all financial records for review by the Cannabis Control Commission. These physical records will be secured in a locked filing cabinet kept in the manager's office at each facility. PR MA LLC shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. Business records to be maintained shall include the following:

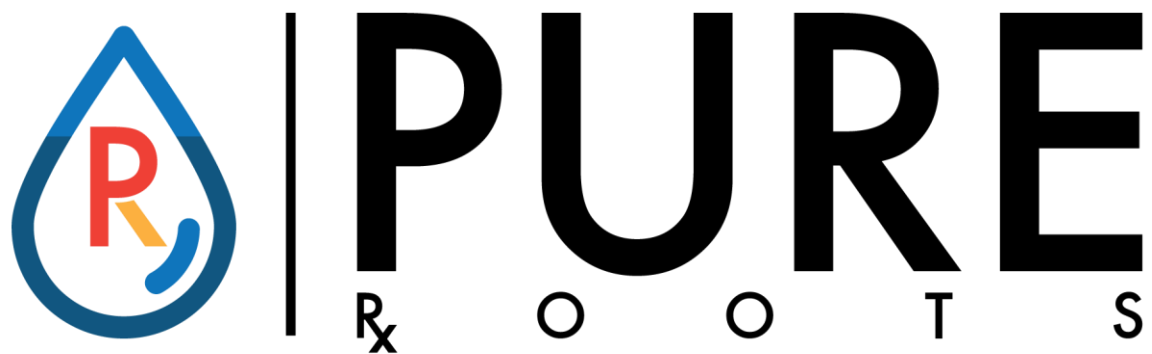
- Assets and liabilities,
- Monetary transactions,
- Books of accounts,
- Sales records,
- Salaries and wages paid to each employee

PR MA LLC will maintain separate accounting practices for marijuana and non-marijuana sales at the point-of-sale.

PR MA LLC shall not manipulate or alter sales data in any form or in any way including software. To ensure this, PR MA LLC will conduct, at a minimum, a monthly analysis of equipment to ensure that no software has been installed that could be used to manipulate or alter sales data. Each analysis will be documented, and records of when and how each analysis is performed shall be maintained and provided to the Commission on request. If PR MR LLC determines that software or other methods has been used to manipulate or alter sales data, PR MA LLC will immediately disclose this information to the Commission, cooperate fully in any investigation, and take such other action directed by the Commission.

Redundant copies of electronic financial records will be saved on a secure server and tracked by the Compliance Manager. Every contract, purchase invoice, bills of lading, manifest, sales records, copies or bills of sale and all records regarding purchases will be maintained on a secure server. In addition, bank statements and canceled checks, accounting and tax records will also be maintained in perpetuity on a secure server.

The PR MA LLC Compliance Manager will be held responsible and accountable to ensure all records are maintained. Failure to do so may lead to penalties up to and including termination.



**PR MA LLC Qualifications and Training**

PR MA LLC will require mandatory training for all employees prior to performing their job functions. As required under 935 CMR 500.105(2)(a), staff shall receive a minimum of eight hours of on-going training annually. This will include Responsible Vendor training, as required under 935 CMR 500.105(2)(b). All owners, managers, and employees will complete the Responsible Vendor program after July 1, 2019 or when available. Further, PR MA LLC will require that the Responsible Vendor program training be completed successfully within 90 days of hire. PR MA LLC will retain all Responsible Vendor Program documentation for a minimum of 4 years. These records will be kept in accordance with all other record keeping requirements set forth by the Commonwealth of Massachusetts.

All employee records will be maintained through secure systems in a dedicated file that includes their background check and all confirmations and acknowledgements of initial training and continuing education completions. These systems will also house staffing plans and track employee attendance. These secure systems track all activity so that information can only be edited, not deleted, and appropriate authority levels can be set for each employee with access to the records. Information on the systems is cloud-based, allowing for access to records regardless of computer used and minimizing the risk of record destruction.

### **Employee training for inventory and recordkeeping**

Implementation of PR MA LLC tracking programs includes three components, starting with extensive employee training. Installation of the necessary software and hardware must occur for the internal proprietary Seed-to-Sale tracking system. Finally, physical hard copies of all inventory must be maintained.

PR MA LLC anticipates spending two weeks on training on these inventory management measures alone. Staff will get to use the internal system on simulated product and sales when they attend their training course in Massachusetts at PR MA LLC's mock facility.

In addition, staff must pass all courses regarding inventory management, including procedures regarding deliveries, shelving practices and first-in-first-out (FIFO) policies.

Finally, all employees will be expected to have a thorough understanding of proper packaging labeling of marijuana. Employees responsible for packaging, label creation, affixing labels, label and packaging inspections, shipment staging and preparation, and transportation of marijuana will be extensively trained in and tested on—both upon hire and during annual refresher training—creating, identifying and properly handling compliant and non-compliant labels. These standard operating procedures and policies will be covered at initial training.

## Employee Training

PR MA LLC understands that it is critical for all employees to be knowledgeable of all laws, regulations and company Standard Operating Procedures (SOP). This is accomplished by providing an exemplary training and education program. All employees shall complete an extensive two-week training program that covers core and job-specific training prior to being allowed to interact independently with consumers. The first forty-hour week shall be conducted within a classroom setting and mock facilities. Live presentations, video conferencing, and printed and online materials, including an employee handbook and standard operating procedures, will be utilized to deliver this training. These materials will be available to employees for the duration of their employment. Emphasis will be placed on essential compliance knowledge, including:

- Identification-verification procedures
- Refusal of admittance or sale pursuant to 935 CMR 500.140(5)
- What constitutes the licensed premises and where customers are permitted to go
- Point of sale training, including training in marijuana product information, how much a consumer may purchase (nor more than one ounce of marijuana or five grams of marijuana concentrate per transaction, pursuant to 935 CMR 500.140(4)), authorized uses of marijuana, and how to explain these rules and regulations to a consumer
- Responsible-use training, including recognizing the signs of adverse effects of marijuana use and potential abuse and resources
- How to properly weigh and handle product
- Cash handling
- What labeling is required and how to read that labeling
- Verifying that child-resistant packaging is being used
- Understanding how to explain the differences between products and how they affect the consumer, as well as strains, types of cultivation, attributes of different strains and products, limits, serving size, and consumption information
- Drug database training
- Security protocols and compliance, including badge/license requirements, building access, dress guidelines, personal belongings, use of electronic devices, surveillance, confidentiality, code of conduct, loss prevention, recording and reporting, preparedness for regulatory inspections and law enforcement interaction
- Inventory tracking and record keeping system training

- Workplace and employee safety procedures, including personal injury and illness prevention, emergency action plan, safe equipment uses, safe product handling, and substance abuse prevention and detection
- Time and attendance; payroll systems; employee guidelines including policies that all PR MA LLC facilities are alcohol, smoke, and drug-free workplaces
- Best practices

In addition, all employees will receive comprehensive training on safe food handling, above and beyond what is required by law, at a minimum covering requirements outlined in 105 CMR 500.000 and 300.000. Employees will be required to complete training which will include education on proper sanitation, allergens and best practices, including FIFO (First In, First Out). PR MA LLC's standard operating policies and procedures for safe food handling will be part of the mandated employee training program, and will also be available in a printed manual on-site and through the company intranet.

Employees will be tested at the end of the week to ensure comprehension; those who do not show sufficient retention of the information will be dismissed. Successful employees will be required to sign documents that acknowledge the training they have received, which shall include the employee's name, the course title and content, the date of the training, and the name and signature of the trainer. These acknowledgements and any certificates of completion will be retained in the file of each respective employee.

The second forty-hour week is conducted within an actual retail facility, where the new employee will be accompanied by a trainer for the duration of the training. The new employee will conduct all tasks a staff member in their position may be requested to perform while being supervised and will be encouraged to ask questions.

PR MA LLC's procedures pair experienced employees with inexperienced employees to ensure proper training takes place and that all steps for handling marijuana products are trained correctly ensuring that all procedures are followed for preventing diversion or contamination of marijuana. Employees will learn that during all steps in the chain of custody, when handling marijuana products, there is a constant policy of dual control so that there are always two employees present at any time marijuana products are being handled or passed from one employee to another. Any deviation from company policy or best practices will be corrected. At the end of the second week, a final decision will be made as to the new employee's capability to perform the job compliantly and professionally. Any new employee who does not meet standards will either be excused or sent for additional training, depending on the circumstances.



Additionally, PR MA LLC understands that a key focus of employee training must be product knowledge. Given the fact that the number and types of marijuana products continue to increase, ensuring that staff are well-versed in the multitude of available products is key to ensuring patients have a positive experience. After completing their training, staff are required to continuously update their knowledge by consulting with the company's online training modules that cover every product from every brand carried by PR MA LLC. Sales staff will be able to answer consumer questions about any product in the store with certainty so that consumers can feel confident and comfortable with their purchases.

## **Continuing Education**

PR MA LLC will maintain an intranet that is accessible only to employees, which will be used to disseminate critical updates and ongoing training. After an employee has completed their initial training, they are required to log into PR MA LLC's intranet at the beginning of each shift. The intranet is used to remind and update employees of company policies and any regulatory or internal policy changes. All employees are required to complete at least eight hours of additional training programs every year to increase their knowledge, further specialize in their areas of interest, and remain compliant with Massachusetts regulations. Topics to be discussed in continuing education include:

- How to provide consumer support
- Identifying indicators of substance abuse
- Guidelines related to refusing service due to consumer intoxication or perceived substance abuse pursuant to 935 CMR 500.140(5)
- Safe product handling, including current health and safety requirements, common industry challenges and best practices
- Any changes within the marijuana program, including changes to the rules and regulations

Continuing-education courses may also include video lectures, PowerPoint presentations, and/or written material, and each course will be accompanied by a multiple-choice test that the employee must pass to be deemed competent in the subject matter. The duration of each course varies based on the time needed to thoroughly cover the topic at hand, but most courses can be completed in one to two hours. Specific continuing education courses will be required to be completed prior to an employee's advancing to a new position.

The continuing-education program will ensure that employees are always up-to-date on industry and regulatory standards and developments. PR MA LLC will use a combination of accredited training courses, via a classroom setting and required reading, to ensure employees have the most up-to-date knowledge about marijuana law, application, and business operations. Upon completion of a curriculum and achieving an acceptable test score, the employee will be certified with the accredited training. This success will be a factor in performance reviews, bonuses, and promotions. Additionally, all curriculum studied and pertinent test scores will be added to the employee's permanent file and can easily be produced in case any regulatory authority requests to see this documentation.

### **Consumer Education Practices**

PR MA LLC employees will be trained extensively in how to educate consumers in their initial training, as well as through ongoing continuing education programs provided by PR MA LLC. Patient education includes, but is not limited to, methods of consumption, terpene profiles of each flower strain used in products, and safe storage and consumption. PR MA LLC also will provide printed materials to consumers regarding warnings of the lack of FDA approval, impairment and driving prohibitions, safe consumption, and all other requirements listed in 935 CMR 500.140(8). This material will be available in commonly spoken languages, both in paper form and on display within the facility, and accessible for the visually- and hearing-impaired.

### **Training Development**

PR MA LLC will implement a formal system to monitor standard operating policies and procedures quarterly to ensure that all procedures are up-to-date and will be revised to reflect any new advancements in research or changes to retail center procedures. Our staff will be responsible for monitoring national and international research and providing quarterly updates to our company's senior management team of the latest industry and regulatory findings. In conjunction with our internal findings and input from frontline employees, the company's key personnel, including managers and ownership, will scrutinize the standard operating policies and procedures to ensure the best practices are in place.

Furthermore, all employees will be taught to recognize when an operating procedure is out of date or requires revision. PR MA LLC will set up an internal reporting system whereby any employee can report to management when there is a need to update or revise any piece of the standard operating policies and procedures, as well as what those changes should be. This will make the employee cognizant of their integral role in ensuring compliance.

Quarterly, key personnel, with the input of staff, will prioritize the identification of any policies, procedures, and training materials that need to be updated and will commence implementation into the standardized manual system, so that the most up-to-date information is available to all employees. Staff will disseminate updated materials through two means – at quarterly staff meetings and during continuing-education sessions. The manager will hold a mandatory staff meeting, which all employees will be required to attend, to review all new updates made to standard operating policy and procedure manuals. Once all new changes have been reviewed and the manager has made sure that all staff fully understand all the new changes, a test will be given to ensure that all employees are fully educated to be compliant with all newly-revised policies and procedures. A minimum score of 100% will be required before an employee can return for work. In the event an employee does not achieve a perfect test score, they will work with upper management, as well as the manager, and attend further trainings and test sessions until they are able to achieve a perfect test score, thus demonstrating that they are up-to-date regarding all revisions.

## **Qualifications**

PR MA LLC plans to employ professionals in the following positions for retail operations:

1. General Manager
2. Human Resources/Diversity Director
3. Compliance/Security Director
4. Sales Manager
5. Retail Facility Manager
6. Inventory Specialist
7. Maintenance Manager
8. Sales staff leads
9. Sales staff
10. Security guards (contract)

## **General Manager**

The General Manager directs and coordinates activities of the PR MA LLC facilities and develops and implements practices, policies, and strategies that support a performance and results-driven culture. The General Manager ensures all transactions and the implementation of wholesale processes comply with state and local laws, in collaboration with the Compliance/Security Director, and that service exceeds customer expectations. The General Manager reports to the Principals of the company and oversees marijuana cultivation, inventory

management, security and transportation, safety, compliance, administration, community outreach, facility management, and consumer education plans. The General Manager is responsible for formulating and administering company policy and procedure by performing these responsibilities personally or through subordinate managers.

Qualifications include the following:

- Five years in progressively responsible management positions
- Ability to manage a team of staff members at a time during normal business hours in a fast paced, heavily regulated environment
- Experience in inventory management and reconciliation
- Excellent oral and written communication skills
- Proficient computing skills
- Innate desire to achieve success and a work ethic to match
- High level of integrity
- Degree in business, management, or related areas, preferred
- Experience working in a heavily regulated industry, preferred.
- Proper licenses, if necessary, to include passing regulatory background check related to criminal background, civil /administrative concerns, etc.

### **Human Resources/Diversity Director**

The Human Resources/Diversity Director is responsible for hiring procedures, talent recruitment, employee retention efforts and incentives, payroll and other relevant human resources duties. The Human Resources/Diversity Director will ensure that diversity is a priority across the company and that policies are written and implemented to promote diversity, equal opportunities, and staff development. This Director will serve as the point of contact for the Department and will appoint an Employee Resource Group to meet quarterly and ensure that the Affirmative Action Plan is properly implemented. The Diversity Director will develop policy statements and programs, will measure defined objectives and develop plans for improvement, will assist with internal and mandated reporting, will serve as the liaison with local organizations involved in diversity workforce programs, and will conduct periodic reviews of hires, promotions, classifications, etc.

Qualifications include the following:

- Two years Human Resources and Payroll/ADP experience

- Basic human resources and recruiting functions and procedures. The ideal candidate also has strong connections with organizations working with diverse populations and workforce programs.
- Program evaluation experience, reliable organizational skills, and strong interpersonal skills required.
- Associates Degree required. SHRM Certification Preferred.

### **Compliance/Security Director**

The Compliance/Security Director is responsible for understanding and implementing all state and local regulations. He or she will develop testing and recordkeeping protocols and ensure that they are adhered to, along with proper documentation and review. The Compliance/Security Director is responsible for the ongoing training of staff. Further, the Compliance/Security Director will manage the security systems for PR MA LLC, including security contracts for systems and guards.

Qualifications include the following:

- Strong organizational skills and great attention to detail.
- Manages and supports overall compliance program.
- Performs research to understand requirements of pertinent federal, state and local regulatory schemes in the organization.
- Analyzes existing policies, identifies gaps and recommends new or revised policies and procedures, approval processes, and monitoring methods.
- Gathers data, conducts analyses, and prepares work related to compliance reviews. Experience managing contracts.
- Ability to prioritize and multi-task.
- Problem Solving Skills.
- Strong knowledge of Microsoft Office Programs (Word, Excel, Access), QuickBooks and general computer skills.

### **Sales Manager**

The Sales Manager is responsible for managing the sales operations across PR MA LLC activities. The Sales Manager must be effective at setting goals and metrics, training sales leads and staff at each retail facility, and holding employees accountable to company expectations. The Sales Manager must ensure that sales protocols comply with internal and external policies and he/she will work closely with the General Manager and Compliance/Security Director to ensure

the sales team is properly trained, achieving their goals, and providing the highest level of customer service to patients.

Qualifications include the following:

- 5-7 years of retail experience and 3+ years of experience managing large (10+ employees) sales teams.
- Must have strong communication and organizational skills, and a customer-oriented approach.
- Experience managing multiple sites highly preferred.
- Must thrive in a fast-paced work environment, have the diligence to ensure compliance with internal and external codes, and the ability to manage staff and customer expectations.

### **Retail Facility Manager**

The Retail Facility Manager's duties and responsibilities include general operational management of the retail facility, such as ensuring accuracy and compliance in all transactions, performing the required duties to record all sales and inventory transactions in accordance with state and local laws and regulations, and maintaining established standards of presentation, customer service, and compliance. The Retail Facility Manager will coordinate with the executive management team and the retail managers from other PR MA LLC retail sites to ensure all employees have accurate, up-to-date knowledge and materials related to their position and will be responsible for preparing the training materials for safe handling of products and safe operation. In coordination with the Compliance/Security Director, the Retail Facility Manager ensures that all transactions and the implementation of other retail processes comply with state and local laws and regulations and that service exceeds customer expectations. Further, the Retail Facility Manager collaborates to develop and implement practices, policies, and strategies that support a performance and results-driven culture, including SOPs for delivery, storage, recordkeeping, security, etc.

Qualifications include the following:

- Three years of progressively responsible retail experience.
- Ability to manage a team of staff members at a time during normal business hours in a fast paced, heavily regulated environment.
- Experience in inventory management and reconciliation.
- Excellent oral and written communication skills.
- Proficient computing skills.

- High level of integrity.
- Experience working in a heavily regulated industry preferred.
- Proper licenses, if necessary, to include passing regulatory background check related to criminal background, civil / administrative concerns, etc.

### **Inventory Specialist**

The Inventory Specialist will work closely with the General Manager to ensure all inventory protocols are followed. The Inventory Specialist will be responsible for the management of the facility's inventory, storage, and associated record keeping. The Manager will also work with the Compliance/Security Director to ensure appropriate presentation of products in the PR MA LLC facility.

Qualifications include the following:

- 2+ years of retail experience, including inventory management.
- Must be excellent at recordkeeping, be detail oriented, and be comfortable maintaining records in an electronic inventory management system.
- Must be able to interface with security personnel and managers to ensure up to date, accurate stock and sale of products.

### **Maintenance Manager**

The Retail Center Maintenance Manager will be responsible for maintenance of the PR MA LLC retail facility to which he/she is assigned. The Maintenance Manager will work closely with their Retail Center Manager to ensure that all facility maintenance and repair needs, including security and surveillance, inventory and storage, etc., are handled in a timely manner according to established protocols.

Qualifications include the following:

- 2-3 years of experience managing facility maintenance at a private company.
- Must pass a background check
- Must have strong organizational and problem-solving skills, and be detail oriented.

### **Sales Leads / Staff**

Sales Leads will be responsible for managing the Sales Staff at each retail facility and will report directly to the PR MA LLC Sales Manager. Leads must have the ability to manage teams,

provide exceptional customer service, and work with the managers to ensure that Sales Staff are properly trained and that transactions comply with internal and external policies. Sales staff will be interfacing with consumers directly and will be responsible for ensuring the highest quality experience for consumers.

Qualifications include the following:

- Sales leads must have 3+ years of retail experience and at least 2 years of team management experience.
- Sales staff must have a minimum 3 years of work experience with at least 1 year in retail, strong communication and organizational skills, and a customer-oriented work ethic.
- All Sales staff must have excellent interpersonal skills, retail experience, and ability to work in a fast-paced, high regulatory environment.

## **Security Guards**

Under the direction of the Compliance/Security Director, the Security team and guards are responsible for security of the cultivation facilities. Security will include on-site security personnel, off site camera review and transportation. Each security team member will be cross-trained.

Qualifications include the following:

- Receives 40 hours of professional training that includes: use of force, managing of aggressive behavior, first aid/CPR/AED, transportation and security requirements in the cannabis industry, baton certification, pepper spray, handcuff training, and handling of emotionally-disturbed individuals training.
- High school diploma or GED required. A college degree in a related field or three years of law enforcement experience as a sworn Police Officer or Military Police Officer, or five years of experience in security or protective force services, or a combination of experience and relevant education is preferred. Prior military experience preferred.
- Capable of prioritizing tasks and setting priorities during the work shift.
- Capable of using sound judgment when making field decisions.
- Ensure incidents, problems and issues of concern are escalated (notification made) to the designated client and regulatory agencies.
- Possess the ability to apply common sense knowledge and technical skills to correct problems in the field.
- Ability to clearly and accurately prepare reports for local office use.
- Must possess a professional demeanor and positive and professional image.



- Ability to work independently.

## **PR MA LLC DIVERSITY PLAN**

PR MA LLC will implement a comprehensive Diversity plan that will target and monitored all hiring aspects of the business to ensure the company promotes equity among minorities, women, veterans, people with disabilities, and LGBTQ throughout company operations.

Throughout its hiring procedures, PR MA LLC is dedicated to the core belief that success is established through diversity and inclusion at all participation levels, which includes ownership, management, employment and contracting opportunities. This commitment to diversity extends to the company's relationships with contractors and suppliers and all members of the community. Each section of the Diversity Plan is designed to give PR MA LLC an advantage by having diverse human resources to operate its facilities.

### **The Diversity Plan**

The goal of the Diversity Plan is to encourage greater participation from diverse groups and participants that have been historically under-represented in Massachusetts. Our workforce **participation goal is 50% women; 10% LGBTQ+; 10% Veterans; 10% persons with disabilities; 20% minorities.** Accountability for this plan will be maintained through consistent application by all employees, the collection and analysis of relevant data, and complete transparency in record keeping and reporting throughout the company. Based on established best practices, PR MA LLC has adopted an effective Diversity Plan, which will be updated on an annual basis by company executives.

Successful implementation of the Diversity Plan is a top priority for senior managers and executives at PR MA LLC. PR MA LLC will model their commitment to the Diversity Plan via an Employee Resource Group ("ERG"), which will convene quarterly and ensure that the goals of this plan are met. As stewards for participation, reporting and accountability in fulfilling the company's Diversity Plan, PR MA LLC senior management and executives will:

- Develop policy statements and programs to effectuate the Diversity Plan.
- Ensure the mission statement is posted and practiced throughout the organization.
- Measure effectiveness monitor defined objectives and develop plans for correction and improvement.
- Create and compile information that will assist internal and any mandated reporting requirements related to staffing and diversity.
- Train and develop PR MA LLC management to comprehensively implement the Diversity Plan and provide leadership with updates or developments related to diversity in employment and contracting.
- Create liaisons between PR MA LLC and local organizations concerned with employment opportunities for minorities and women, community action groups and community service programs.
- Conduct quarterly reviews of hires, promotions, terminations, job classifications, management and supervisory practices, work assignments, training, promotions / advancements, and other terms and conditions of employment as needed, to ensure adherence to the goals of the Diversity Plan.
- Assist the designated procurement staff in fulfilling the goal of creating participation opportunities for additional diverse groups in the supply of goods and services to the facility and develop a diverse group vendor list.
- Advertise all positions with different chamber of commerce's, such as the LGBTQ+, newspapers that are specific to minority groups and Facebook postings.

### **Management Participation**

PR MA LLC executives are responsible for Diversity Plan implementation; however, the managers are the front line to all employees and contractors. They are responsible for identifying objectives and areas for improvement, fair and consistent treatment of employees, discouraging harassment, and nurturing a collaborative work environment that appreciates diversity.

### **Diverse Recruiting Practices - Hiring Plan**

- PR MA LLC will incorporate the following steps to ensure that the Diversity Plan is followed in the

recruitment of employees:

- The hiring team will notify all managers on a regular basis of all open positions.
- PR MA LLC will post job openings as need for the operations.
- The hiring team will identify and coordinate recruitment efforts with employment sources serving diverse participants or diverse groups.
- Hiring team will post job openings with local colleges, universities, community colleges, trade schools, minority organizations, social organizations and other organizations involved in higher education. **All job advertisements will be strictly tailored to individuals 21 years of age or older. No person under the age of 21 will be employed by PR MA LLC.**
- Job advertisements will be posted on a monthly basis when needed.
- Hiring team will have a career section on its website explaining PR MA LLC's Diversity Mission Statement and list of available job openings.
- Hiring team will post job openings on the company website with a brief description /minimum requirement to attract internal and external applicants. Each posting will remain on the website for a minimum of three (3) days.
- Hiring team will advertise job openings using typical advertising means, which will include advertising in publications designed to reach a diverse pool of applicants in surrounding counties.

PR MA LLC will also offer opportunities to vendors, contractors and other service providers throughout Massachusetts to encourage their participation in furtherance of mutually beneficial success. PR MA LLC has sought opportunities with diverse groups and participants, which are vendors, contractors, suppliers and other service providers throughout Massachusetts, as well as employees, to enhance the participation of such groups in furtherance of the Diversity Plan.

To accomplish this goal, PR MA LLC will seek out in our bidding process locally owned companies and companies that have diverse ownership backgrounds and employees. As part of the process will require potential companies to list the percentage of their employees fall under the same categories as our plan tracks.

Once the revenues that will be paid to these contractors has been determined, these amounts will be reported directly to PR MA LLC executives. PR MA LLC's company goal is to ensure 25% of the business is dedicated to these diverse groups in terms of proportion of staff and dollars of contracting efforts. PR MA LLC will work to exceed this goal at every opportunity.

#### Contracting Opportunities

As stated above, PR MA LLC is committed to sourcing 25% of our contracting needs to companies that are owned and operated by women, veterans and LGBTQ individuals. PR MA LLC will apply the following of the 25 percent: 15 percent to women-owned business, 5 percent each to veteran and LGBTQ-owned companies. Contracting opportunities will be on our website and posted in newspapers for companies to apply. These companies will need to fill out a required form providing the ownership of their company during the selection process. These documents will be kept and presented as part of our annual review.

#### Diversity Awareness Training for Employees

All employees will be required to complete a Diversity Awareness Training Program as part of orientation. This training will emphasize on building an awareness of the valued differences of fellow employees and contractors. These efforts will be designed to ensure that all employees and contractors are aware of the company's diversity philosophy, non-discrimination policy, and complaint resolution process, and that employees are able to incorporate these concepts and philosophies into their daily routines in the workplace. In addition to these topics, PR MA LLC's managers will have additional training that focuses on dispute resolution, managing complaints, and understanding the impact to the workplace when diversity and inclusion are not practiced. This program is mandatory for all employees as new hires. All employees will participate in diversity Awareness Training twice a year.

#### Non-discrimination

PR MA LLC will make reasonable accommodations for qualified individuals with known disabilities unless

doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their manager or PR MA LLC executives. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

## **Annual Reporting**

### **Audit and Reporting for Employees and Contractors**

PR MA LLC's human resources staff shall track company progress to carry out various internal and external policies of the Diversity Plan and will receive employment and procurement activity reports for each department and diverse participation reports, at a minimum on a quarterly basis. These reports will be used to put together a progress report on the Diversity Plan and the Annual Workforce Utilization Report (described below) to be reviewed by PR MA LLC executives and senior leaders, including the Human Resources Director. PR MA LLC will also use this information to continually improve upon its current Diversity Plan. Should under-representation be discovered in these reports, the management will establish new placement goals and change certain processes to eliminate under-representation of these diverse groups or participants in those areas of concern.

### **Annual Workforce Utilization Report**

PR MA LLC will monitor and file an annual report with its Board and any relevant state or local monitoring agency which sets forth the company's performance in fulfilling the goals of the Diversity Plan. The report will contain the following, at a minimum:

#### ***Diverse Participants.***

Employment data, including information on "diverse participant" representation in the workforce in all job classifications; average salary ranges; recruitment and training information, including executive and managerial level recruitment and training; and promotion, retention, outreach efforts and termination records. These records will be collected and recorded as described above. This will be a count of each person employed by PR MA LLC in accordance to our goals for hiring which are stated above in the plan.

#### ***Diverse Groups.***

The total number and value of all contracts and/or contractors awarded for goods and services. A list of each subcontract awarded to a diverse group during each calendar quarter and the actual value of each such contract. These records will be collected and recorded as described above. This will be a report of the contractors who applied and where hired. That report will include how many employees and what percentage that they make up of the total work force.

***A description of all efforts made by PR MA LLC to monitor and enforce the Diversity Plan.*** In addition to this Plan's described policies, processes and procedures described herein, additional evidence of compliance that may be provided includes copies of 1) additional employment policies and practices; 2) letters sent to contractors stating the EEO/affirmative action policy; 3) letters sent to recruitment sources and community organizations; 4) contract language incorporating the regulatory EEO clause and commitment to diversity; 5) information on each diverse group's investment, equity ownership, and other employment opportunities initiated or promoted by PR MA LLC; and 6) other information required by the state or local jurisdictions to ensure compliance of the Diversity Plan.

## **Leadership Rating Criteria: Social Justice Leader**

**PR MA LLC understands the commission is still developing the standards associated with Leadership Rating Criteria. PR MA LLC will adhere to all published guidelines and rules provided by the Cannabis Control Commission when they become available. This plan will be adjusted to meet the standards set forth by the commission.**

Our plan and the reports within the plan, will be reviewed and submitted annually. This plan will adhere to the requirements set forth in 935 CMR 500.105(4). Section 500.105(4) in 935 CMR provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of PR MA LLC. This plan and any actions taken, or programs instituted by PR MA LLC, will not violate the Cannabis Control Commissions regulations with respect to limitations on ownership or control or other applicable state laws.