



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282202
Original Issued Date: 05/18/2021
Issued Date: 05/18/2021
Expiration Date: 05/18/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Terrasol LLC

Phone Number: 508-649-0387 Email Address: Ian.Woods@terrasolllc.net

Business Address 1: 702 N Montello St.

Business Address 2:

Business City: Brockton

Business State: MA

Business Zip Code: 02301

Mailing Address 1: 702 N Montello St.

Mailing Address 2:

Mailing City: Brockton

Mailing State: MA

Mailing Zip Code: 02301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 60

Percentage Of Control:

60

Role: Owner / Partner

Other Role:

First Name: Ian Last Name: Woods Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), American Indian or Alaska Native
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
Entity with Direct or Indirect Authority 1

Percentage of Control: 40 Percentage of Ownership: 40
Entity Legal Name: Marsogn3 LLC Entity DBA: DBA City:
Entity Description: Domestic Limited Liability Company (LLC)
Foreign Subsidiary Narrative:
Entity Phone: 774-826-9581 Entity Email: Marsogn3@gmail.com Entity Website:
Entity Address 1: 702 N Montello St. Entity Address 2:
Entity City: Brockton Entity State: MA Entity Zip Code: 02301
Entity Mailing Address 1: 702 N Montello St. Entity Mailing Address 2:
Entity Mailing City: Brockton Entity Mailing State: MA Entity Mailing Zip Code: 02301
Relationship Description: Marsogn3 LLC is the funding group for Terrasol LLC. The agreement was authorized by a Partnership Operating Agreement for Terrasol LLC between Marsogn3 LLC and Terrasol Group LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: 60 Percentage of Ownership: 60
Entity Legal Name: Terrasol Group LLC Entity DBA: DBA City: Brockton
Entity Description: Domestic Limited Liability Company
Foreign Subsidiary Narrative:
Entity Phone: 508-649-0387 Entity Email: Ian.woods@terrasolllc.net Entity Website:
Entity Address 1: 87 East Ashland St. Entity Address 2:
Entity City: Brockton Entity State: MA Entity Zip Code: 02302
Entity Mailing Address 1: Po Box 493 Entity Mailing Address 2:
Entity Mailing City: Brockton Entity Mailing State: MA Entity Mailing Zip Code: 02303
Relationship Description: Ian Woods is the owner of Terrasol Group LLC, which owns Terrasol LLC. The partnership agreement was formed between Marsogn3 LLC and Terrasol Group LLC over percentage and equity shares of Terrasol LLC, which Terrasol Group LLC currently owns 100%.

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
Entity Contributing Capital 1

Entity Legal Name: Marsogn3 LLC Entity DBA:

Email: Marsogn3@gmail.com Phone: 774-826-9581

Address 1: 702 N Montello St.

Address 2:

City: Brockton

State: MA

Zip Code: 02301

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$20100 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 702 N Montello St.

Establishment Address 2:

Establishment City: Brockton

Establishment Zip Code: 02301

Approximate square footage of the establishment: 900 How many abutters does this property have?: 20

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Brockton HCA Letter of Acknowledgement.jpg	jpeg	5dead29426aa77532085edfa	12/06/2019
Community Outreach Meeting Documentation	Community Outreach Certification.jpg	jpeg	5dead44f170b4c5353e3db15	12/06/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant Update.pdf	pdf	5efa3c8b72a76f6c059984c5	06/29/2020
Community Outreach Meeting Documentation	Community Outreach Attestation Form.pdf	pdf	5efaa2d372a76f6c05998637	06/29/2020
Community Outreach Meeting Documentation	Attachment B (Town Clerk), (Mayors Office).pdf	pdf	5efbf0ee57a0a16c3195f021	06/30/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5efca73a3bc38b6be8a7cdcb	07/01/2020
Community Outreach Meeting Documentation	Community Attestation Form.pdf	pdf	5f0dce8e4601b5701e6134d3	07/14/2020
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	5f8602055f18f707b2bf3cfc	10/13/2020
Community Outreach Meeting Documentation	Abutters List 7-14-20.pdf	pdf	5f86029573481907b14cb232	10/13/2020
Community Outreach Meeting Documentation	Community Outreach Notice, Attachment B.jpg	jpeg	5f86039fe4c06f07e61d47bf	10/13/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5f886d526cf7c8390bb98ce7	10/15/2020
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	5f886dd2289aef393bc4efc3	10/15/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	No Struggle No Progress Memorial Foundation Inc Sponsorship Letter2020.pdf	pdf	5efa575272a76f6c059985df	06/29/2020
Plan for Positive Impact	No Struggle No Progress Acceptance.pdf	pdf	5f0dd00862a1117473fb6126	07/14/2020
Plan for Positive Impact	Positive Impact Policy.pdf	pdf	5f860434a54dc507c1f5514c	10/13/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Ian Last Name: Woods Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:
Entity Legal Name: Terrasol Group LLC Entity DBA:
Entity Description: Domestic Limited Liability Company
Phone: 508-649-0387 Email: Ian.Woods@terrasolllc.net
Primary Business Address 1: 87 East Ashland St. Primary Business Address 2:
Primary Business City: Brockton Primary Business State: MA Principal Business Zip Code: 02302
Additional Information:

Entity Background Check Information 2

Role: Partner Other Role:
Entity Legal Name: Marsogn3 LLC Entity DBA:
Entity Description: Limited Liability Company
Phone: 774-826-9581 Email: Marsogn3@gmail.com
Primary Business Address 1: 702 N. Montello St. Primary Business Address 2:
Primary Business City: Brockton Primary Business State: MA Principal Business Zip Code: 02301
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
Date generated: 05/24/2021				

					Date
Department of Revenue - Certificate of Good standing	Terrasol LLC Certificate of Good Standing Dept. of Revenue 11-20-19.pdf	pdf	5dea9b82a9ef3857c445cf3d		12/06/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing Commonwealth 2019.pdf	pdf	5dfef42400f72d57285ee058		12/21/2019
Articles of Organization	Articles.JPG	jpeg	5e137a9cf76dd253236e3ac6		01/06/2020
Bylaws	Terrasol Group LLC and Marsogn3 Partnership Agreement.pdf	pdf	5e7123165f1da0353e2af59f		03/17/2020

No documents uploaded

Massachusetts Business Identification Number: 001266515

Doing-Business-As Name: Terrasol LLC

DBA Registration City: Brockton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	5e3912294fa2b004756a00e8	02/04/2020
Business Plan	Terrasol LLC Business Plan Retail.pdf	pdf	5e7127c2b014bf38e46ca559	03/17/2020
Proposed Timeline	Proposed Timeline.pdf	pdf	5f80b451f3e55207cefa5dfb	10/09/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage of Marijuana.pdf	pdf	5e31c559d29b0704447d4d18	01/29/2020
Inventory procedures	Inventory Policy.pdf	pdf	5e31c5a3813339048c3fa109	01/29/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e391e585b05c304785e6168	02/04/2020
Prevention of diversion	Prevention and Diversion Plan.pdf	pdf	5e391f0c1c3b1d04a32b0b53	02/04/2020
Dispensing procedures	Dispensing Procedures UPDATED.pdf	pdf	5efa47cd7375807accfc5f77	06/29/2020
Diversity plan	Diversity Plan Update.pdf	pdf	5efa47dad1a4246bfac27c56	06/29/2020
Personnel policies including background checks	Personnel Policy Update.pdf	pdf	5efa48c411b1427aed099abd	06/29/2020
Quality control and testing	Quality Control and Testing Policy Update.pdf	pdf	5efa498c1807fa7aabfdc845	06/29/2020
Security plan	Security Plan UPDATED.pdf	pdf	5efa499db0062b7ac1b0ce35	06/29/2020
Qualifications and training	Training and Qualifications Policy Update.pdf	pdf	5efa49c5b0062b7ac1b0ce3d	06/29/2020
Transportation of marijuana	Transportation of Marijuana Policy Update.pdf	pdf	5efa49d6a075ed6c1b90ad2b	06/29/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5efa4bcd7375807accfc5faa	06/29/2020
Restricting Access to age 21 and older	Policy and Procedure for Restricting Access to Age 21 and Older Updated.pdf	pdf	5f0df5104601b5701e613574	07/14/2020

Maintaining of financial records	Maintaining Financial Records Update.pdf	pdf	5f0df5ac5272ec7447e78e3e	07/14/2020
Diversity plan	Diversity Plan.pdf	pdf	5f80b5da8109e507db042007	10/09/2020

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

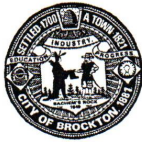
No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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



MOISES M. RODRIGUES
MAYOR

City of Brockton

Office of the Mayor

NICK GIAQUINTO
CHIEF OF STAFF

September 9, 2019

Terrasol LLC
c/o Ian Woods
49 Fern Ave.
Brockton, MA 02301

Re: Host Community Agreement

Dear Mr. Woods,

The basis for the City's review and consideration of any application for a Host Community Agreement includes assessing all applications for their impact on the neighborhood and the community at large in order to ensure the best outcome for the City.

Congratulations. The City of Brockton has selected you as a Host Community Agreement recipient.

Please contact the office of the Mayor for further instructions regarding signing the Agreement.

Sincerely,

Moises M. Rodrigues, Mayor

"City of Champions"


BROCKTON CITY HALL ■ 45 SCHOOL STREET ■ BROCKTON, MASSACHUSETTS 02301
TEL: (508) 580-7123 FAX: (508) 559-7960
mayor@cobma.us

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

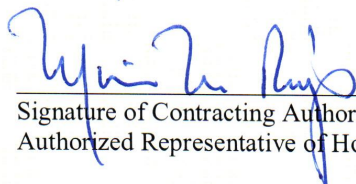
I, Ian Wood, (insert name) certify as an authorized representative of Terrasol LLC (insert name of applicant) that the applicant has executed a host community agreement with Brockton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 11/11 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Moises M. Rodriguez, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Brockton (insert name of host community) to certify that the applicant and the City of Brockton (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11/15/19 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant

Terrasol LLC will create and regularly update our operating agreement, hold and properly document an initial meeting of members/managers, We will hold and properly document annual meetings of members/managers, record any changes in percentage of ownership, any new owners added, etc. in a membership interest. Each applicant for licensure must submit complete background check application information in compliance with the provisions of 935 CMR 500.101(2)(e); Pursuant to M.G.L. c. 94G, §§ 4(a)(xvii) through (xx), the Commission or a Commission Delegee may inspect Terrasol LLC, and affiliated vehicles at any time without prior notice to determine the Marijuana Establishment's compliance with M.G.L. c. 94G, and 935 CMR 500.000. All areas, activities and records of Terrasol LLC, and activities and records of Marijuana Establishment Agents are subject to such inspection. Submission of an application by or issuance of a License to a Marijuana Establishment constitutes consent for such inspection. Terrasol LLC, will allow immediate access to the facility on being presented with photo identification documenting the Commission representative's affiliation with the Commission or a Commission Delegee's affiliation with a state agency with lawful jurisdiction over the operations of a Marijuana Establishment. Terrasol LLC will immediately on request make

available to the Commission or a Commission Delegee all information that may be relevant to an inspection or investigation of an incident or a complaint. We will also make all reasonable efforts to facilitate the inspection or investigation of an incident or a complaint, including the taking of samples, photographs, video or other evidence or recordings, and complying with demands for examination and inspection in accordance with 935 CMR 500.302. Each employee will undergo 8 hours of training, as well as a thorough training on remaining compliant. Terrasol LLC, will also hire a compliance officer with the sole duty to inspect, internally audit, and dialogue and relay any compliance issues or possible risks unforeseen.

During an inspection, the Commission or a Commission Delegee may direct a Terrsol LLC, to test Marijuana for contaminants including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of Pesticides not approved for use on Marijuana pursuant to 935 CMR 500.120(5). An inspection or other investigation may be made prior to the issuance of a License or the renewal of a License. Additional inspections may be made whenever the Commission or a Commission Delegee deems it necessary for the enforcement of M.G.L. c. 94G, and 935 CMR 500.000.

After a Terrasol LLC has been licensed, the Commission or a Commission Delegee, pursuant to M.G.L. c. 94G, § 4(a)(xx), will have access to Terrasol LLC's papers, books, documents, records, correspondence, electronic communications, and other tangible things to examine and inspect. Such examination and inspection may include interrogatories to parties or subpoenas to compel the production of papers, books, documents, records, correspondence, electronic communications, and other tangible things. The examination and inspection of Terrasol LLC may also include the interview of material witnesses, registered agents or Close Associates whom the Commission has determined is involved in the financing, management or operation of an establishment. The Commission or a Commission Delegee may, during a preliminary investigation prior to a hearing, issue, modify, amend or rescind subpoenas. Material witnesses, registered agents, or other Persons whom the Commission has determined are involved in the financing, management or operation of an establishment may petition the Commission to modify, amend or rescind subpoenas. The failure to cooperate with provisions of 935 CMR 500.302 may result in administrative or disciplinary action against the Licensee.

Terrasol will need to obtain a special permit, zoning approval, acquire building permits, obtain a certificate of occupancy, and approval from

health department. Terrasol's location sits in a C2 location, which Brockton only allows in C2 or C3, based on the City of Brockton's zoning regulations. We will need to obtain a special permit, as all recreational marijuana establishments need to. The special permit may last up to 3 years.

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, Ian Woods, (insert name) attest as an authorized representative of Terrasol 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 11/20/19 (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 11/13/19 (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 11/12/19 (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 11/12/19 (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*).

To Brockton City Hall,

This letter is to inform you of Terrasol LLC's community outreach meeting on 11/20/19, at 140 Montello St, Cardoso Bar. We will be discussing our retail dispensary's plans at 702 N Montello St. Brockton, Ma. 02301. You are formally invited to the meeting from 5 p.m. to 7 p.m.

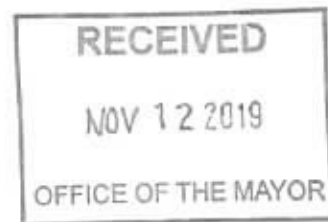
Thank You,

Terrasol LLC

City Clerk

2019 NOV 12 AM 10:52

To Brockton City Hall,



This letter is to inform you of Terrasol LLC's community outreach meeting on 11/20/19, at 140 Montello St, Cardoso Bar. We will be discussing our retail dispensary's plans at 702 N Montello St. Brockton, Ma. 02301. You are formally invited to the meeting from 5 p.m. to 7 p.m.

Thank You,

Terrasol LLC

Plan to Remain Compliant with Local Zoning

To ensure compliance with local zoning, Terrasol LLC and its members have been meeting with Brockton's officials since March 2019. The Company also has meetings scheduled to present to the City's department heads, the City Council, and the Zoning Board of Appeals. The location at North Montello St. is specifically zoned by Ordinance, for recreational dispensaries. Brockton's Zoning By-Laws governs the local licensing requirements for the adult use of marijuana. The Company is in the process of obtaining the required special permit before Brockton's Zoning Board of Appeals, and Tech review and approval by Brockton's Planning Board. The Company will continue its consistent outreach to and communication with City officials, in large part to ensure we remain compliant with all local zoning and licensing requirements, including those established in Brockton's Zoning By-Laws.

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 11/20/2019
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

11/13/2019

b. Name of publication:

The Enterprise

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

a. Date notice filed:

11/12/2019

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

a. Date notice(s) mailed:

11/13/2019

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Terrasol LLC

Name of applicant's authorized representative:

Terrasol Group LLC

Signature of applicant's authorized representative:

[Handwritten Signature]



Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 11/20/2019
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

11/13/2019

b. Name of publication:

The Enterprise

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

a. Date notice filed:

11/12/2019

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

a. Date notice(s) mailed:

11/13/2019

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Terrasol LLC

Name of applicant's authorized representative:

Terrasol Group LLC

Signature of applicant's authorized representative:

[Handwritten signature]



Property Location	Owner Information	Address Information	Deed Information
<u>Map/Route Plot</u> 104-014 229-2		<u>STOUGHTON</u> MA 02072	<u>Book</u> <u>Page</u> <u>Date</u>
<u>Map/Route Plot</u> 104-093 229-3		<u>STOUGHTON</u> MA 02072	<u>Book</u> <u>Page</u> <u>Date</u>
<u>Map/Route Plot</u> 104-013R 229-1		<u>BROCKTON</u> MA 02301	<u>Book</u> 40033 <u>Page</u> 288 <u>Date</u> 20110617
<u>Map/Route Plot</u> 104-013 229		<u>BROCKTON</u> MA 02301	<u>Book</u> 39455 <u>Page</u> 86 <u>Date</u> 20101223
<u>Map/Route Plot</u> 104-045 8		<u>BROCKTON</u> MA 02301	<u>Book</u> Null <u>Page</u> Null <u>Date</u> Null
<u>Map/Route Plot</u> 104-027 18		<u>BROCKTON</u> MA 02302	<u>Book</u> 44573 <u>Page</u> 242 <u>Date</u> 20140728



















This report contains the certified list of owners on record with the City of Brockton




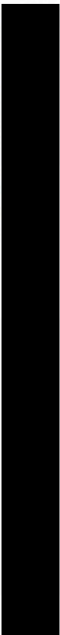














Map/Route 104-040
Plot: 5
Property Location: 702 N MONTELLLO ST

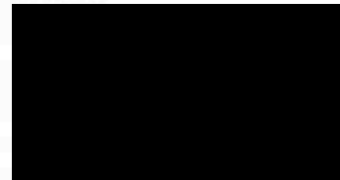
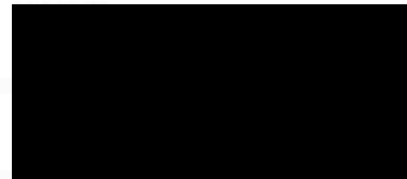
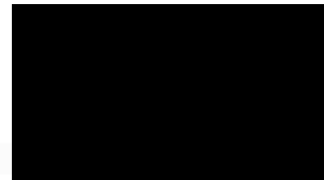
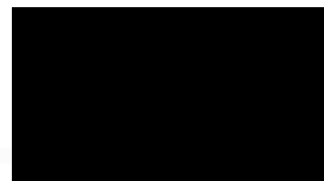
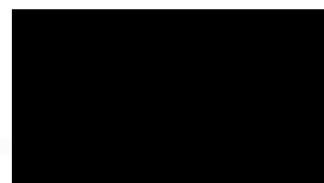
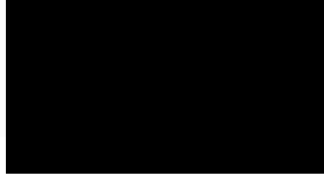
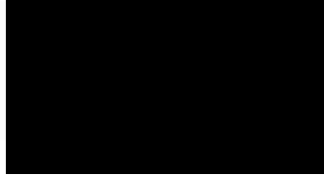
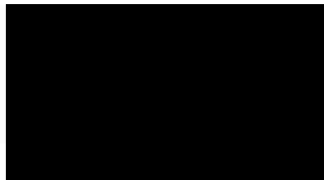
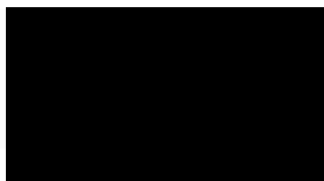
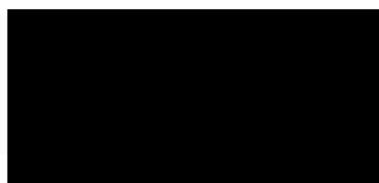
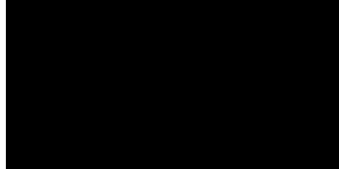
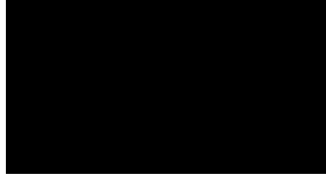
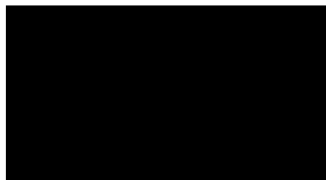
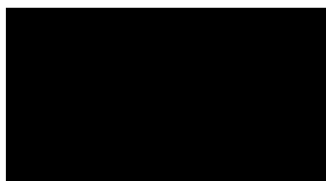
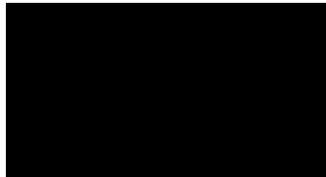
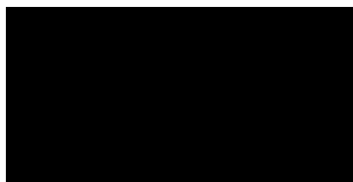
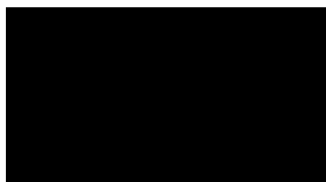
John P. O'Donnell

Authorized Signature

Julie Carter-Deas

Property Location	Owner Information	Address Information	Deed Information
			Book
Map/Route Plot		BROCKTON	Page
104-019	230A	MA 02301	Date
			Book 45645
Map/Route Plot		BROCKTON	Page 242
104-039	3	MA 02301	Date 20150609
			Book
Map/Route Plot		AVON	Page
104-040	5	MA 02332	Date
			Book 35372
Map/Route Plot		RANDOLPH	Page 70
104-041	5-1	MA 02368	Date 20071206
			Book 42279
Map/Route Plot		BROCKTON	Page 342
104-042	135	MA 02302	Date 20121121
			Book 36980
Map/Route Plot		BROCKTON	Page 152
104-044	7	MA 02301	Date 20090325

Property Location	Owner Information	Address Information	Deed Information
			Book 38001
Map/Route Plot		CONCORD	Page 167
104-025	1	MA 01742	Date 20091207
			Book
Map/Route Plot		NORWELL	Page
104-023R	79-2	MA 02061	Date
			Book
Map/Route Plot		SHARON	Page
104-020	134-2	MA 02067	Date
			Book
Map/Route Plot		NEWTON	Page
104-021	134-3	MA 02459	Date
			Book
Map/Route Plot		BROCKTON	Page
104-022	78	MA 02301	Date
			Book
Map/Route Plot		BROCKTON	Page
104-038	2	MA 02301	Date



To Brockton City Hall,

Attachment B

This letter is to inform you of Terrasol LLC's community outreach meeting on 11/20/19, at 140 Montello St, Cardoso Bar. We will be discussing our retail dispensary's plans at 702 N Montello St. Brockton, Ma. 02301. You are formally invited to the meeting from 5 p.m. to 7 p.m.

Thank You,

Terrasol LLC

City Clerk

2019 NOV 12 AM 10:52

Will, if any, can be obtained
from the Petitioner.

13847883 11/13/19

outreach meeting

Terrasol LLC's community
outreach meeting is on
11/20/19 from 5 p.m. to 7
p.m, at 140 Montello St,
Cardoso Bar. For the retail
dispensary's plans at 702
N Montello St. Brockton,
Ma. 02301. You are for-
mally invited.

Thank You
Terrasol llc

13849642 11/13/19

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Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 11/20/2019
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

11/13/2019

b. Name of publication:

The Enterprise

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

a. Date notice filed:

11/12/2019

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

a. Date notice(s) mailed:

11/13/2019

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



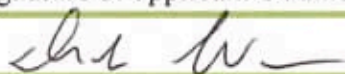
Name of applicant:

Terrasol LLC

Name of applicant's authorized representative:

Terrasol Group LLC

Signature of applicant's authorized representative:







Whom It May Concern:

The No Struggle No Progress Memorial Foundation Inc. is willing to accept donations from Terrasol LLC.

Sincerely,

Zeyanna Defortunato
President & Founder, No Struggle No Progress Memorial Foundation, Inc.

**No Struggle No Progress
Memorial Foundation, Inc.**

HenryTheveninFootballClinic@gmail.com
39 Rockwell Ave, Brockton, MA 02302
| 617-980-6166 | nsnpf.org |



Positive Impact Policy

Terrasol LLC will hire 10-20 Brockton residents, and will host one job fair annually. The company will enhance the location of the dispensary, as well as the surrounding areas creating more foot traffic. The company has offered experienced caregivers, helped residents find medicinal physicians, and gave access to many other benefits. Terrasol LLC will provide an Impact Tax of 3% to the City of Brockton. In addition to the 3% Impact Tax, we will donate \$5,000 to “No Struggle, No Progress”

We will ensure of hiring of Brockton Residents by posting job openings seeking past or present residents of Brockton at least once a year in a local newspaper, stating that the establishment is specifically looking for Massachusetts residents who have past drug convictions for employment. We have contracted a Compliance Officer to ensure compliance within state and local compliance requirements. We have also contracted with a licensed CPA to keep track of financials and will create an annual report once every year to monitor the 3% Impact Tax, as well as the \$5,000 donation to “No Struggle, No Progress”.

Terrasol LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by Terrasol LLC will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws. We, Terrasol LLC

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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1904709696
Notice Date: November 20, 2019
Case ID: 0-000-874-172



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TERRASOL LLC
PO BOX 493
BROCKTON MA 02303-0493

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1904709696
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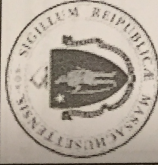
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

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

Minimum Fee: \$500.00

Annual Report

(General Laws, Chapter)

Identification Number: 001266515

Annual Report Filing Year: 2018

1.a. Exact name of the limited liability company: TERRASOL LLC

1.b. The exact name of the limited liability company as amended, is: TERRASOL LLC

2a. Location of its principal office:

No. and Street: 49 FERN AVE
City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

No. and Street: 49 FERN AVE
City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: IAN C WOODS
No. and Street: 49 FERN AVE State: MA Zip: 02301 Country: USA
City or Town: BROCKTON

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	IAN C WOODS	49 FERN AVE BROCKTON, MA 02301 USA

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

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

Commonwealth of Massachusetts

This Partnership Agreement (the "Agreement") is made and entered into on January 1st, 2020 (the "Execution Date") by and between the following Parties:

Terrasol Group LLC with the following management role: Manager, located at the following address:

87 East Ashland St Brockton, MA

and

Marsogn3 with the following management role: Manager, located at the following address: 702 N Montello St Brockton, MA 02301

BACKGROUND:

- A. The Partners wish to associate themselves as partners in business.
- B. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

IN CONSIDERATION OF and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties to this Agreement agree to the following:

ARTICLE I. Formation.

- 1. By this Agreement, the Partners enter into a general partnership (the "Partnership") in accordance with the laws of the State of Massachusetts. The rights and obligations of the Partners will be stated in the applicable legislation of the State of Massachusetts (the "Act") except as otherwise provided in this Agreement.

ARTICLE II. Name.

- 2. The firm name of the Partnership will be the following: **Terrasol LLC**

ARTICLE III. Purpose.

3. The purpose of the Partnership will be ; landscaping, consulting, to operate a retail Cannabis Store in Brockton, MA , and any other lawful business.

ARTICLE IV. Term.

4. The Partnership will begin on January 1st, 2020 and will continue until terminated as provided in this Agreement.

ARTICLE V. Place of Business.

5. The principal office of the business of the Partnership will be located at 702 N Montello St Brockton, MA 02301

ARTICLE VI. Initial Contributions.

6. Each of the Partners has contributed to the capital of the Partnership, in cash, property, or services in agreed upon value, as follows (the "Capital Contribution"):
- a. Terrasol Group LLC, and Ian Woods will bring to the business the connections, education and expertise, as well as an approved Social Equity applicant/ priority Status (valued at \$1,100,000 (One million one hundred thousand US dollars))
 - b. Marsogn3 will bring to the business the Lease, LOI, the necessary connections, expertise, and/or funding to bring the Corporation (Terrasol LLC), through the finalization of the permitting/ licensing process of the City of Brockton, The site plan review, and Special permit from the ZBA, and the provisional and final licensing of the CCC of the Commonwealth of Massachusetts....including but not limited to securing the lease on the physical location (702 N Montello St. Brockton, Ma. 02301), obtaining and submitting all applications, all plans, compliant lawyers, and experts who are familiarized to complete all processes with the input of Terrasol Group LLC, and Ian Woods' expressed guidance. (valued at \$900,000 (Nine Hundred Thousand US dollars))
7. All contributions (Article VI) shall be submitted fully and on time, no later than April 1, 2020.
8. All capital contributions (Article VI) are final unless all partners give written consent of withdrawal.

ARTICLE VII. Additional Capital.

9. Additional capital contributions may be amended accordingly as agreed, according to the requirements of the Partnership provided that the interests of the Partners are not affected, except with the unanimous consent by the Partners. No Partner will be required to make additional capital contributions. Whenever additional capital is determined to be required and an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, remaining Partners may contribute in proportion to their existing capital contributions to resolve the amount in default. In such case, the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in capital contributions by the Partners.
10. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as additional capital contribution will be deemed a debt owed by the Partnership and not an increase in capital contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. This liability will not entitle the lending Partner to any increased share of the Partnership's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners.

ARTICLE VIII. Capital Accounts.

11. An individual capital account (the "Capital Accounts") will be maintained for each Partner and their initial capital contribution will be credited to this account. Any additional capital contributions made by any Partner will be credited to that Partner's individual capital account.

ARTICLE IX. Interest on Capital.

12. No borrowing charge or loan interest will be due or payable to any Partner on their agreed capital contribution inclusive of any agreed upon additional capital contributions.

ARTICLE X. Financial Decisions.

13. Decisions regarding the distribution of profits, allocation of losses, and the requirement for additional capital contributions as well as all other financial matters will be decided by a unanimous vote of the Partners.

ARTICLE XI. Interest and Authority.

14. The Partners' ownership interest in the Partnership will be as follows:

- a. Terrasol Group LLC - 60% (sixty percent)
- b. Marsogn3 LLC- 40% (forty percent)

ARTICLE XII. Profit and Loss.

15. Subject to the other provisions of this Agreement, the net profits and losses of the Partnership, for both accounting and tax purposes, will accrue to and be borne by the Partners in proportion to the Partners' ownership interest in the Partnership as described above.

16. The profits and losses will be accounted for by a licensed CPA, or another entity decided by a unanimous vote.

17. The profits and losses will be distributed to the partners using the above Profit and Loss Distribution method biweekly (every other week) and will be paid on the Monday of every other week.

18. Each Partner will be responsible for their own taxes on any distribution made.

ARTICLE XIII. Voting.

19. In any vote required by the Partnership, the vote cast by each Partner will be assessed where each Partner receives one vote carrying equal weight in relation to their ownership share.

ARTICLE XIV. Accounting.

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

21. Accounting records will be kept on an accrual basis.

ARTICLE XV. Annual Report.

22. As soon as practicable after the close of each fiscal year, the Partnership will furnish to each Partner an annual report showing a full and complete account of the condition of the Partnership. This report will consist of at least the following documents:
- a. a statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;
 - b. a copy of the Partnership's federal income tax returns for that fiscal year;
 - c. supporting income statements;
 - d. a balance sheet;
 - e. a cash flow statement;
 - f. a breakdown of the profit and loss attributable to each Partner; and
 - g. any additional information that the Partners may require.

ARTICLE XVI. Banking and Partnership Funds.

23. The funds of the Partnership will be placed in such investments and banking accounts designated by the Partners. All withdrawals from these bank accounts will be made by the duly authorized agent or agents of the Partners as agreed by unanimous vote of the Partners. Partnership funds will be held in the name of the Partnership and will not be commingled with those of any other person or entity.

ARTICLE XVII. Fiscal Year.

24. The fiscal year will end on the following date each year: December 31,.

ARTICLE XVIII. Audit.

25. All accounts related to the Partnership including contribution and distribution accounts will be audited bimonthly (every other month).
26. Any of the Partners will have the right to request an audit of the Partnership books. The cost of the audit will be borne by the Partnership. The audit will be performed by an accounting firm acceptable to all the Partners.

ARTICLE XIX. Management.

27. Except as the Partners may otherwise agree in writing, all actions and decisions respecting the management, operation, and control of the Partnership and its business will be decided by a unanimous vote of the Partners.

ARTICLE XX. Contract Binding Authority.

28. All actions and decisions with respect to binding the Partnership in contract requires a unanimous vote of the Partners.

ARTICLE XXI. Tax Matters Partner.

29. Terrasol LLC will designate a tax matters person/entity. The tax matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Partnership and will make any related elections that the Partners deem advisable.
30. A tax matters Partner can voluntarily withdraw from the position of tax matters Partner or can be appointed or replaced by a unanimous vote of the other Partners. In the event of a withdrawal of the tax matters Partner from the Partnership, the remaining Partners will appoint a successor as soon as practicable.

ARTICLE XXII. Meetings.

31. Regular meetings of the Partners will be held biweekly (every other week).
32. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
33. All meetings will be held at a time and in a location that is reasonable, convenient, and practical considering the situation of all Partners.

ARTICLE XXIII. Admitting a New Partner.

34. A new Partner may be admitted to the Partnership with a unanimous vote of the existing Partners.
35. Any new Partner agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new

Partner will execute such documents as are needed to effect the admission of the new Partner. Any new Partner will receive such business interest in the Partnership as determined by a unanimous decision of the other Partners.

ARTICLE XXIV. Voluntary Withdrawal of a Partner.

36. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least 6 months prior to the withdrawal date.
37. Except as otherwise provided elsewhere in this Agreement, the voluntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.
38. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election upon the Dissociated Partner within sixty (60) days after receipt of the Dissociated Partner's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Partner's interest. The purchase amount of any buyout of the Dissociated Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
39. a Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

ARTICLE XXV. Involuntary Withdrawal of a Partner.

40. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner, for not being reasonably practical to continue with a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute. Any of these events can result in the voluntary withdrawal of a Partner from the Partnership.
41. Except as otherwise provided elsewhere in this Agreement, the involuntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.

42. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice such election, including the purchase price and method and schedule of payment upon the Dissociated Partner, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Dissociated Partner. The purchase amount of any buyout of a Partner's interest will be determined as outlined in the Valuation of Interest (Article XXVIII) section of this Agreement.
43. A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Partnership will only acquire that Partner's economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Partnership or have the right to exercise any management or voting interests.

ARTICLE XXVI. Dissociation of a Partner.

44. Where the remaining Partners have purchased the interest of a Dissociated Partner, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal.
45. Terrasol Group LLC will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Partnership.
46. Where the voluntary or involuntary withdrawal of a Partner results in only one Partner remaining or where no buyer is found to purchase the interest of the Dissociated Partner then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
47. On any purchase and sale of a Partnership interest, a Dissociated Partner will only have liability for Partnership obligations that were incurred during their time as a Partner. Immediately upon the sale of a withdrawing Partner's interest, the Partnership will prepare, file, serve, and publish all notices required by law to protect the withdrawing Partner from liability for further Partnership obligations.
48. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or the reputation of the Partnership.

ARTICLE XXVII. Dissolution.

49. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners.
50. In the event of the dissolution of the Partnership, each Partner will share in any remaining assets or liabilities of the Partnership in proportion to the Partners' ownership interest in the Partnership as described above (the "Dissolution Distribution").
51. Upon dissolution of the Partnership and liquidation of Partnership property, and after payment of all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority:
 - a. In satisfaction of liabilities to creditors except Partnership obligations to current Partners;
 - b. In satisfaction of Partnership debt obligations to current Partners; and then
 - c. To the Partners according to the Dissolution Distribution described above.
52. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

ARTICLE XXVIII. Valuation of Interest.

53. In the absence of a written agreement setting a value, the value of the Partnership will be based on the fair market value appraisal of all Partnership assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Partners. A withdrawing Partner's interest will be based on that Partner's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Partnership. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.
54. No allowances will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation.

ARTICLE XXIX. Goodwill.

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

ARTICLE XXX. Title to Partnership Property.

56. Title to all Partnership property will remain in the name of the Partnership. No Partner or group of Partners will have any ownership interest in such Partnership property in whole or in part.

ARTICLE XXXI. Force Majeure.

57. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

ARTICLE XXXII. Duty of Loyalty.

58. No Partner within 1.5 miles, will engage in any business, venture, or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all business, ventures, or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

ARTICLE XXXIII. Duty of Accountability for Private Profits.

59. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name, or business connection. This duty continues to apply to any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their Agent or Agents.

ARTICLE XXXIV. Duty to Devote Time.

60. Each Partner will devote the necessary time and attention to the business of the Partnership. The Partners will agree what is a reasonable time determined for the conduct of the Partnership business, based on marketable expectations and timelines.

ARTICLE XXXV. Forbidden Acts.

61. No Partner may do any act in contravention of this Agreement.
62. No Partner may permit, intentionally or unintentionally, the assignment of express, implied, or apparent authority to a third party that is not a Partner in the Partnership.
63. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.
64. No Partner may confess a judgment against the Partnership.
65. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside of the intended purpose of the Partnership.
66. Any violation of the above Forbidden Acts will be deemed an involuntary withdrawal of the offending Partner may be treated accordingly by the remaining Partners.

ARTICLE XXXVI. Indemnification.

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

ARTICLE XXXVII. Liability.

68. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority, conferred, expressed, or implied by this Agreement or the Partnership.

ARTICLE XXXVIII. Liability Insurance.

necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

77. This Agreement contains the entire agreement between the Parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Parties.
78. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.
79. All of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.
80. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail and email, to the address of the relevant Party set out at the head of this Agreement. Notices sent as above shall be deemed to have been received 14 working days after the day of posting (in the case of inland first class mail), or 21 working days after the date of posting (in the case of air mail). In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, as the case may be.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.

Terrasol Group LLC

Signature :



Date :

3/14/20

Marsogn3

Signature :

[Signature]

Date :

3/14/20

Notary Public Acknowledgement

Massachusetts

State of

Plymouth

County of



I hereby certify that Jan C. Wood & Milton Nasipoulos (Name) appeared before me on this 14th day of March, 20 20, and signed this form in my presence.

[Signature]

Notary Public Signature

June 17, 2022

My Commission Expires (Date)

Plan for Obtaining Liability Insurance

Terrasol LLC has used the Insurance Agency, Kaplansky Insurance for the past 10 years, for the business as well as members personal coverage. We have submitted our documents to Barbara Galvin, Office Manager at Kaplansky Insurance. Once provisional licensing, and buildout can commence, proper insurance protocols will be put in place, to prevent any occurrences.

Terrasol LLC will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. If Terrasol LLC documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10), Terrasol LLC may place in escrow a sum of no less than \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account required pursuant to 935 CMR 500.105(10)(b) must be replenished within ten business days of any

expenditure, and reports documenting compliance with 935 CMR 500.105(10) will be made in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Vehicles used for delivery by Terrasol LLC, will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

Terrasol LLC's Retail Business Plan

Terrasol LLC

Po Box 493

Brockton, Ma. 02303

508-500-0556

Ian.Woods@Terrasolllc.net

Company Description

Mission Statement

Terrasol LLC is a retail that purchases and transports cannabis or marijuana products from Marijuana Establishments and to sell or otherwise transfer the products to Marijuana Establishments and to consumers.

Company philosophy and vision

Terrasol lives off of community engagement, innovation, and honesty. Allowing the community to have a stake in the abilities that our community offers, is what Terrasol will fore lead in. The opportunities of what can be done, go far beyond franchises, or national chains. Terrasol LLC will make historical waves, in a community majority of minorities, ran by a minority of the community. Terrasol will instill financial freedom to many residents, while developing many areas of financial hardship.

Company Goals

Short term goals include allowing residents to directly test their own product under City/ State mandated testing facilities and allow for direct sales to Terrasol. In which Terrasol contracts to retailers, who will in the end, sell to the target market. This will directly allow the residents to be connected to the market, and business that are set up in their community. Long term goals of Terrasol LLC, include opening other buildings and businesses, establishing a bakery for outdoor sitting if Brockton permits. The bakery would only compliment the cities ongoing investment into bettering the downtown areas, attracting more residents of surrounding towns and cities.

Target Market

Majority of the target market will come from surrounding towns/cities, as well as out of state tourists/travelers. The community of Brockton is made up of people from all around the world. They bring many of their family members, friends, and associates from other countries allowing international funds to pool in Brockton, as well.

Industry

Recreational cannabis is a growing industry, with long term outlooks. Terrasol will be able to take advantage of the upcoming market by the location of the business, which is centered in the heart of Brockton. Terrasol LLC is a minority owned craft cooperative, made in Brockton, and by a Brockton Resident. Terrasol will have a more in touch feel directly with the people of Brockton, as well with the residents who enter from surrounding areas. Competitors will be there, and the market is cut throat, but being consistent, with the best quality for price will always prevail. We work directly with local businesses, residents, and committees as of today, and will continue on, which builds a long term relationship.

Legal Structure

Terrasol LLC is a Limited Liability Company, founded by Ian Woods. The decision was made for a LLC for liability reasons, dealing with a new and upcoming market with hundreds of hurdles, roadblocks, and space for developing.

Services

Terrasol has provided for the past two years, an opportunity for residents of Massachusetts to directly get involved in the industry. Terrasol LLC designs and maintains interior and exterior agricultural environments. If a member of the medicinal, before the recreational laws passed, wanted to cultivate, they could call Terrasol for all their needs. The residents pay labor hours for time spent in their cultivation areas. This directly sets up residents to be the beneficial receivers of the funds entering their city. Terrasol LLC's owner Ian Woods, has extensive connections to the community, as well as the surrounding community. He is a graduate of Brockton High School in 2009, captain of the Brockton High Varsity Soccer, winning Brockton's first South Sectional Championship his senior year. The vision of intertwining the community in the cultivating incorporates long term income for residents, as well as the city.

Marketing Plan

Majority of the primary research of Terrasol LLC comes from hands on experiences within the communities. The size of the industry is taking over majority of low-income communities, suburban communities, as well as communities that are less likely to be seen as a market. Young adults to elderly use cannabis as medicinal and recreational, while understanding it's new and needs understanding. Cannabis will become legal in all states, and as the prohibition, there will be major labels such as Hennessey, Bacardi, Greygoose, Corona that will hold major stakes. But local companies such as Sam Adams, will always be on the shelf next to these major competitors. Terrasol's main goal, is to obtain a "Sam Adams on the Shelf" position in the market.

Barriers

- Security Costs
- Startup Cost
- Up to date renovations
- Taxes

Threats

- Change of city/state regulations

Key Competitors

- In Good Health, Brockton, Ma.
- Offer many products the market wants

Indirect Competitors

- B.A.R.S Auto
- Vulcan Bar
- Adams Iron Works

Positioning

Terrasol LLC will be one of the first minority owned cannabis retailer, based out of Brockton, Ma. We offer the best quality cannabis, education of cannabis, as well as cannabis products in the city of champions. With a champion leadership and understanding

of community involvement, Terrasol will grow and the community around it will grow on the same time. The direct involvement in the community of Brockton will induce a relationship of “one looks after the other”, as the city develops in front of our eyes.

Marketing

Marketing will be based on city and state regulations. Terrasol will follow city and state regulations and laws.

Pricing

Terrasol LLC will sell based on market value at the time of the sale. The community and city will be happy knowing they’re receiving as much as possible without having to hassle their profits. The outside communities will enter Brockton for their abundance in products the smaller towns won’t have and will have no problem paying the price without the hassle of someone with no credibility. Price isn’t much of an issue as long as quality follows. In majority of cases, if you have a potent, less abundant, more sought-after product, they’ll pay top dollar every time, and droughts of certain strains happens more than people know. Terrasol’s goal will be to make sure every customer leaves with a better appreciation for the craft of cultivating, and cannabis education in general. Terrasol will follow city and state laws and bylaws on transferring of cannabis to patients.

Location

702 N Montello St. Brockton, Ma. 02301

Distribution Channels

- Consumers

12 Month Sales Forecast

Projected Units Sold: 262,800 (30 Customers/Hour, 2 Units/Customer) Projected

Unit Price: \$50/Unit , 3.5 mg.

Gross Sales: \$13,140,000

3% Impact Tax: \$394,200

3% Retail Sales Tax: \$394,200

10.75% Excise Tax: \$1,412,550

Operational Plan

Production

Terrasol LLC will retail products that are within state regulations. Terrasol will stride towards the best quality products to keep the customer base returning for years. We will establish ourselves from the beginning with the best quality equipment to keep the employees, as well as customers safe.

Quality Control

Terrasol LLC will adhere to city and state laws and bylaws on testing qualities for the state. Terrasol will push the abilities of top-quality products for reasonable prices. Terrasol has already conducted tests through MCR Labs in Framingham Ma., and will continue to test through proper research and testing facilities.

Location

The building is located at 702 N Montello St. Brockton, Ma. 02301. Located at the intersection of N Montello St. and Ames St. The building and lot have been utilized as car radio installation and hydroponics store for years. The building is a commercial building in C-2 district. There will be one main entrance, and two for emergency exits. The customers will park and enter the building through the lot entrance of the location, to avoid the curiosity from other businesses customers.

Legal Environment

Terrasol LLC has obtained a host community agreement from city hall and will has obtained quotes through Admiral Insurance Group for liability insurance. Good Standing from Department of Revenue and Secretary of the Commonwealth, Articles of organization, and certificate of organization have all been filed through MRCC.

Personnel

- Accountants – Record/Report Funds, hourly
- Technicians – Electrical, Renovation, Specialist, contract
- Security – Armed Guards with heavy surveillance, contract
- Cashiers – Handle day to day transactions, hourly
- Cultivation Specialists – Experienced individuals in the cannabis market, contract
- Marketing Team – Research and analysis of target market, hourly
- Administrators – registration of customers and information, hourly

Suppliers

Contracts Pending on City and State Approvals

Strategic Alliances

Kush Groove Smoke Shop Boston, Ma.

Cannabis Commission Social Equity Program

Natural Agricultural Products, Brockton, Ma.

Massachusetts Medical Patient and Caregiver

Credit Policies

Terrasol LLC will follow all city/state regulations and laws regarding credit policies.

Management & Organization

Owner – Ian Woods

Ian has come a long way from what he's presenting to the communities today. He has been a connoisseur of cannabis over 10 years. The first couple years, the law took its toll, but it didn't veer him off track of excellence in life. He received a call from a couple high school friends, mentioning they were trying to cultivate, or at least were already. By his surprise, they were, but not too efficiently. It was enough to propel him to jump into the medical marijuana field. Understanding the difference between what the prohibition was, and who was affected by its backlash, is what pushed him. What keeps Ian focused on the goal, is the miseducation of families in the middle and low-income levels. As well as the disproportionate access of wealth, to begin any ventures. "If the liquor stores are on every corner, the weed stores will be too. I just want to be a Hennessey on the shelf."

Startup Expenses & Capitalization

Land and Existing Building -\$550,000

New Building - \$200,000

Reserves - \$400,000

Operations - \$489,000

Product - \$150,000

Total Estimated Start Up Cost - \$1,789,000

Diversity Plans

Terrasol LLC will ensure to hire a diverse amount of minorities, veterans, people with disabilities, and LGBTQ+, in the operation of the Marijuana Establishment. This will be conducted by educational community events. These events will include pamphlets regarding location of regulation, consulting groups, attorneys, and other crucial connections needed for Brockton residents. The consulting groups will consist of cannabis relations, as well as financial literacy aspects as well, focusing more on credit repair, home ownership, business entrepreneurship, and potential ancillary careers within the industry. We will also vendor at local job fairs hosted within the community annually. Terrasol LLC will hire a compliant officer, in which their occupation will consist directly with compliance and regulatory within CMR 935.500. Once licensed, we will be able to implement the job fair, and once operational, we can pursue the programs to educate the community on laws, regulations, careers within the industry, as well as the processes to obtain their own cannabis related business. Our goal is to recruit 15% minorities, 15% women, 10% veterans, 5% persons with disabilities, and 5% LGBTQ for its hiring initiative, and provide tools and training that help ensure the success of its employees.

The plan is tailored only to Commission-approved areas of diversity. Terrasol will post quarterly advertisements in the local newspaper Brockton Enterprise specifically looking for women, minorities, or persons with disabilities to work for the establishment. We will measure the progress or success of your plan at least annually upon renewal of provisional licensure.

Terrasol LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Personnel Policies Including Background Checks

Terrasol LLC's collection, storage, dissemination and usage of any CORI report or background check information obtained for Marijuana Establishment Agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

Each personnel transporting Marijuana Products shall always have access to a secure form of communication with personnel at the originating location when the vehicle contains Marijuana and Marijuana Products. Establishing Limited Access Areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation;

A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating

the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

e. Documentation of periodic performance evaluations;

f. A record of any disciplinary action taken; and

g. Notice of completed responsible vendor and eight-hour related duty training.

A staffing plan that will demonstrate accessible business hours and safe cultivation conditions; Personnel policies and procedures; and All background check reports obtained in accordance with M.G.L 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI). Employees of the Terrasol LLC will visibly display an employee identification badge issued by the Terrasol LLC at all times while at Terrasol LLC or transporting Marijuana. Terrasol will create a staffing plan and records in compliance with 935 CMR 500.105(9). *935 CMR 500.105(1)* Terrasol will provide a non-alcoholic, no smoke, and drug-free workplace policies. *935 CMR 500.105(1)*

Terrasol will implement a plan describing how confidential information will be maintained, and a policy for the immediate dismissal of 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. *935 CMR 500.105(1)*

Quality Control and Testing Policy

All Marijuana Products, including Marijuana, will only be sold or otherwise marketed for adult use after it has been tested by Independent Testing Laboratory. Terrasol LLC will at random test Cultivation facility's products contracted with Terrasol LLC, to ensure quality meets or exceeds the standards of CMR 935.500 and guarantees the safe and secure product to Terrasol LLC's consumer base. There will be a statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15. No Marijuana Product, including Marijuana, may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. There will be statements and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15. This statement, including capital; "CONTAINS THC" or easily recognizable mark issued by the Commission that indicates the package contains Marijuana Product: The following symbol "NOT SAFE FOR KIDS" or other easily recognizable mark

issued by the Commission that indicates that the product is harmful to children.

Terrasol LLC will contact Marijuana cultivators who are in compliance with quality control and testing under 935 CMR 500.105, and will not retain the responsibility of testing under CMR 935.500. We will ensure each Marijuana Cultivator, Craft Cooperative, Product Manufacturer, and Microbusiness that we contract with is in compliance with CMR 935.500. Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. *935 CMR 500.105(3) (required for cultivators, product*

manufacturers, microbusiness, and craft marijuana cooperatives)

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately. *935 CMR 500.105(3)*

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to *935 CMR 500.105(12)*. *935 CMR 500.105(3)* Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)* All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*. All toxic items shall be identified, held, and stored in a manner that protects against

contamination of marijuana. 935 CMR 500.105(3) Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)

Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the

establishment. 935 CMR 500.105(3) The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR

500.105(3) Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial

contamination. 935 CMR 500.105(3) The establishment shall notify the

Commission within 72 hours of any laboratory testing results indicating

contamination if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)

Training and Qualifications Policy

Every Terrasol Agent/Employee will be required to be 21 of age, or older. Each Agent/Employee will have to be approved by the Cannabis Control Commission by completing a Responsible Vendor Training Program, to be designate a “Responsible Vendor”, after completing 8 hours of training, and within 90 days of hire. Every agent will be required to pass a CORI, as well as provide legal documentation, license, and identification card, provided by any state or commonwealth within the United States. Any employees/agents that are acquired through local job fairs, on site hiring, or any process of obtaining new potential employee/agents will undergo the same Responsible Vendor Training Program within 90 days of hire. Every employee/agent, volunteer, manager, or any member of Terrasol LLC will remain a Responsible Vendor, after completing the initial Responsible Vendor Training Program. Any administrative employee may complete the Responsible Vendor Training Program at a voluntary basis. Terrasol LLC will maintain records of Responsible Vendor Training Program compliance for four years, and will be available to inspection by the Cannabis Control Commission and any other applicable licensing authority on request during normal business hours. Any Vendors/Contractors have to remain with Terrasol Agent at all times.

Here is a list of anticipated positions and their qualifications.

Record Keeper

The goal of the company is to remain compliant within the Cannabis Control Commission's regulations and requirements. Each agent position listed below, are followed by the requirements for the position listed below.

Budtender

Requirements

- Requires at least 2 years of retail experience.

Job Description:

Works at the front counter helping customers through the ordering process, operating a cash register, cleaning the restaurant, and completing other assigned tasks.

Manager / Shift Supervisor

Requirements

- Possession of High School Diploma and at least three years of experience in restaurant management activities or experience in related field.
- Possession of a transportation or reliable ways to work.
- Have the ability to be contacted by phone outside of work hours to conduct management duties
- Have the ability to communicate with customers and employees clear and efficiently, in writing and in speech, in English without being misunderstood.

- Ability to read, comprehend, and interpret documents, including procedure manual, safety rules, maintenance and operations guide
- Strong ability to write correspondence and reports periodically.
- Physical requirements for the job include:
 - Ability to stand and walk for extended period of time
 - Ability to taste or smell; talk or hear; and apply hands to finger, feel, or handle items
 - Ability to occasionally sit, balance, reach with hands and arms, or climb; and crawl, kneel, stoop, or crouch
- Ability to occasionally move and/or lift items of up to 50 pounds
- Ability to work in any location within the company and work any hours.

Job Description:

The Store Manager/Supervisor is responsible for keeping the dispensary clean, orderly, and presentable. They have oversight of the operations for the retail dispensary. It is their job to form a reliable team, all while educating the team on the industry, as well as how it pertains to Terrasol LLC directly. They will have to provide a positive experience and environment for the customers, as well as the employees/agents.

Record Keeper

Job Description:

The record keeper will be responsible for file correspondence, cards, invoices, receipts,

and other records in alphabetical or numerical order. If and when a request occurs, they will be responsible for fetching the information or documents. Terrasol will ensure that employees are trained on job specific duties prior to performing job functions. 935 CMR 500.105(2) We will ensure that employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2)

Record Keeping Procedures

Terrasol LLC's record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. Each record of Terrasol LLC will be available for inspection by the Cannabis Control Commission, by request. The financial records of a Terrasol LLC will be maintained in accordance with generally accepted accounting principles. All written records that will be required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written Operating Procedures as required by 935 CMR 500.105
- (b) Inventory Records as required by 935 CMR 500.105
- (c) Seed-to-sale Tracking Records for all Marijuana Products as required by 935 CMR 500.105
- (d) The following personnel records:
 - 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - 2. A personnel record for each Terrasol LLC agent. Such records will be maintained for at least 12 months after termination of the individual's affiliation with Terrasol LLC and will include, at a

minimum, the following:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- e. Documentation of periodic performance evaluations;
- f. A record of any disciplinary action taken; and
- g. Notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe retail conditions;

4. Personnel policies and procedures; and

5. All background check reports obtained in accordance with M.G.L c. 6 § 172,

935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

(e) Business records, which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

(f) Waste disposal records as required under 935 CMR 500.105(12); and

(g) Following closure of Terrasol LLC, all records must be kept for at least two

years at the expense of the Terrasol LLC and in a form and location acceptable to the Commission.

When Marijuana Products or waste is disposed or handled, Terrasol will

create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Terrasol LLC Agents present during the disposal or other handling, with their signatures. Terrasol LLC will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Cannabis Control Commission. Recordings from all video cameras which will be enabled to record 24 hours each day and be available for immediate viewing by the Cannabis Control Commission on request for at least the preceding 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Cannabis Control Commission, whichever is longer. Recordings will not be destroyed or altered, and will be retained as long as necessary if Terrasol LLC is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;

- The ability to immediately produce a clear, color still image whether live or recorded;
- A date and time stamp embedded in all recordings, which will be synchronized and set correctly at all times and will not significantly obscure

the picture;

- Exported video will be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations. Any loss or unauthorized alteration of records related to Marijuana, Terrasol LLC will notify appropriate Law Enforcement Authorities and the Cannabis Control Commission. All investigative results will be retained as part of the records for Terrasol LLC from which the purchase originated.

Terrasol LLC will not acquire or record Consumer personal information other than information typically required in a retail transaction, which can include identifying information to determine the Consumer's age. Terrasol LLC may not record or retain any additional personal information from Consumer without the Consumer's voluntary written permission.

Terrasol LLC will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR. Terrasol LLC will utilize a sales recording module approved by the DOR. Terrasol LLC is prohibited from utilizing software or other methods to manipulate or alter sales data, and will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Terrasol LLC will maintain records that it has performed the monthly analysis and produce it on request to the Commission. If Terrasol LLC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. Terrasol LLC will immediately disclose the information to the Cannabis Control Commission;
2. We will cooperate with the Cannabis Control Commission in any investigation regarding manipulation or alteration of sales data; and
3. We will take such other action directed by the Cannabis Control Commission to comply with

935 CMR 500.105. Terrasol LLC comply with 830 CMR 62C.25.1: Record Retention and DOR Directive

16-1 regarding recordkeeping requirements.

Policy and Procedure for Restricting Access to Age 21 and Older

Terrasol LLC intends to use the most advanced age-verification point-of-sale standards ever imposed for an age-restricted product at retail, far exceeding those in place for alcohol. Under our proposed Access Control Standard (ACS), every retail point-of-sale kiosk immediately locks when the product is scanned and remains locked until the cashier electronically scans a valid, of-age government-issued I.D. to verify both the age and the I.D. validity. Additionally, ACS imposes automatic limits on the amount of product a legal-age customer can purchase. Scanned personal data will be eliminated immediately following the transaction. Through this technology, the ACS will directly combat two potential, large drivers of underage access to marijuana products at retail: 1) failure to check and verify I.D., and 2) legal-age individuals buying bulk quantities of age-restricted products to resell to minors. It is no small task to implement this retail systems, it is expensive, complex, and could cause friction with legal-age customers. We plan to partner with premier service providers to build and deploy technology integrations compliance for age-verification and bulk-purchase limits.

The majority of Americans under the age of 21 live in places where they could unlawfully buy marijuana products. But those products are untested, of unknown ingredients, and quality control is unheard of. Our ACS system will dramatically limit youth access to our products.

This ACS is an effective tool to reach the required 100 percent educators, school administrators, law enforcement, and parents on how they can help us educate those under age about the risks of under-age consumption.

A Shared Effort To Prevent Underage Use

We will also have a digital advertising awareness campaign to inform Youth use of marijuana products is detrimental to their development, Terrasol's mission, and to our business. Our target market is the one billion existing marijuana connoisseurs globally. Offering these adult consumers a real alternative to un-tested products is a public health and commercial opportunity of historic proportions. Youth use puts this all at risk.

Additionally, we will enhanced our online age-verification process for our Facebook and Instagram accounts while working constantly to remove inappropriate social media content generated by others on those platforms.

In addition, we know that increased enforcement against illegal products, which are often made with unknown ingredients, under unknown quality standards, and with youth-appealing names, flavors and packaging, could make a real difference. Many of these products are offered for sale on the street without any question or concern about the ingredients, nor the customer's age.

Through shared effort, we can significantly reduce youth access to, and use of Marijuana products, while at the same time ensuring that adult consumers maintain access to a safe, quality product. All employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030*. All visitors must be 21 years of age or older. *935 CMR 500.002*. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*

Maintaining Financial Records

The financial records of Terrasol LLC will be maintained in accordance with generally accepted accounting principles. Terrasol LLC will maintain financial records, as well as cash records from the sales floor, with signatures of each Terrasol Agent that conducts each cash inventory. Where transactions are conducted in cash, each Terrasol Budtender will each have a cash register, within reasonable and safe reaching distance of the POS System. After each shift, the Supervisor/Manager will conduct a cash flow and inventory ensuring each budtenders POS System matches that shifts inventory. Each inventory and cash flow will be maintained and stored for the minimum of 12 months.

There will be two Terrasol LLC Agents that will escort any funds from the establishment, if Terrasol LLC must transport cash to financial institutions. Every transaction and transferal of cash will be conducted on video, with Two Terrasol Agents, at all times, while conducting cash handling. Terrasol LLC will contract with financial institutions to conduct cash collection on a daily basis, ensuring safety, preventing theft, loss and associated risks to the safety of the employees, customers and the general

public. Each deposit will require signatures from all Terrasol Agents, as well as any financial institution employee who handles cash from Terrasol LLC.

The following business records will be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. *935 CMR 500.105(9)*

A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6)* Terrasol will conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data a. *935 CMR 500.140(6)* Terrasol will maintain records that it has performed the monthly analysis.*935 CMR 500.140(6))* If Terrasol determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. *935 CMR 500.140.* Terrasol will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

935 CMR 500.140(6) Terrasol will adopt separate accounting practices at the point-of-sale for marijuana and non- marijuana sales. 935 CMR 500.140(6) A retailer that is co-located shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). 935 CMR 500.140(6)

Diversity Plans

Terrasol LLC will ensure to hire a diverse amount of minorities, veterans, people with disabilities, and LGBTQ+, in the operation of the Marijuana Establishment. This will be conducted by an educational annual community event held once annually. These events will include pamphlets regarding location of regulation, consulting groups, attorneys, and other crucial connections needed for Brockton residents.. We will also vendor at local job fairs hosted within the community annually. Terrasol LLC will hire a compliant officer, in which their occupation will consist directly with compliance and regulatory within CMR 935.500. Once licensed, we will be able to implement an annual job fair, and once operational, we can pursue the program held once annually to educate the community on laws, regulations, careers within the industry, as well as the processes to obtain their own cannabis related business.