



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281352
Original Issued Date: 07/31/2019
Issued Date: 09/10/2020
Expiration Date: 09/30/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Pure Oasis LLC

Phone Number: 617-792-5644 Email Address: kobieevans@gmail.com

Business Address 1: 430 Blue Hill Ave

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02121

Mailing Address 1: 398 Columbus Ave

Mailing Address 2: Suite 148

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02116

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EEA201868

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: Kobie	Last Name: Evans	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)		
Specify Race or Ethnicity:		
Person with Direct or Indirect Authority 2		
Percentage Of Ownership: 40	Percentage Of Control: 40	
Role: Owner / Partner	Other Role:	
First Name: Kevin	Last Name: Hart	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)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: 1855 Ventures LLC	Entity DBA:	
Email: jeromebranch@gmail.com	Phone: 857-266-5387	
Address 1: 1855 Washington Street	Address 2: Suite 3	
City: Boston	State: MA	Zip Code: 02118
Types of Capital: Debt	Other Type of Capital:	Total Value of Capital Provided: \$500000 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: 430 Blue Hill Ave	
Establishment Address 2:	
Establishment City: Boston	Establishment Zip Code: 02121
Approximate square footage of the establishment: 3000	How many abutters does this property have?: 3
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Cert Grove Hall.pdf	pdf	5c7dbfd9b411c1126cf03e91	03/04/2019
Community Outreach Meeting Documentation	PO Neighborhood Meeting Cert.pdf	pdf	5c7dc3461e71bd126232c68c	03/04/2019
Plan to Remain Compliant with Local Zoning	Application Sections - Local Compliance.pdf	pdf	5cae5d9d0a957444d59076d5	04/10/2019

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Application Sections - Impact2.pdf	pdf	5cafad6b942dc34c4ebdf5b2	04/11/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: Kobie	Last Name: Evans Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role:	Other Role:
First Name: Kevin	Last Name: Hart Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor	Other Role:
Entity Legal Name: 1855 Ventures LLC	Entity DBA:
Entity Description: Small Corporation	
Phone: 857-266-5387	Email: bosbranch50@gmail.com
Primary Business Address 1: 1855 Washington Street	Primary Business Address 2: Suite 3
Primary Business City: Boston	Primary Business State: MA Principal Business Zip Code: 02118
Additional Information: Jerome Branch is the President of the organization	

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Department of Revenue - Certificate of Good standing	Tax Good Standing.pdf	pdf	5ae72603e459990d8544972a	04/30/2018
Secretary of Commonwealth - Certificate of Good Standing	Pure Oasis SEC Good Standing.pdf	pdf	5ae7260d423af335ecabb6e0	04/30/2018
Bylaws	Executed_OA.pdf	pdf	5ae7272b7212167e7aeec13a	04/30/2018
Bylaws	Certificate of Organization.pdf	pdf	5ae727c0423af335ecabb6ec	04/30/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	UI Cert of Compliance.pdf	pdf	5f32e421aee479687ae98d84	08/11/2020
Secretary of Commonwealth - Certificate of Good Standing	Mass Cert of Good Standing Sec of State July 2020.pdf	pdf	5f32e42e0754a56476284dff	08/11/2020
Department of Revenue - Certificate of Good standing	Cert of Good Standing.pdf	pdf	5f33bf4fead5bc6434e3b4a0	08/12/2020

Massachusetts Business Identification Number: 001320739

Doing-Business-As Name: Pure Oasis LLC

DBA Registration City: Boston

BUSINESS PLAN

No documents uploaded

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Application Sections - 21 or Older.pdf	pdf	5b79c9adaa953e3937b59c8b	08/19/2018
Transportation of marijuana	Application Sections - Transportation.pdf	pdf	5b79ce123774233941393d17	08/19/2018
Inventory procedures	Application Sections -Inventory.pdf	pdf	5b79ce5a8d67cc394b81b658	08/19/2018
Record Keeping procedures	Application Sections - Record Keeping.pdf	pdf	5b79d00cda72283955c60824	08/19/2018
Prevention of diversion	Application Sections - Prevention of Diversion.pdf	pdf	5b79d32a8d67cc394b81b65c	08/19/2018
Plan for obtaining marijuana or marijuana products	Procurement.pdf	pdf	5b79d5b43f9f81395f135775	08/19/2018
Storage of marijuana	Application Sections - Storage.pdf	pdf	5c841a04d7a931124ee05023	03/09/2019
Security plan	Application Sections - Security.pdf	pdf	5c841c215fd63c1b24eb707d	03/09/2019
Maintaining of financial records	Application Sections -Maintaining of financial records.pdf	pdf	5c84206b9ff0081b4821c2c2	03/09/2019
Personnel policies including background checks	Application Sections - Personnel policies.pdf	pdf	5c843692d7a931124ee05041	03/09/2019

Qualifications and training	Application Sections - Qualifications and training.pdf	pdf	5c8436a09ff0081b4821c2d8	03/09/2019
Quality control and testing	Application Sections - Quality Control and Testing.pdf	pdf	5c8507493183181258e1cdfc	03/10/2019
Dispensing procedures	Application Sections - Dispensing Procedures.pdf	pdf	5c851180b411c1126cf04b4a	03/10/2019
Diversity plan	Application Sections - Diversity2.pdf	pdf	5cafacb736e3e844f3b50b0c	04/11/2019

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 Agree

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Plan to Positively Impact the Community

Goal: Reduce barriers to entry in the Recreational Adult-Use cannabis market with a focus on the above mentions groups

Results:

- Pure Oasis, created the Massachusetts Cannabis Equity Association(MCEA). MCEA's aim is to offer collaboration and Technical Assistant for EE and SE Applicants.
- MCEA held (2) Virtual events in order to assist Social Equity Applicants advance their Delivery Businesses.
- Kobie Evans was a featured speaker in a Virtual Event Sponsored by Drizzly with the goal of helping Social Equity applicants gain a better understating of Delivery opportunities
- Pure Oasis has hired (7) Social Equity participants and plans more hiring

Goal: Provide mentoring, professional, and technical assistance for individuals and businesses facing obstacles

Results:

Pure Oasis has employed 7 Social Equity Program Participants

1. Meaka Brown
2. Vernon Jackson
3. William
4. Justin Eppley
5. Nick Sabba
6. William Singleton
7. Raquel Cuellar

- Pure Oasis in discussion with (3) Social Equity Applicants regarding Delivery agreements.

- Pure Oasis has met with EE applicant Vanessa Jean Baptiste of Legal Greens and provided a tour of our facility and insight to support her business endeavors.

Goal: Promote ongoing, socially and economically practices in the cannabis industry that benefit the above mentioned groups

Results: Results: Because of COVID and our brief time in operation opening on March 10 and closing on March 24 for 2 months. Re-opening on May 31 and dealing with looting a week later; we have yet to address this goal.

Goal: Pure Oasis will spearhead an annual Community "clean-up" initiative in an area of disproportionate impact

Result: The Clean Up will be Sunday the 23rd of August, 12PM-3PM

Goal: Pure Oasis will donate 3% of our annual net revenue, quarterly, to initiatives with goals to improve disproportionately impacted areas

Results: Because of COVID and our brief time in operation opening on March 10 and closing on March 24 for 2 months. Re-opening on May 31 and dealing with looting a week later; we have yet to address this goal.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Pure Oasis works continuously to recruit prospective employees who fall into the above mentioned groups.

Currently our staff is

60% Male

40% Female

74% People of Color

Our Management team is 100% POC

Our General Manager is a Female, POC

Our 2 Assistant GMs are Male, POC

HOURS OF OPERATION

Monday From: 11:00 PM	Monday To: 8:00 PM
Tuesday From: 11:00 AM	Tuesday To: 8:00 PM
Wednesday From: 11:00 AM	Wednesday To: 8:00 PM
Thursday From: 11:00 AM	Thursday To: 8:00 PM
Friday From: 11:00 AM	Friday To: 8:00 PM
Saturday From: 11:00 AM	Saturday To: 8:00 PM

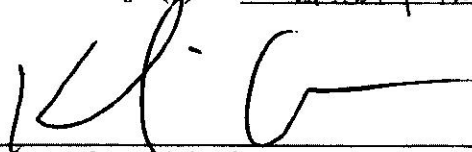
Sunday From: 11:00 AM Sunday To: 8:00 PM

Host Community Agreement Certification Form

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

Applicant

I, Kobiel Evans, (insert name) certify as an authorized representative of Pure Oasis LLC (insert name of applicant) that the applicant has executed a host community agreement with the City of Boston (insert name of host community) pursuant to G.L.c. 94G § 3(d) on February 7th, 2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Alexis Trachuk, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Boston (insert name of host community) to certify that the applicant and the City of Boston (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 7th, 2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

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, Kobie Evans, (insert name) attest as an authorized representative of Pure Oasis 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 Jan 22 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Jan 13 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on The meeting was facilitated by the city (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 Jan 13 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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



PROBATE CITATIONS

PROBATE CITATIONS

PROBATE CITATIONS

PROBATE CITATIONS

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

CARE AND PROTECTION
TERMINATION OF PARENTAL RIGHTS
SUMMONS BY PUBLICATION

DOCKET NUMBER 18CP0070DE

Trial Court of Massachusetts
Juvenile Court DepartmentCOMMONWEALTH OF MASSACHUSETTS
Norfolk County Juvenile Court
1288 Central Street
Stoughton, MA 02072
(781) 329-1500TO: Jason Leavitt, any unknown/unnamed
father of Samuel McCluskeyA petition has been presented to this court
by Coastal Office DCF, seeking, as to the fol-
lowing child(ren):Samuel McCluskey
that said child(ren) be found in need of care
and protection and committed to the De-
partment of Children and Families. The court
may dispense the rights of the person(s)
named herein to receive notice of or to con-
sent to any legal proceeding affecting the
adoption, custody, or guardianship or any
other disposition of the child(ren) named
herein, if it finds that the child(ren) is/are in
need of care and protection and that the best
interests of the child(ren) would be served
by said disposition.You are hereby ORDERED to appear in this
court, at the court address set forth above,
on the following date and time: 03/07/2019
at 9:00 AM Hearing on Merits (CR/CV)You may bring an attorney with you. If you
have a right to an attorney and if the court
determines that you are indigent, the court
will appoint an attorney to represent you.If you fail to appear, the court may proceed
on that date and any date thereafter with a
trial on the merits of the petition and an ad-
judication of this matter.For further information call the Office of the
Clerk-Magistrate at (781) 329-1500.WITNESS:
Hon. Mary M. McCallum
FIRST JUSTICE
DATE ISSUED: 12/13/2018Robert L. Ryan, Jr.
Clerk-Magistrate
Dec 30, Jan 6, 13CARE AND PROTECTION
TERMINATION OF PARENTAL RIGHTS
SUMMONS BY PUBLICATION

DOCKET NUMBER 18CP0064DE

Trial Court of Massachusetts
Juvenile Court DepartmentCOMMONWEALTH OF MASSACHUSETTS
Norfolk County Juvenile Court
55 Allied Drive
Dedham, MA 02026
(781) 329-1500

TO: Nicole M. Saunders

A petition has been presented to this court by
DCF, seeking, as to the following child(ren):

Alexia Walsh

that said child(ren) be found in need of care
and protection and committed to the De-
partment of Children and Families. The court
may dispense the rights of the person(s)
named herein to receive notice of or to con-
sent to any legal proceeding affecting the
adoption, custody, or guardianship or any
other disposition of the child(ren) named
herein, if it finds that the child(ren) is/are in
need of care and protection and that the best
interests of the child(ren) would be served
by said disposition.You are hereby ORDERED to appear in this
court, at the court address set forth above,
on the following date and time: 02/19/2019
09:00 AM Pre Trial Conference (CR/CV)You may bring an attorney with you. If you
have a right to an attorney and if the court
determines that you are indigent, the court
will appoint an attorney to represent you.If you fail to appear, the court may proceed
on that date and any date thereafter with a
trial on the merits of the petition and an ad-
judication of this matter.For further information call the Office of the
Clerk-Magistrate at (781) 329-1500.WITNESS:
Hon. Mary M. McCallum
FIRST JUSTICE
DATE ISSUED: 12/05/2018Robert L. Ryan, Jr.
Clerk-Magistrate
Jan 6, 13, 20CARE AND PROTECTION
TERMINATION OF PARENTAL RIGHTS
SUMMONS BY PUBLICATION

DOCKET NUMBER 18CP0061FH

Trial Court of Massachusetts
Juvenile Court DepartmentCOMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY JUVENILE COURT
110 Mt. Wayte Avenue
Frammingham, MA 01702
508-879-3561TO: unknown/unnamed father of Joel
D'OrazioA petition has been presented to this court
by DCF - Frammingham, seeking as to the sub-
ject child(ren):

Joel D'Orazio

that said children be found in need of care
and protection and committed to the De-
partment of Children and Families. The court may
dispense the rights of the person(s) named
herein to receive notice of or to consent to
any legal proceeding affecting the custody,
guardianship, adoption or any other disposi-
tion of the child named herein, if it finds that
the child is in need of care and protection
and that the best interests of the child would
be served by said disposition.You are hereby ORDERED to appear in this
court, at the court address set forth above,
on the following date and time: 03/19/2019
08:30 AM Hearing on Merits (CR/CV)You may bring an attorney with you. If you
have a right to an attorney and if the court
determines that you are indigent, the court
will appoint an attorney to represent you.If you fail to appear, the court may proceed
on that date and any date thereafter with a
trial on the merits of the petition and an ad-
judication of this matter.For further information call the Office of the
Clerk-Magistrate at 508-879-3561.WITNESS: Hon. Jay D. Blizman
First Justice
Date issued: 12/20/2018Elizabeth Sheehy
Clerk-Magistrate
Jan 6, 13, 20COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

(SEAL)

16 SM 001952

ORDER OF NOTICE

TO: Heirs, Devisees or Legal Representa-
tive of the Estate of Kalungi Askia, Waleed
Idrasha Guerrant, Sr., Soneni Guerrant, Ser-
was Askia and Wail Askia and to all persons
entitled to the benefit of the Servicemem-
bers Civil Relief Act, 50 U.S.C. §3901 et seq.:Wilmington Savings Fund Society, FSB,
d/b/a Christiana Trust, not individually
but as trustee for Carlsbad Mortgage
Funding Trust claiming to have an inter-
est in a Mortgage covering real property in
Dorchester (Boston), numbered 49 Callen-
der Street, given by Kalungi Askia to Mort-
gage Electronic Registration Systems, Inc.,
as a nominee for Indymac Bank, F.S.B., dated
April 19, 2007, and recorded in Suffolk County
Registry of Deeds in Book 41845, Page 92,
and now held by Plaintiff by assignment, have
filed with this court a complaint for determi-
nation of Defendant's Servicemembers status.If you now are, or recently have been, in the
active military service of the United States
of America, then you may be entitled to the
benefits of the Servicemembers Civil Relief
Act. If you object to a foreclosure of the
above-mentioned property on that basis,
then you or your attorney must file a writ-
ten appearance and answer in this court
at Three Pemberton Square, Boston, MA
02108 on or before February 11, 2019 or you
may be forever barred from claiming that
you are entitled to the benefits of said Act.Witness, JUDITH C. CUTLER Chief Justice of
this Court on DEC 27 2019Attest:
Deborah J. Patterson
Recorder
Jan 13For convenient home
delivery of the Boston
Herald call

800.882.1211

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Outreach Meeting for a
Proposed Marijuana Establishment is scheduled for:

Date: Tuesday, January 22nd, 2019

Time: 6:00 PM

Location: BCVF Grove Hall Senior Center - 51 Geneva Ave,
DorchesterThe Proposed Marijuana Establishment is anticipated to be located at:
430 Blue Hill Ave, Boston MA 02121

There will be an opportunity for the public to ask questions.

If you have any questions about this meeting or have comments
about the proposal please contact:Jessica Thomas
Mayor's Office of Neighborhood Services
Jessica.Thomas@boston.gov
617-635-3296Please note, the city does not represent the owner(s)/developer(s)/
attorney(s). The purpose of this meeting is to get community input
and listen to the residents' positions on this proposal. This flyer has
been dropped off by the proponents per the city's request.

Jan 13

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Don't store your boat or motorcycle ...SELL IT!

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Herald**
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Call Boston Herald Classifieds at 617.423.4545

*Rules and restrictions may apply

617-423-4545 to place your classified ad.



NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Outreach Meeting for a Proposed Marijuana Establishment is scheduled for:

Date: Tuesday, January 22nd, 2019

Time: 6:00 PM

**Location: BCYF Grove Hall Senior Center – 51 Geneva Ave,
Dorchester**

The Proposed Marijuana Establishment is anticipated to be located at:

430 Blue Hill Ave, Boston MA 02121

There will be an opportunity for the public to ask questions.

If you have any questions about this meeting or have comments about the proposal please contact:

Jessica Thomas
Mayor's Office of Neighborhood Services
Jessica.Thomas@boston.gov
617-635-3296

Please note, the city does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the residents' positions on this proposal. This flyer has been dropped off by the proponents per the city's request.

Plan to be Compliant with Local Zoning

To operate a Cannabis Establishment in Boston there are (5) requirements, we have completed all (5).

1. COMPLETE THE ONLINE APPLICATION
2. APPLY FOR A CONDITIONAL USE PERMIT
3. GO THROUGH THE APPEAL PROCESS
4. CREATE A HOST COMMUNITY AGREEMENT
5. REGISTER AS A BUSINESS IN THE CITY

Pure Oasis is compliant with the Zoning Code in Boston. On March 26, 2019 we had a Zoning Appeals hearing at which time we were granted approval for a Conditional Use Permit to Operate a Cannabis Establishment.

“In Boston, you can’t smoke tobacco or marijuana in public parks or workplaces, including bars and restaurants.

You can’t inhale, exhale, burn, or carry any:

- *lighted cigar, cigarette, or pipe*
- *lighted or vaporized substance in any manner or form. This includes marijuana, even if it’s used for medical reasons.”*



Pure Oasis LLC
430 Blue Hill Ave
Boston, MA 02121

August 13, 2020

Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

Per the attached email; the City of Boston has not set up a mechanism in order to make HCA payments as yet.

Regards,

A handwritten signature in black ink, appearing to read "Kobie Evans", with a stylized flourish at the end.

Kobie Evans



Kobie MyPureOasis <kobie@mypureoasis.com>

Re: HCA Payment

7 messages

Alexis Tkachuk <alexis.tkachuk@boston.gov>
To: Kobie Evans <kobie@mypureoasis.com>

Wed, Aug 12, 2020 at 8:22 AM

No additional costs.

The City is going to get all the marijuana shops on the same billing cycle so they will invoice you (but it might not be for a few months until they can put a few of you on the same payment/invoice cycle). Its 3% of the gross sales revenue.

How is everything going?

On Wed, Aug 12, 2020 at 6:34 AM Kobie Evans <kobie@mypureoasis.com> wrote:

Morning,
Any update on the base rate for the HCA fee; 3%?

Also are there any additional costs we need to pay?

Kobie
[Kobie@mypureoasis.com](mailto:kobie@mypureoasis.com)
617-792-5644



On Fri, Jul 17, 2020 at 3:11 PM Kobie Evans <kobie@mypureoasis.com> wrote:

Thanks!

Things are going well.

It's a straight 3% of gross sales correct?

Kobie
[Kobie@mypureoasis.com](mailto:kobie@mypureoasis.com)
617-792-5644



On Wed, Jul 15, 2020 at 4:28 PM Alexis Tkachuk <alexis.tkachuk@boston.gov> wrote:

Kobie,

Payment can be sent to
City of Boston
Attn: Treasury Department, Room M-5
One City Hall Square
Boston, MA 02201

If you could email or text me a copy of the check that would be great.

Plan to Positively Impact the Community

Our plan has a focus on the following groups as well as individuals in areas of disproportionate impact as defined by the CCC.

- CCC designated Economic Empowerment Priority applicants
- CCC designated Social Equity Program participants
- Massachusetts residents who have past drug convictions
- Massachusetts residents with parents or spouses who have drug convictions

GOALS

1. Reduce barriers to entry in the Recreational Adult-Use cannabis market with a focus on the above mentioned groups
2. Provide mentoring, professional, and technical assistance for individuals and businesses facing obstacles
3. Promote ongoing, socially and economically practices in the cannabis industry that benefit the above mentioned groups

PROGRAMS

1. Pure Oasis will give hiring preference to individuals that who reside in areas that fall under the CCC's definition of disproportionately impacted areas. This will happen on an ongoing basis. Specifically we will focus on the Grove Hall Section of Dorchester and we will to launch a community outreach program utilizing local community groups, newspapers, radio and social media
2. Pure Oasis will spearhead an annual Community "clean-up" initiative in an area of disproportionate impact
3. Pure Oasis will donate 3% of our annual net revenue, quarterly, to initiatives with goals to improve disproportionately impacted areas

MEASUREMENTS

1. We will collect and maintain data on our Community “clean-up” initiative
2. We will maintain financial records detailing which initiatives, with goals to improve disproportionately impacted areas, received our donated 3% of annual net revenue
3. We will collect and maintain data on the businesses and individuals we mentor who are part of the CCC’s Social Equity Program
4. We will collect and maintain data on the number and types of jobs created in the adult-use cannabis industry; in geographic areas of disproportionate impact
5. At least 50% of all staff will be from disproportionate impacted areas; we will collect and maintain data on these staff members

Pure Oasis 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.

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.



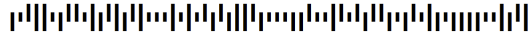
Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0816361600
Notice Date: April 4, 2018
Case ID: 0-000-526-257



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KOBIE EVANS
PURE OASIS LLC
398 COLUMBUS AVE STE 148
BOSTON MA 02116-6008

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, PURE OASIS 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?

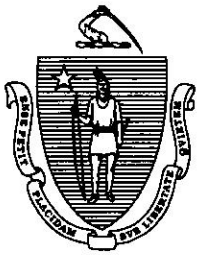
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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



William Francis Galvin
Secretary of the
Commonwealth

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

April 2, 2018

TO WHOM IT MAY CONCERN:

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

PURE OASIS LLC

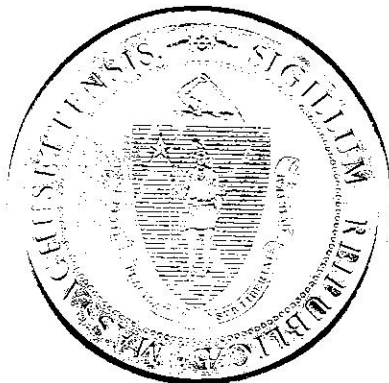
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 2, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **KOBIE EVANS, KEVIN HART**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
PURE OASIS LLC**

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective March 1st, 2018, by and among: Kobie Evans & Kevin Hart (collectively referred to in this agreement as the "Members").

SECTION 1

THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective March 1st 2018, the Members form a limited liability company under the name PURE OASIS, L.L.C. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Massachusetts (the "Act"). The Members agree to file with the appropriate agency within the State of Massachusetts charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name PURE OASIS L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Massachusetts.

1.4 *Office.* The Company will maintain its principal business office within the State of Massachusetts at the following address: 398 Columbus Ave Suite 148 Boston MA 02116.

1.5 *Term.* The term of the Company commences on March 1, 2018 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.6 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.7 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior

written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will

receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the

appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are

then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Massachusetts (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), each of the parties hereto hereby irrevocably waives any and all right to trial by Jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby. The prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect*. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

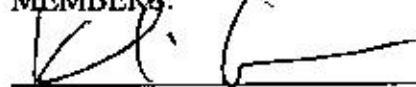
10.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices*. All notices required to be given by this Agreement will be in writing or via email and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:



Kobie Evans

Date

3/3/2018



Kevin Hart

Date

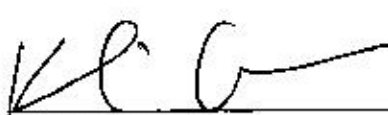

3/3/2018

Listing of Members - Schedule 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PURE OASIS L.L.C.
LISTING OF MEMBERS

As of the 1st day of March 2018 the following is a list of Members of the Company:

NAME	ADDRESS
<u>Kobie Evans</u>	<u>398 Columbus Ave Suite 148</u> <u>Boston MA 02116</u>
<u>Kevin Hart</u>	<u>16 Jane Street</u> <u>Randolph MA 02368</u>

Authorized by Member(s) to provide Member Listing

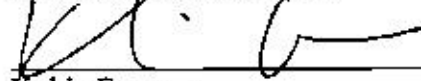
 <u>Kobie Evans</u>	<u>3/3/2018</u> Date
 <u>Kevin Hart</u>	<u>3/3/2018</u> Date

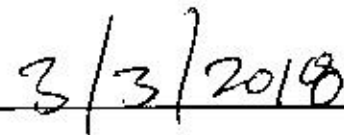
Listing of Capital Contributions - Schedule 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PURE OASIS L.L.C.
CAPITAL CONTRIBUTIONS

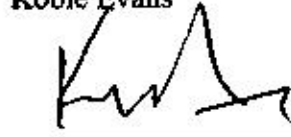
Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$100. The description and each individual portion of this initial contribution is as follows:

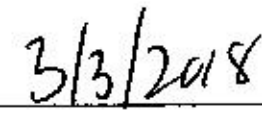
NAME	CONTRIBUTION	% OWNERSHIP
Kobie Evans	\$100	60%
Kevin Hart	\$100	40%

SIGNED AND AGREED


Kobie Evans


Date


Kevin Hart


Date

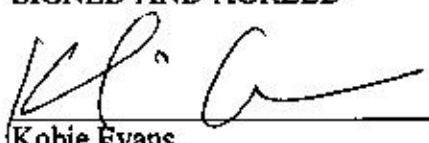
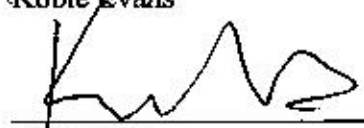
Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PURE OASIS L.L.C.

VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Kobie Evans	\$100
Kevin Hart	\$100

SIGNED AND AGREED

 Kobie Evans	Date <u>3/3/2018</u>
 Kevin Hart	Date <u>3/3/2018</u>



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001320739

1. The exact name of the limited liability company is: PURE OASIS LLC

2a. Location of its principal office:

No. and Street: 398 COLUMBUS AVE, SUITE 148
 City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

No. and Street: 398 COLUMBUS AVE, SUITE 148
 City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KOBIE EVANS
 No. and Street: 398 COLUMBUS AVE, SUITE 148
 City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KOBIE EVANS	398 COLUMBUS AVE, SUITE 148 BOSTON, MA 02116 USA
MANAGER	KEVIN HART	16 JANE STREET RANDOLPH, MA 02368 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KOBIE EVANS	398 COLUMBUS AVE, SUITE 148 BOSTON, MA 02116 USA

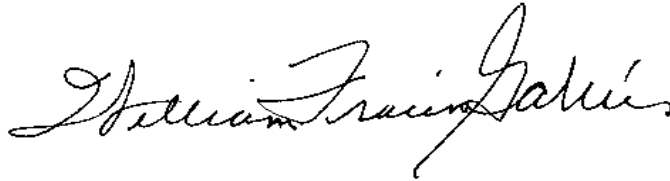
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of April, 2018,
KOBIE EVANS
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

April 02, 2018 04:25 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Restricting Access to age 21 and older

Pure Oasis will ensure that dispensary agents only allow individuals who are over 21 with a valid ID on the premises.

Upon entry, a Pure Oasis agent will immediately inspect the individual's identification, which will contain a name, photograph and date of birth and will be limited to: a driver's license; a government issued identification card; a military identification card; or a passport; limiting access to the dispensary only to those individuals whom are 21 years of age or older. We will use SmartID scanners to make sure ID's are valid and that the information is accurate, in realtime.

Record Keeping

Records will be stored and made available upon request for inspection by the Commission. The records will be maintained in accordance with generally accepted accounting principles.

These records will consist of inventory reports, security logs, incident reports, accounting, personnel policies, all personnel records, including salaries, staffing plans, audit, compliance procedures, inventory control tracking, background check reports, waste tracking. Our agents will track every step in the sales cycle, all activities will be fully auditable and will be made available for inspection upon request. Pure Oasis will also have available written operating procedures, Seed-to-sale tracking records for all marijuana and marijuana products, sales records.

Pure Oasis will utilize Metrc™ the Commission approved seed to sale software. Metrc™ is a comprehensive inventory control and tracking system that generates records relating to products and inventory, it also allows for real time record keeping. This system chronicles every step of the sales cycle and all activity is fully auditable. This information will be made available to the Commission upon request.

Written operating procedures will be maintained as required by 935 CMR 500.105(1), Inventory records will be maintained as required by 935 CMR 500.105(8), Seed-to-sale tracking records for all marijuana products will be maintained as required by 935 CMR 500.105(8)(e).

Business records which will include, Assets and liabilities, monetary transactions, all journals and ledgers, supporting documents, agreements, checks, invoices, and vouchers will be stored and made available upon request for inspection by the Commission.

Following closure of a Marijuana Establishment, all records will be kept for at least two years in a form and location acceptable to the Commission.

Maintenance of Financial Records

Pure Oasis will comply with 830 CMR 62C.25.1 and Department of Revenue Directive 16-1 regarding maintaining financial records.

Business records, including but not limited to manual or computerized records of: Assets and liabilities, Monetary transactions, Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; Sales records including the quantity, form, and cost of marijuana products; and Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

We will refrain from retail from utilizing software or other methods to manipulate or alter sales data.

Pure Oasis 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. We will maintain records that it has performed the monthly analysis and produce it upon request to the Commission.

If we determine 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 we will immediately disclose the information to the Commission.

Pure Oasis will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and take such other action directed by the Commission to comply with 935 CMR 500.105.

We will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Personnel policies including background checks

Pure Oasis will implements standard best practices in our human resource policies and procedures. We place heightened level of scrutiny on employees given the compliance environment and particularities of the cannabis industry. Every potential employee is carefully pre-screened for compliance with all rules and regulations prior to hiring. Once onboard, our staff is provided with an employee handbook containing information about policies and procedures of the organization as well as benefits and opportunities available to employees. The Handbook contains all company personnel policies including but not limited to: Company policies: rules of conduct, dress code, alcohol and drug abuse discipline, confidentiality conflict of interest, ethics whistle blower, discrimination and harassment, reasonable accommodation, zero tolerance, prohibition of retaliation emergency procedures, work hours attendance and time off, performance evaluations injuries, and termination. Leave Policies, holidays, vacation, personal and sick days, maternity/paternity, military leave and jury duty. Benefits: insurance. HIPAA, COBRA. Worker's compensation and unemployment compensation. We maintains personnel records for all employees including, job descriptions verification documents including CORI and other background check information, training records performance evaluation and any disciplinary actions. Employee records are confidential

Pure Oasis will utilize an Employee Handbook/manual that is compliant with all Massachusetts labor laws and will be utilized at all facilities. All registered employees will be required to read the Employee Handbook prior to commencing work in any Pure Oasis registered dispensary facility. The Employee Handbook will outline various company policies that must be followed. The handbook will also explain all Human Resources (HR) functions, employee benefits, and other company programs and policies.

Workplace Policies - Prior to the deployment of any operations, Pure Oasis will develop and implement multiple workplace policies including an Employee Handbook, Drug and Alcohol Free Workplace Policy, Personal Hygiene Policy, and Code of Conduct. All Pure Oasis registered employees will be required to adhere to all policies and programs while employed for Pure Oasis.

Employee Handbook - Pure Oasis will develop and implement an Employee Handbook that will highlight the policies and procedures that employees will need to adhere to while working for Pure Oasis. All employees will be required to read and sign the Employee Handbook prior to commencing work in any Pure Oasis location.

Drug and Alcohol Free Workplace Policy - Pure Oasis will develop and implement a Drug and Alcohol Free Workplace Policy that will highlight the policies and procedures that employees will need to adhere to while working in any Pure Oasis facility. All employees will be required to read and sign the Drug and Alcohol Free Workplace Policy prior to commencing work in any Pure Oasis location.

Personal Hygiene Policy - Pure Oasis will develop and implement a Personal Hygiene Policy that will highlight the personal hygiene policies and procedures that employees will need to adhere to while working for Pure Oasis. All employees will be required to read and sign the Personal Hygiene Policy prior to commencing work in any Pure Oasis location.

Code of Conduct - Pure Oasis will develop and implement a Code of Conduct that will highlight the policies and procedures relating to employee conduct and ethics that will need to adhere to while working for Pure Oasis. All employees will be required to read and sign the Code of Conduct prior to commencing work in any Pure Oasis location.

Education and Training - All Pure Oasis employees will receive extensive training prior to commencing work. Training and education will be ongoing and all-encompassing, covering regulatory compliance, seed-to-sale tracking, point-of-sale training, dispensing, security protocols and diversion prevention, health and safety protocols, sanitation, transportation, Commission rules & regulations, SOP's regarding products, Identifying underage users, code of conduct, emergency protocols, incident reporting.

Training will include an extensive hands-on approach and the use of Standard Operating Procedures (SOP's) and various other materials and methods as deemed appropriate.

Background Screening

Pure Oasis will apply for registration for all of its employees. Employees must be 21 years of age or older, not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Employees will submit the full name, date of birth, and address of the individual, all aliases used previously or currently in use by the individual, including maiden name, if any, a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card, or other verifiable identity document acceptable to the Commission, an attestation that the individual will not engage in the diversion of cannabis products, written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense cannabis in the Commonwealth.

Employees will also submit:

- A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of no contest, or admission of sufficient facts.
- A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices.
- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction.

- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.

All background check reports will be obtained in accordance with 935 CMR 500.030.

Qualifications and Training

Pure Oasis employees will be at least 21 years of age or older and not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority and be determined suitable consistent with the provisions of 935 CMR 500.800 and 500.802.

Pure Oasis will ensure that all cannabis establishment agents complete training prior to performing job functions. Training will match the roles and responsibilities of the job function of each establishment agent, and at a minimum; training will include a Responsible Vendor Program under 935 CMR 500.105(2)(b). Staff will receive at least eight hours of on-going training annually.

All new employees involved in the handling and sale of cannabis for adult use will successfully complete a responsible vendor program within 90 days of hire.

Every owner, manager, and employee involved in the handling and sale of cannabis for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

Administrative employees who do not handle or sell cannabis may take the “responsible vendor” program on a voluntary basis.

Pure Oasis will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

All Pure Oasis employees will receive extensive training prior to commencing work in any Pure Oasis registered dispensary. Registered employees will be required to read and agree to comply with the company Employee Handbook, Standard Operating Procedures (SOP's), and other materials Pure Oasis deems necessary prior to commencing work in any Pure Oasis facilities. Pure Oasis will fully prepare facility staff on all aspects of the business before operations are commenced.

Training for our employees will be all-encompassing as well as ongoing. Employees will be well versed with all rules and regulations set forth by the Commission so that they have a general understanding of the laws and regulation with which that they must comply. Our employees will be up to date with our latest SOP's regarding all areas of operations such as products, dispensing, regulatory compliance, regulations, dispensing, seed-to-sale tracking , security, diversion prevention, identifying underage users comply with internal and external requirements, code of conduct, emergency protocols, incident reporting, security protocols health and safety protocols and transportation.

Quality Control and Testing

No marijuana or marijuana product will be sold or marketed for adult use that is not tested by Independent Testing Laboratories and deemed to comply with the standards required under 935 CMR 500.160, except as allowed under 935 CMR 500.000.

Pure Oasis will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established by the Commission. Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the product. The notification from Pure Oasis will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Pure Oasis will maintain the results of all testing for no less than one year.

Pure Oasis will process cannabis in a safe and sanitary manner. We will process the leaves and flowers of the female cannabis plant only, which will be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

We will comply with the following sanitary requirements:

- Any agent whose job includes contact with cannabis or nonedible cannabis products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- Any agent working in direct contact with preparation of cannabis or nonedible cannabis products will conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and

- Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
- There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12)
- Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair
- Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable
- All toxic items will be identified, held, and stored in a manner that protects against contamination of cannabis products
- The water supply will be sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the Cannabis Establishment's needs
- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Cannabis Establishment. Plumbing will properly convey sewage and liquid disposable waste from the Cannabis Establishment. There will be no cross-connections between the potable and waste water lines

- We will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

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

Diversity Plan

Goals

Our goal is to increase the number of Minorities; Women, Veterans; People with disabilities, People of all gender identities and sexual orientations working in the cannabis establishment and providing resources to ensure their success.

Programs

- We will work continuously to recruit prospective employees who fall into the above mentioned category
- We will hold quarterly job fairs with a focus on attracting individuals falling into the above mentioned category
- We will establish and maintain relationships with organizations that are focused on diversity
- We will create an ongoing promotion process that utilizes equity principles for current employees
- We will offer ongoing incentives to current employees for referrals in order to increase and maintain diversity
- We will provide ongoing training and or mentorship programs for individuals falling into the above mentioned category

Metrics

Pure Oasis will track data associated with our Goals and Programs and make adjustments as needed to make sure overall goals are being achieved.

- We will track the number of individuals from the above-referenced demographic groups who are hired
- We will track retention rates after the issuance of a license
- We will track the number of promotions for people falling into the above-listed demographics since initial licensure
- We will track the number of positions created since initial licensure

- We will maintain data regarding the number of postings in diverse publications or general publications with supporting documentation
- We will track data relating to training and or mentorship programs for individuals falling into the above mentioned category

Pure Oasis 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.

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.