



Retail Marijuana License Application

Pure Tewksbury, Inc.
DBA: Smyth Cannabis Co.

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DBA: Smyth Cannabis Co.

Town of Tewksbury
1009 Main Street
Tewksbury, MA 01876

Dear Select Board,

Pure Tewksbury, Inc., DBA Smyth Cannabis Co. (“Pure”) is excited to present our application to the Town of Tewksbury in consideration for a Retail Marijuana Establishment. Pure is an experienced operator of licensed marijuana establishments in the Commonwealth of Massachusetts and currently operates both Retail and Cultivation facility in Lowell, MA. Pure’s management team resides locally and has extensive experience operating in regulated markets. Pure’s proposed location at 1695 Shawsheen Street is currently vacant land, which Pure plans to build a 6,600 sq/ft stand alone building with 70+ dedicated parking spots. The building will contain 4,510 sq/ft for a Licensed Retail Dispensary and 2,010 sq/ft of office space for the relocation of Smyth’s corporate offices. The location will allow for a large dispensary floor and ample secured back office space for secure product storage, offices and an employee break room. The location is on the outskirts of Tewksbury, MA and will allow for easy access to Interstate 93.

The location is part of a retail building zoned in the Interstate Overlay District with over 70 dedicated parking spaces. The landlord is willing to dedicate a larger number of spots to Pure. Pure has completed a traffic and parking study to show the potential impact of locating a Retail Dispensary at 1695 Shawsheen St., which is available for review by the Select Board.

Pure is dedicated to supporting the Town of Tewksbury through Host Community Fees, preferred employment opportunities to local residents and being a positive contributor to the community. We look forward to presenting our application to the Town of Tewksbury and answering any questions you may have.

Thank you for your time and consideration.

Sincerely,

The Smyth Team

A. General Information

- a. List of all Persons or Entities Having Direct or Indirect Ownership
 - i. PI MA Holdings, LLC; a Massachusetts Limited Liability Corporation - 100% ownership of Pure Tewksbury, Inc.
 - ii. James Statires, Todd Brady, Andrew Statires are the majority owners of PI MA Holdings, LLC and have 100% control of PI MA Holdings, LLC

- b. List of all persons or entities contributing capital resources
 - i. PI MA Holdings, LLC

- c. Disclosure and documentation of any out of state marijuana related business interests for any individual or entity associated with the application
 - i. Todd Brady is the majority owner of CO Development Holdings, Inc. a Colorado Corporation. CO Development Holdings, Inc. is a recreational marijuana cultivator located in Aurora, Colorado. The business was started in 2018 and is still operational.
 - ii. Attachment: CO Dev Disclosure

- d. The proposed address of the marijuana retail sales operation along with property interest documentation
 - i. 1695 Shawsheen Street, Tewksbury, MA 01876
 - 1. 6,600 sq/ft building with 4,510 sq/ft dispensary & 2,010 sq/ft office space
 - ii. Attachment: Purchase & Sale by 3ABS, LLC for 1695 Shawsheen St. Tewksbury, MA 01876
 - iii. Attachment: 1695 Shawsheen LOI

- e. Bond or Escrow
 - i. Attachment: Escrow Receipt
 - ii. Attachment: Escrow Instructions

- f. Massachusetts Business Identification Number and any DBA information, if applicable
 - i. Massachusetts Business Identification Number: 001612538
 - ii. DBA Information: Smyth Cannabis Co.

- g. Emergency Contacts phone and email
 - i. Todd Brady
 - 1. [REDACTED]
 - 2. [REDACTED]
 - ii. Jim Statires
 - 1. [REDACTED]
 - 2. [REDACTED]

- h. Proposed Timeline to become operational

- i. Attachment: Proposed Timeline

B. Required Attachments

a. Certificate of Tax Compliance from the Tewksbury Town Treasure

- i. Attachment: Certificate of Tax Compliance

b. Draft Host Community Agreement

- i. Attachment: HCA Template (Cannabis legal counsel current draft agreement)

c. Community Outreach Meeting Attestation Form with supporting documentation

- i. Attachment: Outreach Meeting Attestation Form
- ii. Attachment: Outreach Meeting Notice
- iii. Attachment: Outreach Newspaper Posting
- iv. Attachment: Certified Mailings
- v. Attachment: Abutters List Tewksbury
- vi. Attachment: Abutters List Andover
- vii. Attachment: Tewksbury Outreach Meeting

d. Copy of Articles of Incorporation and Bylaws

- i. Attachment: Articles of Incorporation
- ii. Attachment: Bylaws

e. Plan to remain compliant with local zoning / ordinances

- i. Attachment: Plan to Remain Compliant with Local Zoning

f. Business Plan

- i. Attachment: Business Plan

g. Plan to obtain liability insurance

- i. Attachment: Plan to Obtain Liability Insurance
- ii. Attachment: Insurance Letter

h. Summaries of Operating Procedures

i. Security Plan

- 1. Attachment: Security Plan

ii. Inventory Plan

- 1. Attachment: Inventory Plan

iii. Storage Plan

- 1. Attachment: Storage Plan

- iv. Transportation Plan*
 - 1. Attachment: Transportation Plan
- v. Plan to restrict Access to 21 year of age*
 - 1. Attachment: Plan to Restrict Access to 21 Years of Age
- vi. Prevention of Diversion Plan*
 - 1. Attachment: Prevention of Diversion Plan
- vii. Quality Control and Testing Procedures*
 - 1. Attachment: Quality Control and Testing Procedures
- viii. Personnel Policies*
 - 1. Attachment: Personnel Policies
- ix. Record Keeping Policies*
 - 1. Attachment: Recordkeeping Policies
- x. Maintenance of Financial Records Policy*
 - 1. Attachment: Maintaining of Financial Records Policy
- xi. Qualifications and Intended Training*
 - 1. Attachment: Qualifications of Intended Training
- xii. Diversity Plan*
 - 1. Attachment: Diversity Plan
- xiii. Energy Compliance Plan*
 - 1. Attachment: Energy Compliance Plan
- xiv. Plan to Obtain marijuana and marijuana products and dispensing Plan 1.*
 - Attachment: Plan to Obtain Marijuana
 - 2. Attachment: Dispensing Plan
- xv. Plan for Positively Impact Disproportionately Harmed People 1.*
 - Attachment: Plan for Positively Impact



Colorado Secretary of State
 Date and Time: 06/01/2017 10:59 AM
 ID Number: 20171421200
 Document number: 20171421200
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

CO Development Holdings, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address 3555 N. Moline Street
(Street number and name)

Aurora CO 80010
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

Mailing address 5350 Joliet Street
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

Denver CO 80239
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Brady Todd
 (if an individual) *(Last) (First) (Middle) (Suffix)*
 or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Street address 5350 Joliet Street
(Street number and name)

Denver CO 80239
(City) (State) (ZIP/Postal Code)

Mailing address (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

CO
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Brady Todd
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 3555 N. Moline Street
(Street number and name or Post Office Box information)

Aurora CO 80010
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 10,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

PURCHASE AND SALE AGREEMENT

This 2 day of ~~December, 2022~~ ^{JANUARY 2023}

1. PARTIES

Richard C. Dugas, Trustee of the Richard C. Dugas Trust, u/d/t dated March 15, 2018, as described in Trustee's Certificate filed with the Middlesex North Registry District of the Land Court (the "Registry") as Document No. 295634, noted on Certificate of Title No. 43773, having a mailing address c/o Ducom Electric, 1615 Shawsheen Street, Unit 11, Tewksbury, Massachusetts 01876, hereinafter called the SELLER, agrees to sell and David Dicenso or his nominee, having a mailing address of 1699 Shawsheen Street, Tewksbury, MA, hereinafter called the BUYER or PURCHASER, agrees to buy upon the terms hereinafter set forth, the following described Premises:

2. DESCRIPTION

The vacant land known as 1695 Shawsheen Street, Tewksbury, Massachusetts, and being described in the deed attached hereto as Exhibit "A" (the "Premises").

3. RESERVED

Intentionally Deleted.

4. TITLE DEED

The Premises are to be conveyed by a good and sufficient QUITCLAIM deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) easements or restrictions that would impair or prevent the BUYER's intended use of the Premises.

5. RESERVED

Intentionally Deleted.

6. RESERVED

Intentionally Deleted.

7. PURCHASE PRICE

[Redacted purchase price]

[Redacted] shall be paid upon the execution of this Agreement, and shall be paid at the time for delivery of the Deed by wired Funds or MA Attorney's Mortgage Trust or IOLTA Account check.

[Redacted] TOTAL

8. TIME FOR PERFORMANCE
DELIVERY OF DEED

Such deed is to be delivered on or before 10:00 a.m. **March 31, 2023** at the office of the BUYER's attorney or another location or time to be mutually agreed upon by the BUYER and the SELLER.

9. POSSESSION AND
CONDITION OF
PREMISES

The SELLER shall deliver the Premises as vacant land, free and clear of occupants, and in the same condition as they are as of the date of this Agreement.

10. EXTENSION TO PERFECT
TITLE OR MAKE PREMISES
CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for shall be extended for a period of thirty (30) days. In no event shall the SELLER be required to expend more than \$5,000.00, exclusive of voluntary monetary liens and real estate taxes, to make the Premises conform.

11. FAILURE TO PERFECT
TITLE OR MAKE PREMISES
CONFORM

If at the expiration of the extended time, the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at the BUYER'S option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION
TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF
DEED

The acceptance and recording of a deed by the BUYER or its nominee as the case may be, shall be a full performance in discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF PURCHASE
MONEY TO CLEAR
TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear any monetary encumbrances and/or real estate taxes, provided that all instruments so procured are recorded reasonably promptly after the delivery of said deed.

15. RESERVED Intentionally Deleted.

16. RESERVED Intentionally Deleted.

17. RESERVED Intentionally Deleted.

18. RESERVED Intentionally Deleted.

19. RESERVED Intentionally Deleted.

20. DEPOSIT

All deposits made hereunder shall be credited against the purchase price and held in escrow by Regnante Sterio LLP, as escrow agent subject to the terms of this Agreement, provided however that in the event of any disagreement the Escrow Agent shall retain said deposits pending instructions in writing mutually given the SELLER and the BUYER or a final order of a court of competent jurisdiction,.

21. BUYER'S DEFAULT;
DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive remedy at law and at equity. The parties agree that the SELLER's actual damages would be difficult to determine in the event of a default by the BUYER, and that the amount of the deposit reflects a reasonable estimate of such damages.

22. RESERVED Intentionally Deleted.

23. CONSTRUCTION
OF AGREEMENT

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. This is a legally binding contract. If not understood, seek competent advice

24. NOTICES

Unless otherwise specified herein, any notice to be given hereunder shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, or (c) when sent by electronic mail, if actually received, addressed as follows:

For SELLER:

Paul G. Crochiere, Esq.
Regnante Sterio LLP
401 Edgewater Place, Suite 630
Wakefield, MA 01880
Phone – Direct Line: (781) 486-6222
Fax: (781) 246-0202
pcrochiere@regnante.com

For BUYER:

Peter Damore, Esq.
Damore Law
279 Cambridge Street
Burlington, MA 01803
Phone: (781) 229-7900 x20
pdamore@damore-law.com

25. COMPUTATION OF TIME

In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday or other date on which the Middlesex North District Registry of Deeds is not conducting business, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday or other date on which the Middlesex North District Registry of Deeds is not conducting business. Time is of the essence of this Agreement

26. DUE DILIGENCE

During the period commencing as of the date of this Agreement and ending on the date that is thirty (30) days thereafter (the "Due Diligence Period"), the BUYER shall have the right to conduct due diligence on the Premises only for environmental site assessment (the "Due Diligence Item"), subject to the provisions and limitations set forth in this Section 7. The BUYER may terminate this Agreement if the BUYER determines that the BUYER is not satisfied with either of the Due Diligence Item, by written notice to the SELLER within one (1) business day following the end of the Due Diligence Period, in which event the Deposit, together with all interest thereon, shall be disbursed to the BUYER, this Agreement shall become null and void, and neither Party shall have any further rights or liability to the other hereunder except those that expressly survive termination of this Agreement. If the BUYER fails to give timely notice of termination as provided herein, the BUYER shall be deemed to have waived such right of termination and this Agreement shall continue in full force and effect following the expiration of the Due Diligence Period.

Promptly upon the conclusion of any specific test, study, work or other action by the BUYER on the Premises, the BUYER shall repair any damage to the

Premises resulting therefrom and shall restore the Premises to substantially the same condition it was in prior to entry.

The BUYER shall indemnify the SELLER and hold the SELLER harmless from and against any and all claims, losses, damages, liabilities, objections, demands, charges, expenses and costs (including, without limitation, reasonable attorney's fees and costs) or judgments which the SELLER may incur with respect to the death or injury to any person, damage to Premises or other liability arising out of any negligent acts or omissions by the BUYER relating to such entry and activity by the BUYER (collectively "Loss") and/or which relates to or arises out of any construction or other lien or claim that may be filed or asserted against the SELLER or the Premises as a result of the actions of the BUYER upon such entry or the undertaking of such activity (provided, however, that the BUYER shall not be liable for any Loss related to any preexisting condition merely discovered by the BUYER. This clause shall survive the termination of this Agreement and/or the Closing.

The BUYER understands and agrees that any on-site inspection of the Premises shall be conducted upon at least twenty-four (24) hours' prior notice to the SELLER, which notice shall include the name of the contractor or consultant, if any, performing the inspection and the proposed scope of the work. All inspections shall occur at reasonable times agreed upon by the SELLER and the BUYER. A representative of the SELLER shall have the right to be present during any such inspections.

See Rider A attached hereto and made part hereof.



RICHARD C. DUGAS TRUST

By  _____

Print Name: RICHARD C. DUGAS

Title: TRUSTEE

EXHIBIT "A"

LEASE OPTION AGREEMENT

This Lease Option Agreement (this "Agreement") is made and entered into this 1st day February, 2023 (the "Effective Date") between **3 ABS LLC**, a Massachusetts limited liability company, with a place of business at 1 Fletcher Lane, Wilmington, Massachusetts 01887 ("Property Owner"), and **PI MA HOLDINGS, LLC**, a Delaware limited liability company doing business as Smyth Cannabis Co. with a place of business at 181 Stedman Street, Unit 14, Lowell, MA 01851 ("Smyth"; together with Property Owner, "Parties").

RECITALS

WHEREAS, Property Owner is the owner of certain real property known as 1695 Shawsheen Street, Tewksbury, Massachusetts.

WHEREAS, subject to the terms and conditions of this Agreement, Property Owner and Smyth wish to negotiate a full and final lease agreement under which Smyth, as tenant, would lease from Property Owner certain premises located at 1695 Shawsheen Street comprised of approximately 4,500 square feet (the "Premises"), and Property Owner, as landlord, would lease the Premises to Smyth.

WHEREAS, Smyth wishes to operate a recreational cannabis dispensary at the Premises and is seeking to obtain the governmental approvals, contracts and other agreements necessary to operate its business at the Premises (the "Permits and Contracts").

NOW THEREFORE, for good and valuable consideration given hereunder including payment of the Initial Option Fee as hereafter defined, the sufficiency of which is hereby acknowledged by the signatories to this Agreement, the Parties hereby stipulate and agree as follows:

AGREEMENT

1. Commencing on February 1, 2023 and continuing on the first day of each month, thereafter until January 31, 2024 (the "Expiration Date"), Smyth shall pay to the Property Owner a monthly fee of [REDACTED] (the "Monthly Option Fee"). Monthly Option Fees shall be due to the Property Owner on or before the first (1) day of each month, are non-refundable, and shall be prorated for any partial calendar month. Prior to the Expiration Date, Smyth shall have the right, in its sole discretion, to extend the Expiration Date until July 31, 2024, *provided however*, that Smyth shall pay Property Owner a non-refundable extension fee of \$[REDACTED] ("Extension Fee"), which fee shall

be applied and credited to the rent payable under the Lease. Payment of such Extension Fee shall be in addition to the payment of Monthly Option Fees as required herein and payment of the Initial Option Fee due upon execution of this Agreement, as set forth in Section 5 below.

2. Until the Expiration Date, Property Owner grants to Smyth the exclusive right to lease the Premises (the "**Option**"). Smyth may elect the Option only if Smyth has (i) obtained the Permits and Contracts necessary to operate a recreational cannabis dispensary at the Premises, and (ii) paid the Monthly Option Fees due and payable through the date of Smyth's exercise of the Option.

3. Within ten (10) days of Smyth electing the Option, the Property Owner shall deliver to Smyth a draft lease agreement ("Lease") containing the following essential terms and conditions, and within thirty (30) days thereafter, the Parties shall negotiate, finalize and execute such Lease:
 - a. The term of the lease shall commence on the business day following the final date that all applicable appeals periods have expired with respect to the Permits and Contracts (the "Lease Commencement Date"). Smyth shall continue to pay the Monthly Option Fee from the date of exercise of the Option until the Lease Commencement Date.

 - b. An initial term of ten (10) years (the "**Initial Term**");

 - c. For the first five (5) years of the Initial Term, monthly rent payments of ██████████ plus the share of taxes and expenses incurred by Property Owner and allocable to the Premises on a triple net basis. The second five years (years 6-10) of the initial term, monthly rent payment of ██████████ plus the share of taxes and expenses incurred by Property Owner and allocable to the Premises on a triple net basis.

- d. Following the Initial Term, Smyth may elect to extend the term for two (2) periods of five (5) years each. The first extension term shall be on the same terms and conditions as the Initial Term except that monthly rent shall be ██████████ plus the share of taxes, and expenses incurred by Property Owner and allocable to the Premises on a triple net basis. The second extension term shall be on the same terms and conditions as the Initial Term except that monthly rent shall be ██████████ plus the share of taxes and expenses incurred by Property Owner and allocable to the Premises on a triple net basis:

- e. Smyth may form a new operating entity to execute the Lease as Tenant, *provided, however*, that Smyth shall guarantee the payment obligations under the Lease. Smyth, furthermore, covenants and agrees that it shall have majority ownership and control of the Tenant entity.

- f. Such other terms as are customary for a transaction such as this.

4. This Agreement will terminate upon the earliest to occur of (i) execution by the Parties of the Lease and (ii) the Expiration Date.

5. Upon execution of this Agreement, Smyth shall pay to Property Owner ██████████ ("Initial Option Fee"). If Smyth does not exercise the Option on or before the Expiration Date, then Property Owner may retain the ██████████ as liquidated damages. If Smyth timely exercises the Option prior to the Expiration Date, then the ██████████ shall be applied to Rent due and payable under the Lease.

6. In the event that Property Owner's mortgage lender prohibits Property Owner from entering into the Lease because of Smyth's intended use of the Premises as a cannabis dispensary, or in the event that Property Owner otherwise refuses to enter into the Lease notwithstanding Smyth's payment of Monthly Option Fees, as required herein, then Property Owner shall be required to refund to Smyth the total amount all Monthly Option Fees together with the Initial Option Fee paid to Property Owner under this Agreement. Furthermore, Smyth affirms that it will not request Property Owner's mortgage lender to enter into and execute a Subordination and Non-Disturbance Agreement unless such mortgage lender asks Smyth to subordinate the Lease to the Property Owner's mortgage.

7. In the event that Smyth fails to make payment of any Monthly Option Fee, Property Owner shall provide written notice to Smyth of such payment default and Smyth shall have five (5) business days to cure such payment default. In the event that Smyth does not timely cure such payment default, then this Agreement shall terminate and Property Owner may retain all Monthly Option Fees, together with the Initial Option Fee, as liquidated damages.

8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws rules. Any and all actions brought that relate in any way to this Agreement shall be filed and litigated only in courts located in the Commonwealth of Massachusetts and the parties hereto consent to personal jurisdiction in courts located in the Commonwealth of Massachusetts.

9. Each of the Parties hereby warrants and represents to the other that all necessary action has been taken to enter into this Agreement and that the person signing this Agreement on its behalf has been duly authorized to do so.

[Signature Page Follows]

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

PI MA HOLDINGS, LLC

A Delaware limited liability company,
d/b/a Smyth Cannabis Co.

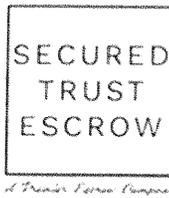
By: 

Name: James Staricek, Manager

3 ABS LLC

By: 

Name: David Dicenzo



RECEIPT FOR FUNDS

Receipt No.: 400145
BOC - Holding Trust Account x1544

Date: October 18, 2022

File No.: HH-2815-SR

Settlement Agency: Secured Trust Escrow
Closer: Sally Rowshan

Holding Re: Retail Cannabis Application (1695 Shawsheen St, Tewksbury, MA 01876)
Party: Pure Tewksbury, Inc

Amount Received: \$5,875.00

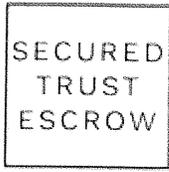
From: PI MA HOLDINGS, LLC FBO Pure
Tewksbury, Inc

Instrument: Wire

Received By:

A handwritten signature in black ink, appearing to read "Yoshabal Lester-Santiago".

Yoshabal Lester-Santiago



21111 Victor Street
Torrance, CA 90503
Phone: (310) 318-3300
Fax: (310) 712-8383
www.SecuredTrustEscrow.com

Date: February 27, 2023

Escrow Number: HH-2815-SR
Escrow Officer: Sally Rowshan

Holding Re: Retail Cannabis Application (1695 Shawsheen St, Tewksbury, MA 01876)

**AMENDED/ADDITIONAL ESCROW INSTRUCTIONS:
STORE LOCATION CORRECTION**

The instructions in the above numbered escrow are hereby supplemented/amended in the following particulars only:

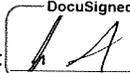
The Holding Escrow Instructions dated October 14, 2022, are hereby amended to correct the retail cannabis store location from 1699 Shawsheen St #1, Tewksbury, MA 01876 to 1695 Shawsheen St, Tewksbury, MA 01876.

All other terms and conditions shall remain the same.

EACH OF THE BELOW SIGNED STATES THAT THEY HAVE READ THE FOREGOING INSTRUCTIONS AND UNDERSTANDS AND HEREBY AGREES WITH.

DEPOSITOR:

Pure Tewksbury, Inc,
a Massachusetts Corporation

DocuSigned by:
By: 
James Statnes

02/27/2023 | 10:35 AM PST

PROPOSED

TIMELINE

935 CMR 500.101(1)(c)(5)

A proposed timeline for achieving operation of the Pure Tewksbury, Inc. (“Pure”) and evidence that the Pure will be ready to operate within the proposed timeline after notification by the Commission that the applicant qualifies for licensure.

March 3, 2023		Submit Application to Town of Tewksbury
Town of Tewksbury Issues a Host Community Agreement (“HCA”) to Pure Tewksbury, Inc. (“Pure”)		
+30 Days After HCA issued to Pure	State Application Filed with the Cannabis Control Commission (“Commission”)	
Commission Marks Application As Being “Complete”		
+30 Days After Commission Marks Application As Being “Complete”	Commission Receives Confirmation from Host Community of Compliance with Zoning Bylaws	
+90 Days After Commission Marks Application As Being “Complete”	Received Provisional Certificate from Commission; Begin Registering Agents	
+95 Days After Commission Marks Application As Being “Complete”	Connect with METRC and Request the Process for Obtaining Administrator Credentials	
+95 Days After Commission Marks Application As Being “Complete”	Receive Special Permit from Tewksbury	

+125 Days After Commission Marks Application As Being	Receive Building Permit
--	-------------------------

“Complete”	
+125 Days After Commission Marks Application As Being “Complete”	Submission of Architectural Review to Commission
+140 Days After Commission Marks Application As Being “Complete”	Approval of Architectural Review by Commission
+ 140 Days After Commission Marks Application As Being “Complete”	Begin Facility Build Out/Renovation
+ 320 Days After Commission Marks Application As Being “Complete” +320 Days After Commission Marks Application As Being “Complete”	Finish Facility Build Out/Renovation Receive Certificate of Occupancy

+345 Days After Commission Marks Application As Being “Complete”	Security Monitoring Tested and Facility Evaluated for Compliance with 935 CMR 500.000; Request Post-Provisional License Inspection of Facility
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+355 Days After Commission Marks Application As Being “Complete”	Post-Provisional License Inspection of Facility
+ 395 Days After Commission Marks Application As Being “Complete”	Receive Final License from Commission; Begin ensuring appropriate packaging and labeling; registering with the Department of Revenue for tax purposes; and receiving/entering adult-use product into Metrc and complying with all Metrc requirements

+395 Days After Commission Marks Application As Being “Complete”	Request Post-Final License Inspection
+400 Days After Commission Marks Application As Being “Complete”	Post-Final License Inspection
+410 Days After Commission Marks Application As Being “Complete”	Receive Commence Operations Designation from Commission
+415 Days After Commission Marks Application As Being “Complete”	Begin Sales to Consumers



SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

CERTIFICATE OF TAX COMPLIANCE

RETAIL MARIJUANA TRANSACTIONS

MSUT BE COMPLETED BY THE CURRENT LICENSE HOLDER

This form must be completed by the **CURRENT LICENSE HOLDER** and approved by Tewksbury Treasurer/Collector or designee that as of the date below the current license holder does not owe any Personal Property taxes, Real Estate taxes, or water and sewer charges to the Town of Tewksbury.

Name of Current License Holder: Pure Tewksbury, Inc.

Name of Establishment: Pure Tewksbury, Inc.

Doing Business as (if applicable): _____

Establishment Street Address: 1695 Snowshoen St.

Tewksbury, MA 01876

The above applicant does not owe any taxes to the Town of Tewksbury as of this date:

David S. Salerno

Treasurer/Collector's Office

Date: 2/16/2023

[MUNICIPALITY] AND
PURE TEWKSBURY, INC.

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (the “**Agreement**”) is entered into this _____ day of _____, _____ by and between Pure Tewksbury, Inc., a Massachusetts corporation, and any successor in interest, with a principal office address of 181 Stedman Street, Unit 14, Lowell, MA 01851 (the “**Company**”), and the [MUNICIPALITY], a Massachusetts municipal corporation with a principal address of _____, _____, Massachusetts (the “[**Town**][**City**]”), acting by and through its [City Council] [Board of Selectmen] in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a marijuana retailer establishment, as defined in [Town][City] Zoning [Bylaw][Ordinance] Section _____, as the same may be amended from time to time (the “**Zoning**”) at up to _____ square feet of commercial space at [FACILITY ADDRESS] (the “**Facility**”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the [Town][City] in accordance with the Zoning and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the [Town][City] in the event that it receives the requisite licenses from the Massachusetts Cannabis Control Commission (the “**CCC**”) or such other state licensing or monitoring authority, as the case may be, to operate the marijuana retailer establishment and receives all required local permits and approvals from the [Town][City]; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), as amended by Chapter 180 of the Acts of 2022, applicable to the operation of a marijuana retailer establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the [Town][City].

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

1. Recitals

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

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a marijuana retailer establishment, and receives any and all necessary and required permits and licenses of the [Town][City], and at the expiration of any final appeal

period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the marijuana retailer establishment in the [Town][City], then the Company agrees to provide the following Annual Community Impact Fee, provided, however, that if the Company fails to secure such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the [Town][City] for its reasonable legal fees associated with the negotiation of this Agreement.

A. Annual Community Impact Fee

The Company anticipates that the [Town][City] will incur additional expenses and impacts on the Town's roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the [Town][City] and use of [Town][City] resources, the Company agrees to pay an Annual Community Impact Fee to the [Town][City], in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to the total actual costs imposed upon the [Town][City] in the preceding year by the Company's operation of the Facility, which in no event shall amount to more than three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
2. The Annual Community Impact Fee shall be paid annually within sixty (60) days following the date that the CCC approves the annual renewal of the Company's marijuana retailer license for the operation of the Facility. The Company shall promptly notify the [Town][City] of the date that the CCC approves the annual renewal of the Company's marijuana retailer license.
3. The [Town][City] shall document any actual costs imposed upon the [Town][City] in the preceding year by the Company's operation of the Facility, and documentation of any cost imposed upon the [Town][City] by the Company's operation of the Facility shall be a public record as defined by Clause 26 of Section 7 of Chapter 4 and Chapter 66. The [Town][City] shall transmit to the Company documentation evidencing such costs within thirty (30) days of the date that the CCC approves the annual renewal of the Company's marijuana retailer license.
4. The Annual Community Impact Fee shall automatically terminate upon the completion of the Company's eighth (8th) year of marijuana retailer operations in the [Town][City], and the Company shall have no obligation to pay any amount of Annual Community Impact Fee thereafter.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the [Town][City]'s building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the [Town][City].
2. Facility Consulting Fees and Costs: The Company shall reimburse the [Town][City] for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above referenced consultants in relation to the Facility. Such consulting fees and costs shall be included as part of the Annual Community Impact Fee.
3. Other Costs: The Company shall reimburse the [Town][City] for the actual costs incurred by the [Town][City] in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees. Such costs and fees shall be included as part of the Annual Community Impact Fee.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the [Town][City] shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the [Town][City] a late payment penalty equal to five percent (5%) of such required payments; provided that the late payment penalty shall not apply if the Company's non-payment is due to the Company's intent to contest the reasonableness of the actual costs documented by the [Town][City], as permitted by G.L. c. 94G, § 3(d), as amended by Chapter 180 of the Acts of 2022.

C. Annual Reporting for Host Community Impact Fees and Benefit Payments

Upon request by the [Town][City], the Company shall submit annual financial statements to the [Town][City] within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with

standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the [Town][City], the Company shall provide the [Town][City] with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

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

3. Local Vendors and Employment

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

4. Local Taxes

At all times during the Term of this Agreement, all applicable real estate and personal property taxes for the property shall be paid either directly by the Company or by its landlord.

5. Security

To the extent requested by the [MUNICIPALITY] Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the [MUNICIPALITY] Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious

activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the [MUNICIPALITY] Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the [Town][City] and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the [Town][City] recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in [MUNICIPALITY], and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in [MUNICIPALITY], provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the [Town][City] for its reasonable legal fees associated with the negotiation of this agreement.

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

8. Support

The [Town][City] agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by

the [Town][City]'s normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

9. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the [Town][City] with the exception of the Community Impact Fee, which shall not be effective after the Company's eighth year of marijuana retailer operations at the Facility, in accordance with the statutory limitations of G.L. c.94G, §3(d), as amended by Chapter 180 of the Acts of 2022.

10. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the [Town][City], and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the [Town][City], which consent shall not be unreasonably delayed, conditioned, or withheld. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the [Town][City] nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other, which consent shall not be unreasonably delayed, conditioned, or withheld.

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

11. Notices

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

To [Town][City]: [redacted]
[redacted]
[redacted], MA [redacted]
Phone: [redacted]

To Company:

Pure Tewksbury, Inc.
181 Stedman Street, Unit 14
Lowell, MA 01851

With a copy to:

12. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction or the CCC, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the [Town][City] or the Company would be substantially or materially prejudiced. Further, if the Company is determined to be in breach of any provision hereof, the Company shall pay for all reasonable fees and costs incurred by the [Town][City] in enforcing this Agreement.

13. Governing Law

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

14. Entire Agreement

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

15. Amendments/Waiver

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

16. Headings

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

17. Counterparts

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

18. Signatures

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

19. No Joint Venture

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

20. Nullity

This Agreement shall be null and void in the event that the Company does not locate a marijuana retailer establishment in the [Town][City] or relocates the marijuana retailer establishment out of the [Town][City], provided, however, that if the Company decides not to locate a marijuana retailer establishment in the [Town][City], the Company shall reimburse the [Town][City] for its reasonable legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the [Town][City], the Company agrees that an adjustment of Annual Payments due to the [Town][City] hereunder shall be calculated based upon the period of occupation of the marijuana retailer establishment within the [Town][City], but in no event shall the [Town][City] be responsible for the return of any funds provided to it by the Company.

21. Indemnification

The Company shall indemnify, defend, and hold the [Town][City] harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the [Town][City], their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the [Town][City]'s choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the [Town][City], to reimburse the [Town][City]'s for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. Any indemnification amount paid by the Company pursuant to this Agreement shall be included as part of the Annual Community Impact Fee.

22. Third-Parties

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

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

[Town][City] OF [REDACTED]

By: _____
[NAME]
[TITLE]

Pure Tewksbury, Inc.

By: _____
James Statires
President

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



February 13, 2022

Re: Community Outreach Meeting

To Whom It May Concern:

This letter is to give notice that Pure Tewksbury, Inc. will hold a Community Outreach Meeting on **March 2, 2023 at 6:00 PM** to discuss the proposed siting of an Adult Use Marijuana Retailer at 1695 Shawsheen Street in Tewksbury in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.* The meeting will be held at the Elks Club Tewksbury-Willington, located at 777 South Street, Tewksbury, MA 01876.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

Sincerely,

A handwritten signature in black ink, appearing to read 'JS', is written over the signature line.

Jim Statires

CEO – Pure Tewksbury, Inc.

PUBLIC NOTICE

NOTICE OF PUBLIC MEETING
The next meeting of the Northern Middlesex Metropolitan Planning Organization (NMMPO) will be held on February 22, 2023 at 2:00 PM. At this meeting, the NMMPO will consider endorsing a MPO's Title VI Plan as well as updated targets for bridge, pavement and air quality performance measures. In addition, updates on development of the FY 2024 Unified Planning Work Program and actions on several transit TIP projects will be on agenda. The full agenda can be found at www.nmmco.org. The NMMPO's public participation process satisfies the UTR's public participation requirements for the program of projects.

Notice: NMMPO meetings are currently being held virtually via the Zoom platform. Information about accessing the meeting will be provided on meeting access by calling 978-454-8021, ext. 121 or by emailing howard@nmmco.org. The NMMPO provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats), as requested. For assistance, please contact Justin Howard at (978) 454-8021, ext. 121 or at howard@nmmco.org. Requests should be made as soon as possible for services requiring advanced arrangements, including sign language, CART or language translation or interpretation. 02/15/2023 #NY0072792

2025 PROBATE CITATIONS

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Middlesex Division Docket No. M23P0456A
INFORMAL PROBATE PUBLICATION NOTICE
Estate of: Jane Tallock Also known as: Jane F. Tallock, Jane French Tallock Date of Death: October 3, 2022. To all persons interested in the above captioned estate, by Petitioner of Petitioner Richard Tallock and Charles F. O'Connell of Acton, MA and Boston, MA, respectively. A will has been admitted to informal probate. Richard Tallock and Charles F. O'Connell of Acton, MA and Boston, MA, respectively has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner. 02/15/2023 #NY0072797

Please Recycle this Newspaper

2025 PROBATE CITATIONS

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Middlesex Division Docket No. M23P0726A
INFORMAL PROBATE PUBLICATION NOTICE
Estate of: DIANE M. FORTIN Also known as: DIANE FORTIN Date of Death: SEPTEMBER 3, 2022. To all persons interested in the above captioned estate, by Petitioner of Petitioner ROGER C. FORTIN, JR. of DRACUT MA, ROGER C. FORTIN, JR. of DRACUT MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner. February 15 #NY0072716

PUBLIC NOTICE

BILLERICA CONSERVATION COMMISSION NOTICE OF INTENT HEARING
Pursuant to the provisions of the MA Wetlands Protection Act (M.G.L. c. 131, §40) and Billerica Wetlands Protection By-Law (Article XXII), the Billerica Conservation Commission will hold a **Wetlands Hearing** in the Billerica Town Hall, Room 210 at 6:30 PM on **Wednesday, February 22, 2023**, to hear the proposal of Billerica DPW to perform paving and roadway improvements in the areas of Brick Kiln Rd, Chestnut Rd, Leaning Farm Ways, Purcell Dr, Baldwin Rd, Treble Cove Rd, and Friensboro St as part of the 2023 Roadway Paving Program. February 15 #NY0072566

PUBLIC NOTICE

BILLERICA CONSERVATION COMMISSION NOTICE OF INTENT HEARING
Pursuant to the provisions of the MA Wetlands Protection Act (M.G.L. c. 131, §40) and Billerica Wetlands Protection By-Law (Article XXII), the Billerica Conservation Commission will hold a **Wetlands Hearing** in the Billerica Town Hall, Room 210 at 6:30 PM on **Wednesday, February 22, 2023**, to hear the proposal of Daniel Griffin to construct an addition to the existing house within 100' of bordering vegetated wetlands on the property located at 1 Hunt Road, further identified as Assessor's Map 89, Lot 134-11-4 in Billerica MA. February 15 #NY0072574

PUBLIC NOTICE

Chelmsford Representative to NVHS Committee
The Chelmsford Select Board and School Committee will meet on March 13, 2023 to appoint one representative to the Nashoba Valley Technical High School Committee for a 3-year term ending 3/31/2026. Applications are available on the Town website at www.chelmsfordma.gov. Applications should be forwarded to the Town Manager's Office, 50 Billerica Road, Chelmsford, MA 01824 by 4:00 PM on Wednesday, March 8, 2023. February 15, 2023 #NY0072153

MERCHANDISE

2110 MUSICAL INSTRUMENTS

Top \$\$ Paid
We Buy All Musical Instruments - Guitars, Saxs, etc. We travel & Pick-Up. Cash on the spot!
617-594-3255

ANIMALS

2640 PETS



Adorable Doodle Pups Mini Golden Doodles, Poodles, and Cockapoos Hypoallergenic and lovable
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ALL TYPES OF MASONRY
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affordablydrywalldracut.com

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7070 CARS WANTED

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Junk Cars & Trucks WANTED.
Pay Up to \$800

To place your advertisement in our Marketplace section or to place an ad in our Service Directory, call
866-896-4979

Spend Your Pennies Close To Home

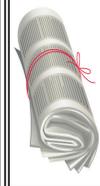


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Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



02/17/2023

Sent To
Street and Apt. #
City, State, ZIP+4®
**WCV - 160 Dascomb LLC
C/O GCP Management LLC
70 Hastings St LL1
Wellesley, MA 02481**

See Reverse for Instructions

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For delivery information, visit our website at www.usps.com.
TEWKSBURY, MA 01876

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



02/17/2023

Sent To
Street and Apt. #
City, State, ZIP+4®
**SELF RELIANCE
PROPERTIES LLC
2 HIGHWOOD DR STE 202
TEWKSBURY MA 01876**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



02/17/2023

Sent To
Street and Apt. #
City, State, ZIP+4®
**SHAWSHEEN STREET LLC
1693 SHAWSHEEN ST
TEWKSBURY MA 01876**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



02/17/2023

Sent To
Street and Apt. #
City, State, ZIP+4®
**3 ABS LLC
1 FLETCHER LN
WILMINGTON MA 01887**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



02/17/2023

Sent To
Street and Apt. #
City, State, ZIP+4®
**PRAHAIR INC
PROPERTY TAX K2
10 RIVERVIEW DR
DANBURY CT 06810**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



02/17/2023

Sent To
Street and Apt. #
City, State, ZIP+4®
**RICHARD C DUGAS TRUST
C/O DUCOM ELECTRIC
1615 SHAWSHEEN ST UNIT 11
TEWKSBURY MA 01876**

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Certified Mail Fee	\$4.15
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



Sent To: **3 ABS LLC**
Street and Apt: **1 FLETCHER LN**
City, State, ZIP+4®: **WILMINGTON MA 01887**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Boston MA 02118

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\$	\$0.00
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



Sent To: **PRIMECHIX REALTY LLC**
Street and Apt: **7 FOODMART RD**
City, State, ZIP+4®: **BOSTON MA 02118**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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TEWKSBURY MA 01876

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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



Sent To: **FRANCESCA-LAND LLC**
Street and Apt: **C/O CAPE REALTY**
City, State, ZIP+4®: **1830 MAIN ST
TEWKSBURY MA 01876**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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\$	\$0.00
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



Sent To: **NLA REALTY LLC**
Street and Apt: **1635 SHAWSHOEN ST**
City, State, ZIP+4®: **TEWKSBURY MA 01876**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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WELLESLEY HILLS MA 02481

OFFICIAL USE	
Certified Mail Fee	\$4.15
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$4.78



Sent To: **WCV - 160 DASCOMB LLC**
Street and Apt No: **70 HASTINGS ST LL1**
City, State, ZIP+4®: **WELLESLEY MA 02481**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Town of Tewksbury Abutters List

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
113-4	PRIMECHIX REALTY LLC		7 FOODMART RD	BOSTON	MA	02118	35703/0209	1650 SHAWSHEEN ST
113-19	3 ABS LLC		1 FLETCHER LN	WILMINGTON	MA	01887	31414/0031	1699 SHAWSHEEN ST
113-6	FRANCESCA-LAND LLC	C/O CAPE REALTY	1830 MAIN ST	TEWKSBURY	MA	01876	20139/0239	1700 SHAWSHEEN ST
113-20	PRAXAIR INC	PROPERTY TAX K2	10 RIVERVIEW DR	DANBURY	CT	06810	16577/1181	1635 SHAWSHEEN ST
113-27	NLA REALTY LLC		1635 SHAWSHEEN ST	TEWKSBURY	MA	01876	00232/0008	1625 SHAWSHEEN ST
113-22	DAN REALTY LLC		1 FLECHER LN	WILMINGTON	MA	01887	00234/0197	1695 SHAWSHEEN ST
113-21	WCV - 160 DASCOMB LLC	C/O GCP MANAGEMENT LLC	70 HASTINGS ST LL1	WELLESLEY	MA	02481	35840/0178	1635 SHAWSHEEN ST/BEHIND
113-5	SELF RELIANCE PROPERTIES LLC		2 HIGHWOOD DR STE 202	TEWKSBURY	MA	01876	35143/0188	1668 SHAWSHEEN ST
113-23	SHAWSHEEN STREET LLC		1693 SHAWSHEEN ST	TEWKSBURY	MA	01876	0208/0068	1693 SHAWSHEEN ST





**BOARD OF ASSESSORS
TOWN OFFICES
36 BARTLET ST
ANDOVER, MA 01810
978-623-8930**

**BOARD OF ASSESSORS
CERTIFICATION OF ABUTTERS
out of town request**

PETITION # T. Brady

I hereby certify the attached list, as requested, of abutters as they currently appear on the Assessors' Office records.



Megan Anderson
Senior Assessor
5-18-23

0 DASCOMB RD 201 0 1
LUC: 441

HEWLETT PACKARD ENTERPRISE CO
PO BOX 251209
PLANO, TX 75025-1209

165 DASCOMB RD 202 0 1
LUC: 400

HEWLETT PACKARD ENTERPRISE CO
PO BOX 251209
PLANO, TX 75025-1209

160 DASCOMB RD 203 0 1
LUC: 404

WCV - 160 DASCOMB LLC
C/O GCP MANAGEMENT LLC
70 HASTINGS ST LL1
WELLESLEY, MA 02481

174 DASCOMB RD 203 0 4
LUC: 441

3 ABS LLC
1 FLETCHER LN
WILMINGTON, MA 01887

SMYTH

CANNABIS CO.

Pure Tewksbury, Inc.

Community Outreach Meeting

3/2/2023

Introduction



- Pure Tewksbury, Inc. DBA Smyth Cannabis Co. (“Smyth”) is interested in opening a Recreational Dispensary in Tewksbury, MA
 - Tewksbury, MA has a population in excess of 30,000
 - The town has voted to license up to 3 retail dispensaries
- Smyth is a MA based Cannabis Company who currently operations a Cultivation Facility and high-volume Dispensary in Lowell, MA
 - 80+ full time employees, all of which reside locally
 - Ownership resides within 20 minutes from Tewksbury and is on site daily
 - In house compliance team that ensures all laws and regulations are followed
- Smyth is seeking licensure to operate a retail marijuana establishment at 1695 Shawsheen Street Tewksbury, MA 01876.
- Throughout our presentation, we will review information about Smyth site suitability and zoning; security infrastructure and plans; nuisance prevention; diversion prevention; and benefits to the Town of Tewksbury



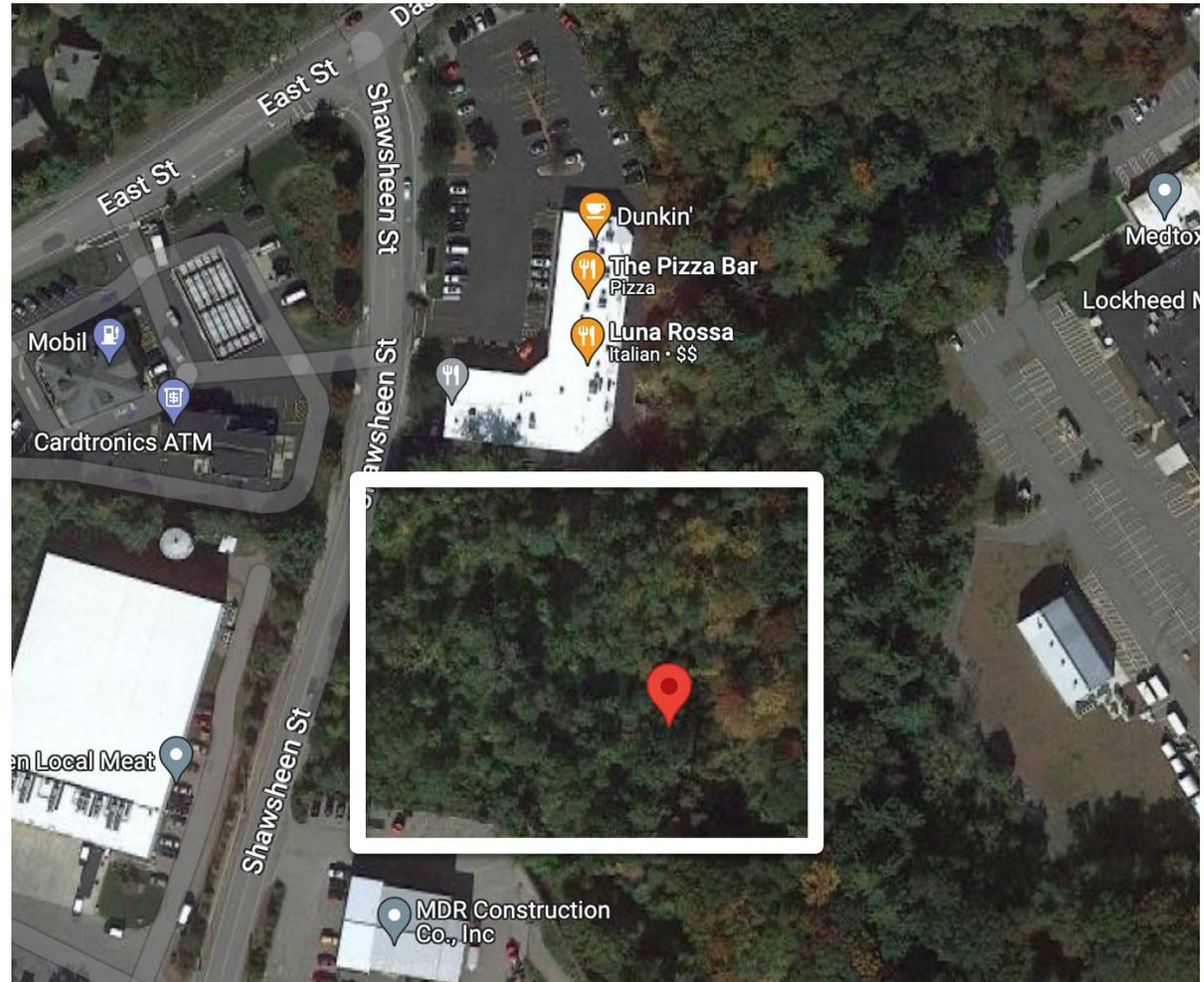
About Smyth Cannabis Co.

- Smyth currently operates 2 licensed cannabis operations in Massachusetts
 - Retail Dispensary located in Lowell, MA
 - Retail Cultivation facility located in Lowell, MA
 - 80+ employees
 - Hands on ownership team residing locally with active on-site management
- Owners / Management team has extensive experience in cannabis, retail, real estate and operating in regulated markets:
 - Owner / Operators of 2 licensed cannabis business in Lowell, MA
 - Owner / Operators of licensed bar / restaurants in Boston, MA
 - Owner / Operators of licensed cultivation facility in Aurora, CO
 - Real Estate development in Boston, MA and surrounding areas
 - 50+ years of owning and operating successful businesses
- Experienced Compliance Team with proven track record working with the Cannabis Control Commission

Location



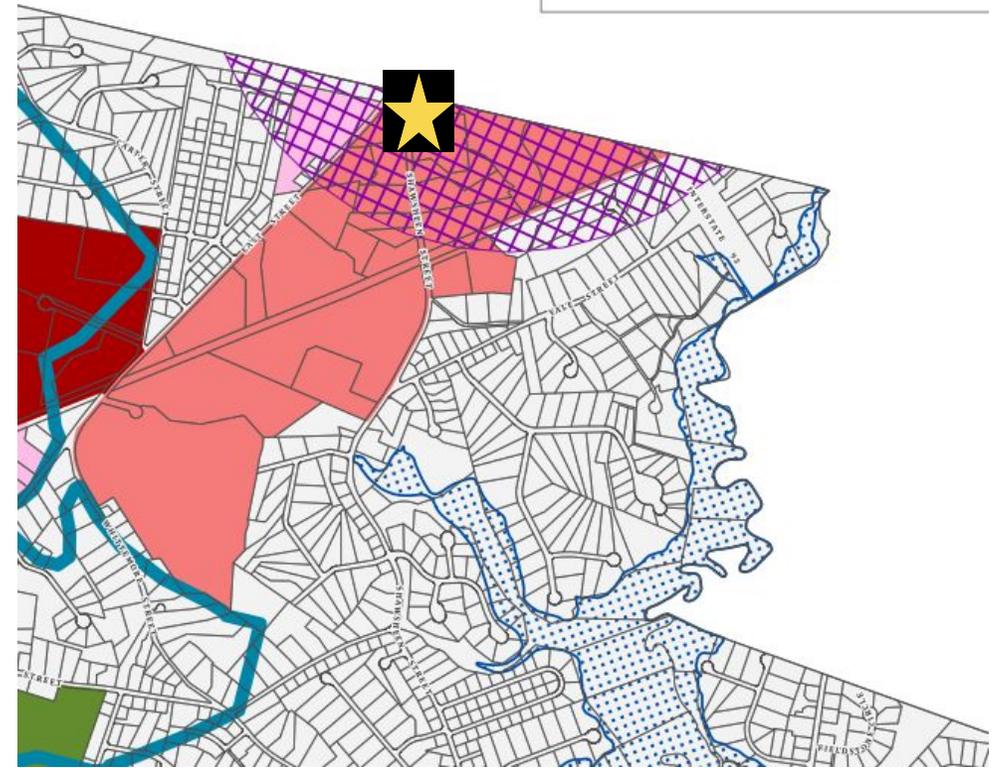
- Property is to be developed into a ~5,000 sq/ft stand alone building with 60+ parking spaces



Local Zoning



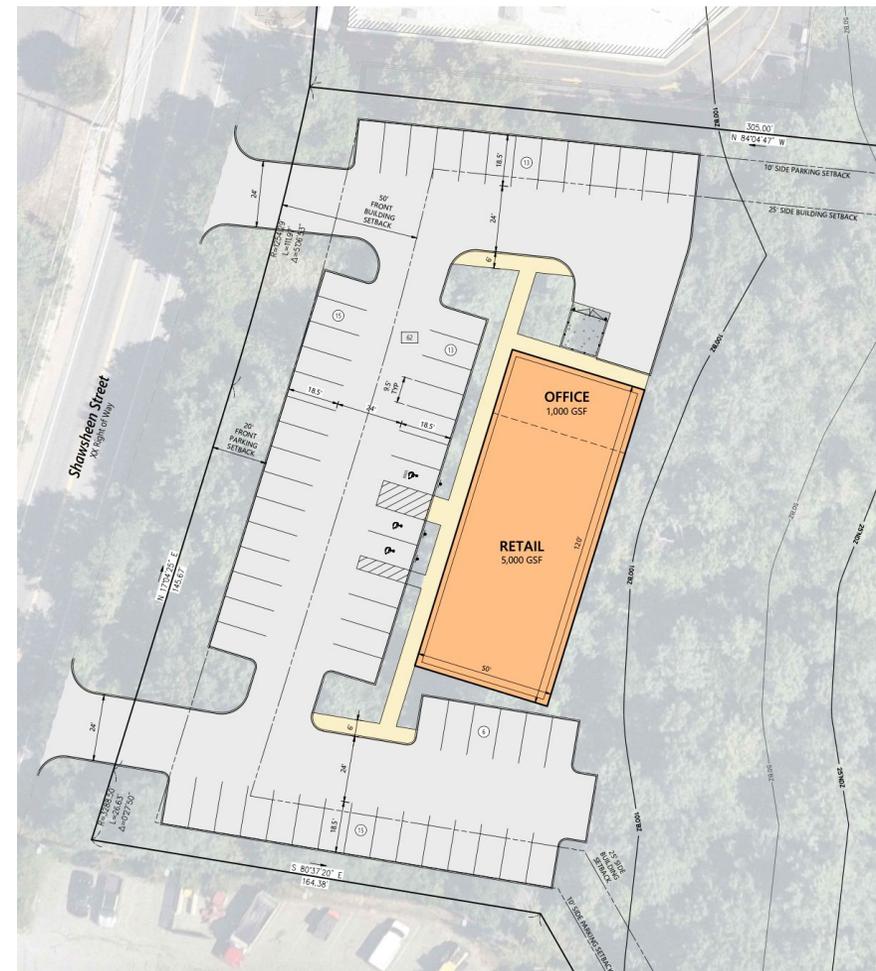
- Smyth seeks to operate a retail marijuana establishment at 1695 Shawsheen Street, Tewksbury, MA 01876
- The proposed facility is located within the Interstate Overlay District and is not within 1,000 SF of a K-12 school, college, university, child care facility, library, playground, public park, youth center, public swimming pool, video arcade facility, or a similar facility in which children commonly congregate
- Smyth will seek a Host Community Agreement from the Select Board and a Special Permit from the Planning Board and any other licenses required by the Town of Tewksbury





Traffic & Parking Impact

- 60+ parking spots at location
- Easy access to Interstate 93 (0.5 miles from the highway)
 - Limits the traffic impact in towards the center of Tewksbury
- Access met with a 3-way traffic light at the intersection of Dascomb Rd. / East St. & Shawsheen St.
 - Left turn onto Shawsheen from Dascomb is a green turn signal
- In front of 1695 Shawsheen St there are ~20,000 average daily vehicle trips (2013 study)
 - Estimates will create less than a 5% impact on the road
 - Smyth has contracted for a new traffic impact study



Floor Plan



- ~4,000 sq/ft floor plan
 - Large person capacity
 - Secure Entry & Exit
 - No visibility to the dispensary floor from the front of the building or from the Entry & Exit
 - Camera's located throughout the building with 24/7 recordings and 90 days of stores footage
 - Panic buttons placed at each POS station, ID check, office, Vault, Fullment and the Back Exits
 - Designated limited access areas with registered agents only allowed



*representative floor plan



Crowd Management

- The proposed Dispensary will be large enough to manage crowds including:
 - A large secure entrance and dispensary floor allowing for over 100+ customers to be onsite at any given customers to wait inside the retail marijuana establishment
 - 8+ Point of Sales allow to turn 100+ transaction per hour
 - Estimates have 50% of orders as pre-orders leading to fast transaction times (currently occurring in Lowell)
 - On-site security personnel (ability to add police detail if required)



Security



- The establishment will adhere to strict access control procedures. Live security will be present on site during all hours of operation to ensure that only customers over the age of 21 are able to gain access within the facility
- Surveillance systems include:
 - Extensive HD video surveillance systems in all areas that contain marijuana, all entry-and exit-points, the perimeter of the facility, and the parking lot
 - Redundant extrusion detection systems on all entry- and exit-points and panic, duress, and hold up alarms
 - Back up systems to operate even in the instance of power outage
 - Limited access areas that are limited to senior staff and security personnel
 - All security systems have the ability for full access by the Tewksbury Police Department



Security Continued

- Dedicated security personnel at key points of the premises
 - Managing the exterior of the building, including any crowds and vehicle flow
 - Checking ID's at the secure entry point of the location
 - Assisting in secure any product deliveries or cash pick ups
 - Employees will have tiered access to the facility based on job function. No employee will have access to an area of the facility that is not pertinent to their career
 - The facility exterior will be maintained and well lit
 - Police detail on premises if required



Nuisance Prevention

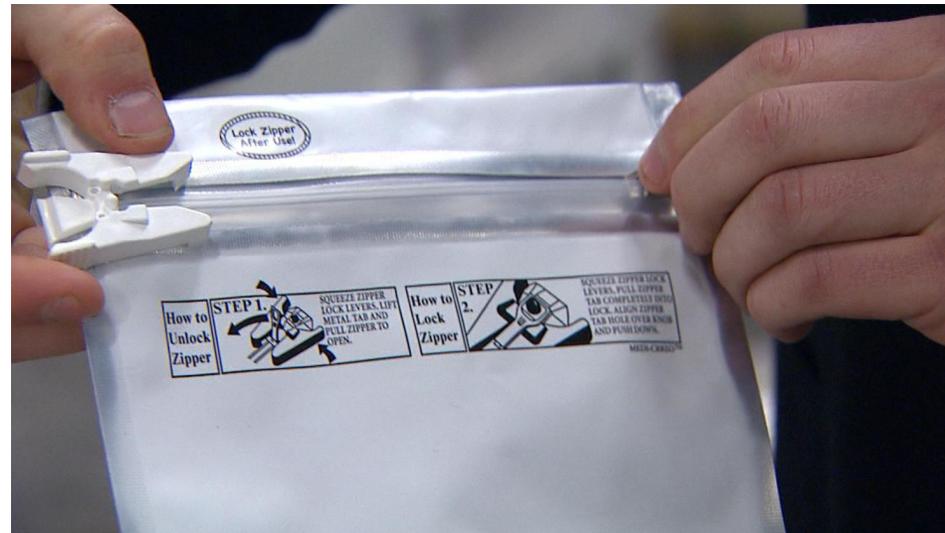
- Staff and security personnel will undergo rigorous training to implement a series of Standard Operating Procedures to ensure that our employees are well trained in the prevention of diversion to unauthorized parties and prevention of neighborhood nuisance
- Consumption of marijuana on-site or in the immediate neighborhood will not be tolerated. Anyone violating this provision will be immediately reported to local law enforcement
 - The following behaviors will not be permitted on site:
 - Any disturbance of the peace
 - Public consumption of cannabis
 - Illegal drug activity under state or local law
 - Littering
 - Excessive loitering or pedestrian / vehicular traffic
 - Illegal parking or violations of state and local traffic laws
 - Queuing of patrons or other obstructions of the public or private way



Preventing Diversion

- Smyth will only hire individuals aged 21 years or older. The company will not hire any individuals who have been convicted of distribution of controlled substances to minors
- If any member of the Smyth team distributes cannabis, intentionally or negligently, to an individual under the age of 21, they will be terminated and reported to the Cannabis Control Commission
- No products will be designed to appeal to individuals under the age of 21, including through recognizable characters, brands, or cartoons
- Smyth website will prompt users to confirm they are 21+ prior to navigating into the website
- All products will be packaged in tamper- or child-resistant packaging. They will be labeled with information including: the origin of the product; name of the product and product identity; type of marijuana used to produce the product; a list of ingredients including the full cannabinoid profile; a statement about serving size and servings per container; directions for use; and a statement that the product has been tested for contaminants including the date of testing

Childproof Packaging



Local Impact



- Smyth plans to give priority to all Tewksbury residents for employment opportunities
 - Estimated 30+ full time employees; \$1,500,000+ annual payroll
 - Priority given to those that may be affected by disproportionate impact

- Upon entering into a Host Community Agreement with the Town of Tewksbury; we will agree to pay an impact fee to the Town of Tewksbury



Our Commitment

- A Host Community Agreement that provides the Town of Tewksbury with annual revenue to direct towards priorities of its choosing
- Highly secured facility run by a seasoned cannabis operator
- Increased tax revenue through local option agreements
- Participation in neighborhood civic and business associations
- Support towards local charitable and community-building initiatives
- Well-paying, salaried jobs with a preference to hire local
- A robust community outreach program to ensure our proposal is built on a foundation of local input

SMYTH

CANNABIS CO.

Questions?



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001612538

ARTICLE I

The exact name of the corporation is:

PURE TEWKSBURY, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	86,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

1. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF STOCKHOLDERS. 2. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 3. STOCKHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY STOCKHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. 4. STOCKHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A STOCKHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY STOCKHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL STOCKHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. 5. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE STOCKHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: MARK S. BRESSLER
No. and Street: C/O SASSOON CYMROT LAW, LLC, 84 STATE STREET
SUITE 820
City or Town: BOSTON State: MA Zip: 02109 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JAMES STATIRES	181 STEDMAN STREET, UNIT 14 LOWELL, MA 01851 USA
TREASURER	JAMES STATIRES	181 STEDMAN STREET, UNIT 14 LOWELL, MA 01851 USA
SECRETARY	JAMES STATIRES	181 STEDMAN STREET, UNIT 14 LOWELL, MA 01851 USA
DIRECTOR	ANDREW STATIRES	181 STEDMAN STREET, UNIT 14 LOWELL, MA 01851 USA
DIRECTOR	TODD BRADY	181 STEDMAN STREET, UNIT 14 LOWELL, MA 01851 USA
DIRECTOR	JAMES STATIRES	181 STEDMAN STREET, UNIT 14 LOWELL, MA 01851 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL SALES

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 181 STEDMAN STREET

UNIT 14

City or Town: LOWELL State: MA Zip: 01851 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 181 STEDMAN STREET

UNIT 14

City or Town: LOWELL State: MA Zip: 01851 Country: USA

which is

its principal office an office of its transfer agent

an office of its secretary/assistant secretary its registered office

Signed this 17 Day of October, 2022 at 9:45:00 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

MARK S. BRESSLER

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:

October 17, 2022 09:44 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BY-LAWS
OF
PURE TEWKSBURY, INC.

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ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Section 3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

Section 4. Requirement of Notice. A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular

matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

Section 7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the

group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

Section 10. Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 11. Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 12. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 13. Shareholders List for Meeting.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

Section 1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

Section 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

Section 4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 5. Tenure. The terms of all Directors shall expire at the next annual

shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

Section 6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. Removal. The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 10. Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

Section 11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or

she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is

entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

Section 17. Compensation. The Board of Directors may fix the compensation of Directors.

Section 18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner

the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

Section 19. Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors

on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

Section 20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a

comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the

Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

Section 3. Qualification. The same individual may simultaneously hold more than one office in the Corporation.

Section 4. Tenure. Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

Section 5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

Section 7. President. The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 9. Secretary. The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 10. Standards Of Conduct For Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not

have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions,

reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

Section 2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

Section 3. Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

Section 4. Record and Beneficial Owners. The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

Section 5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
- (iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
- (v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;
- (vi) a list of the names and business addresses of its current Directors and officers; and
- (vii) its most recent annual report delivered to the Massachusetts Secretary of State.

Section 2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) only if:

- (1) his or her demand is made in good faith and for a proper purpose;
- (2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;
- (3) the records are directly connected with his or her purpose; and
- (4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

Section 3. Scope of Inspection Right.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

Section 4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII
INDEMNIFICATION

Section 1. Definitions. In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative and whether formal or informal.

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had

no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

Section 3. Advance for Expenses. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

Section 4. Determination of Indemnification. The determination of whether a Director officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director

who at the time does not qualify as a disinterested Director may not be voted on the determination.

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

Section 6. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture,

trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

Section 7. Application of this Article.

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be the year ending with December 31 in each year.

ARTICLE IX
AMENDMENTS

(a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

PLAN TO REMAIN
COMPLIANT
WITH LOCAL
ZONING

Pure Tewksbury, Inc. (“Pure”) will remain compliant at all times with the local zoning requirements set forth in the Town of Tewksbury Zoning Ordinance. In accordance with Zoning Ordinance Section 7.10, Pure’s proposed Recreational Marijuana Retail Facility (“RMRF”) is located in the Interstate Overlay Zoning District designated for such a use by Special Permit.

In compliance with 935 CMR 500.110(3) and Section 10(5)(b) of the Tewksbury Zoning Ordinance, Pure’s proposed RMRF is not located within five hundred (500) feet of a public or private, primary or secondary school providing education to children in kindergarten or grades 1 through 12. Additionally, pursuant to Section 10(5), the RMRF is not located within 1,000 feet of another Marijuana Dispensary or Recreational Retail Facility or 500 feet of any school or college serving a student population where any of the student population is under twenty-one years of age.

As required by the Zoning Ordinance, Pure will apply for a Special Permit and Site Plan Review from the Planning Board. Pure will also apply for any other local permits required to operate at the proposed location. Pure will comply with all conditions and standards set forth in any required local permit. Pure’s permit will expire in two years if it has not obtained a building permit.

Pure has already attended several meetings with various municipal officials and boards to discuss Pure’s plans and has executed a Host Community Agreement with the Town of Tewksbury. Pure will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Pure remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

BUSINESS PLAN

EXECUTIVE SUMMARY

Mission Statement and Message from Ownership Team

Pure Tewksbury, Inc. (“Pure”) DBA Smyth Cannabis Co. is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

License Types

Pure is applying for the following licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts: Marijuana Retailer at 1695 Shawsheen Street, Tewksbury, MA 01876

Proposed Dispensary Specifications

6,600 sq/ft stand alone building with 4,510 sq/ft dedicated to the Licensed Retail Dispensary and 2,090 of Smyth Corporate Office Space located at 1695 Shawsheen Street in the Interstate Overlay District of Tewksbury, MA.



Proposed Hours of Operation*

The Dispensary's proposed hours of operation are as follows:

Monday – Saturday: 9am – 10pm

Sunday: 10am – 10pm

*Smyth will follow guidance from the Town of Tewksbury in the event specific hours of operation in the Final Marijuana Retail Sales License Policies and Regulations states otherwise.

Parking Capacity

The location has 75 parking spots. Pure currently operates a high volume dispensary in Lowell, MA with ~40 parking spots and parking is ample for both employees and customers.

Experience in Massachusetts Licensed Cannabis

Pure's parent company currently owns and operates a successful licensed retail dispensary in Lowell, MA ("Lowell Dispensary") and a licensed retail cultivation facility in Lowell, MA ("Lowell Cultivation"). The Lowell Dispensary opened in December of 2021 and has over 40 full time employees. The Lowell Cultivation opened in January of 2021 and has over 40 full time employees. Pure's management team has been working for several years in Licensed Cannabis in the Commonwealth of Massachusetts and has significant expertise and personnel resources to successfully open and operate a licensed retail dispensary in Tewksbury, MA. Pure has already successfully navigated the Cannabis Control Commission licensing process and all required inspections to become operational and fully compliant. Based on this experience, Pure will be able to move quickly and efficiently.

Resources

Pure has the financial and personnel resources in order to open a licensed retail dispensary in Tewksbury, MA. Pure estimates opening a dispensary at 1695 Shawsheen Street, Tewksbury, MA will cost several millions dollars between construction costs, licensing and legal fees, working capital and initial inventory. Pure has the financial resources to execute this plan. In addition to financial resources, Pure can leverage its 80+ employees and experience to successfully navigate the regulatory and operational requirements.

What Drives Us

Pure's goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Pure's operations within its

- communities;
3. Hiring employees and contractors from within the communities served;
 4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
 5. Having a diverse and socially representative pool of employees;
 6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
 7. Running an environmentally friendly Marijuana Establishment.

COMPANY DESCRIPTION

Structure

Pure is a Massachusetts domestic for-profit corporation that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Pure will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Pure will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of finished, stored marijuana; conduct a monthly inventory of finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Pure will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will 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.

Pure will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Pure 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 will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Pure will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Pure will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Pure will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Pure will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Pure will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Pure. If Pure is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Pure has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Pure and Pure agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Pure will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Pure's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the

primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Pure's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Pure will maintain a current list of individuals with access. Pure will have security personnel on-site during business hours.

On-site consumption of marijuana by Pure's employees and visitors will be prohibited.

Benefits to Host Communities

Pure looks forward to working cooperatively with its host communities to ensure that Pure operates as a responsible, contributing member of those host communities. Pure has established a mutually beneficial relationship with its host communities in exchange for permitting Pure to site and operate.

Pure's host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Pure will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Pure's security systems and processes.
5. **Responsibility**: Pure is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: Pure's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Pure will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

Competitive Advantage

Pure possesses several strengths that separate Pure from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

Pure is a Massachusetts domestic for-profit corporation. Pure will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Pure will apply for all state and local permits and approvals required to build out and operate the facility.

Pure will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Pure will offer a wide range of products that will allow Pure to serve customers with a wide variety of needs. Products Pure intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Pure's pricing structure will vary based on market conditions. Pure plans to provide products of

superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Pure's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Pure plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Pure will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Pure will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a^{1/2})(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Pure will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Pure will market its products and services to reach a wide range of qualified consumers.

Pure will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Pure will provide a catalog and a printed list of the prices and strains of marijuana available to consumers and will post the same catalog and list on its website and in the retail store.

Sales

Pure will sell its products and services by engaging customers with knowledgeable personnel.

Pure will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Pure will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Pure has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.



Management Team

Pure's management team consists of successful business owners in cannabis, hospitality and real estate. Our team has run successful businesses in regulated markets (cannabis & alcohol) while operating both infrastructure driven businesses (real estate development/cannabis cultivation) and customer service driven businesses (bars & restaurants). Our team takes a hands-on management approach and is deeply involved in all ventures we have been involved in. We believe this will allow Pure to become the most successful marijuana operation within Tewksbury. Our entire team is located within 20 miles of the Town and plans to become an integral part of the community, driving positive impact.

Todd Brady, Partner

Prior to founding Pure, Todd is the founder of CO Development Holdings, Inc. (DBA Host Cannabis Co.) a licensed recreational cannabis cultivation Dispensary located in Aurora, Colorado. The facility consists of a 10,000 square foot building with ~250 HID & LED grow lights, a full lab and security room. Todd is also the founder of Rx Green Technologies, a leader in cannabis nutrient and enhancement products. Since founding the business in 2012, the Company has worked with hundreds of licensed cannabis cultivation facilities around the country. Prior to working in the cannabis space, Todd worked as an investment banker, venture investor and agriculture consultant. Todd received a B.A. from Gettysburg College in Management with a minor in Economics

Jim Statires, Partner

Prior to founding Pure, Jim Statires is an owner and operator of the Statires Group, LLC, which was founded in 2008. The Statires Group has owned multiple restaurants in Boston including currently Stats Bar and Grille in South Boston. They have been responsible for the day to day operations as well as managing 50+ employees. Jim has also been actively working in real estate development, completing over \$10M worth of new construction, focusing on the South End and North End neighborhoods in Boston. Jim received his B.A. from Colby Sawyer College in New

London, NH, graduating in 2001 with a degree in Communications.

Andrew Statires, Partner

Prior to founding Pure, Andrew Statires is an owner and operator of the Statires Group, LLC, which was founded in 2008. The Statires Group has owned multiple restaurants in Boston including currently Stats Bar and Grille in South Boston. They have been responsible for the day to day operations as well as managing 50+ employees. Andrew has also been actively working in real estate development, completing over \$10M worth of new construction, focusing on the South End and North End neighborhoods in Boston. Andrew received his B.A. from Middlebury College in Middlebury, VT, graduating in 2003 with a degree in American Studies, with a history focus.

FINAL REMARKS

Pure has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Pure hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Pure's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

PLAN FOR
OBTAINING
LIABILITY
INSURANCE

Pure Tewksbury, Inc. (“Pure”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Pure will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Pure will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Pure will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



Thursday, October 6, 2022

Town of Tewksbury
1009 Main Street
Tewksbury, MA 01876

To whom it may concern,

We have worked with Smyth Cannabis Co. on their two locations Pure Industries, Inc. and Pure Lowell, Inc. Deland, Gibson will be able to property insure additional locations, including the Tewksbury location.

Upon approval of their application, we will put the required insurance in place.

If you require additional information, please feel free to call me at 781-239-7652 or email at jstrauss@delandgibson.com

Thank you,

Janelle Strauss
Account Manager
Deland, Gibson Insurance Associates, Inc.

SECURITY PLAN

General Security Overview

Pure Tewksbury, Inc. (“Pure”) will implement policies and procedures to maintain a secure facility and to prevent diversion or other loss of marijuana products in accordance with 935 CMR 500.110 as set out by the Cannabis Control Commission (“Commission”). These policies are intended to protect the general public, employees, visitors, and customers. Pure will identify each individual seeking entrance into the marijuana establishment to ensure that only licensed and permitted marijuana establishment agents and such other individuals permitted by 935 CMR 500.000 are allowed access. These policies will also provide for the proper storage and disposal of marijuana products. Pure will ensure that all excess marijuana is disposed of safely and will have in place the necessary storage areas and equipment for proper storage of marijuana, including established limited access areas. This equipment will include but is not limited to locked safes or vaults, keys, alarms, and cameras. In addition to these measures, Pure will ensure that all marijuana products are kept out of plain sight of public places outside of the marijuana establishment. Pure will also implement policies and procedures for situations following inadvertent diversion or loss of marijuana products. Pure will work cohesively with law enforcement authorities and fire services and will share Pure’s security plans, policies, and procedures with those authorities.

Access to the Premises

Pure will implement security protocols and procedures to limit access to the licensed premises to only individuals that have been positively identified as 21 years of age or older. Loitering will be strictly prohibited. Pure will ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission or applicable laws are allowed to remain on the premises. All entrances to the facility will be clearly marked and secured with commercial grade locks, alarms and remain under clear surveillance 24 hours a day, 7 days a week to prevent unauthorized access.

Limited Access Areas

Pure will designate limited access areas by posting clearly visible signs, no smaller than 12” x 12” and which state: “Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only” in lettering no smaller than one inch in height. Limited access areas will only be accessible to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. Furthermore, limited access areas will be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, state and local law enforcement and emergency personnel. All limited access areas will be clearly described by the filing of a diagram of the premises reflecting entrances and exits, walls, partitions, retail, storage, and disposal areas.

Pure will require all employees to wear employee identification badges at all times while inside the marijuana establishment.

Visitor Policy

All outside vendors, contractors and visitors will be logged in and out, and Pure will maintain this log and make it available to the Commission for periodic inspection. Prior to entering a

limited access area, vendors, contractors and visitors will obtain a visitor badge and will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. Visitor badges will be visibly displayed at all times while the visitor is in any limited access area. Pure will ensure that all visitor identification badges are collected before visitors leave the premises.

Security and Alarm Requirements

Pure will ensure that all outdoor areas of the facility are properly secured against unauthorized access. Measures taken by Pure will include clear signage designating the area as a limited access area, commercial-grade locks, security alarms, and video cameras. The security alarm system will be continuously monitored by a third party and will alert employees of Pure within five minutes of a system failure (either by telephone, email, or text message). Pure will install video cameras at all entrances and exits as well as in any parking lot. Pure will ensure that all video surveillance footage is maintained in accordance with 935 CMR 500.110, can produce clear still photos with a date and time stamp embedded in all recordings, and can be stored in a standard format. 24-hour recordings from all video cameras will be made available for immediate viewing by the Commission. Recordings are retained for at least 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission (whichever is longer) and will not be destroyed or altered. Recordings are retained as long as necessary if Pure is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. Pure will ensure that the security equipment is in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the last test. On an annual basis, Pure will obtain a security audit by a vendor approved by the Commission. The security audit report will be provided to the Commission within 30 days of conducting the audit.

The interior of the establishment shall have video cameras in all areas that contain marijuana and directed at all safes, vaults, and sales areas. All cameras shall be angled as to allow for the capture of clear and certain identification of any person entering or exiting the establishment. Pure's facility will be equipped with a perimeter alarm on all building entry and exit points and perimeter windows. A duress, panic or hold up alarm connected directly to local public safety or law enforcement authorities will be installed in the vault and security surveillance area, at a minimum. Pure's security and alarm system will remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, Pure will take sufficient steps to ensure security on the premises in consultation with the Commission. Pure will demonstrate to the Commission's satisfaction the safeguards that are in place to ensure continuous operation of a security system. All security system equipment and recordings will be maintained in a secure location to prevent theft, loss, destruction and alterations. Access to security system equipment and recordings will be limited to authorized agents requiring access in accordance with their operational responsibilities and those other individuals expressly allowed access pursuant to 935 CMR 500.000.

Waste Disposal

In accordance with Pure's waste disposal policies and procedures, all waste will be disposed of in compliance with 935 CMR 500.105(12). Liquid waste containing marijuana or marijuana

byproducts will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. Any Marijuana containing organic material (as defined in 310 CMR 16.02: Definitions) will be ground up and mixed with other organic material (as defined in 310 CMR 16.02: Definitions) at the facility such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.

Solid waste containing marijuana will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located. A minimum of two marijuana establishment agents will be present and properly document the disposal of marijuana waste in accordance with 935 CMR 500.105(12)(d).

Storage and Facility Security

All finished marijuana and marijuana products will be securely stored in a locked safe or vault accessible to a limited number of authorized individuals to prevent diversion, theft, or loss. Pure's safes and vaults and any other equipment or areas used for the storage of marijuana and marijuana products will be securely locked. In accordance with Pure's security policies and procedures, the safes, vaults and any other aforementioned areas or equipment will be securely locked using commercial grade equipment and protected from entry, except for the actual time required to remove or replace marijuana. Pure will keep all locks and security equipment in good working order. Keys, if utilized by Pure, will be prohibited from being left in locks and stored or placed in an area accessible to persons other than specifically authorized personnel. In addition, Pure will maintain a list of individuals with access to keys and a policy for key issuance and lock replacement. Security measures will be strictly limited to specifically authorized marijuana establishment agents including accessibility of combination numbers, passcodes, electronic or biometric security systems.

The outside perimeter of the facility will be sufficiently lit to facilitate surveillance. All trees, bushes, and other foliage outside the establishment shall be maintained to prevent persons concealing themselves from sight. Pure will keep all marijuana products out of plain sight and not visible from a public place without the use of binoculars, optical aids or aircraft.

Emergency Policies and Incident Reporting

Pure will develop emergency policies and procedures for securing all products following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary. All security policies and procedures will be shared with local law enforcement authorities and fire services and periodically if the plans or procedures are modified in a material way.

Pure will immediately notify law enforcement authorities and the Commission of any security breach including, but not limited to, discovery of discrepancies identified during inventory, diversion or loss of any marijuana product, any criminal action involving or occurring on or in the Marijuana Establishment premises, any loss or unauthorized alteration of records related to marijuana, suspicious actions involving the sale, cultivation, distribution, processing or production of marijuana by any person, unauthorized destruction of marijuana, failure of an alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours, activation of an alarm system or other event that requires response by public safety personnel or security personnel, or any other breach of security. Notification will be immediate, and in no instances, more than 24 hours after the incident occurs. Pure will provide written notice in the form of an incident report to the Commission within ten calendar days of any incident described in 935 CMR 500.110(9)(a). Pure will maintain records and documentation of any reportable incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

Cash Handling and Transportation Requirements

If Pure enters into a contract to deposit funds with a financial institution that conducts any transaction in cash, Pure will establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers, and the general public. Adequate security measures will include:

1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. A written process for securing cash and ensuring transfers of deposits to Pure's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities; and
4. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

Notwithstanding the requirement of 935 CMR 500.110(7)(a)(4), Pure may request an alternative security provision under 935 CMR 500.110(2) for purposes of cash transportation to financial institutions and DOR facilities. Any approved alternative security provision will be included in the security plan shared with law enforcement in the municipality in which Pure is licensed and periodically updated as required under 935 CMR 500.110(1)(q). To be determined to provide a sufficient alternative, any such alternative safeguard shall include, but may not be limited to:

1. Requiring the use of a locked bag for the transportation of cash from a Pure facility to a financial institution or DOR facility;
2. Requiring any transportation of cash be conducted in an unmarked vehicle;

3. Requiring two registered Marijuana Establishment Agents employed by Pure to be present in the vehicle at all times during transportation of deposits;
4. Requiring real-time GPS tracking of the vehicle at all times when transporting cash;
5. Requiring access to two-way communications between the transportation vehicle and Pure;
6. Prohibiting the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution or DOR facility; and
7. Approval of the alternative safeguard by the financial institution or DOR facility.

All written safety and security measures developed under 935 CMR 500.105(7) will be treated as security planning documents, the public disclosure of which would jeopardize public safety.

INVENTORY PLAN

Pure Tewksbury, Inc. (“Pure”) will maintain real-time inventory in compliance with 935 CMR 500.105(8), including, at a minimum, maintaining inventory of marijuana plants; marijuana plant seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. All marijuana seeds, clones, plants, and marijuana products will be tagged and tracked within Metrc.

Pure will utilize Metrc, a real-time seed-to-sale tracking system, which will provide the electronic tracking of individual marijuana plants, including during cultivation, growth, harvest and preparation of marijuana products (as applicable), and final sale. Metrc will allow Pure to utilize unique-plant and unique-batch identification numbers to accurately track inventory.

Pure will:

- Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
- Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
- Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
- Promptly transcribe inventories if taken by use of an oral recording device.

The record of each inventory 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. All inventory records will be kept in accordance with Pure’s record keeping procedures. Pure’s agents will document and Pure will report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.

Pure will only sell and market inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Waste Disposal

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated from other products and destroyed in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Specifically, liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge

Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

Organic material, recyclable material, and solid waste generated at a marijuana establishment will be redirected or disposed of as follows:

- Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
- To the greatest extent feasible:
 - Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
- Solid waste containing marijuana waste will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.

No fewer than two Pure agents will witness and document how the marijuana waste is disposed of or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Pure will create and maintain a written or 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 Pure agents will be present during the disposal or other handling, with their signatures. Pure will keep these records for at least three years. Pure understands that this period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

STORAGE PLAN

Pure Tewksbury, Inc. (“Pure”) will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Pure will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage 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, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Pure will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

TRANSPORTATION

PLAN

General Overview

Pure Tewksbury, Inc. (“Pure”) will ensure that all transported marijuana and products are properly tracked through Metrc. Pure will properly track and label all seeds and clones in the form and manner deemed acceptable by the Commission. Pure will only transport marijuana from its licensed facilities to other licensed Marijuana Establishments as permitted by Pure’s license.

There will be no advertising, marketing or branding, including, but not limited to, vinyl wrapped vehicles, signs, logos or markings, indicating that the vehicle is being used to transport marijuana on transportation vehicles or company cars.

All vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture.

In the event that any marijuana product is undeliverable or refused by the destination, Pure will ensure that it will be transported back to Pure’s originating facility.

Pure will staff all vehicles transporting marijuana and marijuana products with at least two Pure agents, one of whom will remain in the vehicle at all times that the vehicle contains marijuana or marijuana products. Prior to departing the premises to transport marijuana products, Pure will make a video record of weighing, inventorying, and accounting for all marijuana products to be transported.

When receiving transported marijuana, within eight hours after arrival, Pure will re-weigh, re-inventory, and account for, on video, all marijuana and marijuana products received. When videotaping the weighing, inventorying, and accounting of marijuana and marijuana products before transportation or after receipt, Pure will ensure that the video shows each product being weighed, the weight, and the manifest.

Prior to departure from its facility, Pure will package marijuana and marijuana products in sealed, labeled, and tamper-resistant or child-resistant packaging, and ensure that marijuana and marijuana products remain as such during transportation.

All vehicles and transportation equipment used in the transportation of marijuana products requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana or marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Any vehicle used to transport marijuana or marijuana products will be owned or leased by Pure or a marijuana transporter, will be properly registered, inspected and insured in the Commonwealth, and equipped with an alarm system.

In the case of an emergency stop during the transportation of marijuana or marijuana products, Pure will maintain a log describing the reason for the stop, the duration of the stop, the location of the stop, and any activities of its personnel exiting the vehicle.

Pure will ensure that all routes used for the transportation of marijuana or marijuana products are randomized and remain within the Commonwealth.

Storage Requirements

Pure will transport marijuana and marijuana products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Marijuana and marijuana products will not be visible from the outside of the vehicle.

If and when Pure transports marijuana or marijuana products to more than one Marijuana Establishment at a time, the marijuana and marijuana products for each marijuana establishment will be kept in a separate locked storage compartment during transportation, and separate manifests will be maintained for each marijuana establishment. If and when Pure is transporting marijuana and marijuana products to multiple marijuana establishments, Pure will obtain permission from the Commission to adopt reasonable alternative safeguards. When transporting marijuana and marijuana products, no other products will be transported or stored in the vehicle nor will firearms be located in the vehicle or on transporting agents.

Communications

Any vehicle used by Pure to transport marijuana and marijuana products will contain a global positioning system (GPS) monitoring device that is: 1) not a mobile device that is easily removable; 2) attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and 3) monitored by Pure during transport of marijuana and marijuana products. Pure will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Pure agent transporting marijuana products will have access to a secure form of communication with personnel at Pure at all times that the vehicle contains marijuana and marijuana products. Pure will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Prior to and immediately after leaving Pure premises, Pure agents will be required to use a secure form of communication to contact agents at the Pure facility to test communications and GPS operability. In the event that communications or the GPS system fail while on route, the Pure agents transporting marijuana or marijuana products must return to the originating Pure location until the communication system or GPS system is once again operational.

Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Pure facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Pure will ensure that there is a Pure agent assigned to monitoring the GPS unit and secure form of communication, who will be required to log all official communications with marijuana establishment agents transporting marijuana products. All manifests used in the transportation of marijuana will be filled out by Pure agents in triplicate, with the original manifest remaining with Pure, a second copy provided to the destination marijuana establishment upon arrival, and a copy to be kept with the Pure agent during transportation and returned to the marijuana establishment or marijuana transporter upon completion of the transportation. Pure will securely transmit the manifest to the destination marijuana establishment via facsimile or email prior to departure.

Upon arrival at the destination marijuana establishment, Pure's agents will compare the manifest produced by Pure agent and the copy transmitted by facsimile or email to the destination marijuana establishment. Each manifest will include, at a minimum, the originating marijuana establishment name, address, and registration number; the names and registration numbers of the agents who transported the marijuana products; the name and registration number of the marijuana establishment agent who prepared the manifest; the destination marijuana establishment name, address, and registration number; a description of the marijuana and marijuana products being transported, including the weight and form or type of the product; the mileage of the transporting vehicle at departure from Pure and mileage upon arrival at destination marijuana establishment, as well as mileage upon return to Pure; the date and time of departure from Pure and arrival at destination marijuana establishment for each transportation; a signature line for the marijuana establishment agent who receives the marijuana products; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; the name of the marijuana establishment agent at the destination marijuana establishment who re-weighed and re-inventoried products; and the vehicle make, model, and license plate number.

Pure will maintain the manifest inside of its vehicle throughout the entire transportation process until delivery is complete. All transportation manifests will be retained by Pure for a minimum of one year and will be available for inspection by the Commission upon request.

Should any unusual discrepancy occur in weight or inventory, Pure agents will document and report the discrepancy to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy. Pure agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents.

Each agent transporting or otherwise handling marijuana or marijuana products for Pure will be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Pure prior to transporting or otherwise handling Pure's marijuana or marijuana products.

All Pure agents will carry their registration cards at all times when transporting marijuana or marijuana products for Pure and will produce their registration card to the Commission or law enforcement officials upon request. Pure will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Pure transportation vehicles as necessary.

PLAN TO
RESTRICT
ACCESS TO 21
YEARS OF AGE

Pursuant to 935 CMR 500.050(8)(b), Pure Tewksbury, Inc. (“Pure”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Pure agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Pure discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Pure will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Pure will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Pure will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Pure will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, “**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**” Pursuant to 935 CMR 500.105(6)(b), Pure packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Pure’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

PREVENTION OF **DIVERSION PLAN**

Pure Tewksbury, Inc. (“Pure”) operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission’s Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Identification will be verified on the premises to ensure that only individuals 21 years or older are permitted in Pure’s adult-use marijuana establishment.
- Providing samples or giving away marijuana to consumers is prohibited.
- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Pure will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission’s regulations will be affixed to all applicable products, and Pure’s labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging will be used for applicable marijuana products, and Pure’s products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Pure will maintain real-time inventory and will track and tag all marijuana seeds, clones, plants, and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Pure will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a separate area, until such products are destroyed; and Pure will comply with all other storage requirements under 935 CMR 500.105(11).

- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed of or otherwise handled, and Pure will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Pure will comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 will be followed, including:
 - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products at Pure's adult-use marijuana establishment location to protect the premises, employees, Pure's agents, consumers, and the general public;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
 - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
 - Restricting access to employees, agents or volunteers specifically permitted by Pure, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
 - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
 - Obtaining, at Pure's own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).
- All other additional operating requirements for retail sale under 935 CMR 500.140 will be followed, including:
 - Limiting sales to one ounce of marijuana or five grams of marijuana concentrate to a consumer per day;
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and in conjunction with Metrc;
 - Providing educational materials to consumers stating that they may not sell marijuana to any other individual and which include information regarding penalties for possession and distribution of marijuana in violation of Massachusetts law, as well as any other information required by the Commission.

QUALITY
CONTROL AND
TESTING
PROCEDURES

Quality Control

Pure Tewksbury, Inc. (“Pure”) will comply with the following sanitary requirements:

1. Any Pure agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Pure agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Pure’s 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 Pure’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Pure’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Pure will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Pure’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Pure’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Pure’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Pure will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Pure acknowledges and understands that the Commission may require Pure to demonstrate the intended and actual use of any toxic items found on Pure’s premises;
11. Pure will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Pure’s needs;

12. Pure's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross connections between the potable and wastewater lines;
13. Pure will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Pure will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Pure will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Pure's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Pure will ensure that Pure's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

Testing

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

Any Independent Testing Laboratory relied upon by Pure for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation

Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Pure's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Pure's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Pure's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Pure acknowledges and understands that the Commission may require additional testing.

Pure's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Pure and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Pure will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Pure acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Pure's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Pure for disposal or by the Independent Testing Laboratory disposing of it directly. All single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.

Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

PERSONNEL
POLICIES
INCLUDING
BACKGROUND
CHECKS

Overview

Pure Tewksbury, Inc. (“Pure”) will securely maintain personnel records, including registration status and background check records. Pure will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Pure and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken;
 - Notice of completed responsible vendor and eight-hour related duty training; and
 - Results of initial background investigation, including CORI reports.
- Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Pure will undergo a detailed background investigation prior to being granted access to a Pure facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Pure pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for

purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Pure will consider:
 - All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Pure will:
 - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Pure will consider the following factors:
 - Time since the offense or incident;
 - Age of the subject at the time of the offense or incident;
 - Nature and specific circumstances of the offense or incident;
 - Sentence imposed and length, if any, of incarceration, if criminal;
 - Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - Relationship of offense or incident to nature of work to be performed;
 - Number of offenses or incidents;
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the

- subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
- Any other relevant information, including information submitted by the subject.
 - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Pure or the Commission.

Personnel Policies and Training

As outlined in Pure's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Pure agents are required to complete training as detailed in Pure's Qualifications and Training plan which includes but is not limited to Pure's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Pure will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Pure operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a

foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING

POLICIES

General Overview

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

Recordkeeping

To ensure that Pure is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Pure’s quarter-end closing procedures. In addition, Pure’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Pure.

Personnel Records

At a minimum, Personnel Records will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Pure and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and a record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

Handling and Testing of Marijuana Records

- Pure will maintain the results of all testing for a minimum of one (1) year.

Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

Seed-to-Sale Tracking Records

- Pure will use Metrc as the seed-to-sale tracking software to maintain realtime inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana

and marijuana products awaiting disposal.

Sales Records for Marijuana Retailer

- Pure will maintain records that it has performed 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 the sales data and produce such records on request to the Commission.

Incident Reporting Records

- Within ten (10) calendar days, Pure will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Pure for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Pure's jurisdiction on request.

Visitor Records

- A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

- When marijuana or marijuana products are disposed of, Pure will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Pure agents present during the disposal or other handling, with their signatures. Pure will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Pure is aware of pending criminal, civil or administrative investigation or legal

proceedings for which the recording may contain relevant information.

Transportation Records

- Pure will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

Vehicle Records (as applicable)

- Records that any and all of Pure's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Responsible Vendor Training

- Pure shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority on request during normal business hours.

Closure

- In the event Pure closes, all records will be kept for at least two (2) years at Pure's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Pure will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

Written Operating Policies and Procedures

- Policies and Procedures related to Pure's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Pure's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);

- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Pure operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Pure, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Pure's website.
- Policies and procedures for the handling of cash on Pure premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an

emergency action plan.

License Renewal Records

- Pure shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

Pure Tewksbury, Inc.'s ("Pure") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - 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 Pure.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Pure 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. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;

- Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Pure shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS
AND INTENDED
TRAINING

Pure Tewksbury, Inc. (“Pure”) will ensure that all employees hired to work at a Pure facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

All of Pure’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Pure is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Pure will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Pure’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Pure’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

DIVERSITY PLAN

Pure Tewksbury, Inc. (“Pure”) believes in creating and sustaining a robust policy of inclusivity and diversity. Pure recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Pure is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Pure has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Pure's operations.

Goals

In order for Pure to promote equity for the above-listed groups in its operations, Pure has established a goal of increasing the number of individuals falling into the above-listed demographics working in the establishment through thoughtful recruitment initiatives and retaining employees by providing tools to ensure upward growth in the organization.

Diversity Recruitment and Sourcing

Pure's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Advertising employment opportunities in a local newspaper as, including bilingual newspapers, networking groups for those who identify as minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations, and posting job options on public boards. At least one (1) advertisement will occur whenever a job becomes available;
- Advertising employment opportunities with organizations serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals. At least one (1) advertisement will occur whenever a job becomes available;
- Providing at least one (1) briefing to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available;
- Encouraging employees from diverse groups to refer applicants for employment;
- Participating in career day programs by sending at least (2) employees to Tewksbury based career day programs and encouraging Pure's diverse employees to participate;
- Participating in or hosting job fairs with a focus on attracting individuals falling into the above-listed demographics. Pure hopes to host at least one (1) job fair annually in the City of Tewksbury with at least 25% of all open positions filled with applicants hired from the fair, subject to the suitability of the applicants and specifically using best efforts to hire at least 4 employees that are women and or minorities and 1 employee that identify as Minorities etc and LGBTQ and with a disability.

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Pure's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Pure will offer promotions, career counseling, and training to provide all (100%) employees with equal opportunity for growth and to decrease turnover. Pure will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Pure will ensure that all employees receive equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Pure anticipates hosting quarterly educational training sessions.

Pure's diversity awareness training emphasizes Pure's zero-tolerance commitment of harassment and discrimination and Pure's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Pure employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan. Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. All employees will also be required to complete at least one (1) diversity training each year to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Measuring Progress

The Director of Human Resources at Pure will be responsible for auditing the Diversity Plan annually prior to license renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on minority, women, disabled, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- A comprehensive description of all efforts made by Pure to monitor and enforce the Diversity Plan;
- Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of promotions for people falling into the above-listed demographics since initial licensure;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation.

Acknowledgements

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

ENERGY
COMPLIANCE
PLAN

Pure Tewksbury, Inc. (“Pure”) has identified efficient lighting, HVAC equipment and building materials. The lighting equipment used by Pure is LED lighting, which is significantly more expensive than HID lighting, but is much more efficient. In addition, the HVAC used in the facility is rated with high efficiency. To further demonstrate Pure’s compliance with the energy efficiency and conservation regulations when a Host Community Agreement is issued to Pure and Pure develops construction documents, an energy efficiency report will be prepared by a Licensed Professional Engineer. Pure will continue to research and consider future renewable energy options that can be implemented within the facility that are also cost effective.

Pure also plans on engaging with the energy aggregation program offered by the Town of Tewksbury.

PLAN TO OBTAIN **MARIJUANA**

Pure Tewksbury, Inc. (“Pure”) has affiliated entities; Pure Industries, Inc. which currently cultivates marijuana products and Pure Lowell, Inc. which currently is a marijuana retailer located in Lowell, MA with established wholesale relationships throughout the Commonwealth of Massachusetts.

To the extent that Pure’s operations are not co-located on the same property, Pure will ensure that the transportation of any marijuana and marijuana products between the two facilities will be carried out in compliance with the transportation and security requirements of 935 CMR 500.000 et seq. All marijuana and marijuana products will be tested by an Independent Testing Laboratory and will be deemed to comply with the standards required under 935 CMR 500.160 prior to the sale or marketing for adult use of any such marijuana or marijuana products.

Additionally, Pure reserves the right to purchase marijuana or marijuana products from other entities licensed to cultivate, manufacture, and distribute marijuana and marijuana products under 935 CMR 500.000 et seq. Pure will ensure that all marijuana and marijuana products purchased from licensed marijuana cultivators and product manufacturers are in compliance with 935 CMR 500.160(9), requiring marijuana and marijuana products be tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 prior to the sale or marketing for adult use of any such marijuana or marijuana product.

DISPENSING PLAN

In accordance with 935 CMR 500.140(2), access to Pure Tewksbury, Inc.'s ("Pure") facility is limited to individuals 21 years of age and older. Upon a customer's entry into Pure's premises, a Pure agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old; failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Pure agent.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates Metrc and Pure's seed-to-sale tracking system that is compliant with 935 CMR 500.105(8) and does not allow for transactions in excess of daily sales limitations or potency level violations. Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or its combined dry weight equivalent in Marijuana concentrate or edible Marijuana Products to a retail customer per day. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate, including but not limited to Tinctures. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in edible Marijuana Products. Topicals and ointments shall not be subject to a limitation on daily sales. Pure will not sell Marijuana or Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4). All required taxes will be collected at the point of sale. Pure will adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales. In accordance with 935 CMR 500.140(4)(d)-(e), Pure will not sell marijuana products containing nicotine or alcohol if the sale of such alcohol would require licensure pursuant to M.G.L. c. 138.

Once a customer has selected a product for purchase, a Pure agent will collect the chosen items from the designated product storage area. A Pure agent will then scan each product barcode into the point of sale system. Pure will only utilize a point-of-sale system approved by the Commission in consultation with the Department of Revenue and will not utilize software or other methods to manipulate or alter sales data. In the event of a flower sale, staff will weigh the chosen amount of flower and then place it in a tamper resistant/child-resistant, resealable package that is compliant with 935 CMR 500.105(6). A Pure agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

In the event a Pure agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. This includes, but is not limited to, a Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion. Pure will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

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

Pursuant to 935 CMR 500.140(5)(d), Pure 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. If any such malware is found, Pure will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Pure will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Pure will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Should Pure elect to enter into Delivery Agreements with Delivery-Only Retailers for the purpose of transacting home deliveries to Consumers under 935 CMR 500.050(9), Pure will establish a Pre-Verification process for Consumers who intend to place orders for delivery with Pure. To comply with the requirements of pre-verification, Pure shall require the Consumer to appear in-person at Pure to present the Consumer's valid, unexpired government-issued photo identification and examine the identification and verify that the individual Consumer presenting the identification is the individual Consumer that matches the identification and that the individual Consumer is 21 years of age or older. Pure will collect and maintain relevant information about the individual Consumer, for the purpose of transacting a delivery and ensuring that the recipient of a delivery under 935 CMR 500.145: *Additional Operational Requirements for Delivery of Marijuana and Marijuana Products to Consumers* is legally allowed to receive Marijuana and Marijuana Products, including the individual's name, date of birth, address, telephone number, and email address. Any such information collected by Pure shall be used solely for the purpose of transacting a delivery of Marijuana or Marijuana Products and shall be otherwise maintained confidentially.

Pure places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Pure staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to Pure's policies governing quality control per 935 CMR 500.105.

In compliance with 935 CMR 500.140(6), Pure will make educational materials available to consumers (in adequate supply) in commonly spoken languages, which will include but not be limited to appropriate materials for the visually and hearing impaired designed to assist in the selection of marijuana and marijuana products. Pure's educational materials will describe the varying types of products available at Pure, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics

discussed in consumer materials will include potency; proper dosage; information to assist in the selection of marijuana; the delayed effects of edible marijuana products; and facts regarding substance abuse signs and symptoms and related treatment programs, marijuana tolerance, dependence, and withdrawal. Consumers will be provided a material that will enable them to track the strains used and the associated effects. Pure agents will be available to discuss the associated effects of specific strains and products at the dispensary, by telephone and via email. The consumer education materials will include the following:

- A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- A statement that consumers may not sell marijuana to any other individual; and
- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law.

PLAN TO
POSITIVELY
IMPACT

Overview

As a proposed facility located within an area of disproportionate impact, Pure Tewksbury, Inc. (“Pure”) is dedicated to serving and supporting the surrounding community. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Pure’s intention to be a contributing, positive force in areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support such populations, Pure has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”).

Goals

In order for Pure to positively past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, Pure has established the following goals:

1. Providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers; and
2. Providing staff time dedicated towards positively impacting a geographical location designated as a disproportionately impacted area that will have a positive impact on the members of that community or the community as a whole.

Programs

Pure has developed specific programs to effectuate its stated goals to positively impact areas of disproportionate impact. Such programs will include the following:

1. Conduct at least two (2) one-hour industry-specific educational seminars in the Town of Tewksbury annually across one or more of the following topics: marijuana cultivation techniques, marijuana product manufacturing, marijuana business training, marijuana compliance, and energy efficient cultivation practices. Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies and community centers; and circulated to marijuana advocacy organizations. Pure will aim to have at least 25 people at each seminar.

2. Provide an annual contribution of \$5,000 to the Old Colony YMCA to support their programs and services in Tewksbury, Massachusetts that provide direct support for individuals, youth, and families suffering from addiction.

Measurements

The Compliance Officer will be responsible for developing measurable outcomes to ensure Pure continues to meet its commitments. Such measurable outcomes, in accordance with Pure's goals and programs described above, include:

- Number and subject matter of trainings offered and performed, and to whom;
- Number of individuals who attended the trainings;
- Feedback received from evaluations of individuals attending the trainings; • Employee hours showing time investments in specific local causes; and
- Number of employee community service events held.

The Compliance Officer will review and evaluate Pure's measurable outcomes upon PCR renewal to ensure that Pure is meeting its commitments. Pure is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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