

# Resolution of the City of Jersey City, N.J.

**File No.**            **Res. 22-618**  
**Agenda No.**     **10.80**  
**Approved:**       **Aug 17 2022**



**RESOLUTION PROVIDING LOCAL SUPPORT FOR UFORIA LLC TO OPERATE A CLASS 5 CANNABIS BUSINESS**

**COUNCIL offered and moved adoption of the following resolution:**

**WHEREAS**, pursuant to the provisions of P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act”, the City of Jersey City adopted Ordinance No. 21-053 (as amended), to regulate and tax cannabis businesses with the City; and

**WHEREAS**, pursuant to N.J.A.C. 17:30-7.1, N.J.A.C. 17:30-7.8, and N.J.A.C. 17:30-7.10 Alternative Treatment Centers (“ATCs”) and applicants for cannabis business licenses (“license-applicants”) need to submit proof of local support in the form of municipal approval as part of either their certification (ATCs) or application (cannabis business license applicants); and

**WHEREAS**, the Cannabis Control Board has reviewed and considered the applications of Uforia LLC for a Class 5 Retail Cannabis license to operate a cannabis facility in Jersey City; and

**WHEREAS**, the City Council has determined that it has authorized the type of cannabis business license being sought by the below applicant to operate within its jurisdiction; and

**WHEREAS**, the City Council has not imposed a limit on the number of licensed cannabis businesses within its jurisdiction, and has therefore determined that the issuance of a license to the below license-applicants by the State Cannabis Regulatory Commission would not exceed any licensing limits; and

**WHEREAS**, the City Council submits no preferences in regard to licensing and provides the below license-applicant with local support with no particular preference; and


**WHEREAS**, the Jersey City Cannabis Control Board reviewed the license-applicant’s submission and recommended that the Council provide a governing body resolution in support of the application pursuant to the resolution and report attached hereto; and


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:**

1. That the City Council of the City of Jersey City hereby authorizes the issuance of this resolution of local support for the purpose described herein.

Resolution providing local support for Uforia LLC to operate a Class 5 cannabis business

APPROVED AS TO LEGAL FORM


  
\_\_\_\_\_  
Business Administrator


  
\_\_\_\_\_  
Corporation Counsel

☐ Certification Required

RECORD OF COUNCIL VOTE – Aug 17															8-0
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent	N.V. – (Abstain)
RIDLEY	✓				SALEH	✓				DEGISE	✓				
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓				
BOGGIANO				✓	GILMORE	✓				WATTERMAN, PRES	✓				

Adopted at a meeting of the Municipal Council of the City of Jersey.

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
City Clerk

Resolution providing local support for Uforia LLC to operate a Class 5 cannabis business

RESOLUTION FACT SHEET -

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Project Manager

Maynard Woodson, Director of Licenses		2015475843	MWoodson@jcnj.org
Department	Department of Housing, Economic Development, and Commerce		
Division	Division of Commerce		

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Meeting	Regular Meeting of Municipal Council - Aug 17 2022
---------	--

Purpose

Resolution providing local support for Uforia LLC to operate a Class 5 cannabis business
--

ATTACHMENTS:

<a href="#">Uforia Resolution</a> <a href="#">Uforia Kidz 1st MOU</a> <a href="#">Uforia LLC Jersey City Road Runners MOU</a> <a href="#">Uforia Anti Violence Coalition Hudson MOU</a> <a href="#">Uforia_JCRoadRunners</a>
--

Approved by  
Thomas Slattery, Attorney  
John Metro, Business Administrator

Status:  
Approved - Aug 09 2022  
Approved - Aug 10 2022

IN THE MATTER OF THE APPLICATION OF UFORIA, LLC  138 Griffith Street  APPLICATION CCB-22-10	JERSEY CITY CANNABIS CONTROL BOARD HEARING  PRELIMINARY RESOLUTION OF FINDINGS AND CONCLUSIONS OF THE BOARD
--	--

**WHEREAS**, Uforia, LLC on June 27, 2022 presented their plans to open a Class 5 Retail Cannabis Dispensary and their desire to obtain Cannabis Control Board support of that application; and

**WHEREAS**, Uforia, LLC submitted its business plan and other supporting documents to the Cannabis Control Board and demonstrated proof that it has secured a location for its proposed operations at 404 Central Avenue Jersey City Heights; and

**WHEREAS**, the Cannabis Control Board conducted a thorough review of this application pursuant to City Ordinance 22-003 and City Ordinance 21-053; and

**WHEREAS**, the Cannabis Control Board is satisfied that Uforia, LLC will have a positive impact on the City's community and the Board finds that this application is consistent with the intent of the City's Cannabis ordinances.

**NOW THEREFORE BE IT RESOLVED** by the Cannabis Control Board for the City of Jersey City, that the following Findings of Fact and Conclusions of Law are hereby made and determined:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Notice of this hearing to residents within 200 by mail is not required by law and therefore no legal obligation exists for the applicant to do so.
2. Jurisdiction lies with the Cannabis Control Board, pursuant to City Ordinance §21-053 and City Code §84-51.
3. The proceedings in this matter were recorded. The facts in this Resolution are not intended to be all-inclusive, but merely a detailed summary and highlight of the complete record made before the Board.

4. The subject premises is located at 17 Concord Street, Jersey City, New Jersey.

June 27, 2022

5. Rodney Nelson, Esq., and Zachery Rosenberg, Esq., attorneys for the Applicant, presented the application and stated that the Applicant seeks approval to operate an adult use micro retail Cannabis Dispensary at 138 Griffith Street, which is located in the "Heights" section of Jersey City. They stated that they would be presenting three (3) witnesses before the board (Sean Prendergast, Hugh Giordano, and Bashkim Spahi). Attorneys for Applicant informed the board that Mr. Spahi is a heights resident, and he has been there for over six (6) years. They also stated that Mr. Spahi worked for and loves the community of Jersey City. The application was not previously heard by the Jersey City Planning Board but was submitted for their approval. The Planning Board directed the applicants to first obtain approval from the Cannabis Control Board prior to hearing the application.
6. Mr. Bashkim Spahi of 17 Concord Street, Jersey City, New Jersey, was sworn in and presented the Board with his credentials and qualifications as the sole owner of Uforia, LLC. He went on to testify that he has worked in Jersey City for thirteen (13) years and was looking to open a cannabis dispensary in the Heights. He went on to state that his mission was to change people's views on cannabis and how it's used and the benefits that can come out of using it. He made it clear that he is wants to give back to the Jersey City community. He states that by giving the community a responsible way to obtain cannabis would be a great way to do so. Uforia, LLC plans to hire eight (8) employees. Most of those hires are planned to be Jersey City residents. He intends to post local advertisements on Craigslist as a local hiring strategy. He has been in contact with 398 MLK and discussed training classes for people to lean about cannabis. His goal is to hire 75 percent local employees from Jersey City. Mr. Spahi stated before the Board that he intends to give one (1) percent (or a minimum of \$10,000.00) of his first year's gross sales back to the community. Uforia, LLC intents to partner with Hamilton Park Summer League, which is located in Downtown Jersey City, specifically, in Hamilton Park, No

Kid Hungry, and Wounded Warrior. Mr. Spahi stated that he had formed relationships with these organizations/non-profits through his previous employment and intended to move forward with those relationships in his new cannabis venture. Mr. Spahi testified that Uforia, LLC has identified some local charities such as The Sharing Food Pantry, Big Brother, Big Sister of Hudson County, and Kids First and intends to become involved with these organization as part of its plan to give back to the community. Mr. Spahi went on to state that he wants to research a way that he can help people in the community clear their criminal records (expunge) of charges involving cannabis. He stated that many of his friends have been affected and charged criminally for the use of cannabis and it is something that he feels strongly about and wants to help with. Attorneys for the applicant stated that they had pro bono connections with Northeast New Jersey Legal Services who would be happy to partner with Uforia, LLC. Northeast New Jersey Legal Services offers services that include but are not limited to expungements. Uforia has not contacted a security company at the date of the hearing but has made preliminary steps in an attempt to plan on how to protect the dispensary, its customers, and its product most effectively. Uforia, LLC will be operating one (1) block away from the local police department.

7. Members of the Board asked Mr. Spahi a series of questions focusing on community outreach which the Board takes very seriously. They requested that Mr. Spahi give a detailed explanation as to what Uforia, LLC intends to do in the future to help the community. Mr. Spahi with assistance of counsel gave a detailed list of organizations that it seeks to become involved with based on Mr. Spahi and his counsel's past relationships. Chairwoman Bunney questioned the applicant about security and crowd control. Mr. Spahi made it clear that he intends to contact security companies and has made preliminary steps in its security plans. The Board was please hear that the local police headquarters is located one (1) block away from the proposed site.
8. Mr. Rosenberg next introduced Sean Prendergast who is a consultant for Uforia, LLC.
9. Mr. Sean Prendergast of 2517 Rivertowne Parkway, Mount Pleasant, South Carolina was sworn in and presented the

Board with his credentials and qualifications. He introduced himself as an ex-attorney from Denver Colorado who was a general consultant to Uforia, LLC with a specialty in financial planning. Mr. Prendergast's testimony revolved largely around cutting prices of cannabis for the community and he proposed a pseudo "co-op plan with other dispensaries in the area.

10. Commissioner Kaplowitz questions Mr. Prendergast on the business plan. Cannabis Board Attorney Ronald Mondello and Chairwoman Bunney both deemed the testimony and line of questioning in regard to the financial background of the products as irrelevant to the application before the Board. Mr. Mondello made it clear that the business model was a tough sell because competitors would be "getting into bed" with each other for a cut in prices.

11. Mr. Hugh Giordano of Local 152 was sworn in and presented the Board with his credentials and qualifications. Mr. Giordano testified that Uforia has agreed to sign a labor peace agreement, which means that from their first day of operation, they will attempt to do the right thing in regard to hiring practices, good wages, maintain safe working conditions and benefits. He states before the Board that with Union guidance and the guidance of the Union's attorneys, that Uforia, LLC will be a stable and good business for the future of Jersey City. Uforia, LLC is a micro business and does not need to enter into a labor peace agreement, but that have done so on their own accord.

12. The Board did not have any questions for Mr. Giordano.

13. The floor was then opened for public comments and questions.

14. Following comments from the public, Commissioner Kaplowitz made a motion to approve conditional upon Uforia using phone system or preordering so that there are no lines in front of the building and that that Uforia, LLC keeps a record of any job fairs that they have and a recordkeeping of how many people apply and how many people have been hired. Mr. Spahi agreed to these stipulations.

15. Commissioner Flanagan did not object to Commissioner Kaplowitz's motion.

16. Chairwoman Bunney expressed numerous concerns with the application before the Board. She stated that she did not feel the applicant answered many of the questions that were asked. She did not deny the application on its face, but she did propose that the applicants come back before the board with more educated responses to their questions. She made it clear that she feels it is the Board's responsibility to approve worthy applicants, but she is not comfortable approving the application given the lack of responsiveness to the Board's questioning.
17. Commissioner Sloane agreed with Chairwoman Bunney and was not comfortable enough to approve the application before the Board.
18. Commissioner Kaplowitz proposed that the Board does not vote on the application at the meeting, but Cannabis Board Attorney Ron Mondello informed the Board that pursuant to the ordinances, that a vote must take place.
19. Commissioner Kaplowitz moved to withdraw his motion to approve the application with no objections from the Board members.
20. Chairwoman Bunney moved to table the application. The motion was made in an effort to eventually revisit the application to ask for more information.
21. Commissioner Salley-Perkins seconded the motion to table the application.
22. The remaining Board members did not oppose Chairwoman Bunney's motion to table the application.
23. The application was voted unanimously to table to a future date to be determined by the Board.

**July 11, 2022**

1. Rodney Nelson, Esq., and Zachery Rosenberg, Esq., attorneys for the Applicant. Attorneys for applicant reminded the Board of the application that was heard on or about June 27, 2022. They indicated that the applicant is prepared to present a much more descriptive presentation before the Board.
2. Mr. Bashkim Spahi of 17 Concord Street, Jersey City, New



Jersey, was sworn in and presented the Board with his credentials and qualifications as the sole owner of Uforia, LLC. Mr. Spahi began his testimony by giving a descriptive background of his family heritage and history in Jersey City. Of particular importance, he detailed that he grew up in an area filled with violence and crime. He noted that one of his friends was shot and killed while dealing drugs in his teenage years. This spring boarded his mission for Uforia to help give back to the community and give the public a safe option in buying cannabis. He reiterated that he intends to work with Northeast New Jersey Legal Services on Summit Avenue and that he also has contacted the Volunteer Lawyers for Justice who are located in Newark, New Jersey to assist in his expungement-based goals. One of Mr. Spahi's ideas involved hosting clinics with his attorneys to give the public a better understanding of their options when it comes to expunging their records. Mr. Spahi continued to elaborate on how he intends to help the community through outreach with particular emphasis on children. It regards to hiring, Mr. Spahi testified that he went to the reentry program and spoke with a representative and formulated a plan on how to get people in his workforce. Upon receiving its license for business, Uforia is to return to the reentry program office, and they will discuss more on positions offered and hiring. He testified that he was informed that there is a high number of homeless women who live in low-income communities. Mr. Spahi states that he intends to higher from that pool of people or community members of Jersey City. Mr. Spahi states that he "wants to hire his neighbor" and utilize the community for his workforce.

3. Commissioner Salley-Perkins questioned Mr. Spahi on his expected wages and salary for his employees. Mr. Spahi responded by stating he intends to pay (on average \$20.00/hour).
4. Commissioner Sloane questioned the applicant about who would be the "man on the ground" in the dispensary. Mr. Spahi responded by stating that he personally would be that person. He also testified that he has a Chief Financial Officer who has twenty-five years of experience who will be handling the behind the scenes responsibilities. Commissioner Sloane also began a series of questions involving Mr. Spahi's expectations in terms of dealing with the community. She stated that his part in the business (although sole owner) would also involve a great deal of

communication with the public. She showed concerns as to whether Mr. Spahi realized same. Mr. Spahi reassured that he understands the responsibility with opening a retail cannabis store and he intends to treat the business as such. Commissioner Flanagan was pleased by Mr. Spahi's response.

5. The floor was then opened for public comments and questions.
6. A member of the public, Chris Carbone was sworn in before the Board. He expressed concerns as to zoning issues and conflicts. The Board informed him that that was an issue to be heard before the planning board of adjustment.
7. The Board evaluated the factors contained in the cannabis ordinances, including community impact and outreach input, the number of cannabis establishments within close proximity (less than 1000 feet) to the applicant, hiring practices employed by the applicant, residency of all applicants/owners, applicant's commitment to Diversity and Inclusion Best Practices, safety and security plans, compliance with local rules and regulations governing cannabis and the encouragement and promotion of participation of minorities, women and disabled veteran owned cannabis businesses.
8. The Board weighed these factors and finds that there are no negative aspects to this application but rather substantial positive aspects that will further the above-mentioned factors.
9. After the public comments, Commissioner Kaplowitz moved to approve the application conditional upon maintaining a system to avoid long lines at the store front and annually, applicant must submit to the Board for their review anytime a complaint is filed against them and how it was addressed.
10. Commissioner Flanagan seconded the motion.
11. Chairwoman Bunney abstained due to the fact that she was not moved by the presentation of the application.
12. Commissioner Sloane also abstained from voting.

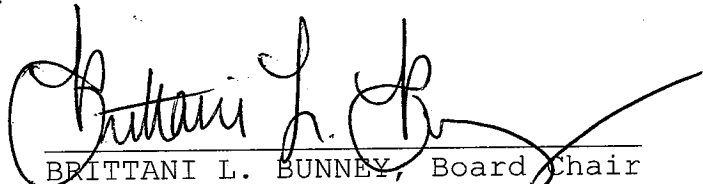
COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
<b>Brittani L. Bunney (Chairwoman)</b>			<b>X</b>	
<b>Jeffrey Kaplowitz (Vice Chairman)</b>	<b>X</b>			
<b>Stacey Flanagan</b>	<b>X</b>			
<b>Glenda Salley-Perkins</b>	<b>X</b>			
<b>Courtney Sloane</b>			<b>X</b>	

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the Applicant and City Clerk.


Adopted this 8<sup>th</sup> day of August 2022 by a majority of the members of the Board present at such meeting who voted for the action taken on the 27<sup>th</sup> day of June 2022.

Decided: June 27, 2022

Memorialized: August 8, 2022

  
 BRITTANI L. BUNNEY, Board Chair  
 Cannabis Control Board  
 City of Jersey City

I do certify that this is a true and correct copy of the Resolution as adopted by the Cannabis Control Board of the City of Jersey City, County of Hudson, State of New Jersey, in the within application.

  
 RONALD P. MONDELLO, Board Attorney  
 Cannabis Control Board  
 City of Jersey City

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**UFORIA LLC.**

**And**

**Kidz 1<sup>st</sup>, Inc.**

## **I. PARTIES**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on 7/6/2022, 2022 by and between Uforia LLC, a New Jersey limited liability company, with an address at 138 Griffith Avenue, Jersey City, New Jersey 07307 (“Uforia”) and [ Kidz 1st, Inc. ], a New Jersey not-for-profit corporation, with an address at 30 College Drive Unit 4F Jersey City, NJ 07307 (the “Organization”) (collectively referred to as the “Parties”).

## **II. PURPOSE**

Uforia intends to open a Class 5 cannabis dispensary at 138 Griffith Avenue, Jersey City, New Jersey 07307 and desires to partner with the Organization in order to strengthen its community involvement and to give back to local residents in need. The purpose of this MOU is to establish and develop a framework of cooperation between Uforia and the Organization to help advance the purposes of and services provided by the Organization within the Jersey City community.

## **III. CONTINGENCY**

This MOU is contingent upon Uforia being awarded a Class 5 Cannabis license by the State of New Jersey Cannabis Regulatory Commission (“CRC”) to dispense personal-use cannabis.

## **IV. RENEWAL**

This MOU shall become effective upon the issuance of a license to Uforia by the CRC, and shall automatically renew annually, absent objection from either party.

## **V. MONETARY DONATION**

If awarded a license by the CRC, Uforia has pledged to set aside the greater of one percent (1%) of its gross profits or ten thousand dollars (\$10,000) for contributions to designated local non-profit partners (the “Non-Profit Partnership Fund”). The Non-Profit Partnership Fund will be shared evenly among said partners.

Organization shall receive an annual donation as a designated beneficiary of the Non-Profit Partnership Fund. Uforia, in its sole discretion, may redistribute or reallocate contributions from the Non-Profit Partnership Fund among its beneficiary partners, and may add or remove

beneficiary partners in good faith as it sees fit.

## **VI. ADDITIONAL SUPPORT**

Uforia will assist the Organization in order to help facilitate its goals, purposes, and mission statements by providing additional support to but not limited to the following events; community book bag drive, Thanksgiving Turkey Drive, Christmas Toy Drive and Three Kings Toy Drive

## **VII. CONFIDENTIALITY**

Recognizing the highly confidential nature of any and all information provided and to be provided by Uforia to Organization in connection this MOU, Organization shall hold all such information in confidence and: (i) shall not use or duplicate it for any purpose other than for execution of this MOU and/or performing its obligations and undertakings under this MOU; (ii) shall disclose it to its employees, affiliated companies and consultants only on a need to know basis; (iii) shall not disclose such information in whole or in part, to any third party, except with written approval of Uforia, provided that this section shall not be interpreted to prevent Organization from providing the documents pursuant to a lawful court order, further provided that in the case of such a court order Organization will notify Uforia as soon as is practicable in advance of such disclosure and will utilize reasonable good faith efforts to maintain the confidentiality of all such documents through an appropriate protective order.

## **VIII. ENTIRETY OF AGREEMENT**

This MOU represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

## **IX. ASSIGNMENT**

No party may assign either this MOU or any of its rights, interests, or obligations hereunder without the prior written approval of the other party at least 30 days prior to the intended assignment. Subject to the preceding sentence, this MOU shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

## **X. SEVERABILITY**

In case any provisions in this MOU shall be held invalid, illegal or unenforceable, or found to be null and void, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

## **XI. SIGNATORY AUTHORITY**

By the signatures below, the Parties agree to the terms of this MOU.

UFORIA

Kidz 1<sup>st</sup>, Inc.

By: Bashkim Spahi  
Name: Bashkim Spahi  
Title: CEO

By: Joseph Napolitano  
Name: Joseph Napolitano  
Title: President

Date: 7/6/2022

Date: 7/6/2022

Witness: Halim Spaho  
Name: Halim Spaho

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**UFORIA LLC.**

**And**

**JERSEY CITY ROAD RUNNERS, INC.**

## **I. PARTIES**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on July 5, 2022 by and between Uforia LLC, a New Jersey limited liability company, with an address at 138 Griffith Avenue, Jersey, City, New Jersey 07307 (“Uforia”) and **JERSEY CITY ROAD RUNNERS, INC.**, a New Jersey not-for-profit corporation, with an address at 201 St. Paul’s Avenue Suite 17N Jersey City, NJ 07306 (the “Organization”) (collectively referred to as the “Parties”).

## **II. PURPOSE**

Uforia intends to open a Class 5 cannabis dispensary at 138 Griffith Avenue, Jersey City, New Jersey 07307 and desires to partner with the Organization in order to strengthen its community involvement and to give back to local residents to promote health and wellness. The purpose of this MOU is to establish and develop a framework of cooperation between Uforia and the Organization to help advance the purposes of and services provided by the Organization within the Jersey City community.

## **III. CONTINGENCY**

This MOU is contingent upon Uforia being awarded a Class 5 Cannabis license by the State of New Jersey Cannabis Regulatory Commission (“CRC”) to dispense personal-use cannabis.

## **IV. RENEWAL**

This MOU shall become effective upon the issuance of a license to Uforia by the CRC, and shall automatically renew annually, absent objection from either party.

## **V. MONETARY DONATION**

If awarded a license by the CRC, Uforia has pledged to set aside the greater of one percent (1%) of its gross profits or ten thousand dollars (\$10,000) for contributions to designated local non-profit partners (the “Non-Profit Partnership Fund”). The Non-Profit Partnership Fund will be shared evenly among said partners.

Organization shall receive an annual donation as a designated beneficiary of the Non-Profit Partnership Fund. Uforia, in its sole discretion, may redistribute or reallocate contributions from the Non-Profit Partnership Fund among its beneficiary partners, and may add or remove beneficiary partners in good faith as it sees fit.

## **VI. ADDITIONAL SUPPORT**

Uforia will assist the Organization in order to help facilitate its goals, purposes, and mission statements by providing additional support with their efforts to supporting running, jogging, and walking, conducting races or other running activities, and disseminating information on running via publications, presentations, and/or educational programs.

## **VII. CONFIDENTIALITY**

Recognizing the highly confidential nature of any and all information provided and to be provided by Uforia to Organization in connection this MOU, Organization shall hold all such information in confidence and: (i) shall not use or duplicate it for any purpose other than for execution of this MOU and/or performing its obligations and undertakings under this MOU; (ii) shall disclose it to its employees, affiliated companies and consultants only on a need to know basis; (iii) shall not disclose such information in whole or in part, to any third party, except with written approval of Uforia, provided that this section shall not be interpreted to prevent Organization from providing the documents pursuant to a lawful court order, further provided that in the case of such a court order Organization will notify Uforia as soon as is practicable in advance of such disclosure and will utilize reasonable good faith efforts to maintain the confidentiality of all such documents through an appropriate protective order.

## **VIII. ENTIRETY OF AGREEMENT**

This MOU represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

## **IX. ASSIGNMENT**

No party may assign either this MOU or any of its rights, interests, or obligations hereunder without the prior written approval of the other party at least 30 days prior to the intended assignment. Subject to the preceding sentence, this MOU shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

## **X. SEVERABILITY**

In case any provisions in this MOU shall be held invalid, illegal or unenforceable, or found to be null and void, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.




## XI. SIGNATORY AUTHORITY

By the signatures below, the Parties agree to the terms of this MOU.

**UFORIA**

**JERSEY CITY ROAD RUNNERS, INC.**

Signature: 

Signature: 

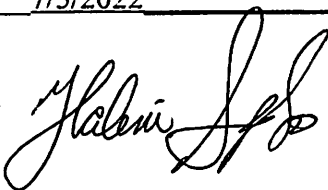
Name: Bashkim Spahi  
Title: CEO

Name: Steven Lipski  
Title: Executive Director

Date: 7/5/2022

Date: 7/5/2022

Witness:



Name: Halim Spaho

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**UFORIA LLC.**

**And**

**ANTI-VIOLENCE COALITION OF HUDSON, INC.**

## **I. PARTIES**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on 6/31/2022, 2022 by and between Uforia LLC, a New Jersey limited liability company, with an address at 138 Griffith Avenue, Jersey, City, New Jersey 07307 (“Uforia”) and ANTI-VIOLENCE COALITION OF HUDSON, INC., a New Jersey not-for-profit corporation, with an address at 221 Monticello Avenue Jersey City, NJ 07304 (the “Organization”) (collectively referred to as the “Parties”).

## **II. PURPOSE**

Uforia intends to open a Class 5 cannabis dispensary at 138 Griffith Avenue, Jersey City, New Jersey 07307 and desires to partner with the Organization in order to strengthen its community involvement and to give back to local residents in need. The purpose of this MOU is to establish and develop a framework of cooperation between Uforia and the Organization to help advance the purposes of and services provided by the Organization within the Jersey City community.

## **III. CONTINGENCY**

This MOU is contingent upon Uforia being awarded a Class 5 Cannabis license by the State of New Jersey Cannabis Regulatory Commission (“CRC”) to dispense personal-use cannabis.

## **IV. RENEWAL**

This MOU shall become effective upon the issuance of a license to Uforia by the CRC, and shall automatically renew annually, absent objection from either party.

## **V. MONETARY DONATION**

If awarded a license by the CRC, Uforia has pledged to set aside the greater of one percent (1%) of its gross profits or ten thousand dollars (\$10,000) for contributions to designated local non-profit partners (the “Non-Profit Partnership Fund”). The Non-Profit Partnership Fund will be shared evenly among said partners.

Organization shall receive an annual donation as a designated beneficiary of the Non-Profit Partnership Fund. Uforia, in its sole discretion, may redistribute or reallocate contributions from

the Non-Profit Partnership Fund among its beneficiary partners, and may add or remove beneficiary partners in good faith as it sees fit.

## **VI. ADDITIONAL SUPPORT**

Uforia will assist the Organization in order to help facilitate its goals, purposes, and mission statements by providing additional support with their efforts to Anti-Bullying, Peer Mentoring, Family Support Services, Anti-Violence Prevention, Intervention & Mediation.

## **VII. CONFIDENTIALITY**

Recognizing the highly confidential nature of any and all information provided and to be provided by Uforia to Organization in connection this MOU, Organization shall hold all such information in confidence and: (i) shall not use or duplicate it for any purpose other than for execution of this MOU and/or performing its obligations and undertakings under this MOU; (ii) shall disclose it to its employees, affiliated companies and consultants only on a need to know basis; (iii) shall not disclose such information in whole or in part, to any third party, except with written approval of Uforia, provided that this section shall not be interpreted to prevent Organization from providing the documents pursuant to a lawful court order, further provided that in the case of such a court order Organization will notify Uforia as soon as is practicable in advance of such disclosure and will utilize reasonable good faith efforts to maintain the confidentiality of all such documents through an appropriate protective order.

## **VIII. ENTIRETY OF AGREEMENT**

This MOU represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

## **IX. ASSIGNMENT**

No party may assign either this MOU or any of its rights, interests, or obligations hereunder without the prior written approval of the other party at least 30 days prior to the intended assignment. Subject to the preceding sentence, this MOU shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

## **X. SEVERABILITY**

In case any provisions in this MOU shall be held invalid, illegal or unenforceable, or found to be null and void, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

## **XI. SIGNATORY AUTHORITY**

By the signatures below, the Parties agree to the terms of this MOU.

**UFORIA**

**ANTI-VIOLENCE COALITION OF HUDSON**

Signature:

Signature:



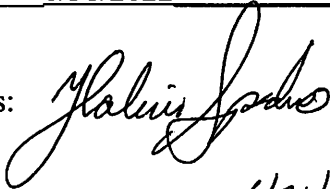
Name: Bashkim Spahi  
Title: CEO

Name: Pamela Johnson  
Title: President

Date: 6/31/2022

Date: 6/31/2022

Witness:



Name: Halim Spaho

6/31/2022



**Bressler**  
**AMERY & ROSS**  
A PROFESSIONAL CORPORATION

Rodney Nelson  
Associate

325 Columbia Turnpike  
Suite 301  
Florham Park, NJ 07932  
Tel: 973.514.1200  
Fax: 973.514.1660

Direct: (973) 245-0686  
Email: rnelson@bressler.com

August 16, 2022

Awenda Rodriguez  
4 Jackson Square aka 39 Kearny Avenue  
Jersey City, NJ 07305

Dear Ms. Rodriguez:

With respect to the inquiry about Jersey City Road Runners ("JCRR"), it is a nonprofit organization created and run by three local Jersey City ("JC") women. Their central mission is to promote fitness and health in the JC community and they accomplish this by, among other things, organizing and promoting running and walking activities, races and events in the community. A large part of JCRR's community impact is achieved by donating large portions of the money raised from the above mentioned events and activities to other non-profits throughout JC. JCRR donates to various non-profit organizations throughout JC that specialize in helping the homeless population in JC as well as JC food pantries. As stated by Bashkim Spahi (Uforia's owner) during the CCB meeting, Uforia shares the same goal of promoting good health within its community, and looks forward to working with and contributing to Road Runners in addition to its other non-profit community partners.

A point of clarification, the MOU originally submitted contained an error. Specifically, the funds set aside for donation will not be split equally between the three named organizations. **Anti-Violence Coalition of Hudson County** and **Kid's First** will split 90-95% of the fund. The remaining 5-10% will be given to JCRR.

If you have any further questions please do not hesitate to reach out to the undersigned or Zach Rosenberg at (973) 514-1340

Very truly yours,

BRESSLER, AMERY & ROSS, P.C.

/s/ Rodney K. Nelson  
Roney K. Nelson

RON