



ENGAGEMENT LETTER FOR CONSULTING SERVICES

April 10, 2026

Tom Pagel
City Administrator
tpagel@grandrapidsmn.gov

Dear Mr. Pagel,

Point Seven LLC (herein "Point7") is pleased to provide the following Engagement Letter outlining the consulting services discussed on our previous two phone calls.

If you have any questions about this, or if you would like to discuss possible modifications, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "AP", with a long horizontal flourish extending to the right.

Ashley Picillo
Founder & CEO
ap@pointsevengroup.com
Office: 844-764-6874
Mobile: 774-571-7956

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (hereinafter referred to as the "**Agreement**") is entered into between the City of Grand Rapids (hereinafter referred to as "**Client**"), a City in Minnesota having a current address at 420 N. Pokegama Ave, Grand Rapids, MN 55744 and Point Seven LLC (hereinafter referred to as "**Point7**"), a limited liability company registered in the State of Colorado having a current address at 520 E. Cooper Ave, Aspen, CO 81611, effective upon the signature of the parties (hereinafter referred to as the "**Effective Date**"). Client and Point7 are collectively referred to herein as the "**Parties**" and each a "**Party**." Point7 will begin to complete work described in **Exhibit A** on the **Work Commencement Date** determined to be ten (10) business days following payment receipt.

The Parties agree that work will not begin prior to receipt of payment and that the Work Commencement Date is subject to change due to nonpayment at the sole discretion of Point7.

RECITALS

WHEREAS, Point7 is a Management Consulting Firm in the cannabis industry providing consulting services to Clients.

WHEREAS, Client wishes to obtain consulting services from Point7 as described in "**Exhibit A,**" made part of this Agreement.

WHEREAS, Parties acknowledge and understand that Point7 is to complete work on an hourly basis and will initially invoice Client for thirty five (35) hours of consulting services. The Parties acknowledge and agree that thirty five (35) hours may not be sufficient to complete all work requested by Client. Should the Parties decide to continue the engagement, Point7 will issue subsequent hourly invoices to Client or will work with Client to develop a mutually favorable flat-fee _____ scope _____ of _____ work.

WHEREAS, Parties acknowledge that Addendums, described in Section 4, may be added to this Agreement if additional services are requested by Client. Each Addendum describes the additional scope of work and its associated fee.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **POINT7 RESPONSIBILITIES:** Point7 shall be responsible for providing consulting services to Client as set forth in **Exhibit A**. At no time shall Point7's scope of work exceed the items listed in **Exhibit A** unless mutually agreed by the Parties in writing.

2. **CLIENT RESPONSIBILITIES:**

- 2.1. **PROVISION OF MATERIALS:** Client is responsible for providing Point7 with all requested materials necessary for Point7 to provide Client the consulting services described in Exhibit A. Point7 will notify Client in writing of the requested materials throughout the duration of this engagement. Client acknowledges that failure to provide Point7 with requested information may necessitate a modification to previously agreed upon deadlines and may also result in Point7 becoming unable to complete the scope of work. Point7 modifying agreed upon deadlines and/or becoming unable to complete the scope of work.
- 2.2. **NOTIFICATION:** Should Client need to cancel a scheduled consulting call, Client agrees to provide Point7 with notice 24 hours prior to the scheduled call time. Client acknowledges that failure to notify Point7 of the cancellation at least 24 hours prior will result in Point7 recording the meeting time as work performed for the total length of the time allotted for the scheduled call.
- 2.3. **COMMUNICATION:** Client agrees to respond to all email and telephone business communications in a timely manner, generally within two (2) business days, to ensure that Point7 may successfully complete all services provided herein within agreed upon timeframes, as applicable.
- 2.4. **PROVISION OF ACCURATE INFORMATION:** Point7 will rely on information submitted from Client. Client acknowledges that Client is solely responsible for ensuring that information provided to Point7 is correct, complete, accurate and not false in any way. Point7 is not responsible for validating information provided by Client. Client acknowledges that Point7 may request information or deliverables from Client that are not currently included within Exhibit A and agrees to collaborate and cooperate with Point7 to produce requested deliverables.
- 2.5. **WORK COMMENCEMENT DATE:** The Work Commencement Date is defined as a date to be scheduled by Client and Point7 generally five (5) to ten (10) business days after payment has been received.
- 2.6. **USE OF GOOGLE DOCS:** Client has been informed that Point7 develops written content on Google Docs, an online platform which allows both Client and Point7 to access, read, and edit content. Point7 and Client agree to adhere to the Content Development Process included as Exhibit C. Client acknowledges that Point7 will only review Client contributions to

narrative content made using Google's "Suggesting Mode," which tracks content changes made to the file.

3. RETAINED SERVICE FEE & AGREEMENT TERM:

3.1. TERM: This Agreement will commence on the Effective Date and work will begin on the Work Commencement Date. This Agreement is a time-based Agreement which will expire when thirty five (35) hours of consulting have been provided to Client from Point7 in alignment with the scope of work described in Exhibit A unless the Parties agree to extend the engagement.

3.2. RETAINED SERVICE FEE: Point7 has agreed to perform consulting services at an hourly rate of \$250.00 per hour and will invoice Client \$8,750.00 for the initial thirty five (35) hours of consulting time. Point7 will not begin work until payment is received and reserves the right to modify the Work Commencement Date if payment has not been received in accordance with this Section.

3.3. TIME TRACKING: Point7 will record time in increments of fifteen (15) minutes. Point7 will present Client with an itemization report detailing all work performed upon Client request.

4. ADDITIONAL SERVICES: If Client requests Point7 to provide additional services, not set forth in **Exhibit A**, Point7 may at its sole discretion decide whether to provide such services. If Point7 agrees to provide additional services, Point7 will provide Client with an amended scope of work and Compensation Addendum (the "**Addendum**"), which shall be deemed effective, and incorporated herein, upon mutual execution of the Addendum by the Parties. Point7 retains the right to develop and attach an addendum to this Agreement for the additional scope of work.

5. PAYMENT, BILLING & EXPENSE

5.1. PAYMENT METHOD: Payments must be submitted via wire transfer, electronic bank transfer or by check. Should Client wish to remit payment by cash, or other method of payment, Point7 must first approve of the alternative form(s) of payment in writing. Fees incurred by Point7 due to the method of payment must be reimbursed by the Client. Payment instructions are hereto attached as **Exhibit B**.

5.2. EXPENSES: Point7 will not incur expenses without first obtaining written Client approval. Client shall reimburse Point7 for all reasonable expenses incurred by Point7 for completion of services, including, without limitation: (i) any third-party costs, and

equipment required for completing the services; and (ii) all travel related to the services provided herein or required by Client. Travel expenses shall include, without limitation, airfare, ground transportation, lodging and meals. Point7 shall provide appropriate documentation of all such expenses to Client (the “**Expense Documentation**”).

- 5.3. **TRAVEL BILLING:** Should the Parties agree that Point7 will travel to a location either with, or on behalf of the Client, the attending Point7 Consultant will record time in accordance with Section 3.4 beginning at time of departure from the Consultant’s home or office, and terminating at the conclusion of the work or travel day. All travel expenses must be paid for, or reimbursed by, Client in accordance with Section 5.3.
 - 5.4. **BILLING:** If Client has questions or concerns about an invoice, Client should contact their Engagement Manager and accounting@pointsevengroup.com. Client will not be charged for discussing Client’s invoices. If Client does not contact Point7 within ten (10) business days of receiving its invoice, Client waives the right to request changes to the items billed on the statement
 - 5.5. **PAST DUE INVOICES:** If Client has an outstanding balance at time of Agreement signing, Client is required to pay the Past Due Invoice before work will begin under this Agreement.
6. **TERMINATION:** This Agreement may be canceled or terminated by either Party by providing thirty (30) days notice to the other Party or for a material breach of the other Party. For purposes of this Section, a material breach is defined as noncompliance with any deadline or due date explicitly stated in this Agreement, including deadlines associated with provision of work, as well as deadlines associated with payment terms. If a Party suffers a material breach, it has the following remedies:
- 6.1. **NO CAUSE TERMINATION BY POINT7:** Point7 may terminate this agreement by providing written notice to terminate prior to receiving the first Retained Service Fee. Once the Retained Service Fee has been remitted to Point7, work shall commence and the Retained Service Fee is deemed earned and payable. If Point7 is unable to complete the 35 hours of work for any reason, Point7 will present Client with an itemization of time utilized, and hours not utilized, and will refund Client for hours not performed.
 - 6.2. **NO CAUSE TERMINATION BY CLIENT:** Client may terminate this agreement by providing written notice to terminate prior to remitting the first Retained Service fee to Point7. Once the Retained Service Fee has been remitted to Point7, the Retained Service Fee is deemed earned and payable to Point7.

- 6.3. **TERMINATION BY CLIENT FOR MATERIAL BREACH:** If Client is able to demonstrate that Point7 has materially breached this Agreement: Client must provide written notice to Point7 specifying the material breach and provide three (3) business days for Point7 to cure. If Point7 fails to cure within three business days, Client may elect to terminate this Agreement, and Point7 will refund Client for time not utilized at the time of Agreement termination. Point7 will not reimburse the Client for time utilized. Parties agree that no liability incurred by Point7 will ever be more than the total value paid on this Agreement.
- 6.4. **TERMINATION BY POINT7 FOR MATERIAL BREACH:** If Client materially breaches this Agreement: Point7 must provide written notice to Client specifying the material breach and provide three (3) business days for Client to cure. If Client fails to cure within three business days, Point7 may elect to terminate this Agreement. All compensation listed in Section 3 (whether or not paid by Client) is deemed earned and payable to Point7. Parties agree the amount is fair and reasonable.
7. **ACKNOWLEDGEMENTS:**
- 7.1. **NO GUARANTEES:** The Parties acknowledge and agree that cannabis is an evolving area of governance and Point7 does not guarantee any particular outcome associated with any work product delivered to Client as part of this Agreement. Client hereby releases Point7 from any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses related, in any manner whatsoever, for the failure of Client to achieve any particular goal based on the content and services provided by Point7.
- 7.2. **COMPLIANCE WITH APPLICABLE LAWS:** Client and Point7 shall perform this Agreement in compliance with all applicable laws, ordinances, orders, rules and regulations. The Parties acknowledge and understand that the use, possession, cultivation and distribution of cannabis is prohibited under United States federal law, and agree that such prohibition shall not excuse the performance of this Agreement by either Party or constitute a defense to the enforcement of this Agreement.
8. **INTENTIONALLY BLANK.**
9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Client acknowledges that material provided by Point7 in connection with this Agreement was developed by Point7 at considerable expense and constitutes the intellectual property and proprietary business material of Point7 (hereinafter “**Proprietary Business Material**”). Client may not share the Proprietary Business Material with any other individual, municipality or company applying for a cannabis business license, or operating a cannabis business license, without Point7’s

written consent. This Agreement grants Client a non exclusive, non transferable, limited license to use Point7's Proprietary Business Material for its own business purposes.

10. NOTICES: All notices, requests, demands or other communication required or permitted by this Agreement shall be deemed properly given when sent via email (with confirmation of receipt). Point7's email: counsel@pointsevengroup.com If sent via email to Client: Tom tpagel@grandrapidsmn.gov.

11. MISCELLANEOUS:

11.1. INDEPENDENT CONTRACTOR STATUS: The relationship of the Parties in this Agreement is that of independent contractors, and nothing in this Agreement is intended as, and nothing shall be construed to create, an employer-employee, agency, partnership, joint venture, or any other similar relationship between the Parties, or in any manner render Point7 liable for any of the debts, obligations, or liabilities of Client.

11.2. SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction or arbitration tribunal to be unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

11.3. SECTION HEADINGS: Section headings in this Agreement are included for convenience of reference only, and if there is any conflict between any of such headings and the text of this Agreement, the text shall control.

11.4. MODIFICATION: This Agreement may be amended or modified only if the amendment is made in writing and is signed by both Parties.

11.5. ASSIGNMENT: Neither Party shall assign any of its rights or obligations under this Agreement unless they have obtained the prior written consent from the other Party. Any attempted assignment in violation of this Section shall be of no force or effect.

11.6. CHOICE OF LAW: This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, as this is where the majority of work will be performed. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the substantive and procedural laws of the State of Colorado, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. This Section shall survive termination of this Agreement.

- 11.7. **AUTHORITY TO EXECUTE**: The Parties represent and warrant that the execution of this Agreement by the undersigned representatives binds the Parties to the matters set forth in this Agreement and that no further organizational action is required for this Agreement to be in full force and effect.
- 11.8. **CONFLICTS & DISCLOSURES**: Client understands that this Agreement is a nonexclusive engagement, that Point7 may be representing or partnering with other parties who are operating, or intend to operate, in the same jurisdiction as Client. Client waives any right to object to any engagement Point7 may pursue in connection with a cannabis operator. Point7 also consults with other companies and individuals with regard to strategy and interaction with government or regulatory officials, and some of their interests may compete with Client's interests. Client understands and consents to such activities.
- 11.9. **COUNTERPARTS AND ELECTRONIC SIGNATURES**: This Agreement will expire unless accepted in writing, by Point7 and Client, as evidenced by their signatures below and Point7 receives notice of such acceptance on or before ten (10) days after Client's receipt of this Agreement (hereinafter the "**Acceptance Deadline Date**"). If Client executes its portion of the Agreement after the Acceptance Deadline Date, Point7 has sole discretion in determining whether to void this Agreement. If accepted, this Agreement will become a legally binding contract between Point7 and Client. A copy of this Agreement may be executed by each Party, separately and when each Party has executed a copy thereof, such as when copies taken together are deemed to be a full and complete contract between the Parties.
- 11.10. **WAIVER**: Waiver by either Party of any term or condition of this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.
- 11.11. **GENERAL PROVISIONS**: This Agreement sets forth the entire understanding of the Parties. Any amendments must be in writing and signed by both Parties. If any provision of this agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this agreement shall remain in full force and effect and construed to best effectuate the original intent and purpose of this agreement. Waiver by either Party of any term or condition of this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.
- 11.12. **SURVIVAL**: The terms that shall survive the termination of this Agreement are included in Section 7.1 (No Guarantees), Section 8 (Confidentiality), Section 9 (Ownership), Section 11.2 (Mutual Non-Disparagement), Section 12 (Arbitration), Section 13

(Indemnification), Section 14 (Limitation on Liability) and any other Section that so states.

- 12. ARBITRATION:** In the event of any dispute, controversy or claim arising out of, or relating to this Agreement, (each a “**Dispute**”) including the determination of the scope or applicability of this Agreement to arbitrate shall be determined by Arbitration. The Parties agree that all Disputes will be resolved by binding arbitration before one arbitrator in Denver, Colorado. Arbitration shall be administered by Judicial Arbitrator Group (JAG) pursuant to the American Arbitration Association rules. Judgment of the award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Client acknowledges that there are charges for using the services of JAG, and such services can be expensive. Client further understands that in an arbitration proceeding, the Parties are responsible for paying their own attorney fees and costs that may be incurred in that proceeding, and that an arbitrator may award a recovery of attorney fees and costs to the prevailing party in such proceeding. Client understands and agrees that by agreeing to arbitration for any and all issues that arise in any way related to this Agreement or Point7’s Services, Client relinquishes its right to bring an action in court and right to a jury trial. Client further understands that discovery in an arbitration proceeding may be limited, and the arbitrator’s decision is not appealable.
- 13. INDEMNIFICATION:** Client shall indemnify, defend, protect and hold harmless Point7, its officers, directors, members, managers, employees, agents, and representatives from any claim from Client submitting incomplete or false information to the State, from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including reasonable attorneys’ fees, and court costs) of every kind and nature whatsoever which arise from or in any manner related (directly or indirectly) to the gross negligence or willful or wanton misconduct of the Client, its officers, directors, members, managers, employees, agents or any third party claim against Point7 related to its product or services. This Section shall survive termination of this Agreement.
- 14. LIMITATION ON LIABILITY:** Notwithstanding any damages that Client might incur, the entire liability of Point7 and any of its suppliers related to this Agreement and Client’s exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Client for the services provided. To the maximum extent permitted by applicable law, neither Point7 nor any affiliate, officer, director, employee, attorney, or agent of the Point7 shall have any liability with respect to, and the Client hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by the Client in connection with, arising out of, or in any way related to, this Agreement, or any of the transactions contemplated by this Agreement. The

Client hereby waives, releases, and agrees not to sue Point7 or any of the Agent's affiliates, officers, directors, employees, attorneys, or agents for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this engagement, or any of the transactions contemplated by this engagement.

15. **ENTIRE AGREEMENT**: This Agreement, together with **Exhibit A** and any Addendum agreed to in writing, sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written understandings, quotations, communications, and agreements in regard to the matters discussed in it.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and date set forth below. Point7 will not begin work until the agreed upon Work Commencement Date, and until the Monthly Retained Service Fee is received and has fully cleared in Point7's bank account.



Tom Pagel, City Administrator
City of Grand Rapids, MN
tpagel@grandrapidsmn.gov

April 14, 2026

DATE



ASHLEY PICILLO, Managing Member
Point Seven LLC

4/14/2026

DATE

EXHIBIT A

Scope of Work

Point7 will complete up to 35 hours of work for Client. This List of Approved Services (hereinafter referred to as “**List**”) itemizes the services Point7 may perform as part of this Agreement. Services that are not explicitly listed herein are not included as part of this Agreement or the rate of \$250.00 per hour. Point7 and Client agree to co-develop Point7’s priorities, selecting assignments from the following List.

At time of Engagement Letter issuance, the Parties agree that Point7 will begin working on the following:

- Development of project plan
- Supporting Client in finalizing its application submission to Minnesota’s Office of Cannabis Management
- Site evaluation work which may include any of the following services:
 - Collaboration with Client and Client’s designated design/build team to work on the site layout
 - Optimal layout for front of house customer experience and back of house operations
 - Ensuring the facility is in compliance with OCM regulations
 - All OCM requirements as well as operational best practices
 - Client’s operational desires (for instance having a pre-order area; space for private consultations with customers etc)
 - Security requirements and best practices
- Development of preliminary pro forma utilizing information provided by Client, Client’s design/build team and historical data provided by Point
 - Point7 to develop a brief summary for use by Client

While Client has not indicated need for any of the following services at present time, Point7 is able to provide the following services at the rate of \$250.00 per hour:

- **People Operations**

- Provision of Job Descriptions
 - Pay scale recommendations by role
 - Headcount Determination
 - Development of Organizational Chart / Management Structure
 - Management and/or Employee Training Program Design/Development
 - Development of Hiring Processes, including Staffing and Recruitment
 - Development of HR Paperwork and Manuals
 - Candidate Recruitment, Evaluation and Management
 - Pay scale recommendations by role
 - Benefit Requirements / Recommendations
 - Payroll Management System Recommendations
 - Development of Hiring Process
 - Training Material Development
- **Market, Location, Real Estate & General Research**
 - Municipal and State Regulatory Research
 - Community Evaluation & Related Research
 - Community Engagement Strategy
 - If applicable/requested, Point7 can develop your Community Presentation and support presenting this to your local municipality
- **Dispensary Operations**
 - **Customer Experience, Merchandising & Design**
 - Strategy for displays and customer experience
 - In-store technology (digital displays and learning; order management)
 - Inventory presentation
 - **Technology**
 - Develop a software and equipment list inclusive of in-store technology (point of sale; payment processor etc.)
 - **Inventory Control (Back of House)**
 - Storage design
 - Process for inventory management
 - Process for day-of inventory management
 - **Inventory Purchasing, Diversification and Forecasting**
 - Product Selection
 - Pricing
 - Supplier assessment/evaluation (examining vendors/suppliers for cannabis)

inventory)

- Cadence for ordering/forecasting (based not only on sales, but perceived market shortages / lead times to obtain customer-desired products)

- **METRC**

- Implementation of required system Metrc
- Training of team
- Metrc audits (can be conducted remotely until Client is no longer experiencing challenges/errors within the system)

- **Sustainability**

- Selection of Packaging
- Evaluation of Sustainable Equipment, Designs and Operational Practices
- Implementation of Renewable Energy Sources
- Sustainable Supply Chain Management
- Employee Sustainability Training and Engagement Programs
- Community-Based Environmental Initiatives

- **Standard Operating Procedure (SOP) Development**

- Review and Evaluation of Existing SOPs
- Customization of Client-provided SOPs
- Customization of separately purchased Point7 SOPs
- Technical Writing for New/Original SOPs
- Support Implementing SOPs
- Development of Aligned Training Materials

- **Brand, Marketing & Sales Strategy**

- Brand development
 - Ethos
 - Story
 - Initial artwork
 - Positioning
 - Communication strategy (community facing)
 - Exploration of local partnerships
 - Exploration of local event/cross-marketing opportunities
- Marketing and sales compliance
- Web and social strategy
- Customer experience online
 - Preordering
 - Online product learning

- Develop a marketing and design plan encompassing the various design assets Client will need prior to opening day. Support Client in engaging with a third-party designer to complete design work.
- Develop pricing recommendations; supporting business development initiatives and programs to promote recurring sales. We can implement your company's CRM system and guide the sales process as your business comes online.

Exhibit B
PAYMENT INSTRUCTIONS

POINT OF CONTACT

Have a question? Contact our Accounting Team: accounting@pointsevengroup.com

WIRE TRANSFER

Point7's preferred form of payment is wire transfer.

PLEASE include the invoice number in the memo section, and notify us by email when a wire transfer is executed so we may more easily confirm your payment

- **Recipient Information:** Point Seven LLC (dba Point Seven Group)
- **Recipient Bank:** Mercury Bank
- **Recipient Account Number:** 202443639389
- **Recipient Routing Number:** 091311229

CHECK

When mailing a check, please include the invoice number in the memo section, and notify us by email (accounting@pointsevengroup.com) when a check is mailed so we may more easily confirm your payment.

Thank you for your business and on-time payment!

EXHIBIT C

Document & Content Development Process

Should Point7 complete any writing or editorial work for Client as part of this engagement that requires collaboration with Client, Client agrees to adhere to the following Document & Content Development Process using Google Docs, an online platform which allows both Client and Point7 to access, read, and edit Application content. Client acknowledges that Point7 will only review Client contributions made using Google's "Suggesting Mode," which tracks content changes made to the file. The Document Process Flow is as follows:

STAGE 1 — DRAFT 1: Point7 will draft narrative content on the Google Docs Platform. In Stage 1, Point7 will draft an initial narrative. Point7 reserves the right to allow Client to view the first draft ("Draft 1") while content is in Stage 1. Point7 also reserves the right to release Draft 1 content to Client on a rolling basis as specific sections are finalized.

STAGE 2 — COMPLETION & RELEASE OF DRAFT 1: Once Draft 1 is complete, Point7 will grant file access to Client in Google Docs. Client is responsible for reviewing all content presented by Point7. Client understands and agrees that upon release of Draft 1, the Client has taken custody of the files and that changes made to the files are the responsibility of the Client. Point7 is not responsible for the quality of the final submission file once changes have been made by Client. Content will be presented to Client as follows:

- Content deemed "final" by Point7 will be indicated in black text. Content presented in black font indicates that the content does not require additional information from the Client team, unless otherwise indicated by a comment within the file. Content presented in black font must be reviewed by Client for accuracy and consistency with intended operations.
- While Client is responsible for, and encouraged to, review all content presented in Draft 1, Point7 reserves the right to leave "Comments" in the file, indicating to Client that a specific section of content may require additional review, or would benefit from additional information, at the sole discretion of Client.
- Content requiring Client customization will be indicated in red text. Red text will be used for all instances that require additional information, such as, but not limited to: job titles; room names; equipment selections; names of organizations; names of software programs; document name references; or biographical information. Client is solely responsible for customizing red text and is encouraged to change text to black once customization has occurred. Point7 is not responsible for itemizing missing items for Client, but will indicate to Client using red text, and Google Doc comments, if additional information is required, or encouraged. Client acknowledges, and agrees, that finalizing all red text is solely the responsibility of Client.
- Should Client desire Point7's review of newly added information, Client is required to: 1) add new information using Google "Suggesting Mode," which tracks all changes made by the Client team; and 2) leave a comment for Point7 requesting a review of specific

sentences, paragraphs or strategic changes. Client acknowledges and agrees that Point7 **will not** complete a comprehensive review of Draft 1 once Client has taken custody of the file, but will complete one (1) final review of any comments or questions directed to Point7, by Client, as described within *Stage 3* herein.

STAGE 3 — POINT7 FINAL REVIEW: Client will have up to five (5) business days to review Draft 1. Once the five days have expired, or upon notification that Client has completed its review (whichever comes first), Point7 will complete one (1) final review of the content, responding to questions directed to Point7 by Client during the Client review process. Point7 **has not** been engaged to reread Draft 1 and will only review content that has been clearly assigned to Point7. Point7 will be granted up to five (5) business days to complete the final review. Point7 **does not** indicate whether or not a file is “Final,” a decision that is solely that of the Client.

STAGE 4 — DOCUMENT FINALIZATION: Once Point7 has completed its final review, as described within *Stage 3*, Client may make changes to the Final Draft at its sole discretion, but assumes all liability for such changes made to the final draft. Client is solely responsible for finalizing content files and preparing them for submission to the State.