



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282853
Original Issued Date: 10/26/2020
Issued Date: 10/26/2020
Expiration Date: 10/26/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: BKPN LLC

Phone Number: 978-319-2773 Email Address: pcnpcn@comcast.net

Business Address 1: 1274 Merrimack Street Business Address 2:

Business City: DRACUT Business State: MA Business Zip Code: 01826

Mailing Address 1: 1274 Merrimack Street Mailing Address 2:

Mailing City: DRACUT Mailing State: MA Mailing Zip Code: 01826

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: William Last Name: Kaltsas Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Peter

Last Name: Niarhos

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Peter

Last Name: Niarhos

Suffix:

Types of Capital: Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$500000

Percentage of Initial Capital:
55.55

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1274 Merrimack Street

Establishment Address 2:

Establishment City: Dracut

Establishment Zip Code: 01826

Approximate square footage of the establishment: 4320

How many abutters does this property have?: 10

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	BKPN-COM Cert pt 5.pdf	pdf	5e3c3e0181ae16046bec7cda	02/06/2020
Community Outreach Meeting Documentation	BKPN-COM Cert pt 4.pdf	pdf	5e3c3e04fe55e40432f6f479	02/06/2020

Community Outreach Meeting Documentation	BKPN-COM Cert pt 3.pdf	pdf	5e3c3e0769dc9d0456db7a38	02/06/2020
Community Outreach Meeting Documentation	BKPN-COM Cert pt 2.pdf	pdf	5e3c3e0b4dd5bb0494105414	02/06/2020
Community Outreach Meeting Documentation	BKPN-COM Cert pt 1.pdf	pdf	5e3c3e0d5a2369047f224885	02/06/2020
Community Outreach Meeting Documentation	BKPN-COM Cert pt 6.pdf	pdf	5e3c3e184fa2b004756a08a0	02/06/2020
Plan to Remain Compliant with Local Zoning	BKPN LLC-Plan to Remain Compliant with Local Zoning.pdf	pdf	5e3c42c77225f00469657b6e	02/06/2020
Certification of Host Community Agreement	BKPN LLC-HCA Certification.jpg	jpeg	5e3c51a669dc9d0456db7ac5	02/06/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	RFI Redraft of Positive Impact Plan.pdf	pdf	5e56c8a7813339048c3ff51b	02/26/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: William Last Name: Kaltsas Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Peter Last Name: Niarhos Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	BKPN LLC-Art of Org.pdf	pdf	5d2746da4dc82309e61be9d6	07/11/2019
Secretary of Commonwealth - Certificate of	BKPN-Sec of Comm Cert of Good	pdf	5d2ddeca3e9601053bdb67a6	07/16/2019

Good Standing	Standing.pdf			
Department of Revenue - Certificate of Good standing	DOR-Cert of Good Standing Letter.pdf	pdf	5d51a8d2d0f20f340371557b	08/12/2019
Bylaws	BKPN-Op Ag pt 1.pdf	pdf	5d51aab6cfc708389d7246ad	08/12/2019
Bylaws	BKPN-Op Ag pt 2.pdf	pdf	5d51aabbd0f20f3403715583	08/12/2019
Bylaws	BKPN-Op Ag pt 3.pdf	pdf	5d51aabe54bcfa38af0369ce	08/12/2019
Bylaws	BKPN-Op Ag pt 4.pdf	pdf	5d51aac20dc32e386aed0786	08/12/2019

No documents uploaded

Massachusetts Business Identification Number: 001360898

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	BKPN LLC - Letter of Intent to Bind Coverage.pdf	pdf	5d41b128ad2c7633c91985f8	07/31/2019
Proposed Timeline	BKPN LLC-Proposed Business Timeline-1274 Merrimack.pdf	pdf	5e3c4edb5b05c304785e690b	02/06/2020
Business Plan	BKPN, LLC Business Plan.pdf	pdf	5e3c4efc5a2369047f2248ff	02/06/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	BKPN LLC-Inventory SOPs.pdf	pdf	5d3b50f817ec6d33f115200d	07/26/2019
Personnel policies including background checks	BKPN-Personnel Policies.pdf	pdf	5d3b50fdcfc708389d7225c3	07/26/2019
Prevention of diversion	BKPN-Prevention of Diversion.pdf	pdf	5d3b50ffba408534125080ac	07/26/2019
Qualifications and training	BKPN-Qualifications and Training.pdf	pdf	5d3b510154bcfa38af0349a3	07/26/2019
Quality control and testing	BKPN-Quality Control & Testing.pdf	pdf	5d3b5112ad2c7633c9197ded	07/26/2019
Record Keeping procedures	BKPN-Record Keeping SOPs.pdf	pdf	5d3b511dba408534125080b0	07/26/2019
Dispensing procedures	BKPN LLC-Dispensing Procedures.pdf	pdf	5d3b5a02bc4ba7387cf4e791	07/26/2019
Transportation of marijuana	BKPN LLC-Transportation SOPs.pdf	pdf	5d3b616fba40853412508109	07/26/2019
Plan for obtaining marijuana or marijuana products	BKPN LLC-Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	5d3b6384cfc708389d72261d	07/26/2019
Restricting Access to age 21 and older	BKPN LLC-Restricting Access to 21+.pdf	pdf	5e3c4f375b05c304785e690f	02/06/2020
Storage of marijuana	BKPN-Storage SOPs.pdf	pdf	5e3c515d64339304b08fe202	02/06/2020
Security plan	Redraft RFI Security Plan BKPN.pdf	pdf	5e56c539fe55e40432f731f6	02/26/2020

Maintaining of financial records	Redraft RFI Maintaining of Financial Records .pdf	pdf	5e56c593d29b0704447da1f4	02/26/2020
Diversity plan	Redraft RFI BKPN Diversity Plan (1).pdf	pdf	5e84da5cbddf0438d21dbe91	04/01/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 11:00 PM
Tuesday From: 9:00 AM	Tuesday To: 11:00 PM
Wednesday From: 9:00 AM	Wednesday To: 11:00 PM
Thursday From: 9:00 AM	Thursday To: 11:00 PM
Friday From: 9:00 AM	Friday To: 11:00 PM
Saturday From: 9:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 11:00 PM



Attachment C

December 3, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for December 18, 2019, at 6:00 pm at American Legion Post 315, 574 Broadway Road, Dracut, MA 01826. The proposed Marijuana Retail Establishment is anticipated to be located at 1274 Merrimack Avenue, Dracut, MA 01826. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of BKPN LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

COMPLETE THIS SECTION ON DELIVERY

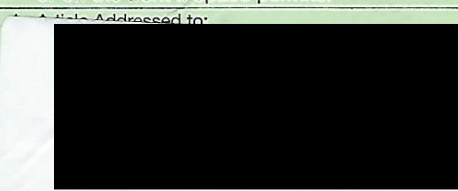
A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Addressee
 C. Date of Delivery 12-5-19
 D. Is delivery address different from item 1? ☒ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 5042 9092 3909 44

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6122

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Addressee
 C. Date
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 5042 9092 3909 75

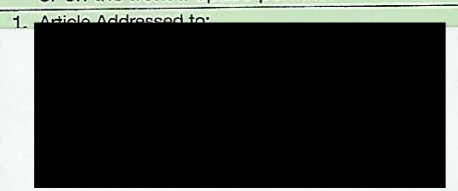
2. Article Number (Transfer from service label)

7018 3090 0000 6175 6092

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 5042 9092 3910 33

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6054

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Addressee
 C. Date
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail Restricted Delivery (over \$500)

COMPLETE THIS SECTION ON DELIVERY

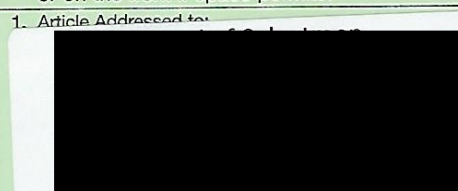
A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 5042 9092 3909 99

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6078

PS Form 3811, July 2015 PSN 7530-02-000-9053

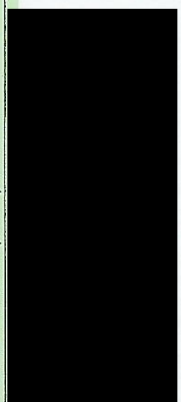
COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Addressee
 C. Date
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 5042 9092 3910 02

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6061

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town Clerk
Dracut Town Hall
62 Arlington Street
Dracut, MA 01826



9590 9402 5042 9092 3911 49

7018 3090 0000 6175 6047

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sabrina Bazzella*
B. Received by (Printed Name)
Sabrina Bazzella

- ☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Town Manager
Dracut Town Hall
62 Arlington Street
Dracut, MA 01826



9590 9402 5042 9092 3909 68

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6108

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Carol Briggs*
B. Received by (Printed Name)
CAROL BRIGGS

- ☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Town of Dracut
62 Arlington Street
Dracut, MA 01826



9590 9402 5042 9092 3909 51

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6115

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Carol Briggs*
B. Received by (Printed Name)
CAROL BRIGGS

- ☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>N. Schurp</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery 12/5/19 D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: [Redacted] 2. Article Number (Transfer from service label) 7018 3090 0000 6175 6139		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery Restricted Delivery	
9590 9402 5042 9092 3911 63 PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>N. Schurp</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery 12/5/19 D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: [Redacted] 2. Article Number (Transfer from service label) 7018 3090 0000 6175 6085		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery Insured Mail (over \$500)	
9590 9402 5042 9092 3909 82 PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$3.50 Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$2.80 <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 \$0.55 Total Postage and Fees \$6.85	0746 04 Postmark Here 12/03/2019
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Attachment B

December 3, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for December 18, 2019, at 6:00 pm at American Legion Post 315, 574 Broadway Road, Dracut, MA 01826. The proposed Marijuana Retail Establishment is anticipated to be located at 1274 Merrimack Avenue, Dracut, MA 01826. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of BKPN LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Community Development

Dracut Town Hall

62 Arlington Street

Dracut, MA 01826



9590 9402 5042 9092 3910 02

Article Number (Transfer from service label)
7018 3090 0000 6175 6061

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent☐ Addressee

C. Date of Delivery

B. Received by (Printed Name)

Sabrina Vozzella

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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9590 9402 5042 9092 3909 75

Article Number (Transfer from service label)
7018 3090 0000 6175 6092

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent☐ Addressee

C. Date of Delivery

B. Received by (Printed Name)

Sabrina Vozzella

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

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Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Board of Selectmen
Dracut Town Hall
62 Arlington Street
Dracut, MA 01826

9590 9402 5042 9092 3909 99

Article Number (Transfer from service label)
7018 3090 0000 6175 6078

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

B. Received by (Printed Name)

Carol Briggs

C. Date

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

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1. Article Addressed to:

Economic Development
Dracut Town Hall
62 Arlington Street
Dracut, MA 01826

9590 9402 5042 9092 3910 33

Article Number (Transfer from service label)
7018 3090 0000 6175 6054

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

B. Received by (Printed Name)

Carol Briggs

C. Date

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Planning Board
Dracut Town Hall
62 Arlington St
Dracut, MA 01826

9590 9402 5042 9092 3909 44

Article Number (Transfer from service label)
7018 3090 0000 6175 6122

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

B. Received by (Printed Name)

Sabrina Vozzella

C. Date

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

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December 3, 2019

320 Limousine Service

**Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
Docket No. MI19P4337GD
NOTICE AND ORDER:
Petition for Appointment**

of Guardian of a Minor
In the interests of **Leandro**
DeSouza Soares, Jr. of
Lowell, MA, Minor: A
hearing on a Petition for
Appointment of Guardian
of a Minor filed on
08/22/2019 by Iweliza
Garcia of Lowell, MA will
be held 12/30/2019 at
8:30 AM Review Hearing,

121-121 Street,
Cambridge, MA 02141

You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to file the original with the Court, and mail a copy to all interested parties at least five (5) business days before the hearing. The minor (or an adult on behalf of the minor) has the right to request that the court be appointed for counsel if you are a minor. If you are a parent of the minor child who is the subject of this proceeding you have a right to be represented by an attorney. If you want an attorney and cannot afford to pay for one and if you

Public Notice

**LEGAL NOTICE
TOWN OF DRACUT
PLANNING BOARD**

Notice is hereby given that the Dracut Planning Board will conduct a public hearing on Wednesday, December 11, 2019.

commencing at 7:15 pm in the Douglas G. Willett Board of Selectmen Chambers at Town Hall. Said hearing is being held on the petition of Homestead Construction, LLC seeking a special

permit to construct a 19-foot Open Space Residential Development at 52A Avis Avenue in accordance with Sect. 4.14.01 of the Town of Deerfield Zoning Bylaws. In accordance with the American with Disabilities Act, if you wish to obtain this document in an alternative format or to request a reasonable accommodation for this event please contact Christine Lindberg at 978-453-9492 no later than 10 days prior to the event.

THE DRACUT PLANNING

BOARD
Mark Pease, Chairman

November 26, 2019

Public Notice

Town of Westford
Tree Warden
Notice of Public Hearing

In accordance with Massachusetts General Laws (M.G.L.) Chapter 87, Public Shade Tree Law, Section 3 (regarding Public Shade Trees; Hearing; Damages), the Town of Westford Tree Warden will hold a Public hearing regarding an application from National Grid to remove or prune public shade trees on Tuesday, November 17, 2015 at 7:35 p.m. at the Westford Town Hall, Unstairs Meeting Room, 55 Main Street, Westford, MA. Any person interested or wishing to be heard on this matter should appear at the time and place designated.

The program included a free-by-tree hazard assessment/enhanced vegetation management of public and private trees, along the main three-phase lines which serve the community. The work is recommended to remove hazard trees and prune for traditional clearance to reduce tree outage problems affecting large numbers of customers served by these main lines. National Grid's arborists have identified eighty-six (86) town-owned trees for removal along town roads, and four (4) town trees for pruning. Town trees located within the public way that are slated for removal have been posted with a notice of public hearing in the field. Trees designated for pruning have been marked with a small blue ribbon. Town roads with town trees affected by the program are Bridge Street, North Main Street, North Street, Groton Road, Millstone Hill Road and Summer Village Road. A complete list of town trees designated for removal or pruning, including information about the location, size and species of the affected trees and the reason for the proposed, is available weekdays, during normal business hours, from the Town Hall and the Westford Highway Department, 28 North Street, Westford, MA 01886. Please contact the Westford Highway Department at 978-692-5520 regarding any inquiries.

Richard J. Barrett, Jr., PWLF
Highway Superintendent

Tree Warden

Public Notice

Town of Westford
Tree Warden
Office of Public Hearing

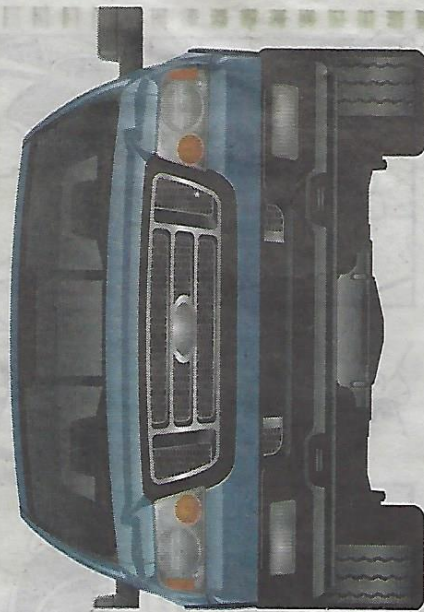
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Richard J. Barrett, Jr., PWLF
Highway Superintendent

Tree Warden

Pass the Middleman...



Get the

Community Outreach Meeting Attestation Form

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

I, Peter Niarhos, *(insert name)* attest as an authorized representative of BKPN LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on December 18, 2019 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 3, 2019 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on December 3, 2019 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on December 3, 2019 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Sabrina Brzella

☐ Agent☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 5042 9092 3911 49

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

7018 3090 0000 6175 6047

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Carol Briggs

☐ Agent☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 5042 9092 3909 68

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6108

PS Form 3811, July 2015 PSN 7530-02-000-9053

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Carol Briggs

☐ Agent☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 5042 9092 3909 51

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6115

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *N. Schuniger*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12/5/19

Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

9590 9402 5042 9092 3911 63

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6139

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *N. Schuniger*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12/5/19

Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

9590 9402 5042 9092 3909 82

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6085

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

DRACUT, MA 01826

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$2.80☐ Return Receipt (electronic) \$0.00☐ Certified Mail Restricted Delivery \$0.00☐ Adult Signature Required \$0.00☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$3.85

0746

04

Postmark
Here

12/03/2019

See Reverse for Instructions

BKPN LLC
Plan to Remain Compliant with Local Zoning


BKPN LLC (“BKPN” or the “Company”) is committed to remaining compliant with all applicable zoning bylaws of the Town of Dracut, MA, including, but not limited to Sections 1.16.00 and 2.11.30 of the Dracut Zoning Bylaw which apply to BKPN’s proposed Marijuana Dispensary (a licensed marijuana retail facility) at 1274 Merrimack Avenue, Dracut, MA 01826. The property is located in the B3 zoning district. In addition, the Building Commissioner found that: “As a pre-existing, non-conforming structure and use, a Planning Board Special Permit is required prior to any change of use or alteration of structure. (Section 2.16.21 and 2.16.22). Subsequently, a Special Permit (with Site Plan Review) must be granted by the Board of Selectmen (Section 2.11.30).” BKPN is diligently pursuing all applicable local permits from the enumerated municipal boards. The facility is located over 500 feet away from any public or private schools serving grades K-12. The Town of Dracut’s General Bylaw also requires that a marijuana establishment obtain a license from the Board of Selectmen pursuant to Section 6 of Chapter 28.

Host Community Agreement Certification Form

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

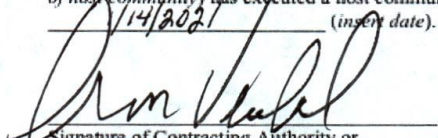
Applicant

I, Peter Niarhos, Manager, (insert name) certify as an authorized representative of BKPN LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Dracut (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 1/14/2020 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Ann Vandal, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Dracut (insert name of host community) to certify that the applicant and Town of Dracut (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 1/14/2021 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

BKPN LLC
POSITIVE IMPACT PLAN

In furtherance of the statutory goals enshrined in M.G.L. c. 94G, §4 and pursuant to the regulations at 935 CMR 500.101(a)(11) BKPN LLC (“BKPN” or the “Company”) has established this positive impact plan to maximize its ability to help right some of the wrongs of the failed drug war and to empower and employ residents of Lowell, Massachusetts, a designated area of disproportionate impact closest to the Town of Dracut.

1. Goals: By the end of its first year of operation, and annually every year thereafter as a prerequisite to renewal of licensure, BKPN will have a workforce for retail adult-use cannabis establishment, to be located at 1274 Merrimack Avenue, Dracut, MA comprised of at least 20% of its total staffing and management that live in Lowell, or other nearby designated area of disproportionate impact, to ensure that citizens of those designated areas have access to the industry and the opportunity to grow with BKPN. BKPN seeks to make meaningful contributions to the citizens living in areas of disproportionate impact by employing, mentoring, and fostering the professional growth of those employees. The 20% staffing goal is intended to be met across multiple levels of the company’s hierarchy, from cultivation assistants to upper management, and will not be limited to the lowest levels of our staffing needs.

2. Programs: BKPN has a multi-faceted program to attract and hire employees from Lowell. The program is intended to allow BKPN to benefit residents of Lowell, or other nearby areas of disproportionate impact, and to develop our employees’ skills in the cannabis industry.

- Seek out a working relationship with MassHire Greater Lowell Career Center, located in Lowell, MA, to help attract and identify qualified job seekers. BKPN intends to offer workshops at the MassHire Greater Lowell Career Center to provide information about the industry and as an avenue for prospective applicants to learn about the company. BKPN is committed to offering at least 20 hours of instruction per year for its educational workshops at the Greater Lowell Career Center.
- Similarly, BKPN will pursue a working relationship with the Career Center of Lowell, which is part of the Massachusetts One-Stop Career Center system, to attract and identify qualified job seekers. We will seek to provide educational workshops at the Career Center of Lowell to provide information about the industry and as an avenue for prospective applicants to learn about the company. BKPN is committed to offering at least 20 hours of instruction per year for its educational workshops at the Career Center of Lowell.

Industry Specific Instruction at MassHire’s Greater Lowell Career Center and Career Center of Lowell: BKPN is committed to offering at minimum of 40 cumulative hours of industry specific instruction per year for its educational workshops at both career center locations. In addition to serving as a tool to get to know potential applicants on a personal level, these instructional hours are intended to educate individuals from Lowell on specific areas of the cannabis industry that fall within BKPN’s institutional and operational knowledge. We will view it as a successful educational program if attendees are brought on board BKPN or with any other licensed marijuana establishment. The industry must include people from areas of disproportionate impact and BKPN is thrilled to have the opportunity to contribute to that statutory goal both internally and on an industry-wide basis.

BKPN LLC
POSITIVE IMPACT PLAN

- Contract with a cannabis industry staffing agency to aid in the identification of suitable candidates for employment from Lowell. The criteria to be used in evaluating a potential staffing agency will include, but not be limited to, the following:
 - An institutional commitment to promoting restorative social justice, equity, and diversity in the cannabis industry.
 - Demonstrated expertise in identifying cannabis industry employees, whether from Massachusetts' medical marijuana program, or from any other state where adult-use and/ or medical cannabis is permitted under applicable state law.
 - The ability to identify candidates suitable for employment in all of the component parts of the production process as well as candidates necessary for upper management roles with the company. We want a one-stop shop for our cannabis staffing needs and will work diligently to identify such an entity serving the industry.
 - Serve as an internship/apprenticeship site under the Cannabis Community Care & Research Network/Holyoke Community College, which, as the Commission knows, is one of six selected vendors in the Commission's Social Equity Technical Assistance Program. If permissible under Holyoke Community College's academic policies, BKPN would seek to have paid interns/apprentices while they simultaneously earn course credit. BKPN's legal counsel, Blake M. Mensing, also serves as the lead legal advisor for Cannabis Community Care & Research Network's social equity training program and is committed to maximizing that dual role for the benefit of residents of Lowell and other areas of disproportionate impact nearby the Town of Dracut.
 - BKPN will also seek out employment candidates that received training from any of the other vendors serving in the Social Equity Technical Assistance Program.
3. **Measurement and Accountability:** BKPN will utilize the following biannual qualitative and quantitative metrics to assess whether the program has led to the achievement of our positive impact plan's goals:
- 20% of staff residing in Lowell shall serve as the Quantitative Metric. The measurement of this metric shall be numeric and any staffing levels below 20% of the target goal shall lead to a reevaluation and adjustment of the above listed program to achieve the goals of this positive impact plan.
 - The primary Qualitative Metric shall be based on the following:
 - A breakdown of the levels of staffing to meet the 20% Quantitative Metric to ensure that the goal of hiring employees from Lowell is met at all levels of the company's employment hierarchy.
 - The data source for the measurement of the Qualitative Metric shall be the Company's human resources personnel files.
 - Senior management shall compile the employment data and include the percentages of employees from Lowell in our master positive impact plan database to be used to track our progress toward this plan's goals. A spreadsheet, or other suitable electronic data management tool, shall serve as the medium by which the Company will track this data.
 - While BKPN is not setting a specific minimum percentage of its management that shall be drawn from residents of Lowell, we are committed to reviewing the breakdown of staffing roles amongst that 20% target and intend to adjust our hiring funnel to capture a

BKPN LLC
POSITIVE IMPACT PLAN

greater proportion of managerial candidates if we determine that the actual number of such employees is lower than we would like to see.

- The raw data collected under the Quantitative Metric described above shall serve as the basis for this Qualitative Metric. Starting from the raw numerical data, the Company shall evaluate the proportion of residents of Lowell that occupy managerial roles. There will be a heavy emphasis on adjusting the managerial composition upwards for residents of areas of disproportionate impact by promoting lower level employees from within based on their performance. The percentage data for managerial roles shall be tracked in the master positive impact plan database and shall be considered separately from the Quantitative Metrics. A spreadsheet, or other suitable electronic data management tool, shall serve as the medium by which the Company will track this data.
- BKPN is committed to being a force for good in Massachusetts and our nascent cannabis industry is uniquely situated, from a statutory and regulatory standpoint, to rectify the disproportionate burden that was imposed on residents of Lowell at the hands of the failed drug war. This positive impact plan shall be revised no less than annually, and shall be tailored and tweaked in response to updates in the Quantitative and Qualitative Metrics outlined herein, until the Company's Goals have been achieved. It is our intent to expand the scope of the Company's positive impact goals, to be reflected in updated positive impact plans, as our presence in the Massachusetts cannabis industry becomes more established and our resources and expertise grow.

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001360898

The date of filing of the original certificate of organization: 1/4/2019

1. The exact name of the limited liability company is: BKPN LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 103 PLEASANT STREET
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

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

No. and Street: 103 PLEASANT STREET
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BILL KALTSAS
 No. and Street: 103 PLEASANT STREET
 City or Town: DRACUT State: MA Zip: 01850 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PETER NIARHOS	103 PLEASANT STREET DRACUT, MA 01826
MANAGER	BILL KALTSAS	103 PLEASANT STREET DRACUT, MA 01850 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	BILL KALTSAS	103 PLEASANT STREET DRACUT, MA 01826 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BILL KALTSAS	103 PLEASANT STREET DRACUT, MA 01826 USA
REAL PROPERTY	PETER NIARHOS	103 PLEASANT STREET DRACUT, MA 01826 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

THIS IS A CORRECTION OF TYPOGRAPHICAL ERRORS ON THE NAME SHOWN FOR BILL KALTSAS.

11. The restated certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of February, 2019,
BILL KALTSAS , Signature of Applicant.**

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:

February 05, 2019 03:09 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

July 10, 2019

TO WHOM IT MAY CONCERN:

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

BKPN LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 4, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **PETER NIARHOS, BILL KALTSAS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PETER NIARHOS, BILL KALTSAS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PETER NIARHOS, BILL KALTSAS**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

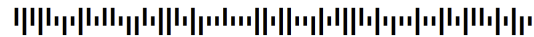
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



BILL KALTSAS, MEMBER BKPN LLC
BKPN LLC
103 PLEASANT ST # DRACUT
DRACUT MA 01826-4741

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for BKPN LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

What if I have questions?

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

Visit us online!

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: q29kbh

Edward W. Coyle, Jr., Chief
Collections Bureau

BKPN, LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT, effective January 4th, 2019, is hereby made by and among the persons identified as Members on *Schedule A* (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members"). Bill S. Kaltsas and Peter C. Niarhos, in addition to the capacity of each as Members, also serve as Managers of this LLC, and each executes this Agreement such dual capacities.

WHEREAS, BKPN, LLC (the "LLC") has been formed as a limited liability company under the Massachusetts Limited Liability Company Act (the "Act") by the filing of a Certificate of Organization (the "Certificate") in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, this Operating Agreement shall replace and supersede any and all prior operating agreements relative to the LLC; and

WHEREAS, the Manager and the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its business, management and operations.

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

ARTICLE I **Definitions**

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below:

"*Act*" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

"*Adjusted Capital Account*," means, for each Member, such Member's Capital Account balance increased by such Member's Share of Minimum Gain.

"*Affiliate*" shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the immediate family of the specified person.

"*Agreement*" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"*Bankruptcy*" means the occurrence of any of the following events:

- (i) a Member makes an assignment for the benefit of creditors;
- (ii) a Member files a voluntary petition in bankruptcy;
- (iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- (iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;

(vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or

(vii) One hundred and twenty days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under I.R.C. § 704. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(i) There shall be credited to each Member's Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g)) of any property contributed by such Member to the capital of the LLC, the amount of liabilities of the LLC assumed by the Member or to which property distributed to the Member was subject, and such Member's share of the Net Profits and Gross Income of the LLC and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to I.R.C. § 7701(g)) of any property distributed to such Member by the LLC, the amount of liabilities of the Member assumed by the LLC or to which property contributed by the Member to the LLC was subject and such Member's share of the Net Losses and Nonrecourse Deductions of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(ii) If the LLC at any time distributes any of its assets in kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or Gross Income that would have been realized by the LLC had it sold the assets that were distributed at their respective fair market values (taking I.R.C. § 7701(g) into account) immediately prior to their distribution.

(iii) In the event any interest in the LLC is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

"Capital Transaction" means a sale or other disposition of all or a portion of the LLC's property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC's business and any refinancing.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; *provided, however*, that (i) upon a contribution of an asset in kind, and (ii) in the circumstances described in Treasury Regulations Section 1.7041(b)(2)(iv)(f), the Carrying Values of all the LLC's assets, shall be adjusted to their respective fair market values and shall thereafter be adjusted in accordance with the provisions of Treasury Regulations Section 1.7041(b)(2)(iv)(g).

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Consent" means the written consent or approval of more than 50 percent in interest, based on Percentage Interests, of those Members entitled to participate in giving such Consent, and if more than one class or group of Members is so entitled, then more than 50 percent shall be so required with respect to each such class or group.

"Distributable Cash" means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

(i) cash disbursements for advertising and promotion expenses, salaries, employee benefits (including profitsharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal

expenses, costs of repairs and maintenance, and any and all other items customarily considered to be "operating expenses";

(ii) payments of interest, principal and premium, and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (A) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC, and (B) any Voluntary Loans;

(iii) payments made to purchase inventory or capital assets, and for capital construction, rehabilitation, acquisitions, alterations and improvements; and

(iv) amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii), above, deemed by the Manager to be necessary to meet the current and anticipated future needs of the LLC.

"Economic Risk of Loss" means the risk as determined under Treasury Regulations Section 1.7522 (taking all applicable "grandfathering" rules into account) that a member or person related to a member will suffer an economic loss as a result of the failure of the limited liability company to repay a liability.

"Excess Negative Balance" for a Member means the excess, if any, of (i) the negative balance in a Member's Capital Account after reducing such balance by the net adjustments, allocations and distributions described in Treasury Regulations Section 1.7041(b)(2)(ii)(d)(4), (5) and (6) which, as of the end of the LLC's taxable year, are reasonably expected to be made to such Member, over (ii) the sum of (A) the amount, if any, the Member is required to restore to the LLC upon liquidation of such Member's interest in the LLC (or that is so treated pursuant to Treasury Regulations Section 1.7041(b)(2)(ii)(c)), (B) the Member's Share of Minimum Gain and (C) that portion of any indebtedness of the LLC (other than Partner Nonrecourse Debt) with respect to which the Member bears the Economic Risk of Loss that such indebtedness would not be repaid out of the LLC's assets if all of the LLC's assets were sold at their respective Carrying Values as of the end of the fiscal year or other period and the proceeds from the sales together with any amounts described in clause (A), above, were used to pay the LLC's liabilities.

"Gross Income" means, for each fiscal year or other period, an amount equal to the LLC's gross income as determined for federal income tax purposes for such fiscal year or period but computed with the adjustments specified in clauses (i), (ii) and (iii) of the definition of "Net Profits" and "Net Losses."

"Immediate Family" (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities, all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

"Invested Capital" means, at any point in time, for any Member, the excess of (i) the aggregate amount of the capital contributed to the LLC by such Member over (ii) the aggregate amount distributed (or deemed distributed) to such Member pursuant to Section 4.01(c), below.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

"LLC Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation to the Members pursuant to Sections 5.01(b)(ii) or 5.01(c)(i), below, of any Net Profits or Net Losses from a sale or other disposition of the assets of the LLC other than in the ordinary course of the LLC's trade or business, increased by the aggregate amount of Net Profits to be allocated to the Members pursuant to Section 5.01(b)(ii) as a result of such sale or other disposition or decreased by the aggregate amount of Net Losses to be allocated to the Members pursuant to Section 5.01(c)(i) as a result of such sale or other disposition.

"Manager" shall refer to any person named as a Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person's capacity as (and for the period during which such person serves as) a Manager of the LLC. "Managers" shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Managers of the LLC. Reference to

the "Manager" shall collectively include the two managers named herein.

"Member" shall refer severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person's capacity as a Member of the LLC. "Members" shall refer collectively to all such persons in their capacities as Members.

"Minimum Gain" means the amount determined by computing with respect to each Nonrecourse Debt of the LLC, the amount of Gross Income, if any, that would be realized by the LLC if it disposed of the property securing such debt in full satisfaction thereof, and by then aggregating the amounts so computed. For purposes of determining the amount of such Gross Income with respect to a liability, the Carrying Value of the asset securing the liability shall be allocated among all the liabilities that the asset secures in the manner set forth in Treasury Regulations Section 1.7042(d)(2).

"Net Profits" and "Net Losses" mean the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. § 703(a), computed with the following adjustments:

- (i) Items of gain, loss, and deduction shall be computed based on the Carrying Values of the LLC's assets (in accordance with Treasury Regulations Sections 1.704(b)(2)(iv)(g) and 1.7043(d)), rather than on the assets' adjusted bases for federal income tax purposes;
- (ii) Any tax-exempt income received by the LLC shall be included as an item of gross income;
- (iii) The amount of any adjustments to the Carrying Values of any assets of the LLC pursuant to I.R.C. § 743 shall not be taken into account;
- (iv) Any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expense; and
- (v) The amount of Gross Income and Nonrecourse Deductions specially allocated to any Members pursuant to Sections 5.01, 5.02 and 5.03, below, shall not be included in the computation.

"Nonrecourse Debt" means any liability of a limited liability company to the extent that the liability is nonrecourse for purposes of Treasury Regulations Section 1.10012.

"Nonrecourse Deductions" for a taxable year means deductions funded by Nonrecourse Debt (as determined under Treasury Regulations Sections 1.7042(c) and 1.7042(i)(2)) for such year and is generally equal to the excess, if any, of (i) the net increase in Minimum Gain during such year over (ii) the sum of (A) the aggregate distributions of proceeds from Nonrecourse Debts attributable to increases in Minimum Gain during such year and (B) increases in Minimum Gain during such year attributable to conversions of liabilities into Nonrecourse Debts.

"Partner Nonrecourse Debt" means any Nonrecourse Debt to the extent that a member bears the Economic Risk of Loss associated with the debt.

"Percentage Interest" shall be the percentage interest of a Member set forth in *Schedule A*, as amended from time to time.

"Securities Act" means the Securities Act of 1933, as amended.

"Share of Minimum Gain" means, for each Member, the sum of such Member's share of Minimum Gain attributable to Nonrecourse Debt other than Partner Nonrecourse Debt (computed in accordance with Treasury Regulations Section 1.7042(g)) and such Member's share of Minimum Gain attributable to Partner Nonrecourse Debt (computed in accordance with Treasury Regulations Section 1.7042(i)(5)).

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer, or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, bankruptcy, liquidation and dissolution.

"Voluntary Loan" shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

2.01 *Name of the Limited Liability Company.* The name of the limited liability company is

BKPN LLC. The name of the LLC may be changed at any time, or from time to time, with the approval of the Manager and the Consent of the Members.

2.02 Office of the Limited Liability Company; Agent for Service of Process. The address of the registered office of the LLC for purposes of Section 5 of the Act is 103 Pleasant Street, Dracut, Massachusetts, 01826. The name and address of the resident agent for service of process for the LLC is Bill S. Kaltsas, 103 Pleasant Street, Dracut, Massachusetts, 01826. The Manager may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by the LLC's business and in furtherance of its purposes set forth in Section 2.04 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Manager may cause the LLC to change from time to time its resident agent for service of process, or the location of its registered office in Massachusetts; provided, however, that the Manager shall promptly notify all Members in writing of any such change.

2.03 Organization. The Manager shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

2.04 Purposes and Powers. The general character of the business of the LLC is to engage in the business of owning and operating a Registered Marijuana Dispensary, as well as engaging in all functions related thereto, including, but not limited to; Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related establishment; and to engage in any activities directly or indirectly related or incidental thereto.

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized:

(a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of LLCs (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, including other contracts establishing business arrangements or organizations necessary to, in connection with, or incidental to the accomplishment of, the purposes of the LLC;

(b) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;

(c) to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by an LLC under the laws of the Commonwealth of Massachusetts; and

(e) to take any other action not prohibited under the Act or other applicable law.

2.05 Members. The Members of the LLC are identified on *Schedule A* hereto.

2.06 Designation of Manager. Bill S. Kaltsas and Peter C. Niarhos are hereby designated as the Managers of the LLC.

2.07 Managers as Members. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

2.08 Liability of Members. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) except as provided in Section 3.02(e) of this Agreement, no Member, in his, her or its capacity as a Member (or, if applicable, as a Manager) shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

2.09 *Notices of Default.* No Member or Manager shall be obliged to give notice of an existing or potential default of any obligation of the LLC to any of the Members, nor [subject to the provisions of Section 3.02(b)] shall any Member or Manager be obligated to make any capital contributions or loans to the LLC or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

2.10 *Investment Representations.* Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC the following.

(a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.

(b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Managers are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from the Manager or other representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) It has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such an investment.

(e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to both execute and deliver this Agreement and perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE III

Capital Contributions; Additional Financing

3.01 *Capital Accounts.* For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 This Section intentionally left blank.

3.03 *No Withdrawal of or Interest on Capital.* Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by the Member, or to receive any other payment in respect to the Member's interest in the LLC, including, without limitation, payment received as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

3.04 *Third Party Loans.* In the event that the LLC requires additional funds to carry out its purposes, conduct its business or meet its obligations, or to make any expenditure authorized by this Agreement, the LLC may borrow funds from such third party lender(s) on such terms and conditions as may be acceptable to the Manager.

3.05 *Member Made Loans.* In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Manager in its sole discretion, the Members shall loan such funds to the LLC. Each member shall loan the proportion of such required additional funds equal to its proportionate interest in the LLC. Any loan made pursuant to this Section 3.05 shall be nonrecourse to the Members; shall be repaid out of the first funds available therefor and in any event prior to any distribution to any Member of Distributable Cash, and shall become due and

payable in full not more than five years after the date such loan is made. The terms of such loans may be varied within the discretion of the Manager.

ARTICLE IV Cash Distributions

4.01 *Distribution of Distributable Cash and Net Proceeds upon Liquidation.* Distributable Cash and net proceeds upon liquidation of the LLC shall be distributed to the Members *[at such times and in such amounts as the Manager may approve]* as follows:

(a) first, in the case of Distributable Cash arising from a Capital Transaction and net proceeds upon liquidation of the LLC only, to all Members with positive Adjusted Capital Account balances (after such balances have been adjusted to reflect the allocation of Gross Income, Net Profits, Net Losses and Nonrecourse Deductions arising from such event, pursuant to Sections 5.01, 5.02 and 5.03) in proportion to, and to the extent of, such positive balances;

(b) second, to the Members in proportion to their respective amounts of Invested Capital until the Invested Capital of each Member has been reduced to zero; and

(c) third, the balance, if any, to the Members in accordance with their Percentage Interests.

Amounts distributed pursuant to paragraph (a), above, shall be considered to have been distributed pursuant to paragraphs (b) through (c) (as applicable) to the extent that they would have been distributed pursuant to paragraphs (b) through (c) had paragraph (a) not been contained in this Agreement.

4.02 This section intentionally left blank.

4.03 *Distributions upon Transfer or Admission.* In the event that a Member acquires an interest in the LLC either by transfer from another Member or by acquisition from the LLC, an equal portion of the Distributable Cash (other than Distributable Cash from a Capital Transaction) of the LLC for the year in which such acquisition occurs shall be allocated to each day of such year, and such Distributable Cash, so allocated to the portion of the year prior to the date of the acquisition of the interest in the LLC by the Member, shall be distributed among the Members without giving effect to such acquisition, and such Distributable Cash so allocated to the portion of the year from and after the date of the acquisition of such interest shall be distributed among the Members by giving effect to such acquisition. Distributable Cash made available from a Capital Transaction or upon the liquidation of the LLC shall be distributed to the Members based on the actual ownership of interests in the LLC on the date of the event giving rise to such Distributable Cash.

4.04 *Certain Payments to the Internal Revenue Service Treated as Distributions.*

(a) For purposes of this Section 4.04, the Manager may assume that any Member who fails to provide to the Manager satisfactory evidence of his, her or its tax status for U.S. federal income tax purposes is a foreign person taxable as a corporation.

(b) Notwithstanding anything to the contrary herein, to the extent that the LLC is required or elects, pursuant to applicable law, either (i) to pay tax (including estimated tax) on a Member's allocable share of LLC items of income or gain, whether or not distributed, or (ii) to withhold and pay over to the tax authorities any portion of a distribution otherwise distributable to a Member, the Manager may pay over such tax or such withheld amount to the tax authorities, and such amount shall be treated as a distribution to such Member at the time it is paid to the tax authorities.

4.05 *Distribution of Assets in Kind.* No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Manager, receive separate assets of the LLC and not an interest as a tenant in common with other Members entitled to any asset being distributed.

ARTICLE V Allocation of Net Profits and Net Losses

5.01 *Basic Allocations.*

(a) Except as provided in Sections 5.02 and 5.03, below (which shall be applied first), the Net Profits and Net Losses of the LLC from operations for any year (or other fiscal period) shall be allocated among the Members in accordance with their Percentage Interests.

(b) Except as provided in Sections 5.02 and 5.03, below (which shall be applied first), any Net Profits arising from a Capital Transaction or upon liquidation of the LLC shall be allocated as

follows:

(i) first, to any Members having negative Adjusted Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) second, the balance, if any, to the Members, in such proportions and in such amounts as would result in the respective Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then available LLC Capital, determined by calculating the amount the Member would receive if an amount equal to the LLC Capital were distributed to the Members in accordance with the provisions of Section 4.01 hereof, other than clause (a) therein.

(c) Except as provided in Sections 5.02 and 5.03, below (which shall be applied first), any Net Losses arising from a Capital Transaction or upon liquidation of the LLC shall be allocated among the Members as follows:

(i) first, to each Member with a positive Adjusted Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Adjusted Capital Account balances of all Members having positive Adjusted Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the respective Adjusted Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the available LLC Capital determined, as set forth in Section 5.01(b)(ii), above; and

(ii) second, the balance, if any, to the Members in accordance with their Percentage Interests.

(d) If the amount of Net Profits allocable to the Members pursuant to Section 5.01(b)(ii) or the amount of Net Losses allocable to them pursuant to Section 5.01(c)(i) is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's share of the LLC Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective shares of the LLC Capital in proportion to such differences.

(e) Allocations of Net Profits and Net Losses provided for in this Section 5.01 shall generally be made as of the end of the fiscal year of the LLC; provided, however, that allocations of Net Profits and Net Losses pursuant to Sections 5.01(b) and (c) shall be made no later than immediately prior to the time that the proceeds from the event giving rise to such Net Profits or Net Losses are distributed to the Members.

(f) Net Profits and Net Losses allocated hereunder to the Members (or to any particular group of Members) as a group shall be allocated among them based on their Percentage Interests.

5.02 Allocations of Nonrecourse Deductions and Minimum Gain.

Notwithstanding the provisions of Section 5.01, above, the following allocations of Gross Income and Nonrecourse Deductions shall be made in the following order of priority.

(a) If, in any year, there is a net decrease in the amount of Minimum Gain attributable to either (i) Nonrecourse Debt that is not Partner Nonrecourse Debt or (ii) Partner Nonrecourse Debt, then each Member shall first be allocated items of Gross Income for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in such Minimum Gain (determined in accordance with Treasury Regulations Sections 1.7042(g)(2) and 1.7042(i)(5)) to the minimum extent required by, and in the manner specified in, Treasury Regulations Sections 1.7042(f) and 1.7042(i)(4).

(b) All Nonrecourse Deductions of the LLC for any year other than Nonrecourse Deductions attributable to Partner Nonrecourse Debt shall be allocated to the Members in accordance with their Percentage Interests.

(c) All Nonrecourse Deductions of the LLC for any year attributable to Partner Nonrecourse Debt shall be allocated to the Members who bear the Economic Risk of Loss with respect to the debt.

5.03 Overriding Allocations of Net Profits and Net Losses.

Notwithstanding the provisions of Section 5.01, above, but subject to the provisions of Section 5.02, above, the following allocations of Net Profits and Net Losses and items thereof shall be made.

(a) If, during any year a Member receives any adjustment, allocation or distribution described in Treasury Regulations Sections 1.7041(b)(2)(ii)(d)(4), (5) or (6), and, as a result of such adjustment, allocation or distribution, such Member's Capital Account has an Excess Negative Balance, then items of Gross Income for such year (and, if necessary, subsequent years) shall

first be allocated to such Member in an amount equal to such Member's Excess Negative Balance.

(b) In no event shall Net Losses of the LLC be allocated to a Member if such allocation would cause or increase an Excess Negative Balance in such Member's Capital Account.

(c) Except to the extent necessary to comply with Sections 5.02, 5.03(a) and 5.03(b) hereof, the interest of the Manager in each item of income, gain, loss, deduction or credit will be equal to at least 1 percent of each such item at all times during the existence of the LLC.

(d) In the event that Gross Income, Net Profits, Net Losses or items thereof are allocated to one or more Members pursuant to subsections (a), (b) or (c), above, subsequent Gross Income, Net Profits and Net Losses from operations will first be allocated (subject to the provisions of subsections (a), (b) and (c)) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what the balance would have been if the original allocation of Gross Income, Net Profits, Net Losses or items thereof, pursuant to subsections (a), (b) or (c) had not occurred.

(e) For tax purposes, except as otherwise provided herein, or as required by I.R.C. § 704, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the LLC differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under I.R.C. § 704(c).

(f) To the extent that any portion of any Net Profits realized upon a sale or other disposition of any asset of the LLC is treated as ordinary income pursuant to I.R.C. §§ 1245 or 1250 ("Recapture Income"), such Recapture Income shall be allocated (prior to any allocation of Net Profits from such event pursuant to Sections 5.01, above) as follows:

(i) in the case of Recapture Income arising under I.R.C. § 1245, to each Member in an amount equal to the amount of depreciation deductions allocated to such Member with respect to such asset; and

(ii) in the case of Recapture Income arising under I.R.C. § 1250, to each Member in an amount equal to the excess of the amount of "depreciation adjustments" (as defined in I.R.C. §§ 1250(b)(1) and (4)) allocated or attributable to such Member with respect to such asset over the amount of depreciation adjustments that would have been allocated or attributable to such Member if the "straightline method of adjustment" (as described in I.R.C. § 1250(b)(5)) had been used with respect to such asset; *provided, however*, that in the event the amount of Recapture Income arising from the sale or disposition is less than the aggregate amount set forth in clause (i) or (ii) (whichever is applicable), the Recapture Income shall be allocated to Members based on the order in time in which the Members were allocated depreciation deductions or adjustments with respect to such asset.

5.04 Allocations upon Transfer or Admission. In the event that a Member acquires an interest in the LLC either by transfer from another Member or by acquisition from the LLC, an equal portion of the Gross Income, Net Profits, Net Losses and Nonrecourse Deductions from operations of the LLC for the year in which such acquisition occurs shall be allocated to each day of such year. The Gross Income, Net Profits, Net Losses and Nonrecourse Deductions so allocated to the portion of the year prior to the date of the acquisition of the interest in the LLC by the Member shall be allocated among the Members without giving effect to such acquisition; and the Gross Income, Net Profits, Net Losses and Nonrecourse Deductions so allocated to the portion of the year from and after the date of the acquisition of such interest shall be allocated among the Members by giving effect to such acquisition. Gross Income, Net Profits, Net Losses and Nonrecourse Deductions from a Capital Transaction shall be allocated among the Members based on the actual ownership of interests in the LLC on the date of the Capital Transaction that gave rise to such Gross Income, Net Profits, Net Losses and Nonrecourse Deductions.

ARTICLE VI

Management

6.01 Management of the LLC. Subject to the provisions of this Agreement, including, without limitation, Section 6.03, the overall management and control of the business and affairs of the LLC shall be vested in the Manager. **If, at any time, there is more than one Manager, all decisions, approvals, actions, consents and matters to be made, granted, withheld, taken or acted upon by the Manager shall require the approval of a majority in number of the persons serving as Managers unless otherwise specifically provided herein.** Any such decision, approval, action, consent or matter shall be taken at a meeting or teleconference of the requisite number of Managers, or by a writing executed by such requisite number of Managers.

Any Manager may delegate its authority to another Manager as to any particular matter, or as to all matters for a specified period of time (not to exceed 45 days), by a writing duly executed by such delegating Manager.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to all other provisions of this Agreement (including without limitation, Sections 6.03 and 6.06), the Manager shall be authorized in the name of and on behalf of the LLC, or in its own name and on its own behalf, as appropriate, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- (i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;
- (ii) to borrow money and issue evidences of indebtedness, or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC, and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;
- (iii) to employ executive, administrative and support personnel in connection with the business of the LLC; to pay salaries, expense reimbursements, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Manager in its sole discretion; and to reimburse the Manager for expenses incurred by it (directly or indirectly) to provide executive, administrative and support services in connection with the business of the LLC;
- (iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC; and to pay fees, expenses, salaries, wages and other compensation to such persons;
- (v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (vi) to determine the appropriate accounting method or methods to be used by the LLC;
- (vii) to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 and any similar provisions enacted in lieu thereof, and in any other section of the Code;
- (viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;
- (ix) to pay all organizational expenses and general and administrative expenses of the LLC;
- (x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, any Member or Manager;
- (xi) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;
- (xii) to pay any and all fees and to make any and all expenditures that the manager, in its sole discretion, deems necessary or appropriate in connection with the organization of the LLC, the offering and sale of membership interests in the LLC, the management of the affairs of the LLC, and the carrying out of the LLC's obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;
- (xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;
- (xiv) to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Manager may determine; subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets

from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Manager to be in the best interests of the LLC;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the Manager; and

(xvii) to perform any other act the Manager may deem necessary, convenient or desirable for the LLC or the conduct of the LLC's business.

Subject to Section 6.03, below, the Manager shall be authorized, in the name and on behalf of the LLC, to hire, employ, deal with, and otherwise engage in business with, itself or any of its Affiliates to the extent the Manager determines to do so in its sole discretion.

6.02 Certain Permitted Transactions. Without limitation of any of the powers set forth in Section 6.01, above, the Manager is expressly authorized, for, in the name of, and on behalf of the LLC, as follows:

(i) to cause the LLC to enter into any agreement with any manager or member of the LLC for services or otherwise, which agreements may include compensation, monetary or otherwise.

6.03 This Section intentionally left blank.

6.04 Binding the LLC. The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof, and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require the joinder or consent of any other party.

6.05 Compensation of Managers and Members. No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member, except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Manager shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Manager and the LLC, *[and, if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.]*

6.06 Contracts with Members. This section intentionally left blank.

6.07 Exculpation and Indemnification; Fiduciary Duty.

(a) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. To the extent permitted by law, no Member shall be a fiduciary of, or have any fiduciary obligations to, the other Members in connection with the LLC, this Agreement, or such Member's performance of its obligations under this Agreement; and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the LLC.

(b) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its Affiliates, if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC, and such course of conduct did not constitute *[gross] negligence* or *[willful] misconduct* of such Manager or its Affiliates.

(c) Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith, in the reasonable belief that his or her action was in the best interests of the LLC.

Without limiting the foregoing, the LLC *shall cause* such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.07, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder ~~may~~ *[shall]* be provided even if the person to be indemnified is no longer a Manager or an Affiliate of a Manager.

Notwithstanding the foregoing, no Manager or its respective Affiliates, or any person acting as a brokerdealer, shall be indemnified for any losses, liabilities or expenses arising from or out of a violation of federal or state securities laws or any other intentional or criminal wrongdoing.

(d) Any indemnity under this Section 6.07 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, that insures any party against any liability as to which such party is herein prohibited from being indemnified.

6.08 *Other Activities.*

(a) Except as provided in Section 6.08(b), below, the Members, Managers and any of their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other LLCs with purposes similar to or the same as those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

ARTICLE VII

Fiscal Matters

7.01 *Books and Records.* The Manager shall keep or cause to be kept complete and accurate books and records of the LLC at the registered office of the LLC as are required by the Act.

7.02 This section intentionally left blank.

7.03 *Bank Accounts.* The Manager shall be responsible for causing one or more accounts to be maintained in a bank (or banks) that is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Manager in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds not needed for the operations of the LLC may be invested in short term investments, including securities issued or fully guaranteed by U.S. government agencies, certificates of deposit of banks, bank repurchase agreements covering the securities of the U.S. government, commercial paper rated A or better by Moody's Investors Services, Inc., money market funds, interestbearing time deposits in banks and thrift institutions and such other similar investments as the Manager may approve. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the LLC, and no other funds shall in any way be commingled with such funds. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Manager.

7.04 *Fiscal Year.* The fiscal year of the LLC shall end on December 31st of each year.

7.05 *Tax Matters Partner.* The Manager is hereby designated as the "tax matters partner" of the LLC. If at any time such person is not eligible under the Code to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Manager to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all duties of a tax matters partner under the Code, and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE VIII

Transfers of Interests

8.01 *General Restrictions on Transfer of Interests by Members.*

(a) Except as provided in Section 8.05, below, no Member may Transfer his, her or its interest in the LLC (including without limitation, by resignation as a member of the LLC) unless:

(i) in the case of a Member that is not a Manager, the Manager shall have previously approved such Transfer in writing, the granting or denying of which approval shall be in the Manager's absolute discretion; and

(ii) in the case of a Member that is a Manager, unless such transfer shall have been previously consented to by the other Members, which Consent may be granted or denied in the other Members' absolute discretion.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; (iii) unless approved by the

Manager (or, in the case of a transfer by a Member which is a Manager, unless Consented to by the other Members), would result in a termination of the LLC under I.R.C. § 708; or (iv) unless Consented to by the Manager (or, in the case of a transfer by a Member which is a Manager, unless Consented to by the other Members), would result in the treatment of the LLC as an association taxable as a corporation or as a "publicly traded limited partnership" for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Manager for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), the assignee shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Gross Income, Net Profits, Net Losses and Nonrecourse Deductions (and items thereof), and distributions of cash or property or returns of capital to which its assignor would otherwise be entitled in respect of the interest assigned.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

(i) the assignor gives the assignee such right;

(ii) in the case of a Transfer by a Member that is not a Manager, the Manager approves such substitution, the granting or denying of which consent shall be in the Manager's absolute discretion;

(iii) in the case of a Transfer by a Member that is a Manager, the other Members, acting by Consent, shall have approved such substitution, which approval shall specify whether such assignee shall assume the role and duties of Manager in respect of the assigned interest, and, if such assignee is not to assume such role and duties, that there is a least one remaining Manager; or, if there is no remaining Manager, the Members, acting by Consent, shall have elected to continue the LLC and, if they so desire, have selected a new Manager or Managers and entered into an agreement with such new Manager(s) as to their economic interests, if any, in the LLC, and their other rights, duties and responsibilities;

(iv) the assignee pays to the LLC all costs and expenses incurred in connection with such substitution, including, specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the LLC's current Certificate and/or Operating Agreement, if required; and

(v) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by the Manager and such assignee, and such other instruments, in form and substance satisfactory to the Manager (or, if clause (iii) above is applicable, to the Members acting by Consent in connection with such substitution), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The LLC and the Manager shall be entitled to treat the record owner of any LLC interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Manager and recorded in the books of the LLC. The Manager may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any membership interest, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the LLC or the Manager.

8.02 *Withdrawal or Termination of the Manager.* Without the prior written Consent of the Members, no Manager may voluntarily resign, withdraw or retire as Manager from the LLC.

8.03 This section intentionally left blank.

8.04 *Restrictions as to Certain Matters.* Every Transfer of an interest of a Member of the LLC permitted by this Article VIII shall be subject to the following restrictions.

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Manager may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(b) The Manager may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Manager that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Manager has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC (if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement) shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its interest; and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of 18 percent per annum, compounded monthly (but not exceeding the maximum rate permitted by law), and all costs and expenses of collection incurred by the LLC (including reasonable fees and disbursements of counsel).

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest, and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or be on the books of the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction; and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law, it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

ARTICLE IX **Miscellaneous**

9.01 *Events Causing Dissolution.* The LLC shall be dissolved and its affairs wound-up upon the following:

(a) the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash, and the Manager decides not to distribute all or substantially all of such noncash items to the Members;

(b) subject to the provisions of Section 9.02 (below), the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member who is also a Manager;

(c) the election to dissolve the LLC made in writing by the Manager *with the Consent of the Members*;

(d) any consolidation or merger of the LLC with or into any entity, following which the LLC is not the resulting or surviving entity; or

(e) upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution; except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member, except as provided in Section 9.01(b).

9.02 *Continuation of the LLC.* Notwithstanding the occurrence of an event specified in Section 9.01(b), the LLC shall not be dissolved, and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, acting by Consent, elect within 90 days after such occurrence to continue the LLC and the LLC's business, and designate from among the Members one or more Managers. If, following such election to continue the LLC and its business, there remains only one Member, an

additional Member shall be admitted to the LLC in connection with such election.

9.03 *Procedures on Dissolution.* Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until its Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The remaining Manager or, if there be none, a liquidator appointed with the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

9.04 *Distributions upon Liquidation.*

(a) After paying liabilities owed to creditors, the Manager or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such Manager or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as such Manager or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the Manager or liquidator shall cause the remaining net assets of the LLC to be distributed to and among the Members in the order of priority set forth in Article IV, hereof. In the event that any part of such net assets consists of notes or accounts receivable or other noncash assets, the Manager or liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form that would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value, net of any liabilities.

ARTICLE X General Provisions

10.01 *Notices.* Any and all notices under this Agreement shall be given in writing, and shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by express mail, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received, if sent by any other method. To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address known to the sender for the recipient, if different from the address so specified.

10.02 *Word Meanings.* Words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 *Binding Provisions.* Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

10.04 *Applicable Law.* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

10.05 *Counterparts.* This Agreement may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

10.06 *Separability of Provisions.* Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered valid from the effective date of such amendment or interpretation).

10.07 *Section Titles.* Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 *Amendments.* Except as otherwise specifically provided in this Agreement, this

Agreement may be amended or modified with the majority consent of the Members in accordance with their proportionate interest in the LLC.

10.09 *Third Party Beneficiaries.* The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member who is a creditor) or other person (other than a Member in his, her or its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member or Manager.

10.10 *Entire Agreement.* This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Managers hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

10.11 *Dispute Resolution.* Any disputes arising under this agreement shall be resolved by way of binding arbitration to take place in the Commonwealth of Massachusetts. The parties thereto shall submit such claims to, and in doing so abide by the rules of, the American Arbitration Association (AAA) in selecting an arbitrator. The intent of this provision is to avoid disputes being litigated in courts, and instead that they be submitted to binding arbitration for final, binding disposition. Prior to any such demand for arbitration, parties shall have an affirmative obligation to first submit the claim to an agreed upon mediator, and each involved party shall attempt in good faith to resolve any and all such claims in the forum of mediation, also to take place within the Commonwealth of Massachusetts. Binding arbitration shall not commence until and unless all parties have first exhausted efforts to mediate in good faith and impasse results (in fact, acting in good faith during mediation and impasse shall be prerequisites to any demand for arbitration).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MANAGERS:

Bill S. Kaltsas

Peter C. Niarhos

MEMBERS:

Bill S. Kaltsas

Peter C. Niarhos

Schedule A

Members

1. Peter C. Niarhos
2. Bill S. Kaltsas

Acknowledged and agreed:


Bill S. Kaltsas, Member and Manager


Peter C. Niarhos, Member and Manager

SCHEDULE B

Member Name	Address	Percentage Interest	Capital Contributions	Description	Capital Account Balance
Bill S. Kaltsas		50%			
Peter C. Niarhos		50%			



72 River Park Street Needham MA 02494
617-500-1824

7/29/2019

Cannabis Control Commission
101 Federal Street, 13th floor
Boston, MA 02110
RE: BKPN LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. BKPN LCC has applied to purchase a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to BKPN LLC as soon as a bindable proposal is available.

Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopus US Insurance Company
Prime Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

BKPN, LLC

**1274 Merrimack Avenue
Dracut, MA 01826**

Business Plan for the Town of Dracut

Executive Summary

Company Name

BKPN, LLC

Facility Location

1274 Merrimack Ave
Dracut, MA 01826



Mission

Our mission is to operate a local, adult-use cannabis retail shop that serves as a model to regulatory authorities and is a shop the community trusts.

Goals

- ✓ Develop a recognizable and trusted brand.
- ✓ Set industry standards for product quality.
- ✓ Serve as a model to regulatory authorities.
- ✓ Stimulate local economy by employing resident staff and vendors.

The Company

BKPN, LLC (hereinafter, “BKPN”) is a privately funded Massachusetts corporation (ID Number: 001360898) seeking to obtain a retail cannabis license from the Cannabis Control Commission (“CCC”) to operate a retail shop located at 1274 Merrimack Ave, Dracut, Massachusetts. BKPN will utilize the space to sell cannabis products to adults, over the age of 21, for recreational use.

BKPN was founded by Dracut residents, Peter Niarhos and Bill Kaltsas, two passionate, successful and trusted business owners with diverse professional backgrounds. Though their individual skill sets are eclectic, their goal of providing safe cannabis products and developing a trusted and recognizable brand is mutual.

The Founders

Peter Niarhos: Peter is Doctor of Medicine in Dentistry and the owner of his own practice in Dracut. In addition to his successful dental office, Peter is the owner of an acclaimed Italian restaurant as well as a state-of-the-art carwash. Peter's skill set is allectic and vast. He is an inherent, risk-taking businessman and is eager to dive into the emerging market of recreational cannabis.

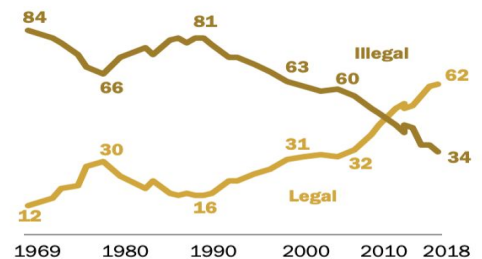
Bill Kaltsas: Bill has served as the proud and successful owner of Dracut Auto Butler, Inc. for many years. Bill grew interested in the idea of opening a recreational cannabis shop in Dracut upon witnessing the success of his son's vape shop in town. By helping his son get his business off the ground, Bill has learned a great deal about operating a retail shop in Dracut and feels optimistic that he can capitalize on the Massachusetts' cannabis market.

Market Overview

National Landscape

Public support for legalizing recreational cannabis has steadily risen from 12% in 1969, to an estimated 62% today. Those in favor understand that this industry will generate billions of dollars for the economy, create hundreds of thousands of jobs, decrease crime, free up police resources, take power and money away from drug cartels and street gangs, and put an end to an unregulated black market.

Do you think the use of marijuana should be made legal, or not? (%)



In 2018, twenty-one states considered legalization bills. As of today, eleven states and the District of Columbia have legalized cannabis for recreational adult-use, and thirty-three states have legalized cannabis for medicinal purposes, illustrating the increasing acceptance throughout the United States and the potential market opportunity presented by a regulated industry. In 2016, the legal cannabis industry generated \$7.2 billion in revenue and it is estimated that by

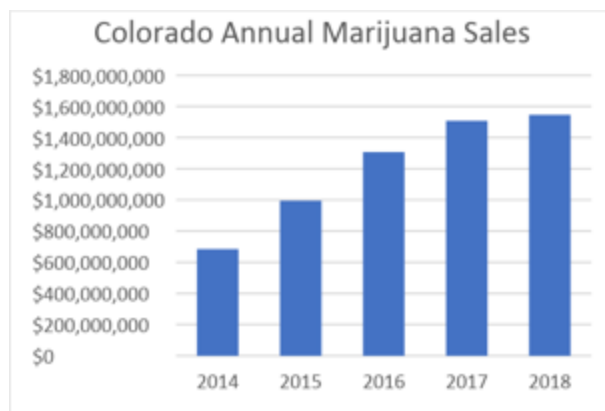
2025, the cannabis industry will exceed \$24 billion in annual economic activity.

Massachusetts Market

BKPN estimates Massachusetts' adult-use market potential at \$1.8 to \$2.0 billion, based on our analysis of the Massachusetts market relative to Colorado, which is generally accepted as the most established, regulated adult-use market in the United States. Colorado sales per resident were \$269 in 2017 and grew slightly to \$272 in 2018, indicating the signs of a maturing market. Projecting that per capita number onto the Massachusetts' 6.9 million population yields a \$1.875B market. Furthermore, considering Massachusetts' 8.45% higher income, the state's market potential exceeds \$2.0 billion.

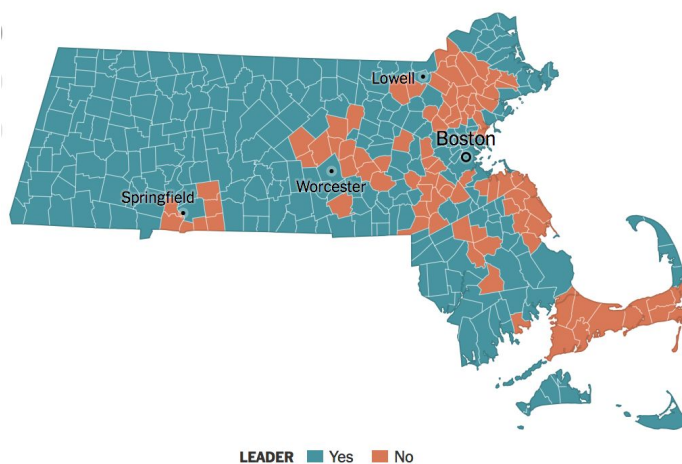
Massachusetts Sales Projections

This chart shows the progression of cannabis sales in Colorado. As you can see, Colorado reached a plateau within four years. And we anticipate Massachusetts will follow a similar trajectory. Thus, sales will likely plateau in 2023.



Dracut Market

Of the 16,153 Dracut constituents that voted on Question #4, 8,313, or 51%, voted in favor of recreational adult use cannabis. In addition to supplying the local population, we anticipate that our shop will experience a high volume of visiting customers coming from the north and the east. As the map to the right details, the majority of the surrounding towns to Dracut's east voted 'No' on Question #4 and Southern New Hampshire, where recreational adult use cannabis remains illegal, is our immediate abutter to the north.



Furthermore, there are currently only two other licensed retail shops within a 20 mile range of our location, one is located in Lowell which is a 12 minute drive (3 miles) and the other is located in Ayer which is a 33 minute drive (21 miles). We anticipate serving the market of Lowell residents who reside closer to the Dracut boarder as well as the population east of Westford along Route 3.

Competition

As of today, there are 22 licensed adult use cannabis retail shops operating in Massachusetts. Though, we feel that our decades of experience as business owners, in a variety of different fields (ie. dentistry, restaurant, car wash, autobody and vape), gives us a competitive advantage. We believe that diversity is the cornerstone of success and we believe that our unique backgrounds will encourage creativity and drive innovation. See below for the names and locations of our current competitors:

Alternative Therapies Group	50 Grove Street, Salem, MA 01970
Berkshire Roots	501 Dalton Avenue, Pittsfield, MA 01201
Canna Provisions, Inc.	220 Housatonic Street, Lee, MA 01238
Caroline's Cannabis	640 Douglas Street, Uxbridge, MA 01569
Cultivate Holdings	1764 Main Street, Leicester, MA 01524
Garden Remedies	697 Washington St, Newton, MA 02458
Garden Remedies	416 Boston Post Road E, Marlborough, MA 01752
Good Chemistry	9 Harrison Street, Worcester, MA 01604

I.N.S.A.	122 Pleasant Street, Easthampton, MA 01027
Mass Alternative Care, Inc.	1247 E Main St., Chicopee, MA 01020
New England Treatment Access	118 Conz Street,Northampton MA 01060
New England Treatment Access	160 Washington Street, Brookline, MA 02445
Northeast Alternatives, Inc.	999 William Canning Boulevard, Fall River, MA 02721
Patriot Care	70 Industrial Avenue East, Lowell, MA 01852
Patriot Care	7 Legion Avenue, Greenfield, MA 01301
Pharmacannis Massachusetts d/b/a Verilife	112 Main Street, Wareham, MA 02571
RISE Holdings, Inc.	169 Meadow Street, Amherst, MA 01002
Sanctuary Medicinals	16 Pearson Boulevard, Gardner, MA 01440
Silver Therapeutics	238 Main Street, Williamstown, MA 01267
Temescal Wellness	252 Coolidge Street, Hudson, MA 01749

Temescal Wellness	10 Callahan Drive, Pittsfield, MA 01201
Theory Wellness	394 Stockbridge Road, Great Barrington, MA 01230

Products & Services

Product Line

All of the products we sell will be purchased from established licensed cultivators, manufacturers and local craft producers. All products will be fully tested by licensed testing labs in accordance with state regulations. We have established relationships with two cultivators whom we plan to purchase our supply from. Though, we intend to work with cultivators and manufacturers in Dracut as the market grows. We recognize the importance of benefiting the host community and we intend to work with local vendors to keep money in the community wherever and whenever possible. Our shop will provide the following products:

- Flower
- Pre-rolled joints
- Extracts
- Edibles
- Vape Cartridges (CBD and THC)
- Topicals
- Accessories (grinders, pipes, books)
- Other

Product Quality and Testing

We will request appropriate documentation to confirm all products were properly tested, unless the product labeling is sufficient for this purpose. We will only sell products that have passed purity standards, pursuant to *935 CMR 500.160 Testing of Marijuana and Marijuana Products*.

All cannabis in Massachusetts is tracked in the state's seed-to-sale software system provided by METRC®. BKPN intends to use the METRC® point of sale (POS) system. Any product not to standard will be removed from sales, put in a locked container, the supplier and CCC will be notified, and the defective product will be returned to the supplier for proper destruction.

Required Product Labeling

All BKPN employees will be trained to understand *935 CMR 500.150: Edible Marijuana Products* and will be trained to identify any products that violate these regulations. Our employees will be required to understand 500.150(3) *Additional Labeling and Packaging Requirements for Edible marijuana products*. Our staff will be trained to assure every container holding a cannabis product is properly labeled, contains a warning label and discloses the total THC content. BKPN believes it is our responsibility to inspect and identify all products to ensure the safety of our patrons.

Retail Shop Overview

BKPN will prioritize the customer experience to ensure all patrons are satisfied! Our staff will help customers choose products appropriately and understand how to use them correctly. We seek to be trusted by customers and known within the community as a business that provides accurate product awareness and knowledge.

The store will be designed in compliance with 935 CMR 500.110(1)(l), as to ensure all products are kept out of sight and are not visible from a public place. Customers will enter through a door and be greeted by a security guard who will check ID's to verify all customers are 21 year of age or older. Upon entering the store, customers will join a line and will be required to wait until they are addressed by a staff member. Once addressed, customers will approach a glass display case which will contain all of the products that are for sale.. Once the customer has decided which products they would like to purchase, a staff member will retrieve those products, bag them and proceed to checkout.

Marketing Strategy

BKPN is dedicated to respecting and adhering to the rules and regulations that govern the marketing techniques of cannabis products. Our plan is to promote our product through authorized digital, media and print platforms. BKPN will NOT market, advertise or brand:

- in any manner that is deemed deceptive or misleading
- to audiences under the age of 21 years old
- in any way that appeals to an audience under the age of 21 years old via promotional giveaways or coupons
- by any unsolicited means
- by any portable means including vehicles, clothing or merchandise

Our marketing and advertising campaign include:

- Developing close personal relationships with cultivators and manufacturers and through direct, personal communication
- Creating an email list and developing a web presence
- Attending cannabis/hemp/wellness related conventions/events
- Advertising via print publications, including:
 - 420 Magazine
 - Dope
- Advertising via digital/mobile platforms, including:
 - Weedmaps.com
 - Leafly.com
 - Stickyguide.com

Security Plan

BKPN will install a security system including alarms and surveillance that fully comply with the guidelines stated in 935 CMR 500.110 and all other rules and regulations governing the security measures of retail shops. It is of the utmost importance to BKPN that the premises, our employees, consumers and the general public are protected and safe while in and around our facility.

Surveillance/ Alarm shall include:

- The outside perimeter shall be sufficiently lit to facilitate surveillance
- Commercial grade security equipment will be installed to alarm the perimeter, including all entry and exit points and windows.
- Video Cameras shall be installed in all points of entry and exit and in parking lot
- A silent duress alarm shall be installed to notify local law enforcement in an emergency
- Video cameras to run for 24 hours and shall provide date and time stamps
- Video camera shall be installed in all areas that may contain cannabis product

Access:

- BKPN will adopt procedures to prevent loitering to ensure that no unauthorized individuals access the facility
- All customers will be greeted by a security guard and will be required to show proper identification
- All entrances will be secured to ensure no unauthorized personnel access the facility
- Limited access areas will be designated and labeled as such
- All cannabis products will be secured and locked away to prevent diversion, theft or loss
- Keys and access codes will be accessible to specifically authorized personnel only
- All cannabis products will be kept out of plain sight from the general public
- All employees will wear visible ID badges
- All guest will wear visibly Guest ID Badges

Staff:

- Safety protocol and drills will be implemented and practices in the event of emergency, diversion or theft.
- Staff will undergo regular and updated training and safety awareness

STAFFING & TRAINING

We will recruit staff from the local Dracut community. Preference will be given to Veterans and individuals with knowledge and/or experience in the therapeutic use of cannabis. It is of utmost importance to BKPN that we hire a staff that is diverse in age, gender, and race and represents the communities and customers whom we serve.

The store will be staffed with a manager, assistant manager, senior associates trained and trusted to open or close the store, and 10 to 12 budtenders (customer service representatives). We expect to hire 2-3 receptionist.

Staff will be trained in the following topics (including, but not limited to):

- Understanding products
- Understanding flower strains
- Cooking with cannabis oils
- Proper storage of cannabis product – both consumer and in store

- Procedure for storing and disposing of bad product
- Handling age confirmations, fake IDs, and IDs of another person
- Common mistakes made in ID and age verification
- Managing belligerent customers
- Responding to a medical emergency
- General security
- Preventing diversion (theft)
- Proper record keeping
- Responding to a robbery

Financial Summary

BKPN is a privately funded business venture with an initial operating budget of \$1,600,000.00.

Projected Capital Expenses

Retail Fixtures	\$30,000.00
Security and Photometric Plan	\$35,000.00
Basic cosmetic upgrades and retrofit	\$12,000.00
Ancillary Professional Services (architect, engineer, attorney, etc.)	\$70,000.00
Start-up capital	\$200,000.00
Contingencies	\$100,000.00
Working capital required prior to opening (rent and licensing fees)	\$30,000.00
Total	\$477,000.00

Community Impact Initiative

Community Outreach

BKPN plans to offer a variety of free educational workshops ranging from pain management to cooking classes. We are committed to giving back to the community and getting to know the people we serve!

Opioid Crisis Prevention

BKPN is dedicated to helping fight our communities opioid crisis. We plan to work closely with law enforcement agency to educate and assist our community in any way that we can. Research indicates that cannabis (particularly, CBD) has benefits in assisting addiction and we plan to utilize its benefits to create a safer, opioid-free community.

Youth-Use Prevention

BKPN will adhere strictly to the rules restricting use to only those over the age of 21. We plan to assist the community in educating Dracut's youth in regards to public health and drug abuse prevention.

BKPN LLC

Personnel Policies

BKPN LLC (“BKPN”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. BKPN shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), BKPN is providing these personnel policies, including background check policies, for its adult-use Marijuana Establishment that will be located in the Town of Dracut, MA. In the spirit of full disclosure, BKPN also intends to colocate cultivation and manufacturing establishments at the same 103 Pleasant Street, Dracut, MA 01826 location and we shall update our personnel policies accordingly upon submission of those two applications.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that BKPN determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. BKPN strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, BKPN has and follows a set of detailed written operating procedures for each location. BKPN has developed and will follow a set of such operating procedures for each facility. BKPN’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) 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;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which

shall be reported to the Commission; or

3. 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.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website. (n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. 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;

2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of BKPN's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily.

BKPN shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of BKPN will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by BKPN and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, BKPN's personnel records will be available for inspection by the Commission, upon request. BKPN's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

(d) The following BKPN personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

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

a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);

b. documentation of verification of references;

c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed including the name and title of presenters;

- received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 4. Personnel policies and procedures; and
 5. All background check reports obtained in accordance with 935 CMR 500.030.
- (g) Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. BKPN understands that in the event that BKPN were to close, all records will be kept for at least two years at the expense of BKPN.

BKPN LLC

Qualifications and Training

BKPN LLC (“BKPN”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all retail marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New retail marijuana establishment agents will receive employee orientation prior to beginning work with BKPN. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of BKPN that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. BKPN shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of BKPN’s employees will be registered as retail marijuana establishment agents, in accordance with 935 CMR 500.030. All BKPN employees will be duly registered as retail marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of BKPN shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in retail marijuana establishment agents’ files. BKPN shall retain all training records for at least one year after a retail marijuana establishment agents’ termination. Retail marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

BKPN LLC

Procedures for Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, BKPN LLC (“BKPN”) will not sell or market any marijuana product that is not capable of being tested by licensed Independent Testing Laboratories. BKPN shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by BKPN for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to BKPN by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). BKPN shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

BKPN’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), BKPN shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. BKPN will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. BKPN storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The BKPN storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by BKPN for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

BKPN LLC

Record Keeping Procedures

BKPN LLC's ("BKPN") records shall be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). BKPN shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with BKPN, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at BKPN's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

BKPN, LLC
Restricting Access to Age 21 or Older

As an adult-use retail location, and pursuant to 935 CMR 500.140(2), upon entry into the premise of BKPN LLC (BKPN) by an individual, a BKPN agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification, which shall be a currently valid government-issued driver's license or identification card.

BKPN LLC
Maintaining of Financial Records

BKPN LLC's ("BKPN") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, BKPN will implement the following policies for Recording Sales:

- (a) BKPN will utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
- (b) BKPN may also utilize a sales recording module approved by the DOR.
- (c) BKPN will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) BKPN 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. BKPN will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If BKPN 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:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) BKPN will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) BKPN will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) BKPN will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of BKPN, all records will be kept for at least two years, at BKPN's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). BKPN shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

BKPN LLC

Diversity Plan

BKPN LLC ("BKPN" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make BKPN a leader and champion of diversity, both in the Town of Dracut and throughout the broader Massachusetts cannabis industry.

BKPN's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 10% of our staffing needs from people from diverse backgrounds.

Programs to Achieve Diversity Goal One:

- Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of BKPN corporate hierarchy and across all departments. Membership on the CDI shall be determined by seniority of the employee and the composition of the CDI shall be comprised of at least 33% people of diverse backgrounds, which shall include minorities, women, veterans, people with disabilities, and members of the LGBTQ community.
- Designate an Equal Employment Opportunity manager ("EEO Manager") tasked with ensuring that EEO and Affirmative Action policies are properly implemented.
- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out diverse candidates, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.
- Perform intercultural competency assessments of key staff and management to identify areas where additional training may be warranted.

Measurements:

- Qualitative Metrics: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of BKPN's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be

BKPN LLC
Diversity Plan

compared to prior years' results to allow BKPN to adjust our programs in the event that our goals are not being achieved.

- Quantitative Metrics: We will strive to achieve at least 10% of our staffing needs from people from diverse backgrounds, specifically 5% Women and 5% Minorities. The personnel files shall be evaluated on semi-annual basis to determine how many employees from diverse backgrounds occupy positions within the company and that number shall be divided by BKPN's total staffing at its Dracut facility to determine the percentage achieved.

Goal Two: Enhance workforce diversity by contracting with diverse businesses.

Diversity in Contracting

BKPN will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a Minority Business Enterprise, a Women Business Enterprise, a Veteran Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran-Owned Business Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Measurements:

- Qualitative Metrics: We will seek to have diversity across demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity ("DBE") category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships: i.e. we don't want our contractors to all fall within the same category of DBE and instead will seek to find companies from businesses owned by minorities; women; veterans; people with disabilities; and people of all gender identities and sexual orientations.
- Quantitative Metrics: BKPN's goal shall be that a minimum of 10% of its contractual expenditures will be through contractual agreements with DBE's. We will maintain a database of all cannabis establishment wholesale customers and all ancillary service providers by which to judge our progress toward this contracting goal.

This Diversity Plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Any actions taken, or programs instituted, by this Diversity Plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.