Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285477

Original Issued Date: 06/04/2026

Issued Date: 06/04/2026

Expiration Date: 06/04/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Great Northern Wellness, LLC

Phone Number: 413-344-4022 **Email Address:** frobisherbay1@gmail.com

Business Address 1: 180 Elm Street **Business Address 2:** Unit E

Business City: Pittsfield **Business State:** MA **Business Zip Code:** 01201

Mailing Address 1: 180 Elm Street **Mailing Address 2:** Unit E

Mailing City: Pittsfield **Mailing State:** MA **Mailing Zip Code:** 01201

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: 100 **Percentage Of Control:** 100

Role: Owner / Partner **Other Role:**

First Name: James **Last Name:** Bronson **Suffix:**

Gender: Decline to Answer **User Defined Gender:**

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Frobisher Bay Holdings, LLC **Entity DBA:** Pittsfield Canna Supply/Your CBD Store

Email: frobisherbay1@gmail.com **Phone:** 413-344-4022

Address 1: 180 Elm Street **Address 2:** Unit E

City: Pittsfield **State:** MA **Zip Code:** 01201

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $2897.26 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 180 Elm Street

Establishment Address 2: Unit E

Establishment City: Pittsfield **Establishment Zip Code:** 01201

Approximate square footage of the establishment: 1800 **How many abutters does this property have?:** 67

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	GNW COM Attestation Executed.pdf	pdf	690e9ec5af1485a6ac550c87	11/07/2025
Community Outreach Meeting Documentation	Pittsfield Municipal Email Sharing Recording.pdf	pdf	690e9fcfaf1485a6ac550cf1	11/07/2025
Executed HCA	Great Northern Wellness - 180 Elm St - HCA_Signed.pdf	pdf	692717fb78e4c85baa003bc8	11/26/2025
Community Outreach Meeting Documentation	GNW Clerk's Notice.pdf	pdf	6949d82aec39420b54cca9e0	12/22/2025
Community Outreach Meeting Documentation	J. McMahon Mail - Request for an adult-use retail HCA-merged.pdf	pdf	6949d897ec39420b54ccaa0c	12/22/2025

Community Outreach Meeting Documentation	J. McMahon Mail - Great Northern Wellness, LLC MRN285477.pdf	pdf	6949d9562ceff0deae5df674	12/22/2025
Community Outreach Meeting Documentation	J. McMahon Mail - Notes_ â Great Northern Wellness Community Outreach Meetingâ Nov 7, 2025.pdf	pdf	6949d959ec39420b54ccaa88	12/22/2025
Plan to Remain Compliant with Local Zoning	GNW Zoning Compliance Plan 2.0.pdf	pdf	6949da012ceff0deae5df771	12/22/2025
Plan to Remain Compliant with Local Zoning	GNW Zoning Compliance Plan Discrepancy Statement.pdf	pdf	6949da572ceff0deae5df791	12/22/2025

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	GNW PIP 2025.pdf	pdf	68d5da12366765b777b1ba7b	09/25/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: James **Last Name:** Bronson **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Frobisher Bay Holdings Inc **Entity DBA:** Pittsfield Canna Supply/Your CBD Store

Entity Description: Investment vehicle

Phone: 413-344-4022 **Email:** frobisherbay1@gmail.com

Primary Business Address 1: 12 Giovina Drive **Primary Business Address 2:**

Primary Business City: Pittsfield **Primary Business State:** MA **Principal Business Zip Code:** 01201

Additional Information: CBD business owned by Jim Bronson, dispensary will be replacing CBD store

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GNW Articles.pdf	pdf	68d5dcec366765b777b1bd81	09/25/2025
Bylaws	Free Basic Operating Agreement - LLC Single Member -- Great Northern Wellness LLC.pdf	pdf	68d5dcf65c55e822b032f8f9	09/25/2025

DUA attestation if no employees	GNW DUA.pdf	pdf	68d5dd0a5c55e822b032f90d	09/25/2025
Department of Revenue - Certificate of Good standing	Mass Tax Good Standing.pdf	pdf	68e68e415c55e822b040b7cf	10/08/2025
Secretary of Commonwealth - Certificate of Good Standing	SecState Good Standing.pdf	pdf	68e68e595c55e822b040b7ef	10/08/2025

No documents uploaded

Massachusetts Business Identification Number: 001916956

Doing-Business-As Name:

DBA Registration City: Pittsfield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	GNW Timeline.pdf	pdf	68d5de25366765b777b1bf49	09/25/2025
Operating Agreement or Articles of Incorporation	Free Basic Operating Agreement - LLC Single Member -- Great Northern Wellness LLC.pdf	pdf	68d5de32366765b777b1bf63	09/25/2025
Capitalization Table	Cap Table.pdf	pdf	68d5de35366765b777b1bf77	09/25/2025
Operating Agreement or Articles of Incorporation	GNW Articles.pdf	pdf	68d5de3d366765b777b1bf93	09/25/2025
Business Plan	GNW 3 year Business Plan Outline.pdf	pdf	68d5deba5c55e822b032fb9f	09/25/2025
Plan for Liability Insurance	GNW Insurance Plan 2.0.pdf	pdf	6949dc5b2ceff0deae5df885	12/22/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	GNW Plan to Obtain Marijuana.pdf	pdf	68d6a3665c55e822b0334adf	09/26/2025
Separating recreational from medical operations, if applicable	GNW Plan to Separate Rec and Med.pdf	pdf	68d6a3a85c55e822b0334af9	09/26/2025
Restricting Access to age 21 and older	GNW Policy for Limiting Access to Age 21 and Older.pdf	pdf	68d6a4075c55e822b0334b3e	09/26/2025
Security plan	GNW Security Plan.pdf	pdf	68d6a4d25c55e822b0334dae	09/26/2025
Prevention of diversion	GNW Prevention of Diversion SOP.pdf	pdf	68d6a520366765b777b212fb	09/26/2025
Transportation of marijuana	GNW Transportation.pdf	pdf	68d6a7a3366765b777b217be	09/26/2025
Inventory procedures	GNW Inventory and Tracking SOP.pdf	pdf	68d6a870366765b777b21974	09/26/2025
Quality control and testing	GNW QA+QC SOP.pdf	pdf	68d6a88c366765b777b21a0d	09/26/2025
Dispensing procedures	GNW Dispensing Procedures.pdf	pdf	68d6a8d8366765b777b21ab6	09/26/2025
Personnel policies including background checks	GNW Personnel Policies including Background Checks.pdf	pdf	68d6a92c366765b777b21b0e	09/26/2025
Record Keeping procedures	GNW Record Keeping Procedure.pdf	pdf	68d6a96e5c55e822b0335518	09/26/2025

Maintaining of financial records	GNW Financial Records.pdf	pdf	68d6a9a6366765b777b21bd3	09/26/2025
Qualifications and training	GNW Training SOP.pdf	pdf	68d6aa5b366765b777b21d04	09/26/2025
Energy Compliance Plan	GNW Energy Compliance SOP.pdf	pdf	68d6aacd5c55e822b033585b	09/26/2025
Storage of marijuana	GNW Marijuana Product Storage and Waste Disposal of Marijuana SOP 2.0.pdf	pdf	6949dcce2ceff0deae5df8d2	12/22/2025
Diversity plan	GNW Diversity Plan 2.0.pdf	pdf	6949dee3ec39420b54ccac79	12/22/2025

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 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:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Sunday From: 10:00 AM **Sunday To:** 8:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 11/7/25

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 10/24/25

    b. Name of publication: Berkshire Eagle

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

    a. Date notice filed: 10/23/25

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

    a. Date notice(s) mailed: 10/23/25

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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

Name of applicant:

Great Northern Wellness, LLC

Name of applicant's authorized representative:

James McMahon, Moderator

Signature of applicant's authorized representative:

James McMahon

Attachment A

Station

FROM PAGE 1

Burch said there is a long distance between the water heater and the water fixtures, and that the town should have had a recirculation line installed previously. The line allows the hot water to flow to the other part of the building.

"We're doing what we can," he said. "There's a lot happening down here in this basement, and we're trying to put Band-Aids on what we can."

At the Public Safety Facility Advisory Committee meeting on Sept. 25, interim Town Manager Henry H. "Terry" Williams III said when he has used the library bathroom, he's waited five to 10 minutes for the water to warm up.

Strout said she tested the water in one of the bathrooms in the station the next day and said it took four and a half minutes.

"Who has that kind of time?" she said. "Do you really want to do that to our plumbing? I don't know how long it's been like that."

Williams said the town is trying to address these concerns and is taking them seriously.

On Tuesday, an Eagle reporter and Strout tested the water in the bathrooms of the police station. The first bathroom sink took three minutes and 35 seconds to heat up to a temperature that Strout deemed "good enough to wash hands."

In the other bathroom, along with the kitchen sink, it took roughly 20 seconds to heat up, which Strout said happens when the water has been run enough times during the day. The same was true in the Town Hall office bathroom, as the water got warm within 20 seconds when the reporter tested it.

Strout is no stranger to poor building conditions. The police station uses space heaters during the winter because it has no heat, and Strout wears a jacket in her office to stay warm.

The station also lacks accessibility for all residents, with a ramp to the building that is not always functional and stairs inside the building that are not safe for residents with disabilities.

The cells also lack plumbing, so if a person in custody needs to use the restroom, they have to be brought up the stairs by an officer. The station is past repair, with Strout highlighting that the only solution is a new facility.

A recent report by Eco-Genesis Corp. confirmed the presence of mold in the station. Burch said that some of the samples indicated a small amount of a few different mold varieties, but they were below the threshold of what they considered to be problematic.

The bigger concern is the higher carbon dioxide levels that are evident in the dispatch area, Burch said, adding that he is looking at options to address it.

The Public Safety Facility Advisory Committee's efforts to find a new station have hit roadblocks as the latest parcel under consideration was found to not be suitable. That site was on the High Street side of a larger parcel behind the Senior Center.

So instead, Brian Humes, an architect for Jacunski Humes Architects LLC, has been tasked with creating renderings for the project on a "fictitious" site that resembles an adjacent parcel on the First Street side.

Dylan Thompson can be reached at dthompson@berkshireeagle.com or 413-496-6105.

BERKSHIRE COUNTY TRICK-OR-TREAT HOURS

The following towns have announced their trick-or-treat hours and/or related events.

Trick-or-treat hours are for Oct. 31 unless otherwise noted. Homes wishing to participate should turn on their outside lights.

Adams: 5:30 to 7:30 p.m.; Adams Lions Club's children's Halloween parade at 3 p.m. Sunday, from the Adams Community Bank parking lot proceeding to Park and East Maple streets, ending at the Adams Visitors Center for hot dogs and candy for marchers. Parade lineup at 2:30 p.m. in the bank parking lot.

Alford: No hours

Becket: 5 to 7 p.m.

Cheshire: 5:30 to 7 p.m.

Clarksburg: 5:30 to 7:30 p.m.

Dalton: 5:30 to 7 p.m.

Egremont: 6 to 8 p.m.; Cider and donuts available from 6 to 8 p.m. at the North Egremont Fire Station.

Florida: 5 to 7:30 p.m.; haunted hayride at 6 p.m. Saturday at Chilson's Pond, 80 Tilda Hill Road, $10 per person, ages 5 and under free. Free hot cider, cocoa and popcorn. Raffle baskets, hot dogs and baked goods for sale, proceeds benefit Florida Volunteer Fire Department.

Great Barrington: 5:30 to 7:30 p.m.

Hancock: 5 to 7 p.m.; trunk or treat from 4:30 to 6 p.m. Saturday at Hancock School, set up at 4 p.m.

Hinsdale: 5:30 to 7:30 p.m.; trunk or treat from 1 to 2:30 p.m. Sunday at Kittredge Elementary School parking lot, or Hinsdale Fire Station in the event of rain. Call Kathy Cormier at 413-655-2722 to participate or donate goods.

Lanesborough: 5 to 7 p.m.

Lee: 5 to 7 p.m.

Lenox: Trunk or treat from 5:30 to 7 p.m. today at Lenox Community Center. Monster Mash dance party & costume contest at 5:30 p.m. Downtown trick or treat from 5:30 to 7 p.m. Participating businesses will have pumpkin in window.

Lenox Dale: Parade at 6:45 p.m. Saturday from St. Vincent de Paul Church to Fire Station for refreshments and costume contest. Line up at church at 6:30 p.m.

Monterey: 5 to 7 p.m. at Monterey Community Center, Library with Bowie the Clown from 4:30 to 6 p.m., Town Hall, and Firehouse.

Mount Washington: No hours

New Ashford: 5 to 7 p.m.

New Marlborough: 5 to 7:30 p.m.

North Adams: 5:30 to 7 p.m.; Downtown trick or treat, 4:30 to 6 p.m. today. Participating businesses will display ghosts in windows; Haunted House, 6 to 10 p.m. today, Mohawk Theater, 111 Main St.

Otis: No trick-or-treat hours; trunk or treat and haunted house, 5 to 7 p.m. Nov. 1 at Otis Ridge, 159 Monterey Road. Trunk sign-ups required to decorate your car and hand out goodies. To register, email townofotisrec@gmail.com.

Peru: No hours

Pittsfield: 5:30 to 7 p.m.; Halloween parade at 7 p.m. today on Tyler Street.

Richmond: 5:30 to 7 p.m. trunk or treat and spooky walk, 6 to 7 p.m. today Richmond Consolidated School. To participate with a trunk, email Richmondconsolidatedschoolpta@gmail.com.

Sandisfield: 5 to 7 p.m.; Trick or treating and activities from 5 to 7 p.m. at Town Hall, costume contest at 6:30 p.m. To participate at Town Hall, contact Laurie at 413-258-4711, Ext. 3.

Savoy: No info

Sheffield: 5 to 7 p.m.; trunk or treat from 5 to 7 p.m. Nov. 1, Town Hall parking lot. Reserve a spot by Oct. 24 by emailing UMEPTO1@gmail.com. Treat donations accepted at the Police Department.

Stockbridge: 5 to 7 p.m.; trunk or treat from 4:30 to 5:30 p.m. today at Heaton Court followed by Halloween parade lineup at 6 p.m. at Main and Pine streets proceeding to the Stockbridge Library for Pumpkin Walk-About from 6 to 7:30 p.m., stories at 6:30 p.m., Halloween crafts, petting pen and fire truck.

Tyringham: Trick-or-treat hayride on Saturday leaves Tyringham Pavilion at 2 p.m. sharp. Meet at 1:45 p.m. Pizza and desserts to follow.

Washington: Pumpkin Walk from 6 to 8:30 p.m. today at Town Park with trick or treating and fall fun; costumes encouraged.

West Stockbridge: 4:30 to 6:30 p.m.; Free Halloween pizza party, 6:30 to 7:30 p.m. at Town Hall Pavilion, costume contest at 7 p.m.

Williamstown: 5:30 to 7:30 p.m.; Trick or treat at businesses and shops in downtown Williamstown from 4 to 5 p.m.

Windsor: Trunk or treat from 2 to 4 p.m. Saturday at Town Park.

Berkshire County Classifieds



To advertise call 413-496-6365 or email classifieds@newenglandnewspapers.com

The Berkshire Eagle

Public Notices

CITY OF NORTH ADAMS, MASSACHUSETTS
Planning Board
LEGAL NOTICE
November 10th, 2025

In conformance with the Zoning Ordinances of the City of North Adams requirements of Massachusetts General Laws, Chapter 40A, the North Adams Planning Board will hold a public hearing on Monday, November 10, 2025, at 6:00 p.m. in person located in City Council Chambers and via recorded teleconference at: https://us02web.zoom.us/j/82100720780?pwd=Z3hySGNZajN6R0l1U2hMcWtFTjZMdz09,
or dial (929) 205-6099, webinar ID: 821 0072 0780; Passcode: 01247. Additional call-in numbers can be found at https://www.northadams-ma.gov/calendar.php.

· **Case No: SPA2025- 22 Application of the City of North Adams Public Schools for property located at 100 Phelps Avenue. Site plan approval is requested for new construction of a school in an R-4 Zone.**
· **Case No: SPA2025- 23 Application of the Massachusetts College of Liberal Arts for property located at 277 Ashland Street. Site plan approval is requested for new construction of a campus public safety building in a B1 Zone.**
· **Case No: SPA2025- 21 Application of North Adams PV LLC for property located at Christopher Columbus Drive in North Adams.** A special permit is requested for a Solar Energy Facility in an I-1 Zone.

The applications and plans for the above-mentioned cases are available for inspection in the Office of Community Development between 8:00 a.m. and 4:30 p.m. Monday through Thursday and 8:00 a.m. and 1:00 p.m. Friday by appointment.

Brian Miksic, Chairman
North Adams Planning Board

Ad# 97984
10/24/2025,10/31/2025

Commonwealth of Massachusetts
County of Berkshire
The Superior Court

ROBERT RUMOVICZ AND ROBIN GUNDLACH, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF BARBARA E. SHULTIS,

v.

ETTA SHULTIS, GREGORY SHULTIS, MICHELE MAJERCSIK, PETER SHULTIS, JUSTINE LAVALLEY, JOHN and JANE DOE as HEIRS, DEVISEES, REPRESENTATIVES, AND/OR ASSIGNS OF BRIAN A. SHULTIS, and SUCH OTHER PERSONS, IF ANY, UNASCERTAINED, NOT IN BEING, UNKNOWN, WITHIN OR WITHOUT THE COMMONWEALTH OR WHO CANNOT BE SERVED WITH PROCESS, THEIR HEIRS OR LEGAL REPRESENTATIVES OR SUCH PERSONS AS SHALL BECOME THEIR HEIRS, DEVISEES, REPRESENTATIVES, AND/OR ASSIGNS,

Docket No. 2576CV00163

To:

The heirs, devisees, representatives, and/or assigns of one **Brian A. Shultis**, late of Erie, New York, including Etta Shultis, Gregory Shultis, Michelle Majerskie, Peter Shultis, Justine Shultis, John and Jane Doe, as Heirs, Devisees, Representatives, and/or Assigns of Brian A. Shultis, and Such Other Persons, if any, unascertained, not in being, unknown, within or without the Commonwealth or who cannot be served with process, their heirs or legal representatives or such persons as shall become their heirs, devisees, representatives, and/or assigns,

WHEREAS, the Plaintiffs have filed a civil action against you, entitled as above, wherein the Plaintiffs seek, among other things, a declaration against the Defendants or their heirs, devisees, representatives, and/or assigns, that the Plaintiffs hold title in fee simple or, in the alternative, have acquired title in fee by virtue of the doctrine of ouster/adverse possession, and that the Defendants or their heirs, devisees, representatives, and/or assigns, be forever restrained and foreclosed from making any claim of title, with regard to certain premises located at 100 Hillsdale Road in Egremont, Berkshire County, Massachusetts described in that certain deed of Andrew J. Baldwin, Jr., as Ancillary Administrator of the Estate of Evelyn J. Shultis to Owen D. Shultis, dated February 27, 1998 and recorded in the Berkshire Southern District Registry of Deeds in Book 1058, Page 175 on April 6, 1998, and

WHEREAS, the Berkshire Superior Court has ordered that service of process on you may be made by publication,

TAKE NOTICE, in order to preserve your rights, you or your attorney should file an answer in said Court at Pittsfield, in said County of Berkshire, on or before the 20th day after this date of publication, which day is the return day of this subpoena, or judgment by default may enter against you.

Witness, Callahan, J. of the Berkshire Superior Court, this 8th day of October, 2025.

Attorney for the Plaintiffs:

Alexandra H. Glover
Lazan Glover & Puciloski, LLP
785 Main Street
Great Barrington, MA 01230
(413) 644-0200
glover@lazanlaw.com

Ad# 98050
10/17/2025,10/24/2025

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE
By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Samuel Cudjoe to Mortgage Electronic Registration Systems, Inc., as nominee for Academy Mortgage Corporation, dated August 10, 2021 and recorded with the Berkshire County (Middle District) Registry of Deeds at Book 6983, Page 222, subsequently assigned to M&T BANK by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR ACADEMY MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS by assignment recorded in said Berkshire County (Middle District) Registry of Deeds at Book 7550, Page 214 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 2:00 PM on October 31, 2025 at 43 State Street, Pittsfield, MA, all and singular the premises described in said Mortgage, to wit:

Being Lot Number Twenty-Eight (28) as shown and designated on Plan of Building Lots PBL Laid out By William L. Goetz, A.J. Kohlhofer, Engineer, dated November, 1929, and which plan is on file with the BMDRD at Pittsfield Massachusetts in Drawer #111, High Desk, and to which plan and record thereof reference is to be had for a more partly described.

According to said plan said Lot 28 is situated on the Northerly side of Schuyler Street and is bounded on the West by State Street, 54.50 feet; Northerly by Lot 27 110 feet; Southerly by Schuyler Street 110 feet; and Easterly by Lot 9 54.50 feet.

Being all and the same premises conveyed to the Mortgagor herein by Deed of Elizabeth Gingras, Personal Representative of the Estate of Alfred A. Ricci recorded August 10, 2021 in the Berkshire Middle District Registry of Deeds in Book 6983, Page 219.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE: A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms, if any, to be announced at the sale.

M&T Bank

Present Holder of said Mortgage,
By Its Attorneys,
ORLANS LAW GROUP PLLC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
25-004087

Ad# 96884
10/10/2025,10/17/2025
10/24/2025

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment to be operated by Great Northern Wellness, LLC is scheduled for 11/7/25 at 8:00 PM, to be held virtually at: https://meet.google.com/pvt-mvpf-efc or dial: (530)-882-2453 PIN: 598 756 462# The meeting will be recorded and closed captioned, and meeting materials are available for review at: https://shorturl.at/fPssC
The proposed Adult-Use (Recreational) Retail Marijuana Establishment) is anticipated to be located at 180 Elm Street E, Pittsfield, MA. There will be an opportunity for the public to ask questions in the virtual meeting, and via email at GNWPittsfield@gmail.com before and after the meeting.

Ad# 98162
10/24/2025

Planning Board
Public Hearing Notice
Date: Tuesday, November 4, 2025
Time: 5:00PM
Location: Town of Cheshire Community House — Town Offices — Meeting Room
Address: 191 Church Street Cheshire, MA
The Town of Cheshire Planning Board will hold a public hearing beginning no earlier than 5:00PM on Tuesday November 4, 2025, at the Community House Meeting Room located at 191 Church Street, Cheshire, MA 01225 to act on a Special Permit Application (SPA) for 104-118 South Street, Parcel ID No. 107-033, submitted by Jaydip Patel, Cheshire Liquor Center, to install a 2' x 16' LED sign.
Any member of the public is invited to attend and provide comments to the Planning Board. Written comments may also be submitted to the Planning Board prior to the hearing by mailing them to the Planning Board, Town of Cheshire, 191 Church Street, Cheshire, MA 01225 or by emailing them to the Executive Assistant, Mia Francesconi, at executiveassistant@cheshire-ma.gov.
Documents and plans related to this application can be viewed in the Executive Assistant's office located at the Community House, 191 Church Street, Cheshire, MA 01225, during office hours.

Ad# 97983
10/17/2025,10/24/2025

Planning Board
Public Hearing Notice
Date: Tuesday, November 4, 2025
Time: 5:00PM
Location: Town of Cheshire Community House — Town Offices — Meeting Room
Address: 191 Church Street Cheshire, MA 01225
The Town of Cheshire Planning Board will hold a public hearing beginning no earlier than 5:00PM on Tuesday November 4, 2025, at the Community House Meeting Room located at 191 Church Street, Cheshire, MA 01225 to act on a Special Permit Application (SPA) for 116 Church Street, Parcel ID No. 109-078, submitted by Jason Levesque of Stafford Hill Armory LLC, for the operation of a retail business, Stafford Hill Armory LLC, a federally licensed firearms and ammunition dealer also retailing other outdoor sporting goods items, in the Business (B) Zoning District.
Any member of the public is invited to attend and provide comments to the Planning Board. Written comments may also be submitted to the Planning Board prior to the hearing by mailing them to the Planning Board, Town of Cheshire, 191 Church Street, Cheshire, MA 01225 or by emailing them to the Executive Assistant, Mia Francesconi, at executiveassistant@cheshire-ma.gov.
Documents and plans related to this application can be viewed in the Executive Assistant's office located at the Community House, 191 Church Street, Cheshire, MA 01225, during office hours.

Ad# 97889
10/17/2025,10/24/2025

PUBLIC NOTICE DESIGNER SELECTION BOARD PUBLIC NOTICE

Architects and engineers are advised that DSB List(s) #25-31, MassDevelopment Civil Engineer House Doctor, Statewide, and #25-32, MassDevelopment Architectural House Doctor project(s) are now available at www.mass.gov/dsb and https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx.

10/24/2025 **AD# 404143**

PUBLIC NOTICE DESIGNER SELECTION BOARD PUBLIC NOTICE

NORTHERN BERKSHIRE HOMEFINDERS

Donna Thomas Realty
Proudly serving the Berkshires
413-664-9271
www.donnathomasrealty.com

Investor Special

3BD/1BA Ranch on 2.4 Acres in Florida MA
Needs interior rehab to bring it to full potential. Generous room sizes with open concept living space. Major upgrades include chimney rebuild, footing drains, gutters, new septic & more.

Being sold ''AS IS" $229,900

Call **Donna Thomas Realty** at **413-664-9271** for more details.

Attachment B

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment to be operated by Great Northern Wellness, LLC is scheduled for 11/7/25 at 8:00 PM, to be held virtually at: https://meet.google.com/pvt-mvpf-efc Or dial: (530) 882-2453 PIN: 598 756 462#

The meeting will be recorded and closed captioned, and meeting materials are available for review at: https://shorturl.at/fPssC

The proposed Adult-Use (Recreational) Retail Marijuana Establishment) is anticipated to be located at 180 Elm Street E, Pittsfield, MA. There will be an opportunity for the public to ask questions in the virtual meeting, and via email at GNWPittsfield@gmail.com before and after the meeting.

Attachment C

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
Great Northern Wellness 180 Elm St, STE Pittsfield, MA 01201	6	6	U.S. POSTAGE PAID DALTON, MA 01226 OCT 23, 25 AMOUNT **$4.20** S2324P502118-6 0000

Postmaster, per (*name of receiving employee*)

	USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Parcel Airlift
1.		[redacted]	$0.74	NA	NA
2.			$0.74	NA	NA
3.			$0.74	NA	NA
4.			$0.74	NA	NA
5.			$0.74	NA	NA
6.			$0.74	NA	NA

OCT 23 2025

PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-17-000-5549

See Reverse for Instructions

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender

Great Northern Wellness
180 Elm St, STE
Pittsfield, MA 01201

TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™
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Postmaster, per (name of receiving employee)

Affix Stamp Here
Postmark with Date of Receipt.

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U.S. POSTAGE PAID
DALTON, MA
01226
OCT 23, 25
AMOUNT
$4.20
S2324P502118-6

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Parcel Airlift
1.		$0.74	NA	NA
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3.		$0.74	NA	NA
4.		$0.74	NA	NA
5.		$0.74	NA	NA
6.		$0.74	NA	NA

PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-

See Reverse for Instructions

PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-17-000-5549

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UNITED STATES POSTAL SERVICE ®

Name and Address of Sender

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180 Elm St, STE
Pittsfield, MA 01201

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6.		$0.74	NA	NA

OCT 23 2025

See Reverse for Instructions

PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-17-000-5549

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OCT 23 2025

PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-17-000-5549

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OCT 23 2025

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PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-17-000-5549

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OCT 23 2025

PS Form **3665**, December 2024 (Page ___ of ___) PSN 7530-17-000-5549

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1.	[redacted]	$0.74	NA	NA
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OCT 23 2025

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OCT 23 2025

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Great Northern Wellness 180 Elm St, STE Pittsfield, MA 01201	3	3	0000 U.S. POSTAGE PAID DALTON, MA 01226 OCT 23, 25 AMOUNT **$2.10** S2324P502118-6
	Postmaster: per (name of receiving employee)		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Parcel Airlift
1.	[redacted]	$0.74	NA	NA
2.		$0.74	NA	NA
3. OCT 23 2025		$0.74	NA	NA
4.		$0.74	NA	NA
5.		$0.74	NA	NA
6.		$0.74	NA	NA

James McMahon 8:38 PM (1 minute ago)

to Nathaniel

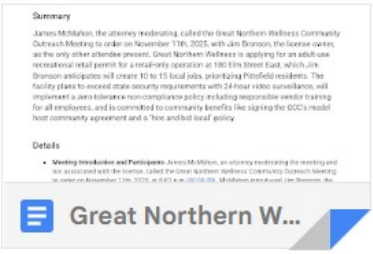
Hi Nate - here is the recording of the COM as well as a transcript and summary of the meeting, with time stamps. No attendees other than Jim and I - thanks!

Best,
James

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

•••

2 Attachments • Scanned by Gmail





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Pittsfield, MA 01201

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1.	[redacted]	$0.74	NA	NA
2.	[redacted]	$0.74	NA	NA
3.	[redacted]	$0.74	NA	NA
4.	[redacted]	$0.74	NA	NA
5.	City Clerk Michele Benjamin 70 Allen ST Pittsfield MA 01201-6250	$0.74	NA	NA
6.	[redacted]	$0.74	NA	NA

Request for an adult-use retail HCA

James McMahon <james@mcmahonstrategic.com> Mon, Sep 29, 2025 at 2:57 PM
To: "Joyner, Nathaniel" <njoyner@cityofpittsfield.org>
Cc: "Grunin, Heather" <hgrunin@cityofpittsfield.org>, Jim Bronson <frobisherbay1@gmail.com>, "Spring, Amber" <aspring@cityofpittsfield.org>, Kevin Rayner <krayner@cityofpittsfield.org>

Thanks, Nate, I appreciate it! This is a great road map and we're looking forward to moving ahead once the city is set.

Do you know if there's any preference between live outreach meetings and virtual ones? Logistically, a virtual one will be easier to organize, but we can absolutely do one in-person if that's preferred.

The advertising, mailers, notice etc are the same between either format. Recently, I've been getting better turnout to virtual meetings especially since the school year has begun. Please let me know!

Thanks,
James

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

[Quoted text hidden]

Gmail

James McMahon <james@mcmahonstrategic.com>

Request for an adult-use retail HCA

Joyner, Nathaniel <njoyner@cityofpittsfield.org> Mon, Sep 29, 2025 at 3:36 PM
To: James McMahon <james@mcmahonstrategic.com>
Cc: "Grunin, Heather" <hgrunin@cityofpittsfield.org>, Jim Bronson <frobisherbay1@gmail.com>, "Spring, Amber" <aspring@cityofpittsfield.org>, Kevin Rayner <krayner@cityofpittsfield.org>

Hi James,

We don't have a preference when it comes to how you conduct the outreach meetings, we try not to cross streams with the CCC's process so I would defer to them on what meets their requirement.

The City will handle the noticing and publishing for the special permit process once those applications are in and the hearings have been scheduled.

I will reach out when we have that HCA application ready to share.

Thanks!

-Nate

From: James McMahon <james@mcmahonstrategic.com>
Sent: Monday, September 29, 2025 2:57 PM
To: Joyner, Nathaniel <njoyner@cityofpittsfield.org>
Cc: Grunin, Heather <hgrunin@cityofpittsfield.org>; Jim Bronson <frobisherbay1@gmail.com>; Spring, Amber <aspring@cityofpittsfield.org>; Kevin Rayner <krayner@cityofpittsfield.org>
Subject: Re: Request for an adult-use retail HCA

[Quoted text hidden]

Gmail James McMahon <james@mcmahonstrategic.com>

Great Northern Wellness, LLC MRN285477

1 message

James McMahon <james@mcmahonstrategic.com> Mon, Dec 22, 2025 at 6:49 PM
To: CCC Licensing <licensing@cccmass.com>

Good evening, please find attached here a copy of the Community Outreach Meeting recording for Great Northern Wellness, LLC. The file is too large to upload in the portal. Thank you and have a great evening

Best,
James

Great Northern Wellness Community Outreach Meeting - 2025_11_07 19_57 EST - Recording.mp4

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

Notes: “Great Northern Wellness Community Outreach Meeting” Nov 7, 2025

James McMahon <james@mcmahonstrategic.com> Fri, Nov 7, 2025 at 8:38 PM
To: "Joyner, Nathaniel" <njoyner@cityofpittsfield.org>

Hi Nate - here is the recording of the COM as well as a transcript and summary of the meeting, with time stamps. No attendees other than Jim and I - thanks!

Best,
James

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

---------- Forwarded message ---------
From: **Gemini** <gemini-notes@google.com>
Date: Fri, Nov 7, 2025 at 8:23 PM
Subject: Notes: “Great Northern Wellness Community Outreach Meeting” Nov 7, 2025
To: <james@mcmahonstrategic.com>

Notes from “Great Northern Wellness Community Outreach Meeting”

These notes have been sent to invited guests in your organization.

Open meeting notes

The content was auto-generated on November 7, 2025, 8:12 PM EST and may contain errors.

Summary

James McMahon, the attorney moderating, called the Great Northern Wellness Community Outreach Meeting to order on November 11th, 2025, with Jim Bronson, the license owner, as the only other attendee present. Great Northern Wellness is applying for an adult-use recreational retail permit for a retail-only operation at 180 Elm Street East, which Jim Bronson anticipates will create 10 to 15 local jobs, prioritizing Pittsfield residents. The facility plans to exceed state security requirements with 24-hour video surveillance, will implement a zero-tolerance non-compliance policy including responsible vendor training for all employees, and is committed to community benefits like signing the CCC's model host community agreement and a "hire and bid local" policy.

Suggested next steps

- James McMahon will make a recording of this meeting available in the advertised file and provide it to the city of Pittsfield for their records.
- The group will answer any questions emailed to Gnw Pittsfield at gmail.com.

Notes by Gemini Recording

Was this email useful?

Google LLC, 1600 Ampitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because meeting artifacts were initiated in Google Meet.

Pittsfield Zoning Plan

The Licensee's management team will be responsible for keeping up with all zoning matters and compliance thereof. GNW representatives began meeting with the City of Pittsfield Police Department, Mayor's Office, and other City agencies prior to application, and has kept up an extremely close relationship with the City.

GNW will obtain all necessary municipal special permits required to obtain a license in the Adult Use of Marijuana program for the 180 Elm St E Street Site. The city has no limit on the number of licenses.

Such uses are allowed in the relevant zoning district by Special Permit in the municipality. There is no intent to move the facility or operate out of any other location.

The location is in compliance with all relevant zoning requirements and a Special Permit has been applied for.

Per the Bylaw, a Special Permit grant under the aforesaid section shall lapse if not exercised within one year of issuance. GNW progressing on the path to licensure with the CCC should be considered sufficient exercise of the Permit rights. Renewals of the Permit are in the discretion of the Planning Board so long as the failure to complete work in the time period is for good cause, such as unforeseen delays in buildout or licensure.

Once the permit has been exercised and recorded, it is attached to the project for the duration of the use and need not be renewed. There are minor compliance conditions attached to the permit that will naturally extinguish during the remaining buildout and licensure process.

The discrepancy existed due to use of template documents as a clerical error. There is no relationship between the licensee and any other cannabis business.

Plan for Positive Impact 2.1

In order to positively impact the disproportionately affected areas of Massachusetts, the Company plans to create an educational initiative and a job training program. We are located in the City of Pittsfield, one of the Commission's defined twenty-nine areas of disproportionate impact. Our efforts to positively impact the disproportionately affected areas of Massachusetts will focus on bolstering our local community of Pittsfield Massachusetts.

Goals

The Company intends to devote its resources to create and develop beneficial programs centered on issues which it holds dear to its heart. These programs include educational seminars and job training sessions for current and prospective employees. As our facility is located next to Pittsfield, an area of disproportionate impact, we believe our own hiring practices will focus on hiring a workforce from the disproportionately impacted area of Pittsfield.

MEASUREMENT OF GOALS

The population of the disproportionately affected area of Pittsfield will be targeted through publication, monthly until at least **10** spots are filled, of the job training program in online posting and community bulletins. At minimum, during hiring events, **2** Job Training event notices will be posted each week, for two weeks prior to the event in local newspapers and/or community bulletins that accept cannabis advertising and meet the CCC advertising standards.

Programs

Great Northern Wellness recognizes that the growth of the marijuana program in Massachusetts will raise a number of questions and concerns within the community at-large. To address these concerns, the Company will offer public education seminars, to up to 30 individuals, in order to provide an opportunity for local community members to learn more about cannabis. These free seminars will be open to the public, take place on a Saturday or Sunday and last for roughly an hour.
The educational seminars will take place on a six-month rolling basis and be located off of the Company's premises or via electronic means. Seminars will include lectures by the Company's executive staff and employees that will inform the community on the facts surrounding the company's activities, cannabis use, and the industry at large, and will address misconceptions or fears that many may have concerning the Company's community presence.
Proposed topics for the bi-annual seminars include:

- Engagement with the CCC,
- cannabis application drafting,
- best practices for cannabis sanitation and compliance,

- information on cannabis wellness,
- small business coaching,
- and resume and interview coaching

The dates and times of the seminars will be posted in the company's social media feeds the week prior to the event. The executive management team of the company will develop its education and training seminars in order to ensure a comprehensive education useful to the public who are concerned about the industry's impact on the community or interested in taking part and being involved in the industry. Our job training programs will take place in the city of Pittsfield, an area of disproportionate impact.

Not only will we encourage candidates in our job training program to fill positions at our own facility, we aim to help candidates find open gainful employment in the cannabis industry. The aim of the programs is to prepare non-employees of the company for gainful employment in the marijuana industry. We will further their chances of job placement by providing letters of recommendation and references attesting to their learned skills. Every individual that attends and completes the job trainings will fill out a contact form and waiver that will allow the company to follow up on the careers of these individuals and assess the impact of our training program.

Great Northern Wellness intends to hold job training sessions to meet the demands of the industry and the job market. The training sessions will be an intensive two-day weekend course from 10-5 on a consecutive Saturday and Sunday with lunch provided. The company will begin this process immediately on licensure.
Documentation of each event, along with the proposed syllabus and any relevant materials shall be made available to the commission. At minimum, 2 Job Training event notices will be posted each week, for two weeks prior to the event in-store and on social media feeds

Specific populations of disproportionately affected area of Pittsfield will be targeted through publication, monthly until at least 10 spots are filled, in store and on social media, and community bulletins.

In order to positively impact the disproportionately affected we will give selection preferences to those who fall into the following enumerated categories; Past or present residents of Pittsfield a geographic "areas of disproportionate impact," which has been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact; Individuals, or individuals with spouses or parents, with past drug convictions, or; Our Job training program shall provide opportunities to those who are interested in a career in the cannabis industry. While these programs are not meant to replace the mandated Responsible Vendor Training program, the lectures should allow candidates to better grasp the nuances of the industry and familiarize themselves with what is expected of them and the industry-standard protocols for achieving those goals.

Measurements

The Company intends to begin its community impact initiative beginning on the date of licensure and

hopes to achieve the following one-year targets near the time for the renewal of the license:

1. Great Northern Wellness hopes to hold at two educational seminars and two job training sessions within the first year of operation. The educational seminars will be open to at least 30 people. The job training sessions will graduate at least 5 trainees.

2. The company intends most, 50%, of its own workforce to fall into one of the enumerated categories above, as the facility is located within an area of disproportionate impact.

3. Similarly, the majority of applicants for the job training program will be comprised of the enumerated categories. The job training program will be advertised locally in the area of disproportionate impact, through the use of newspapers and bulletin boards. The trainee class will be comprised of a majority of individuals from the aforementioned enumerated categories.
Though, in order to quantitatively show progress in furthering the goal of positively impacting the disproportionately affect areas of Massachusetts the company shall grade its own efforts and provide documentation to the commission with the following information.

- Number of individuals hired and retained as employees at GREAT NORTHERN WELLNESS
- Number of individuals trained from the enumerated categories and overall.
- Number of individuals that attended the training that achieved gainful employment in the cannabis industry within 1 year from completing training from the enumerated categories and overall.
- Number and subject matter of job trainings offered and performed by our program.

Great Northern Wellness has a plan to positively impact the disproportionately affected areas of Massachusetts by responding to the needs of the Pittsfield community. Our efforts in job growth and industry specific-training as well as seminars which educate concerned and/or interested citizens about the practices of such a company in their community are the ways that Great Northern Wellness will serve the Pittsfield Community.

The Company will adhere to the requirements set forth in 935 CMR 500.105(4), providing that the Company shall not engage in any prohibited advertising, branding, marketing, or sponsorship practices. The Company 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

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12) Filing Fee: $500.00

Identification Number: 001916956 (number will be assigned)

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

GREAT NORTHERN WELLNESS LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 82 WENDELL AVE. STE 100

Address 2:

City or town: PITTSFIELD State: MA Zip code: 01201

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

RETAIL SALES / ANY BUSINESS PURPOSE

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: NORTHWEST REGISTERED AGENT SERVICE INC

Number and street: 82 WENDELL AVE. STE 100

Address 2:

City or town: PITTSFIELD State: MA Zip code: 01201

I TAYLOR NEWMAN OF NORTHWEST REGISTERED AGENT SERVICE INC,

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	Name	Address

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	Name	Address
SOC SIGNATORY	JAMES BRONSON	12 GIOVINA DRIVE PITTSFIELD, MA 01201 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	Name	Address
REAL PROPERTY	JAMES BRONSON	12 GIOVINA DRIVE PITTSFIELD, MA 01201 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of September, 2025,

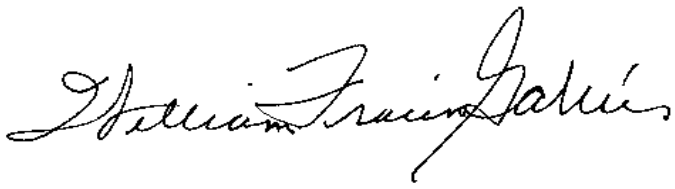
NAT SMITH

, Signature of Authorized Signatory.

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:

September 24, 2025 03:53 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT

FOR

_____

A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I
Company Formation

1.1. **FORMATION.** The member has formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the member.

1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.

1.3. **TERM.** The Company will continue perpetually unless:

(a) The sole member resolves to dissolve;

(b) Any event which causes the Company's business to become unlawful;

(c) The death, resignation, expulsion, bankruptcy, retirement of the sole member or the occurrence of any other event that terminates the continued membership of a member of the Company; or

(d) Any other event causing dissolution of the Company under applicable state laws.

1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), the Company will expire and may be administratively dissolved.

1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company's objectives.

1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as later selected by the member.

1.7. **THE MEMBER.** The name and residential address of the sole member is listed in Certification of Member section of this agreement.

1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II
Capital Contributions

2.1. **INITIAL CONTRIBUTIONS.** The member will initially contribute capital to the Company, as described in Exhibit 1 attached to this agreement. The agreed total value of such property and cash is _____.

2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III
Profits, Losses and Distributions

3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the member as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.

3.2. **DISTRIBUTIONS.** The member will determine and distribute available funds annually or as they see fit. “Available funds” refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-l(b)(2)(ii)(b) (2). To the extent the member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-l(b)(2)(ii)(d).

ARTICLE IV
Management

4.1. **MANAGEMENT OF THE BUSINESS.** The member is responsible for the management of the Company.

4.2. **MEMBERS.** The liability of the member will be limited according to state law.

4.3. **POWERS OF MEMBERS.** The member is authorized on the Company's behalf to make decisions as to:

(a) the sale, development, lease, or other disposition of the Company's assets;

(b) the purchase or other acquisition of other assets;

(c) the management of all or any part of the Company's assets;

(d) the borrowing of money and the granting of security interests in the Company’s assets;

(e) the pre-payment, refinancing, or extension of any loan affecting the Company’s assets;

(f) the compromise or release of any of the Company's claims or debts; and

(g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The member is further authorized to execute and deliver:

(w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;

(x) all checks, drafts, and other orders for the payment of the Company's funds;

(y) all promissory notes, loans, security agreements, and other similar documents; and

(z) all other instruments of any other kind relating to the Company's affairs.

4.4. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the member may designate. Pursuant to the powers listed in Section 4.3, the member has the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.5. **EXCULPATION.** Any act or omission of the member, the effect of which may cause loss or damage to the Company, if done in good faith to promote the best interests of the Company, will not subject the member to any liability.

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

4.7. **RECORDS.** The member must keep the following at the Company’s principal place of business or other location:

(a) A current list of the full name and the last known street address of each member;

(b) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;

(c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;

(d) Copies of the Company’s financial statements for the three (3) most recent years.

ARTICLE V
Compensation

5.1. **MANAGEMENT FEE.** The member rendering services to the Company is entitled to compensation proportionate with the value of those services.

5.2. **REIMBURSEMENT.** The Company must reimburse the member for all direct out-of-pocket expenses incurred in managing the Company.

ARTICLE VI
Bookkeeping

6.1. **BOOKS.** The member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The member may select the method of accounting and the company's accounting period will be the calendar year.

6.2. **MEMBER'S ACCOUNTS.** The member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-l(b)(2)(iv) and will consist of his or her initial capital contribution increased by:

(a) Any additional capital contribution made by the member;

(b) Credit balances transferred from the member’s distribution account to his or her capital account;

and decreased by:

(x) Distributions to the member in reduction of Company capital;

(y) The member's share of Company losses if charged to his or her capital account.

6.3. **REPORTS.** The member will close the books of account after the close of each calendar year and will prepare a statement of such member's distributive share of income and expense for income tax reporting purposes. The member must keep such statements with the other financial statements kept pursuant to Section 4.7(d).

ARTICLE VII
Transfers

7.1. **ASSIGNMENT.** The member may sell, assign, or otherwise dispose of all or any part of his or her interest in the Company.

ARTICLE VIII
Dissolution

8.1. **DISSOLUTION.** The member may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must

pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's economic interests. The dissolution may only be ordered by the member, not by the owner of the member's economic interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member as of this _____ day of _____, 20___.

Member:

Name_____ Percent __100__% X_____

Address _____

EXHIBIT 1
CAPITAL CONTRIBUTIONS

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

_____ $_____
_____ $_____
_____ $_____
_____ $_____
_____ $_____
_____ $_____
_____ $_____
_____ $_____
_____ $_____

SIGNED AND AGREED this _____ day of _____, 20____.

_____
Signature of Member

Company Resolution to Open a Bank Account

Account: _____
Holder: _____
Address: _____
_____

Bank: _____
Address: _____
_____
_____

Acct #: _____

As a Member of the Company named above, I certify that the Company has been organized within the bounds of state law as a Limited Liability Company with its principal office located at:

_____.

I further attest that at the initial meeting of the Company's members held on _____, 20___, a quorum was present and voting and adopted the following resolutions:

Resolved, that the financial institution named above is designated as a depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for payments bearing any officer or authorized employee of this Company.

Further Resolved, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the Company's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

Further Resolved, that the officers or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the Company may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.

Further Resolved, that the power granted to the Company's officers or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

I Further Attest that the persons named below occupy the stated positions, as indicated by their signatures, and that the resolutions contained in this document are recorded on the books of the Company, and these resolutions are in full force and effect and have not been altered in any way.

[Signatures on the following page]

I Agree to all of the above on this _____ day of _____, 20_____.

CERTIFIED TO AND ATTESTED BY:

X_____

Company Member:

LLC MEMBERSHIP CERTIFICATE

_____

Company Name

Organized in _____ has a total of _____ member(s) at _____ date

This certifies that _____ is a member of the above named Limited Liability Company, and holds a _____% interest of the above named company, which is entitled to the full benefits of such membership. Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement. This named Limited Liability Company has caused this certificate to be executed by its members this _____day of _____, _____ A.D. _____ _____

Named Member witness and/or member

---

if sold:

For _____ received, I, _____ sell and transfer unto _____ _____ , _____% of the membership interest, represented within this certificate, and appoint

_____

_____

_____

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

_____ _____ _____

Seller Newly named member Witness

Signature and name

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0729914464
Notice Date: October 6, 2025
Case ID: 0-003-104-648

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000010

GREAT NORTHERN WELLNESS, LLC
180 ELM ST STE E
PITTSFIELD MA 01201-6500

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREAT NORTHERN WELLNESS, LLC dba:GREAT NORTHERN WELLNESS is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

September 26, 2025

TO WHOM IT MAY CONCERN:

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

GREAT NORTHERN WELLNESS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 24, 2025.**

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: **NONE**

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

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **JAMES BRONSON**

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

Processed by: mqc

QC by: TAA

GNW

THREE YEAR BUSINESS PLAN

Great Northern Wellness, LLC ("GNW") will be the gold standard of boutique cannabis retail. With a completely renovated, state-of-the-art facility GNW is proud to open in cannabis retail facility in Pittsfield.

GNW launched in 2025. Since our founding, we have been proud to be a community-focused company – working closely with our local partners to ensure safe, regulated access to cannabis. Our team is top notch, and we look forward to growth and development of the company.

MISSION STATEMENT

GNW seeks to be on the forefront of recreational cannabis retail for the Commonwealth of Massachusetts. GNW was founded with a mission to provide the Commonwealth with safe, reliable, and stringently tested cannabis. GNW has developed its facility not only with an eye towards acquiring the highest quality product for consumers, but with being identified as the standard for responsible cannabis discovery and distribution.

BRAND, MARKETING AND SALES NARRATIVE

GNW is deeply committed to our high quality products, services and the Pittsfield community. We are dedicated to hiring our staff from the talent pool in Pittsfield and supporting the town with jobs and opportunities. GNW will be working with community leaders and organizers to ensure that we are reaching a diverse applicant pool when it comes to hiring, and building relationships in Pittsfield.

GNW will sponsor community cannabis meetings and will be an active participant in educational outreach programs, including youth anti-substance abuse meet-ups and campaigns. Our marketing materials will comply with the CCC and state regulations. Additionally, our logo and all future marketing materials will not use cartoons or in any way appeal to children. We are dedicated to

educating our consumers and the community on the health benefits of cannabis, and we work tirelessly to prohibit and dissuade use by non-adults.

GNW looks forward to working with the community to remain the model of how a world-class facility should operate when bringing high-quality products to our neighbors in Pittsfield.

Sales Narrative – Cannabis Flower

GNW will feature the premier cannabis flower from across the Commonwealth. Initially, the flower will be sourced from adult-use indoor growers, but with time, GNW will feature outdoor product, Pittsfield-grown licensed product when available, and product from microbusinesses and social equity cultivators.

Sales Narrative – Marijuana Infused Products (MIPs)

GNW will provide the highest quality oils, extracts, concentrates, topicals, and edibles, also called Marijuana Infused Products or MIPs. All MIPs carried for retail are produced by the industry's most innovative and creative Extraction Artists and are lab tested and certified for quality and content.

Plan for Obtaining Liability Insurance

I. Purpose
   a. The purpose of this plan is to outline how GNW will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Plan
   a. GNW will maintain an insurance policy that satisfies the requirement under 935 CMR 500.105(10).
      i. GNW will maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually.
      ii. The deductible for each policy is not higher than $5,000 per occurrence.
   b. GNW will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.
   c. GNW is currently reviewing plans offered by cannabis compliant insurance underwriters. A plan that meets all of these requirements will be engage prior to final licensure.



GNW Plan to Separate Recreational from Medical Operations

Not appliable, recreational license only



Policy for Restricting Access to Age 21 and Older

I. **Intent** Our Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et.. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

II. **Purpose** The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older and Medical use of Marijuana patients and caregivers registered with the Commission.

III. **Definitions**

Adult-use Cannabis or Marijuana means Marijuana that is cultivated, processed, transferred, tested or sold to adults 21 years of age or older in compliance with 935 CMR 500.000

Adult-use Cannabis or Marijuana Products means Marijuana Products that are processed, manufactured, transferred, tested or sold to adults 21 years of age or older in compliance with 935 CMR 500.000

Consumer means a person who is 21 years of age or older.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Proof of Identification means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). GNW will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card
4. Government issued Passport
5. U.S. Military ID

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

IV. Responsibilities

GNW Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of GNW are 21 years of age or older.

GNW will Positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or older;

V. Access to the Facility

GNW only allows the following individuals into our Retail Marijuana Facility. For the purposes of this Policy the term Establishment also refers to any vehicle that may be owned, leased, rented or otherwise used by GNW for the transportation of Marijuana.

Upon entry into the facility by an individual, a GNW agent will immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older.

1. If the individual is younger than 18 years old, he or she shall not be admitted.

Other individuals who can access the facility include:

1. GNW Agents (including board members, directors, employees, executives, managers, or volunteers)
    a. While at the facility or transporting marijuana for the facility all GNW Agents must carry their valid Agent Registration Card issued by the Commission
    b. All GNW Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Visitors (including outside vendors and contractors)

a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age of older.

    i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.

b. After the age of the visitor is verified they will be given a Visitor Identification Badge

c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.

d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.

    i. The visitor log will be available for inspection by the Commission at all times

3. Representatives of the Commission, Emergency Responders and Law Enforcement.

    a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:

        i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;

        ii. Representatives of other state agencies of the Commonwealth; and

        iii. Emergency responders in the course of responding to an emergency.

        iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

    b. Individuals described above in this policy will be granted immediate access to the facility.

VI. Age Verification

To verify an individual is 21 or older GNW Agent must receive and examine from the individual one of the following authorized government issued ID Cards;

i. Massachusetts Issued driver's license

ii. Massachusetts Issued ID card

iii. Out-of-state driver's license or ID card (with photo)

iv. Passport

v. U.S. Military I.D.

a. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by GNW.

b. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available of if the ID is questionable the Agent must use the **FLAG** methodology of ID verification

F. Feel

- Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)
- Feel for information cut-out or pasted on (especially near photo and birth date areas)
- Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture

L. Look

- Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person's apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.
- If needed, compare the ID to the book of Government Issued ID's

A. Ask

- Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

G. Give Back

- If the ID looks genuine, give the ID back to the customer and allow entry.

c. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

VII. Training

GNW will train all Retail and Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All GNW agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

a. Diversion prevention and prevention of sales to minors;

b. Acceptable forms of identification, including:

   vi. How to check identification;

   vii. Spotting false identification;

   viii. Provisions for confiscating fraudulent identifications; and

   ix. Common mistakes made in verification.

Product Testing

GNW

I. Intent

Policy To provide clear and concise instructions for GNW employees who will be involved with product quality control that are in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

GNW's sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 500.105(3)

GNW will only acquire and dispense product in the METRC system with an attached independent testing lab to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct medicinal dosage and potency. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Required testing includes:

1. cannabinoid profile

2. contaminants as specified by the Commission including, but not limited to:

    a. mold,
    b. mildew,
    c. heavy metals,
    d. plant-growth regulators and pesticides,

e. metals, and
f. bacteria/fungi/mycotoxins.

GNW will also retain an independent lab to test samples themselves (if needed). No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory.

GNW will maintain the results of all testing for no less than one year;

All Marijuana product will be transported to and from the lab, by the lab in accordance with the GNW Transportation SOP.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. GNW will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management

This policy will be available to clients. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

GNW will only acquire product from licensed vendors who can certify that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner, and are well cured and generally free of seeds and stems; that are free of dirt, sand, debris, and other foreign matter; that are free of contamination by mold, rot, other funguses, and bacterial diseases; that are prepared and handled on food-grade stainless steel tables; and have been packaged in a secure area.

All agents whose job includes contact with marijuana shall be subject to the requirements for food handlers specified in 105 CMR 300.000. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands appropriately.

Hand washing facilities shall be located in all areas where good sanitary practices require employees to wash and sanitize their hands. Water supply shall be sufficient for necessary operations. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. The establishment shall provide its employees with adequate, readily accessible toilet facilities.

There shall be sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.



GNW Personnel and Background Check Policy

Intent

To provide clear and concise instructions for GNW employees regarding Personnel Policies that are compliant with the regulations.

GNW is committed to being compliant with all regulations outlined in 935 CMR 500.000, et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant will all relevant regulations and laws.

Personnel Records

GNW will maintain the following information in 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 GNW agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with GNW 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;

e. Documentation of periodic performance evaluations;

f. A record of any disciplinary action/performance issues; and

g. Notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to GNW management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only GNW Management agents who require access. These records will be made available for inspection by the Commission upon request.

GNW Agents

All GNW board members, directors, employees, executives, managers and volunteers will register with the Commission as a GNW Marijuana Establishment Agent ("GNW Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Cultivation Establishment directly related to the production, packaging, storage, testing, or dispensing of marijuana.

All GNW Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

GNW will submit to the Commission an application for every GNW Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

    a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which

resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices; 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and

6. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
7. Any other information required by the Commission.

GNW's agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom GNW seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

GNW will notify the Commission no more than one business day after any GNW agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, GNW will renew each GNW Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a GNW Agent registration card, GNW will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

GNW will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process GNW will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);

b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

   i. The individual's full legal name and any aliases;

   ii. The individual's address;

   iii. The individual's date of birth;

   iv. A photocopy of the individual's driver's license or other government-issued identification card;

   v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;

   vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;

2. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:

   a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

   b. a description and the relevant dates of any civil action under the laws of the Commonwealth, or an Other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;

   c. a description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adult-use purposes;

   d. a description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

   e. a description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by an Other

Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;

f. a description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
g. any other information required by the Commission.

GNW will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

3. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process GNW will submit Marijuana Establishment Agent applications for all required individuals. GNW will perform is own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Opportunity Employment Policy

It is the policy of GNW to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

GNW expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, GNW will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on GNW operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with GNWing seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), GNW provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. GNW may require medical certification of both the disability and the need for accommodation. Keep in mind that GNW can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. GNW will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

GNW will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of GNW employees to perform their expected job duties will not be tolerated.

It is illegal and against GNW policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. GNW will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

GNW will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

GNW will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

GNW strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. GNW judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. GNW will provide reasonable accommodations to any persons with disabilities who require them, who advise GNW of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

GNW is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on GNW premises or while using GNW vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, GNW will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If a GNW Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

GNW will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with J-B.A.M**.** These subjects will include, but not be limited to;

1. GNW Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training



Record Keeping

Policy and Procedure

This policy and procedure is compliant with 935 CMR 500.000 ("the Regulations")

I. Intent

GNW is committed to being compliant with the regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission").

To provide clear and concise instructions for GNW employees regarding Record Keeping that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

III. Access to the Commission

GNW electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of the Regulations are subject to inspection.

IV. Types of Records (Adult Use)

The following records will be maintained and stored by GNW and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
    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 recordkeeping, 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:

    i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

    ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

    iii. 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. This 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:

i. 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;

ii. 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;

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

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

2. Operating procedures as required by 935 CMR 500.130(5)

    a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);

    b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;

    c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);

    d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);

    e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and

    f. Policies and procedures for the transfer, acquisition, or sale of marijuana products

    g. between Marijuana Establishments.

3. Inventory records as required by 935 CMR 500.105(8); and

4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;

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

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

   i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

   ii. Documentation of verification of references;

   iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

   iv. 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;

   v. Documentation of periodic performance evaluations;

   vi. A record of any disciplinary action taken; and

   vii. Notice of completed responsible vendor and eight-hour related duty training.

c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

d. Personnel policies and procedures; and

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

6. Business records, which shall include manual or computerized records of:

   a. Assets and liabilities;

   b. Monetary transactions;

   c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

   d. Sales records including the quantity, form, and cost of marijuana products; and

   e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

7. Waste disposal records as required under 935 CMR 500.105(12); and

8. 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.

9. Responsible vendor training program compliance records.

10. Vehicle registration, inspection and insurance records.

All records kept and maintained by GNW will be securely held. Access to these records will only be accessible to those GNW Agents who require access as a part of their job duties.

Incident Reporting

GNW will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or ME agents.

GNW

Financial Record Management Policy

I. Intent

Policy To provide clear and concise instructions for GNW employees on how to identify, record, and archive financial records in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

All records shall be maintained in a limited access environment and shall be accessed only by authorized personnel for work-related reasons. The financial records shall be stored in a separate locked cabinet from any other such records.

A record shall be maintained of the individuals who have access to the records room, their time and date of access, which files were reviewed, and a certification that the records were unaltered.

If any alteration to these records shall be made, both the original (which shall be marked "altered") and the new document shall be placed in the original file, along with a narrative explaining the basis for change, and a certification of the change signed by a member of the executive team.

GNW is prohibited from using software or other methods to manipulate or alter sales data. A monthly analysis of equipment shall be conducted to determine that no software has been installed that could be used to manipulate or alter sales data. Records shall be maintained of this monthly analysis. If it is determined that software or other methods

have been installed/utilized to manipulate or alter sales data, GNW shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action as directed by the commission.

All financial records shall be kept for a period of at least five years, and shall be made available to the CCC for inspection on request. GNW shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements

GNW shall adopt separate accounting practices at the point of sale for marijuana and non-marijuana sales. While it is currently Adult Use only, in the event GNW becomes co-located, it shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purposes of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(6)

III. Records to be kept

1. A file shall be maintained in a secure location for financial information for each employee, manager, director, volunteer position, or other such affiliate. This file shall include information regarding salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any. This information shall be kept separate from general records, as well as from other financial records.

2. A file shall be maintained in a secure location for financial information regarding vendors and business expenditures, including but not limited to manual or computerized records of: :

A. Assets and liabilities;

B. Monetary transactions;

C. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; and

D. Sales records including the quantity, form, and cost of marijuana products.



GNW

EMPLOYEE TRAINING AND QUALIFICATIONS PLAN

1. Employee Training

GNW employee training is in compliance with 935 CMR 500.105(2). All current owners, managers, and employees shall complete the Responsible Vendor Program. All new employees will be required to complete the Responsible Vendor Program training and receive certification from a CCC-accredited training provider within 90 days of being hired. All Responsible Vendor Programs will be maintained for four years.

GNW will ensure that all dispensary agents complete training on job specific duties prior to performing job functions.

Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum must include training on confidentiality, and other topics as specified by the CCC. GNW employees shall receive no less than a minimum of 8 hours of on-going training annually per 935 CMR 500.105(2).

The HRD is responsible for researching, and implementing all training opportunities for GNW employees. The HRD is also responsible for 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.

2. GNW Qualifications for Anticipated Positions

All employees must meet several standard minimum qualifications:

a. Employee's age is over 21 at time of hire.
b. All backgound investigations successfully completed prior to first day of work.
c. Employee is not employed by any other marijuana establishment.
d. Employee must sign an anti-diversion pledge.
e. Employee must sign a "Good Conduct" pledge.

Employees are preferred to have the following qualifications:

a. Residency in the City of Lynn
b. Residency in an Area of Disproportionate Impact
c. Other qualification under the Plan for Positive Impact hiring goals
d. 3-5 years of experience in the Cannabis Industry or other relevant sector of industry
e. Relevant educational background (minimum High School graduate or equivalency)
f. History of community engagement and activism, especially regarding cannabis issues.

For technical and skilled positions, the manager of each department shall consult with the executive team and the HRD to determine the exact skill sets desired for the role.

3. GNW Anticipated Positions

1. Chief Executive Officer (CEO) – Oversee the direction, strategy and compliance
2. Chief Operations Officer (COO) – Oversee the operations of all aspects of the Company
3. Chief Compliance Officer (CCO) – Responsible for maintaining compliance standards. Responsible for product testing, safety and standardization.
4. Chief Financial Officer (CFO) – Oversight of cash management; financial reporting
5. Retail Store Manager – Responsible for repair and maintenance of all building systems. Responsible for all security operations of the Company and managing all aspects of security involving personnel, product and software for their assigned facility. Will maintain employee files initiate new employees update HR manuals oversee daily operations assist performing inventory and audit on product and employee transactions to ensure accurate transactions and procedure are performed on a daily basis. Works directly with sales personnel assigning duties and scheduling, security Management, and corporate officers daily. Ensuring Staff are educated and trained proficiently for all job duties as needed. This role is acknowledged on and off company time to ensure image and consistency outside of the work place.
6. Assistant Manager- Responsible for retail operations including daily product management, product rotation, product knowledge, inventory assistance, and visual display for event / promotional items. The ASM will assist in hiring and training sales agents. The ASM will have daily communication with GM and at minimum weekly with corporate officers.
7. Budtenders – conducts day-to-day operations with direct client interface providing professional service to all eligible to clientele within compliance of both state and city regulations at all times and not limited to GNW policies and procedures which are subject to change under management discretion. All agents must meet minimum requirements and obtain good conduct throughout employment. Sales agents are responsible for product knowledge, product marketing, and customer relations, sales driven performance, and perform all duties under safely compliance.
8. Security Team- Assists the Retail Manger with security operations

Energy Compliance SOP

The ME will occupy an existing retail space within the property, approximately 1800 SF. The facility is retail-only and not expected to have significant energy demand.

(1) Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;

Much of the new demising wall space will be abutting adjacent interior spaces and low carbon footprint and/or recycled materials will be used where feasible. Where the exterior façade is renovated or altered new energy efficient materials will be used.

Additional insulation will be added to the front façade as needed either by adding insulation to the interior of the walls and/or by means of adding EIFS to the exterior of the walls. Additional Insulation on side and rear exterior masonry walls will be installed as needed in 2x4 stud walls that will be constructed at the interior face of the exterior walls. 3 ½" R-15 batt insulation with a new vapor barrier will be added at these locations. Creating an insulated building envelope such as this will dramatically reduce heating and cooling load demands and associated energy use.

The existing roof will remain at this time and the existing roof insulation will not change.

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;

The opportunity for the location of solar panels on a portion of the parking area or roof areas shall be considered and submitted for landlord approval.

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

Any new lighting for the space will be energy efficient LED lighting and will meet the energy code requirements.

Where feasible, lighting reduction controls such as occupancy sensors, photoelectric cells and time clocks shall be used to turn lighting off when not used or needed. Other mechanical equipment shall be sized to meet the requirements of the building based upon current energy code design requirements. All new equipment shall be Energy Star Certified.

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

The management shall contact local utilities to verify and subscribe to available energy efficiency programs offered in the area, including options to select the use of renewable energy only.



GNW Diversity Plan

GNW aims to foster equitable opportunity for minorities, women, veterans, LGBTQ+ individuals, and people with disabilities and to promote principles of diversity management that will enhance the organization. GNW's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The purpose of this policy is to ensure that GNW is a diverse and inclusive company that promotes a bias free work environment and providing opportunities for GNW employees who are minorities, women, veterans, LGBTQ+ individuals, and people with disabilities to use their diverse talents to support the company's mission.

GNW will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment Any actions taken, or programs instituted, by GNW will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. GNW will implement this plan to ensure access to employment (including management positions) and other relationships with the company.

The demographics which this plan promotes are outlined below: Diversity Plan Populations ("Program Populations"):

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LBGTQ+

RECRUITMENT AND HIRING PROGRAM

Goals- Our goal for this program is to make GNW workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LBGTQ+
    - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LBGTQ+

Program- GNW looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LGBTQ+ in the operation of our company.

To promote diversity and equity GNW will;

1. Give hiring preference to individuals who are identified in the Program Populations.

2. Institute a "blind hiring" policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.

3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
    - This training will be done upon hire and annually thereafter.

4. Promote our Diversity Hiring preferences on recruitment websites (intended: indeed.com, berkshirejobs.com, both of which allow cannabis postings) and on our social media presence (intended: Instagram, Facebook, LinkedIn (all pages will be private, age restricted, and merely a post of links to hiring pages)).

5. Use job descriptions that are catered to and appeal to diverse candidates.

6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.

7. All job postings will be posted in-store as well as on social media platforms.
    - Our first Job postings will be withing 60 days of receipt of our Provisional License
    - Second and subsequent job posting will be done as needed.

8. GNW will continue to participate in job fairs hosted by Pittsfield community organizations. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;

2. The number and percentage of job applicants that meet the Program Population criteria;

3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and

4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER/PARTNER PROGRAM

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. GNW is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners.

GNW recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Of this 30% our goal is to have 60% be minorities, 10% Women, 10% Veteran, 10% Persons with disabilities and 10% be persons who are LBGTQ+

Program- GNW will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. GNW will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.

2. We will actively recruit these individuals or companies and promote this Program when sourcing these services. Owner Jim Bronson is a long-time member and Vice President of the Rotary Club of Pittsfield, and will use his connections there with dozens of Pittsfield business-members to meet and gain introductions to diverse vendors.

3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;

2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;

3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;

4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and 5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, GNW will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;

2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;

3. 60 days prior to our license renewal (from provisional license) and annually thereafter the GNW management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and

4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.