



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR281304  
Original Issued Date: 06/28/2023  
Issued Date: 06/28/2023  
Expiration Date: 06/28/2024

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: NashMac LLC

Phone Number: 617-842-7137  
Email Address: greg@cannabarnma.com

Business Address 1: 654 Washington Street  
Business City: Braintree  
Business State: MA  
Business Zip Code: 02184  
Business Address 2:  
Mailing Address 1: 678 Adams Street  
Mailing City: Abington  
Mailing State: MA  
Mailing Zip Code: 02351  
Mailing Address 2:

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

Priority Applicant: yes  
Priority Applicant Type: Economic Empowerment Priority  
Economic Empowerment Applicant Certification Number: EE202159  
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: 43.48  
Percentage Of Control: 43.48

**Role:** Owner / Partner                      **Other Role:** Managing Member/CEO  
**First Name:** Michael                      **Last Name:** Nashawaty                      **Suffix:**  
**Gender:** Male                                      **User Defined Gender:**  
**What is this person's race or ethnicity?:** White (German, Irish, English, Italian, Polish, French), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian), American Indian or Alaska Native, Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)  
**Specify Race or Ethnicity:**

Person with Direct or Indirect Authority 2

**Percentage Of Ownership:** 13.95                      **Percentage Of Control:**  
13.95  
**Role:** Owner / Partner                      **Other Role:**  
**First Name:** Gregory                      **Last Name:** MacDonald                      **Suffix:**  
**Gender:** Male                                      **User Defined Gender:**  
**What is this person's race or ethnicity?:** Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)  
**Specify Race or Ethnicity:**

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

**Percentage of Control:** 28.5                      **Percentage of Ownership:** 28.5  
**Entity Legal Name:** SD Holdings, Inc.                      **Entity DBA:**                      **DBA**  
**City:**  
**Entity Description:** Corporation set up by family friends to invest in NashMac LLC  
**Foreign Subsidiary Narrative:**  
**Entity Phone:** 617-750-8327                      **Entity Email:** davidnhynes@gmail.com                      **Entity Website:**  
**Entity Address 1:** 613 Pleasant Street                      **Entity Address 2:**  
**Entity City:** Weymouth                      **Entity State:** MA                      **Entity Zip Code:** 02189  
**Entity Mailing Address 1:** 613 Pleasant Street                      **Entity Mailing Address 2:**  
**Entity Mailing City:** Weymouth                      **Entity Mailing State:** MA                      **Entity Mailing Zip Code:**  
02189

**Relationship Description:** SD Holdings, Inc. was formed when the founders of the company reached out to family friends from the Braintree community to inquire about a start-up investment for their recently certified Economic Empowerment Marijuana Establishment, NashMac LLC. Since the founding members of NashMac LLC and SD Holdings, Inc. are long-time family friends, lived in the Braintree community together, shared a similar vision for the company, and felt confident in the financials of the business plan, they agreed. In exchange for start-up capital in NashMac LLC, S.D. Holdings has been granted 28.5% voting interest in company decisions related to NashMac LLC, while agreeing that acting CEO/Managing Member Michael Nashawaty will retain day-to-day managerial control of the company.

Entity with Direct or Indirect Authority 2

**Percentage of Control:** 5                      **Percentage of Ownership:** 5  
**Entity Legal Name:** JKC-MTC LLC                      **Entity DBA:**                      **DBA**  
**City:**  
**Entity Description:** LLC formed by family friends to invest in NashMac LLC  
**Foreign Subsidiary Narrative:**  
**Entity Phone:** 617-719-3423                      **Entity Email:** mcaulfield@FLcaulfield.com                      **Entity Website:**

**Entity Address 1:** 85 Federal Avenue

**Entity Address 2:**

**Entity City:** Quincy

**Entity State:** MA

**Entity Zip Code:** 02169

**Entity Mailing Address 1:** 85 Federal Avenue

**Entity Mailing Address 2:**

**Entity Mailing City:** Quincy

**Entity Mailing State:** MA

**Entity Mailing Zip Code:**

02169

**Relationship Description:**

Amended Relationship Description Language:

JKC-MTC, LLC was formed when the founders of the company reached out to family friends from the community in late 2021 after nearing exhaustion of initial investment funds from SD Holdings, Inc, which joined the company as the initial investors on or around January 1, 2018.

JKC-MTC LLC's representatives and NashMac LLC struck a deal after NashMac LLC conducted its initial suitability review of the all JKC-MTC LLC members. NashMac LLC, through its Managing Member Michael Nashawaty (graduate of first cohort social equity program - spoke one on one with commissioners and Director Potvin regarding the red-flags to avoid when seeking investment as a newly certified Social Equity Applicant) determined that in order to fully utilize the value of its priority (economic empowerment) and expedited (social equity) status, it would not be accepting close associate's or decision-makers or persons with direct or indirect decision-making authority going forward.

Therefore, NashMac LLC did not offer JKC-MTC LLC enough equity in the company to trigger close associate/decision-making status (5%).

In consideration of the amount of capital provided and as a sign of good faith as they were taking a risk providing capital to an Economic Empowerment/Social Equity Cannabis Company, NashMac LLC agreed to JKC-MTC LLC's requested to add into the Operating Agreement an "advanced payback provision" where for a temporary period of time, JKC-MTC LLC would recoup its investment funds more quickly (20% of distributions) than their equitable right would typically have allowed them to them to (20% of distributions until their investment is recouped in full). A formal operating agreement was executed by company members, and JKC-MTC LLC joined the equity cannabis company.

NashMac LLC managing member, during negotiations with JKC-MTC LLC and for months following, was under the false understanding that the consideration received by JKC-MTC could not and would not create a new close associate. The intent was for the close-associates of the company to be the two founding economic empowerment members (Nashawaty and MacDonald), as well as their original investors (whose members had already been reviewed by the commission in the past without triggering any issue).

As it turns out, many months after the original agreement was signed and the state application was ready to be submitted, JKC-MTC LLC and NashMac LLC realized through counsel hired to assist managing member Nashawaty with application requirements, that JKC-MTC LLC would need to have members listed on the state application as close associates due to the advanced payback provision language, and that absent an operating agreement expressly showing which members owned 50% or greater of JKC-MTC LLC's rights to distributions, the state would require both JKC-MTC LLC members to be listed as close associates or persons with direct/indirect decision-making authority and have background checks done.

NashMac LLC has always know that JKC-MTC LLC's capital would be fundamental in reaching its goals, but further, NashMac LLC was seeking a high-quality, value-increasing entity to partner with as their second-round investors. There was never any intent to grant them close-associate/person with direct and/or indirect authority status during negotiations. It was a non-starter based on NashMac LLC's prior discussions with commission and licensing office members on how to best avoid red flags as equity applicants and get the most value out of the Economic Empowerment Priority review and/or Social Equity expedited review.

The 20% number seems arbitrary in hindsight, but if, based on its own suitability and background check investigation, this provision had created the need for NashMac LLC to apply for two additional individuals to have background checks conducted (the 20% advanced payback provision split evenly creates two individuals with a temporary right to 10% of NashMac LLC distributions), and managing-member Nashawaty had unfortunately stepped into a trap he intended to avoid as a social equity/economic empowerment

applicant.

If NashMac LLC is correct in its initial internal suitability review investigation, then JKC-MTC's 20% advanced payback provision absent a clear Operating Agreement is the crux of the suitability issue, then a solution is being offered.

First, JKC-MTC LLC has executed a formal operating agreement, which is being submitted herewith.

Next, removal of one of the two members of JKC-MTC LLC from the relevant sections of the instant application.

Lastly, clearly explain to the commission via this relationship description section and through the supplemental email to follow from company counsel that:

- i. Rationale for resubmission prior to receiving any information back on the initial suitability review notice (both timing wise for the November agenda/provisional licensing in order to maximize value of EE/SE status;
- ii. The steps taken as a company to conduct our own background investigation over the course of the past two months;
- iii. Make it clear this resubmission is based on an assumed suitability review trigger explained above as we have not received next steps from the commission since we were given notice of this suitability review nearly two months ago; and
- iv. Request expedited review of this resubmitted application, and request that the commissioners use their discretionary powers to allow NashMac the benefit of having its provisional license request considered at this upcoming November Commission meeting.

The organizational structure of JKC-MTC LLC will be explained in a supplemental email tomorrow provided by NashMac LLC representatives to the Cannabis Control Commission via the general [Licensing@CCCMass.com](mailto:Licensing@CCCMass.com) email address (Monday, 11/7/22), but in summary, NashMac LLC feels it may have submitted a common-sense solution to this suitability review by showing that one, not two, individual members of JKC-MTC LLC are entitled to 50% or greater of JKC-MTC LLC's distributions, and as such, only one individual member of JKC-MTC LLC is being added to this application as a close associate and/or person with direct or indirect decision-making authority (for a temporary period of time).

#### CLOSE ASSOCIATES AND MEMBERS

##### Close Associates or Member 1

**First Name:** Shawn

**Last Name:** Hynes

**Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Shawn Hynes is an original investor whose current ownership and voting interest, through his 50% ownership of S.D. holdings, exceeds 10% of NashMac LLC.

##### Close Associates or Member 2

**First Name:** David

**Last Name:** Hynes

**Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** David Hynes is an original investor whose current ownership and voting interest, through his 50% ownership of S.D. holdings, exceeds 10% of NashMac LLC.

##### Close Associates or Member 3

**First Name:** Mark

**Last Name:** Caulfield

**Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Mark Caulfield, through his 51% ownership and right to distributions/profits/losses of JKC-MTC LLC, has a temporary provision allowing him to recoup  $\geq 10\%$  of profits/losses until JKC-MTC LLC's original investment is recouped. Please see NashMac LLC and JKC-MTC Operating Agreement if further documentation is needed, submitted herewith.

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

**Entity Legal Name:** S.D. Holdings, Inc.

**Entity DBA:**

**Email:** davidhynes@gmail.com

**Phone:**

781-356-3311



## ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Owner / Partner                      Other Role:  
First Name: Michael                      Last Name: Nashawaty    Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

#### Individual Background Information 2

Role: Owner / Partner                      Other Role:  
First Name: Gregory                      Last Name: MacDonald    Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

#### Individual Background Information 3

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

#### Individual Background Information 4

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

#### Individual Background Information 5

Role: Owner / Partner                      Other Role:  
First Name: Mark                      Last Name: Caulfield    Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Investor/Contributor              Other Role:  
Entity Legal Name: S.D. Holdings, Inc.      Entity DBA:  
Entity Description: Investment Company  
Phone: 781-356-3311              Email: davidhynes@gmail.com  
Primary Business Address 1: 613 Pleasant Street      Primary Business Address 2:  
Primary Business City: Weymouth      Primary Business State: MA    Principal Business Zip Code: 02189  
Additional Information:

#### Entity Background Check Information 2

Role: Investor/Contributor              Other Role:  
Entity Legal Name: JKC-MTC LLC              Entity DBA:  
Entity Description: Investment Company  
Date generated: 06/04/2024

Phone: 781-812-3121

Email: mcaulfield@flcaulfield.com

Primary Business Address 1: 85 Federal Street

Primary Business Address 2:

Primary Business City: Quincy

Primary Business State: MA

Principal Business Zip Code:  
02169

Additional Information: Entity operating agreement attached under "bylaw" category in next section (MA Business Registration)

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	NashMac LLC-Certificate of Organization.pdf	pdf	61a7c185b4ae803cfaae3360	12/01/2021
Secretary of Commonwealth - Certificate of Good Standing	CertGoodStanding2021-NashMac.pdf	pdf	61aa698b30e626487677faca	12/03/2021
Bylaws	NashMac_OA_5-27-22(Executed).pdf	pdf	62b506dcf750650008b5763b	06/23/2022
Department of Revenue - Certificate of Good standing	CertGoodStanding-DOR.pdf	pdf	62b513d4f750650008b57a33	06/23/2022
Department of Revenue - Certificate of Good standing	CertGoodStanding-DeptUnemploymentAssistanceLet.pdf	pdf	62b514019ff11700081ee86a	06/23/2022
Bylaws	JKC-MTC OA (executed).pdf	pdf	636877eabd58f900087b8810	11/06/2022

No documents uploaded

Massachusetts Business Identification Number: 001322790

Doing-Business-As Name: CannaBarn

DBA Registration City: Abington

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	BusinessPlan-NashMacLLC.pdf	pdf	61aa4097b73e084a6497b90f	12/03/2021
Plan for Liability Insurance	Plan for Liability Insurance - Part 18 - NashMac.pdf	pdf	61aa440a14a8334a380e6614	12/03/2021
Proposed Timeline	ProposedTimeline-Part 18 - NashMac (RFI2 Rev).pdf	pdf	62c4bf739ff11700082a919e	07/05/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products - Part 19 - NashMac.pdf	pdf	61aa9e3214a8334a380e699a	12/03/2021
Restricting Access to age 21 and older	Restricting Access to Individuals 21+ - Part 19 - NashMac (updated).pdf	pdf	61aa9ecaf2150048bcab4c83	12/03/2021
Prevention of diversion	Prevention of Diversion - Part 19 -	pdf	61aa9fec44de514a2949d6dd	12/03/2021

	NashMac.pdf			
Storage of marijuana	Storage of Marijuana - Part 19 - NashMac (updated).pdf	pdf	61aaa000b73e084a6497bccc	12/03/2021
Inventory procedures	Inventory Procedures - Part 19 - NashMac (updated).pdf	pdf	61aaa047f2150048bcab4c87	12/03/2021
Personnel policies including background checks	Personnel Policies including Background Checks - Part 19 - NashMac.pdf	pdf	61aaa07a910f2b486f6689ed	12/03/2021
Record Keeping procedures	Record Keeping Procedures - Part 19 - NashMac.pdf	pdf	61aaa087dc40a2489b355548	12/03/2021
Maintaining of financial records	Maintaining of Financial Records - Part 19 - NashMac.pdf	pdf	61aaa092a9375e4890945298	12/03/2021
Qualifications and training	Qualifications and Training - Part 19 - NashMac.pdf	pdf	61aaa0a8fb549e4a22579feb	12/03/2021
Energy Compliance Plan	Energy Compliance Plan - Part 19 - NashMac.pdf	pdf	61aaa0b344de514a2949d6e3	12/03/2021
Security plan	Security Plan - Part 19 - NashMac (AAEdit-Final).pdf	pdf	62b518e5f750650008b57cb6	06/23/2022
Transportation of marijuana	Transportation of Marijuana - Part 19.pdf	pdf	62b519b5f750650008b57cdc	06/23/2022
Quality control and testing	Quality Control and Testing - Part 19 - NashMac.pdf	pdf	62b51b409ff11700081eec3d	06/23/2022
Dispensing procedures	Dispensing Procedure - Part 19 - NashMac.pdf	pdf	62b51b83f750650008b57d88	06/23/2022
Diversity plan	NashMacLLC Diversity Plan - Part 19 - Updated 7-20-22.pdf	pdf	62d86f43fad139000861247b	07/20/2022

### 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: 10:00 AM	Monday To: 10:00 PM
Tuesday From: 10:00 AM	Tuesday To: 10:00 PM
Wednesday From: 10:00 AM	Wednesday To: 10:00 PM
Thursday From: 10:00 AM	Thursday To: 10:00 PM
Friday From: 10:00 AM	Friday To: 10:00 PM
Saturday From: 10:00 AM	Saturday To: 10:00 PM
Sunday From: 10:00 AM	Sunday To: 6:00 PM

## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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).

### Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

NashMac, LLC

2. Name of applicant’s authorized representative:

Michael Nashawaty

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Town of Abington

5. Name of municipality’s contracting authority or authorized representative:

Scott Lambiase



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 C'MR 500.102(1) and 501.102(1).*):

SLambiase@abingtonma.gov

8. Host community agreement execution date:

5/21/2021



### **Part 13. PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

NashMac LLC (“NashMac”) will remain compliant at all times with the local zoning requirements set forth in the Abington General Bylaws, Zoning Ordinance. In accordance with Zoning Ordinance, §175-24.3 Marijuana Overlay District, NashMac’s proposed Marijuana Retail Establishment is a use permitted in the Marijuana Overlay District, pending Site Plan Review and Special Permit by the Planning Board.

In compliance with 935 CMR 500.110(3) and §175-24.3(E)(2), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a State-Licensed child care facility, a library, playground, public park, public beach, youth center, or similar facility where minors commonly congregate. Per §175-24.3(E)(4), the Retail Establishment will not be located in a mobile facility and all sales will be conducted within the permanent retail building or by home delivery pursuant to applicable state regulations. The facility currently conforms to dimensional requirements applicable to nonresidential uses within the underlying zoning district (industrial).

NashMac will apply for any other local permits required to operate a Marijuana Retailer at the proposed location, including a Site Plan Review and Special Permit hearing with the Abington Planning Board. NashMac will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at NashMac’s proposed location.

NashMac has already attended several meetings with various municipal officials and boards to discuss NashMac’s plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with the Abington Board of Selectmen. NashMac LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that NashMac’s Marijuana Retail Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

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

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



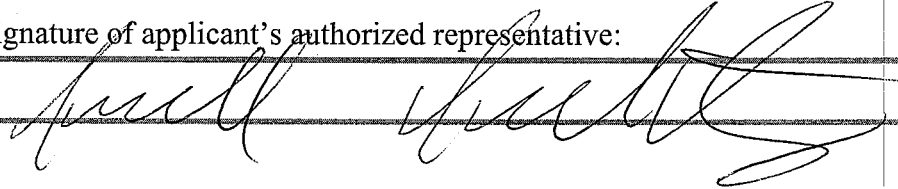
Name of applicant:

NashMac LLC

Name of applicant's authorized representative:

Michael Nashawaty

Signature of applicant's authorized representative:





**COMMUNITY  
NEWSPAPER  
COMPANY**

GateHouse Media New England

**Community Newspaper Co. – Legal Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone | 781-961-3045 fax

Attachment  
#

**Order Number:** CN13999992

**Salesperson:** Dawn Lalime

Michael Nashawaty  
NashMac LLC  
654 Washington St  
Ste. 100  
Braintree, MA 02184

<b>Title:</b>	<b>Enterprise</b>	<b>Class:</b>	<b>ANE Legals</b>
<b>Start date:</b>	<b>12/9/2021</b>	<b>Stop date:</b>	<b>12/9/2021</b>
<b>Insertions:</b>	<b>1</b>	<b>#Lines:</b>	<b>35 ag</b>
<b>Price:</b>	<b>\$116.90</b>		

**Payment Information**

**Receipt#**

**Pmt. Type:**

**CC. Number: CC. Exp.:**

**Invoice Total: \$116.90**

COMMUNITY OUTREACH MEETING, 12/23

**LEGAL NOTICE**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 12/23/2021 at 6:00 p.m. at Abington Knights of Columbus, 254 Hancock St, Abington, MA 02351. The proposed Retail, Cultivation, Manufacturing, and Wholesale Delivery Establishment is anticipated to be located at 678 Adams Street, Abington MA 02351. There will be an opportunity for the public to ask questions

AD#13999992

BE 12/9/2021

Attachment  
1A11  
(cont.)

appearance and objection at this Court before 10:00 a.m. on the return day of 01/03/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

**UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Edward G Boyle, First Justice of this Court.

Date: November 26, 2021  
Matthew J McDonough  
Register of Probate  
AD#13999714  
BE 12/9/2021

date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

**UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Edward G Boyle, First Justice of this Court.

Date: November 26, 2021  
Matthew J McDonough  
Register of Probate

AD#13999714  
BE 12/9/2021

**COMMUNITY OUT-REACH MEETING, 12/23 LEGAL NOTICE**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 12/23/2021 at 6:00 p.m. at Abington Knights of Columbus, 254 Hancock St. Abington, MA 02351. The proposed Retail, Cultivation, Manufacturing, and Wholesale Delivery Establishment is anticipated to be located at 678 Adams Street, Abington, MA 02351. There will be an opportunity for the public to ask questions

AD#13999992  
BE 12/9/2021

street, 4th FL., BROCKTON, MA, for a Special Permit for a ground mounted solar field allowed by MGL, Ch 40A, Sec. 3, in a R-1-C Zone, located at 634-648 SUMMER STREET.

**\*\*FOR ALL PETITIONS AND SUCH OTHER RELIEF AS THE BOARD MAY DEEM APPROPRIATE\*\***

**Board Members**  
Kenneth Galligan, Chairman  
Brian Nardelli, Fire Chief  
Steve Lainas  
James Sweeney  
James Plouffe, Clerk  
Dec 2nd & Dec. 9th

Email ZBA@cobma.us for Zoom participation information or to send a letter in favor or opposition regarding the petition in which you were notified by 4:30 p.m. on night of meeting.

**PLEASE SIGN IN 15 MINUTES BEFORE THE START OF THE ZOOM MEETING**  
AD#13997790 12/2, 12/9/21

**ZBA/PUBLIC HEARING LEGAL NOTICE**  
Town Of Abington  
ZONING BOARD OF APPEALS  
781-982-2100

**PUBLIC HEARING NOTICE**

The Town of Abington Zoning Board of Appeals will hold a Public Hearing on Thursday December 16th, 2021, at 7 p.m. at the Abington Town Offices, 500 Gliniewicz Way, Abington on the petition of Limited Dividend Affiliate of WP East Acquisitions, LLC, 91 Hartwell Avenue, Lexington, MA, for a Comprehensive Permit under MGL Chapter 40B.

This permit is to construct a "236 residential units on the consolidated lands described above. The project will include the construction of three (3) - [four (4) story residential buildings with a clubhouse/amenity area and associated parking and infrastructure. The current woodlands will be removed[.] The paved travel way would remain in place, with additional improvements, and continue to provide service access to the Abington MBTA commuter rail station and parking lot". The property is located on Assessors Map 24 & 17, Lot 112 & 11/11A, in the TOD Zone. This application is available for public review at the Town Clerk's office.

R. Andrew Burbine,  
Chairman  
Zoning Board of Appeals

AD#13998787  
BE 12/02, 12/09/2021

**MOUNCE NAME CHANGE**

**LEGAL NOTICE**  
Commonwealth of Massachusetts  
The Trial Court  
Plymouth Probate and Family Court  
52 Obery Street  
Suite 1130  
Plymouth, MA 02360  
(508) 747-6204

Docket No.  
PL21C0266CA

**CITATION ON PETITION TO CHANGE NAME**

In the matter of:  
Jonathan Robert Mounce

A Petition to Change Name of Adult has been filed by Jonathan Robert Mounce of Bridgewater MA requesting that the court enter a Decree changing their name to: Jonathan Robert Gray

**IMPORTANT NOTICE**

Any person may appear for purposes of objecting to the petition by filing an appearance at: Plymouth Probate and Family Court before 10:00 a.m. on the return day of 12/23/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. Edward G Boyle, First Justice of this Court.

Date: November 23, 2021

Matthew J McDonough  
Register of Probate

AD#13999586  
BE 12/9/21

Find your dream home in  
**The Enterprise Classifieds**  
Phone 508-588-5000 & fax 508-638-5560  
Mon-Fri 8am-5:30pm

**LEGAL NOTICE**

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TOWN CLERK'S OFFICE  
ABINGTON, MA  
RECEIVED  
2021 DEC 10 AM 9:36

**Proposed Location: 678 Adams Street, Abington**

## LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 12/23/2021 at 6:00 p.m. at Abington Knights of Columbus, 254 Hancock St, Abington, MA 02351. The proposed Retail, Cultivation, Manufacturing, and Wholesale Delivery Establishment is anticipated to be located at 678 Adams Street, Abington MA 02351. There will be an opportunity for the public to ask questions.

**Proposed Location: 678 Adams Street, Abington**

## **Part 14. POSITIVE IMPACT PLAN**

### Overview

NashMac LLC (“NashMac”) is a commission-designated economic empowerment priority applicant, and member Michael Nashawaty is a commission-designated Social Equity Program participant from the first-cohort. NashMac consists of founders with past drug convictions, and who have lived in areas of disproportionate impact throughout the developmental years of their lives and still today.

As such, NashMac is focused on serving disproportionate impacted groups, which the Cannabis Control Commission has identified as the following:

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

To support such populations, NashMac has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified 4 goals and priorities.

### Goals

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas including Abington and Braintree, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, or who are participants in the Commissions Social Equity Program (“SEP”);
2. Contribute time and resources to organizations serving the Target Areas, including areas of disproportionate impact, and servicing individuals across Massachusetts, including the following municipalities: Abington, Braintree, Quincy, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, examples of which are attached as supplements hereto;
3. Provide educational programs and informational sessions geared toward individuals interested in the cannabis industry, with specific focuses on marijuana retailers and entrepreneurship, at least twice a year; and
4. Provide one on one pro-bono legal service workshops, being sure that any advice or guidance given will not violate commissions regulations or other applicable state laws/ethical guidelines, relating to sealing or expungement of their criminal records, for (1) employees, (2) individuals

from the Target Areas, including areas of disproportionate impact, including the following municipalities: Abington, Braintree, Quincy, and/or (3) Massachusetts residents who have, or have parents or spouses who have, past drug convictions, with the goal of aiding in the sealing or expungement of five criminal records annually.

### Programs

Our Equity Status as both an Economic Empowerment and Social Equity business is a pivotal part of our company identity, and we seek to provide ancillary benefits to local communities and individuals disproportionately impacted by the war on drugs as a way of spreading out the benefits of our equity status.

- 1) NashMac and its members will be launching a pro-bono legal aid program focused on helping disproportionately impacted groups navigate their way out of the court system and into a life second to none. The educational program will be designed to assist individuals identified by the Cannabis Control Commission as disproportionately impacted by the war on drugs to accomplish the following:
  - a. Sealing of Criminal Records;
  - b. Expungement of Criminal Records (where applicable);
  - c. Facilitation of attorney/client relationships for those needing drug/alcohol addiction sentencing mitigation legal services on a pro-bono/reduced fee basis;

In order to facilitate the pro-bono legal aid program, NashMac LLC shall provide the community notice of a hotline (number TBD) and email address ([legalservices@nashmac.com](mailto:legalservices@nashmac.com)) where inquiries can be made and an opportunity to speak to an attorney will be made available, specifically to those in need of legal services relating to Alcohol/Drug addiction sentencing mitigation, Alcohol/Drug addiction treatment programs, and other legal services relating to the sealing and/or expungement of past criminal records.

- 2) NashMac has partnered with Abington Celebrates to foster youth and family participation and community involvement in inclusive events meant to foster civic pride and a sense of community. Examples of such events sponsored by Abington Celebrates include:
  - a. Parades,
  - b. Cook Out's,
  - c. Fishing Derby's,
  - d. Concerts,
  - e. History tours,
  - f. Library Open Houses,

- g. Encampment tours,
  - h. Road Races,
  - i. Fireworks Displays (fourth of July),
  - j. Church services,
  - k. Local Scout's Car Shows,
  - l. Music Recitals, charitable drives, Fourth of July celebratory events and fireworks displays, and other community-building avenues. See attached contract with Abington Celebrates annexed hereto as Supplement "A".
- 3) NashMac will host a job fair for Abington, Braintree, and Quincy residents as the first step in its hiring process, with hopes to fill out at least 25% of the staff with employees residing in these Target Areas.
- 4) NashMac will provide educational workshops regarding entrepreneurship relating to the cannabis industry and retail services at least twice yearly. Notices for these workshops will be posted in local newspapers of general circulation as well as having notices posted in the retail establishment.

#### Metrics

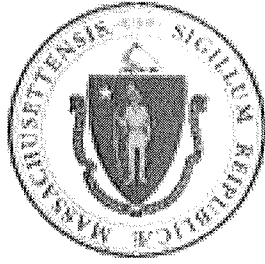
- 1) NashMac will count the number of individuals who attempt to make contact through both contact methods, determine how many of them have past drug convictions, reside in areas of disproportionate impact, or otherwise have been adversely affected by the war on drugs. This number will be assessed from the total number of individuals who attempt to make contact through both contact methods in hopes that 50% of all individuals who make an outreach to the NashMac pro-bono legal aid program are able to follow up and receive the actual consultations. NashMac will also track, subject to attorney-client privilege, with a key understanding that client privacy is important, the number of successful outcomes that we can achieve through our program for individuals meeting the above criteria, with a goal of assisting five individuals in sealing/expungement of their criminal records, annually.
- 2) NashMac hopes to donate at a minimum \$625.00 per quarter to Abington Celebrates in year 1, with an understanding that we are not capped at that amount and will exceed it if the opportunity presents itself.

#### Disclosures

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

Any actions taken, or programs instituted, by NashMac will not violate the Commission's

regulations with respect to limitations on ownership or control or other applicable state laws.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**  
 (General Laws, Chapter )

**Identification Number:** *(number will be assigned)*

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

**2a. Location of its principal office:**

No. and Street: 654 Washington Street, Ste 102  
 City or Town: Braintree State: MA Zip: 02184 Country: USA

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

No. and Street: 654 Washington Street, Ste 102  
 City or Town: Braintree State: MA Zip: 02184 Country: USA

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

The general character of the business of the LLC is to own and operate real property of all kinds, including residential, commercial, vacant and mixed, and other related activities, and to carry on any lawful business, trade, purpose or activity.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: Scott M. Carlson  
 No. and Street: 104 Cooley Drive  
 City or Town: Longmeadow State: MA Zip: 01106 Country: USA

**I, Scott M. Carlson 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:**

Name	Address (no PO Box) Address, City or Town, State, Zip Code

**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.**

Name	Address (no PO Box) Address, City or Town, State, Zip Code

**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:**

Name	Address (no PO Box) Address, City or Town, State, Zip Code
Gregory MacDonald	654 Washington Street, Ste 102 Braintree, MA 02184 USA
Michael Nashawaty	654 Washington Street, Ste 102 Braintree, MA 02184 USA

**9. Additional matters:**

**Filer's Contact Information**

*(Enter a contact name, mailing address, and email and/or phone number.)*

Contact Name: Scott M. Carlson

Business Name: Carlson & Dumeer, LLC

No. and Street: 100 Riverview Center  
Suite 130

City or Town: Middletown State: CT Zip: 06457 Country: USA

Contact Phone: (860) 788-2741 ext:

Contact Email: smc@carlsondumeer.com

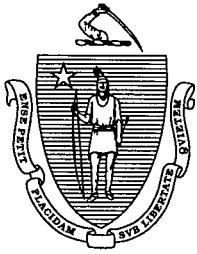
**Please provide an email address to receive an expedited response from the Corporations Division.**

**If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of April, 2018,**

Gregory MacDonald

*(The certificate must be signed by the person forming the LLC.)*



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

William Francis Galvin  
Secretary of the  
Commonwealth

December 2, 2021

TO WHOM IT MAY CONCERN:

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

**NASHMAC LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 13, 2018.**

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: **GREGORY MACDONALD, MICHAEL NASHAWATY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **GREGORY MACDONALD, MICHAEL NASHAWATY**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth



**NASHMAC LLC**

**OPERATING AGREEMENT**

**DATED AS OF May 27<sup>th</sup>, 2022**

**NASHMAC LLC**

**OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is made and entered into effective May 27<sup>th</sup>, 2022, by and among the parties identified on Schedule 1 attached hereto as Members.

The parties hereto, having formed a Massachusetts Limited Liability Company in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

**SECTION 1. THE LIMITED LIABILITY COMPANY**

1.1 Formation. Effective December 6<sup>th</sup>, 2018, the Members form a limited liability company under the name NashMac LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the Commonwealth of Massachusetts (the "Act"). The Members agree to file with the appropriate agency within the Commonwealth of Massachusetts charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name "NashMac LLC" or such other name upon which the Members may unanimously agree.

1.3 Purpose. The business of the LLC shall include participation in such businesses, trades and activities as are permitted for an LLC under the laws of The Commonwealth of Massachusetts.

1.4 Office. The Company will temporarily maintain its principal business office within the Commonwealth of Massachusetts at the following address: 654 Washington Street, Ste. 100, Braintree MA 02184. Upon approval of a Majority in Interest of the Members, the principal business office may be relocated to another suitable location.

1.5 Registered Agent. Gregory MacDonald is the Company's initial registered agent in the Commonwealth of Massachusetts, and the registered office is 654 Washington Street, Unit 100, Braintree MA 02184. Michael Nashawaty is the Company's de-facto registered agent for purpose of receiving and responding to correspondences remitted to the registered office. Upon approval of a Majority in Interest of the Members, the registered office may be relocated to another suitable location.

1.6 Term. The term of the Company commences on May 27<sup>th</sup>, 2022 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are attached as *Schedule 1* to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the approval of a majority in interest of the Members.

1.9 Members. The Members may, notwithstanding this Agreement, engage in whatever activities they choose, without having or incurring any obligation to offer any interest in such activities to the Company or any other Member. Neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes and renounces any such right or claim of participation. In the event a member, not to include JKC-MTC LLC, wishes to engage in business activities with a 3<sup>rd</sup> party marijuana establishment in competition with the goods and services offered by the LLC, and the competing business is to be located within a 15 mile radius of 678 Adams Street, Abington MA or 20 Nash Avenue, Quincy MA, the member business engagement will only be permissible upon unanimous written consent of the members of the LLC, such consent not to be unreasonably withheld. Any controversy or claim arising out of or relating to this clause, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

1.10 No Alienation of Equity Status. Members Michael Nashawaty and Gregory MacDonald, in order ensure the full benefits of Equity Status (Economic Empowerment License # EE202159) remain available to benefit NashMac LLC, including all equity-holding members, covenant that they shall not operate, own, or control directly or indirectly any competing or 3<sup>rd</sup> party Marijuana Establishment businesses in the Commonwealth of Massachusetts without (1) JKC-MTC, LLC having receiving a full return on its \$700,000.00 investment, and without (2) the prior written consent of at least 95.1% of total membership interest (including membership interest held by Member Nashawaty and Member MacDonald), such consent not to be unreasonably withheld. This covenant shall expire on the happening of any of the following events: (1) JKC-MTC LLC sells all of its available interest in the Company, (2) NashMac LLC is bought out a 3<sup>rd</sup> party Marijuana Establishment, or (3) JKC-MTC LLC signs a voluntary waiver of this provision (1.10).

## **SECTION 2. CAPITAL CONTRIBUTIONS**

2.1 Initial Contributions. The Members initially shall contribute to the Company capital and assets as described in *Schedule 2* attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members, except as expressly provided for in this Agreement. Said written consent shall not be unreasonably withheld. In the event the Company requires additional capital, persons may be admitted as Members after the Effective Date only in compliance with the provisions of this Agreement, and if necessary, an amendment to the Certificate shall be filed reflecting the admission of such person as a Member.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement, except in those documented instances where a member is unwilling or unable to make an additional contribution without due and adequate cause.

### **SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual, quarterly, or monthly basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in ***Schedule 2*** as amended from time to time in accordance with U.S. Department of the Treasury Regulations.

3.2(a) Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals in accordance with sound accounting principles for startup corporations or LLC's. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulations and the prevailing laws in the Commonwealth regarding dissolution and winding up the business. To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulations.

3.2(b) Special Allocation of Distributions. The Members agree that JKC-MTC LLC shall be entitled to 20% of all distributions until they have received 100% of their initial investment (\$700,000.00) through the special allocation of distributions period. The remaining 80% of distributions during the Special Allocation of Distributions Period will be distributed pro-rata to all members, excluding JKC-MTC LLC. JKC-MTC LLC acknowledges that they are waiving their right to their respective 5% distribution based on their equitable interest during the Special Allocation of Distributions Period. Following JKC-MTC LLC's recoupment of \$700,000.00, all future distributions will be executed in proportion to member equity.

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member shall be entitled to a drawing account in the Company.

#### **SECTION 4. INDEMNIFICATION**

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, 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 he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against 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 Members determine that he acted in good faith and in a manner he 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/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, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he 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/her conduct was lawful. In all instances the "business judgment rule" as enforced by the prevailing case law in the Commonwealth shall serve as the objective standard.

#### **SECTION 5. POWERS AND DUTIES OF MANAGERS**

##### 5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs. Day to day operations, which are defined as decisions relating solely and exclusively to;

- a) Hiring and scheduling staff for the company, subject to the restrictions expressly provided in Section 6 of this agreement.
- b) Purchasing and maintaining inventory
- c) Marketing and advertisement
- d) Payroll and accounting

These day to day decisions shall be overseen and conducted by a Manager, to be approved by the Members. The initial Manager shall be Member Michael Nashawaty. Until and unless the

Majority-in-Interest decides otherwise, or until NashMac LLC hires a 3<sup>rd</sup> party Chief Executive Officer (“CEO”) Managing Member will also be referred to as CEO for purposes of NashMac LLC when contracting, communicating with, and dealing generally with 3<sup>rd</sup> Parties.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members (the “Majority in Interest”), as represented by the Manager.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Manager to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority in Interest of the Members, taking into account provisions of 5.1.3, if applicable.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

## **SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES.**

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company.

6.2 Salary. Until JKC-MTC LLC received \$700,000.00 in distributions, no salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a greater than or equal to 95.1% of the voting Interest of the Members. For purposes of the 95.1% approval requirement for Member salaries, the provision will apply to a Member even if the Member is being employed as a Manager or Employee of the Company. Once JKC-MTC, LLC receives \$700,000.00 in distributions, the required approval of member interest in authorization of a member salary will drop to 81%. Notwithstanding the preceding clause, the Company adopts the following safeguard on excessive salaries or compensation for non-members: Year 1: any salary or compensation in excess of \$65,000.00 shall require the written consent of 95.1% of the Members; Year 2: any salary or compensation in excess of \$85,000.00 shall require the written consent of 65% of the Members; Year 3: any salary or compensation in excess of \$100,000.00 shall require the written consent of the Majority-in-Interest of Members. The foregoing safeguard amounts may be waived on a case by case basis by unanimous agreement of all Members.

6.3 Legal and Accounting Services. The Company shall obtain legal and accounting services for the conduct of the Company's business and compliance with all State and Federal laws including all required quarterly filings.

6.4 Fees to Members. All company expenses must be first approved by 81% of members through the company budget. No non-budget fees shall be paid to members or member affiliates. In the event a member or member affiliate requests a fee to be paid, it must be approved in writing by 81% of the members of the company.

## **SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING.**

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes. The CPA can be changed upon direction from the Majority in Interest. The prior CPA was Mark E. O'Reilly of Richardson & Company, P.C., 165 Village Street, Medway, MA 02053. The newly retained CPA is the firm AAFCPAs, 50 Washington Street, Westborough, MA 01581 (contact person Brendon C. Robidoux, Consulting Controller).

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal and state income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association, or in an account or accounts of a 3<sup>rd</sup> party banking solution in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government. In the event such a banking solution is not available, Company funds will be invested or deposited with a savings and loan association, or a 3<sup>rd</sup> party banking solution, the accounts or deposits of which are insured or guaranteed via sufficient safeguards as determined by a Majority in Interest of the Members.

## **SECTION 8. TRANSFER OF MEMBERSHIP INTEREST**

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. All members have a proportional right of first refusal on any newly created interest respective to their current equitable interest in the Company. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Member may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Member fails or refuses to notify the transferring Member of his desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Member will be deemed to have waived his right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Member at that other price or other terms; provided, further, that if the sale to a third person is not closed within three months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Member of the Company in accordance with the provisions of Section 8.2, the acquiring Member shall have the sole and exclusive right to assigned any interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel, selected by unanimous written consent of the Members, to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members. Any controversy or claim arising out of or relating to this clause, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until the remaining members determines to admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote or consent to any action by the Company.. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Member, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member. The Company will make available to any transferee sufficient financial information for appraisal, tax, or other purposes.

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 Regardless of whether or not the death of a Member occurs, the value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on **Schedule 3** attached and made a part of this Agreement. The value of each Member's Interest will be re-determined annually, unless the Members unanimously decide to re-determine those values more frequently. Future annual valuations will be based on valuations provided by 3<sup>rd</sup> party CPA's using an appropriate method for determining current fair market value. The Members will use their best efforts to endorse those values on **Schedule 3**. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member. In the event that the latest valuation is more than two years before the death of the deceased Member, a 3<sup>rd</sup> party CPA will be used to re-determine the

company value at such a time using some formula that appropriately identifies the current fair market value of the company. In the event that a member disputes the value provided by the 3<sup>rd</sup> party CPA, a second CPA will be hired to value the company. The average value from the two CPA's will be the proposed valuation for the company. If there is still disagreement among Members regarding the valuation of the company, a 3<sup>rd</sup> CPA may be brought in to value the company and the same procedure will control (average of 3 CPA valuations will be company valuation). Each Member/Entity of the company has the right to request their own CPA valuation in the event that the members disagree upon any 3<sup>rd</sup> party CPA valuation, or average CPA valuation, that is to be used for determining the present fair market value of each Member's interest. Any controversy or claim arising out of or relating to this clause, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 8.5.2 [intentionally omitted]

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Member has the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal sequential annual installments. The first installment payment is to be made no later than 1 year following the death of a member. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal

representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Member will increase proportionately to their then-existing Ownership Interests.

## **SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY**

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, such as a Member's breach of the fiduciary duties, including but not limited to breach of the duty of loyalty, breach of the duty of care, breach of the duty of good faith and fair dealing, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To the payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3. All members agree that in the event of dissolution/winding-up, JKC-MTC LLC will have priority in the disbursement of capital from the Company until JKC-MTC LLC's original investment of \$700,000.00 is recouped. This priority will expire once JKC-MTC LLC has realized that 100% return on investment.

9.3 Loss or Suspension of License. In the event that a Company license to operate a Marijuana Establishment has been lost or suspended for greater than 1 year, JKC-MTC LLC will be at their discretion entitled to return of any investment funds not yet used for reasonable business expenses out of their initial \$700,000.00 investment.

9.4 Loss or Suspension of License – No Expense of Capital. No capital will be expensed without 95.1% vote of Members if a license is lost or suspended for any period of time. This provision shall expire once JKC-MTC LLC has recouped its original investment of \$700,000.00.

## **SECTION 10. GENERAL PROVISIONS**

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on unanimous consent of the non-proposing Members. Any controversy or claim arising out of or relating to this clause, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce this Agreement, the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is

the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided. Any controversy or claim arising out of or relating to this clause, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members. Electronic Mail will constitute sufficient written notice unless a member gives the managing member written notice that all further communications must be via hand-delivery or mail, such consent to electronic mail notice to be unreasonably withheld.

10.9 Miscellaneous. JKC-MTC LLC acknowledge that they are waiving a provision contained in a prior version of this operating agreement for the fair consideration of exemption from the dilution event to make room for new members during this operating agreement amendment. JKC-MTC LLC agrees that it has been advised to speak to private counsel regarding this waiver, and has assented to the removal of the provision for the aforementioned consideration.

10.10 Acknowledgment of Special Allocation to JKC-MTC.

**All Members acknowledge and consent to the terms and conditions of this agreement, including the effect that Section 3.2(b) will have on initial distributions to members until its expiration.**

**Section 3.2(b) shall expire once JKC-MTC LLC receives the equivalent of their initial \$700,000.00 investment through distributions, or JKC-MTC LLC exits the company for any other reason, including sale of all or part of their interest to a 3<sup>rd</sup> party or member.**

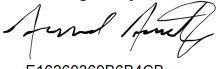
**As of the date of signing, \$353,948.65 of JKC-MTC LLC investment funds remain available to NashMac LLC and will be used for construction and operation of the 678 Adams Street Retail Marijuana Establishment.**

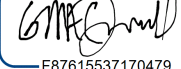
**Members will receive the full value of their distributions based on their equitable interest NashMac LLC in perpetuity following the expiration of Section 3.2(b). Prior to the expiration of Section 3.2(b), member distributions will be adjusted according to the provision of Section 3.2(b).**

[Rest of page left intentionally blank]

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

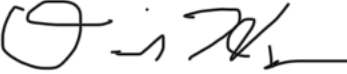
MEMBERS:


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Michael Nashawaty


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Gregory MacDonald


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Shawn Hynes, SD Holdings, Inc.

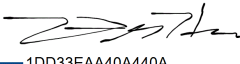
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Dave Hynes, SD Holdings, Inc.

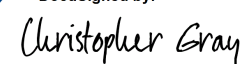
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Jeff Caulfield, JKC-MTC LLC


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Mark Caulfield, JKC-MTC LLC

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Pat Bannon

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Denis Healy

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Joe Sanfilippo

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Chris Gray

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Jerry Bowen

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Bryan Siafakas

**Listing of Members – Schedule 1**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR NASHMAC LLC  
LISTING OF MEMBERS**

Michael Nashawaty  
c/o Nashawaty & Rand  
654 Washington Street, Ste. 100  
Braintree, MA 02184

Pat Bannon  
50 Pleasant Park Road  
Rockland, MA 02370

Dave Hynes  
SD Holdings, Inc.  
613 Pleasant Street  
Weymouth, MA 02189

Denis Healy  
37 Maple Street  
Braintree MA 02184

Shawn Hynes  
SD Holdings, Inc.  
613 Pleasant Street  
Weymouth, MA 02189

Joseph Sanfilippo  
1096 Liberty Street  
Braintree, MA 02184

Gregory MacDonald  
240 Allerton Commons  
Braintree, MA 02184

Christopher Gray  
8 Mamie Road,  
Weymouth MA 02190

Michael Morin  
MIJOMO, LLC  
505 E 3rd St. Unit 3  
Boston, Ma 02127

Jerry Bowen  
179 Minot Street  
Boston, MA 02122

Jeff Caulfield  
JKC-MTC LLC  
85 Federal Avenue  
Quincy, MA 02169

Bryan Siafakas  
8 Rich Road  
Woburn MA 01801

Mark Caulfield  
JKC-MTC LLC  
85 Federal Avenue  
Quincy, MA 02169

**Listing of Capital Contributions – Schedule 2**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR NASHMAC LLC  
CAPITAL CONTRIBUTIONS**

Pursuant to SECTION 2, the Members' initial contribution to the Company capital is stated to be \$17,000,000.00. The description and each individual portion of this initial contribution is as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
Michael Nashawaty	Cannabis Retail, Mfg., and Grow Licensing priority MA Cannabis Comm. \$250.00 LLC formation fee	43.475354%
Dave Hynes SD Holdings, Inc.	\$ 125,000.00 (Capital) \$ 25,000.00 (Loan Availability: 1 year term without interest)	13.95%
Shawn Hynes SD Holdings, Inc.	\$ 125,000.00 (Capital) \$ 25,000.00 (Loan Availability: 1 year term without interest)	13.95%
Gregory MacDonald	Cannabis Retail, Mfg., and Grow Licensing priority per MA Cannabis Comm. \$250.00 LLC formation fee	13.95%
JKC-MTC LLC	\$700,000.00 (Capital)	5.0%
Michael Morin MIJOMO, LLC.	Start-up consulting	4.057%
Denis Healy	\$340,000.00 (Capital)	2.0%
Pat Bannon	\$340,000.00 Private Purchase Equity from Member Michael Nashawaty	2.0%

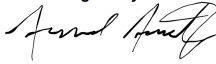
Joseph Sanfilippo	\$100,000.00 Private Purchase Equity from Member Michael Nashawaty	0.588235%
Bryan Siafakas	\$85,000.00 Private Purchase Equity from Member MIJOMO, LLC	0.5%
Christopher Gray	\$50,000.00 Private Purchase Equity from Member Michael Nashawaty	0.294118%
Jerry Bowen	\$40,000.00 Private Purchase Equity from Member Michael Nashawaty	0.235239%
<hr/>		
Total	\$ 17,000,000.00	100%

**Current value of each Members Interest [per execution date] – Schedule 3**

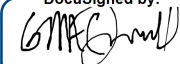
<u>Member</u>	<u>Value</u>
Michael Nashawaty:	\$7,390,810.13
Dave Hynes, SD Holdings, Inc.:	\$2,371,499.96
Shawn Hynes, SD Holdings, Inc.:	\$2,371,499.96
Gregory MacDonald:	\$2,371,499.96
JKC-MTC LLC:	\$850,000.00
Michael Morin, MIJOMO LLC:	\$689,689.99
Denis Healy:	\$340,000.00
Pat Bannon:	\$340,000.00
Joseph Sanfilippo:	\$100,000.00
Bryan Siafakas	\$85,000.00
Christopher Gray:	\$50,000.00
Jerry Bowen:	\$40,000.00

SIGNED AND AGREED this 27<sup>th</sup> day of May, 2022.

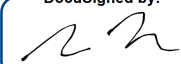
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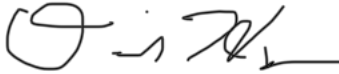
Michael Nashawaty  
39 Hollis Avenue  
Braintree, MA 02814

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Gregory MacDonal  
240 Allerton Commons  
Braintree MA 02184

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Shawn Hynes  
SD Holdings, Inc.  
613 Pleasant Street  
Weymouth, MA 02189



Dave Hynes  
SD Holdings, Inc.  
613 Pleasant Street  
Weymouth, MA 02189

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Jeff Caulfield  
JKC-MTC LLC  
85 Federal Avenue  
Quincy, MA 02169

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Mark Caulfield  
JKC-MTC LLC  
85 Federal Avenue  
Quincy, MA 02169

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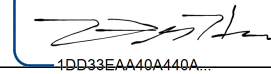


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Michael Morin  
MIJOMO, LLC  
505 E 3rd St. Unit 3  
Boston, Ma 02127

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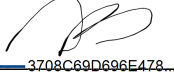


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Denis Healy  
37 Maple Street  
Braintree MA 02184

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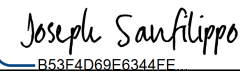


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Pat Bannon  
50 Pleasant Park Road  
Rockland, MA 02370

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Joseph Sanfilippo  
1096 Liberty Street  
Braintree, MA 02184

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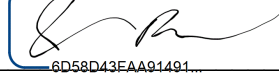


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Christopher Gray  
8 Mamie Road,  
Weymouth MA 02190

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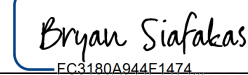


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Jerry Bowen  
179 Minot Street  
Boston, MA 02122

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Bryan Sifakas  
8 Rich Road  
Woburn MA 01801



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NASHMAC LLC  
654 WASHINGTON ST STE 100  
BRAINTREE MA 02184-5775

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, NASHMAC LLC 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 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://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

**N****NASHAWATY & RAND****R**

Attorneys At Law

654 WASHINGTON STREET • BRAINTREE, MA 02184  
TELEPHONE 781-848-8545 • FAX 781-848-2308  
[www.greaterbostonlaw.com](http://www.greaterbostonlaw.com)

June 20, 2022

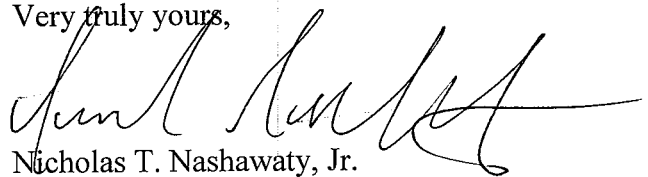
*Via MassCIP portal submission*Cannabis Control Commission  
Licensing Director  
Union Station, 2 Washington Square  
Worcester, MA 01604Re: **Certificate of Good Standing – Department of Unemployment Assistance  
Marijuana Establishment (retail) Application Part 17**

Dear Sir/Madam:

This letter confirms that NashMac LLC, a prospective licensee for a Retail Marijuana Establishment in Abington, Massachusetts, does not currently have any employees, and therefore is unable to register with the Department of Unemployment Assistance.

If you have any questions, please feel free to contact me directly through phone or email. I look forward to working with you to bring this matter to a successful conclusion. Please call me at any time throughout the process if you have any questions or concerns.

Very truly yours,



Nicholas T. Nashawaty, Jr.

**OPERATING AGREEMENT  
OF  
JKC-MTC LLC**

This Operating Agreement (the “Agreement”) of JKC-MTC LLC, a Massachusetts limited liability company (the “Company”), is entered into effective as of December 3, 2021 by and between Jeffrey K. Caulfield and Mark T. Caulfield in their capacity as Managers of the Company (each, a “Manager”, and collectively, the “Managers”).and as the Members (the “Members”).

**WITNESSETH:**

WHEREAS, the Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act (such act, as it may be amended from time to time, the “Act”) pursuant to the filing of a Certificate of Organization on behalf of the Company with the Secretary of State of the Commonwealth of Massachusetts on December 3, 2021 (the “Certificate of Organization”);

WHEREAS, the Company is a member of NASHMAC LLC, a Massachusetts limited liability companies (collectively, “Owner”).

Definitions. The following capitalized terms have the following meanings when used in this Agreement.

“Acceptance Date” means, as to each Member, (I) with respect to the Initial Contribution, the latest date of which: (i) the full Initial Capital Contribution from that Member is received by the Company, and (ii) the date of written acceptance of such Member’s subscription for an Interest by the Manager as evidenced by the insertion of a date of acceptance by the Manager on that Member’s Signature Page and (iii) the date on which the Manager has received and approved all necessary documentation for such Member’s subscription for an Interest; and (II) with respect to any Additional Contribution pursuant to Section 5(d), the date on which the funds in respect of such Capital Contribution are received by the Company.

“Additional Contribution” means a Capital Contribution made by any existing Member or new Member pursuant to Section 5(d).

“Adjusted Capital Account” means, for each Member, such Member’s Capital Account balance increased by such Member’s share of “minimum gain” and of “nonrecourse debt minimum gain” (as determined pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), respectively).

“Adjusted Capital Contribution” means with respect to any Member, the aggregate amount of such Member’s Initial Capital Contributions pursuant to Section 5(a), as of any given point in time, reduced by (i) the amount of cash distributed to such Member, from time to time, pursuant to Section 6, and (ii) the amount of cash distributed to such Member, from time to time, on account of Section 6, pursuant to Section 8 but not increased by any Preferred Equity pursuant to Section 5(d).

“Affiliate” means, with respect to any Person, (i) any Person that directly or indirectly controls, is controlled by, or is under common control with such Person; (ii) any Person that directly or indirectly controls 10% or more of the outstanding equity securities of such Person or of which such Person is directly or indirectly the owner of 10% or more of any class of equity securities; (iii) any Person that is an officer of, director of; partner in, or trustee of, or serves in a similar capacity with respect to, such Person or of which such Person is an officer, director, partner or trustee, or with respect to which such Person serves in a similar capacity; or (iv) any Person that is a member of the immediate family of such Person (“immediate family” as used herein shall mean spouse, mother, father, brother, sister or lineal descendant).

“Agreement” has the meaning given that term in the introductory paragraph.

“Assign” or “assignment” means any form of assignment, transfer, gift, alienation, pledge, sale, or hypothecation.

“Bankruptcy” means with respect to any Person:

- (i) having an order entered for relief with respect to that Person under the Federal Bankruptcy Code,
- (ii) not paying, or admitting in writing that Person’s inability to pay that Person’s debts generally as they become due,
- (iii) making an assignment for the benefit of creditors,
- (iv) applying for, seeking, consenting to, or acquiescing in the appointment of a receiver, custodian, trustee, examiner, liquidator, or similar (v) official for that Person or any substantial part of that Person’s property or failing to cause the discharge of the same within sixty (60) days of such appointment,
- (vi) instituting any proceeding seeking the entry of any order for relief under the Federal Bankruptcy Code to adjudicate that Person bankrupt or insolvent, or failing to cause dismissal of such proceeding within sixty (60) days of the institution thereof, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment, or composition of that Person or that Person’s debts, under any law relating to bankruptcy insolvency, or reorganization or relief of debtors, or failing to file an answer or other pleading denying the material allegations of any such proceeding filed against that Person, or
- (vii) taking any action to authorize or effect any of the foregoing actions or failing to contest in good faith the appointment of a receiver, trustee, examiner, liquidator, or similar official for that Person or any substantial part of that Person’s property.

“Capital Account” means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

- (i) There shall be credited to each Member’s Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the Company, the fair market value (without regard to Code Section 7701(g) of any property contributed by such Member to the capital of the Company, the amount of liabilities of the Company assumed by the Member or to which property distributed to the Member was subject and such Member’s share of the Net Profits of the Company and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member’s Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to Code Section 7701(g) of any property distributed to such Member by the Company, the amount of liabilities of the Member assumed by the Company or to which property contributed by the Member to the Company was subject and such Member’s share of the Net Losses of the Company and of any items in the nature of loss or deduction separately allocated to the Members.
- (ii) In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

“Capital Contributions” means, with respect to any Member, the amount of money and the value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member.

“Carrying Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an election by the Company to revalue its property in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) or upon liquidation of the Company. The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“Certificate” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Massachusetts on the same date herewith.

“Closing Date” means December 3, 2021 or such other date as determined by the Managers in their sole discretion.

“Code” means the Internal Revenue Code of 1986, as amended.

“Initial Contribution” means the Capital Contribution of a Member shown on Exhibit A.

“Manager” (or “Managers”) means the Persons (or each of them) listed in Exhibit A as Manager of the Company.

“Members” (or “Member”) means the Persons (or each of them) listed in Exhibit A as Manager or Members.

“Membership Interests” means the interests in the Company, including without limitation all rights to net profits, net losses, cash distributions and capital or under other provisions of this Agreement.

“Net Cash Flow” means for any period, (1) all cash received by the Company from any source other than Sale Proceeds during such period less (2) the sum of the following for such period: (i) all Company costs and expenses, (ii) any reserves established by the Managers, and (iii) other third party expenses incurred in accordance with this Agreement.

“Net Profits” and “Net Losses” mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Code Section 703(a) computed with the following adjustments:

(a) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Company’s assets (in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets’ adjusted bases for federal income tax purposes;

(b) Any tax-exempt income received by the Company shall be included as an item of gross income;

(c) The amount of any adjustment to the Carrying Value of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code that is required to be reflected in the Capital Accounts of the Members pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;

(d) Any expenditure of the Company described in Code Section 705(a)(2)(B) (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to Treasury Regulations under Code Section 704(b)) shall be treated as a deductible expense;

(e) The amount of items of income, gain, loss or deduction specially allocated to any Members pursuant to Section 4.2 shall not be included in the computation;

(f) The amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in kind to a Member shall be included in the computation as an item of income or loss, respectively; and

(g) The amount of any unrealized gain or unrealized loss with respect to the assets of the Company that is reflected in an adjustment to the Carrying Values of the Company's assets pursuant to clause (ii) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.

"Percentage Interest" means, for any Member at any given point in time, the amount, expressed as a percentage, obtained by dividing such Member's Capital Contributions by the aggregate Capital Contributions of all Members.

"Person" means an individual, partnership, trust, corporation, limited liability company, unincorporated association or any other entity.

"Property" has the meaning set forth in Section 1.

"Sale" means a sale or refinancing by the Company of any interest in the Property.

"Sale Proceeds" means (1) the proceeds of the sale of all or substantially all of the assets of the Company less (2) the sum of the following: (i) all debts and obligations required to be discharged in connection with such sale, (ii) any reserves established by the Manager and (iii) any other unpaid third party expenses incurred in accordance with this Agreement, including without limitation loans from the Manager or its Affiliates.

"Section" means a numbered section of this Agreement, unless otherwise indicated.

"Tax Matters Representative" means the individuals or entity designated by the Manager pursuant to Section 7.3 as the Company's "tax matters representative" for purposes of Section 6231(a)(7) of the Code.

"Taxable Year" means the calendar year.

"Treasury Regulations" means temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Withholding Payment" has the meaning set forth in Section 6.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Formation; Name; and Purpose.
  - (a) The Manager and the Members hereby form the Company under the Act.
  - (b) The name of the Company is "JKC-MTC LLC".

(c) The purpose and business of the Company shall be to own a percentage membership interest in Owner. Owner will acquire, hold, develop, operate, improve, finance, refinance and ultimately resell or otherwise dispose of, either directly or indirectly through one or more subsidiaries, cannabis facilities (the "Property") and engage in any and all activities related to the Property and in such other lawful activities in furtherance of the foregoing provisions of this Section 1 as the Managers, in their sole discretion, shall determine; together with such other activities as may be necessary or advisable in connection with the above purposes, and to transact any and all lawful acts or activities for which a limited liability company may be formed under the laws of the Commonwealth of Massachusetts and to transact any and all lawful business that is incident, necessary, appropriate or directly or indirectly related to the foregoing purposes as determined by the Manager in its sole discretion.

2. Management.

(a) The Managers shall have the exclusive right, subject to the provisions of this Agreement, to manage the business of the Company. The Managers shall have the right to perform all actions necessary, convenient, or incidental to accomplish the purposes of the Company; and shall possess and may enjoy and exercise all the rights and power of a manager as provided in the Act. Any action taken by the Managers shall require at least a two thirds (2/3) vote of the Managers. A quorum for any meeting of the Managers shall be all of the Managers, except to the extent a Manager has delegated in writing his or her right to vote at such meetings to another Manager.

(b) The Manager is specifically authorized to execute, deliver, acknowledge, attest, seal, file, register and record in the name and on behalf of the Company any all agreements, certificates, instruments, or other documents necessary, convenient, or incidental to the accomplishment of the Company. In addition, Joseph J. Brodigan Sr., as an authorized person within the meaning of the Act, has executed, delivered, and caused to be filed certain filings on behalf of the Company with the Secretary of State of the Commonwealth of Massachusetts and the Managers hereby consent to, approve and ratify such filings.

(c) The Members (except to the extent that a Member is a manager of the Company) shall not participate in or have any control over the Company's business, except as required by law. The Members hereby consent to the exercise by the Managers of the power conferred on it by this Agreement. The Members (except to the extent that a Member becomes a manager of the Company) shall not have any authority or right to act for or bind the Company.

(d) All reasonable, documented third-party expenses incurred by the Managers (or any third-party hired by the Manager) shall constitute expenses of the Company. The Managers shall not be required to use their own funds in carrying out any of its responsibilities under this Agreement. In the event that the Managers use their own funds to pay for Company expenses, the Company shall reimburse the Managers within ten (10) days following receipt of evidence of such expenditure made by the Managers out of its own funds. The Company shall also be responsible for entity carrying costs, including any interest on Manager loans or advances. Without limiting the foregoing, to the extent that the Managers and their Affiliates do not contribute the right to reimbursement to the Company in return for a Membership Interest, the Company shall reimburse the Managers and their Affiliates for all reasonable, documented third

party costs and expenses incurred in connection with placing the Property under contract for purchase and/or acquiring the Property, including without limitation option payments and due diligence and legal expenses.

(e) The Managers shall establish and maintain one or more depository accounts (“Company Account(s)”) for funds of the Company at depositories selected by the Managers. All funds of the Company shall be deposited in one of the Company Accounts and used for Company purposes.

(f) The Company shall at all times be entitled to make payments with respect to any Member from the distribution due to the Member in amounts required to discharge any obligation of the Company to withhold or make payments to any governmental authority with respect to any foreign, federal, state or local tax liability of such Member arising as a result of the redemption of such Member’s interest in the Company as determined by the Company’s tax consultant (a “Withholding Payment”). Any Withholding Payment made from funds withheld will be treated as distributed to such Member for all purposes of this Agreement and then paid by the Company as the agent of such Member.

### 3. The Managers.

(a) The fact that the Managers may have or may acquire an interest in any entity, business or property of any kind in which the Company may have or acquire an interest, whether or not any such interest might be of a conflicting nature, shall not bar or disqualify the Managers from acting as such or otherwise limit or affect in any manner to any extent the powers and authority that the Managers would otherwise have hereunder. The Managers shall devote to the affairs of the Company such time as is necessary for the proper performance of its duties. The Managers may receive reimbursement by the Company for reasonable out-of-pocket expenses incurred by the Managers on behalf of the Company in connection with the performance of its business and affairs.

(b) Except in the case of (i) violations of federal or state securities laws, (ii) any intentional criminal wrongdoing, or (iii) conduct that constitutes fraud, willful misconduct or gross negligence, the Managers shall not be liable, responsible or accountable in damages or otherwise to the Company or to the Members for, and the Company shall indemnify the Managers against and save the Managers harmless for any expenses, loss or damage incurred by the Managers by reason of: (i) any act performed or omitted by the Managers within the scope of the authority conferred upon the Managers by this Agreement or otherwise in connection with the Company or its business, (ii) the Manager's failure to perform any act except those expressly required by the terms of this Agreement, or (iii) the Manager's performance or omission to perform any acts on advice of the accountants or legal counsel for the Company. Any indemnity under this Section 3(b) shall be provided out of, and to the extent of, Company assets only.

(c) The Members may engage independently or with other persons in other business ventures of every nature or description and neither the Company nor the Managers shall have any rights in and to such independent ventures or the income or profits derived therefrom.

4. Principal Place of Business. The Company shall maintain its principal place of business at 85 Federal Avenue, Quincy, MA 02169, or such other address as the Managers may, from time to time, determine. The books and records of the Company shall be kept at the principal place of business. The Managers may change the location of the principal place of business of the Company from time to time and shall provide notice thereof to the Members. The Managers may establish other offices of the Company from time to time in such locations as the Managers deem necessary or desirable.

5. Capital Contributions.

(a) The Managers shall not make any initial capital contribution to the Company. The Members shall make an initial capital contribution to the Company as provided in Schedule A. The initial balance in each Member's respective capital account shall be equal to such Member's initial capital contribution as set forth in Exhibit A.

(b) No creditor shall have any right to require additional capital contributions to be made by any Members. No Member shall have any obligation to make any additional capital contribution after such initial capital contribution. No Member shall have any obligation to restore a negative capital account.

(c) Any previously unreturned capital contribution of the Members shall be returned to him upon the termination of the Company or upon his withdrawal, but any such unreturned capital contribution may be returned to him prior to the termination of the Company or withdrawal at the discretion of the Manager.

(d) Loans to the Company. In the event the Manager determines that the Company needs capital in addition to the Initial Contributions, the Managers may arrange for one or more loans to the Company based upon terms deemed commercially reasonable by the Managers. For any such loan made by any Person other than the Managers or their Affiliates an interest rate of no less than four percent (4%) on such loan shall be commercially reasonable. The Managers or their Affiliates may make any such loan; provided, that the interest rate shall be no more than four percent (4%) unless the holders of two thirds of the Percentage Interests shall have consented to a higher interest rate.

6. Allocations and Distributions.

(a) All profits, credits and losses of the Company shall be allocated to the Members in proportion to its Percentage Interest in the Company as provided on Exhibit A. Any such distributions shall be made in the sole discretion of the Managers.

(b) Distributions of Net Cash Flow. Except as provided in Section 6(d) Net Cash Flow shall be distributed, at such times as may be determined by the Managers to and among the Members pro rata in accordance with their respective Percentage Interests.

(c) Distributions of Sale Proceeds. Except as provided in Section 6(d), Sale Proceeds shall be distributed, at such times as may be determined by the Managers, to and among the Members in accordance with the following priorities:

(i) First, to the Members, pro rata in accordance with their respective Adjusted Capital Contributions, until each such Member's Adjusted Capital Contribution is reduced to zero as of the date on which such distribution is made (after giving effect to the distribution);

(ii) Second, to the Members, pro rata in accordance with their respective Percentage Interests.

as of the date on which such distribution is made (after giving effect to the distribution).

(d) Distributions Upon Liquidation. The net proceeds upon liquidation of the Company shall be distributed to the Members in accordance with Section 8.

(e) Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, no distribution under this Article V shall be made to any Member if, after giving effect to such distribution, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than its total liabilities.

7. Substitute Members. A Member shall not have the right to substitute any assignee as a substitute Member of the Company in its place unless the Manager consents to said substitution in writing.

8. Term; Dissolution and Termination. The term of the Company shall begin on the date of the filing of the Certificate and shall continue indefinitely, unless otherwise terminated by this Agreement. Upon any termination or dissolution of the Company, the assets of the Company shall, after satisfaction of all Company debts, be divided among the Members according to their percentage interests in the Company. In the event of dissolution of the Company, liquidation shall occur. The Managers shall supervise the liquidation of the Company unless an act of the Managers dissolved the Company, in which event the Members owning a majority of the Unaffiliated Membership Interests shall appoint a liquidating trustee. In the event of any liquidation of the Company under this Agreement or the Act, the proceeds of liquidating the Company shall be applied and distributed in the following order of priority (each item to be satisfied in full in the order listed below before any of such proceeds are allocated to the subsequent item):

(a) First, to creditors, including Members who are creditors (to the extent not otherwise prohibited by law), in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment therefor), other than liabilities for which reasonable provision for payment has been made and liabilities for interim distributions to Members; then

(b) Second, to the setting up of any reserves which the Managers (or, if applicable, the liquidating trustee) determines to be reasonably necessary for any contingent liabilities of the Company or of any Member arising out of, or in connection with, a Company liability; then

(c) Third, the balance, if any, shall be distributed to the Members in accordance with Section 6(d) , if applicable, and thereafter in accordance with Section 6(b) and Section 6(c), as applicable.

9. Partition. The Members shall have no right to demand or receive property other than cash in return for any contributions. The Members hereby waive any and all rights it may have to cause a dissolution of the Company or to partition Company property.

10. Registered Agent and Office. The registered agent for service of process for the Company in Massachusetts is Mark T. Caulfield, 85 Federal Avenue, Quincy, MA 02169. If the registered agent ceases to act as such or if the registered office address changes, Managers shall promptly designate a replacement registered agent or file a notice of change of address with the Secretary of State of the State of Massachusetts, as the case may be.

11. Tax Matters Representative.

(a) The initial “Tax Matters Representative” shall be the Managers , or such other person who or which becomes the “Tax Matters Representative” pursuant to the terms of this Agreement.

(b) The accounts of the Company may be reviewed, compiled or audited by accountants designated by the Managers if and at such times that the Members may deem it necessary or desirable. The Managers shall cause to be prepared all tax returns required of the Company and in connection with the federal income tax returns, shall make elections under the Code in its discretion on behalf of the Company, and the Tax Matters Representative shall make all decisions relative thereto, as subject to the following:

(i) All elections required or permitted to be made by the Company under the Code shall be made by the Tax Matters Representative. The provisions on limitations of liability of the Managers and Members and indemnification set forth in this Agreement shall be fully applicable to the Tax Matters Representative in his or her capacity as such. The Tax Matters Representative may resign at any time by giving written notice to the Company and each of the other Members. Upon the resignation of the Tax Matters Representative, a new Tax Matters Representative may be elected by the Manager.

(ii) The Tax Matters Representative shall keep all Members reasonably informed of the progress of any tax audits or examinations. The Tax Matters Representative shall have no personal liability arising out of his, her or its good faith performance of his, her or its duties as the Tax Matters Representative hereunder, and the Company shall pay all reasonable costs of the Tax Matters Representative in connection with his, her or its representation of the Company as the Tax Matters Representative.

(iii) For periods to which the Revised Partnership Audit Procedures (adopted under the Bi-Partisan Budget Act of 2015, H.R. 1314) are not applicable (i.e., years beginning on or before December 31, 2017

unless earlier application is elected), the Tax Matters Representative shall have full power and authority to act for the Company and the Members, with all the rights and responsibilities described in Sections 6222 through 6232 of the Code (as in effect prior to their repeal by the Revised Partnership Audit Procedures) and to act in any similar capacity under applicable state, local, or non-U.S. law. The Tax Matters Representative shall take such action as may be necessary to constitute all Members as “notice partners” within the meaning of Section 6231(a)(8) of the Code (for any period to which such provision applies) and any similar capacity under applicable state, local, or non-U.S. law.

(iv) For periods to which the Revised Partnership Audit Procedures are applicable (years beginning after December 31, 2017 or earlier if elected), the Tax Matters Representative shall represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service or with any state, local, or non-U.S. taxing authority. The Tax Matters Representative shall be entitled to take such actions on behalf of the Company in any and all proceedings with the Internal Revenue Service and any other such taxing authority as it reasonably determines to be appropriate, and any such decision made by the Tax Matters Representative shall be binding on the Company and all Members. The Members agree to cooperate in good faith to timely provide information, make elections, and file amended tax returns, all as reasonably requested by the Tax Matters Representative in connection with the Revised Partnership Audit Procedures. The Members acknowledge and agree that, to the extent possible, the Company will elect out of partnership-level tax assessments. If the Company shall make any payments of tax assessments as a result of any dispute, controversy or proceeding described above, (i) the Company shall allocate any such assessment among the current and/or former Members of the Company for the “reviewed year” to which the assessment relates in a manner that reflects the current and/or former Members’ respective Interests in the Company for that reviewed year based on each such Member’s share of such assessment as it would be if the Company amended the tax returns for such reviewed year and such Member incurred the assessment directly (using the tax rates reasonably determined by the Manager to be applicable) and (ii) each current and former Member to which this assessment relates shall pay to the Company such Member’s share of the assessed amounts, including such Member’s share of any additional accrued interest assessed against the Company relating to such Member’s share of the assessed amounts, upon thirty (30) days’ written notice from the Tax Matters Representative requesting the payment. At the reasonable discretion of the Tax Matters Representative, with respect to current Members, the Company may alternatively allow some or all of a Member’s obligation pursuant to the preceding sentence to be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement provided that such application to and reduction of the

distributions shall apply to all current Members having a share of the assessment, pro-rata based on the Members' shares of the assessment.

(v) The provisions contained in this Section 11 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's Interest in the Company.

12. Amendments. This Agreement may be amended by two thirds (2/3) majority vote of the Mangers. Notwithstanding the above, the Manager shall have the authority, without the requirement to obtain written consent of the Members, to amend this Agreement to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal substantive laws of the Commonwealth of Massachusetts.

14. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which, taken together, shall be a single document. Each signing party shall be a party hereto and bound herby whether or not all parties execute this Agreement.

15. **SPECIAL CANNABIS CONTROL COMMISSION PROVISION:**

**Notwithstanding the preceding clauses, JKC-MTC LLC shall not allow, under any circumstances, whether through death, bankruptcy of another member, buyout of membership interest, etc., member Jeffery Caulfield to own more than 49% of company interest, voting rights, or rights to distributions, or rights to profits/losses, for any reason, whether through sale, death of another member, inheritance, gift, or otherwise, without the express written consent of the Cannabis Control Commission, in order to ensure the company is in compliance with representations made by NashMac LLC on its application for a Marijuana Establishment at 678 Adams Street, Abington, MA.**

**In the event the Cannabis Control Commission is unable or unwilling to consent to the request, then any transfer of company interest, voting rights, or rights to distributions shall only become effective upon the**

**express written consent of the Majority in Interest of NashMac LLC (Federal EIN 82-5195312), such consent not to be unreasonably withheld.**

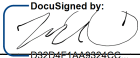
**Moreover, once JKCMTC LLC's 20% advanced payback provision and/or right to special distributions contained in the NashMac LLC Operating agreement is satisfied, waived, or otherwise eliminated, this restriction will no longer remain in effect.**

**This provision is stated in bold lettering and italicized in order to ensure that all members understand that JKC-MTC LLC will only have one member be considered a close associate of NashMac LLC, due to the 20% advanced payback provision. In no circumstance shall member Jeffery Caulfield have a greater than or equal to 50% ownership stake, right to distributions, decision making authority, position of authority, or voting interest in JKC-MTC LLC until it has voluntarily waived its temporary 20% advanced payback provision contained in the NashMac LLC OA, or the conditions allowing the temporary 20% advanced payback provisions have been satisfied in full (conditions being recoupment of initial \$700,000.00 investment in NashMac LLC).**

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

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

**MANAGERS:**

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\_\_\_\_\_  
Jeffrey K. Caulfield

DocuSigned by:  
  
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\_\_\_\_\_  
Mark T. Caulfield

**MEMBERS:**

DocuSigned by:  
  
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\_\_\_\_\_  
Jeffrey K. Caulfield

DocuSigned by:  
  
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Mark T. Caulfield

EXHIBIT ASCHEDULE OF MANAGERS AND MEMBERS

MANAGER	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Jeffrey K. Caulfield	\$0	.0%
Mark T. Caulfield	\$0	.0%
MEMBERS	INITIAL CONTRIBUTION	PERCENTAGE INTEREST
Jeffrey K. Caulfield	\$343,000.00	49%
Mark T. Caulfield	\$357,000.00	51%
Total:	\$700,000.00	100%

**NashMac LLC**

**Business Plan**

December 3, 2021



## **EXECUTIVE SUMMARY**

### **Mission Statement and Message from the Founder and CEO**

NashMac LLC (“NashMac”) is an applicant for a Marijuana Establishment License in the Commonwealth of Massachusetts that is committed to creating a healthy, safe, and clean community environment and that provides well-regulated, tested, high quality cannabis to consumers who are 21 years of age or older.

### **Our Mission:**

NashMac’s objective and mission is to provide a friendly, inviting, and informative retail setting for consumers who are 21 years or older to obtain well-regulated, laboratory-tested, and high quality cannabis and cannabis products.

### **License Types:**

NashMac is applying for a Retail Marijuana Establishment License at 678 Adams Street, Abington MA 02184.

### **Company Goals:**

- 1) Providing customers 21 years of age or older with an assortment of well-regulated, laboratory-tested, high quality cannabis and cannabis products;
- 2) Assisting the local community with offsetting incidental costs associated with NashMac’s operation within its community;
- 3) Hiring employees and contractors from within the Abington community;
- 4) Hiring employees and contractors from communities that the Cannabis Control Commission has identified as disproportionately impacted by the war on drugs;
- 5) Hiring a diverse and socially representative team of employees and contractors;
- 6) Empowering up-and-coming entrepreneurs through hiring, training, and collaborations;  
and
- 7) Running an environmentally friendly Marijuana Establishment.

## **TEAM**

### **Overview:**

NashMac has assembled a team of local South Shore residents to carry out the operations of the Marijuana Establishment. NashMac seeks to hire between 20 and 50 full time & part time employees to run the Marijuana Establishment located at 678 Adams Street, Abington MA. In addition to employment opportunities relating to the retail dispensary, NashMac seeks to offer additional employment opportunities through the expansion of its Adams Street operation to include Delivery, Cultivation, and Manufacturing. No Person or Entity Having Direct or Indirect Control over NashMac is or will be a controlling person with over three licenses in a particular class of license, nor will they be a controlling person with over 100,000 square feet of canopy space for cultivation.

### **Founders:**

Michael Nashawaty, Co-Founder and CEO

Attorney at Nashawaty & Rand located in Braintree, MA.

Experienced Legal Professional with management experience in retail operations, customer service, personnel management, and residential and commercial real estate. Skilled in contract negotiation, business formation and development, daily operations, and legal writing/analysis.

Highly involved in all operations, property interest acquisition, contract negotiations, regulatory comprehension, fundraising, marketing, customer relations, and team-building.

Gregory MacDonald, Co-Founder

Owner and Master Barber at Greg's Barber Shop located in Braintree, MA.

Experienced small-business owner and professional with 15 years of experience in customer relations and the cosmetic services industry. Skilled and knowledgeable in marijuana cultivation, market analytics, daily operations, and management of personnel.

## **COMPANY STRUCTURE, OPERATIONS, SECURITY, AND HOST-COMMUNITY BENEFIT**

NashMac is a Massachusetts domestic limited liability company that is applying for Licensure from the Cannabis Control Commission to operate a Retail Marijuana Establishment at 678 Adams Street, Abington MA 02351.

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

### Operations

NashMac will establish inventory controls and procedures for the purpose of conducting inventory reviews and comprehensive inventories of stored marijuana and marijuana products. NashMac will conduct monthly inventory of stored marijuana. NashMac will conduct annual inventories of stored marijuana.

NashMac will track all marijuana from seed to sale, including seeds, clones, plants, and manufactured products using Metric and in a form and manner approved by the Commission.

No marijuana or marijuana products will be sold or otherwise marketed for adult use that have not first been Independently Tested by a Laboratory licensed by the Cannabis Control Commission, except as allowed under 935 CMR 500.000.

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

NashMac will obtain and maintain general liability insurance coverage for no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000.00 per occurrence. If adequate coverage is not available at a reasonable rate, NashMac will place in escrow at least \$250,000.00 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days from any expenditure. NashMac will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

As part of its plan for operations and application for licensure, NashMac will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15). Prior to commencing operations, NashMac will provide proof of having obtained a surety bond in an amount reasonably required to ensure payment of any costs incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or if NashMac ceases operations. If NashMac is unable to obtain a surety bond, it will place in escrow a sum of no less than \$5,000.00 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow amount will be replenished within 10 business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless NashMac has ceased operations. Documentation of any required replenishment will be immediately sent to the Commission.

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

#### Security

NashMac will hire a professional alarm and security company to design, implement, and monitor a comprehensive security plan to ensure that the facility is safe and secure for employees, its customers, and the local community.

Some key components of NashMac's security system will consist of duress, panic, and holdup alarms connected to local law enforcement for immediate response in the event of a security threat. Perimeter window alarms will also be installed. A failure alert system will be implemented that will notify ownership and executives if any security system failure occurs. Redundant alarm systems will be implemented to ensure the facilities security system stays operational if there is a failure on with the main security system.

Only NashMac registered agents will be allowed access to the facility, in addition to the necessary entry of authorized vendors and contractors. A visitor log will be implemented and utilized to ensure constant records of entries are kept. Visibility requirements will be enforced regarding identification tags for both agents and authorized visitors. NashMac will keep an up to date list of individuals with access authorization at all times.

NashMac intends to have a security guard on site during all business hours. Any loitering will be addressed by security and on-site consumption shall be strictly prohibited.

#### Host Community Benefit

NashMac intends to bring upwards of twenty-five well-paid, good full-time and part-time jobs to the Abington community through this endeavor. NashMac intends to offset any costs that the town may incur from facilitating the retail marijuana dispensary by paying a Community Impact

Fee of 3% gross sales from the facility. In addition to the Community Impact Fee, and local jobs, NashMac will make all reasonable efforts to hire qualified local vendors and contractors. Additionally, NashMac hopes that the commercial tax revenue the town sees through the local tax will have an effect on property taxes for the surrounding residents. NashMac sees an opportunity to bring substantial commercial tax revenue to the Town of Abington which has the potential to ease tax burdens on individuals living in the community. At all times, NashMac will only employ individuals who have had thorough background checks performed by the Cannabis Control Commission, and will ensure that local selectmen, law enforcement and fire departments are given full access to the facility to ensure any potential public nuisances are avoided and/or addressed efficiently.

### Market Conditions

The South Shore of Massachusetts consists of Towns and Cities that have overwhelmingly banned adult-use sales in their respective municipality. NashMac sees an opportunity to add an additional outlet for South Shore residents to purchase high quality, laboratory tested cannabis and cannabis products. NashMac's primary competitors in the area will be Bud's Goods and Provisions and CannaVana. NashMac feels as though it has an advantage over these existing retailers due to two factors: (1) status as an economic empowerment applicant and access to exclusive license types, and (2) location and parking. As an economic empowerment certified business, NashMac seeks to offer an adult-use delivery service from its location as soon as financially practical. Additionally, the lot at 678 Adams Street has more parking than any other local retailer. It has a 10,000+ sq. ft. warehouse on the lot that will allow NashMac to enter into the craft cultivation market when financially practical, as well as to enter the manufacturing market when financially practical. All in all, NashMac hopes to have a full-scale, self-sustaining Marijuana Establishment where product is grown on site, goods are manufactured on site, cannabis is sold through the retail store on site, and the delivery operation is headquartered out of the site. Additionally, NashMac has a unique and charming lot to support this business endeavor with ample parking and an overflow lot in the case of increased peak-traffic. Ultimately, NashMac is confident that it will be able to provide a discrete, safe, comfortable, and pleasant cannabis shopping experience for consumers on the South Shore who may be overwhelmed by the busy and congested atmosphere of competing businesses.

NashMac will sell the following items from its retail dispensary: (1) Flower (Indica, Sativa, and Hybrid), (2) Concentrates, (3) Oil Vaporizers, (4) Infused Food & Beverages, (5) Topicals, (6) Creams and Lotions, (8) Dermal Patches, (9) Tinctures, (10) Tablets and Sublingual Tablets, (11) Sprays, (12) Hash Oils, and (13) Ingestion Capsules. These items will be priced based on wholesale market conditions and NashMac intends to offer competitive pricing on all products offered to the community.

### Company Growth Potential

Customer service, branding, equity status advantages, and ease-of-access from parking to POS stations will give NashMac a competitive advantage going forward. NashMac has additional properties interests acquired for subsequent retail dispensary openings on the South Shore.

NashMac intends to leverage its exclusive access to the adult-use delivery market to ensure that residents of towns and cities that may have a ban on retail sales will have hopes of being able to obtain well-regulated, laboratory tested marijuana from the comfort of their homes.

With the introduction of the craft cultivation and manufacturing operations, NashMac hopes to brand its products prior to the market being saturated with 3<sup>rd</sup> party brands. NashMac's locally grown and processed Marijuana and Marijuana Products will allow the retail store flexibility to keep COGS down and increase its bottom line. When on-site consumption is allowed, NashMac hopes to enter that market, at 678 Adams Street, Abington MA or elsewhere, and add more brand recognition to its portfolio.

NashMac will engage in reasonable marketing, advertising, and branding practices that do not jeopardize public health, welfare, safety of the general public, or promote diversion of marijuana. NashMac will also remain vigilant to ensure that marijuana use by individuals under 21 years of shall not flow from its operations. Educational courses for adults over the age of 21 will be provided periodically to allow individuals who are not experienced in marijuana consumption can learn about the plant, the psychoactive effects, and the healing benefits that marijuana can bring to those looking for alternative forms of therapy. In addition, all products will be conspicuously labeled on its face with the requisite labeling requirements such as "Please Consume Responsibly" (where applicable), "This product has not been analyzed or approved by the Food and Drug Administration" (where applicable), "KEEP THIS PRODUCT AWAY FROM CHILDREN", "There is limited information on the side effects of using this product, and there may be associated health risks", "Marijuana use during pregnancy and breast-feeding may pose potential harms", "It is against the law to drive or operate machinery when under the influence of this product", "There may be health risks associated with consumption of this product", "Marijuana can impair concentration, coordination, and judgment", "The impairment effects of edible marijuana may be delayed by two hours or more", "In case of accidental ingestion, contact poison control hotline 1-800-22-1222 or 9-1-1", and "This product may be illegal outside of Massachusetts." All products will be sold using tamper-proof, child resistant packaging. No logo's will mirror the logo's of popular children's characters/designs, nor will they be packaged and sold in such a way to appear similar to well-known cannabis-free candy, food, and/or beverages. The goal of NashMac's retail operation is to sell products that will not be attractive to minors.

No advertising will take place at locations or events where 85% of the audience is not reasonably expected to be above the age of 21 years old, as determined by accurate, current audience composition data. Communication with 21+ customers shall be done through any of the following: Website, Blog, Cannabis discovery networks, Social Media Platforms, and opt-in direct communications.

NashMac will have a catalogue of products available on its website and other marketing devices, as well as in menu's and pamphlets located at the Marijuana Establishment.

Any edibles sold by NashMac will be at the maximum prescribed potency set by the Cannabis Control Commission, and if the total potency of the purchased unit exceeds that amount, it will

be clearly delineated into individual servings which shall be no higher than the individual potency limit. All products sold using this method will be clearly affixed with a label stating “INCLUDES MULTIPLE SERVINGS” in no smaller than ten-point times-new-roman or a similarly legible font. No multiple serving beverages will be sold. All multiple-serving marijuana edible packages will be marked, stamped, and otherwise imprinted with the symbol issued by the Cannabis Control Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product exceed five (5) milligrams of delta-nine tetrahydrocannabinol.

#### Logo and D/B/A



NashMac has developed a logo to be used in labeling, signage, and other materials including distributed materials and letterhead. The logo is unassuming, discreet, and does not use images of marijuana, related paraphernalia, medical symbols, or colloquial references to cannabis or marijuana.

NashMac has considered doing business as “The Barn”, as the structure of the facility at 678 Adams Street, Abington MA has a rural, barn type feel. We feel as though the opportunity to brand ourselves as a local, agriculturally centered Marijuana Establishment is a good direction for the company. In the event a D/B/A is not used, the Retail Marijuana Establishment will operated under the name “NashMac LLC.”

#### Projections

Based on the average retail store revenue of ~8,000,000.00/year, NashMac hopes to exceed this by entering a less saturated market (South Shore of Massachusetts). NashMac feels as though its Abington retail operation can support business of upwards of ~15,000,000.00/year revenues. Once the 678 Adams Street facility is licensed for Delivery, Cultivation, and Manufacturing, NashMac feels as though the yearly revenue of the facility will be upwards of ~40,000,000.00/year.

#### Conclusion

By providing an additional outlet for South Shore residents who are 21+ to purchase laboratory tested, well-regulated marijuana and marijuana products, NashMac feels poised to make a lasting impression on the adult-use of cannabis market in Massachusetts for years to come.

**Part 18. PLAN FOR LIABILITY INSURANCE**

NashMac will obtain and maintain general liability insurance coverage for no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000.00 per occurrence. If adequate coverage is not available at a reasonable rate, NashMac will place in escrow at least \$250,000.00 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days from any expenditure. NashMac will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

**Part 19. RESTRICTING ACCESS to age 21 and older**

NashMac LLC will restrict access to the Marijuana Establishment, and only allow entry by customers, vendors, and contractors who are age 21 and older. A professional security team will be contracted to design and implement sufficient safeguards in our operation to ensure compliance with state requirements and to ensure the safety of the community.

In order to ensure compliance with the state requirement that no individuals under the age of 21 years are allowed entry to the facility, NashMac LLC has designed the layout of the facility to allow ingress to the facility only through a secured age-verification vestibule/lobby room. The entry to the facility will lead to a room containing no marijuana or marijuana products. There will be a window where a security guard/officer of the facility will check the individuals ID card, scan the ID card into the Metric system, and only once they have been confirmed as 21+ and had their ID scanned into the Metric system will they be allowed to enter the sales floor. The customers will use a separate door for egress once they have completed their time at the POS station, and the egress door will not require them to re-enter the age verification vestibule/lobby. The customer ingress/egress will be monitored by 24/7 video surveillance that will be accessible by local law enforcement.

Vendors will enter through a separate vendor ingress location. The ingress will lead to a room with no marijuana or marijuana products. The vendor will then have to show proof of identification, including proof that they are 21 years of age or older, before they will be allowed through the key-code/key-card access door into our processing room/vault area to unload and weigh any products that require weighing. They will use the same means of ingress as the egress to the facility. The vendor ingress/egress door will be secured with key card entry (or some other lock mechanism that is recommended by our professional security consultant team), and monitored with 24/7 video surveillance that will be accessible by local law enforcement.

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

Pursuant to 935 CMR 500.105(4), NashMac LLC will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21, nor will NashMac engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. NashMac will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic,

caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly." Pursuant to 935 CMR 500.105(6)(b), NashMac packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. NashMac's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## **Part 19. PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### Overview

NashMac LLC (“NashMac”) will securely compile and maintain up-to-date personnel records, including registration status and background check records. NashMac will keep, at a minimum, the following personnel records:

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

### Agent Personnel Records

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

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

## Agent Background Checks

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

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, NashMac will consider:

- All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, NashMac will:

- Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
- Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, NashMac will consider the following factors: (a) Time since the offense or incident; (b) Age of the subject at the time of the offense or incident; (c) Nature and specific circumstances of the offense or incident; (d) Sentence imposed and length, if any, of incarceration, if criminal; (e) Penalty or discipline imposed, including damages awarded, if civil or administrative; (f) Relationship of offense or incident to nature of work to be performed; (g) Number of offenses or incidents; (h) Whether offenses or incidents were

committed in association with dependence on drugs or alcohol from which the subject has since recovered; (i) If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and (j) Any other relevant information, including information submitted by the subject.

- Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

References provided by the agent will be verified at the time of hire.

As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by NashMac or the Commission.

### Personnel Policies and Training

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

NashMac will have a policy for the immediate dismissal of any dispensary agent who has either (a) Diverted marijuana, which will be reported the Police Department and to the Commission; (b) Engaged in unsafe practices with regard to NashMac operations, which will be reported to the Commission; or (c) 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.

## **Part 19. RECORD KEEPING PROCEDURES**

NashMac LLC will restrict access to the Marijuana Establishment, and only allow entry by customers, vendors, and contractors who are age 21 and older.

NashMac LLC will hire a professional alarm and security company to design, implement, and monitor a comprehensive security plan to ensure that the facility is safe and secure for employees, its customers, and the local community.

NashMac LLC will keep comprehensive records of the Retail Marijuana Establishment that will be available for inspection by the Commission. NashMac will maintain all records in accordance with generally accepted accounting principles.

NashMac will maintain the following records that are required and are subject to inspection, including but not limited to all records required in any section of 935 CMR 500.000, as well as (1) Written operating procedures as required by 935 CMR 500.105(1), (2) Inventory records as required by 935 CMR 500.105(8), (3) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e), as well as the following personnel records:

- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- b. A record for each Marijuana Establishment Agent, to be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment. These Agent records will include: (a) 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 taken; and (g) notice of completed responsible vendor and eight-hour related duty training.

NashMac will also maintain records of (a) a staffing plan that demonstrates accessible business hours, (b) personnel policies and procedures, and (c) all background check reports obtained in accordance with 935 CMR 500.030.

Regarding financial records, NashMac shall maintain a computerized record of all assets and liabilities, all monetary transactions, all books of account, including journals, ledgers, supporting documents, agreements, checks, invoices, and vouchers, all sales records (including quantity, form, and cost of said products), and all salary, wages, stipends, executive compensation, bonus, benefit, or item of value paid to any employee, owner, or other affiliate of the Marijuana Establishment.

NashMac will also maintain waste disposal records as required under 935 CMR 500.105(12); and shall keep records for greater than two years at the expense of the Marijuana Establishment in a form and location acceptable to the Commission. NashMac will bear all expenses for all requisite recordkeeping.

## **Part 19. MAINTAINING OF FINANCIAL RECORDS**

NashMac LLC's ("NashMac") financial records will be up-to-date, maintained, and accurate in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). This will be ensured through adoption of NashMac's operating policies and procedures. These policies and procedures require that, among other things, confidential information be maintained in a secure place, kept separate from other financial records, and under no circumstance will it be disclosed without written consent of the individual for whom the information applies, or by requirement of a law or court order. A caveat to this is that the Commission shall have access to this information to carry out requisite duties.

Additionally, NashMac will follow all requirements of 935 CMR 500.105(9), including keeping business records available for inspection in accordance with generally acceptable and sound accounting principles. A computerized or manual record will be compiled consisting of all (a) assets and liabilities, (b) monetary transactions, (c) books of account, including journals, ledgers, supporting documentation, agreements, checks, invoices, and vouchers, (d) sales records including but not limited to cost of products, quantity sold, and form sold in, (e) wage and salary information paid to each employee, and (f) stipend, executive compensation, bonus, benefit, or items of value paid to any owner or member of the company.

NashMac will also ensure that all sales recording requirements under 935 CMR 500.140(5) are complied with, including but not limited to: (a) utilizing point-of-sale ("POS") systems approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR, (b) prohibiting the use of software or other methods to manipulate or alter sales data, (c) conducting monthly analysis of equipment and sales data, (d) ensuring the analysis was performed and that information remains in a form that allows Commission inspection upon request, (e) complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements, (f) adopting separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales, (g) maintaining such records that would allow for the Commission and the DOR to audit and examine the POS system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000, (h) the keeping of various additional written business records, (i) compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16), (j) fees paid under 935 CMR 500.005 or any other section of the commissions regulations, and (k) any fines or penalties under 935 CMR 500.360 or any other section of the Commissions regulations.

If NashMac determines that software has been installed for the purpose of alteration or manipulation of sales data or if NashMac discovers other methods have been utilized to manipulate or alter sales data, NashMac will immediately disclose the information to the Commission, cooperate with Commission investigations, and take such other action directed by the Commission to maintain compliance with 935 CMR 500.105.

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

## **Part 19. QUALIFICATIONS AND TRAINING**

NashMac LLC (“NashMac”) will take any and all available steps to satisfy the Cannabis Control Commissions requirements that all employees hired to work will be qualified to work as a marijuana establishment agent and receive extensive training to serve in their respective roles at a NashMac Marijuana Establishment.

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

In line with the provisions of 935 CMR 500.802, NashMac will ensure any employees determined to be unsuitable for registration as a marijuana agent will be terminated from their employment, and NashMac will notify the Cannabis Control Commission within one (1) business day that the agent is no longer associated with the NashMac Marijuana Establishment.

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

At the time of licensure, NashMac will have had all owners, managers, and employees involved in the handling of marijuana attend and completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor.”

All new hires involved in the handling of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling of marijuana will complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

In addition, NashMac will encourage administrative employees who do not handle marijuana to take the “Responsible Vendor” program on a voluntary basis. NashMac’s Responsible Vendor Training Program record compilation will be maintained for at the central office for four (4) years and made available for inspection by the Commission or any other applicable licensing authority.

As part of the Responsible Vendor Training Program, New Leaf’s agents will receive training on

a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

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

- Privacy issues; and
- Prohibited purchases and practices.

**Part 19. ENERGY COMPLIANCE PLAN**

NashMac LLC (“NashMac”) strives to be seen by the Commission as an Energy and Environmental Leader. As such, NashMac plans to immediately implement the following procedures: (a) taking steps to meet or exceed energy and environmental impact goals, (b) taking steps to comply with best management practices for energy use, waste disposal, and environmental impact, (c) implement renewable energy where applicable, up to and including 100% renewable energy.

NashMac will implement a policy and procedure for energy efficiency and conservation focusing on (a) identifying potential energy use reduction opportunities, such as natural lighting, heat recovery ventilation, and other energy efficient measures, including a plan for implementation of such opportunities, (b) consideration of opportunities for renewable energy generation, including, when applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable, (c) strategies to reduce electricity demand (such as lighting schedules, active load management and energy storage), and (d) engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, §21, or through municipal lighting plants.

## **Part 19. QUALITY CONTROL AND TESTING**

NashMac LLC will implement plans for Quality Control, including product testing for contaminants, in compliance with 935 CMR 500.160.

NashMac LLC will not sell or otherwise market for adult use sale any marijuana or marijuana product that has not been tested, or is not capable of being tested, by an Independent Testing Laboratory licensed by the Cannabis Control Commission, except as allowed under 935 CMR 500.000. All products that NashMac markets and/or places for sale in the facility will comply with standards required under 935 CMR 500.160.

All Testing Laboratories used for testing of products sold in NashMac's Retail Marijuana Establishment will be in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH.

NashMac LLC will only sell products that have a statement and seal certifying that the product has been tested for contaminants, and there were no adverse findings, and the date of testing in accordance with M.G.L. c. 95G, §15.

All agents whose job includes contact with marijuana are 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 according to 935 *CMR 500.105(3)*

Hand washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. NashMac shall maintain sufficient space for 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 waste-harboring pests.

All 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. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

NashMac LLC shall maintain adequate water supply sufficient for necessary operations. Plumbing shall be of adequate size and design, and it shall be maintained to carry sufficient quantities of water to required locations throughout the establishment. NashMac LLC shall provide its employees with adequate, readily accessible toilet facilities.

| All results of any testing and quality control done by NashMac will be maintained for no less than one year.

NashMac LLC will also authorize the Commission to carry out its Unannounced Purchase for Purpose of Investigative Testing (Secret Shopper Program) in accordance with 935 CMR 500.301.

NashMac LLC shall retain the records of all Unannounced Purchase for the Purpose of Investigative Testing.

NashMac shall not permit Agents of the establishment to sample products unless allowed by current Commission regulations located in 935 CMR 500.000.

## **Part 19. DIVERSITY PLAN**

### **Diversity Mission**

NashMac LLC's ("NashMac") is a state certified Economic Empowerment applicant. One of the original founders, Michael Nashawaty, enrolled in and graduated from the State of Massachusetts' first cohort of the Social Equity Program. As such, NashMac is a proponent of creating a strong policy of inclusivity and diversity in and around the workplace, seeking to adopt equitable hiring and promotional policies meant to benefit those who have been most disproportionately impacted by the war on drugs.

#### **a. Goals:**

- i. The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q.+ The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, Veterans 7% and L.G.B.T.Q.+ 1%<sup>[1]</sup>.
- ii. It shall be a goal of the Company to offer opportunities for advancement to management and executive positions internally, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement. Specifically, we will include a corresponding program to our operating procedures that is tailored to achieve the following goal: 50% of all new management/executive positions are to be filled by existing employees, to the extent that our workfoce has been previously filled with diverse employees (48.8% women, 20.7% minorities, 12% persons with disabilities, 7% veterans and L.G.B.T.Q.+ 1%). Until the diversity goal of the workplace is met or exceeded, the company shall seek to have 50% of management and executive positions filled by a combination of existing employees and diverse individuals (identified above) who are non-employees.
- iii. The Company shall endeavor to continue to engage with other businesses in its community and elsewhere that are owned and/or operated by minorities, women, veterans, people with disabilities and L.G.B.T.Q.+ Specifically, the company shall tailor a program in which the goal will be to have 25% of engaged businesses and vendors be owned and/or operated by minorities, women, veterans, people with disabilities, and L.G.B.T.Q.+.

#### **b. Programs:**

- i. The Company will post monthly notices for three (3) months during the hiring process of any of its Marijuana Establishments in newspapers of general circulation such as the Brockton Enterprise, and Abington News, and post a notice at the municipal offices in Abington and Braintree for at least three (3) months during the hiring process. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company.

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<sup>[1]</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

- ii. Form a diversity and equality committee to accomplish the goal of being diverse and to promote equitable hiring practices. Specifically, the diversity and equality committee, which will be made up of a group of at least five (5) of the company owners and managers, as well as any hiring/HR department employees, will prioritize hiring of diverse individuals (as noted above), with the goal of internally promoting at least 50% of management and executive positions from internal employees, and if not feasible, to make up the difference in the 50% by hiring individuals identified as coming from Commission-approved areas of diversity (48.8% women, 20.7% minorities, 12% persons with disabilities, 7% veterans and L.G.B.T.Q.+ 1%). ) from outside of the company. The company will also provide monetary incentives for current employees to refer and recruit peers and individuals from diverse backgrounds in an amount no less than \$750.00 per hired referral, and a log will be kept showing which employees were hired through 3<sup>rd</sup> party hiring or through the employee referral program.
- iii. In order to ensure the company has continued engagement with community businesses owned and/or operated by minorities, women, veterans, people with disabilities, and L.G.B.T.Q.+, the company shall require the following:
  1. employee education on diversity and implicit biases;
  2. all of our physical infrastructure will be ADA compliant;
  3. non-business-related activities will acknowledge and celebrate all different sources of our workforce and our community's valuable diversity;
  4. ensure, through all legal means available, that 80% of engaged businesses, contractors, suppliers, and vendors are owned/operated by one or more of the populations identified as a Commission-approved area of diversity:
    - a. 20% women;
    - b. 20% minorities;
    - c. 20% veterans;
    - d. 10% people with disabilities; and
    - e. 10% L.G.B.T.Q.+.

A report shall issue and be reviewed by the diversity committee on a semi-annual basis regarding the stated diversity goals in our 3<sup>rd</sup> party engagement practices.

**c. Measurements:**

- i. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.
- ii. Additionally, this report will include the following metrics:
  1. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license, and this number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within the target demographic groups;

2. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
3. Number of jobs created since initial licensure;
4. Number of and type of information sessions held or participated in with supporting documentation;
5. Number of postings in diverse publications or general publications with supporting documentation; and
6. Number and subject matter of internal trainings held on diversity and equality and the number of employees in attendance.

### **Acknowledgements**

NashMac will adhere to the requirements of 935 CMR 500.105(4) which provides permitted and prohibited advertising, branding, marketing, and sponsorship practices and any training programs or outings organized by NashMac will not violate the Commissions regulations stated in 935 CMR 500.000 generally.