# Massachusetts Cannabis Control Commission

## Marijuana Retailer

General Information:

**License Number:** MR283367

**Original Issued Date:** 08/17/2020

**Issued Date:** 07/14/2022

**Expiration Date:** 08/17/2023

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** New England Craft Cultivators, LLC

**Phone Number:** 508-479-8344 **Email Address:** wes@necraftcultivators.com

**Business Address 1:** 113 George Street **Business Address 2:**

**Business City:** Boston **Business State:** MA **Business Zip Code:** 02119

**Mailing Address 1:** 113 George Street **Mailing Address 2:** c/o Wes Ritchie

**Mailing City:** Boston **Mailing State:** MA **Mailing Zip Code:** 02119

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Lesbian, Gay, Bisexual, and Transgender Owned Business

## PRIORITY APPLICANT

**Priority Applicant:** no

**Priority Applicant Type:** Not a Priority Applicant

**Economic Empowerment Applicant Certification Number:**

**RMD Priority Certification Number:**

## RMD INFORMATION

**Name of RMD:**

**Department of Public Health RMD Registration Number:**

**Operational and Registration Status:**

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

**If no, describe the circumstances below:**

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 50 **Percentage Of Control:** 50

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

**First Name:** Wesley **Last Name:** Ritchie **Suffix:**

**Gender:** Male **User Defined Gender:**

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

**Specify Race or Ethnicity:**

Person with Direct or Indirect Authority 2

**Percentage Of Ownership:** 50 **Percentage Of Control:** 50

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

**First Name:** Ture **Last Name:** Turnbull **Suffix:**

**Gender:** Male **User Defined Gender:**

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

**Specify Race or Ethnicity:**

## ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

## CLOSE ASSOCIATES AND MEMBERS

No records found

## CAPITAL RESOURCES - INDIVIDUALS

No records found

## CAPITAL RESOURCES - ENTITIES

No records found

## BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

**First Name:** Wesley **Last Name:** Ritchie **Suffix:**

**Marijuana Establishment Name:** New England Craft Cultivators, LLC **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Dracut **Marijuana Establishment State:** MA

Individual 2

**First Name:** Ture **Last Name:** Turnbull **Suffix:**

**Marijuana Establishment Name:** New England Craft Cultivators, LLC **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Dracut **Marijuana Establishment State:** MA

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 112-114 Main Street

**Establishment Address 2:** Unit #1

**Establishment City:** Pepperell **Establishment Zip Code:** 01463

**Approximate square footage of the establishment:** 1050 **How many abutters does this property have?:** 19

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

## HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Certification of Host Community Agreement | Signed Pepperell CCC HCA FOrm.pdf | pdf | 5e7153d5d29ad935715932b8 | 03/17/2020 |
| Plan to Remain Compliant with Local Zoning | Plan for Local Zoning Compliance 3.19.20.pdf | pdf | 5e8397f31cdd2e3910a5217b | 03/31/2020 |
| Community Outreach Meeting Documentation | Final_CCC_Attestation_Form_Pepperell.pdf | pdf | 5eb34cb1cb1edf34af2dd237 | 05/06/2020 |

**Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.:** $0.01

## PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Plan for Positive Impact | Pepperell - Amended Plan for Positive Impact 2.pdf | pdf | 5eebe8212989d72512a77359 | 06/18/2020 |

## ADDITIONAL INFORMATION NOTIFICATION

**Notification:**

## INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

**Role:** **Other Role:**

**First Name:** Wesley **Last Name:** Ritchie **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

Individual Background Information 2

**Role:** **Other Role:**

**First Name:** Ture **Last Name:** Turnbull **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

## ENTITY BACKGROUND CHECK INFORMATION

No records found

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Secretary of Commonwealth - Certificate of Good Standing | SoS Good Standing.pdf | pdf | 5e839e09d29ad9357159604c | 03/31/2020 |
| Department of Revenue - Certificate of Good standing | DOR Compliance.pdf | pdf | 5e839fcc554b033566ccfe8d | 03/31/2020 |
| Articles of Organization | NECC Articles of Organization.pdf | pdf | 5e83a0252b97cf38fa375077 | 03/31/2020 |
| Bylaws | NECC Bylaws.pdf | pdf | 5e83a031b3c49635509e9fcf | 03/31/2020 |
| Secretary of Commonwealth - Certificate of | DUA Certificate Good | pdf | 5eb34ecfce51fd2d12e5c7ba | 05/06/2020 |

| | |
|---|---|
| Good Standing | Standing.pdf |

Certificates of Good Standing:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Department of Unemployment Assistance - Certificate of Good standing | Certificate of Compliance 22161119.pdf | pdf | 62a24ab85871d1000888cc2d | 06/09/2022 |
| Department of Revenue - Certificate of Good standing | COG DOR - 06.08.22.pdf | pdf | 62a24ac1eb816b0008787cd6 | 06/09/2022 |
| Secretary of Commonwealth - Certificate of Good Standing | SoS Good Standing 6.1.22.pdf | pdf | 62a24aca5871d1000888ccec | 06/09/2022 |

**Massachusetts Business Identification Number:** 001380107

**Doing-Business-As Name:** Tree House Craft Cannabis

**DBA Registration City:** Pepperell

## BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Business Plan | NECC Business Plan Updated 3.25.20.pdf | pdf | 5e83a1292b97cf38fa37508b | 03/31/2020 |
| Plan for Liability Insurance | Plan for Obtaining Liability Insurance.pdf | pdf | 5e83a13a5f1da0353e2b2458 | 03/31/2020 |
| Proposed Timeline | Renewal.Pepperell.2022 - Proposed Timeline to Become Operational.pdf | pdf | 62a24b7aeb816b0008787eaa | 06/09/2022 |

## 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 and Marijuana Products.pdf | pdf | 5e83a1e1482e703583b7aa0b | 03/31/2020 |
| Prevention of diversion | Plan To Prevent Diversion to Minors.pdf | pdf | 5e83a20f5f1da0353e2b2466 | 03/31/2020 |
| Storage of marijuana | Plan for Storage of Marijuana.pdf | pdf | 5e83a282b7c619391b8b8cf6 | 03/31/2020 |
| Quality control and testing | Quality Control and Testing.pdf | pdf | 5e83a29ed29ad93571596093 | 03/31/2020 |
| Personnel policies including background checks | Personnel Policies Including Background Checks (1).pdf | pdf | 5e83a3e01cdd2e3910a521ee | 03/31/2020 |
| Record Keeping procedures | Record Keeping Procedures.pdf | pdf | 5e83a3e7b7c619391b8b8d07 | 03/31/2020 |
| Qualifications and training | Qualifications and Training.pdf | pdf | 5e83a42e81ed8a355b8d7e07 | 03/31/2020 |
| Transportation of marijuana | Pepperell - Amended Plan for Transportation of Marijuana.pdf | pdf | 5eb35035ddb8c72d53609cb3 | 05/06/2020 |
| Inventory procedures | Pepperell - Amended Inventory Procedures.pdf | pdf | 5eb350e35f1314349d5f7d23 | 05/06/2020 |
| Dispensing procedures | Pepperell - Amended Dispensing Procedures.pdf | pdf | 5eb3530c502f482d4898ef34 | 05/06/2020 |

| | | | | |
|---|---|---|---|---|
| Maintaining of financial records | Pepperell - Amended Plan for Maintaining Financial Records.pdf | pdf | 5eb353a91cd17834bad61ad7 | 05/06/2020 |
| Security plan | Pepperell_-_Updated_Security_Plan_61720.pdf | pdf | 5eebe88d9a439417df7e78ab | 06/18/2020 |
| Restricting Access to age 21 and older | Pepperell - Amended Plan For Restricting Access to 21+ 2.pdf | pdf | 5eebe8b28e2a8b24c9810269 | 06/18/2020 |
| Diversity plan | Pepperell - Amended Diversity Plan 2.pdf | pdf | 5eebe8ef20b47424dbd88fe3 | 06/18/2020 |

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

## ATTESTATIONS

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

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

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

Notification:

I 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 Agree

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 Agree

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## COMPLIANCE WITH POSITIVE IMPACT PLAN

### Progress or Success Goal 1

Description of Progress or Success: GOAL: To model corporate responsibility by charging our senior staff with overseeing and reporting on the outcomes of our cumulative efforts to have a positive impact in areas of disproportionate impact, to assist social equity applicants, and to benefit Massachusetts residents who themselves or their parents have past drug convictions.

PROGRESS As of May 31, 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this fall).

### Progress or Success Goal 2

Description of Progress or Success: GOAL: To create jobs and hire at least 20% of our workforce from areas of disproportionate impact.

PROGRESS: As of May 31 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we

hope to receive our final license this fall).

New England Craft Cultivators is planning to conduct hiring for Pepperell in the coming several months and is committed to meeting this goal.

Progress or Success Goal 3

**Description of Progress or Success:** GOAL: To create jobs for and provide economic opportunity to Massachusetts residents who have past drug convictions, or have family members with past drug convictions, through partnership with service organizations that serve the LGBTQ-community and their families. It is New England Craft Cultivators, LLC's goal to hire 25% of our workforce from this outreach work.

PROGRESS: As of May 31 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this summer).

New England Craft Cultivators is planning to conduct hiring in the coming several months and is committed to meeting this goal.

Progress or Success Goal 4

**Description of Progress or Success:** GOAL: New England Craft Cultivators, LLC sees itself as having a duty to promote and work with Social Equity Applicants. We will seek to send 100% of our job postings to the Cannabis Control Commission's Social Equity Program to recruit qualified applicants directly from the social equity applicant pool with a goal of hiring 20% of our workforce from this applicant pool. We will seek out social equity businesses through our work and offer free advice and technical assistance to no fewer than 5 businesses annually. We seek to serve as an access point for entrepreneurs who are interested in the Social Equity Program by connecting no fewer than 2 entrepreneurs with the application material annually.

PROGRESS: As of May 31 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this summer).

New England Craft Cultivators is planning to conduct a substantial amount of hiring in the coming several months and is committed to meeting this goal and continuing to advertise 100% of our positions through the social equity job portal.

Progress or Success Goal 5

**Description of Progress or Success:** GOAL: To direct local charitable contributions in the form of volunteer time to The Center for Hope and Healing, Inc. in Lowell, MA, which serves areas of disproportionate impact. Our goal is to have at least 90% of our employees' volunteer for 10 hours each annually.

As of May 31, 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this fall). Our volunteer commitment is intended to commence at the time that we commence operations

New England Craft Cultivators is planning to conduct hiring in the coming several months and is committed to meeting this goal.

## COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

**Description of Progress or Success:** We have attached a clean copy, as requested in our request for more information, here.

Goal #1: New England Craft Cultivators, LLC has the goal of intentionally attracting a diverse applicant pool with a minimum of 50% of applicants who identify as members of the recognized diverse populations for our corporate and retail positions.

Progress: As of May 31, 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this fall). We do not have additional documentation besides the narrative, as we are pre-operational with this license.

As the goals relate to our executive team, As of May 31, 2022, the 5 executive team members for New England Craft Cultivators (serving our operating location in Dracut and this upcoming location in Pepperell) have been hired (this includes the two co-founders). Of the executive team, only one member (20%) of our staff identifies as a heterosexual, white man. Two of the team members are women (40%) and three of the team members (60%) identify as LGBTQ (one of the team members identifies as both a woman and LGBTQ).

### Diversity Progress or Success 2

**Description of Progress or Success:** Goal #2: New England Craft Cultivators, LLC will provide advancement opportunities for the above populations in order to create and maintain a diverse workplace and to support the success of minority employees in all protected classifications, including, but not limited to, race, gender, veteran status, disability status, and LGBTQ+ expression. At least 50% of New England Craft Cultivators, LLC's internal promotions and advancements shall be awarded to employees who identify as members of the recognized diverse populations. New England Craft Cultivators, LLC shall make sure that 100% of its employees who identify as minorities, women, veterans, people with disabilities, or LGBTQ+ people will have the opportunity to attend at least one professional development or career advancement event that is fully sponsored and paid for by New England Craft Cultivators, LLC annually. It is the goal of New England Craft Cultivators, LLC to fully sponsor and pay for 50% of said employees to attend a second professional development or career advancement event per year.

Progress: As of May 31, 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this fall). We do not have additional documentation besides the narrative, as we are pre-operational with this license. Please see the attached documents that outline how we're doing at our Dracut store.

### Diversity Progress or Success 3

**Description of Progress or Success:** Goal #3: New England Craft Cultivators, LLC has the goal of hiring 55% (20% LGBTQ, 20% Women, and 15% made up of Minorities, Veterans and People with Disabilities) of its overall employees and its employees who are involved in the operations of the Marijuana Establishment from the above-listed demographics within the first year of operation. New England Craft Cultivators, LLC then seeks to increase that percentage to at least 60% (20% LGBTQ, 20% Women, and 20% made up of Minorities, Veterans and People with Disabilities) of its overall employees and its employees who are involved in the operations of the Marijuana Establishment by the second year of operations. It is our plan to hire at least 20% of our staff who identify as
2
two or more of the following demographic distinctions: (1) Minorities, (2) Women, (3) Veterans, (4) People with disabilities, (5) LGBTQ+ people.

Progress: As of May 31, 2022, the substantial work on this goal has not been completed because we remain pre-operational (although we hope to receive our final license this fall). We do not have additional documentation besides the narrative, as we are pre-operational with this license. Please see the attached documents that outline how we're doing at our Dracut store.

### HOURS OF OPERATION

| | |
|---|---|
| **Monday From:** 8:00 AM | **Monday To:** 10:00 PM |
| **Tuesday From:** 8:00 AM | **Tuesday To:** 10:00 PM |
| **Wednesday From:** 8:00 AM | **Wednesday To:** 10:00 PM |
| **Thursday From:** 8:00 AM | **Thursday To:** 10:00 PM |
| **Friday From:** 8:00 AM | **Friday To:** 10:00 PM |
| **Saturday From:** 8:00 AM | **Saturday To:** 10:00 PM |
| **Sunday From:** 10:00 AM | **Sunday To:** 7:00 PM |

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

# Host Community Agreement Certification Form

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

**Applicant**

I, Wesley Ritchie, (*insert name*) certify as an authorized representative of New England Craft Cultivators, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Pepperell (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 9, 2020 (*insert date*).

Signature of Authorized Representative of Applicant

**Host Community**

I, Andrew MacLean, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Pepperell (*insert name of host community*) to certify that the applicant and Town of Pepperell (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on MARCH 9, 2020 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

**Plan to Remain Compliant with Local Ordinances**

Property Address: 112-114 Main Street, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

I. Local Codes, Ordinances and Bylaws for Marijuana Establishments in Pepperell
   a. Attached is Appendix A, which is a copy of the Town of Pepperell's marijuana zoning bylaws. These bylaws were adopted at the Town of Pepperell's Annual Town Meeting on May 6, 2019.
   b. Attached is Appendix B, which is a copy of the property record for 112-114 Main Street, where New England Craft Cultivators is proposing its marijuana retail establishment.

II. **The Identification of the appropriate zoning district of the proposed address**: As you can see from Attachments A, marijuana retail establishments are permitted in either Commercial OR Industrial districts. As you can see from Attachment B, our location of 112-114 Main Street, Pepperell is located in a Commercial district. **Therefore, our proposed address is located in the appropriate zoning district.**

III. **Identification of the appropriate permits that are required, if any, and the timing and frequency of obtaining and renewing such permits**: In order to operate a marijuana retail establishment in Pepperell, a Special Permit is required. The Planning Board is the Special Permit Granting Authority for the Town of Pepperell.
   a. New England Craft Cultivators, LLC, is planning to apply for its special permit in early 2020. As one of only two companies that have been granted marijuana retail Host Community Agreements, we are one of only two companies who are eligible to apply for the special permit (see Appendix A, section 6650). The town of Pepperell is only granting two Host Community Agreements, and they are allowing up to two marijuana retail establishments (see: Appendix A, section 6640.5 and section 6650). Both Host Community Agreements have been granted, and one of the two granted is to New England Craft Cultivators, LLC.
   b. Renewal of the special permit is governed by the regulations attached as Appendix A, specifically sections 6660 and 6670.
      i. Section 6660 holds: "*A special permit granted under this Section shall have a term limited to no longer than the duration of the applicant's ownership or lease of the premises to be used for the Marijuana Establishment.*" New England Craft Cultivators, LLC has a 3-year lease with several options to renew the lease. We expect to renew the special permit at the conclusion of the initial 3-year term with the Pepperell Planning Board.
      ii. Section 6670 holds: "*A special permit shall lapse if a final license has not been issued by the CCC pursuant to CMR 500.103 within one year of issuance of the special permit. The SPGA may grant an extension if the applicant demonstrates that, despite diligent effort, circumstances*

*beyond its control have prevented the issuance of a final license and further demonstrates to the satisfaction of the SPGA that issuance of a final license is forthcoming*." In the event that licensure has not been obtained by the Cannabis Control Commission within one year of New England Craft Cultivators, LLC's receipt of special permit, New England Craft Cultivators shall apply for an extension.

IV. New England Craft Cultivators, LLC has held or appeared at several meetings with the Town of Pepperell Relevant to Local Compliance. These meetings all included discussions about New England Craft Cultivators LLC's plans to obtain local zoning approval. These include:

a. Introductory Meeting: This meeting was held at Pepperell Town Hall on January 6, 2020 and included New England Craft Cultivators, LLC as well as the Town of Pepperell Town Manager, Police Chief, Planning Director and other parties from the town.
b. Tour of Facility: This meeting was held on January 6, 2020 at our proposed location at 112-114 Main Street in Pepperell and included New England Craft Cultivators, LLC as well as the Town of Pepperell Police Chief and Planning Director.
c. Meeting with Planning Board: This meeting was held on January 27, 2020 and included New England Craft Cultivators, LLC and all members of the Town of Pepperell Planning Board who were present for the Planning Board's regularly scheduled meeting.
d. Meeting with Board of Selectmen: This meeting was held on February 10, 2020 and included New England Craft Cultivators, LLC and all members of the Town of Pepperell Board of Selectmen during the Board of Selectmen's regularly scheduled meeting.
e. Meeting #2 with Board of Selectmen: This meeting was held on March 9, 2020 and included New England Craft Cultivators, LLC and all members of the Town of Pepperell Board of Selectmen during the Board of Selectmen's regularly scheduled meeting. At this meeting, New England Craft Cultivators, LLC and the Board of Selectmen signed the Host Community Agreement for New England Craft Cultivators, LLC's proposed location at 112-114 Main Street in Pepperell.

V. The Town of Pepperell has an additional 14 application requirements set forth in Appendix A Section 6650 (a-n). Below are the additional 14 application requirements and the New England Craft Cultivators, LLC **plan for all steps taken with municipal departments or officials regarding local rules and permitting requirements**.

a. The name and address of each owner and operator of the establishment
    i. New England Craft Cultivators, LLC has completed this step.
b. A copy of an approved Host Community Agreement
    i. New England Craft Cultivators, LLC has completed this step.
c. Copies of all required licenses and permits issued to the applicant by the CCC and any other governmental agencies having jurisdiction for the establishment;

provided that approval of a Special Permit may be conditioned upon receipt of a final license from the CCC

    i. New England Craft Cultivators, LLC is in the process of licensing with the CCC and when all licenses are provided they will be transmitted to the appropriate boards and committees.

d. Evidence of the applicant's right to use the proposed site of the establishment for the establishment, such as purchase and sale agreement, deed, owner's authorization, or lease
    i. New England Craft Cultivators, LLC has completed this step.
e. A notarized statement signed by the Marijuana Establishment organization's chief executive officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, and other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all individual persons associated with the entity as set forth above.
    i. New England Craft Cultivators, LLC is in the process for completing this step and it will be completed by the time we apply for our special permit with the Town of Pepperell.
f. A letter from the Town of Pepperell Police Chief, or designee, acknowledging review and approval of the Marijuana Establishment security plan
    i. New England Craft Cultivators, LLC has transmitted our security plan to the Town of Pepperell Police Chief and have requested formal approval of the security plan. We have conducted a site visit with the Police Chief as part of obtaining his or his designee's approval.
g. Proof of liability insurance coverage or maintenance of an escrow as required in 935 CMR 500.105
    i. New England Craft Cultivators, LLC has provided to the CCC our plan for obtaining liability insurance and will have liability insurance coverage in place and will meet all requirements of 935 CMR 500.105.
h. In addition to all application requirements outlined in the Planning Board Rules and Regulations for Special Permits and Site Plan Reviews, details showing all exterior proposed security measures for the Marijuana Establishment including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity
    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit.
i. A detailed floor plan identifying the area available and functional uses (including square footage)
    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit.
j. All signage proposed for the Marijuana Establishment
    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit
k. A pedestrian/vehicular traffic impact study to establish the Marijuana Establishment's impacts at peak demand times, including a line queue plan to

ensure that the movement of pedestrian and/or vehicular traffic, including but not limited to, along the public right of ways will not be unreasonably obstructed;

    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit

l. An odor control plan detailing the specific odor-emitting activities or processes to be conducted on-site; the source of these odors; the locations from which they are emitted from the establishment, the frequency of such odor-emitting activities; the duration of such odor emitting activities; and the administration of odor control measures including maintenance of odor control devices
    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit
m. A management plan including a description of all activities to occur on-site, including all provisions for the delivery of marijuana, marijuana accessories, and Marijuana Products to the Marijuana Establishment and off-site direct delivery
    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit
n. Individual written plans which, at a minimum comply with the requirements of 935 CMR 500, relative to the Marijuana Establishment's operating procedures, marketing and advertising, waste disposal, transportation and delivery of marijuana or Marijuana Products, energy efficiency and conservation, security and alarms and the decommissioning of the Marijuana Establishment, as may be required, including a cost estimate taking into consideration Town oversight and regulatory costs in connection with such decommissioning.
    i. New England Craft Cultivators, LLC will develop and provide this plan to the Planning Board as part of our submission for a special permit

## The following shall be added to Appendix A, Table of Principal Uses.

**Schedule of Use Regulations**

| | RR | TR | RCR | SR | UR | C | I |
|---|---|---|---|---|---|---|---|
| **Marijuana Establishments and other types of licensed marijuana-related business** | | | | | | | |
| Marijuana Cultivator, Tier 1 – Tier 6 | N | N | N | N | N | N | PB |
| Marijuana Product Manufacturer | N | N | N | N | N | N | PB |
| Marijuana Retailer | N | N | N | N | N | PB | PB |
| Marijuana Research Facility or independent testing laboratory | N | N | N | N | N | N | PB |
| Marijuana Transporter | N | N | N | N | N | N | PB |
| Any other type of licensed marijuana-related business | N | N | N | N | N | N | PB |
| On-site consumption of marijuana or Marijuana Products at licensed Marijuana Establishment | N | N | N | N | N | N | N |
| Craft Marijuana Cooperative | N | N | N | N | N | N | PB |
| Marijuana Microbusiness | N | N | N | N | N | N | PB |

### 6600. Adult Use Recreational Marijuana Establishments

### 6610. Purpose.

The purpose of this Section is to provide for the placement of Marijuana Establishments in appropriate places and under conditions in accordance with the provisions of Massachusetts General Laws Chapter 94G, to minimize the adverse impacts of these establishments on adjacent properties, residential neighborhoods, schools and other places where minors congregate by regulating the siting, design, placement, security and safety monitoring, and modification of Marijuana Establishments.

### 6620. Applicability.

Nothing in this Section shall be construed to supersede federal and state laws governing the cultivation, manufacturing, processing, testing, sale and distribution of marijuana. No Marijuana Establishments shall be established except those in compliance with the provisions set forth in this Section. If any provision of this Section, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end the provisions of this Section 6600 are severable.

### 6630. Definitions.

For the purpose of this Section, the following definitions shall apply. In addition, other terms used herein which are defined in said Chapter 94G or the regulations of the Massachusetts Cannabis Control Commission at 935 CMR 500 shall have the meanings given therein.

- ***CCC:*** Massachusetts Cannabis Control Commission established by M.G.L. c. 10, §76, or its designee.

- ***Craft Marijuana Cooperative:*** A Marijuana Cultivator comprised of residents of the Commonwealth and organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the Commonwealth. A cooperative is licensed to cultivate, obtain, manufacture, process, package and brand cannabis or Marijuana Products to transport marijuana to Marijuana Establishments, but not to consumers.

- ***Host Community Agreement:*** An agreement, pursuant to General Laws Chapter 94G, Section 3(d), between a Marijuana Establishment and a municipality setting forth conditions for the operation of the Marijuana Establishment within the municipality, including stipulations of responsibility between the parties, and a community impact fee to the host community.

- ***Marijuana Cultivator:*** An entity licensed by the Commonwealth of Massachusetts to cultivate, process and package marijuana, to deliver marijuana to Marijuana Establishments and to transfer marijuana to other Marijuana Establishments, but not to consumers.

- ***Marijuana Cultivator, Tier 1:*** A Marijuana Cultivator with up to 5,000 square feet of canopy.

- ***Marijuana Cultivator, Tier 2:*** A Marijuana Cultivator with 5,001 to 10,000 square feet of canopy.

- ***Marijuana Cultivator, Tier 3***: A Marijuana Cultivator with 10,001 to 20,000 square feet of canopy.

- ***Marijuana Cultivator, Tier 4:*** A Marijuana Cultivator with 20,001 to 30,000 square feet of canopy.

- ***Marijuana Cultivator, Tier 5:*** A Marijuana Cultivator with 30,001 to 40,000 square feet of canopy.

- ***Marijuana Cultivator, Tier 6:*** A Marijuana Cultivator with 40,001 to 50,000 square feet of canopy.

- ***Marijuana Establishment:*** A Marijuana Cultivator, independent testing laboratory, Marijuana Product Manufacturer, Marijuana Retailer, any other type of licensed marijuana-related business, or any other combination thereof at a single location.
- ***Marijuana Microbusiness:*** A collocated Marijuana Establishment that can be either a Tier 1 Marijuana Cultivator or Marijuana Product Manufacturer or both, in compliance with the operating procedures for each license. A Marijuana Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other Marijuana Establishments.

- ***Marijuana Product Manufacturer:*** An entity licensed to obtain, manufacture, process and package marijuana and Marijuana Products, to deliver marijuana and Marijuana Products to Marijuana

Establishments and to transfer marijuana and Marijuana Products to other Marijuana Establishments, but not to consumers.

- ***Marijuana Products:*** Products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

- ***Marijuana Research Facility:*** An entity licensed to cultivate, purchase or otherwise acquire marijuana for the purpose of conducting research regarding Marijuana Products.

- ***Marijuana Retailer:*** An entity licensed to purchase and deliver marijuana and Marijuana Products from Marijuana Establishments and to deliver, sell or otherwise transfer marijuana and Marijuana Products to Marijuana Establishments and to consumers.

- ***Marijuana Transporter:*** An entity, not otherwise licensed by the CCC, that is licensed to purchase, obtain, and possess cannabis or Marijuana Products solely for the purpose of transporting, temporary storage, sale and distribution to Marijuana Establishments, but not to consumers.

**6640. Permitting.**

A Marijuana Establishment shall not be established without obtaining a Special Permit in accordance with Appendix A, Table of Principal Uses. The Planning Board shall serve as the Special Permit Granting Authority (SPGA). This authority shall ensure strict compliance with this Section. Any such Special Permit issued by the SPGA shall comply with all relevant local, state and federal laws. A Special Permit for a Marijuana Establishment shall be limited to one or more of the uses specified in Appendix A, Table of Principal Uses, as specified by the SPGA. Such a use shall be located only in a zoning district that is designated for such use.

In addition to compliance with M.G.L. c. 94G and 935 CMR 500 *et seq.,* the SPGA may impose reasonable conditions to improve site design, traffic flow, and public safety, and to preserve water quality, significant environmental resources and the community character of the surrounding area including, without limitation, the following:

a) Minimization of the impacts of increased noise and traffic.
b) Imposition of security precautions to protect personnel, consumers, residents and property.
c) Deterring the presence of unauthorized or ineligible persons at or near the Marijuana Establishment.
d) Imposition of measures to prevent diversion of marijuana and Marijuana Products.
e) Conditions related to the design and construction of the establishment to improve safety, security and conformance with community character.
f) Conditions relating to energy efficiency.

No special permit for any Marijuana Establishment shall be issued without major site plan approval having been obtained from the Planning Board pursuant to Planning Board Rules and Regulations for

Special Permits and Site Plan Reviews. In addition to the standards set forth therein, the site plan must meet all dimensional, parking, landscaping, and signage requirements within the Zoning Bylaw.

In addition to the standard requirements for uses requiring a Special Permit, the following shall also apply to all Marijuana Establishments:

**6640.1 Location.**

a) Marijuana Establishments are encouraged to utilize existing vacant buildings where possible.
b) No Marijuana Establishment shall be located within three hundred feet (300') (to be measured in a straight line from the nearest point of the principal building structure in question to the nearest point of the principal building structure where the Marijuana Establishment is or will be located) of a preexisting public or private school (existing at the time the applicant's license application was received by the CCC) providing education in kindergarten or any of grades pre-k to 12.
c) No Marijuana Establishment shall be located on a parcel which is within three hundred feet (300') (to be measured in a straight line from the nearest corner of the principal building structure in question to the nearest corner of the principal building structure where the Marijuana Establishment is or will be located) of a parcel occupied by a day care center or any facility where children commonly congregate. Such a facility is not, however, limited to a building. A "facility where children commonly congregate" includes, but is not limited to, facilities in which children gather for a particular purpose in a structured or scheduled manner, or which are dedicated to use by children, such as playgrounds, youth service programs, day care centers, youth sports facilities, dance schools and gymnastic schools.
d) The SPGA may reduce the distance requirement for non-retail Marijuana Establishments if the SPGA determines that there is no other feasible location alternative.

**6640.2** The hours of operation of Marijuana Establishments shall be set by the SPGA.

**6640.3** A Marijuana Establishment may only conduct or engage in the uses permitted by its definition in this Zoning Bylaw and may not include other businesses or services.

**6640.4** No smoking or consumption of any Marijuana Products shall be permitted on the premises of a Marijuana Establishment. No burning of any Marijuana Products shall be permitted on the premises of a Marijuana Establishment, with the exception of product testing performed at an independent testing laboratory or Marijuana Research Facility.

**6640.5** Consistent with M.G.L. c. 94G, §3(b) (2), the maximum number of Marijuana Establishments in the Town of Pepperell shall be limited as follows:

a) The number of Marijuana Retailers shall not exceed twenty percent (20%) of the number of alcohol licenses issued pursuant to M.G.L. c. 138, §15 for retail sale of alcohol not to be drunk on the premises in the Town of Pepperell, said 20% figure to be rounded up to the next whole number.
b) The number of non-retail Marijuana Establishments shall be limited an aggregate of two (2), one (1) Tier 2 or lower tier Cultivator and one (1) Tier 6 or lower tier Cultivator.

**6640.6** No Marijuana Establishment shall be located inside a building containing residential units, including transient housing such as motels and dormitories.

**6640.7** Marijuana Establishments shall be located within a permanent building and may not be located in a trailer, cargo container, motor vehicle or other similar nonpermanent enclosure.

**6640.8** Marijuana Establishments shall not have drive-through service.

**6640.9** No outside storage of marijuana accessories, marijuana related supplies or promotional materials shall be allowed.

**6640.10** All Marijuana Establishments shall be ventilated in such a manner that:

a) If pesticides, insecticides or other chemicals or products are used in cultivation or processing they must be vented and dispersed into the outside atmosphere so as not to be detectible at any adjoining use or property.
b) No odor from marijuana can be detected by a person with a normal sense of smell at the exterior of the Marijuana Establishment or at any adjoining use or property.

6640.11 Any building or structure containing a Marijuana Establishment shall meet the setback and dimensional controls of the applicable zoning district as specified in this Zoning Bylaw.

## 6650. Application Requirements.

Applications for Special Permits for Marijuana Establishments will be processed in the order that they are filed with the Town. The approval of a Special Permit for any Marijuana Establishment shall require a) the determination of the SPGA that the application meets the requirements stated herein, (b) the SPGA making the findings set forth in Section 6660, and (c) the determination of the SPGA that issuance of the Special Permit will comply with the standards and intent of the Zoning Bylaw. While the SPGA is authorized to approve Special Permits for Marijuana Retailers in an amount up to, but not exceeding 20% of the number of licenses issued within the Town pursuant to M.G.L. c. 138, §15 for the retail sale of alcoholic beverages not to be drunk on the premises, the Zoning Bylaw shall not be construed to obligate the SPGA to approve any particular application for a Special Permit just because the maximum number of Special Permits has not been approved.

In addition to the standard application requirements for Special Permits, applications for a Marijuana Establishment shall include the following:

a) The name and address of each owner and operator of the establishment;
b) A copy of an approved Host Community Agreement;
c) Copies of all required licenses and permits issued to the applicant by the CCC and any other governmental agencies having jurisdiction for the establishment; provided that approval of a Special Permit may be conditioned upon receipt of a final license from the CCC;
d) Evidence of the applicant's right to use the proposed site of the establishment for the establishment, such as purchase and sale agreement, deed, owner's authorization, or lease;
e) A notarized statement signed by the Marijuana Establishment organization's chief executive officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, and other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all individual persons associated with the entity as set forth above.
f) A letter from the Town of Pepperell Police Chief, or designee, acknowledging review and approval of the Marijuana Establishment security plan;

g) Proof of liability insurance coverage or maintenance of an escrow as required in 935 CMR 500.105;
h) In addition to all application requirements outlined in the Planning Board Rules and Regulations for Special Permits and Site Plan Reviews, details showing all exterior proposed security measures for the Marijuana Establishment including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity;
i) A detailed floor plan identifying the area available and functional uses (including square footage);
j) All signage proposed for the Marijuana Establishment;
k) A pedestrian/vehicular traffic impact study to establish the Marijuana Establishment's impacts at peak demand times, including a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic, including but not limited to, along the public right of ways will not be unreasonably obstructed;
l) An odor control plan detailing the specific odor-emitting activities or processes to be conducted on-site; the source of these odors; the locations from which they are emitted from the establishment, the frequency of such odor-emitting activities; the duration of such odor-emitting activities; and the administration of odor control measures including maintenance of odor control devices;
m) A management plan including a description of all activities to occur on-site, including all provisions for the delivery of marijuana, marijuana accessories, and Marijuana Products to the Marijuana Establishment and off-site direct delivery;
n) Individual written plans which, at a minimum comply with the requirements of 935 CMR 500, relative to the Marijuana Establishment's operating procedures, marketing and advertising, waste disposal, transportation and delivery of marijuana or Marijuana Products, energy efficiency and conservation, security and alarms and the decommissioning of the Marijuana Establishment, as may be required, including a cost estimate taking into consideration Town oversight and regulatory costs in connection with such decommissioning.

### 6660. Mandatory findings.

In addition to the standard findings for a Special Permit under Section 9300, the SPGA shall not grant a special permit for a Marijuana Establishment unless it finds that:

a) The establishment is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest, as defined in M.G.L. c. 40A, §11.
b) The applicant demonstrates to the satisfaction of the SPGA that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations;
c) The Marijuana Establishment provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of any cultivated marijuana and Marijuana Products is adequately secured on-site and in delivery operations;
d) The Marijuana Establishment's traffic plan adequately addresses traffic demand, circulation flow, parking and queueing, particularly during peak periods at the establishment, and its impact on neighboring uses, and
e) The applicant has satisfied all of the conditions and requirements set forth in Section 6600.

A special permit granted under this Section shall have a term limited to no longer than the duration of the applicant's ownership or lease of the premises to be used for the Marijuana Establishment. A special

permit may be transferred only with the approval of the SPGA. Transfer shall require an application for an amendment to the special permit, including all information required for an initial application.

### 6670. Abandonment or discontinuance of use.

A special permit shall lapse if a final license has not been issued by the CCC pursuant to CMR 500.103 within one year of issuance of the special permit. The SPGA may grant an extension if the applicant demonstrates that, despite diligent effort, circumstances beyond its control have prevented the issuance of a final license and further demonstrates to the satisfaction of the SPGA that issuance of a final license is forthcoming.

A Marijuana Establishment shall be required to remove from its premises all material, plants, products, equipment and other paraphernalia within six (6) months of ceasing operations. All components of the Marijuana Establishment's security plan, and all required security measures and precautions shall be continued until removal is completed.

# Unofficial Property Record Card - Pepperell, MA

## General Property Data

| | | | |
|---|---|---|---|
| Parcel ID | 23-141-0 | Account Number | |
| Prior Parcel ID | | | |
| Property Owner | PEPPERELL MALL LLC | Property Location | 112 MAIN ST PEPPERELL |
| | | Property Use | SHOPCTR |
| Mailing Address | 9 JONES RD | Most Recent Sale Date | 3/2/2006 |
| | | Legal Reference | 47050-82 |
| City | MIDDLETON | Grantor | JEM PROPERTIES LLC |
| Mailing State | MA Zip 01949-1673 | Sale Price | 1,300,000 |
| ParcelZoning | COM | Land Area | 0.947 acres |

## Current Property Assessment

| Card 1 Value | Building Value | Xtra Features Value | Land Value | Total Value |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |

## Building Description

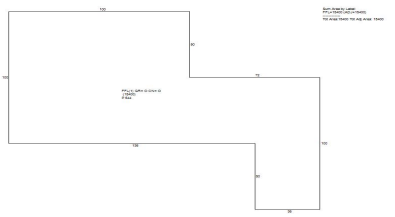
| | | | | | |
|---|---|---|---|---|---|
| Building Style | STRIP MALL | Foundation Type | CONCRETE | Flooring Type | ASPHL TILE |
| # of Living Units | 0 | Frame Type | WOOD | Basement Floor | N/A |
| Year Built | 1962 | Roof Structure | FLAT | Heating Type | FORCED H/A |
| Building Grade | AVERAGE | Roof Cover | MEMBRANE | Heating Fuel | OIL |
| Building Condition | N/A | Siding | STUCCO | Air Conditioning | 100% |
| Finished Area (SF) | 15400 | Interior Walls | DRYWALL | # of Bsmt Garages | 0 |
| Number Rooms | 0 | # of Bedrooms | 0 | # of Full Baths | 0 |
| # of 3/4 Baths | 0 | # of 1/2 Baths | 10 | # of Other Fixtures | 0 |

## Legal Description

## Narrative Description of Property

This property contains 0.947 acres of land mainly classified as SHOPCTR with a(n) STRIP MALL style building, built about 1962 , having STUCCO exterior and MEMBRANE roof cover, with 10 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 10 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

# Community Outreach Meeting Attestation Form

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

I, Wesley Ritchie, (*insert name*) attest as an authorized representative of New England Craft Cultivators, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on February 12, 2020 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 31, 2020 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on January 23, 2020 February 3, 2020 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 27, 2020 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).



Initials of Attester: WR

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



Initials of Attester: WR

Attachment A
Pages: 1



# CLASSIFIEDS

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HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 12:00pm Noon on Wednesday prior, for publication each Friday.

POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

## Public Notice

Town of Ayer
Zoning Board of Appeals
Public Hearing Notice
The Ayer ZBA will conduct a public hearing at 6:05 PM on Wednesday February 19, 2020 at the Ayer Town Hall located at 1 Main Street Ayer, MA 01432 regarding the application by Northeast Material Handling, Inc., 11 Tannery Street, Ayer, MA. Applicant is seeking a variance pursuant to Ayer Zoning Bylaw (2018, as amended October 22, 2018) to allow for the use of the premises for recycling, repurposing of office/warehouse furniture.

January 24 & 31, 2020

## Public Notice

**Commonwealth of Massachusetts**
**The Trial Court**
**Probate and Family Court**
**Docket No. MI20C0066CA**
**Middlesex Probate and Family Court**
**208 Cambridge Street**
**Cambridge, MA 02141**
**(617) 766-5800**
**Notice of Petition for Change of Name**
In the matter of
**Ava Lee Psehoyas**
A petition to Change Name of Minor has been filed by
**Ava Lee Preshoyas of Pepperell, MA**
requesting that the court enter a Decree changing their name to
**Ava Lee Heath**
**IMPORTANT NOTICE**
Any person may appear for purposes of objecting to the petition by filing an appearance at: **Middlesex Probate and Family Court before 10:00 a.m. on the return day of 02/18/2020.** 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. Maureen H Monks,

## Public Notice

**COMMONWEALTH OF MASSACHUSETTS**
**LAND COURT (SEAL)**
**DEPARTMENT OF THE TRIAL COURT**
**19 SM 004716**
**ORDER OF NOTICE**
TO: **Edward M. Vazquez, Kristen A. Vazquez** and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. §3901 et seq.: Partners for Payment Relief DE IV, LLC claiming to have an interest in a Mortgage covering real property in **Townsend**, numbered 148 Fitchburg Rd, given by Edward M. Vazquez and Kristen A. Vazquez to Mortgage Electronic Registration Systems, Inc. solely as nominee for EquiFirst Corporation, dated March 28, 2006, and recorded in Middlesex County (South District) Registry of Deeds, in Book 47176 Page 403, and now held by Plaintiff by assignment, have filed with this court a complaint for determination of Defendants' Servicemembers status. If you now are, or recetly have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before February 24, 2020 or you may lose the opportunity to challenge the foreclosure on thr ground of noncompliance with the Act. WITNESS, Gordon H. Piper, Chief Justice of this Court on January 16, 2020
Attest: Deborah J. Patterson Recorder.

January 31, 2020

## Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 12 th , 2020 at 6PM at the VFW located at 55 Leighton St, Pepperell, MA 01463. The proposed Adult-Use Marijuana Dispensary is anticipated to be located at 112-114 Main Street, Unit 1, Pepperell, MA. There will be an opportunity for the public to ask questions.
New England Craft Cultivators, LLC

January 31, 2020

**NOTICE**
The Shirley Zoning Board of Appeals will conduct a **public hearing at 7:00 p.m. on Monday February 10, 2020 at the Town Office Building, Land Use Conference Room, Second Floor, 7 Keady Way, Shirley MA 01464 regarding the application by Robert & Doris Huxley, 93 Ciark Road, Parcel ID 31-A-1.1.** The applicants are seeking a Special Permit for relief from Protective Zoning Bylaw 2.10.8 to allow for the construction of an accessory building (garage) in a front yard. The property is in the R-2 District.
Leonardo M. Guercio Jr.
Chairman

January 24 & 31, 2020

**(SEAL)**
**THE COMMONWEALTH OF MASSACHUSETTS**
**LAND COURT**
**DEPARTMENT OF THE TRIAL COURT**
**20 SM 000304**
**ORDER OF NOTICE**
To: Amylynn Whetzel; Keeley J. Whetzell and to all persons entitled to the benefit of the Servicemembers Civil

## Public Notice

ADVERTISEMENT TO BID
TOWN OF AYER, MASSACHUSETTS
20DPW07
FY2020 WATER AND DRAIN IMPROVEMENTS
The Town of Ayer DPW is seeking bids for the **"20DPW07- FY2020 Water and Drain Improvements"** project.
Sealed Bids for the General Contract will be received from General Contractors for construction of the **FY2020 Water and Drain Improvements** at the Ayer Department of Public Works **Office, 25 Brook Street, Ayer, MA 01432** until **Thursday February 20th , 2020 2:00 PM** and at that time and place bids will be publicly opened and read aloud.
The work involves the installation of approximately 940 feet of 8-inch ductile iron (DI) water main in High Street from Holmes Street to Winthrop Avenue. The work includes the replacement of water main appurtenances, hydrant assemblies, house service connections, and interconnections with other streets within the limits of work. The drainage work includes replacement of drainage infrastructure and installation of new drainage infrastructure including pipes, appurtenances and catch basins. The time for completion of this contract is 100 calendar days.
The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30, Section 39M. Complete instructions for filing Bids are included in the Instructions to Bidders.
Minimum wage rates as determined by the Commissioner of Department of Workforce Development under the provisions of M.G.L., Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.
An electronic copy of the Contract Documents will be available at https://www.ayer.ma.us/bids .
The Owner reserves the right to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

January 31 2020

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
Premises: 103 Main Street, Unit 15, Butterfield Farms Condominium, Pepperell, Massachusetts
By virtue and in execution of the Power of Sale contained in a certain mortgage given by Timothy J. Bryant to National City Mortgage Co., said mortgage dated June 11, 2003, and recorded in the Middlesex County (Southern) Registry of Deeds, in Book 39557 at Page 410 and now held by New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing by virtue of an assignment from Nationstar Mortgage LLC to New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing dated October 15, 2018 and recorded in Middlesex County (Southern District) Registry of Deeds In Book 71748, Page 241, previously assigned by PNC Bank, National Association formerly known as National City Bank successor in interest of National City Mortgage Co to Nationstar Mortgage LLC by virtue of assignment dated

## Public Notice

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**
By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Michael J. McElman** to Mortgage Electronic Registration Systems, Inc. as nominee for NE Moves Mortgage, LLC dated November 13, 2009, recorded at the Middlesex County (Southern District) Registry of Deeds in Book 53832, Page 275, as affected by 5B affidavit dated July 26, 2019 and recorded on September 13, 2019 in Book 73276 Page 41; said mortgage was then assigned to Massachusetts Housing Finance Agency by virtue of an assignment dated June 5, 2014, and recorded in Book 63741, Page 275; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 12:00 PM on February 19, 2020, on the mortgaged premises. This property has the address of 6 Catacunemaug Road, Shirley, MA 01464. The entire mortgaged premises, all and singular, the premises as described in said mortgage: The land with any buildings or improvements thereon, shown on a plan of land entitled "Land in Shirley, Mass. Surveyed for Woodrow A. & Wanda L. Warren" dated June 1951, prepared by Charles A. Perkins co., Civil Engineers, Clinton, Mass., and recorded with Middlesex South District Registry of Deeds at Book 7974, Page 172; the same being more particularly bounded as follows: Northeasterly by Mt. Henry Rd. a distance of one hundred three and 64/100 (103.64) feet; Southeasterly by land shown to be of Seymour's, Inc., according to said plan, a distance of eighty-nine and 57/100 (89.57) feet; Southwesterly again by Seymour's Inc., a distance of sixty-eight and 74/100 (68.74) feet; Northwesterly by land of Fredricks, according to said plan, a distance of one hundred and 00/100 (100.00) feet; Said Boundaries comprising two parcels, containing 6,382 square feet, more or less and 1,500 square feet, more or less, respectively, according to said plan. Said Mt. Henry Rd. is sometimes otherwise know as Catacunemaug Rd. Intending to convey hereby all of the Mortgagors' right, title and interest in and to the foregoing together with the benefit of all rights, covenants, easements and rights-of-way appurtenant thereto. For my title see deed recorded herewith. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS ($10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: January 16, 2020 Massachusetts Housing Finance Agency By its Attorney DOONAN, GRAVES

## 510 Help Wanted General

**Groton School** is seeking a **year round housecleaner** to work five hours per day, Monday through Friday, with occasional Saturdays. Position includes benefits. Will be responsible for the daily, weekly, monthly, and seasonal cleaning of a private residence. Responsibilities include, but not limited to the general cleaning, polishing, ironing, sweeping and mopping floors and stairs, vacuuming rugs, cleaning and dusting furniture, washing windows and glass, cleaning all bathrooms and kitchens, changing beds, and other responsibilities that help maintain a clean and pleasant environment. This job requires the ability to work individually, attention to detail, physical strength, and the stamina to work long shifts. Candidate should be professional in mindset and must always use discretion. High School degree or equivalent, and previous work experience necessary. Please send all resumes to **jobs@groton.org** and reference "house" in the subject line. Please provide references with your resume.

## 802 Apartments

**2BR Apt. For Rent**
**$1500/month**
Heat & hot water incl.
Close to UML
Call or Email
Nicholas Ntapalis
508-451-5677
nicholasntapalis@hotmail.com

Do you have a

Attachment B
Pages: 3

For Town of Pepperell:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 12th, 2020 at 6PM at the VFW located at 55 Leighton St, Pepperell, MA 01463. The proposed Adult-Use Marijuana Dispensary is anticipated to be located at 112-114 Main Street, Unit 1, Pepperell, MA. There will be an opportunity for the public to ask questions.

New England Craft Cultivators, LLC

Nashoba Valley Voice, January 31, 2020

RECEIVED
FEB 03 2020
Board of Selectman

For Town of Pepperell:

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New England Craft Cultivators, LLC

Nashoba Valley Voice, January 31, 2020

RECEIVED
JAN 24 2020
TOWN OF PEPPERELL
TOWN CLERK

For Town of Pepperell:

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New England Craft Cultivators, LLC

Nashoba Valley Voice, January 31, 2020

TOWN COPY
Received Planning Board
1/24/2020
BM

Attachment C:
Copy of municipal notice that was sent to abutters

For Town of Pepperell:

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New England Craft Cultivators, LLC

Nashoba Valley Voice, January 31, 2020

RECEIVED
FEB 03 2020
Board of Selectman

**Subject:** Request for Cost Information for Renewal
**Date:** Monday, June 20, 2022 at 12:05:42 PM Eastern Daylight Time
**From:** Wes Ritchie
**To:** amaclean@town.pepperell.ma.us

Hey Andrew,

I hope all is well with you!

I am finalizing our Pepperell license renewal request for the Cannabis Control Commission and would like to request the following information, just like I about a year ago.

*Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.*

*The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.*

Whenever you have the chance, could you please provide records of any cost to the city or town reasonably related to the operation of our establishment in Dracut?

Thank you very much,

Wes

**Wes Ritchie**
Co-Founder and Co-CEO
New England Craft Cultivators,
d.b.a Tree House Craft Cannabis

Pronouns: he/him/his
www.visittreehousema.com
(c) 508.479.8344
(e) wes@necraftcultivators.com

**Municipal Cost Documentation**

Property Address: 112-114 Main Street, Pepperell MA
Applicant: New England Craft Cultivators, LLC

New England Craft Cultivators, LLC is pre-operational and therefore has not yet incurred any costs related to the operation of the establishment.

We also attest that we have not received a response from the municipality from our request of the costs.

**Subject:** RE: Request for Cost Information for Renewal
**Date:** Monday, June 20, 2022 at 12:46:57 PM Eastern Daylight Time
**From:** Andrew MacLean
**To:** Wes Ritchie

Wes,
Since you aren't open, we have no direct impacts. We are anticipating local concerns about traffic on Main Street and some people are expressing concerns about illicit drug use/abuse which we would address through K-12 school programming and referrals from our social worker for adult related issues.

Also, your email refers to the operation in Dracut. Did you intend to send this elsewhere?

Thank you,

Andrew MacLean
Town Administrator
Pepperell

---

**From:** Wes Ritchie <Wes@NECraftCultivators.com>
**Sent:** Monday, June 20, 2022 12:06 PM
**To:** Andrew MacLean <AMacLean@town.pepperell.ma.us>
**Subject:** Request for Cost Information for Renewal

Hey Andrew,

I hope all is well with you!

I am finalizing our Pepperell license renewal request for the Cannabis Control Commission and would like to request the following information, just like I about a year ago.

*Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.*

*The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.*

Whenever you have the chance, could you please provide records of any cost to the city or town reasonably related to the operation of our establishment in Dracut?

Thank you very much,

Wes

**Wes Ritchie**
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Pronouns: he/him/his
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(c) 508.479.8344
(e) wes@necraftcultivators.com

**Plan for Positive Impact**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

## INTENT

England Craft Cultivators, LLC recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. New England Craft Cultivators will focus its time and resources investing in people who have faced hardships because of past drug convictions, people who have barriers to entering the cannabis industry, as well as people in the area of disproportionate impact closest to our proposed stores. Lowell, Massachusetts is the area of disproportionate impact that is located closest to both of our proposed marijuana retail establishments in Pepperell and Dracut. New England Craft Cultivators, LLC is committed making positive and lasting contributions to areas of disproportionate impact.

It is our intent from the specific goals, programs and measurements below to have a positive impact in four of the five identified populations of disproportionately harmed people. Our proposed programs are designed to have a positive impact with: (1) Past or present residents of the geographic "areas of disproportionate impact;" (2) Commission-designated Social Equity Program participants; (3) Massachusetts residents who have past drug convictions; and (4) Massachusetts residents with parents or spouses who have drug convictions.

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

## PURPOSE

The purpose of this document is to summarize New England Craft Cultivators, LLC's plan to ensure our business creates positive and lasting impacts on the communities in which it will be involved. New England Craft Cultivators is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. New England Craft Cultivators, LLC will utilize our resources, including time, human capital and monies, to provide assistance to those who may be underserved and/or in need. We will achieve these goals through corporate accountability, intentional outreach, charitable giving, volunteer time and community engagement.

## GOALS, PROGRAMS, AND MEASUREMENTS

New England Craft Cultivators, LLC will implement the following (5) initiatives to assist those communities that have been disproportionately impacted.

<u>Proposed Program #1: Corporate Accountability, Coordination, and Oversight of Impact Opportunities.</u>

GOAL: To model corporate responsibility by charging our senior staff with overseeing and reporting on the outcomes of our cumulative efforts to have a positive impact in areas of disproportionate impact, to assist social equity applicants, and to benefit Massachusetts residents who themselves or their parents have past drug convictions.

PROGRAMS: New England Craft Cultivators, LLC will task a member of its senior leadership team with no less than 50% of their job responsibilities to be committed to keeping community outreach and positive impact at the forefront of our corporate mission. This senior leadership team member will be responsible for facilitating the success of the commitments we make through this plan, to our host communities, and to the people, charities, and other groups we decide to partner with along the way. This person's success is what enables the corporate integration and comprehensiveness of our overall Positive Impact Plan.

MEASUREMENTS: New England Craft Cultivators, LLC will publicly release an annual "impact report" that thoroughly examines and measures our positive impact prior to our annual license renewal. This report will be released through our social media channels, to the towns of our marijuana retail establishment, to the cannabis control commission, and likely to our customers as well. This person will be successful in their position also by continually identifying opportunities for partnerships that are consistent with our plans and our values. We will report and track the requests our company receives and report on the outcomes of those requests.

Proposed Program #2: Creating Jobs in Areas of Disproportionate Impact

GOAL: To create jobs and hire at least 20% of our workforce from areas of disproportionate impact.

PROGRAMS: New England Craft Cultivators, LLC believes that the recreational cannabis industry in Massachusetts will drive economic growth for the state by increasing overall job creation and taxable revenue. New England Craft Cultivators, LLC will work diligently to attract and hire local qualified talent from areas of disproportionate impact in Lowell, or individuals who have been disproportionately harmed by marijuana prohibition in Pepperell and Dracut. These individuals will be given priority in the hiring process for open positions of employment. Senior leadership and management of New England Craft Cultivators, LLC will attend community job fairs, at least one annually, in Lowell with the intent of garnering employment interest and applications from residents in areas of disproportionate impact. If permissible under 935 CMR 500.105(4)(b), senior leadership and management will post employment opportunity advertisements in Lowell newspapers to attract a variety of local job applicant interest. New England Craft Cultivators, LLC 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.

MEASUREMENTS: New England Craft Cultivators, LLC will track the number of community job fairs attended in Lowell, at least one annually, and the number of employees hired that are past or present residents of areas of the geographic "areas of disproportionate impact" as defined by the Commission. It is our goal that 20% of our workforce are past or present residents of areas of disproportionate impact. These records will allow New England Craft Cultivators, LLC to demonstrate progress toward its goals to the Commission upon the annual renewal of its license. These metrics will be outlined in a comprehensive report that will be completed prior to our annual license renewal to the Cannabis Control Commission.

Proposed Program #3: Creating Jobs for LGBTQ People and Their Families Who Have Past Drug Convictions

GOAL: To create jobs for and provide economic opportunity to Massachusetts residents who have past drug convictions, or have family members with past drug convictions, through partnership with service organizations that serve the LGBTQ-community and their families. It is New England Craft Cultivators, LLC's goal to hire 25% of our workforce from this outreach work.

PROGRAMS: New England Craft Cultivators, LLC intents to construct its own outreach program that is focused on recruiting and training people with past drug convictions who identify as LGBTQ and their family members, to work at our marijuana retail establishments. We will give hiring preference to people who come through this network, and other LGBTQ identified people and their family member who have past drug convictions. LGBTQ-identified people more likely to be incarcerated than non-LGBTQ people. Like the general population, many LGBTQ people have been incarcerated for drug crimes. Accordingly, we plan to partner specifically with the County Sheriff's from Middlesex, Essex and Suffolk Counties, and existing organizations to do outreach and build a pipeline from prisons to jobs. New England Craft Cultivators, LLC plans to reach out to organizations like "Black and Pink" which has a chapter in Massachusetts and is primarily focused on supporting LGBTQ people while they are incarcerated and after incarceration.

MEASUREMENTS: New England Craft Cultivators, LLC is aiming to hit our goal of hiring 25% of our workforce from this outreach work. New England Craft Cultivators, LLC will have a goal of reaching out to each of the county sheriff's departments identified in this proposal by the time of opening and reaching out to relevant organizations also by the time of opening. Additionally, New England Craft Cultivators will regularly post all staff recruitment offerings with organizations that serve or are likely to serve people who have past drug convictions. New England Craft Cultivators, LLC will keep all records of these job postings and outreached efforts. These records will allow New England Craft Cultivators, LLC to demonstrate progress toward its goals to the Commission upon the annual renewal of its license. These metrics will be outlined in a comprehensive report that will be completed prior to our annual license renewal to the Cannabis Control Commission.

Proposed Program #4: A Corporate Duty to Promote and Work with Social Equity Applicants

GOAL: New England Craft Cultivators, LLC sees itself as having a duty to promote and work with Social Equity Applicants. We will seek to send 100% of our job postings to the Cannabis Control Commission's Social Equity Program to recruit qualified applicants directly from the social equity applicant pool with a goal of hiring 20% of our workforce from this applicant pool. We will seek out social equity businesses through our work and offer free advice and technical assistance to no fewer than 5 businesses annually. We seek to serve as an access point for entrepreneurs who are interested in the Social Equity Program by connecting no fewer than 2 entrepreneurs with the application material annually.

PROGRAMS: To serve as an access point for entrepreneurs who are interested in entering the industry, New England Craft Cultivators, LLC will share all job descriptions with the Cannabis Control Commission's Social Equity Group so that we can recruit quality applicants directly from social equity applicants who are seeking to enter the industry. At the directive of our corporate officer who is responsible for overseeing outreach, we will also lead an effort to identify people who would qualify to join the Commission's social equity program and refer them to the program. We will serve as a door for people who are eager to enter the cannabis industry but lack the resources to know how to enter.

MEASUREMENTS: New England Craft Cultivators, LLC will seek to send 100% of job postings to the Cannabis Control Commission's Social Equity program to recruit qualified applicants directly from the social equity applicant pool. New England Craft Cultivators, LLC will maintain a record of its annual donations to the Cannabis Social Equity Loan Trust Fund, should it become operational. New England Craft Cultivators, LLC will keep records of feedback that we receive relative to the impact of our contributions, if any. We will keep a record of the references made of people to apply to be social equity program members. These metrics will be outlined in a comprehensive report that will be completed prior to our annual license renewal to the Cannabis Control Commission.

Proposed Program #5: Donating Time in Areas of Disproportionate Impact

GOAL: To direct local charitable contributions in the form of volunteer time to The Center for Hope and Healing, Inc. in Lowell, MA, which serves areas of disproportionate impact. Our goal is to have at least 90% of our employees volunteer for 10 hours each annually.

PROGRAMS: New England Craft Cultivators, LLC will provide all employees with paid time to participate in a minimum of 10 hours per year to volunteer with a nonprofit called The Center for Hope and Healing that serves identified areas of disproportionate impact and is located in Lowell.

The Center for Hope and Healing, Inc. (CHH) was founded in 1976 by a group of physicians, social workers and students who came together out of concern for the number of rapes in Lowell and who then committed themselves to eradicating sexual violence in Lowell and the surrounding communities. CHH envisions a world where gender, race and other oppressions are erased: a world where women and girls are safe and valued. They envision a world where men and boys engage in healthy masculinity and where concepts of gender are inclusive and not necessarily binary. They also work to place survivors lives and voice at the center of all they do in the movement, particularly the voices of SE Asian, Black, and Latinx survivors who have been most marginalized in our communities. The center has a specific focus on LGBTQ communities, and serves the communities of Pepperell and Dracut where both of New England Craft Cultivators, LLC's proposed MRE's are located.

New England Craft Cultivators is committed to serving communities that have been disproportionately impacted by serving individuals and organizations through the contribution of employee volunteer time courtesy of the company.

MEASUREMENTS: New England Craft Cultivators, LLC will maintain records of each employee who participates through paid volunteer or nonprofit service. New England Craft Cultivators, LLC will track the number of hours contributed by each employee with a goal of donating 10 hours per employee per year. New England Craft Cultivators, LLC will have a goal of 90% participation in the volunteer program by its employees each calendar year. New England Craft Cultivators, LLC will have a corporate officer who decided and hosts two volunteer days annually, one in the Spring and one in the Fall. New England Craft Cultivators, LLC employees will have the option to meet some of their volunteer hours at these activities or at other service activities through the year. New England Craft Cultivators, LLC will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a comprehensive report that will be completed prior to our annual license renewal to the Cannabis Control Commission and in our report we release to the wider community.

## CONCLUSION

New England Craft Cultivators, LLC will go above the requirements from the Commission by including a dedicated senior management team member to perform no less than 50% of their job in service of our commitments to our communities and the state. This senior management team member will conduct continuous and regular evaluations of the implementation of New England Craft Cultivators, LLC's goals and at any point will make adjustments in its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. New England Craft Cultivators, LLC has not made a commitment to give financially to any local nonprofits, but it is our desire to do so as our commitment to the communities grows over time. Prior to any contribution being offered, New England Craft Cultivators, LLC will receive

confirmation from an organization that it can receive a donation or work with the marijuana establishment in furthering its goals.

It is the commitment of New England Craft Cultivators, LLC to be an outstanding community partner and to model the best of corporate behavior through our actions.

DocuSign Envelope ID: 8B74ACF8-8429-490C-81F8-56B77A336A3F

**Donation Acceptance Letter**

Applicant: New England Craft Cultivators, LLC

Dear Cannabis Control Commission:

My name is Isa Woldeguiorguis and I am the Executive Director of the Center for Hope and Healing, Inc. in Lowell, Massachusetts.

The Center for Hope and Healing, Inc is willing to accept inkind and/or monetary donations from New England Craft Cultivators, LLC.

Sincerely,

DocuSigned by:

Isa Woldeguiorguis

Isa Woldeguiorguis
Center for Hope and Healing
Lowell, MA

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

**William Francis Galvin**
**Secretary of the**
**Commonwealth**

**March 24, 2020**

TO WHOM IT MAY CONCERN:

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

**NEW ENGLAND CRAFT CULTIVATORS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 23, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **TURE R TURNBULL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TURE R TURNBULL, WESLEY RICHIE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:sam

**Commonwealth of Massachusetts**
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1312064064
Notice Date: March 24, 2020
Case ID: 0-000-534-978

# CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000026

NEW ENGLAND CRAFT CULTIVATORS LLC
12 ROBESON ST APT 1
JAMAICA PLAIN MA 02130-2916

## *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW ENGLAND CRAFT CULTIVATORS 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, 8:30 a.m. to 4:30 p.m..

## *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

179885467

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

New England Craft Cultivators LLC
12 ROBESON ST
JAMAICA PLAIN, MA 02130-2916

EAN: 22161119
March 23, 2020

Certificate Id:36354

The Department of Unemployment Assistance certifies that as of 3/23/2020 ,New England Craft Cultivators LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

# 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:** 001380107

**1. The exact name of the limited liability company is:** NEW ENGLAND CRAFT CULTIVATORS LLC

**2a. Location of its principal office:**
No. and Street: 12 ROBESON STREET
City or Town: JAMAICA PLAIN State: MA Zip: 02130 Country: USA

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

No. and Street: 12 ROBESON STREET
City or Town: JAMAICA PLAIN State: MA Zip: 02130 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:**
APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

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

**5. Name and address of the Resident Agent:**
Name: TURE TURNBULL
No. and Street: 12 ROBESON STREET
City or Town: JAMAICA PLAIN State: MA Zip: 02130 Country: USA

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

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

| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| MANAGER | TURE R TURNBULL | 12 ROBESON STREET<br>JAMAICA PLAIN, MA 02130 |

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

| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| SOC SIGNATORY | WESLEY RICHIE | 12 ROBESON STREET<br>JAMAICA PLAIN, MA 02130 |

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

| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| | | |

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of April, 2019,**
TURE TURNBULL

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

© 2001 - 2019 Commonwealth of Massachusetts
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 23, 2019 04:24 PM

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**
**NEW ENGLAND CRAFT CULTIVATORS, LLC (NECC, LLC)**
A Member-Managed Limited Liability Company

# NECC, LLC - OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective April 23, 2019 by and among: Ture Turnbull and Wesley Ritchie, (collectively referred to in this agreement as the "Members").

## SECTION 1
## THE LIMITED LIABILITY COMPANY

1.1 **Formation**. Effective April 23, 2019, the Members form a limited liability company under the name New England Craft Cultivators L.L.C. (NECC, LLC), (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to Chapter 156C Massachusetts Limited Liability Company Act (State Law) of the State of Massachusetts (the "Act"). The Members agree to file with the appropriate agency within the State 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 New England Craft Cultivators, L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 **Purpose**. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Massachusetts.

1.4 **Office**. The Company will maintain its principal business office within the State of Massachusetts at the following address: 12 Robeson Street, Boston MA 02130.

1.5 **Registered Agent**. Ture Turnbull is the Company's initial registered agent in the State of Massachusetts, and the registered office is 12 Robeson Street, Boston MA 02130.

1.6 **Term**. The term of the Company commences on April 23, 2019 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 unanimous written consent of the Members. New member admission shall be consistent with this agreement Section 8.6.

## SECTION 2
## CAPITAL CONTRIBUTIONS

2.1 **Initial Contributions**. The Members initially shall contribute to the Company capital 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 unanimous written consent of the Members.

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.

## 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 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 and will be consistent with all applicable state laws, rules and regulations.

3.2 **Distributions**. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. 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 Managers. 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 all applicable state laws, rules and regulations.

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 has any 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.

## 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.

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.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members 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 of the Members.

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 organization of the Company will be paid by the Company.

6.2 **Salary**. 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 Majority of the Members.

6.3 **Legal and Accounting Services**. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

## 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.

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 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 under all applicable state laws, rules and regulations.

## SECTION 8

## TRANSFER OF MEMBERSHIP INTEREST

8.1 **Sale or Encumbrance Prohibited**. 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**. Notwithstanding Section 8.1, a Member may propose the transfer of 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 Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

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 Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their 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 Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six 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. All transfers of interest in this section are subject to the provisions of Section 8.1 and must be approved by a

majority of non-selling members.

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 Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the 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:

8.3.1 The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel 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

8.3.2 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.

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 a majority of the other Members determined on a per capita basis 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, consent to, and will not include any right to information on the Company or its operations or financial condition. 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 Members, 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.

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 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 redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. 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; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased

Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

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 Members have 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 annual installments. 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 Members will increase proportionately to their then existing Ownership Interests.

8.6 **Admission of New Members to the Company**. The Company may admit a Person other than original members as a Member. A Person may be admitted as a Member under this section only upon (a) approval of such admission and the terms and conditions of such admission, including without limitation, appropriate amendments to this Agreement by the affirmative vote of Members representing two-thirds of the

Percentage Interests; (b) an initial capital contribution in an amount determined by Members representing no less than equal to initial Member contributions; and (c) agreement by Members representing three-fourths of the Percentage Interests as to the necessary amendments to this Agreement to allow for additional membership in the Company.

## 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;

9.1.3 By operation of law; or

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, 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 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.

## 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 the written approval of all of the Members.

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 State of Massachusetts (without regard to principles of conflicts of law).

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 or interpret any provision of this Agreement (or that is based on 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 will be decided by the court or courts, including any appellate courts, in which the

matter is tried, heard, or decided.

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.

10.9 **Arbitration and Dispute Resolution.** Any dispute, controversy or claim arising out of or relating in any way to this agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of agreement shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

10.10 **Potential Acquisition of the Company**. If at any time any Member or one of the Members is approached by any person or entity which desires to (a) acquire all the equity interests of the Company; (b) merge or consolidate with the company; or (c) acquire substantially all of the assets of the Company (a "Sale Transaction"), each Member shall promptly be informed of all material facts related thereto. The Company shall not enter into a definitive agreement providing for a Sale Transaction, or a letter of intent, or other document indicating an interest in sale or acquisition without unanimous agreement of members.

10.11 **Pronouns and Plurals**. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neutral, forms, and the similar forms of nouns, pronouns, and verbs shall include the plural and vice versa.

## SECTION 11

## MEETINGS & MEETING PROVISIONS

11.1 **Regular Meetings**. Regular Meetings of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members through formal or routine communications.

11.2 **Decisions As A Result of Meetings.** Company operations decisions may be made through regular meetings including but not limited to in-person communications, through electronic messaging, phone conference, and any other form of modern communication used by members to discuss operations decisions.

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

MEMBERS:

Ture Turnbull Signature

Wesley Ritchie Signature

**Listing of Members - Schedule 1**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

NEW ENGLAND CRAFT CULTIVATORS, L.L.C.

LISTING OF MEMBERS

As of the 23rd day of April, 2019, the following is a list of Members of the Company:

| NAME | ADDRESS |
|---|---|
| Ture Turnbull | 12 Robeson Street<br>Boston, MA 02130 |
| Wesley Ritchie | 113 George Street<br>Boston, MA 02119 |

Authorized by Member(s) to provide Member Listing as of this (Day) day of (Month, Year).

Ture Turnbull

Printed/Typed Name Signature

Wesley Ritchie

Printed/Typed Name Signature

**Listing of Capital Contributions - Schedule 2**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR NEW ENGLAND CRAFT CULTIVATORS, L.L.C.

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $100. The description and each individual portion of this initial contribution is as follows:

| NAME | CONTRIBUTION | % OWNERSHIP |
|---|---|---|

| | | |
|---|---|---|
| Ture Turnbull (Member) | $100 | 50% |
| Wes Ritchie (Member) | $100 | 50% |

SIGNED AND AGREED on 7/1/19 (Date).

Ture Turnbull
Printed/Typed Name Signature

Wesley Ritchie
Printed/Typed Name Signature

**Listing of Valuation of Members Interest - Schedule 3**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR NEW ENGLAND CRAFT CULTIVATORS, L.L.C.

VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

| NAME | VALUATION ENDORSEMENT |
|---|---|
| Ture Turnbull | $100 |
| Wes Ritchie | $100 |

SIGNED AND AGREED 7/1/19 (Date).

Ture Turnbull
Printed/Typed Name Signature

Wesley Ritchie
Printed/Typed Name Signature

NOTARY SEAL OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Massachusetts

County of Suffolk

On 7/1/2019 before me, Ture Turnbull & Wesley Ritchie (insert name) personally appeared Inez Chester, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Inez Chester
MY COMMISSION EXPIRES 02/06/2026
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

179885467

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

New England Craft Cultivators LLC
12 ROBESON ST
JAMAICA PLAIN, MA 02130-2916

EAN: 22161119
March 23, 2020

Certificate Id:36354

The Department of Unemployment Assistance certifies that as of 3/23/2020 ,New England Craft Cultivators LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

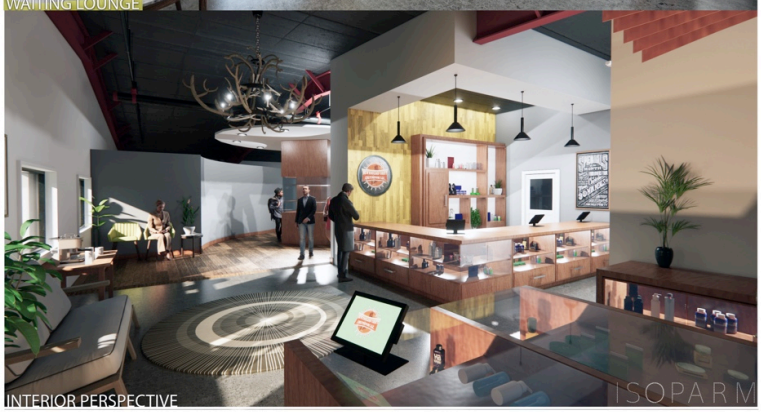
# Business Plan of

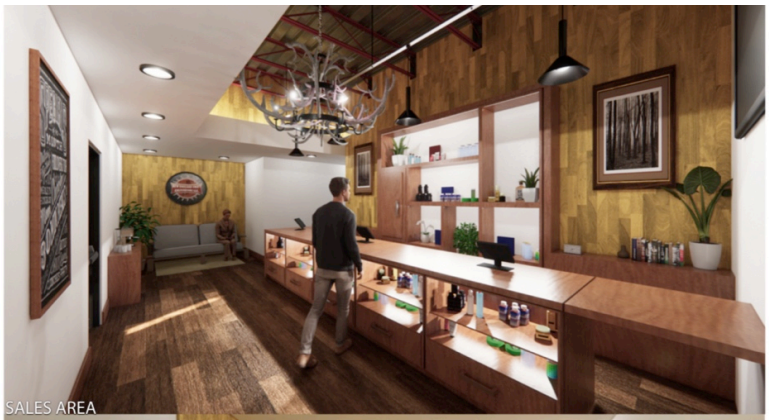
# NECC Marijuana Dispensaries

By New England Craft Cultivators, L.L.C.
3.20

SALES AREA

WAITING LOUNGE


INTERIOR PERSPECTIVE


SALES AREA

WAITING LOUNGE

EXTERIOR FRONT PERSPECTIVE

THE FINANCIAL PROJECTIONS AND OTHER ESTIMATES CONTAINED IN THIS BUSINESS PLAN WERE PREPARED BY NECC LLC (THE "COMPANY") BASED ON ITS EXPERIENCE IN THE INDUSTRY AND ON ASSUMPTIONS OF FACT AND OPINION AS TO FUTURE EVENTS WHICH THE COMPANY, AT THE DATE OF THE ISSUANCE OF THIS BUSINESS PLAN, BELIEVED TO BE REASONABLE, BUT WHICH THE COMPANY CANNOT AND DOES NOT ASSURE OR GUARANTEE THE ATTAINMENT OF IN ANY MANNER.

THIS BUSINESS PLAN IS THE PROPERTY OF THE COMPANY AND, IF REQUESTED MUST BE RETURNED TO THE COMPANY. THE MATERIAL CONTAINED IN THIS BUSINESS PLAN IS CONFIDENTIAL TO THE COMPANY, ANY REPRODUCTION OF THIS BUSINESS PLAN, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

THIS BUSINESS PLAN IS FOR INFORMATIONAL USE ONLY AND IS NOT AN OFFERING FOR THE SALE OF ANY SECURITIES OF THE COMPANY AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THIS BUSINESS PLAN DOES NOT CONTAIN ALL MATERIAL INFORMATION, INCLUDING RISK FACTORS, ASSOCIATED WITH AN INVESTMENT IN THE COMPANY.

RECIPIENTS ARE NOT TO CONSTRUE THE CONTENTS OF THIS BUSINESS PLAN AS LEGAL OR BUSINESS ADVICE. RECIPIENTS SHOULD CONSULT THEIR OWN COUNSEL, ACCOUNTANT AND/OR BUSINESS ADVISORS CONCERNING LEGAL, BUSINESS AND RELATED MATTERS.

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# SUMMARY

## Business Overview

New England Craft Cultivators, LLC (NECC) is a company driven by two professionals who have each built careers in Massachusetts advocating for progressive social change across drug policy, LGBTQ equality, law, and electoral politics. We have created a company that is committed to opening 3 marijuana retail establishments, the maximum allowed under law in Massachusetts for one corporate owner, and has gained traction in the process of opening its first two locations in Dracut and Pepperell, Massachusetts. The dispensaries will be owned by NECC and we will be building a brand around our company name.

NECC is a different kind of Marijuana Retail Establishment (MRE) in Massachusetts – we're committed to partnering with locally owned small cultivators, small manufacturers, and microbusinesses to bring the highest quality, locally and sustainably grown craft cannabis products to the market. This is different than most other players in the retail marijuana market here in Massachusetts in one major way: most retail outlets in Massachusetts try to maximize profits at the expense of guaranteeing the highest quality craft products by growing and manufacturing the products they sell themselves. We know that we can still turn a strong profit by intentionally creating a "craft market" of products that are grown often by small, family-run businesses that use only the highest standards of marijuana cultivation and manufacturing.

We have completed detailed market research determining there is great demand for marijuana products across Massachusetts in both of our targeted areas – the Merrimack Valley/Greater Lowell region, along the New Hampshire state border, and the Metro-Boston region. In this emerging market, we are poised to draw three distinct categories of marijuana customers: (1) existing users who are accustomed to illicit market purchases, (2) new users who are exploring the cannabis experience, and (3) discerning customers who are interested in high quality specialty products from boutique producers, especially as more stores begin to operate across the state.

NECC's two founders have extensive understanding of the dynamic and rapidly developing and changing marijuana market in Massachusetts. We have 4 distinct phases of our business.

(Phase 1) Dispensary #1 and #2: We have secured properly-zoned locations for our first two stores and are in the local approval process for both. Our Pepperell Store is located at 112-114 Main Street and our Dracut Store is located at 61 Silva Lane in Dracut. We have secured Host Community Agreements in both locations, hosted community meetings in both communities, are on track to secure all remaining local and state approvals to open our first stores in 2020.

(Phase 2) Third Dispensary: We have scouted properties and are in the process of locating our third location.

(Phase 3) Craft Online Marketplace and Brand Wars: We are talking to experts in the technology space to develop and launch a transformative online marketplace that centralizes delivery for small craft cultivators and manufacturers to help them compete in the delivery space.

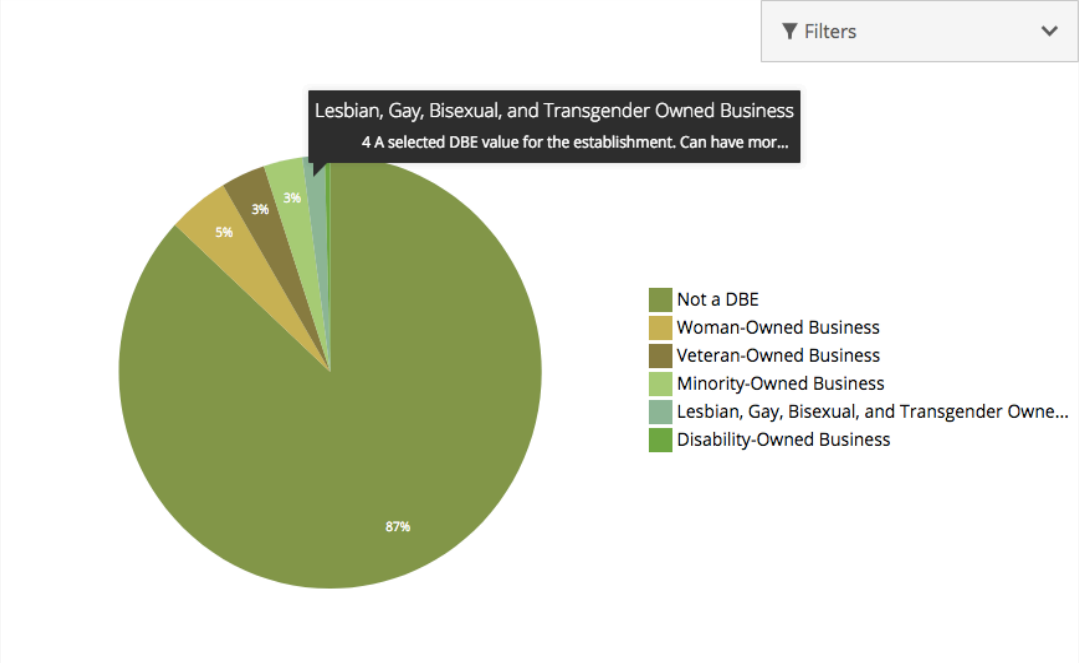
(Phase 4) Possible Brand Expansion & Continued Brand Wars: In both of our Dracut and Pepperell locations, we have the space to grow marijuana if we decide to expand into cultivation. We expect to explore acquisition plays or work with our existing partners to adapt into a craft cannabis brand for sale in our stores and potentially beyond.

To support these phases, NECC needs to raise funds at each juncture to support our growth: we estimate that Phase 1 requires us to raise $2,600,000, $200,000 of which will be raised through a convertible note offering and $2,000,000 through a general offering.

## Vision and Values

NECC is a 100% LGBTQ-owned, inclusive, and socially responsible business. We are a "little guy" company that is committed to creating marijuana retail establishments that are designed to support other "little guy" craft cultivators and manufacturers. We will bring these quality products to market instead of the lower quality products that are mass-produced by many of the vertically integrated operators in business in Massachusetts and other states

**Disadvantaged Business Enterprise (DBE) Statistics for Applications with Provisional and Final Approval**




We will engage intentionally to help disrupt the illicit market, and we will be aggressive in our advertising and outreach while always remaining compliant with all relevant laws and regulations. Our sophisticated targeting of people aged 21+, consistent with all regulations, will be one of the ways that NECC stands out and makes its name and reputation in this market.

## Topline market opportunity

The marijuana industry across Massachusetts and the country is a dynamic one – changing weekly. 11 states and the District of Columbia have fully legalized adult-use marijuana. The stigma around

marijuana use has begun to erode, with nearly 60% of adults supporting legalization of marijuana for adult use[1].

As of March, 2020, there are 36 licensed and open marijuana retail establishments across Massachusetts. The "big guys" in marijuana own the majority of the open stores, and none are focused bringing craft cultivator products to market. Increasingly and with few exceptions, our competitors are vertically integrated companies that produce, manufacture, and sell their own products, often solely to benefit large corporate investors. As the 165 marijuana retail businesses with pending applications come online over the next several years, the market in Massachusetts will become decentralized. At the same time, well-funded national and international companies will be seeking to corner the market by consolidating cannabis businesses.

Adult-use marijuana sales in Massachusetts to date have exceeded $549,000,000 since the first store came online in November of 2018. According to the Boston Globe, the vast majority of marijuana sales remain on the black market even one year after legalization.[2] This presents a tremendous opportunity not to enter a market simply to divide an existing customer base between newly entering MRE's but to expand and become a hub of retail sales for a newly emerging market of consumers who are exiting the illicit market in favor of affordable, regulated and safety-tested marijuana products.

Importantly, attitudes around marijuana consumption are also changing according to a Massachusetts Department of Public Health survey.[3] The survey noted that in the 21% of adult residents in Massachusetts have used marijuana in the past 30 days.

The study found no significant difference in marijuana usage across races and noted 53% of Massachusetts residents believe that marijuana use has slight or no risks to the user, indicating an openness to cannabis from a wider segment of the population than current regular users. This study was conducted before the first MRE outlet opened, and speaks to the pervasiveness of the illicit market, which has functioned virtually undisturbed for decades.

According to data provided by the Cannabis Control Commission as of December 2019, current cannabis sales in Massachusetts exceed $1 million per day (and around $2.7 million on weekend days) with each item averaging about $40 per unit. Sales remain on a steady upward trajectory as more stores open and more consumers' move from the illicit market to the regulated cannabis economy.

## Core Competencies & Professional Team

To date, NECC's two founders, aided by a fantastic team as well as council of advisors, have provided the necessary guidance, assistance and preliminary funds to bring its Phase 1, Dracut and Pepperell Dispensaries to their current state. Each of NECC's founders has over 15 years of government and public policy experience. Our team has activists who have been involved in harm reduction and legalization for nearly 10 years. Our founders have led organizations – one is an attorney who recently managed a $1.2 million political organization and another has led a statewide Massachusetts

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[1] https://www.pewresearch.org/fact-tank/2018/10/08/americans-support-marijuana-legalization/
[2] https://www.bostonglobe.com/news/marijuana/2019/02/02/illicit-pot-market-remains-stubbornly-robust/Fqq5baxLvgkrTB1ABJRbEL/story.html
[3] https://www.mass.gov/files/documents/2018/06/29/DPH%20Legislative%20Report%20-%20Marijuana%20Baseline%20Health%20Study.pdf

nonprofit. NECC boasts a talented duo of founders with a broad wealth of skills and experiences needed to execute on our vision of three retail locations across Massachusetts.

Our council of advisors includes experienced businesspeople, with over 30 years in a variety of businesses, activists, advisors for other Massachusetts and national marijuana dispensaries, and other skilled professionals across relevant industries.

**Our team of support professionals includes:**

Julie O'Neill, Esq.: Julie focuses her practice on business, corporate and securities law, and counseling individuals and entities at all stages of the corporate life cycle on a wide variety of sophisticated transactions in the U.S., Canada, and abroad. Julie has extensive expertise representing start-up businesses, including helping entrepreneurs in selecting the right legal structures for their businesses, securing debt and equity financing and handling ongoing operational matters. She frequently represents clients from the formation stage through multiple rounds of financings and finally to liquidity events. In addition, Julie represents multiple family offices, wealth managers and high net worth individuals, and families with planning, investing and structuring matters.

Dwayne Dancy, Architect: Dwayne established ISOPARM DESIGN GROUP to be an NYC-based practice that creates unforgettable experiences through the built environment. ISOPARM pushes the boundaries of architecture through an interdisciplinary and technology driven approach that emphasizes close client collaboration. Practicing for more than 15 years, D.Dancy is a hands-on leader whose range of experience spans all phases of projects from conceptual design to completion. He is Fluent in CAD management, 3d modeling and parametric design, his scope of work includes all aspects of planning, documentation, project management and coordination based on the needs of each project. D. Dancy's portfolio comprises completed work for corporate, university, public school, industrial and municipal clients.

Joseph D. Alaimo, CEO of Eagle Investigation Services. Joe is a former Deputy Chief of Police. He is highly decorated and accomplished management professional in the areas of Homeland Security, Law Enforcement, Criminal Law Investigation and Response to School Emergencies. Areas of expertise include in-depth knowledge and skilled in law enforcement with a strong understanding of law, regulations, ordinances, and operating policies and procedures. More than 30 years of law enforcement with a proven ability to create and direct security and investigative programs. Joseph is a Massachusetts Notary Public, his commission expires in 2020. Joseph maintains memberships in The International Association of Chiefs of Police (IACP).He US Navy veteran that served aboard the USS San Bernardino LST 1189.

Joseph E. Solomon, CFO of Eagle Investigation Services. Joseph E. Solomon is a current Chief of Police in a major city police department who has experience and training in both the field of law enforcement and business management and has a unique understanding of police management skills. Joseph is well versed in Criminal Justice and Business Management, Accounting, Accident Reconstruction, Internal Affairs Investigations, Union management negotiations, Law enforcement operations, school risk mitigation, school safety and security, CPR/AED, First Aid & various medical certification training, Emergency Services, Firearms and Tactical Operations Training. He is a recognized expert and innovator in School Safety and Security, Crisis Mitigation and Community Relations. Joseph is a national lecturer and trainer in the areas of personnel, government and corporate risk management, crisis response and personal safety.

Ron Muller, Ron Muller & Associates, Traffic & Planning Committee. Mr. Müller has over 30 years of experience in the permitting of land development projects through the preparation of Traffic Impact

and Access Studies and Environmental Impact Reports involving the design of site access and off-site roadway improvements. He has extensive knowledge in the procedures and politics of governmental permitting in Massachusetts, New Hampshire, Connecticut, and Rhode Island and the approval of development projects and transportation improvements. He is capable of coordinating the permitting of development projects involving multiple consultants and numerous permitting issues.

### New England Craft Cultivators, L.L.C. History and Accomplishments

NECC was incorporated in April of 2019 after forming 6 months prior through discussions and planning. NECC has come a long way very fast. After business formation, we entered two leases, one in Dracut and one in Pepperell. NECC then successfully negotiated Host Community Agreements with both communities and held open public meetings. NECC has received its special permit to operate a marijuana dispensary in Dracut and is in the local approval process in Pepperell, where it expects a favorable outcome.

NECC has hit other milestones that have also eluded other companies: we have successfully secured banking through Bay Coast Bank in Swansea, Massachusetts. We have a legally compliant website and web presence. We have secured letters of intent from suppliers of craft marijuana products that we intend to partner with, and have developed deep business relationships with small companies that operate in this space. We have successfully completed a comprehensive operations plan, a detailed traffic and security plan, positive impact plan, and engaged with an architect to make sure our facility is in compliance with local regulations. We have also hired a top-notch security firm with a strong local reputation. NECC has hired an outstanding startup business and finance attorney to make sure our fundraising is compliant with all local and federal securities and other regulations.

NECC has draft design and security plans in hand. We expect to submit our application to the state licensing authority, the Cannabis Control Commission, in March of 2020.

## OPPORTUNITIES ANALYSIS

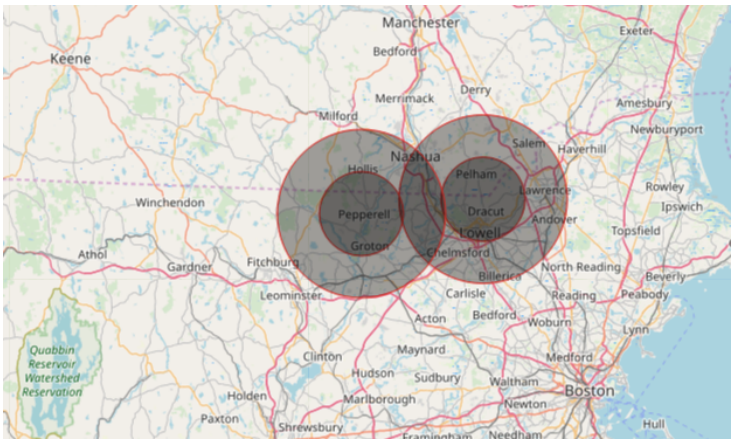
### Current Opportunity

Few industries are as dynamic and evolving as the Massachusetts adult use marijuana market. The market is both new in that marijuana is newly legal in Massachusetts, but there is a customer base that is used to purchasing this product in a different way for decades. Customers live everywhere – they're of all ages (above 21), and there is a high demand for our products. Paradoxically, it's a market that is truly in its infancy – few consumers have been as discerning on the black market as they are now that products are legal. We expect to enter in a time where the education around marijuana is new and exciting; with the expertise to make sure we are offering certain types of consumers not just marijuana, but the types of marijuana that they would prefer to use. The strong economy and continued wealth of many residents in the Northeast allows us access to a customer base that can afford to buy marijuana for recreational use.

## Market Size and Segmentation

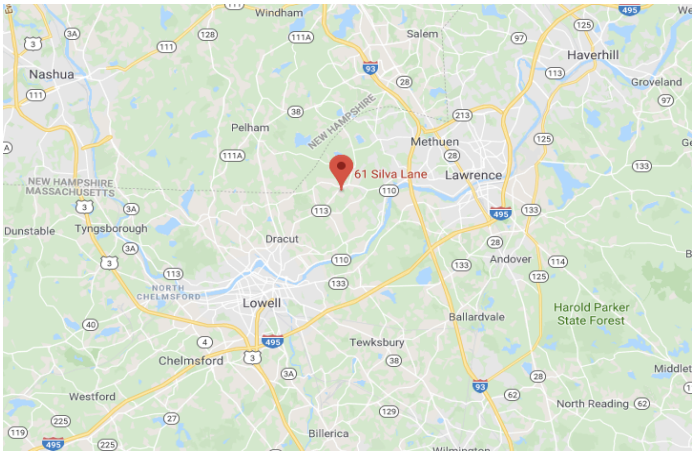
We see our market opportunities in three ways: hyperlocal, regional, and by affinity.

Dracut: Our hyperlocal population count includes a 5-mile radius from our location. There are 148,632 people in this 5 mile zone. Regionally, at a 10-mile radius from our location, there are 521,752 in our zone.

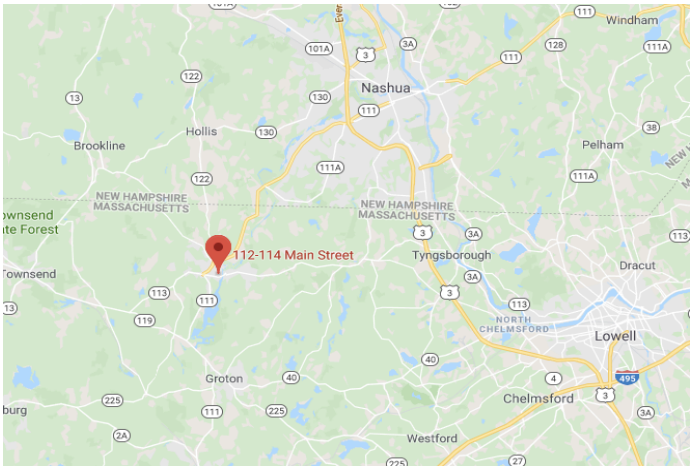



Pepperell: Our hyperlocal population count in a 5 mile radius of our location is 26,022 people. Regionally, there are 189,780 people at a 10-mile radius from our location in Pepperell.

Affinity: As a 100% LGBTQ-owned company, we expect to have an affinity group of LGBTQ folks who will travel locally and a little farther to buy marijuana from a trusted LGBTQ business. We don't yet account for that affinity numerically, but we do know that will be an important segment of our customer base.




More broadly, there are about 2.4 million people residing within 20 miles of Dracut center in Massachusetts.[4] Using Census data about the age distribution of Massachusetts's residents combined with DPH data about the age of past month users; we estimate there are 388,000 past month cannabis users within a 20-mile radius of the store. If 75% of cannabis sales remain in the illicit market in Massachusetts,[5] 97,000 individuals who use cannabis at least once a month reside in the market area and are potential immediate customers, with more coming online over time.




[4] http://www.hoosierdata.in.gov/big_radius/radius.asp
[5] https://www.bostonglobe.com/news/marijuana/2019/02/02/illicit-pot-market-remains-stubbornly-robust/Fqq5baxLvgkrTB1ABJRbEL/story.html

Assuming, extremely conservatively, that each past monthly user makes only four purchases of $46 over the course of the year, this would yield 388,000 individual purchases totaling $17.85 million annually. This market will be split with other competitors in the area, including the one dispensary that is already serving Lowell residents and others soon coming online around the same time we expect to come online. Although we project, conservatively, that NECC will have approximately 12% of the local marijuana market, if NECC's share of the total market in the area is about 25% that would generate gross sales of $4.46 annually (per location). We expect the realistic margin to be in between.

We expect the market to grow considerably as more stores come online and more consumers move away from the illicit market. In Colorado, for instance, where the recreation market is more mature, regulated retailers are predicted to capture 2/3 of the cannabis market in 2019, demonstrating that we can anticipate the size of the regulated market in Massachusetts more than doubling over the next several years.

Our customers are going to primarily come from the surrounding 20 miles, with some customers traveling farther because they're seeking to purchase "craft" marijuana products or because they prefer to shop at LGBTQ-owned stores. This geographic region includes the Merrimack Valley and Greater Lowell areas, radiating outward to surrounding communities and upwards into New Hampshire's most populous counties. NECC will draw consumers that are conscious of the quality and origin of the products they consume.

In Dracut and Pepperell, we are going to be some of the closest marijuana establishments to the New Hampshire state line, located less than 2 miles from the line in both places. Purchasing marijuana is legal in Massachusetts for any adult who is over 21 years old with a valid driver's license, regardless of the state of origin of the purchaser.

Dracut By The Numbers:

a. Dracut's population is slightly over 31,000 people. Pepperell's population is over 12,000 people.

b. Dracut sits in the northeast most section of Middlesex County (population 1.6 million) and abuts Essex County (population 785,000) in Massachusetts. Pepperell is also located in the northern part of Middlesex county.

c. Our Dracut store is located 3 miles off of Interstate 93 Exit 46 B, near the borders of Methuen and Lawrence, MA two major cities that have locally outlawed the sale of marijuana and have residents who will be seeking a place to legally purchase cannabis.[6]

d. Average daily traffic[7] for the area surrounding Exit 46 B on Interstate 93 ranges between 97,800 and 166,300 unique travelers each day.

e. Our customers will primarily live and work in the 20-mile radius region in both locations with specialty traffic driven by the unique items that are available at our store.

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[6] Population numbers use 2010 census data

[7] https://web.archive.org/web/20090721002141/http://www.mhd.state.ma.us/traffic.asp?f=&C=RTE.I-%2093

Pepperell By the Numbers:

a. Pepperell's population is around 12,146 people.

b. Pepperell sits in the north of Middlesex County (population 1.6 million) and borders Hillsborough County (population 400,000).

c. Our property is located on Route 113 and directly next to route 111.

d. Our property is located next to Dunstable and Groton, both are local communities that are not expected to have retail sales.

e. The average daily traffic at our intersection where we are located is 2,200 cars per day, according to a North Middlesex Regional Traffic Volume Report.

## Competitive Analysis

The number of MRE's in each community may be limited to 20% of the number of liquor licenses at the discretion of municipal authorities. Dracut has 20 liquor stores, so will allow four MREs to locate in the town. To date, three other companies have secured host community agreements from the town, and are seeking to open around the same time as NECC, in 2020. The three companies include Green Star Herbals, Lazy River Products, Inc., and 103 Pleasant Street. Our NECC dispensary location is closer to the major highway and to most of the population centers. Lowell currently hosts one MRE and more will likely open there over the coming years. We consider the market to still be in its infancy for a number of reasons, including a slow state-wide licensing process and the control that is afforded to municipalities to each write their own community rules and processes for licensure. In Pepperell, there are going to be two licensed stores and we are one of the only two companies working with the town. The other, Uma Flowers, is a small, family owned business that is seeking to locate in Pepperell but is struggling to get local zoning approval due to traffic flow issues.

Competition Regionally & Statewide: As mentioned above, there are 36 operational marijuana dispensaries across Massachusetts and 165 more waiting in the state licensure process to come online.

Dracut and Pepperell Competition: All three of the stores that have received host community agreements from Dracut are planning to operate vertically integrated marijuana companies or exclusive distribution arrangements, which is different than our plan to operate a retail dispensary with a focus on product variety. This provides us with two distinct opportunities and one possible drawback. The same is true of the one store in Pepperell.

Each of these competitor companies plan to maximize their own profits by not offering a diversity of brands and products, and just by selling their own products. We are likely to be the only stores offering a variety of brands that are specifically curated to appeal to a wide market. The additional advantage is that while two of the stores have already submitted their application to the CCC, each of the build-out and cultivation/manufacturing cycles for these companies indicates a longer time before they open and go to market. We are unencumbered by the cultivation and production components, and can source from many different stores in order to keep our inventory fresh and "craft" focused.

Green Star Herbals: This company, https://www.greenstarherb.com/dracut/ is planning to enter the market by opening stores in Dracut, Chelsea and Maynard, Massachusetts. They are likely to open in 2020, and plan to be a vertically integrated company that grows, manufactures and sells its own products. They have submitted their full application to the cannabis control commission and have advanced deeply in the local process.

Lazy River Products, Inc: This company, https://www.lazyriverproducts.com/ is planning to enter the market by operating a vertically integrated store in Dracut. They are also likely to be online in 2020. They have submitted their full application to the cannabis control commission and have advanced deeply in the local process.

BKPN, LLC: This company has hosted two community meetings as a result of non-compliance with their first meeting, also, they have not submitted their application to the state. They are planning a vertically integrated company, and are clustered close to the other two operators on the other side (away from us) of Dracut. They are having challenges getting permitted that the other companies and we have not encountered and do not expect to encounter.

Eyes on Metro-Boston: Boston proper has among the most opaque and difficult licensing process, and only has a single open store in the city, with NETA in Brookline still owning the biggest market share from the region. While Boston has a backlog of licensees in the process, we believe the ground is still fertile for us to enter the market in Boston for our third store if we go in that direction.

Policy Analysis & Market Transformation Long-Term: We expect to encounter the challenges that all Massachusetts companies face as it relates to legalization nationally. We expect, upon legalization, that the market will be flooded by national marijuana brands including those that are owned by big tobacco and pharmaceutical companies. This could cause large challenges for all smaller stores and companies, and we are clear-eyed about the risks that this could pose to our company as well as the doors this could open.

## NECC Differentiation

Our competitive advantage is fourfold: (1) our long-term focus and vision on what consumers want both now and down the line in 2, 5, and 10 years, (2) our dynamic and entrepreneurial team with a deep background in cannabis and public policy and regulation, dynamic campaign and public relations skills, and compliance (3) our partnerships with and commitment to small craft cultivators, manufacturers and microbusinesses, and (4) our strong relationship and commitment to our state, communities and region.

## Growth Strategy

(Phase 1) Dispensary #1 and #2: We have secured properly-zoned locations for our first two stores and are in the local approval process for both. Our Pepperell Store is located at 112-114 Main Street and our Dracut Store is located at 61 Silva Lane in Dracut. We have secured an HCA in Dracut, are negotiating a HCA in Pepperell, are on track to secure all remaining local and state approvals to open our first stores in 2020.

(Phase 2) Third Dispensary: We have explored other sites but have not yet chosen our preferred site for our third dispensary. That could be in metro-Boston, Boston-proper or elsewhere in the state.

(Phase 3) Craft Online Marketplace and Brand Wars: We are talking to experts in the technology space to develop and launch a transformative online marketplace that centralizes delivery for small craft cultivators and manufacturers to help them compete in the delivery space.

(Phase 4) Vertical Expansion & Continued Brand Wars: In both of our Dracut and Pepperell locations, we have the space to grow marijuana if we decide to expand into cultivation. We expect to explore acquisition plays or work with our existing partners to adapt into a craft cannabis brand for sale in our stores and potentially beyond.

### Promotion Strategy

Our financial projections plan for the investment into an aggressive marketing plan targeted toward our affinity communities, including activists and LGBTQ folks, as well as regional growth and marketing. The advertising regulations are strict in the adult use marijuana laws, and require that all advertising and promotion is directed only to people who are over the age of 21 years old, and at least 80% of every audience must reasonably respected to be of legal age to consume marijuana products. Directed digital advertising is planned and maximization of free public media is also expected consistent with all state laws and regulations. Our website www.NECraftCutivators.com is currently live and will be incorporated into the promotion of the brand and retail location.

## SALES PLAN

### Sales Strategy

Right now, according to conversations with our partners and council of advisors, demand for marijuana at dispensaries can barely keep up with the available supply. Seventy-five percent of Massachusetts marijuana sales are still on the black market. The sales strategy is roughly twofold: some of the marijuana will "sell itself" as the market heats up - while the power of creating a lasting brand is in our hands to accomplish. We plan to sell the following high-demand products:

The products NECC intends to offer reflect market trends:

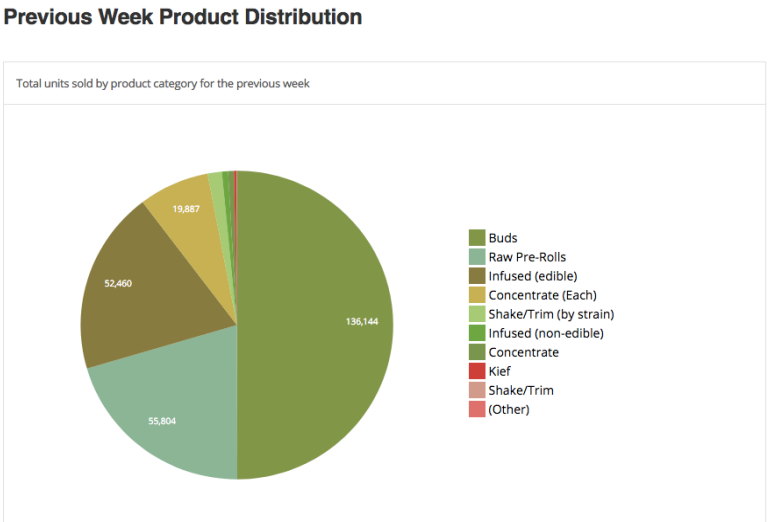
a. Flower of the indica, sativa and hybrid varieties

c. Edible infused products (gummies, chocolates, etc.)

d. Flower based pre-rolls

e. Infused (non-edible topicals)

f. Vegan & specialty products across areas, geared toward health and wellness




We expect to offer the best variety of "craft" cultivation

products of any retailer from a selection of small growers across the state. We expect to serve no less than an average of 274 customers per day, per location, and for our store to be at full sales capacity for 360 days per year after a brief period of ramp-up.

We are also going to experiment with socially-conscious business and profit decisions, for example, only selling "safe vape" products where toxic chemicals are guaranteed to not be a part of the design. We are in conversations with Airgraft for next-generation safe vapor technology.

## Pricing

NECC will seek a "middle-of-the-road" and "variable" pricing strategy relative to its competitors in the area. We expect our shelves to have products on the medium and high-end quality spectrum at the beginning and have them all priced and sold next to each other. We expect a roughly 50% profit margin on each spectrum of products, and expect and are comfortable adjusting with the market and customer demands of our clients.

NECC will offer a variety of carefully chosen marijuana strains and manufactured products from Massachusetts that meet using the highest standards of quality, methodology and environmental consciousness. Our products will include buds/flower, concentrates, edibles, pre-rolls, infused external (topical) products, and other craft and niche products from Massachusetts, and upon federal legalization, a more curated set of products that cater to our customer's expectations. We believe that by supporting other local businesses, we will be keeping the market accessible to them to keep the market accessible to small businesses, and believe many of our customers will share these values.

Cannabis sold by NECC will be sourced from microbusinesses, small cultivators, and small manufacturers in Massachusetts, with some craft products carefully selected from larger corporations if they are on-brand and meet our quality sourcing requirements.

We also will source and price our products in a way that honors the quality of the products. Some larger cultivators and retailers in Massachusetts have resorted to "microwaving" plants to speed the curing process; the process matters to us and we know will matter to many of our customers. Craft cultivators grow organically or near-organically; larger manufacturers tend to walk right up to (and in some cases have been fined for crossing) the acceptable/legal line of pesticides and chemical growth accelerators that result in a final product that lacks the nuanced flavor profile of small batch cannabis. The craft cannabis product manufacturers that NECC is partnered with pride themselves on using high quality food ingredients to create products that rival the candies and chocolates created by the finest chocolatiers.

Craft cannabis can be thought of much like microbrew or craft beer, specialty coffee, premium wine, or organic food. Consumers gravitate to these products because they are manufactured with attention to detail and created using sustainable practices resulting in a higher quality product. Craft cannabis producers also make a commitment to social responsibility. Many in the process of being permitted in Massachusetts are economic empowerment applicants, or those that met the state's qualifications to promote minority ownership and to promote economic development in communities devastated by the drug war.

NECC currently has or is negotiating agreements with small cultivators that have been licensed to operate or are in the application process. We have spoken and entered discussions with 17

companies and one distributorship at various stages of the licensing process. There are two companies we feel demonstrate the nature of our partnerships:

Gibby's Garden: Gibby's Garden is a female-owned and family operated marijuana cultivator. They are the first licensed microbusiness in Massachusetts and recently began sale of their products to retail outlets.

Freshly Baked Co.: Freshly Baked Co. is a disabled-veteran and female owned microbusiness that is in the licensing process and makes one product exceedingly well: 5mg-infused marijuana gummies.

We plan to partner with these and other companies and showcase their products and help build brand loyalty both to their brands and to our stores.

# DESIGN AND DEVELOPMENT PLAN

## Facility descriptions

NECC has a signed lease to 112-114 Main Street, Unit 1 in Pepperell and 61 Silva Lane in Dracut, Massachusetts.

Our Dracut location is in mint condition, has 20 spaces of dedicated parking, and the existing parking is sufficient to meet local approvals. Our unit is on the second floor, and Equipment East, which owns the building and operates a company from the building, occupies the first floor. Our spaces, aside from the entryway, will be completely separate.

Our Pepperell location is approximately 1,000 square feet that is a rental unit in the outdoor Pepperell Mall building that has 64 parking spaces that are shared between all 10 businesses in the location. We expect no traffic and parking concerns or issues with the space.

NECC will comply with state regulation 935 CMR 500.140(3) and any additional local regulations, including procedures for how MRE's interact with customers. NECC will only allow customers that are 21 years or older and have a verified and scanned government issued photo identification like a driver's license, official state ID, or Passport. Customers enter the dispensary into a holding room and will be greeted by security staff for the above verification before they are permitted into the retail floor inside. Customers who do not meet the security clearance and ID check will not be permitted into the store.

Each customer who passes the initial security holding area will be granted entry into the main sales floor.

Expertly trained staff will greet customers and begin the process of guiding them through their shopping experience. The customer is not permitted to handle marijuana products prior to the sale, though we will have display items and a menu of items and descriptions that customers can interact with. All products for sale will be stored securely and only accessed and delivered to the customer over the counter at the time of purchase.

### Development Plan

The final design will commence with the closing of funding and the final local building approvals, though we have design and architecture plans that are being discussed with town officials today. NECC's goal is for construction to begin in earnest in the Summer of 2020 once we receive our provisional license from the Cannabis Control Commission.

## OPERATIONS PLAN

### Operations after building

NECC has a 43-page, comprehensive operations plan that covers a range of mission-critical issues and outlines how our dispensaries will operate. The table of contents of the plan is as follows:

Section 1: Internal Employee Operations:

1. Job Descriptions: 3
2. Employee Services 6
3. Employee Handbook 8
4. Hiring Procedures and Standards 9
5. Dress Code & Hygiene 11
6. Employee Training 12
7. Employee Timesheets & Payment Issues for Employees 13
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# ADMINISTRATION AND PERSONNEL

## Employees

NECC will have two distinct types of employees: corporate staff who are responsible for corporate administration, strategic vision and operations, as well as dispensary staff. The owners, Ture Turnbull and Wes Ritchie, Esq. have been working for the corporation since its inception and will continue to advance the corporation's goals. The dispensary will be staffed in a different way, outlined thoroughly in our Operations Plan and roughly outlined here:

Employees at NECC initially staff its first dispensary facility with seven to eleven on-site employees for efficient and smooth operations. The staff will include the Dispensary General Manager, a Lead Sales Directors, Sales Directors, and Security.

## Key Management Personnel

Ture Turnbull, Co-founder and President
Wes Ritchie, Esq., Co-founder and President

## Officers and Board of Managers

Ture Turnbull, Co-founder and President
Wes Ritchie, Esq., Co-founder and President

Brief resumes are presented in Appendix I

## Supporting Professional Services

Legal Wes Ritchie, Esq. & Julie O'Neill, Esq.

# CRITICAL RISKS

## Competitors

As discussed previously there is plenty of market for the demand of our products. Barriers to entry of new competitors are high, both financially and in navigating local logistics and the licensure process. That said, we expect competition to be high from stores that will come online on or around our times, including our direct competitors in Dracut and Pepperell.

## State Regulations and Approval Process

Massachusetts has one of the most highly regulated cannabis industries in the country. State approval is required for every license, and the Cannabis Control Commission has faced criticism from business owners and applicants for the speed of review of applications. Ultimately, the commission has some discretion on which and how many licenses to grant and when, and the local cities and towns also have some discretion. Public criticism, discontentment from municipal officials, concerns from state legislators, or other political issues could cause the commission to halt licensing. While stakeholders including state legislators have expressed the need for the Commission to move forward quickly with licensing more establishments, the chair of the commission has said that it is more important to "get it right" than to license numerous businesses rapidly. Meanwhile, some businesses say they have been held up for 6 months or longer as they wait for state and local approval. NECC may face significant time delays out of its control in obtaining state licensure.

## Legalization in Other States & Nationally

Massachusetts is not an ideal location to cultivate marijuana because of our climate. That said, cultivation here is likely to keep prices high for retailers. If the market is nationally saturated, that could lead to a local depression in prices and profitability. Similarly, if legalization happens in New Hampshire, that is likely to impact our market share.

## Extreme recession

Extreme recession could negatively impact sales as consumers will have less disposable income. However, cannabis will prices are likely relatively inelastic compared to other goods.[8] Cannabis is safer and less habit forming than alcohol, but in many cases used in a similar manner and environment, and therefore may perform similarly in the market place, making it similar

## Federal Illegality of Marijuana

While the federal government is looking like it's taking hands off approach to legalization, it's not a guarantee that states can operate with impunity in the legal state market. We're subject to public policy whims and enforcement whims of the federal government especially, and to a lesser extent the state and local government.

[8] http://www.ias.org.uk/Alcohol-knowledge-centre/Price/Factsheets/How-does-the-price-of-alcohol-affect-consumption.aspx

## Local opposition

We expect some folks to be opposed to all marijuana due to the stigma and issues around "drug use." Public opposition has been a barrier to marijuana businesses opening in communities across the state. However, the city of Dracut has already approved two cannabis businesses, indicating that there is local support for the industry.

# EXHIBIT 1. HUMAN CAPITAL – DESCRIPTIONS AND BACKGROUNDS

## Wes Ritchie, Esq., Co-founder and President

Wes is an attorney licensed to practice law in Massachusetts since 2013 and has worked in state and local government for over 14 years, including as a local elected official, appointed local board member, and in a variety roles in state government. Most recently, Wes managed a $1.2 million congressional campaign and served as the Chief of Staff for Dracut's Senator Barbara L'Italien for 4 years, from 2015-2019. While the Chief of Staff for Senator L'Italien, he helped oversee new state funding for Dracut focused on several new projects, including public safety initiatives in Marsh Hill, funding for the local Fire Department, and secured millions of dollars in bond funding through legislation.

Wes is an activist at heart, and he got his start in 2004's "equal marriage" movement as an organizer for MassEquality. This passion has been a thread of his career. Wes graduated from law school and went back to work at MassEquality as the Political and Organizing Director of Mass-Equality nearly 10 years later.

Wes has experience in small retail management and on pubic policy around marijuana. He advised the Massachusetts Senate Committee on Marijuana Chair on Massachusetts' first legislatively-passed home-grow regulations and has been actively running a small business as well as political campaigns across Massachusetts for many years. Wes has also served on the board of progressive and prevention organizations like Planned Parenthood of MA Advocacy Fund and the Framingham Coalition for the Prevention of Alcohol and Drug Abuse.

## Ture Turnbull., Co-founder and President

Ture Turnbull has been the executive director for a statewide nonprofit for the last five years, managing every operational aspect of the company. Ture is a recognized health care expert and experienced policy advocate in state and local government.

Ture was sworn in as a Commissioner by former Governor Deval Patrick to the LGBTQ Youth Commission, spending his time there focusing on creating positive health outcomes for vulnerable communities.

Additionally, Ture has worked in local government for nearly 10 years.

He enrolled at Northeastern University to receive his B.S. in Public Administration (International Affairs Specialization) followed by a M.S. in Urban and Regional Policy. Ture went on to receive a certificate of education in Shaping Healthcare Delivery Policy from the Kennedy School of Government at Harvard University.

## Our Team of Professionals:

**Julie O'Neill, Esq.:** Julie focuses her practice on business, corporate and securities law, and counseling individuals and entities at all stages of the corporate life cycle on a wide variety of sophisticated transactions in the U.S., Canada, and abroad. Julie has extensive expertise representing start-up businesses, including helping entrepreneurs in selecting the right legal structures for their businesses, securing debt and equity financing and handling ongoing operational

matters. She frequently represents clients from the formation stage through multiple rounds of financings and finally to liquidity events. In addition, Julie represents multiple family offices, wealth managers and high net worth individuals, and families with planning, investing and structuring matters.

**Dwayne Dancy,** Architect: Dwayne established ISOPARM DESIGN GROUP to be an NYC-based practice that creates unforgettable experiences through the built environment. ISOPARM pushes the boundaries of architecture through an interdisciplinary and technology driven approach that emphasizes close client collaboration. Practicing for more than 15 years, D.Dancy is a hands-on leader whose range of experience spans all phases of projects from conceptual design to completion. He is Fluent in CAD management, 3d modeling and parametric design, his scope of work includes all aspects of planning, documentation, project management and coordination based on the needs of each project. D. Dancy's portfolio comprises completed work for corporate, university, public school, industrial and municipal clients.

**Joseph D. Alaimo,** CEO of Eagle Investigation Services. Joe is a former Deputy Chief of Police. He is highly decorated and accomplished management professional in the areas of Homeland Security, Law Enforcement, Criminal Law Investigation and Response to School Emergencies. Areas of expertise include in-depth knowledge and skilled in law enforcement with a strong understanding of law, regulations, ordinances, and operating policies and procedures. More than 30 years of law enforcement with a proven ability to create and direct security and investigative programs. Joseph is a Massachusetts Notary Public, his commission expires in 2020. Joseph maintains memberships in The International Association of Chiefs of Police (IACP).He US Navy veteran that served aboard the USS San Bernardino LST 1189.

**Joseph E. Solomon**, CFO of Eagle Investigation Services. Joseph E. Solomon is a current Chief of Police in a major city police department who has experience and training in both the field of law enforcement and business management and has a unique understanding of police management skills. Joseph is well versed in Criminal Justice and Business Management, Accounting, Accident Reconstruction, Internal Affairs Investigations, Union management negotiations, Law enforcement operations, school risk mitigation, school safety and security, CPR/AED, First Aid & various medical certification training, Emergency Services, Firearms and Tactical Operations Training. He is a recognized expert and innovator in School Safety and Security, Crisis Mitigation and Community Relations. Joseph is a national lecturer and trainer in the areas of personnel, government and corporate risk management, crisis response and personal safety.

**Ron Muller**, Ron Muller & Associates, Traffic & Planning Committee. Mr. Müller has over 30 years of experience in the permitting of land development projects through the preparation of Traffic Impact and Access Studies and Environmental Impact Reports involving the design of site access and off-site roadway improvements. He has extensive knowledge in the procedures and politics of governmental permitting in Massachusetts, New Hampshire, Connecticut, and Rhode Island and the approval of development projects and transportation improvements. He is capable of coordinating the permitting of development projects involving multiple consultants and numerous permitting issues.

**Plan for Obtaining Liability Insurance**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

New England Craft Cultivators, LLC plans to contract with a qualified insurance provider to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually, as well as product liability coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually. The policy deductible will be no higher than $5,000 per occurrence. New England Craft Cultivators, LLC will maintain full compliance with the insurance requirements from state and local lawmakers and regulators.

If adequate coverage is unavailable at an affordable rate, New England Craft Cultivators, LLC will place in escrow at least $250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days.

New England Craft Cultivators, LLC will keep reports documenting compliance with all state regulations related to insurance coverage.

**Quality Control and Testing**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

Testing

New England Craft Cultivators, LLC will only purchase and sell products at its locations from properly credentialed, licensed cultivators and manufacturers. All products for sale shall have been tested and approved for sale by a licensed independent testing laboratory prior to their sale and delivery to New England Craft Cultivators, LLC.

Quality Control:

New England Craft Cultivators, LLC will comply with the following sanitary requirements:

1. Any New England Craft Cultivators, LLC agent who has any contact with marijuana or nonedible marijuana products, for example through creating the floor displays, will comply with the requirements for food handlers set forth in all laws and regulations.
2. All edible marijuana products will be handled and stored in compliance with the sanitation requirements in all laws and regulations.
3. Any New England Craft Cultivators, LLC agent working in direct contact with marijuana or nonedible marijuana products will conform to sanitary practices while on duty.
4. New England Craft Cultivators, LLC's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
5. New England Craft Cultivators, LLC's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
6. New England Craft Cultivators, LLC will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to state laws and regulations.
7. New England Craft Cultivators, LLC floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair.
8. New England Craft Cultivators, LLC buildings, fixtures, and other physical facilities will be maintained in a sanitary condition.
9. New England Craft Cultivators, LLC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
10. New England Craft Cultivators, LLC will store all products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of the products or their containers.

New England Craft Cultivators, LLC will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products due to any action initiated at the request or order of the Cannabis Control Commission, and any voluntary action by New England Craft Cultivators, LLC to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

**Personnel Policies Including Background Checks**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

Overview:

All New England Craft Cultivators, LLC employees will be agents certified by the Cannabis Control Commission.

New England Craft Cultivators, LLC: will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. New England Craft Cultivators, LLC will keep, at a minimum, the following personnel records.

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent;
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Any specific records related to performance;
5. Personnel policies and procedures; and
6. All background check reports obtained in accordance with state regulations.

Job Descriptions:

Co-Founders and Co-CEO's

1. These roles will be filled by our co-founders and co-CEO's and will lead the organization and the executive management team.
2. The roles will have defined decision-making areas related to the business and areas of supervision of all other roles.
3. Will oversee all staff, contractors, vendors and finances for the organization and overall implementation of plans, company goals, and staff success goals.

Chief Executive of Compliance

1. This person will serve on the executive leadership team.
2. Provide leadership and administration of the diversity plan and positive impact plans throughout the company and marijuana retail establishments.
3. Oversee vendors related to all areas of compliance within the organization including but not limited to record keeping procedures, financial management, reporting, and other operational plans.
4. Work directly with the Co-Chief Executive Officers in delineated ways to lead the organization.

Chief Financial Officer

1. This person will serve on the executive leadership team.
2. Provide day to day financial management, accountability and responsibility from New England Craft Cultivators.
3. Oversee any financial vendors and consultants.

4. Work closely with the Co-CEO's and Chief Executive of Compliance to ensure responsible corporate decision making and financial prudence.

Director of Security:

1. This person will serve on the executive leadership team.
2. Under the supervision of the Chief Executive Officers, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for New England Craft Cultivators, LLC, while implementing, administering, and revising the policies as needed.
3. Provide introductory and regular training to New England Craft Cultivators, LLC agents at all times of onboarding and continuing education.
4. Provide initial and regular training to all security agents and maintain best practices with all security staff.
5. Stay abreast of new industry regulations and industry best practices and recommend modifications as needed.
6. Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with Security Agent if needed.
7. Maintain lists of Agents authorized to access designated areas of the New England Craft Cultivators, LLC facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the New England Craft Cultivators, LLC facility.
8. Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his / her job functions.
9. Maintain all security-related records, incident reports and other reports written by security agents;.
10. Evaluate and determine the number of security agents assigned to each shift and proper shift change times. and
11. Maintain frequent contact with local law enforcement authorities.

Security Agent

1. Security Agents monitor New England Craft Cultivators, LLC security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the New England Craft Cultivators, LLC facility by verifying appropriate ID cards and other forms of identification, including for customers.
2. Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and New England Craft Cultivators, LLC Agents.
3. Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security.
4. Oversee the entrance to the facility and verify credentials of each person seeking access to the New England Craft Cultivators, LLC facility.
5. Answer inquiries, maintain visitor logs,
6. Oversee the delivery of marijuana in conjunction with other New England Craft Cultivators, LLC staff.

Director of Inventory Management

1. This person will serve on the executive leadership team.
2. The Director of Inventory Management is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team.
3. Implementing inventory controls to track and account for all establishment inventory.
4. Coordinate inventory delivery and ensure appropriate staff is present to receive deliveries compliantly and safely.
5. Implementing procedures and notification policies for proper disposal.
6. Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records.
7. Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory.
8. Proper storing, labeling, tracking, and reporting of inventory.

Director of Human Resources

1. This person will serve on the executive leadership team.
2. The New England Craft Cultivators, LLC Director of Human Resources will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for New England Craft Cultivators, LLC, including hiring processes.
3. Work directly with the Chief Executive of Compliance to ensure the positive impact plan goals and diversity plan goals are woven into every process of the recruiting, hiring and maintaining of employees.
4. Oversee onboarding and offboarding of all New England Craft Cultivators, LLC employees.
5. Review and revise New England Craft Cultivators, LLC personnel policies and procedures in consultation with the executive management team and other relevant staff.
6. Develop training schedules and policies for New England Craft Cultivators, LLC Agents under the supervision of the executive management team and department managers.
7. Take the lead on communicating with Agents about advancement opportunities within the industry, including conference and sponsorship opportunities available from New England Craft Cultivators, LLC.
8. Take the lead on any and all Agent discipline if necessary.
9. Ensure compliance with any and all workplace policy laws and requirements.
10. Lead additional human resources tasks as determined by the executive management team.

Marijuana Retail Management and Assistant Management

1. Marijuana retail management team members will be responsible for the day to day operations of the marijuana retail establishments and will interface regularly with other corporate positions.
2. Oversee the operations and schedule of employees who are front facing in all marijuana retail establishments.
3. Communicate issues and needs to the corporate staff on a regular basis and work cross-departmentally to ensure the success of the employees and an exceptional customer experience.
4. Regularly interact with relevant departments related to personnel, inventory management, and other essential functions.

5. Stay abreast of industry trends and education to help educate customers about products that will fit their needs.
6. Serve as establishment backup staff when necessary, and perform all of the regular functions of other establishment staff members when needed.

Marijuana Retail Establishment Staff.

1. As the most visible staff working for New England Craft Cultivators, LLC, establishment staff will be knowledgeable and personable while maintaining education about all of New England Craft Cultivators, LLC's products.
2. Manage the point of sale and conduct customer transactions for marijuana products.
3. Other responsibilities as necessary.

Standards of Conduct

New England Craft Cultivators, LLC is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is New England Craft Cultivators, LLC's mission to provide a professional workplace free from harassment and discrimination for employees. New England Craft Cultivators, LLC will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to New England Craft Cultivators, LLC values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment and that will not be tolerated.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of nonemployees directed at New England Craft Cultivators, LLC employees or customers also is condemned and will be promptly addressed.

Violence in the Workplace:

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on New England Craft Cultivators, LLC facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and / or the police will be notified accordingly.

Employment Status

All New England Craft Cultivators, LLC jobs will be quality paying jobs with a generous benefits package. In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose.

Workplace Attire

The required attire for registered Agents at New England Craft Cultivators, LLC varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Proposed Hours of Operation

Hours of operation are subject to the special permit granting authority, and the proposed hours are:

Monday Through Saturday, 9:00am to 10:00pm.
Sunday, 10am to 6pm.

After Hours Contact Information

Co-Founder and Co-CEO: Wes Ritchie, 508-479-8344
Co-Founder and Co-CEO: Ture Turnbull, 617-602-7868

Overview of Personnel Policies and Procedures

Standard Employment Practices: New England Craft Cultivators, LLC values the contributions of its management and staff positions. The Company will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of a small business-adult use marijuana program in Massachusetts.

Advancement: The organization will be structured in a collaborative manner, with promotional opportunities within each department and a special attention to detail to advance the careers of every employee of New England Craft Cultivators, LLC. Participation in training and regular performance evaluations will be critical for any promotions or pay increases, and access to growth opportunities will be intentional and abundant.

Written Policies: New England Craft Cultivators, LLC written policies will address, among other things, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, state regulations, holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations: New England Craft Cultivators, LLC will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with state regulations.

Possible Outside Counsel: New England Craft Cultivators, LLC may retain counsel specializing in employment law to assist the Director of Human Resources with any issues and questions.

Job Status

Job Classifications: Positions at New England Craft Cultivators, LLC are categorized by rank and by department. The executive management team oversees the overall success of the mission of the company; the Co-Founders and Co-CEO's are responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules: Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Service Requirements: There will be a mandatory, recurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as maintenance staff and consultants, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks: Daily breaks, including lunch breaks, will at minimum comply with the laws of the Commonwealth.

Performance Reviews: All performance reviews will be conducted by executive or department managers. Entry reviews will help identify the goals and aspirations of all of our employees and intermittent reviews will be tailored to the individual employees. Reviews will be conducted, a minimum, at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies: New England Craft Cultivators, LLC's leave policies will comport with all state and federal statutes. All fulltime employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two (2) weeks in advance and approved by the employee's department manager. New England Craft Cultivators, LLC will determine which holidays will be observed and which departments will not be required to work. New England Craft Cultivators, LLC will offer paid family, maternity/paternity, leave. Additional leave will not be paid and must be approved by the department manager.

Holidays: New England Craft Cultivators, LLC anticipates observing the following holidays: New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas Day.

Corrective Action Policies:

New England Craft Cultivators, LLC's Corrective Action Policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of New England Craft Cultivators, LLC Corrective Action Policy and procedure have been designed consistent with organizational values, best practices, and employment laws.

New England Craft Cultivators, LLC reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of corrective intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and / or training; the employee's work record; and the impact the conduct and performance issues have on New England Craft Cultivators, LLC's organization.

The disposition of cases, depending on the severity of the action, can result in either a verbal warning, written warning, suspension and/or final warning. In each of these cases, the corrective action recommended will be written and documented in the employee's personnel file. In certain cases, employees may be immediately terminated when their conduct requires it. Employees may be terminated without prior notice or corrective action, consistent with all federal and state laws.

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from New England Craft Cultivators, LLC, his or her supervisor must contact the Director of Human Resources to schedule an exit interview, typically to take place on employee's last workday. The separating employee will contact the Human Resources Department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Any separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards.

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Director of Human Resources, and the applicant must meet all minimum qualifications and requirements of the position. Department managers must obtain approval from the Director of Human Resources prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure may or may not be considered in calculating longevity, leave accruals, or any other benefits at the discretion of New England Craft Cultivators, LLC.

Pay Levels and Compensation

New England Craft Cultivators, LLC believes that it is in the best interest of both the organization and its employees to fairly compensate its workforce for the value of the work provided. New England Craft Cultivators, LLC also believes that good pay, benefits and opportunities for advancement will help retain employees. It is New England Craft Cultivators, LLC's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of an employee. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team. New England Craft Cultivators, LLC will pay special attention to making sure that equal pay for equal work is accomplished across all gender, demographic, ability, and other groups.

Pay Evaluation Criteria: The executive management team will give final approval for the compensation system that will be used by New England Craft Cultivators, LLC.

1. The compensation system will price positions to market by using local, national, and industry specific survey data;
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location;
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at New England Craft Cultivators, LLC, factored for general economic variances, and adjusted to reflect the local economic marketplace;
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure;
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program;

6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Background Checks

In addition to completing the Commission's Agent registration process, all Agents hired to work for New England Craft Cultivators, LLC will undergo a detailed background investigation prior to being granted access to New England Craft Cultivators, LLC facility or beginning work duties.

Background checks will be conducted on all Agents in their capacity as employees or consultants for New England Craft Cultivators, LLC pursuant to state regulations 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 state regulations, New England Craft Cultivators, LLC will consider:

1. 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;
2. 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;
3. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in state regulations commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the lookback period will commence upon release from incarceration.

Suitability determinations will be made in accordance with the procedures set forth in state regulations. In addition to the requirements established in state regulations, New England Craft Cultivators, LLC will:

1. Comply with all guidance provided by the Commission and state regulations to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination;
2. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under state regulations. In the event a Presumptive Negative Suitability Determination is made, New England Craft Cultivators, LLC 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.

3. 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;

Upon adverse determination, New England Craft Cultivators, LLC will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by New England Craft Cultivators, LLC along with any legal notices required.

All suitability determinations will be documented in compliance with all state regulations 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 before the time of hire.

As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

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 New England Craft Cultivators, LLC or the Commission.

**Record Keeping Procedures**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

All of the records from New England Craft Cultivators, LLC are available for inspection by the Cannabis Control Commission upon request. New England Craft Cultivators, LLC's internal records are maintained in accordance with Generally Accepted Accounting Principles. Written records that are maintained and available for inspection by the Commission include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

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);
4. The following personnel records;
    a. Job descriptions for each employee and other position, as well as organizational charts consistent with the job descriptions;
    b. A personnel record for each marijuana establishment agent. New England Craft Cultivators, LLC records will be maintained for at least 12 months after termination of the individual's affiliation with New England Craft Cultivators, LLC and will include, at a minimum, the following:
        i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        ii. Documentation of verification of references;
        iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
        v. Documentation of periodic performance evaluations;
        vi. A record of any disciplinary action taken; and
        vii. Notice of completed responsible vendor and eight-hour related duty training.
    c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    d. Personnel policies and procedures; and
    e. All background check reports obtained in accordance with 935 CMR 500.030.
5. Business records: New England Craft Cultivators, LLC maintains its financial records within QuickBooks, including all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on New England Craft Cultivators, LLC's profit and loss or balance sheet. These records cover:
    a. Assets and Liabilities;

b. Monetary transactions;
c. Books of accounts, including journals, ledgers, and supporting documents;
d. Sales records including the quantity, form, and cost of marijuana products; and
e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

6. Waste disposal records as required under 935 CMR 500.105(12); and In the event of closure, New England Craft Cultivators, LLC will maintain all records for at least two years in a form and location acceptable to the Commission.

**Qualifications and Training**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

New England Craft Cultivators, LLC will ensure that all individuals hired to work at its Marijuana Retail Establishment are qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications of Employees:

In accordance with the state's cannabis laws and regulations, 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.

New England Craft Cultivators, LLC will also ensure that its employees are suitable for registration consistent with state regulations concerning suitability. In the event that New England Craft Cultivators, LLC discovers any of its Agents are not suitable for registration as a marijuana establishment agent, the Agent's employment will be terminated, and New England Craft Cultivators, LLC will notify the Cannabis Control Commission within one (1) business day that the Agent is no longer associated with New England Craft Cultivators, LLC.

Initial Training and Continued Education

In accordance with the state's cannabis laws and regulations and prior to performing job functions, each of New England Craft Cultivators, LLC's agents will complete training that is tailored to the roles and responsibilities of the Agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

Initial onboard training for new employees will consist of the following:

1. New retail agents must complete an initial training regimen prior to performing actual job functions.
2. Training includes shadowing a retail agent in a similar role with similar job responsibilities
3. Training must also include training on confidentiality as well as in depth review of Marijuana adult-use regulations.
4. Incident de-escalation techniques and emergency policies.
5. Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual hired indicating the date, time, and place they received said training and the topics discussed, including the name and title of presenters. This must be included in employee's personnel file.
6. Responsible Vendor Training:
    a. Within 90 days of hiring all employees that are involved in the handling and sale of marijuana for adult-use will attend and successfully complete a responsible vendor program to be designated a "responsible vendor."

b. Administrative employees who do not handle or sell marijuana will also take the "responsible vendor" program.

Ongoing training shall include but not be limited to:

1. At a minimum, staff shall receive a minimum of 8 hours on-going, relevant training and/or supplemental education annually.
2. The Director of Security will determine the annual training agendas for both retail and cultivation staff.
3. All employees that are involved in the handling and sale of marijuana for adult-use will successfully complete the responsible vendor program once every year thereafter as required by the Commission to maintain designation as a "responsible vendor."
4. Professional development opportunities to ensure employees are on track to meet their personal career goals and that New England Craft Cultivators, LLC is helping them meet those advancement goals.

As part of the Responsible Vendor program, New England Craft Cultivators, LLC's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration, and confiscation of fraudulent identifications;
5. Other such areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
    a. Local and state licensing and enforcement;
    b. Incident and notification requirements;
    c. Administrative and criminal liability and license and court sanctions;
    d. Waste disposal and health and safety standards;
    e. Patrons prohibited from bringing marijuana onto licensed premises;
    f. Permitted hours of sale and conduct of establishment;
    g. Permitting inspections by state and local licensing and enforcement authorities;
    h. Licensee responsibilities for activities occurring within licensed premises;
    i. Maintenance of records and privacy issues; and
    j. Prohibited purchases and practices.

**Plan for Maintaining Financial Records**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

New England Craft Cultivators, LLC uses QuickBooks to maintain financial records. New England Craft Cultivators, LLC's operating policies and procedures ensure financial records are accurate and maintained in compliance with state regulations. Financial records maintenance measures include policies and procedures requiring that:

1. Including all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on New England Craft Cultivators, LLC's profit and loss or balance sheet. All records will be kept in accordance with Generally Accepted Accounting Principles (GAAP). These records cover:
    a. Assets and liabilities;
    b. Monetary transactions;
    c. Books of accounts, including journals, ledgers, and supporting documents;
    d. Sales records including the quantity, form, and cost of marijuana products; and
    e. Salary and wages paid to each employee, stipends paid, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment,
2. New England Craft Cultivators, LLC will comply with all sales recording requirements, including:
    a. Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (the "DOR"), and a sales recording module approved by DOR
    b. Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed
3. Confidential financial information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required by law or regulation. However, the Cannabis Control Commission (the "Commission") may access this information as required.
4. All New England Craft Cultivators, LLC records will be maintained in a way that allows all records to be audited or examined by the Commission, the Department of Revenue, and other state agencies in order to ensure compliance with Massachusetts tax laws and state regulations.
5. Additional written financial records will be securely maintained, including but not necessarily limited to records of:
    a. Compliance with liability insurance coverage or maintenance of escrow requirements and all bond or escrow requirements.
    b. Fees, fines or penalties paid under state regulations and other applicable sections of the regulations.

<u>Additional Maintenance of Financial Records Plan:</u>

New England Craft Cultivators, LLC shall not utilize software or other methods to manipulate or alter sales data consistent with 935 CMR 500.140(6).

If New England Craft Cultivators, LLC determines that software or other methods have been installed/utilized to manipulate or alter sales data it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission consistent with 935 CMR 500.140.

New England Craft Cultivators, LLC shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements consistent with 935 CMR 500.140(6).

New England Craft Cultivators shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales consistent with 935 CMR 500.140(6).

**Plan for Restricting Access to Age 21 and Older**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

New England Craft Cultivators, LLC Retail Establishment will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo identification.

Before an individual may enter the facility, a New England Craft Cultivators, LLC security agent will inspect the individual's proof of identification and confirm that the individual is at least 21 years of age. New England Craft Cultivators, LLC trained security agents will be on-site during business hours to observe, report and prevent loitering, solicitation, diversion of marijuana and marijuana product, and access by individuals under the age of 21.

If New England Craft Cultivators, 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. New England Craft Cultivators, LLC also will not hire, as agents, any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.

In compliance with state regulations, New England Craft Cultivators, 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. All marketing, advertising, and branding practices shall be compliant with Cannabis Control Commission and any other state and local regulations. New England Craft Cultivators, LLC will not 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 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.

New England Craft Cultivators, LLC will not sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, that may be attractive to minors. In accordance with state regulations, any adult use marijuana 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."

All New England Craft Cultivators, LLC product packaging will be tamper or child-resistant, and 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.

New England Craft Cultivators, LLC's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

All employees and registered agents must be 21 years of age or older consistent with 935 CMR 500.029 or 500.030.

All visitors must be 21 years of age or older consistent with 935 CMR 500.002.

All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center consistent with 935 CMR 500.050(5).

**Diversity Plan**

Property Address: 112-114 Main Street Unit #1, Pepperell MA 01463
Applicant: New England Craft Cultivators, LLC

I. Overview

New England Craft Cultivators, LLC is an equal opportunity employer dedicated to promoting equity in its operations for diverse populations, which the Cannabis Control Commission has defined to include the following demographic distinctions: (1) Minorities, (2) Women, (3) Veterans, (4) People with disabilities, (5) LGBTQ+ people.

As an LGBTQ-owned company, New England Craft Cultivators, LLC will have a heightened and acute focus on providing LGBTQ+ people with the tools and opportunities they need to be successful. New England Craft Cultivators, LLC will have a senior member of our team who is responsible for implementing and directing the company's diversity plan, integrating the plan into the company fabric, and reporting on the plan's goals, programs and measurements.

II. Plan Goals

Goal #1: New England Craft Cultivators, LLC has the goal of intentionally attracting a diverse applicant pool with a minimum of 50% of applicants who identify as members of the recognized diverse populations for our corporate and retail positions.

Goal #2: New England Craft Cultivators, LLC will provide advancement opportunities for the above populations in order to create and maintain a diverse workplace and to support the success of minority employees in all protected classifications, including, but not limited to, race, gender, veteran status, disability status, and LGBTQ+ expression. At least 50% of New England Craft Cultivators, LLC's internal promotions and advancements shall be awarded to employees who identify as members of the recognized diverse populations. New England Craft Cultivators, LLC shall make sure that 100% of its employees who identify as minorities, women, veterans, people with disabilities, or LGBTQ+ people will have the opportunity to attend at least one professional development or career advancement event that is fully sponsored and paid for by New England Craft Cultivators, LLC annually. It is the goal of New England Craft Cultivators, LLC to fully sponsor and pay for 50% of said employees to attend a second professional development or career advancement event per year.

Goal #3: New England Craft Cultivators, LLC has the goal of hiring 55% (20% LGBTQ, 20% Women, and 15% made up of Minorities, Veterans and People with Disabilities) of its overall employees and its employees who are involved in the operations of the Marijuana Establishment from the above-listed demographics within the first year of operation. New England Craft Cultivators, LLC then seeks to increase that percentage to at least 60% (20% LGBTQ, 20% Women, and 20% made up of Minorities, Veterans and People with Disabilities) of its overall employees and its employees who are involved in the operations of the Marijuana Establishment by the second year of operations. It is our plan to hire at least 20% of our staff who identify as

two or more of the following demographic distinctions: (1) Minorities, (2) Women, (3) Veterans, (4) People with disabilities, (5) LGBTQ+ people.

## III. Programs

Program #1: Direct Advertising and Active Recruitment of a diverse applicant pool. To obtain a diverse applicant pool, New England Craft Cultivators, LLC's recruiting efforts will include outreach via our programs set up within the positive impact plan which include outreach to the Middlesex, Essex and Suffolk county sheriff's groups as well as organizations like Black and Pink that work with LGBTQ inmates through reentry. Additionally, New England Craft Cultivators, LLC will reach out through the internet and to community organizations directly to encourage diversity among both retail job and operational management job applicants. This work will help us meet our 50% goal of hiring from the above listed demographics.

Program #2: Active Recruitment With Social Equity and Economic Empowerment Cannabis Companies. New England Craft Cultivators, LLC will work directly with our partners in the cannabis industry to identify talent. One example of this is our relationship with the company Freshly Baked out of Taunton. The principals of Freshly Baked are veterans, and New England Craft Cultivators, LLC will reach out to our partners like Freshly Baked and into their networks regularly and when we are looking to hire people and vendors and other services. This work will help us meet our 50% goal of hiring from the above listed demographics.

Program #3: Internal Advancement Procedures. New England Craft Cultivators, LLC will initiate a process that begins at hiring and helps our company understand how each of our employees is interested in growing within the industry. Staff tasked with any involved in any manner with hiring process will be properly trained and the process will be carefully monitored so as to optimize opportunity for job candidates who are in the above classifications, in compliance with the guidance of the Commission. Once hired, we will have a feedback system that creates the space for and encourages every employee to stay connected with growth opportunities within the industry. New England Craft Cultivators LLC, will have an amount of money set aside so that we can sponsor at 100% of costs for individual employees at professional development or career advancement events like cannabis conferences that could help the growth of all of our employees. These opportunities will be widely shared internally and our employees in all protected classifications will be encouraged to attend.

Program #4: Ongoing Training and Advancement. New England Craft Cultivators, LLC will emphasize ongoing training of management to support the success and retention of a diverse workforce. The principals will ensure that all employees receive the oversight, guidance and constructive feedback necessary to support their individual job performance. Dignity, respectful communication and collaboration will be the key values emphasized in all areas of training, continuing education and supervision. New England Craft Cultivators, LLC seeks to ensure all employees have the necessary training and opportunities to thrive both with our company and throughout the cannabis industry more generally.

## IV. Measurements and Accountability

Measurement #1: New England Craft Cultivators, LLC will calculate and record, upon issuance of its adult-use license, the number of self-identified members of under-represented populations among management and staff in order to provide a base measure of diversity employment at the outset of company operations.

Measurement #2: New England Craft Cultivators, LLC will maintain an up-to-date record of recruitment, hiring, and promotion of people falling into the above-mentioned demographic groups. This number will be reported to the commission and reported publicly as part of New England Craft Cultivators, LLC's internal reporting and communications.

Measurement #3: Regularly assessing success will be a key component of the senior leadership team at New England Craft Cultivators, LLC. New England Craft Cultivators, LLC will regularly gather pertinent information to measure the efficacy of each of the programs under this plan by evaluating the diversity profile of its applicant pool and employees at every level of the organization. As needed, based on the results of each assessment, recruitment and hiring, training and retention advancement programs will be modified to more effectively achieve the goals of the company and this plan.

Measurement #4: At the end of the first year from its initial final license, and each year thereafter, New England Craft Cultivators, LLC will undertake written assessments of its success in attracting and retaining a diverse workforce, consistent with the goals and programs within this plan. This information will be submitted to the Commission at each renewal period. The written assessment will include, but not be limited to, (1) self-reported and/or objective data on the characteristics of the overall applicant pool, (2) self-reported and/or objective data on the characteristics of the overall work force retained by New England Craft Cultivators, LLC, at each level of the organization, (3) an assessment of the resources that have been invested in New England Craft Cultivators, LLC's employees to advance their own personal industry growth goals, (4) a written good faith evaluation of New England Craft Cultivators, LLC success at attracting and maintaining diverse applicant pools and workforce, and (5) recommendations for improving the effectiveness of New England Craft Cultivators, LLC's diversity efforts. Such assessments will include evaluation of both qualitative and quantitative information, where available.

## V. Acknowledgements

New England Craft Cultivators, LLC acknowledges that it will adhere to the following requirements:

1. New England Craft Cultivators, LLC has contacted and received permission, or will do so in the future, prior to communicating employment openings to all organizations and other entities.
2. New England Craft Cultivators, LLC 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; and

3. Any actions taken, or programs instituted, by New England Craft Cultivators, LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.