



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281442  
Original Issued Date: 03/15/2021  
Issued Date: 03/10/2022  
Expiration Date: 03/15/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Fresh Connection Boston LLC

Phone Number: 201-783-2949 Email Address: freshconnectionbos@gmail.com

Business Address 1: 175-195 Kimball street

Business Address 2:

Business City: Fitchburg

Business State: MA

Business Zip Code: 01420

Mailing Address 1: 175-195 Kimball street

Mailing Address 2:

Mailing City: Fitchburg

Mailing State: MA

Mailing Zip Code: 01420

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Final Certificate of Registration, but is not open for business in Massachusetts

To your knowledge, is the existing RMD certificate of registration in good standing?: no

If no, describe the circumstances below: Not applicable

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33 Percentage Of Control: 33

Role: Executive / Officer

Other Role:

First Name: William

Last Name: Seagaard

Suffix:

Gender: Male

User Defined Gender:

Date generated: 04/05/2022

Page: 1 of 7

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33 Percentage Of Control: 33

Role: Executive / Officer

Other Role:

First Name: samantha

Last Name: seagaard

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33 Percentage Of Control: 33

Role: Executive / Officer

Other Role:

First Name: Zachary

Last Name: Swanson

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Frais Cannexion Inc

Entity DBA:

DBA

City:

Entity Description: Domestic corporation

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

**Relationship Description:** Marijuana establishment (the Fresh Connection Boston LLC) is a subsidiary of Frais Cannexion Inc. and is governed directly under the bylaws of the parent corporation which takes direction through majority votes of its shareholders and directors of which a majority is represented by the three founding members: Samantha Seagaard, William Seagaard, and Zachary Swanson. Any changes to this structure will first be submitted to the commission for approval.

### 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

#### Business Interest in Other State 1

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Samantha	<b>Owner Last Name:</b> Seagaard	<b>Owner Suffix:</b>
<b>Entity Legal Name:</b> The Fresh Connection LLC		<b>Entity DBA:</b>
<b>Entity Description:</b> agricultural producer		
<b>Entity Phone:</b> 201-390-0184	<b>Entity Email:</b> thefreshconnectionpdx@gmail.com	<b>Entity Website:</b>
<b>Entity Address 1:</b> 34800 s wilhoit rd		<b>Entity Address 2:</b>
<b>Entity City:</b> molalla	<b>Entity State:</b> OR	<b>Entity Zip Code:</b> 97038 <b>Entity Country:</b> United States
<b>Entity Mailing Address 1:</b> PO box 421		<b>Entity Mailing Address 2:</b>
<b>Entity Mailing City:</b> molalla	<b>Entity Mailing State:</b> OR	<b>Entity Mailing Zip Code:</b> 97211 <b>Entity Mailing Country:</b> United States

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

<b>Establishment Address 1:</b> 175-195 Kimball street	
<b>Establishment Address 2:</b>	
<b>Establishment City:</b> Fitchburg	<b>Establishment Zip Code:</b> 01420
<b>Approximate square footage of the Establishment:</b> 20000	<b>How many abutters does this property have?:</b> 14
<b>Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?:</b> Yes	
<b>Cultivation Tier:</b> Tier 02: 5,001 to 10,000 sq. ft.	<b>Cultivation Environment:</b> Indoor

#### FEE QUESTIONS

**Cultivation Tier:** Tier 02: 5,001 to 10,000 sq. ft.    **Cultivation Environment:** Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	proof of publishing in sentinel.pdf	pdf	5cc073f0b1ec4a4c446c2b5d	04/24/2019
Certification of Host Community Agreement	2019.05.15 HCA Certification Form[21494].pdf	pdf	5cdc78d4acc50017edd5ed24	05/15/2019
Plan to Remain Compliant with Local Zoning	special permit Fitchburg 1.pdf	pdf	5dd326fed5b0805341c6281a	11/18/2019
Plan to Remain Compliant with Local Zoning	Plan to remain compliant.pdf	pdf	5e5d3980d2a4e4440583863e	03/02/2020
Community Outreach Meeting Documentation	Attachment C 1.pdf	pdf	5e5eb9fdc51b0d43fad1c9f1	03/03/2020
Community Outreach Meeting Documentation	Attachment B .pdf	pdf	5e5fd02d9e668e468af063bf	03/04/2020
Community Outreach Meeting Documentation	Community outreach form[35303].pdf	pdf	5e5fd088d21b9346780e0f12	03/04/2020

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.: \$10000

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	positive impact plan update.pdf	pdf	5e5d3ff256474b469c110886	03/02/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:  
First Name: William Last Name: Seagaard Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

##### Individual Background Information 2

Role: Other Role:  
First Name: Samantha Last Name: Seagaard Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

##### Individual Background Information 3

Role: Other Role:  
First Name: Zachary Last Name: Swanson Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

Role: Parent Company Other Role:  
Entity Legal Name: Frais Cannexion Inc. Entity DBA: The Fresh Connection  
Entity Description: Parent Corporation of cultivation license holder  
Phone: 978-400-0240 Email: freshconnectionbos@gmail.com  
Primary Business Address 1: 175-195 Kimball street Primary Business Address 2:  
Primary Business City: Fitchburg Primary Business State: MA Principal Business Zip Code:  
01420

Additional Information: Owned fully by the 3 prior stated partners, Samantha, Zachary, and William at this point. Prior to any changes to this corporate structure or ownership changes documentation will be given to the commission for review and approval.

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization FC	pdf	5ca8fe4feadf341230f6d338	04/06/2019



	Boston.pdf			
Bylaws	bylaws FC Inc and FC Boston.pdf	pdf	5ca8fed2293a5312448eecb4	04/06/2019
Bylaws	certificate of amendment LLC[19674].pdf	pdf	5ca9012bd7a931124ee08bf8	04/06/2019
Bylaws	special shareholders minutes 4-1-19.pdf	pdf	5dd33915ea4df3530e644f73	11/18/2019
Bylaws	FC Boston bylaw adoption attestation.pdf	pdf	5dd3394374bb15534cd4ce0d	11/18/2019
Department of Revenue - Certificate of Good standing	Letter of Tax compliance.pdf	pdf	5dd3554b74bb15534cd4ce3a	11/18/2019
Secretary of Commonwealth - Certificate of Good Standing	cert good standing sec of state.pdf	pdf	5dd35557b4f83557d6cc71e2	11/18/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA Cert of good standing.pdf	pdf	61de0f1a879c73091c81025d	01/11/2022
Secretary of Commonwealth - Certificate of Good Standing	FCB SOS Cert of Good Standing 2022.jpg	jpeg	61e1b83ad3dbc608cffa0294	01/14/2022
Department of Revenue - Certificate of Good standing	FCB Tax Cert of Good Standing.pdf	pdf	61e1b8c6d04772090d59d53e	01/14/2022

Massachusetts Business Identification Number: 001325919

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Updated Timeline resubmission.pdf	pdf	6215318b25efbc08930179a8	02/22/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	Separating Recreational From Medical.pdf	pdf	5cb608afb7c9d44e9105e65	04/16/2019
Restricting Access to age 21 and older	restricting access to over 21 plan.pdf	pdf	5cb608c0cee9f84c343649fc	04/16/2019
Transportation of marijuana	transport-transfer procedures.pdf	pdf	5cb6090b942dc34c4ebdfdf2	04/16/2019
Prevention of diversion	Diversion prevention.pdf	pdf	5cb60ac273349d44fd629a8b	04/16/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5cb60acf0a957444d59081d6	04/16/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5cb60adf8e20fa4c3aba638a	04/16/2019

Personnel policies including background checks	Personnel Policies.pdf	pdf	5cb60ba0b10c2044c5596e40	04/16/2019
Security plan	Architecturals-Survey with cameras[20187].pdf	pdf	5cb63423f25dae4c6c3f1383	04/16/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5dd4349640e348579197d191	11/19/2019
Policies and Procedures for cultivating.	Hours of operation.pdf	pdf	5dd43f249c1081532b9a5e09	11/19/2019
Policies and Procedures for cultivating.	Emergency contact list.pdf	pdf	5dd440c766a32657cfbdb882	11/19/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5e5d4108b56dea46718f14f3	03/02/2020
Maintaining of financial records	Financial Records.pdf	pdf	5e5d4215b56dea46718f14fc	03/02/2020
Security plan	Security Plan.pdf	pdf	620d0e685099080851f3b8c9	02/16/2022
Qualifications and training	Qualifications and Intended Training.pdf	pdf	620d0e7b71cb79087959451e	02/16/2022
Policies and Procedures for cultivating.	Cultivation Outline and SOPS.pdf	pdf	620d0ecf8d09e508d6119b0c	02/16/2022
Diversity plan	Diversity Plan.pdf	pdf	620d2964dc96b108e551dd8e	02/16/2022

## ATTESTATIONS

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

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

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

Notification: I Understand

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

## COMPLIANCE WITH POSITIVE IMPACT PLAN

### Progress or Success Goal 1

**Description of Progress or Success:** Unfortunately, due to our not being operational we've been unable to dedicate significant resources to implementing our plan. However, as soon as we are open and begin to scale up we plan to hire mainly from the city of Fitchburg and promote the programs and organizations listed in our positive impact plan.

We have been able to maintain contact with our community relations board and hope to make significant strides in 2022 as we have made some great personal connections in the community during our time in Fitchburg!

## COMPLIANCE WITH DIVERSITY PLAN

Date generated: 04/05/2022

### Diversity Progress or Success 1

**Description of Progress or Success:** Again, as our opening has been delayed we've been unable to make significant progress on this. However, it is going to be at the forefront of our minds when hiring staff and organizing events which we hope will begin after the March meeting!

### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: 9:00 AM	Saturday To: 3:00 PM
Sunday From: Closed	Sunday To: Closed

## Order Confirmation

**Ad Order Number**

0001590078

**Customer**

WILL SEAGAARD

**Payor Customer**

WILL SEAGAARD

**PO Number**

Marijuana Establishment

**Sales Rep.**

bdow

**Customer Account**

168487

**Payor Account**

168487

**Ordered By**

Will Seagaard

**Order Taker**

bdow

**Customer Address**195 KIMBALL ST  
FITCHBURG MA 01420 USA**Payor Address**195 KIMBALL ST  
FITCHBURG MA 01420 USA**Customer Fax****Order Source****Customer Phone**

2017832949

**Payor Phone**

2017832949

**Customer EMail****Special Pricing****Tear Sheets**

0

**Proofs**

0

**Affidavits**

0

**Blind Box****Promo Type****Materials****Invoice Text****Ad Order Notes****Net Amount**

\$60.69

**Tax Amount**

\$0.00

**Total Amount**

\$60.69

**Payment Method**

Credit Card

**Payment Amount**

\$0.00

**Amount Due**

\$60.69

**Ad Number**      **Ad Type**  
0001590078-01    CLS Liner

**Production Method**      **Production Notes**  
AdBooker

**External Ad Number**      **Ad Attributes**      **Ad Released**      **Pick Up**  
No

**Ad Size**      **Color**  
1 X 21 li

**WYSIWYG Content**

Notice is hereby given  
that a Community  
Outreach Meeting  
for a proposed Marijuana  
Establishment is scheduled  
for April 10th, 2019 at  
6:00 PM in the FATV  
conference room address:  
175 Kimball street  
Fitchburg, MA 01420. The  
proposed cultivation facility  
is anticipated to be located  
at 175-195 Kimball street  
Fitchburg, MA 01420.  
There will be an  
opportunity for the public  
to ask questions. Please  
park in the lot nearest to  
Rollstone Street.

April 1, 2019

<b><u>Run Date</u></b>	<b><u>Product</u></b>	<b><u>Placement</u></b>	<b><u>Rate</u></b>	<b><u>Sched Cst</u></b>	<b><u>Disc/Prem</u></b>	<b><u>Color</u></b>	<b><u>Pickup</u></b>	<b><u>Tax</u></b>	<b><u>Subtotal</u></b>
04/01/2019	Sentinel and Enterpr	Legal	\$23.31 per Inch	\$54.39	\$0.00	\$0.00	\$0.00	\$0.00	\$54.39
04/01/2019	SE SunMedia	Legal	\$2.70 per Inch	\$6.30	\$0.00	\$0.00	\$0.00	\$0.00	\$6.30

## 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, William Seaguard, (insert name) certify as an authorized representative of The Fresh Connection Boston (insert name of applicant) that the applicant has executed a host community agreement with City of Fitchburg (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5/9/19 (insert date).

William Seaguard  
Signature of Authorized Representative of Applicant

5/15/19

### Host Community

I, Stephen L. DiNatale, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Fitchburg (insert name of host community) to certify that the applicant and City of Fitchburg (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 5/9/19 (insert date).

Stephen L. DiNatale  
Signature of Contracting Authority or  
Authorized Representative of Host Community



CITY OF FITCHBURG  
**PLANNING BOARD**

166 BOULDER DRIVE  
FITCHBURG, MASSACHUSETTS 01420

(978) 829-1891  
PHONE

(978) 829-1965  
FAX

**Special Permit #2019 - 09  
& Site Plan Approval**

**Proposed Use:** Non-Medical Marijuana Establishment (ME)  
Cultivation and Product Manufacturing Facility

**Applicant:** The Fresh Connection-Boston, LLC  
249 Knickerbocker Road  
Cloister, New Jersey 07624

**Property Owner:** Seagaard Realty Trust  
249 Knickerbocker Road  
Cloister, New Jersey 07624

**Location:** 175 Kimball St.  
Assessors Map 41-25-09  
(Deed Book 9248, pg. 41)

**Zoning District:** Industrial

**Relief Sought:** Special Permit under Sec. 181.65 & 181.93 and  
Site Plan Approval under Sec. 181.94

**Meeting Dates:** May 14, 2019

**Members Present:** Caron, Capodagli, Fontaine, Hurley, O'Kane, Van Hazinga,  
Koeck (Assoc. member)

**Vote:** 7-0 to Approve Special Permit & Site Plan

2019 AUG - 9 AM 10:15

FITCHBURG CITY CLERK

**FINDINGS**

**Materials submitted:**

- "Plan of Land in Fitchburg, Mass. Prepared for Seagaard Realty Trust" prepared by David E. Ross Associates, Inc. dated March 2019
- "Proposal for Special Permit for marijuana cultivation and product manufacturing by The Fresh Connection Boston LLC Sited at 175 Kimball St. Fitchburg, MA 01420, prepared by William Seagaard

**PROJECT INFORMATION**

The applicant proposes to use the bottom floor of an existing mill building at 175 Kimball for a Tier II (max. 10,000 sq. ft. grow canopy) non-medical Marijuana Establishment (ME), conducting licensed operations as a Marijuana Cultivator (MC) and Marijuana Product Manufacturer (MPM) facility. Phase I will have a 2,100 sq. ft. grow canopy. Applicant plans to expand to 5,000 - 10,000 sq. ft. No retail sales are proposed from this location. The building is three stories, 300 feet long. One other tenant is currently in the building. Access to grow facility is only thru the main entry. The entire site will be fenced in.

**Special Permit Criteria**

Marijuana Cultivator (MC) and Marijuana Product Manufacturer (MPM) facilities may be permitted in the Industrial and Light Industrial zoning districts as a Marijuana Establishment (ME) in accordance with 181.313 Table of Principal Uses. In granting a Special Permit for



either a MC or MPM, in addition to the general criteria for issuance of a special permit set forth in Section 181.93 of this Ordinance, the Planning Board shall find that the following criteria under 181.65 and applicable portions of 181.64 are met:

- The applicant has demonstrated that the ME has or will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations including, but not limited to G.L. c. 94G, §12 General Marijuana Establishment Operation;
- The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg;
- The facility meets all criteria required for a Special Permit for a MMM under Section 181.645 of the Zoning Ordinance;
- The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not limited to Section 181.654; and
- Aside from the reduction in setback criteria detailed below, the facility satisfies the location, setback, access and security requirements identified under 181.65.

#### **Specific Findings:**

The Board determines that the proposed use satisfies the requirements identified under the City of Fitchburg Zoning Ordinance Section 181.65 special permit criteria for Marijuana Establishments (ME) as Marijuana Cultivator (MC) and Marijuana Product Manufacturer (MPM) facilities.

The proposed ME is within 300-feet of several residential properties (Kimball St., Rollstone St., Franklin St., Bruce St.) and a church (127 Rollstone St. church) containing 'youth gathering' uses. The applicant seeks a reduction in the 300-foot setback from the residential and youth gathering uses specified in Section 181.656 (5.) of the City of Fitchburg Ordinance. Pursuant to 181.656 (5.a) the Applicant has demonstrated, by clear and convincing evidence, that 1) the ME will employ adequate measures to prevent product diversion to minors, and 2) the ME is adequately buffered, and 3) the Planning Board determines that a shorter distance will suffice to accomplish the objectives set forth under §181.652.

- The Board hereby grants a reduction in the 300-foot setback requirements as follows:  
230 Kimball St. - 283 ft., 224 Kimball St. - 233 ft., 222 Kimball St. - 270 ft., 216 Kimball St. - 173 ft., 127 Rollstone St. (church) - 222 ft., 127 Rollstone St. (dwelling) - 261 ft., 12 Bruce St. - 299 ft., 208 Rollstone St. - 93 ft., 130 Rollstone St. - 210 ft., 142 Rollstone St. - 267 ft., 9 Franklin St. - 88 ft., 17 Franklin St. - 127 feet, 21 Franklin St. - 130 ft., 162 Rollstone St. - 268 ft. - 93 ft., 166 Rollstone St. - 130 ft.

Through the execution of a Host Community Agreement (HCA), the City has asserted and the applicant agrees that siting a marijuana cultivation and processing facility within the City of Fitchburg may be perceived by some as contributing to a perception of increased levels of substance abuse within the City and crime which subsequently reinforce a public image that the city is an unsafe community. The City has asserted and the applicant agrees that citing a ME within the City of Fitchburg will also impact the city by consumption of City resources including police, fire and inspection services. The City asserts and the applicant agrees that rebutting this perception problem by removing blight, meeting other City needs and promoting public charities



is the way to offset the impact of siting a ME within the City and that the HCAs and the obligations contained therein are needed to offset these impacts. The City asserts and the applicant agrees that successfully rebutting the foregoing perception, coupled with the cash payments referred to in the HCAs, will offset the impacts on additional police, fire inspection and other local services.

### **Site Plan Review Criteria**

Section 181.94 of the Zoning Ordinance states that Planning Board Site Plan Approval determinations shall consider the qualities of the specific location, the proposed land use, the design of building form, grading, egress points, and other aspects of the development, with the performance objectives as listed in 181.945 and other Zoning Ordinance provisions including parking and landscaping.

This Section also states that the Planning Board may impose reasonable conditions at the expense of the applicant, including but not limited to those set forth in Section 181.935, to promote these objectives. No deviation from an approved site plan shall be permitted without modification thereof.

### **DECISION**

On May 14, 2019, the Fitchburg Planning Board voted 7-0 (Board consists of 7 members) to **APPROVE** a Special Permit and Site Plan Review, with the following conditions:

1. The site is approved for use as a non-medical Marijuana Establishment (ME) to operate a Marijuana Cultivation (MC) and Marijuana Product Manufacturer (MPM) facility under Massachusetts Cannabis Control Commission (CCC) regulatory and licensure requirements (935 CMR 500.000 Adult Use of Marijuana and M.G.L. c. 94G, §12 General Marijuana Establishment Operation).
2. Subject to receiving and maintaining Final License approval to operate the ME as administered by the CCC.
3. Submittal of a copy of the Final License approval from the CCC to operate the ME.
4. This site shall not be used for retail sales of marijuana, unless separate permit approvals are granted pursuant to Section 181.65 of the City of Fitchburg Zoning Ordinance as a Marijuana Retailer and applicable CCC regulations.
5. No home deliveries to consumers shall be conducted from the facility.
6. Permit is not transferable to new ownership without Planning Board approval. No modification is permitted for a change of location; a special permit holder must submit a new application for a change in location.
7. The site and its operations shall conform to plans and materials submitted with the application and any subsequent modifications as may be approved by the Planning Board.
8. Future expansion of canopy and/or gross square footage by more than ten (10%) percent of the ME are subject to special permit modification and/or site plan review and approval requirements of the Planning Board, if such approval was not previously granted as a phased project.
9. No additional future tenants shall be located on the site without prior review and approval of the Planning Board to determine if proposed additional uses are suitable for the site or interfere with security measures.
10. Exterior appearance of mill windows to be retained. Any replacement windows shall be architecturally appropriate and in keeping with original width and height.
11. Landscaped areas to be maintained pursuant under Sec. 181.547. All plant materials required by this chapter shall be maintained in a healthful condition. Dead limbs, refuse and debris shall be promptly removed. Dead plantings shall be replaced with new live



- plantings at the earliest appropriate season. Bark mulch and non-plant ground surface materials shall be maintained so as to control weed growth.
12. Submittal of notarized Moral Character attestations, as defined in 181.653, for each owner and manager of the ME. Subject to satisfactory review.
  13. Submittal of a release form to conduct a criminal background check by the Fitchburg Police Department for each owner and manager of the ME. Subject to satisfactory review.
  14. Managers and owners of the ME shall comply with Moral Character and criminal background check provisions, pursuant to 181.653, 181.655, 181.656 of the Zoning Ordinance. Subsequent submittals of notarized Moral Character attestation and release forms to conduct a criminal background check shall be provided within 30 days of a change in managers and prior to any proposed change in ownership. Subject to satisfactory review.
  15. Applicant shall address Departmental comments and any additional permitting requirements (ex. Wastewater, Water, DPW, Fire, Police, Board of Health).
  16. Any trash dumpsters on site shall be fully enclosed and aesthetically screened from view (i.e. no chain link or wood stockade fencing).
  17. Exterior site lighting shall be Dark Sky compliant.
  18. Fitchburg Police Dept. inspection to be conducted of the facility prior to opening
  19. The Applicant shall implement additional mitigation measures, as may be deemed necessary by the Planning Board or Fitchburg Police Department, to address any traffic, security and/or safety issues related to the ME operations, including but not limited to traffic flow, parking, staffing, security and operating hours.
  20. A duly authorized agent of the City of Fitchburg shall have the right to enter upon the site to ensure continued compliance with the terms and conditions of this approval.
  21. Subject to obtaining any other necessary local, state, and federal permits and approvals.
  22. Submittal of a description of any waivers from CCC regulations issued for the ME.
  23. Unless waived in writing either within the decision or on the site plan, all other applicable provisions of the City of Fitchburg zoning ordinances, codes, and rules and regulations apply to this site.
  24. All exterior improvements, including landscaping shall be completed prior to the granting of ME building occupancy.
  25. Pursuant to City of Fitchburg Zoning Ordinance section 181.6581, this Special Permit or site plan approval may be terminated due to violation of any of its conditions. In addition, a special permit or site plan approval shall terminate upon: 1. Failure of the permit holder to commence operations at the ME within twelve (12) months of the filing of the special permit approval with the City Clerk; or 2. Transfer of ownership of the ME without approval of the Planning Board. For these purposes, transfer of ownership shall include any reallocation of ownership or change in business structure which results in a change of its designated representatives or responsible individuals; or 3. Termination of the Host Community Agreement or failure to pay a host fee or Impact Fee under the Agreement to the City.
  26. Pursuant to City of Fitchburg Zoning Ordinance section 181.6582, a special permit or site plan approval may be modified by the Planning Board after a public hearing. Approval for modifications may, for good cause, be extended in writing by a majority vote of the Planning Board upon the written request of the applicant.
  27. The issuance of a special permit and site plan review does not create an exception, defense, or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution, or possession of marijuana.



28. Overgrown vegetation & invasives at the corner of Kimball & Rollstone to be cleared, and landscaped with low-growth plantings and kept maintained.
29. Security on-site shall be 24 hrs./day, 7 days/week, per Cannabis Control Commission requirements.
30. Installation of a black coated aluminum fence (interior) parking lot.
31. No chillers, if any, to be located on the roof (and which must be distanced from residential uses)

Special Permit Conditions under 181.657

32. All conditions applicable to MMDs and MMMs under Section 181.646 of the City of Fitchburg Zoning Ordinance shall be applied to an ME.
33. The permit holder shall operate the ME within the following hours: As the ME is not open to the public, the ME may maintain business hours for on-site employees 24/7 as needed.
34. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements of Section 181.53 of the Zoning Ordinance. Any signs other than an address sign are subject to review and approval by the Planning Board.
35. The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181.654.
36. The ME shall not operate in a mobile facility or outside of a fully enclosed building or structure, excepting deliveries to off-site MEs permitted or licensed by applicable state and local regulations.
37. The ME shall be operated in such a manner as to not cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.
38. Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or older, and the applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-one (21) years.
39. The ME shall regularly verify to the City its efforts to ensure the health, safety, and wellbeing of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other methods designed to further this purpose.
40. ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.
41. The applicant has entered into an approved Host Community Agreement (HCA) under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg. The HCA, including subsequent modifications or any renewals thereto, shall be a part of the Special Permit conditions. Applicant shall comply with the terms of the HCA executed between the applicant and the City of Fitchburg. Special permit or site plan approval may be terminated due to violation of any of its conditions, pursuant to 181.658.



Special Permit Conditions under 181.646

42. ME facilities may only be involved in the uses permitted by its definition and may not include other businesses or services.
43. No outside storage is permitted.
44. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises
45. Ventilation – facilities shall be ventilated in such a manner that no pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and the applicant will use best efforts to assure that no odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property.
46. The permit holder shall provide to the Building Commissioner, Board of Health and Police Department, the names, telephone numbers and electronic mail addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
47. The owner or manager shall respond by phone or email within twenty-four (24) hours of contact by a city official concerning their facility at the phone number or email address provided to the City as the contact for the business.
48. The facility and affiliated vehicles shall be open to inspection by the Fire Department, Police Department, Building Official and the Board of Health at any time with notice and in accordance with DPH regulations. Said Officials may enter upon any premises used by the MMM for the purposes of his or her business, ascertain how he or she conducts his or her business and examine all articles stored in or upon said premises, and all books, surveillance and inventories shall be exhibited to any above named whenever a demand shall be made for such exhibition.
49. The permit holder shall notify the Building Commissioner, Board of Health, Police Department, Fire Department and City Council in writing within twelve (12) hours following a violation or potential violation of any law or criminal or potential criminal activities or attempts of violation of any law at the facility.
50. The permit holder shall file a copy of any Incident Report required under MDPH 105 CMR 725.110(F) with the Building Commissioner, Police Chief, and Board of Health within 24 hours of creation. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.
51. The permit holder shall file a copy of any summary cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by MDPH or the Division of Administrative Law Appeals, as applicable, regarding the MMD or MMM with the Building Commissioner, Police Chief, Board of Health, Planning Board, City Council and Mayor within 48 hours of receipt.
52. Records must be available for inspection by the Fitchburg Police Chief, Fire Chief, Building Commissioner and Board of Health upon request. In addition to required records and procedures as provided by City of Fitchburg Ordinance, code, or regulation, the MMM shall also produce written records that are subject to inspection as required in any section of MDPH 105 CMR 725.000, including MDPH 105 CMR 725.105 (G) inventory records of the preceding month (date of the inventory, a

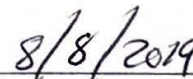


summary of the inventory findings, and the names, signature, and titles of the individuals who conducted the inventory), and additional information as may be determined by the Official.

53. Permitted ME facilities shall file an annual report to the Building Commissioner, Planning Board and City Council no later than January 31<sup>st</sup> of each year, including a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit. The Special Permit shall be subject to revocation for violations and/or breaches of the conditions of the Special Permit.
54. The permit holder shall notify the Building Commissioner, Police Chief, Board of Health, Planning Board, City Council and Mayor in writing within 48 hours of the cessation of operation of the MMD or MMM, or the expiration or termination of the permit holder's registration with MDPH.
55. If the registration for a ME has expired or has been revoked, transferred to another controlling entity, or relocated to a different site, a new special permit shall be required prior to issuance of a Certificate of Occupancy.
56. No Building Permit or Certificate of Occupancy shall be issued for a ME that is not properly registered with the CCC.
57. Special permit/site plan approvals shall be limited to the current applicant and shall lapse if the permit holder ceases operating the ME.
58. The special permit shall lapse upon the expiration or termination of the applicant's registration and/or licensure by the CCC.
59. The facility shall be required to remove all material, plants, equipment and other paraphernalia prior to surrendering its state registration/license or ceasing its operation. Prior to the issuance of a Building Permit for a ME the applicant is required to post with the City Treasurer a bond or other form of financial security acceptable to said Treasurer in an amount set by the Planning Board. The amount shall be sufficient to cover the costs of the town removing all materials, plants, equipment and other paraphernalia if the applicant fails to do so. The Building Inspector shall give the applicant 45 days written notice in advance of taking such action. Should the applicant remove all materials, plants, equipment and other paraphernalia to the satisfaction of the Building Inspector prior to the expiration of the 45 days written notice, said bond shall be returned to the applicant.



Paula Caron, Chair  
Fitchburg Planning Board



Date

**Note:** No Special Permit or any modification, extension or renewal thereof shall take effect until a copy of the decision has been recorded in the Northern Worcester County Registry of Deeds. Such decision shall bear the certification of the City Clerk that twenty (20) days has elapsed after the decision has been filed in the office of the City Clerk and no appeal has been filed or that, if such an appeal has been filed, it has been dismissed or denied.

Failure to comply with the special permit conditions, or failure to otherwise remain in compliance with future requirements applicable to this permit are subject to penalties under 181.913 of the Fitchburg Zoning Ordinance.<sup>1</sup> In

<sup>1</sup> According to Zoning Code of the City of Fitchburg under 181.913 Penalties: The penalty for violation of any provision of this ordinance, of any of the conditions under which a permit is issued, or of any decision rendered by the Board of Appeals, any special permit granting authority, or the site plan approval board shall be three hundred dollars (\$300) for each offense. Each day that each violation continues shall constitute a separate offense.

addition, said failure shall be cause to recall the special permit and require a new public hearing which may result in the imposition of additional conditions or the rescission of this special permit.

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I hereby certify that no appeal has been filed on this Decision within the required 20-day appeal period.

Anna M. Farrell  
City Clerk

A handwritten signature in dark ink, appearing to read "Anna M. Farrell", written in a cursive style.

# Plan to Remain Compliant with Local Zoning

The Fresh Connection Boston LLC (FC) has received a special permit under which it is granted permission to locate on the bottom floor of the building at 175 Kimball St. Fitchburg, MA 01420. The Fresh Connection Boston LLC has been and will continue to be in regular contact with the city on multiple levels from city inspectors (fire, building, health, etc) to the mayor's office, to the police department. FC will regularly (at least once per annum) review local zoning ordinances and bylaws to ensure that they are compliant with all relevant rules and regulations.

In addition, prior to opening, FC will fulfill all requirements set forth in the special permit decision labeled "special permit Fitchburg 1" and attached. The requirements are numerous and for the sake of eliminating redundancy please reference the mentioned attachment.

I do hereby certify that all requirements will be satisfied for the duration of the ME's operations.

A handwritten signature in black ink, reading "Will Seagaard". The signature is fluid and cursive, with the first name "Will" and last name "Seagaard" clearly distinguishable.

William Seagaard

Manager

Fresh Connection Boston LLC

# Attachment C

The Fresh Connection Boston LLC  
195 Kimball street  
Fitchburg, MA 01420  
3/28/19

Dear Property Owner(s),

I hope this letter finds you well! On behalf of The Fresh Connection I'd like to invite you to meet myself and some of the members of our organization. We will be hosting a Community Outreach Meeting for a proposed Marijuana Establishment on Wednesday April 10<sup>th</sup>, 2019 at 6:00 PM in the FATV conference room (175 Kimball Street, Fitchburg MA 01420). The proposed cultivation facility is anticipated to be located at the same building 175-195 Kimball street, Fitchburg MA 01420.

There will be an opportunity for you to learn about our family company and the industry as well as ask any questions or voice any concerns you may have. There is parking on site we respectfully request that should you drive you park in the lot nearest to Rollstone Street. Thank you, I look forward to seeing you there!

Best Wishes,

William Seagaard

Manager

The Fresh Connection Boston LLC



# Attachment B

The Fresh Connection Boston LLC  
195 Kimball street  
Fitchburg, MA 01420  
3/28/19

Dear Property Owner(s),

I hope this letter finds you well! On behalf of The Fresh Connection I'd like to invite you to meet myself and some of the members of our organization. We will be hosting a Community Outreach Meeting for a proposed Marijuana Establishment on Wednesday April 10<sup>th</sup>, 2019 at 6:00 PM in the FATV conference room (175 Kimball Street, Fitchburg MA 01420). The proposed cultivation facility is anticipated to be located at the same building 175-195 Kimball street, Fitchburg MA 01420.

There will be an opportunity for you to learn about our family company and the industry as well as ask any questions or voice any concerns you may have. There is parking on site we respectfully request that should you drive you park in the lot nearest to Rollstone Street. Thank you, I look forward to seeing you there!

Best Wishes,

William Seagaard

Manager

The Fresh Connection Boston LLC

## 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, William Seagaard, (insert name) attest as an authorized representative of The Fresh Connection Boston 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 4/10/19 (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 4/1/19 (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 3/29/19 (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 3/29/19 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



Fresh Connection <freshconnectionbos@gmail.com>

5:33 PM



To: Vincent Pusateri II Cc: Tourigny, AJ; Vincent Pusateri II

Hello Everyone,

I hope your 2022 is off to a great start!

As part of our state license renewal I am required to request: *“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.”*

Any information would be much appreciated!

Best Wishes,

Will Seagaard

The Fresh Connection

To: [nloliver@fitchburgma.gov](mailto:nloliver@fitchburgma.gov)

I'd like to request documentation regarding any costs reasonably related to our operation as a cannabis business in the city. Can include actual and anticipated costs associated with the operation of the establishment.

Any response would be much appreciated!

Best Wishes,

Will Seagaard

**Co-Founder - Head of Business Development**

M: (201)783-2949

Initial submission: January 14<sup>th</sup>, 2022  
Last submitted: February 16<sup>th</sup>, 2022

Dear Cannabis Control Commission,

As of the submission (and resubmission on February 16<sup>th</sup>) of this renewal application; I was unable to receive a response from the City of Fitchburg to my request for actual and anticipated costs of the operation of our cultivation facility in the city. I tried to contact the city's legal department via phone and email on January 11<sup>th</sup>, as well as the city clerk and mayor's offices on January 14<sup>th</sup>.

The city clerk advised me of a \$35.00 business registration charge within the city.

I was able to speak with the Mayor's chief of staff directly regarding this on January 14<sup>th</sup> on the phone as well as through email but as of this time (February 16<sup>th</sup>) have still not received any more information.

Sincerely,

A handwritten signature in black ink, appearing to read "William Seagaard". The signature is fluid and cursive, with the first name "William" written in a larger, more prominent script than the last name "Seagaard".

William Seagaard

Manager

The Fresh Connection

10:08 AM Wed Feb 16

🔍 Oliver, Natalia

✕ Cancel

From

To

Message

Will

1/14/22

Phone Follow

I'd like to request documentation regarding any costs reasonably related...

Keese, Elizabeth

1/14/22

RE: Records Request

Hi, In the City Clerk's Office, the fee for a Business Certificate, to register the n...

Edit

2 Messages

📁

📁

✍

Found in freshconnectionbos@gmail.com Inbox

📁

EK

Elizabeth Keese

1/14/22

To: Will, City Cc: Natalia >

RE: Records Request

Hi,

In the City Clerk's Office, the fee for a Business Certificate, to register the name of the business, is \$35.00. Otherwise, I am going to forward your request to the Mayor's Office, as they will assist you.

Have a good day,

Liz

City Clerk's Office

I'd like to request documentation regarding any costs reasonably related to our operation as a cannabis business in the city. Can include actual and anticipated costs associated with the operation of the establishment.

Any response would be much appreciated!

Best Wishes,

Will Seagaard

Co-Founder - Head of Business Development

M: [\(201\)783-2949](tel:2017832949)

See More

↩



# Positive Impact Plan

All aspects of this plan will adhere to the requirements set forth in 935 CMR 500.105(4) regarding advertising, branding, marketing, and sponsorship practices. Any actions taken, or programs instituted, by The Fresh Connection Boston LLC, any of its board members, or officers, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## Goals

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Host at least one educational event every quarter for members of the local community to come and learn about various different topics. Events will be advertised via Fitchburg Access Television and the local newspaper (the sentinel).

Hire at least 25% of our workforce from areas of disproportionate impact

## Programs

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- FCB will seek to become involved in the local community and host local events specifically targeted at educating people in areas of disproportionate impact. Events will happen at least quarterly and will include topics such as: basic finance and accounting skills, business startup mentoring, and industry specific trainings on gardening and other best practices. These programs will be facilitated by FCB's community relations board which is outlined subsequently. Events will be advertised in the local newspaper (the sentinel) and via Fitchburg access television. This is just one of many ways FCB plans to have a positive impact on our local community (a designated community of disproportionate impact).
- We will advertise our need for workers online and via local newspapers (the sentinel) stating that we are seeking applicants for jobs, specifically applicants who are residents of Fitchburg. We will hire at least 25% of our workforce from Fitchburg and other areas of disproportionate impact. We hope to reach much higher percentages given our location and proximity to said communities.
- Community Relations Board

## Metrics

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- We will base our educational program performance on overall attendance and participation. We hope to attract at least 10 residents (hopefully much more) to each event and will encourage feedback and ongoing discussions with local-residents regarding these topics and trainings. Should we not attract at least this many residents we will conduct a review to determine how to better engage the local community and increase participation.



- We will measure the impact of our plan for hiring by determining what proportion of our workers live in areas of disproportionate impact and ensuring they represent at a minimum 25% of our total employees.

## Community Relations Board

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This board will be made up of the board of directors of Frais Cannexion Inc. FCB's parent corporation and three Fitchburg residents. This board will meet at least twice per year and its membership may change from time to time but will always incorporate at least three Fitchburg residents and members of Frais Cannexion's board. The goal of this board is to encourage community involvement and a positive impact on the local community of Fitchburg (an area of disproportionate impact).

The success of this board will be measured by the number of local organizations we are able to help support through either fundraising, operations support, or education. Our goal will be to help at least 3 different organizations per year in at least 2 of these areas and to host at least one event to either fundraise or help increase community awareness about their organizations.

- The board will determine these organizations on an ongoing basis and no organizations have been finalized at this time.

The board will encourage community involvement and positive impact by facilitating partnerships and events in conjunction with these local organizations and by acting as a liaison between the company and the organizations.

## Members

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John Davis has been involved in the Fitchburg community for over 30 years. He is a platinum sponsor of the Fitchburg Access Television Station. As former owner of 175-195 Kimball street Fitchburg, MA 01420 John has been very in tune with local events and organizations.

Ruben Seyde is a lifelong Fitchburg resident. Currently Ruben volunteers as referee director for Leominster Youth Soccer and has been actively involved in the community for years.

Allison Pelletier, a Fitchburg high school graduate, and former mentor at Memorial middle school.

Samantha Seagaard, President and board member of Frais Cannexion inc., has been very involved in a local community garden in her home state of Oregon. She hopes to facilitate some type of similar program in the Fitchburg community.

Zachary Swanson, Head of operations and board member of Frais Cannexion Inc., hopes to provide employment opportunities to veterans like himself. Zach is also passionate about teaching people some of his skills regarding home maintenance and upkeep. Zach hopes to facilitate programs to teach local community members and FCB's employees these important life skills.

William Seagaard, Head of community outreach and board member of Fraix Cannexion Inc., is an Eagle scout and has been very involved in community projects for nearly his entire life. Prior to helping found FCB Will was a financial planner and hopes to put on programs to educate community members and employees about their personal finances. He also plans to have FCB partner with other local organizations such as the boys and girls club to provide programming and event support whenever possible.

## Positive Impact Plan assessment

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At least once per year the positive impact plan will be reviewed in order for the company to determine whether or not the plan has been successful. If it is deemed insufficient modifications will be made to improve the effectiveness and positive impact on the local community.



## 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

[Special Filing Instructions](#)

### Certificate of Organization

(General Laws, Chapter )

Identification Number: 0013259191. The exact name of the limited liability company is: THE FRESH CONNECTION BOSTON LLC

## 2a. Location of its principal office:

No. and Street: 86 M ST  
City or Town: BOSTON State: MA Zip: 02127 Country: USA

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

No. and Street: 86 M ST  
City or Town: BOSTON State: MA Zip: 02127 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:

COMPANY WILL BE FORMED FOR AGRICULTURAL PRODUCTION AND WHOLESALE.

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

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

Name: WILLIAM SEAGAARD  
No. and Street: 86 M ST  
City or Town: BOSTON State: MA Zip: 02127 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	WILLIAM SEAGAARD	86 M ST BOSTON, MA 02127

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	WILLIAM SEAGAARD	86 M ST BOSTON, MA 02127

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	WILLIAM SEAGAARD	86 M ST BOSTON, MA 02127

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of May, 2018,**  
**WILLIAM SEAGAARD**  
*(The certificate must be signed by the person forming the LLC.)*

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:

May 07, 2018 11:08 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**BYLAWS OF  
FRAIS CANNEXION INC.  
Adopted April 1<sup>st</sup>, 2019**

**Article I  
NAME AND OFFICES**

*Section 1. Name.* The name of the Corporation shall be: Fraiss Cannexion Inc.

*Section 2. Principal Office.* The principal office of the Corporation in the Commonwealth of Massachusetts shall be located at 195 Kimball Street, Fitchburg, Massachusetts 01420. The Directors may at any time or from time to time change the location of the principal office of the Corporation in the Commonwealth.

*Section 3. Other Offices.* The Corporation may also have an office or offices at such other location or locations, within or without the Commonwealth of Massachusetts, as the Directors may from time to time designate.

**Article II  
STOCKHOLDERS**

*Section 1. Annual Meeting.* The Corporation shall hold an annual meeting of Stockholders on the first Wednesday in March of each year, or at a time and date fixed by the Directors. The purposes of the annual meeting shall be those from time to time required by law, the Articles of Organization or by the By-Laws, election of Directors, and may also include such further purposes as the Directors or the President may determine. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

*Section 2. Special Meetings.* Special meetings of the Stockholders may be called by the President or by a majority of the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer. The holders of at least 65 percent of all of the outstanding shares of the Corporation may request a special Stockholder meeting by signing, dating, and delivering to the Secretary no less than fourteen (14) days prior to the date of the requested meeting, a notice containing a written demand for a special Stockholder meeting and describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special Stockholders' meeting.

*Section 3. Place of Meetings.* All meetings of Stockholders shall be held at the principal office of the Corporation unless a different place is fixed by the Directors or the President and stated in the notice of the meeting.

*Section 4. Notice of Meetings.* Except as otherwise permitted by law, written notice of the place, date and hour of all meetings of Stockholders stating the purposes of the meeting shall be given by the Clerk or Secretary or other authorized person no fewer than five days before the meeting date to each Stockholder entitled to vote thereat by leaving such notice with him/her or at his/her residence or usual place of business, or by mailing it postage prepaid addressed to him/her at his/her address as it appears in the records of the Corporation, by hand, or by electronic mail to an address provided by him/her for that purpose.

*4.1 Waiver of Notice.* No notice of any meeting or of the purposes thereof need be given to a Stockholder if a written waiver of notice, executed before or after the meeting by such Stockholder or his/her attorney, is filed with the records of the meeting. The waiver shall be in writing, be signed by the Stockholder entitled to the notice, and be delivered to the Corporation. A Stockholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the Stockholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Stockholder objects to considering the matter when it is presented

*Section 5. Quorum.* 51% of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy shall constitute a quorum at a meeting of Stockholders. If fewer than 51% of the outstanding shares entitled to vote are represented at a meeting, either in person or by proxy, the holders of 75% of the shares present may adjourn the meeting from time to time without further notice. At such adjourned meetings at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Stockholders present at a duly organized meeting with a quorum of Stockholders entitled to vote may continue to transact business until adjournment, notwithstanding the withdrawal during said meeting of enough Stockholders to leave less than a quorum.

*Section 6. Voting: Proxies.* Each Stockholder who is entitled to vote shall have one vote for each share of stock, and proportionate vote for a fractional share, standing in his/her name according to the stock records of the Corporation. Stockholders may vote in person or by proxy, but no proxy dated more than six months before the meeting named herein shall be valid. Proxies shall be filed with the Clerk of the meeting before being voted and, unless otherwise noted thereon, shall entitle the person named to vote at any adjournment of such meeting. Proxies with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the Corporation receives a specific written notice to the contrary from any

one of them. The burden of proving the invalidity of any particular proxy shall rest upon the person challenging the validity.

An appointment of a proxy is revocable by the stockholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the Massachusetts Business Corporations Act, Mass. Gen. Laws ch. 156D (“MBCA”). An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the Stockholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his/her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he/she did not know of its existence when he/she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates.

*Section 7. Action at Meeting.* If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the Stockholders, including more separate voting groups.

*Section 8. Special Action.* Stockholders may act by written consent of a majority of the shares of Class A Voting Common Stock outstanding.

*Section 9. Record Date.* The Directors may fix the record date in order to determine the Stockholders entitled to notice of a Stockholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to Stockholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first Stockholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of Stockholders. A determination of Stockholders entitled to notice of or to vote at a Stockholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

*Section 10. Meetings by Remote Communications.* Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of Stockholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, Stockholders and Proxyholders not physically present at a meeting of Stockholders may, by means of remote communications: (a) participate in a meeting of Stockholders; and (b) be deemed present in person and vote at a meeting of Stockholders



whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Stockholder or Proxyholder; (2) the Corporation shall implement reasonable measures to provide such Stockholders and Proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any Stockholder or Proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

*Section 11. Form of Stockholder Action.*

(a) Any vote, consent, waiver, proxy appointment or other action by a Stockholder or by the proxy or other agent of any Stockholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the Stockholder, proxy or agent or by a person authorized to act for the Stockholder, proxy or agent; and (ii) the date on which such Stockholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Stockholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a Stockholder or by the proxy or other agent of any Stockholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

*Section 12. Stockholders List for Meeting.*

(a) After fixing a record date for a Stockholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its Stockholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each Stockholder, but need not include an electronic mail address or other electronic contact information for any Stockholder.

(b) The Stockholders list shall be available for inspection by any Stockholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain

access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A Stockholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the Stockholders list available at the meeting, and any Stockholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment

### **Article III**

#### **STOCK ISSUE AUTHORITY AND INITIAL PROJECTIONS**

*Section 1. Issue Authority.* The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued. Additional shares beyond the initial 275,000 shares authorized may only be issued by seventy-five percent (75%) vote of the outstanding Class A Voting Common Stock.

*Section 2. Initial Issuance of Stock.* The Corporation intends an initial issuance of authorized shares of stock as follows:

The Corporation shall have 275,000 shares of total authorized capital stock, being of no par value per share, of which 200,000 shares shall be Class A Voting Common Stock, and 75,000 shares shall be Class B Non-Voting Common Stock, all as follows:

##### Class A Voting Common Stock

Class A Voting Common Stock holders shall have all of the rights to vote accorded to Stockholders under these Bylaws.

##### Class B Non-Voting Common Stock

Class B Non-Voting Common Stock holders shall have no voting rights under these Bylaws.

The stockholders of Class A Voting Common Stock shall have the power to set restrictions and powers regarding all classes of stock by vote of seventy-five percent (75%) of the shares of Class A Voting Common Stock outstanding.

### Section 3. Dividends.

The Issuance of dividends shall be at the discretion of the Board of Directors of the Corporation.

The Payment of dividends and profits from any acquisition of the Corporation by another person or entity, or from a bankruptcy of the Corporation, or from a dissolution of the Corporation, shall be distributed as follows:

- A. First, payment shall be made to the third-party creditors and lenders of the Corporation;
- B. Second, payment shall be made to the Stockholders.

All such Stockholder dividend payments in said order shall be made, after payment of third-party creditors and lenders of the Corporation, in proportion to the number of shares owned by each Stockholder to the total number of shares issued by the Corporation at that time. Dividends are subordinated to the claims of third-party creditors and lenders of the Corporation.

## **Article IV STOCK CERTIFICATES**

*Section 1. Form of Certificate.* Certificate of stock shall be in such form as may be from time to time determined by the Directors and shall contain such references, notations and other material in any particular instance as may be required by the statutes of the Commonwealth of Massachusetts. At a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the Stockholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated

by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

*Section 2. Issue of Certificates.* Each Stockholder will receive a certificate for the number of shares of capital stock to which he/she is entitled, duly numbered and signed by the President and Treasurer. If such certificate is countersigned by a transfer agent or registrar who is not a director, officer or employee of the Corporation, the signature of such officers may be facsimiles. If any officer who has signed or whose facsimile signature has been placed upon such certificate shall cease to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the time of its issue.

*Section 2.1 Uncertificated Shares.* The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the Stockholder a written statement of the information required by the MBCA to be on certificates.

*2.2 Capital Stock.* If capital stock is authorized to be issued for cash, whether or not to be paid in full before issue, the Directors may require payment in such proportions and at such times and places as they may determine and they may make demand for such payment by notice mailed to the particular subscriber or Stockholder at any time before or after the subscription or any portion thereof, or any installment due upon stock already issued, is payable.

*Section 3. Transfers.* Subject to the restrictions, if any imposed by these Bylaws or any agreement to which the Corporation is a party, shares of stock shall be transferred on the books of the Corporation only by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the Corporation or its transfer agent may reasonably require.

*3.1* In the event shares, the certificate for which notes a restriction on transfer established in the manner set out in Sec. 3 above, or in any other manner, are presented as aforesaid for transfer, the Corporation or its transfer agent may issue a new certificate or certificates in accordance with such transfer, but such new certificate or certificates shall bear the same notations as to restrictions on transfer as appear on the certificate presented for transfer unless the Corporation or its transfer agent receives such proof as is in its sole discretion satisfactory to it that such restrictions no longer apply.

3.2 In the event shares of stock are issued by the Corporation or are presented to it for transfer the issuance or transfer of which might involve directly or indirectly the applicability of federal or state law regulating the issuance and sale of securities, the Corporation in the case of issuance and the Corporation or its transfer agent in the case of transfer may require that the certificate or certificates originally issued and those issued on transfer be endorsed with such language as in their sole discretion may be necessary in respect of the Corporation's duties and liabilities under such laws.

3.3 No course of action undertaken in good faith by the Corporation or its transfer agent under this Sec. 3, nor any delay resulting therefrom, shall entitle a Stockholder or its transferee or proposed transferee to reimbursement by the Corporation or its transfer agent or any director or officer or agent thereof for any loss occasioned by such course of action or delay. Nothing contained in these Bylaws shall be construed to deprive the Corporation or its transfer agent of any rights which it may have to refuse to transfer any shares of stock.

3.4 Except as otherwise required by law, the Articles of Organization or these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation pursuant to these Bylaws.

3.5 It shall be the duty of each Stockholder to notify the Corporation of the post office address to which he/she wishes all communications by the Corporation to him/her as Stockholder addressed and delivered.

3.6 The Directors may determine the conditions upon which a new certificate may be issued in place of any certificate of stock alleged to have been lost, mutilated or destroyed. They may, in their discretion, require the owner of a lost, mutilated or destroyed certificate, or his/her legal representative, to give a bond, sufficient in their opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of such new certificate.

3.7 If more than fifty percent (50%) of the outstanding Class A Voting Common Stock is sold to a single person or entity, then said purchasing person or entity shall also purchase the remaining outstanding Class A Voting Common Stock for the same price from all other outstanding Class A Voting Common Stock stockholders wishing to sell.

#### *Section 4. Stock Transfer Restrictions.*

*4.1 Transfer Restrictions.* Any transfer of any class of stock may be restricted or amended by a Stock Transfer Agreement executed by the purchasing Stockholder(s) and by either a majority of the Directors of the Corporation, or by the President, Treasurer and Secretary of the Corporation, under terms determined from time to time by the vote of seventy-five percent (75%) of the shares of Class A Voting Common Stock outstanding.

## **Article V DIRECTORS**

*Section 1. Powers.* The Board of Directors, subject to any action at any time taken by such Stockholders as then having the right to vote, shall have the entire charge, control and management of the Corporation, its property and business and may exercise all or any of its powers. Among other responsibilities, the Board of Directors shall hire, fire and set the salaries of the Corporate Officers, however the Chief Executive Officer of the Corporation shall be responsible for the hiring and firing of employees. Any one-time spending of \$50,000.00 or more and any deviation in spending beyond 20% of the yearly budget requires the approval of a majority of the Board of Directors.

*Section 2. Election.* The Board of Directors shall consist of at least three persons and not more than fifteen persons, except that whenever there shall be only one or two Stockholders, or prior to the issuance of any stock, there shall be at least one Director. The Board of Directors shall be elected by the Stockholders of Class A Voting Common Stock at the annual Stockholder meeting.

*Section 3. Vacancies.* Any vacancy at any time existing in the Board of Directors may be filled by the remaining Directors at any meeting. The Stockholders having voting power may, at a special meeting called at least in part for the purpose, choose a successor to a Director whose office is vacant, and the person so chosen shall displace any successor chosen by the Directors.

*Section 5. Tenure.* Except as otherwise provided by law, by the Articles of Organization or by these Bylaws, Directors shall hold office until the next annual meeting of Stockholders and thereafter until their successors are chosen and qualified. Any Director may resign by delivering his written resignation to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

*Section 6. Removal.* The Stockholders may remove one or more Directors with or without cause by majority vote of the outstanding voting shares. A Director may be removed for cause by the Directors by unanimous vote of the other Directors then in office. A Director may be removed by the Stockholders or the Directors only at a meeting called for the purpose of removing him/her, and the meeting notice must state that the

purpose, or one of the purposes, of the meeting is removal of the Director. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body opposing to remove him/her. Examples of cause for the removal of a Director include, but are not limited to, gross misconduct, insanity, unethical behavior, felony criminal conviction, non-performance, poor performance, breach of fiduciary duty, breach of the duty of loyalty, breach of conflict of interest, intentional bad acts, disruptive behavior, acts which impugn the reputation of the Corporation, or the commission of acts which are not permitted under the Articles of Organization, these Bylaws, or any other document or agreement regarding the Corporation.

*Section 7. Annual Meeting.* Immediately after each annual meeting of Stockholders, or the special meeting held in lieu thereof, and at the place thereof, if a quorum of the Directors elected at such meeting were present thereat, there shall be a meeting of the Directors without notice; but if such a quorum of the Directors elected thereat were not present at such meeting, or if present do not proceed immediately thereafter to hold a meeting of the Directors, the annual meeting of the Directors shall be called in the manner hereinafter provided with respect to the call of special meetings of Directors.

*Section 8. Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by resolution of the Board of Directors and no notice need be given of regular meetings held at times and places so fixed, PROVIDED, HOWEVER, that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of Stockholders, or the special meeting held in lieu thereof, and that if at any meeting of Directors at which a resolution is adopted fixing the times or place or places for any regular meetings, any Director is absent, no meeting shall be held pursuant to such resolution until either each such absent Director has in writing or by telegram approved the resolution or days have elapsed after a copy of the resolution certified by the clerk has been mailed, postage prepaid, addressed to each absent Director at his/her last known home or business address.

*Section 9. Special Meetings.* Special meetings of the Directors may be called by the President or by the Treasurer or by one-third (1/3) of the Directors and shall be held at the place designated in the call thereof.

*Section 10. Notices.* Notices of any special meeting of the Directors shall be given by the Secretary or other responsible Officer to each Director, by mailing to him/her, postage prepaid, and addressed to him/her, at his/her address as registered on the books of the Corporation, or if not so registered at his/her last known home or business address, a written notice of such meeting at least five days before the meeting by delivering such notice to him/her by hand, or by electronic mail to an address provided by him/her for that purpose. If the Secretary refuses or neglects for more than 48 hours after receipt of the call to give notice of such special meeting, or if the office of Clerk and Secretary are vacant or the same are absent from the Commonwealth of Massachusetts, or incapacitated, such notice may be given by the Officer or one of the Directors calling the meeting. Notice

need not be given to any Director if a written waiver of notice, executed by him/her before or after the meeting, is filed with the records of the meeting, or if any Director attends the meeting without protesting prior thereto or at its commencement the lack of notice to him/her. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

*Section 11. Quorum.* A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

*Section 12. Action at Meeting.* If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he/she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he/she delivers written notice of his/her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

*Section 13. Special Action.* Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all of the Directors and filed with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes.

*Section 14. Telephone Conference Meetings.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

*Section 15. Committees.* The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to stockholders action that the MBCA requires be approved by stockholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority



to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 16 of this Article.

*Section 16. Compensation.* The Board of Directors may fix the compensation of Directors.

*Section 17. Standard of Conduct for Directors.*

(a) A Director shall discharge his or her duties as a Director, including his/her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its Stockholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his/her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he/she performed the duties of his/her office in compliance with this Section.

*Section 18. Conflict of Interest.*

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the stockholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he/she has a material financial interest or in which he/she is a general partner is a party to the transaction; or (2) another entity of which he/she is a director, officer, or trustee or in which he/she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of stockholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

*Section 19. Loans to Directors.* The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

## **Article VI OFFICERS**

*Section 1. Enumeration.* The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

*Section 2. Appointment.* The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

*Section 3. Qualification.* The President may, but need not, be a Director. No officer need be a Stockholder. Any two or more offices may be held by the same person. The Secretary shall be a resident of Massachusetts unless the Corporation has a resident agent appointed for the purpose of service of process.

*Section 4. Tenure.* Except as otherwise provided by law, by the Articles of Organization or by these Bylaws, the President, Treasurer and Secretary shall hold office until the next annual meeting of Stockholders, or the special meeting held in lieu thereof, and thereafter until his successor is chosen and qualified. Other officers shall hold office until the next annual meeting of Stockholders, or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them. Any officer may resign by delivering his/her written resignation to the Corporation at its principal office or to the President or Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

*Section 5. Removal.* The Directors may remove any officer with or without cause by a vote of the entire number of Directors then in office, provided that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation. Examples of cause for the removal of an officer include, but are not limited to, gross misconduct, insanity, unethical behavior, felony criminal conviction, non-performance, poor performance, breach of fiduciary duty, breach of the duty of loyalty, breach of conflict of interest, intentional bad acts, disruptive behavior, acts which

impugn the reputation of the Corporation, or the commission of acts which are not permitted under the Articles of Organization, these Bylaws, or any other document or agreement regarding the Corporation.

*Section 6. President.* The President when present shall preside at all meetings of the Stockholders and of the Directors. It shall be his/her duty and he/she shall have the power to see that all orders and resolutions of the Directors are carried into effect. The President, as soon as reasonably possible after the close of each fiscal year, shall submit to the Directors a report of the operations of the Corporation for such year and a statement of its affairs and shall from time to time report to the Directors all matters within his/her knowledge which the interests of the Corporation may require to be brought to their notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate. The President shall have the sole power to hire and fire employees, agents or contractors of the Corporation.

*Section 7. Vice-Presidents.* In the absence or disability of the President, his/her powers and duties shall be performed by the Vice-President, if any, or if there is none, by one designated for the purpose by the Directors. Each Vice-President shall have such other powers and perform such other duties as the Directors from time to time designate.

*Section 8. Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

*Section 9. Assistant Treasurer.* In the absence or disability of the Treasurer, his/her powers and duties shall be performed by the Assistant Treasurer, if any, or, if more than one, by the one designated for the purpose by the Directors. Each Assistant Treasurer shall have such other powers and perform such other duties as the Directors shall from time to time designate.

*Section 10. Secretary.* The Secretary shall have responsibility for preparing minutes of the Directors' and Stockholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 11. Standards of Conduct for Officers.* An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other

financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its Stockholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

*Section 12. Compensation.* The Board of Directors may fix the compensation of the Officers.

## **Article VII AMENDMENTS**

These Bylaws or any provisions thereof may be altered, amended, or repealed in whole or in part, and a new Bylaw or Bylaws not inconsistent with any provision in the Articles of Organization or statute, added, by the affirmative vote of the shares present and entitled to vote thereon at any meeting of Stockholders after notice to them of that purpose. Such notice need not state verbatim the proposed alteration, amendment, repeal or addition, but any notice thereof shall sufficiently identify the subject matter of the alteration, amendment, repeal or addition.

## **Article VIII FISCAL YEAR**

The fiscal year of the Corporation shall be such as is initially determined by the Incorporator or Incorporators, being the last day of December, and thereafter shall be such as is determined by the Board of Directors.

## **Article IX STOCK IN OTHER CORPORATIONS**

Except as the Directors may otherwise designate, the President or Treasurer may appoint any person or persons to act as proxy or attorney in fact for this Corporation (with or without power of substitution) at any meeting of Stockholders or Stockholders of any other corporation or organization, the securities of which may be held by this Corporation.

## **Article X CORPORATE RECORDS**

*Section 1. Record Keeping.* (a) The Corporation shall keep as permanent records minutes of all meetings of its stockholders and Board of Directors, a record of all actions taken by the stockholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its stockholders, in a form that permits preparation of a list of the names and addresses of all stockholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. (b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent: (i) its Articles or Restated Articles of Organization and all amendments to them currently in effect; (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect; (iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; (iv) the minutes of all stockholders' meetings, and records of all action taken by stockholders without a meeting, for the past three years; (v) all written communications to stockholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years; (vi) a list of the names and business addresses of its current Directors and officers; and (vii) its most recent annual report delivered to the Massachusetts Secretary of State

*Section 2. Inspection of Records.* Books, accounts, documents and records of the Corporation shall be open to inspection by any Director at all times during the usual hours of business. The original, or attested copies, of the Articles of Organization, Bylaws and records of all meetings of the Incorporators and Stockholders, and the stock and transfer records, which shall contain the names of all Stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the Corporation, or at an office of its transfer agent or of the Clerk. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any Stockholder for any proper purpose but not to secure a list of Stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a Stockholder, relative to the affairs of the Corporation.

## **Article XI**

### **CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS**

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Corporation may be signed by any officer or officers or person or persons authorized by the Directors to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by the Directors to do so.

## **Article XII**

### **TRANSACTIONS WITH RELATED PARTIES**

The Corporation may enter into contracts or transact business with one or more of its Directors, Officers or Stockholders or with any corporation, association, trust company, organization or other concern in which any one or more of its Directors, Officers or Stockholders are Directors, Officers, Trustees, Stockholders, Beneficiaries of Stockholders or otherwise interested and other contracts or transactions in which any one or more of its Directors, Officers or Stockholders is in any way interested; and in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such Directors, Officers or Stockholders of the Corporation have or may have interests which are or might be adverse to the interest of the Corporation even though the vote or action of Directors, Officers or Stockholders having such adverse interest may have been necessary to obligate the Corporation upon such contract or transaction. At any meeting of the Board of Directors of the Corporation (or any duly authorized committee thereof) which shall authorize or ratify any such contract or transaction, any such Director or Directors, may vote or act thereat with like force and effect as if he had not such interest, *provided*, in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed or shall have been known to the Directors or a majority thereof. A general notice that a Director or Officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure as to such Director or Officer with respect to all contracts and transactions with such corporation or other concern. No Director shall be disqualified from holding office as Director or Officer of the Corporation by reason of any such adverse interests. In the absence of fraud, no Director, Officer or Stockholder having such adverse interest shall be liable to the Corporation or to any Stockholder or creditor thereof or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such Director, Officer or Stockholder be accountable for any gains or profits realized thereon.

## **Article XIII**

### **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

*Section 1. Indemnification of Directors and Officers.* The corporation shall, to the extent legally permissible, indemnify each of its directors and officers (including persons who serve at its request as directors, officers or trustees of another organization, or in any capacity with respect to any employee benefit plan) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director or officer, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the corporation



(any person serving another organization in one or more of the indicated capacities at the request of the corporation who shall not have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of such other organization shall be deemed so to have acted in good faith with respect to the corporation), or, to the extent that such matter relates to service with respect to any employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan; provided, however, that as to any matter disposed of by a compromise payment by such director or officer, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interest of the corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interest of the corporation; or (c) by the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested director or officer. Expenses, including counsel fees, reasonably incurred by any director or officer in connection with the defense or disposition of any such action, suit or other proceeding shall be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such director or officer to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. If in an action, suit or proceeding brought by or in the right of the corporation, a director of the corporation is held not liable for monetary damages, whether because that director is relieved of personal liability under the provisions of the articles of organization of the corporation or otherwise, that director shall be deemed to have met the standard of conduct set forth above and to be entitled to indemnification for expenses reasonably incurred in the defense of such action, suit or proceeding. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director or officer may be entitled. As used in this section, the terms “director” and “officer” include the relevant individual's heirs, executors and administrators, and an “interested” director or officer is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending. Nothing contained in this section shall affect any rights to indemnification to which corporate personnel other than directors and officers may be entitled by contract or otherwise under law.

*Section 2. Notification and Defense of Claim; Settlements.*

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 1 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the

Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 1 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

*Section 3. Insurance.* The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

## **Article XIV**

### **DISSOLUTION**

The Corporation may be dissolved by the vote of sixty-five percent (65%) of the outstanding shares of Class A Voting Stock. Written notice of a Stockholders meeting shall be provided to all Stockholders at least twenty-one (21) days prior to the Stockholders meeting where dissolution of the company is to be considered, and the notice of said Stockholders meetings shall include a specific reference to this matter. Written notice of the decision to dissolve the Corporation shall be given to all the Stockholders within fourteen (14) days of the Stockholders vote to dissolve. Upon dissolution, all debts and expenses of the Corporation shall first be paid and then a final distribution of the remaining assets either in cash or in kind, shall promptly be made to the Stockholders or their personal representatives in proportion to each Stockholder's capital account.



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001325919

The date of filing of the original certificate of organization: 5/7/2018

1.a. Exact name of the limited liability company: THE FRESH CONNECTION BOSTON LLC

1.b. The exact name of the limited liability company *as amended*, is: THE FRESH CONNECTION BOSTON LLC

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

No. and Street: 195 KIMBALL STREET  
 City or Town: FITCHBURG State: MA Zip: 01420 Country: USA

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

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

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

Name: WILLIAM SEAGAARD  
 No. and Street: 201 KIMBALL STREET  
 City or Town: FITCHBURG State: MA Zip: 01420 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FRAIS CANNEXION INC.	195 KIMBALL STREET FITCHBURG, MA 01420 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	FRAIS CANNEXION INC.	195 KIMBALL STREET FITCHBURG, MA 01420 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	FRAIS CANNEXION INC.	195 KIMBALL STREET FITCHBURG, MA 01420 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

THE AMENDMENTS ARE TO THE PRINCIPAL OFFICE ADDRESS, MANAGER, AND SIGNATORIES FOR THE LLC. THERE ARE NO OTHER CHANGES.

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

**SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of April, 2019,**  
WILLIAM SEAGAARD, TREASURER, FRAIS CANNEXION INC. , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

April 04, 2019 03:42 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**Minutes from Special Shareholders Meeting of**  
**Frais Cannexion Inc.**

Present:

Samantha Seagaard  
William Seagaard  
Zachary Swanson

Meeting called to order at 2:00 p.m. April 1<sup>st</sup>, 2019.

With 100% of the Class A Voting Common Shareholders, being a quorum, present, and notice being properly given, the Class A Voting Common Shareholders voted unanimously to do the following:

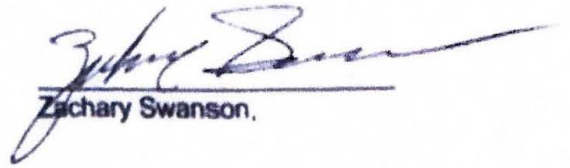
1. Acquire all of the ownership interest in The Fresh Connection Boston LLC, a Massachusetts limited liability company for \$1 and appoint either Samantha Seagaard, President or William Seagaard, Treasurer, either one of them, to execute all documents regarding same.
2. Execute a Lease with Seagaard Realty Trust for the premises at 195 Kimball Street, Fitchburg, MA and appoint either Samantha Seagaard, President or William Seagaard, Treasurer, either one of them, to execute all documents regarding same.
3. Apply for an Adult-use Tier II cultivation License for 195 Kimball Street, Fitchburg, MA and appoint either Samantha Seagaard, President or William Seagaard, Treasurer, either one of them, to execute all documents regarding same.
4. Execute and approve the Stock Transfer Agreement dated this day and follow the provisions of same;
5. Issue 46,750 no par value shares of Class A Voting Common Stock to Samantha Seagaard, subject to the restrictions contained in the Stock Transfer Agreement made this day;
6. Issue 46,750 no par value shares of Class A Voting Common Stock to William Seagaard, subject to the restrictions contained in the Stock Transfer Agreement made this day;
7. Issue 46,750 no par value shares of Class A Voting Common Stock to Zachary Swanson, subject to the restrictions contained in the Stock Transfer Agreement made this day; and
- 8 Adopt the Bylaws dated this date.

Meeting adjourned at 2:05 p.m. on April 15<sup>th</sup>, 2019.



I hereby certify the above minutes to be accurate.

Secretary

  
Zachary Swanson.



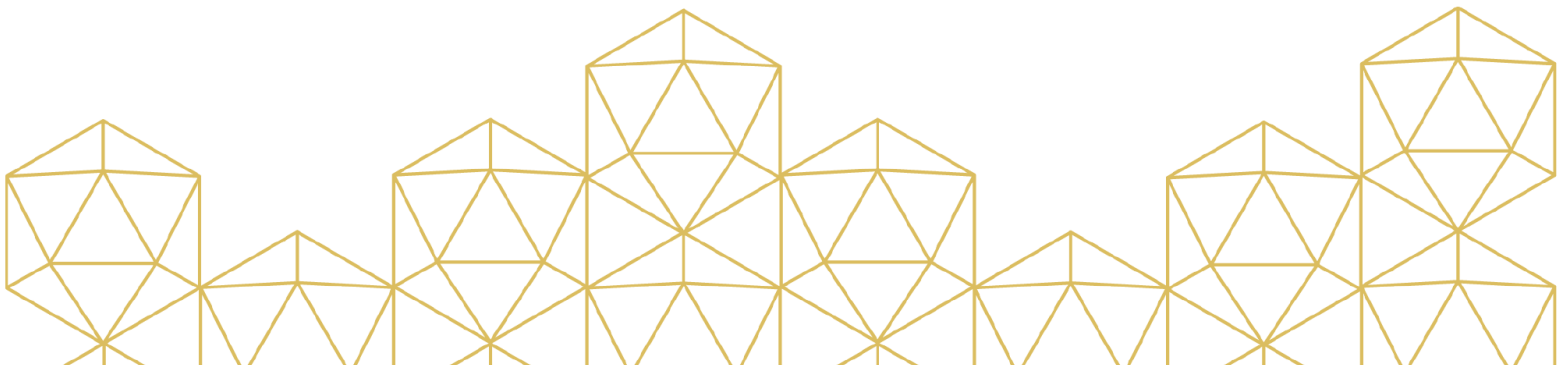
**TO WHOM IT MAY CONCERN,**

Please let it be known that the Fresh Connection Boston LLC has adopted the bylaws of its parent corporation, Frai Cannexion Inc. dated April 1<sup>st</sup>, 2019. Meeting minutes to prove adoption of these bylaws by the parent corporation will be attached as well as my authority to certify the above as true and execute documents both on behalf of both Frai Cannexion Inc. and The Fresh Connection Boston LLC. Please reference minutes titled “minutes from special board of directors meeting of frai cannexion inc.” dated April 1<sup>st</sup>, 2019.

Best Wishes,

William Seagaard

Owner/Manager The Fresh Connection Boston LLC





Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0820247936  
Notice Date: April 12, 2019  
Case ID: 0-000-671-715



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WILLIAM SEAGAARD  
THE FRESH CONNECTION BOSTON LLC  
86 M ST  
BOSTON MA 02127-2341

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

The Commissioner of Revenue certifies that, as of the date of this certificate, THE FRESH CONNECTION BOSTON 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 5, 2019

TO WHOM IT MAY CONCERN:

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

**THE FRESH CONNECTION BOSTON LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 7, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; 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: **FRAIS CANNEXION INC.**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FRAIS CANNEXION INC.**



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

## Separating Recreational From Medical

**Not Applicable**

## Plan to restrict access to age 21 and older

The Fresh Connection Boston LLC's proposed tier II cultivation facility, located at 175-195 Kimball street Fitchburg, MA 01420 will not be accessible to anyone under age 21 as it won't be open to the public. All employees will need to first undergo background checks and verify age, legal status, and ability to work as well as be approved by the commission prior to receiving credentials granting them access to the facility. All visitors of the facility will be required to show identification proving they are at least 21 years of age as well as need to sign in. Copies of identification of all visitors will be kept on file. Those visitors under age 21 will not be given entry to the facility. Check-in steps are further outlined in the security plan.



# Personnel Policies

## Records

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FCB will maintain a personnel record for each marijuana establishment agent. These records will be made available to the commission upon request. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- i. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- ii. documentation of verification of references;
- iii. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- iv. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- v. documentation of periodic performance evaluations;
- vi. a record of any disciplinary action taken; and
- vii. notice of completed responsible vendor and eight-hour related duty training.
- viii. Background checks

## Background Checks

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Background checks will be conducted by the Fitchburg Police department or other organization deemed satisfactory to the commission and local authorities. All potential employees will need to undergo a background check in order to be considered for employment.

## Hiring Policies

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All potential hires will have to undergo an initial consideration period. During this time they will submit resumés and references. Should they be selected from the pool of candidates the potential hires will be interviewed. If still under consideration they will then submit all relevant background check forms and information.

Staff will be hired from the local area and trained in accordance with state requirements as well as our own organizational requirements. All staff will first need to pass a background check and

be approved to work as an ME agent by the commission and all other relevant authorities. FCB will seek to include minorities, women, veteran, LGBTQ members, and members of other diverse groups within our workforce. Residence within FCB's host-community or other communities of disproportionate impact will be a positive factor in hiring decisions. All potential employees will need to be over 21 years old and be otherwise employable (i.e. no disqualifying felonies).

Once agreed upon by management staff that the candidate in question will be hired they will be given all relevant materials to either accept or deny the position. These materials will include an employment contract as well as a list of duties and expectations. Should they accept the contract they will then enter their training period. During this time they will be issued credentials and be given all relevant information regarding their role. All employees will be registered marijuana establishment agents as required by the CCC.

All employees shall:

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

## Initial Training

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After being selected from candidate pool, interviews, reference checks, and going through all state, local, and FCB required background checks new hires will enter a training period. This will encompass their first two full days on site during which management staff will train new employees in their relevant areas. The grow manager or head grower will train grow side staff and Trimming/Packaging manager or head trimmer will train all trimming and packaging staff. All staff will also be trained in METRC by a member of the compliance team. Training will encompass all relevant standard operating procedures, product/workplace safety, and emergency protocols, as well as industry best practices, and equipment use. Specific emphasis will be put on security, cleanliness, and METRC protocol during this initial training period. This training is further outlined in other sections of FCB's management and operations outline.

## Orientation Period

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After their two-day training new employees will enter their orientation period during which they will be paired with an experienced ME agent within the same department. They will go through their normal day to day duties along with the experienced ME agent. This pairing is to ensure that all relevant protocols are properly followed.

## Performance Evaluations

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From time to time performance evaluations will occur to ensure that all deliverables are met. The specifics of these deliverables are yet to be determined but will be presented to the employees upon hiring. All expectations will be made clear. Records of these performance evaluations and deliverables will be kept on file for at least 12 months following dismissal of any ME agent, or longer, if deemed necessary.

## Employee Parking on-site

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Employees who drive to work will be expected to park in the fenced in secure parking area. This area will be opened by management staff at the beginning of each work day.

## Keycards

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Staff will all be outfitted with RFID keycards and ID tags to track their entry and exit from the building. This system will both track employment hours and who is in the building at all times. Knowledge of who is at the facility is needed for safety, security, emergency response, and administrative reasons. Staff will be required to keep their key cards in a secure or locked space when they do not have it. Should it be used to gain unauthorized entry they may be held liable. Any instances of a lost keycard must be immediately reported to management staff. Access via the keycard in question will be immediately suspended.

## Workplace is to remain Alcohol, Drug, and Smoke free.

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Designated smoking area outside of the premises to be provided for employees. There is to be absolutely no use of alcohol and/or drugs or smoking of any type within the facility. Failure to comply will result in an immediate internal investigation and administrative action including possible termination.

## Confidential information procedures

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FCB will follow all relevant guidelines set forth in both state and federal statutes including:

- i. HIPAA act of 1996, Public law 104-191
- ii. Gramm-Leach-Bliley Act
- iii. Massachusetts statute 940 CMR 27.00: Safeguard of Personal Information
- iv. Massachusetts GL Part I Title XXI Chapter 149 Section 52 C: Personnel records
- v. As well as all other relevant Federal and State statutes and guidelines

FCB will only collect as much information as necessary to perform background checks, confirm legal status, and perform other due diligence on employees and prospective employees. All information determined to be confidential in nature will be stored securely on site and made available only to employees relevant in employment decisions. All this information will be kept for at least twelve (12) months after the employee's termination and made available to the commission upon request as applicable under 935 CMR 500.

All of these records will be securely kept on site as well as backed up to an approved cloud based service provider which is compliant with HIPAA and all other relevant statutes.

## Prevention of diversion/Dismissal of Marijuana establishment agents

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All employees will be required to leave all personal belongings especially any type of bag outside of the limited access areas. All areas of the facility will be continuously recorded and monitored as required in order to both discourage diversion and to monitor whether or not diversion has occurred. Any suspected instances of diversion will be immediately reported to the CCC as well as local law enforcement authorities for investigation. Any marijuana establishment agent who fails to comply with these rules regarding standards practices, engages in unsafe practices, or is convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority will be terminated immediately and escorted off the premises. Their termination will be reported no later than one business day after termination to the Commission. Their access to the facility will be immediately revoked along with company credentials listing them as a licensed marijuana establishment agent.

## Public Information

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List of board members and executives will be made available via the company's website.

## Sexual Harassment

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FCB has a zero-tolerance policy against sexual harassment. Any instances of sexual harassment or assault should be immediately reported to a member of the management staff. If necessary local authorities will be alerted and all relevant information provided to them. The suspected perpetrator will be put on leave immediately following report of the incident until a full investigation is conducted.

## Miscellaneous Policies:

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- a. All personnel will be required to undergo training prior to beginning work as well as throughout their tenure with the company.
  - xii. Regular trainings will be held at least once a quarter to discuss best practices on workplace safety, cleanliness, tolerance, and new technology or practices.
- b. All employees will be required to wash their hands before returning to work after using the restroom.
- c. The establishment will notify the commission no more than one business day after a marijuana establishment agent ceases to be associated with them.
- d. All employees will be required to keep marijuana establishment agent registration cards with them at all times while working.
- e. If an agent's state registration is revoked they will be terminated immediately and no longer have access to the facility.
- f. If the state should issue new guidance or requirements for workers they will be trained on the changes as soon as possible.
- g. Personnel will be required to leave all personal belongings outside of the secure access area.
- h. Workers will be respectful and accepting of each other's cultures, religions, races, genders, and beliefs and show tolerance to all co-workers.
- i. Employees will be given opportunity for advancement based on performance.
- j. Employees will be compensated as defined in their individual employment contracts however no employee will receive less than \$15 gross pay per hour for their work.

# Record Keeping Procedures

## Location of Records

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All records will be kept in a secure, monitored area (see site plan), only accessible to the upper management team and compliance department. All records will be kept both on site and off site with a cloud-based management service, with backups happening daily, and available to the CCC or other regulatory agencies immediately upon request and will be maintained for at least two years following the closure of the establishment.

## Types of Records

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Records will be maintained in accordance with generally accepted accounting principals and will include:

- i. Written operating procedures
  - 1. Maintained as required by 935 CMR 500.105(1).
- ii. Seed to sale tracking and Inventory records to be cross referenced and verified with METRC
- iii. Personnel records for each marijuana establishment agent (outlined in personnel policies) including:
  - 1. Job descriptions for each agent
  - 2. A personnel record for each agent (to be maintained for at least 12 months after termination of individuals affiliation with FCB)
  - 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
  - 4. Personnel policies and procedures
  - 5. All background check reports obtained in accordance with 935 CMR 500.030
- iv. Financial and Business records shall be maintained for no less than the amount of time required under 935 CMR 500:
  - 1. Assets and liabilities
  - 2. Monetary transactions
  - 3. Books of accounts
  - 4. Sales records and:
  - 5. Salary and wages as well as dividends or other payments or benefits to each employee, board member, executive



compensation, or any item of value paid to any individual involved with the FCB.

v. Waste disposal records

1. Which will be kept for a minimum of three years

b) Procedures for maintenance of financial records

- a. Financial records will be kept on site and off site via the cloud based web service time
- b. All distributions and payments will be recorded as they occur and be available for review upon request
- c. Should internet service be interrupted the records will be maintained on site and uploaded and backed up as soon as possible but this backup should occur no later than 5 business days from interruption of internet service
- d. Financial records will only be accessible to the members of the board, upper level management, and accounting and compliance department.

## Procedures for Storage of Sensitive Data

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Sensitive data will be stored securely via a web-based document management system. This system will need to be approved by the commission as well as compliant with all relevant state, local, and federal statutes regarding storage of personal or sensitive information.

# Quality Control and Testing

## Quality Control

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Our quality control will begin with our cleanliness practices, ventilation systems, and equipment which will all be cleaned regularly and kept in good order. All employees entering the facility will be required to wear a working jump suit to limit the possibility of bringing in outside contamination. Employees will be required to wear gloves when handling marijuana and eye and ear protection as necessary.

We will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner that includes them being:

- Well cured and generally free of seeds and stems
- Free of dirt, sand, debris, and other foreign matter
- Free of contamination by mold, rot, other fungus, and bacterial diseases
- Prepared and handled on food-grade stainless steel tables
- Packaged in a secure area

This will be accomplished through proper training of employees to spot for mold, seeds, foreign matter, or any other items that should not be present. All flowers and leaves will be inspected multiple times before leaving the facility to ensure they are up to state and company standards. All flowers will be hand trimmed and thus their individual inspection is ensured.

All agents whose job includes contact with marijuana shall wear gloves when handling marijuana and MPs and shall be subject to the requirements for food handlers set forth in 105 CMR 300.000. Agents shall also maintain adequate personal cleanliness and wash hands appropriately. Hand-washing facilities will be located in production areas where good sanitary practices require employees to wash and sanitize their hands. There will also be space for equipment and storage of materials as is necessary for the maintenance of sanitary operations. Racks will be located throughout the production area to store these items.

Litter and waste will be removed at the end of each work day to minimize the development of odor and the potential for attraction or harboring of pests.

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

The use of all toxic items will be refrained from whenever possible. When their use is deemed absolutely necessary their identification, storage, holding, and use shall be done in a manner that protects against the contamination of marijuana and only after staff have been trained on their specific use and handling by management.

The building's water supply, discharge, and plumbing has been inspected by the City of Fitchburg's wastewater department including visual inspection of drains and pipes. All plumbing and water supply was deemed adequate to carry sufficient quantities of water for necessary operations throughout the building. It will be maintained in such order.

Toilets shall be installed for the use of employees outside of the designated clean areas but readily accessible to employees.

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. All finished products will be stored in sealed climate controlled environments.

## Testing Labs

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Testing of marijuana products shall be performed by an Independent Testing Laboratory approved by the commission and in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH. No marijuana will be sold or otherwise marketed that is not capable of being tested by independent testing laboratories, except as allowed under 935 CMR 500.000.

## Sample Size and Batch

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FCB shall determine a proper quantity of product per batch, and how to pull those samples, in coordination with licensed testing lab guidelines. FCB will at a minimum have one test performed per strain per grow room cycle (i.e. 3 strains in 1 grow room cycle minimum of 3 samples taken to be tested).

## Contaminated Sample Protocol

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Laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) shall result in the marijuana or marijuana products either being destroyed or having the contaminants stripped (i.e. through extraction which removes mold and other contaminants) and then retested for compliance by a state licensed independent testing laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Any such instances shall include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. The notification from the Marijuana Establishment must describe a proposed plan of

action for both the destruction of the contaminated product and the assessment of the source of contamination.

## Testing Records

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FCB shall maintain the results of all testing for no less than one year both on site and on the cloud in order to keep a continually up to date record;

## Transportation

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All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). FCB will from time to time contract with transporters, approved by the commission, in order to execute the transport of products to and from independent testing laboratories.

## Disposal of Excess

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All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to FCB for disposal or by the Independent Testing Laboratory disposing of it directly.

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**No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.**

## Recall Procedures

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Marijuana or marijuana products deemed to need recall, and unable to have contaminants removed via extraction or some other approved method, shall be located via our inventory system and METRC system. These products will then be marked and destroyed in accordance with waste disposal requirements set forth in 935 CMR 500.105 (12). Records of this disposal will be kept for at least a year or longer if determined necessary by the commission or local authorities. Disposal procedures are further outlined in waste disposal plan.

# Financial Records

## Overview

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All financial records are to be kept in accordance with generally accepted accounting principles. These records will be kept on site and backed up to a cloud-based web service, at a minimum, following each business day if not in real time. Should internet service be interrupted records will be backed up immediately following resumption of service.

## Transaction Records

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All transactions will be recorded prior to occurrence via the manifests created. These will be kept on file and transaction completion will be logged and added to this record. All transfers of product will also be tracked via the METRC system. Monetary transactions will also be tracked via Quickbooks or some other similar accounting software with transactions to be verified by an independent CPA firm. These records will be kept indefinitely and made available upon request by the commission.

## Record Types

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The Following Business records shall be maintained:

- Assets and Liabilities
- Monetary transactions
- Books of accounts
- Sales records; and
- Salary and wages paid to each employee

All of these documents will be kept securely, and up to date, and made available to the commission upon request.

## Verification of Records

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Records are to be cross-checked from time to time between the Quickbooks and METRC systems in order to confirm that inventory counts are accurate (further outlined in Inventory Procedures section). This verification will occur at least once a month as well as done yearly. The yearly verification will be done in conjunction with FCB's CPA firm, an independent third-party.

## Storage

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As previously mentioned, FCB will store all financial records both on and off site. This storage will be indefinite and for a period of up to two-years, if not longer, following the cessation of operations or closure of the business. The costs to store these documents will be borne by the company and proceeds from any sale of assets due to bankruptcy, closure, sale, or any other reason. If the company is unable to pay for this storage the costs will be paid by the directors of the board of Frais Cannexion inc at their own personal expense.



# Qualifications and Intended Training

## General Qualifications

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### Overview

FCB will seek to hire highly qualified, educated, persons for all positions but will also seek to promote diversity among its work-force. FCB will consider applicants from all backgrounds and with all levels of expertise and will not discriminate based on any factors other than the qualifications, relevant experiences, references, and willingness to work of the candidates. All employees will be expected to bring a positive attitude and willingness to constantly learn and improve skills. All employees will be trained on METRC software and be required to know how to use it.

### Education

College level education is a plus but not a requirement and we will encourage applicants from all backgrounds and education levels. Applicants will however, need to be at least 21 years of age and hold at a minimum either a high school diploma or GED equivalent. FCB hopes that the local host-community of Fitchburg will be able to provide highly qualified candidates and residency within the city will be considered a positive factor in hiring decisions as will residency within other communities of disproportionate impact. FCB recognizes that certain qualifications may be helpful and even required for the specific roles available within the organization. Special consideration will be given to candidates with a background in horticulture, biosciences, and chemistry.

### Experience

Experience will be a large factor in hiring decisions made by FCB. Agricultural experience when hiring for cultivation related jobs will certainly be a positive factor. Past cannabis industry and METRC experience will also be a positive factor as will experience in other relevant industries. Past experience will not be absolutely required for employment by FCB if candidates are otherwise qualified.

### References

All candidates will need to provide references for FCB management to speak with when considering candidates for hiring. All candidates will also need to pass background checks and receive state approval prior to working on site.

# Positions

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## Head of Propagation

Will report directly to head of cultivation/operations. Tasked with issuing METRC tags for all new plants and tracking them via METRC software, transplanting and preparing growing media. Will oversee propagation of seeds, cloning, and flow and tracking of plants through different stages of growth cycle.

Qualifications:

- Minimum education requirements (listed in general qualifications)
- 1 year previous horticultural experience required
- Previous METRC experience is a plus
- Problem solver
- Previous leadership experience
- Must be able to lift 25 lbs.

## Cloning Assistant

Will report to head of propagation and assist them in their normal course of duties.

Qualifications:

- Minimum education requirements
- No previous experience necessary
- Must be willing and able to learn and take direction
- Must be able to lift 25 lbs.

## Head Grower

Will be tasked with reporting directly to head of cultivation/operations. Tasked with implementing scheduling and ensuring deliverables are met for tending, watering, and harvesting plants from vegetative through flower stages. Will ensure all tracking requirements met and that all workspaces are kept clean, safe, and compliant.

Qualifications:

- BS in horticultural field or other similar experience
- 5 years previous experience in farming, agricultural science, or other related field
- Previous management experience
- Previous METRC experience is a plus
- Experience working in cannabis grow facilities is a plus
- Must be able to lift 50 lbs.

## Assistant Grower

Will take direction directly from the head of operations, head grower, or other management staff. Responsibilities will include regular watering, pruning, cleaning, transplanting, potting of plants.

Qualifications:

- Minimum educational requirements must be met
- Prior growing experience is a plus

- Strong work ethic, ability to take direction, and willingness to learn
- Must be able to regularly lift 50 lbs.

## Head trimmer

Will take direction directly from management staff and ensure all METRC requirements are satisfied and that inputs = outputs. Tasked with verifying weights throughout harvest and processing cycles. Will work in conjunction with owner/operators to implement SOPs to prevent diversion, theft, and ensure compliance with state rules. Will be responsible for overseeing trim team and managing deliverables.

Qualifications:

- BS in business, management, operations, or related field
- Must have minimum 2 years previous management experience
- Must be able to adapt and implement solutions in a dynamic environment
- METRC experience is a plus

## Trim Staff

Will be directly overseen by head trimmer. Responsible for ensuring trimming and packaging deliverables are met and that everything is done in compliance with METRC and state requirements.

Qualifications:

- Minimum educational requirements must be met
- Must have strong work ethic and be willing to learn and take direction
- Must be able to lift 50 lbs.
- Previous trimming or METRC experience is a plus

## Delivery Driver

To be overseen directly by Head of Sales and Compliance department. Will ensure that all regulations regarding delivery and tracking are met and that all safety requirements complied with.

Qualifications:

- Minimum educational requirements must be met
- 2 or more years previous transport experience in high value cargo
- Previous relevant experience a positive factor
- Previous military or law enforcement experience is a positive factor
- METRC experience preferred but not required

## Marketing Assistant

Will work directly under head of marketing and ensure that all marketing materials and packaging is compliant with all relevant commission and state rules and guidance.

Qualifications:

- BS in marketing, public relations, or similar field
- 3+ years marketing experience or related field
- Must be familiar with CMR 500 and all future updates

## Training

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All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. All new employees will complete the Responsible Vendor program within 90 days of being hired. Documentation of this will be retained for at least four (4) years.

All candidates and agents will undergo role specific training prior to beginning their work and have trainings at least once a quarter (and a total of at least eight (8) hours annually) on topics including:

- a) Workplace Safety
- b) Emergency Response Procedures
- c) Inventory Protocol
- d) Nutrient Application
- e) Decontamination Protocols
- f) METRC tracking
- g) Food and product safety
- h) Tolerance
- i) New technology or regulations

Trainings will be conducted by the management team. These trainings, along with others, are further outlined in other areas of this submission.

## Life Skills Training

Trainings and classes in other areas will also be provided to help provide workers with other life skills such as financial planning (Given by Will Seagaard), cooking (given by Samantha Seagaard), and home improvement (given by Zach Swanson) when possible. FCB would like to promote a healthy work life balance and give its employees the ability to be successful in all areas of their life both at work and at home.

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# Diversity Plan

## Overview

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Being a woman led business the Fresh Connection Boston LLC feels a special attachment to these groups and seeks to be an inclusive employer and hire a diverse work force. Special consideration will be given to women, minorities, veterans, LGBTQ members, and members of other diverse groups when making hiring decisions.

## Goals

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- 1) Promote a diverse and inclusive workplace, accepting of all types of individuals. We will strive to have at least 60% of our workforce comprised of diverse individuals. Our goal is to have at least 5% of our employees that are from each of the following groups: Black/African American, Hispanic/Latinx, Indigenous peoples, LGBTQ+ people, Persons with disabilities, Two or more races, Veterans, and Women.
- 2) Provide members of our staff and the local Fitchburg community (a disproportionately impacted and diverse area) with programs to help educate them in financial literacy and provide job skills and training programs. These programs are to be held in conjunction with local organizations with the aims to help provide diverse groups with the resources they need to better themselves and the community. We will measure their success based on participation by diverse groups and total attendance with our goal being to have at least one member of each diverse group in attendance.

## Programs

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We will advertise in local newspapers (the sentinel) and online continuously (indeed, craigslist, etc) indicating we have availability for positions and are seeking applicants to fill job openings. These will be advertised as often as necessary to fill open positions and reach our goal of 60% or more diversity.

For our events we will similarly advertise and inform staff as well as partner with local organizations to help with fundraising, event execution, and promotion of events. We will also host surveys to have the community, our staff, and local organizations let us know what exactly they would like done within these programs.

## Metrics

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The success of the this plan will be measured on an ongoing basis and have a review conducted at least once annually to determine if goals are being met. We will measure our performance and metrics by assessing the total number of minorities, women, veterans, or persons with disabilities vs. our total number of individuals hired or employed and determining if our minimum stated percentages are satisfied. If diversity goals are not being met a plan of action will be recommended and put into place in order to meet the stated goals.

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